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# OFFIGE BEARERS

# **PRESIDENT**

Conrad Kirkwood

# FIRST DEPUTY PRESIDENT

Neil Jardine

# SECOND DEPUTY PRESIDENT

Colin McKendry

# CHIEF EXECUTIVE

Patrick Nelson

# REGISTERED OFFICES OF THE IRISH FOOTBALL ASSOCIATION

National Football Stadium at Windsor Park Donegall Avenue, Belfast BT12 6LU, Northern Ireland

Tel: +44 (0)28 90 669458 Email: info@irishfa.com Website: www.irishfa.com facebook.com/OfficialIrishFA twitter.com@OfficialIrishFA

# **SOLICITORS**

King and Gowdy A&L Goodbody

# REPRESENTATIVES OF COUNCIL

# **PRESIDENT**

Conrad Kirkwood

# FIRST DEPUTY PRESIDENT

Neil Jardine

# SECOND DEPUTY PRESIDENT

Colin McKendry

## NORTH FAST FA

Robert Doherty

Graham Evans

Robert Fenton

lan Frazer

Alistair Gray

David King

David Lynn

Patricia McCullough

**Neil Morrow** 

Sean Murphy

George Revnolds

Alan Robinson

Martin Sloan

Brian White

# NORTH WEST OF IRELAND FA

Dessie Bradley

Wayne Glenn

Trevor Hogg

Charlie Johnston

Jonathan McCunn

Andrew Millar

## MID UI STFR FA

William Burns

Nigel Cooke

Maurice Johnston

Elaine Junk

Colin McCullough

Sean O'Neill

Paul Suckling

Mervyn Wheatley

# FERMANAGH AND WESTERN FA

Ciara Crawford

Gordon Lee

Enda Love Jnr

Rodney McVitty

## NI FOOTBALL LEAGUE

David Begley

Keith Boyd

Neil Clarke

Peter Clarke

Roy McGivern

Thomas Whiteside

# AMALGAMATION OF OFFICIAL NI SUPPORTERS' CLUBS

Gary McAllister

# NI BOYS' FA

Brendan O'Neill

# NI SCHOOLS' FA

Robert Nesbitt

## NI REFERES' ASSOCIATION

Paul Larkin

## HONORARY LIFE PRESIDENT

Jim Boyce

## HONORARY VICE PRESIDENTS

Raymond Kennedy

Jim Shaw

# COMMITTEES OF THE ASSOCIATION

Committee membership is subject to change throughout the season

\*Independent members

## IFA BOARD

Stephen Martin\* (Chair) Neil Jardine (Vice-Chair) Sam Dennison Helen Kirkpatrick\*

Conrad Kirkwood

Cheryl Lamont Mervyn Martin

Simon McCoy

Colin McKendry

Norman McKeown\*

Michael Mezza Michael Wilson

# APPEALS COMMITTEE

Martin Wolfe KC\* (Chair)
Barry Finnegan Solicitor\* (Vice-Chair)
Steven Keenan Solicitor\*
David Lennox\*
Emma McIlveen BL\*
Carley Shields Solicitor\*
Mervyn Wheatley
5 vacancies

## DISCIPLINARY COMMITTEE

Adam Gadd BL\* (Chair)
Danielle McMahon BL\* (Vice-Chair)
Neil Clarke
Robert Fenton
Ian Frazer
Charlie Johnston
Sean O'Neill
2 vacancies

# LICENSING COMMITTEE

Alison Watterson Solicitor\* (Chair)
Suzanne Simpson KC\* (Vice-Chair)
Colin Atkinson\*
Andi Jarvis\*
Ashley Wright McBride\*
Mark Dodds Solicitor\*
Chris Keenan Chartered Accountant\*

# LICENSING APPEALS COMMITTEE

Alan Kane KC\* (Chair)
Michelle McGinley Solicitor (Vice-Chair)\*
Andrew Clarke\*
Ross Thompson\*
Michael Smyth BL\*
Roger Dallas Chartered Accountant\*

## FOOTBALL COMMITTEE

Neil Jardine (First Deputy President) (Chair) Colin McKendry (Second Deputy President) (Vice-Chair) Conrad Kirkwood (President) David Begley Nigel Cooke Alistair Gray Trevor Hogg

Enda Love Jnr Elaine Junk Roy McGivern Robert Nesbitt Brendan O'Neill Brian White

Thomas Whiteside Wayne Glenn

# COMMITTEES OF THE ASSOCIATION

# CHALLENGE CUP COMMITTEE

Conrad Kirkwood (President) (Chair) Keith Boyd Alistair Gray Colin McCullough Roy McGivern Tommy Whiteside

# INTERMEDIATE CUP COMMITTEE

Alistair Gray (Chair) Brian White (Vice-Chair) Jonathan McCunn Colin McCullough Paul Suckling 2 vacancies

# JUNIOR AND YOUTH CUP COMMITTEE

Wayne Glenn (Chair)
Enda Love Jnr (Vice-Chair)
Dessie Bradley
William Burns
Ciara Crawford
Robert Doherty
Graham Evans
Maurice Johnston
Davy King
Andrew Millar
George Reynolds
3 vacancies

# WOMEN'S CHALLENGE CUP COMMITTEE

Elaine Junk (Chair) Neil Morrow (Vice-Chair) Gordon Lee Trevor Hogg David Lynn

# PLAYER STATUS COMMITTEE

David Sharpe KC\* (Chair)
Alexander Redpath Solicitor\* (Vice-Chair)
Nigel Cooke
Elaine Junk
Enda Love Jnr
Colin McKendry
Paul Suckling
Brian White

# REFEREES COMMITTEE

Joe Rice\* (Chair)
Michael Ross (Vice-Chair)
David Best
Thomas Fairfield
Paul Larkin
David Malcolm
David Redfern
Tony Sharkey

# LIFE MEMBERS OF THE ASSOCIATION

Brian Adams

Trevor Annon

Marshall Beattie

Ian Beggs

Derek Bowles

Roy Cathcart

Les Caul

David Chick

Mervyn Connor

Sean Cox

**Robert Cupples** 

Brian Dunlop

Jack Grundie

John Hamilton

Sam Hanna

Robert Haworth

George Henderson

Brian Larkin

Gerard Lawlor

Raymond Loughrey

Fred Magee

Trevor McCann

Hugh McCartan

Jim McDowell

William McIlroy

Sam McFrederick

Jim McGrory

Allen McKinstry

James McLaughlin

**Brian Montgomery** 

Jackie Morrison

Aidan Murphy

Terry Pateman

Eddie Pepper

Bobbie Reid

David Segel

William Smallwoods

Adrian Teer

Hugh Wade

Jim Weir

Alan Willis

Crawford Wilson

# IRISH FOOTBALL ASSOCIATION LIMITED



MEMORANDUM OF ASSOCIATION

# THE COMPANIES ACTS 1908-1917

# COMPANY LIMITED BY GUARANTEE

# MEMORANDUM OF ASSOCIATION OF THE IRISH FOOTBALL ASSOCIATION LIMITED

- 1. The name of the Association is "THE IRISH FOOTBALL ASSOCIATION LIMITED".
- 2. The Registered Office of the Association will be in Northern Ireland.
- 3. The objects for which the Association is established are:
  - (1) To acquire and take over the properties and liabilities, and to effectuate and carry into execution the powers, obligations, duties, and general objects of the present Irish Football Association.
  - (2) To promote, foster, and develop, in all its branches, the game of Association football, and to take all such steps as may be deemed necessary or advisable for preventing infringements of the rules of the game, or other improper methods or practices in the game, and for protecting it from abuses.
  - (3) To make, adopt, vary and publish rules, regulations, bye-laws and conditions for the regulation of the said game or otherwise, and to take all such steps as shall be deemed necessary or advisable for enforcing such rules, regulations, bye-laws and conditions.
  - (4) To promote, provide for, regulate and manage in all or any of the required details or arrangements, including any arrangements for the benefit of associations or clubs, football competitions, contests and matches, international or otherwise in Northern Ireland or elsewhere, and to do or provide for all or any such matters and things as may be considered necessary for or ancillary to the comfort, conduct, conveyance, convenience or benefit of players and of the public, or of any other persons concerned or engaged in such competitions, contests or matches.
  - (5) To accept, take over or otherwise acquire all such cups, shields and other prizes as may be approved by the Association, and to provide for the proper custody, insurance, protection, exhibition, awarding, distribution or loan of or other dealings with all or any of the same.
  - (6) To provide for, make and vary all such rules, regulations and bye-laws as to amateur and professional players as the Association may from time to time determine.

- (7) To provide by rules, regulations and bye-laws, or otherwise, for deciding and settling all differences that may arise between football associations, clubs or players, or any persons who are members of, or are employed or engaged by, any such associations or clubs, or any other persons in reference to due compliance with the laws of the game, or the rules, regulations or bye-laws of the Association, or to contracts or any other matter of dispute or difference arising between such associations, clubs or persons, or any of them, and whether this Association is concerned in such dispute or difference or not, and to such provisions for enforcing any award or decisions the Association shall think fit.
- (8) To co-operate with or assist any football association or club in any way which the Association shall think proper, and to enter into or adopt any agreement or arrangement with such Association or club.
- (9) To co-operate with the International Football Association Board in all matters relating to International and other competitions, or otherwise relating to the game of football, or the rules or regulations affecting the same.
- (10) To purchase, lease or otherwise acquire any real or personal property or any estate of interest, whatever is the same respectively, which may be necessary for or calculated to promote or assist in the promotion of any of the objects of the Association.
- (11) To build, construct, maintain, alter, remove or rebuild any buildings, offices and dwelling houses, and to clear sites for the same, or to join with any person, firm or company in doing any of the things aforesaid, and to work, manage and control the same, or join others in so doing.
- (12) To acquire, lay out, improve, hold, use, or turn to account in any way football grounds, or other athletic grounds, with all such pavilions, buildings, erections and basements, and with all necessary fittings and accessories as the Association may deem advisable.
- (13) To promote, support or assist in all or any athletic contests or sports for which any property of the Association may be available, or which may be determined on or approved by the Association.

- (14) To improve, develop, manage, mortgage, let, sell, dispose of, or otherwise deal with all or any part of, the real, or personal property and the rights of the Association, and to turn the same to profit and advantage in any way that the Association may deem advisable.
- (15) To act as trustees for any associations or clubs, and as such trustees to hold any real or personal property upon such trusts, and with and subject to such powers and provisions as may be approved by the Association.
- (16) To invest and deal with the monies of the Association not immediately required upon such securities and in such manner as may from time to time be thought fit by the Association.
- (17) As an object of the company or as a power incidental to any of its other objects to engage in currency exchange and interest rate transactions, including but not limited to dealings in foreign currency, spot and forward rate exchange contracts, futures, options, forward rate agreements, swaps, caps, floors, collars and any other foreign exchange or interest rate hedging arrangements and such other instruments as are similar to or derived from any of the foregoing, whether for the purpose of making a profit or avoiding a loss or managing a currency or interest rate exposure or any other exposure or for any other purpose.

## Provided that:-

- (i) the objects set out in any paragraph of this clause shall not be restrictively construed but the widest interpretation shall be given thereto and they shall not, except where the context expressly so requires, be in any way limited to or restricted by reference to or inference from any other object or objects set out in such paragraph or from the terms of any other paragraph or by the name of a company; none of such paragraphs or the object or objects therein specified shall be deemed subsidiary or ancillary to the objects mentioned in any other paragraph, but the company shall have full power to exercise all or any of the powers and to achieve and endeavour to achieve all or any of the objects conferred by and provided in any one or more of said paragraphs.
- (ii) the word "company" in this clause, except where used in reference to the company, shall be deemed to include any firm, partnership, association or other bodies of persons, whether incorporated or not incorporated, and whether resident, domiciled, incorporated, registered or carrying business in the state or elsewhere.

- (18) To lend and advance money or give credit to such persons and on such terms as may be thought fit by the Association and in particular to members of and persons dealing with or associated with the Association.
- (19) To borrow or raise money in such manner as the Association shall think fit.
- (20) To support and subscribe out of the funds of the Association to any charitable, public or other objects which the Association shall deem advisable, to take over, set aside, or provide for a benevolent fund, and to grant or continue pensions, annuities, compensations, or other awards or benefits in money or otherwise to players or other persons disabled or superannuated or otherwise requiring assistance, or to widows or orphans of or other persons dependent wholly or partially on any players or other persons who may die or be disabled or be otherwise incapacitated from earning a living, or who may be, in the opinion of the Association, deserving of having such assistance rendered.
- (21) To subscribe out of the funds of the Association to any fund, club or institution, charitable or otherwise, in such manner as the Association may deem advisable.
- (22) To amalgamate or co-operate with any association, club or body having all or any of their objects similar to any of the objects of the Association.
- (23) To draw, make, accept, endorse, discount, execute and issue bills of exchange, promissory notes and other instruments so as to be negotiable or transferable by delivery or to order, or otherwise.
- (24) To effect insurance against risk of loss to the Association, or against risk or accident to any servants of the Association in the course of their employment by the Association, and to pay premiums on any such insurance.
- (25) To pay all, or any, expenses incurred in connection with the formation and incorporation of the Association.
  - To subscribe for, take, purchase or otherwise acquire and hold shares or other interest or securities of any other Association having objects altogether, or in part, similar to those of the Association or carrying on any business which may directly or indirectly assist any business carried on by this Association.

- (27) To distribute among the members of the Association, in kind or in specie, all or any property of the Association.
- (28) To do all such things as are incidental or conducive to the attainment of the above objects or any of them.
- 4. Every member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up during the time that he is a member, or within one year afterwards, for payment of the debts and liabilities of the Association contracted before the time at which he ceased to be a member, and the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required, not exceeding five shillings. We the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association.

# NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

# ALEXANDER H. THOMPSON, OF NORTH-EAST ASSOCIATION

27 Melrose Street, Belfast - Upholsterer

# JAMES M. WILTON, OF NORTH-WEST ASSOCIATION

Marlborough Avenue, Londonderry - Solicitor's Apprentice

# W. B. BURROWES, OF NORTH-EAST ASSOCIATION

1 Ballynafeigh House, Belfast - Cashier

# J. MACBRIDE, OF NORTH-WEST ASSOCIATION

1 Adelaide Street, Belfast - Printer and Stationer

# GEORGE TOMLINSON, OF NORTH-EAST ASSOCIATION

10 Glanworth Street, Belfast - Solicitor's Assistant

# JOHN WARICK, OF NORTH-EAST ASSOCIATION

18 University Street, Belfast - Baker

## PERCY H. STEWART, OF LEINSTER ASSOCIATION.

26 Gilford Avenue, Sandymount, Co. Dublin - Civil Engineer

Dated the Fourteenth day of December, Nineteen Hundred and Eight.

# WITNESS TO THE ABOVE SIGNATURES:

THOMAS J CAMPBELL

of 74 Cromwell Road, Belfast - Barrister-at-law

# RULES IRISH FOOTBALL ASSOCIATION LIMITED



ARTICLES OF ASSOCIATION
UPDATED 26 JUNE 2023

# LIST OF ARTICLES

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Appeals Committee

Suspension
General Discipline

Disqualification from Office

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Article 15

Article 16

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PART 7 ADMINISTRATION

Article 18 Administrative
Arrangements

Article 19 Notices

Article 20 Communications

Article 21 Conduct

Article 22 Indemnity

## **DEFINITIONS**

In the Articles, unless the context requires otherwise, terms used have the following meanings:

'Act' The Companies Act 2006 and any act, statute or

> order amending or replacing it or any statutory instrument or regulation made thereunder.

'Adult Football' Football played by members consisting of players

who have attained the age of 16 years or over during the current playing season who do not play in youth leagues or competitions organised by

Youth Football

'AONISC' Amalgamation of Official Northern Ireland

Supporters' Clubs.

'Appeals Committee' The committee appointed under Article 14.

'Articles' The articles of association of the Association.

'Association' The Irish Football Association Limited.

'Association Club A manual published from time to time by the Licensing Manual'

Association setting out the club licensing

procedures.

'Association Football' Football as played under the auspices of the

Association.

A Club which is a member of NIBFA and affiliated 'Associate Member'

to the Association under Article 4.2.

'Board' The Board of the Association appointed under

Article 10

'Chief Executive' The person appointed under Article 10.1.

'Club' A team playing Association Football in Northern

Ireland

'Council' The Council appointed under Article 8.

'Deputy President' Any Deputy President of the Association elected

under Article 9

'Disciplinary Committee' The committee appointed under Article 13.

'Divisional Association' The associations governed by Article 11. 'FIFA' Fédération Internationale de Football Association.

'Football Committee'

The committee appointed under Article 11.

'Full Member' A Club/Team that plays Association football in

Northern Ireland and is affiliated to the Association

as in Article 4.

'Honorary Vice Presidents' Former Presidents of the Association as defined

under Article 9.4.

'IFAB' The International Football Association Board.

'Independent Arbitration Panel' The arbitration panel appointed under Article 8.5.

'Judicial Committees'

The Disciplinary Committee, Licensing

Committees and Appeals Committee.

'Laws of the Game'

The Laws of Association Football prescribed by

IFAB.

'League' Any league admitted as a Member under Article

4.2.

'Member' Any Full Member, Associate Member,

Organisational Member or League.

'NIFL' Northern Ireland Football League Ltd.

'NIWFA' The Northern Ireland Women's Football

Association.

'NISFA' The Northern Ireland Schools' Football

Association.

'NIBFA' The Northern Ireland Boys' Football Association.

'NIRA' The Northern Ireland Referees' Association.

'Office Bearers'

The President and Deputy Presidents of the

Association appointed under Article 9.1.

'Organisational Member' Each of the following associations:

Amalgamation of Official Northern Ireland

Supporters' Clubs

Army Football Association

Fermanagh & Western Football Association

Mid Ulster Football Association North East Ulster Football Association

North West of Ireland Football Association Northern Ireland Boys' Football Association Northern Ireland Referees' Association

Northern Ireland Schools' Football Association Northern Ireland Women's Football Association.

'President' The President of the Association elected under

Article 9.

'UEFA' Union des Associations Européenes de Football.

'Youth Football' Football played by Members consisting solely

of players under 18 years of age who are eligible

under Competition Rules.

# ARTICLE 2

# **EXPLANATIONS**

- 1. (a) Save as aforesaid, and unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Act.
  - (b) A reference to any statute or provision of a statute includes a reference to any statutory modification or re-enactment of it for the time being in force and from time to time.
  - (c) Unless the context otherwise requires words importing the singular only shall include the plural and vice versa, words importing any gender shall include all genders and words importing natural persons shall include corporations.
  - (d) The headings are inserted for convenience only and shall not affect the construction of the Articles.
  - (e) Reference to 'printed forms', 'forms' or 'in writing' includes the use of appropriate electronic media.
  - (f) Where there is a conflict between the statutes of FIFA and UEFA and these Articles, the statutes of FIFA and UEFA shall prevail.
- 2. The regulations contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 and in any similar Model Articles applicable to the Association under any former enactment relating to companies shall not apply to the Association.

# **DUTIES OF MEMBERS**

- 1. All Members shall be subject to and shall comply with the Articles and to any regulations or decisions promulgated by the Board or by any relevant committee of the Association, or by FIFA or UEFA. Each Member shall use best endeavours to ensure that the Association's officials, members, servants, agents and employees comply with the said Articles, regulations or decisions.
- 2. The Association is a member of FIFA and UEFA. The Association and its Members will at all times:
  - (a) Observe the principles of loyalty, integrity and sportsmanship as an expression of fair play.
  - (b) In all matters concerning the Association observe neutrality in politics and religion and avoid any unlawful discrimination.
  - (c) Comply with the Laws of the Game.
  - (d) Respect the statutes, regulations and decisions of FIFA and UEFA.
  - (e) Recognise the jurisdiction of the Court of Arbitration for Sport (CAS) in Lausanne (Switzerland), as specified in the relevant provisions of the FIFA and UEFA Statutes.
  - (f) In the event that there shall arise a dispute or difference between two or more members of the Association (which shall include for the purposes of this article the Association) including but not limited to a dispute arising out of or in connection with (including any question regarding the existence or validity of):
    - (i) These Articles.
    - (ii) The rules and regulations of an affiliated association.
    - (iii) The rules and regulations of a Competition which is organised by the Association or in which only members of the Association can participate.
    - (iv) The statutes and regulations of FIFA and UEFA.
    - (v) The Laws of the Game shall be referred to and finally resolved by arbitration under these Articles without the right to any further appeal and to the exclusion of the jurisdiction of any court of law unless such is contrary to the laws of Northern Ireland.

Notwithstanding the exclusion of the jurisdiction of any court of law and without prejudice to the generality thereof, the parties to any arbitration

agree that the provisions of sections 30, 32, 42, 43, 44, 45, 67, 68, 69, 70 and 79 of the Arbitration Act 1996 shall be excluded from and shall not apply to any arbitration carried out under these Articles.

No arbitration can be commenced under these Articles unless the parties who wish to arbitrate have exhausted all rights to appeal under these Articles. Such referrals must be in writing and dispatched by special delivery to the Chief Executive within four days after the date on which the decision is notified to the relevant parties under the Association's own procedures and shall be accompanied by a deposit of £300 which shall be refunded if the referral is successful. A copy of the referral shall be sent simultaneously by special delivery to any other party to the dispute. The party losing the hearing will pay the full costs of the hearing (including, when appropriate, both parties' legal costs).

- 3. Without prejudice to the generality of this Article, any Club wishing to participate in any UEFA competition on behalf of the Association must comply with the national club licensing procedures set out in the Association's Club Licensing Manual (as published from time to time). Likewise, where relevant, compliance is required with domestic club licensing procedures for Clubs to participate in relevant Association cup and league competitions.
- 4. All Members must produce their books, records and documents for inspection at any time the Board may desire. The financial transactions of a Club, Organisational Member or League shall be entered in their books in detail, particularly as to payments to players.
- 5. Clubs, Organisational Members and Leagues shall keep minutes of their meetings, showing names and dates of election of members and particulars of all decisions reached

## ARTICI F 4

# **MEMBERSHIP**

- 1. Members of the Association shall be:
  - (a) Full Members.
  - (b) Associate Members.
  - (c) Organisational Members.
  - (d) Leagues.
- 2. Applicants for membership of the Association shall apply annually in such form as may be from time to time prescribed by the Board. New applications

for membership shall be considered and decided upon by the Board whose decision on the matter shall be final and against whose decision there shall be no appeal (this shall also include applications for any change of member's name which must be approved by the Board prior to affiliation to the Divisional Association).

- 3. Each Member shall cause to be sent to the Chief Executive no later than 31st July in each calendar year (1st March in the case of women's clubs), or before the commencement of an approved summer season:
  - (a) The name and address of its secretary and officers and in the case of a Member playing Youth Football, its Child Welfare Officer.
  - (b) The legal entity of each Full Member and Organisational Member.
  - (c) In the event of the same having a ground, the full postal address of that ground and the name and address of the owner of that ground.
  - (d) In the case of a Member which plays Association Football, the official colours of the team.
    - In the event of there being a change in the secretary or officers during the year, particulars of the change and the details of any new secretary or officer shall be forwarded forthwith to the Chief Executive. Each Member shall, if and when requested by the Board, furnish forthwith to the Chief Executive a copy of its rules, constitution or memorandum and articles of association.
- 4. Each Member shall pay (in the case of a Full Member through its Divisional Association) an annual subscription related to its membership category, whose rates will be proposed by the Board for approval by the Members annually in general meeting. All such subscriptions shall be paid by 1st September save that the subscription of a Women's Club shall be paid by the following 1st March. Any Member whose subscription is unpaid by the relevant due date shall, if the Board so decide, cease to be a Member and thereupon forfeit all privileges of membership and cease to have any claim on the property of the Association but its liability as provided for in the Memorandum of Association shall nevertheless continue.
  - Without prejudice to the foregoing, no Member shall have a right to a representative at a general meeting of the Association whose subscription is not paid on or before the due date preceding such general meeting.
- 5. Any Member may withdraw from the Association by giving notice in writing to the Chief Executive of its intention to do so, at least one month before the membership is to terminate, provided that:
  - (a) There shall be no money due by the Member to the Association.
  - (b) The Member shall not be in breach of any of its obligations to the Association.

- (c) There shall be no disciplinary hearing or complaint outstanding against the Member.
  - A Member may not seek directly or indirectly to transfer its membership of the Association.
- 6. The membership of a Member may be suspended or terminated by the Board in the following circumstances:
  - (a) Where a Club fails to have its registered ground accepted by the Board for the then current playing season.
  - (b) Where a Club fails for two successive playing seasons to play or to complete its participation in those of the Challenge Cup competitions for which it is eligible and in which it has applied to play.
  - (c) Where a Member, without the written permission of the Board, becomes a member of another national association or of any other body promoting Association Football.
  - (d) Where in respect of a Club a petition is presented for its winding up or where the Club in question convenes a meeting to pass a resolution for voluntary winding up or enters into any form of liquidation (other than for the purposes of a bona fide solvent reconstruction or amalgamation) or is deemed by virtue of Article 103 of the Insolvency (Northern Ireland) Order 1989 or any other appropriate statutory provision to be unable to pay its debts.
- 7. (a) In circumstances other than those specified in Article 4.6 the Board shall have the power to expel any Member on such grounds as it may consider appropriate.
  - (b) An appeal against such decision shall be to a general meeting of the Association and shall follow the procedures set out in Article 14.4 and 5.
  - (c) Upon receipt of an appeal the Chief Executive shall take all necessary steps to convene a general meeting of the Association to deal with the appeal.
- 8. If any Member shall for any reason cease to be a Member it shall remain liable for and shall pay to the Association all monies which may be due by it to the Association. The Association shall not be liable for any debts or obligations of any Member.
- 9. Any Member which is in breach of the provisions of these Articles shall if required indemnify the Association and its Members against all losses, damages, liabilities, costs or expenses suffered or incurred by the Association and its Members which result directly or indirectly from such breach, including and without prejudice to the generality of the foregoing any loss of income or profits from any undertaking, contract, commercial liaison, sponsorships, or arrangement entered into by the Association or by any of its Members.

## **GENERAL MEETINGS**

- 1. The Board shall determine the venue, date and time of the annual general meeting, excepting that it shall take place each year no later than 30th June.
- 2. At least 21 days' notice in writing specifying the place, the day and the hour of the meeting (and in the case of special business the general nature of such business) shall be given to the Members in the manner prescribed by Article 19. Attached to such notice shall be a ticket authorising admission and stating the number of votes, if any, to which the Member is entitled.
- 3. The Board may when it thinks fit, and shall when required so to do in accordance with the Act, convene a general meeting.
- 4. A Member or Members proposing a resolution for the annual general meeting shall be required to submit it in writing to the Chief Executive not later than 30th April in each year.
- 6. Each Full Member, Organisational Member and League shall be entitled to appoint a representative to attend all general meetings of the Association and Associate Members shall be entitled to appoint one representative for every one hundred Clubs in respect of which they have paid an annual subscription, except when such a Member is suspended by the Association. A representative shall represent only one Member. Members of the Board, Council and of any other Association committee shall be entitled to be present and speak at all general meetings, but shall not be entitled to vote unless they are a representative of a Member.

## ARTICLE 6

## PROCEEDINGS AT GENERAL MEETINGS

- 1. No item of business shall be transacted at any general meeting if the persons attending it do not constitute a quorum at the time when the meeting proceeds to that item.
- 2. The representatives of 25 Members shall constitute a quorum.
- 3. The business to be transacted at each annual general meeting shall be as follows:
  - (a) To receive, consider and, if thought fit, approve the report of the Board.
  - (b) To receive, consider and, if thought fit, approve the accounts and balance sheet of the Association and the report of the auditors thereon.

- (c) To appoint the auditors and agree or provide for the determination of their remuneration.
- (d) Any other business appropriate to an annual general meeting.
- 4. If within half-an-hour from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week, at the same time and place, and if at such adjourned meeting a quorum is not present it shall stand adjourned sine die.
- 5. The President, or in his absence the First Deputy President, or in his absence the Second Deputy President, shall preside as chairman at every general meeting of the Association.
- 6. If at any general meeting the President or the Deputy Presidents are not present within 15 minutes after the time appointed for holding the meeting, the representatives of the Members present shall choose one of their number as chairman of the meeting.
- 7. The chairman may, with the consent of the meeting, adjourn any meeting at which a quorum may be present from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

# **VOTES OF MEMBERS**

- 1. No person shall be admitted to any general meeting unless such person:
  - (a) Has an admission ticket as provided for by Article 5.3, or
  - (b) Has been specifically invited to attend by the Office Bearers.
- 2. Each representative of a Full Member, an Organisational Member or a League shall be entitled to one vote. NIBFA, in addition to its vote as an Organisational Member, shall be entitled to one further vote for every 100 Clubs affiliated to it. In exercising the votes to which they are entitled, each Organisational Member and League shall canvas the views of their constituent members and reflect fairly the diversity of such views. For this purpose a Member entitled to more than one vote may exercise such votes both for and against the same proposed resolution.
- 3. At any general meeting votes may be made personally or by proxy. Proxies may be appointed only by a notice in writing which states the name and address of the Member appointing the proxy, identifies the person appointed

and the relevant general meeting, is signed on behalf of the Member appointing the proxy by an authorised signatory and is delivered to the Association in accordance with any instructions contained in the notice of the meeting. An independent accredited body shall be appointed by or with the authority of Council to receive, verify and count proxy votes. The numbers and distribution of proxy votes shall remain confidential in advance of the meeting. A representative of the independent body shall attend each general meeting, verify the attendance of the nominated proxies and announce the results of voting.

- 5. The chairman at all general meetings of the Association shall have a casting vote.
- 6. A declaration that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be made by the chairman of the meeting and an entry to that effect in the minute book of the Association shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- 7. At general meetings of the Association:
  - (a) Matters requiring to be passed by ordinary resolution shall be so passed if the relevant resolution is carried by a simple majority of the voting rights of those Members who, being present or represented by a valid proxy, do vote.
  - (b) Matters requiring to be passed by special resolution shall be so passed if the relevant resolution is carried by a majority of not less than threefourths of the voting rights of those Members who, being present or represented by a valid proxy, do vote. Changes to these Articles shall require a special resolution.
- 8. For the purposes of Article 17 it shall be deemed a breach of the Articles for any Member or a representative of a Member directly or indirectly to offer any bribe, consideration or other improper inducement to any other Member or representative of a Member for the purpose of procuring a vote on any matter and for any Member or representative of a Member to accept such offer.

## ARTICI F 8

# COUNCIL

1. Unless and until resolved to the contrary by the Members, the Association shall have a Council.

- 2.1 The Council shall consist of:
  - (a) The Office Bearers of the Association as full members.
  - (b) Ten persons comprising of:
    - (i) Five persons nominated by the North East Ulster Football Association.
    - (ii) Two persons nominated by the North West of Ireland Football Association.
    - (iii) Two persons nominated by the Mid Ulster Football Association.
    - (iv) One person nominated by the Fermanagh and Western Association.
  - (c) Until the AGM in 2016, twelve persons who are representatives of the Senior Division of NIFL, thereafter, six persons who are representatives of the Senior Division of NIFL.
  - (d) Until the AGM in 2016, one person nominated by the Intermediate Committee.
  - (e) Until the AGM in 2016, one person nominated by the Junior Committee.
  - (f) One person nominated by NISFA.
  - (g) One person nominated by NIBFA.
  - (h) One person nominated by the Army Football Association.
  - (i) One person nominated by the Northern Ireland Referees' Association.
  - (j) One person nominated by the AONISC.
- 2.2 Each Divisional Association shall also have the right to nominate additional representatives to the Council in the proportion of:
  - (a) One Council member for the first 10 clubs.
  - (b) One for the next 20 clubs.
  - (c) One for a further 20 clubs.
  - (d) One for each additional 50 clubs affiliated to such Divisional Associations, up to and not exceeding eight additional members for any one Divisional Association.
- 2.3 Each Divisional Association shall also have the right to nominate up to two representatives of Women's clubs affiliated to it as follows:
  - (a) One member for the first five Women's clubs.
  - (b) One additional member for the next 25 Women's clubs.

- 2.4 Each league in continuous membership of the Association, for the past 10 years, will be entitled to have at least one member representing that League on Council. League representation can be achieved by co-option through the relevant Divisional Association. Co-option will not be permitted after AGM 2016 and Divisional nominations must comply with the proportional representation specified in Article 8.2.2.
- 2.5 Members of the Board with the exception of the Office Bearers shall not be members of Council but may attend and speak at Council meetings. Subject to the tenure provisions set out in Articles 9.2 and 10.9, retiring members shall remain eligible for re-election to the Board by indicating their intention prior to completion of their current term in office. Council members wishing to stand for election to the Board shall be nominated by two members of Council.
- 2.6 Nominating bodies shall communicate the names of their nominee(s) to the Chief Executive by 1st June and include the following details in respect of each nominee:
  - (a) Address.
  - (b) Date of Birth.
  - (c) Club (as defined in Article 1).
  - (d) Club status (ie Senior, Intermediate, Junior or Women).
  - (c) and (d) shall not apply to nominees from the Army FA, AONISC, NIBFA, NIRA and NISFA.
    - All such nominations shall be for one year at a time. No member of Council shall represent more than one nominating body.
- 2.7 The quorum of the Council shall be 20.
- 3. No person shall be elected, appointed, nominated or remain as a member of Council if, at the time of the election, appointment or nomination, that person has served on Council for a total of 15 years, whether or not consecutive. This limitation shall be modified in the case of any member of Council on the date of passing of these Articles who shall instead cease to be eligible for election, appointment or nomination on the completion of 15 years' service following the date of the passing of these Articles or, if earlier, the Annual General Meeting following their 75th birthday. The foregoing limitations shall not apply to members of the Board and Honorary Vice Presidents.
- 4. The Association in general meeting may by a special resolution remove any member of Council before the expiry of his period of office. The original nominating body may then appoint a person to act in his place until the expiry of that period of office.

- 5. In order to discharge its primary function of representing the Members and all those with a material interest in Association Football in Northern Ireland, the Council shall meet at least four times in each year:
  - (a) To review reports from the Board and Football Committee as to the affairs of the Association.
  - (b) To consider and advise on specific questions which may be addressed to it by the Board and Football Committee.
  - (c) To provide a forum for discussion about and consideration of significant issues for the development of Association Football in Northern Ireland.
  - (d) To give advice to any committee of the Association.
  - (e) To elect the Office Bearers (in accordance with Article 9) and other members of the Board (in accordance with Article 10.9 (a)) from persons who have been members of Council for at least the preceding two years and to endorse the appointment of Board members co-opted by the Board in accordance with Article 10.9 (b) and (c). The requirement for two years' service detailed above will not apply to Council members who have been Board members at any time in the preceding two years prior to their nomination.
  - (f) To appoint an independent arbitration panel to adjudicate on disputes subject to Article 3.2, the Chairman of which shall have a legal background, as determined by the Board from time to time.
  - (g) To nominate members to judicial committees in accordance with Articles 13 and 14.
  - (h) To nominate members to serve on committees in accordance with Articles and Football Regulations.
- 6. Each member of Council shall have one vote, except the Honorary Vice Presidents who shall be entitled to attend, take part in debate, but not vote. The Chairman of the IFA Board shall attend Council Meetings to report on Board activities.
- 7. Meetings of Council shall be chaired by the President or, in his absence, the First Deputy President, or in his absence the Second Deputy President.
- 8. In the event that Council shall not be able to fill the aforementioned committees referred to in Article 8.5(g) and (h) from members of the Council, it may fill the vacancies from persons who are not members of the Council but who are members of a Member and who in the absolute discretion of the Council are considered to have appropriate knowledge and understanding of Association Football.

## OFFICE BEARERS

- 1. At its first meeting after each Annual General Meeting, Council shall elect from its members three Office Bearers, namely a President, a First Deputy President and a Second Deputy President to act for a year, at least one of whom shall be from the Senior Division of NIFL at any one time. Nominations for such elections, duly proposed and seconded by two members of Council, shall be made in writing so as to be received by the Chief Executive not later than 31st March, and included in the notice for the relevant meeting. Where, on the day of the election there are no nominees, or the only nominee for the positions of President or Deputy President is unable to accept election, such election or elections shall be postponed until the next meeting of Council with new nominations, as outlined above, to be received by the Chief Executive not later than a date determined by Council.
- 2. Any Office Bearer shall be eligible for re-election. However, no person shall serve as President or as a Deputy President for more than a total of five years in each role, commencing from the date of their election in accordance with Article 9.1. For the avoidance of doubt, where the President and/or Deputy President is appointed to fill a vacancy in accordance with Article 9.3 (c), any period served prior to their election in accordance with Article 9.1 shall not be taken into account for the purposes of Article 9.2.
- 3. (a) Council shall meet within 14 days following the Annual General Meeting to elect the Office Bearers.
  - (b) In the event that more than one nomination is received for each post an election shall be held. Only those candidates receiving more than 50% of the votes cast shall be elected. If no candidate receives more than 50% of the votes, the candidate with the lowest number of votes shall be eliminated and a further vote taken, such process continuing until a candidate receives at least 50% of the votes. In the event of a tie the person to be elected shall then be decided by the drawing of lots.
  - (c) In the event that a vacancy occurs in the office of President or a Deputy President during the course of the year the vacancy shall be filled by the Council and the person so appointed shall hold office until the next Annual General Meeting (subject to Article 9.2).
- 4. Presidents who have completed five years in that office, and at the discretion of Council those who have served for a lesser period, shall be made Honorary Vice-Presidents once they relinquish all involvement in Association committees. Such Honorary Vice-Presidents may remain as members of Council (in accordance with Article 8.6).

## **BOARD**

- 1. The management of the business and the control of the Association shall be vested in the Board, which shall be responsible for all matters relating to the conduct and undertaking of the Association (including without prejudice to the generality thereof the playing of Association Football in Northern Ireland). The Board shall appoint a Chief Executive to whom it shall delegate management decisions in accordance with a written Scheme of Delegation adopted by it. The Board's primary focus shall be on setting strategy and on monitoring the implementation of that strategy by the Chief Executive. The Board shall each year
  - (a) Publish its corporate strategy.
  - (b) Prepare for presentation to Council a draft business plan and a draft income and expenditure budget.
  - (c) Regularly review income and expenditure against budget.
  - (d) Evaluate progress towards corporate goals.
    - The Board shall indicate annually in its corporate strategy and business plan its proposed allocation of resources so as to achieve a balanced approach to the promotion and development of football at all levels. It shall obtain the views of Council on its proposed allocation but retain responsibility for decision- making in the matter.
- 2. The Board may delegate any of its powers under the Articles to such person or committee and in such manner as it thinks fit. It may make rules of procedure (in the form of Standing Orders or otherwise) governing its members and any person or committee to which it delegates powers. This shall include an Independent Dispute Resolution Panel of three persons, to which the Board may refer any disputes that cannot be resolved using any other mechanism. The terms of reference of such a panel to be agreed by the Board and stated in the Standing Orders.
- 3. The Board may exercise all powers of the Association and carry out all objects of the Association, as are not by these Articles or by statute expressly directed or required to be exercised or done by the Association in general meeting.
- 4. The Association in general meeting may by special resolution direct the Board to take, or refrain from taking, specified action.
- 5. An act done by the Board, whether ultra vires or not, that receives the express or implied sanction of the Association in general meeting, shall not

- be afterwards impeached by any Members on any grounds whatsoever, and shall be deemed to be a valid and binding act of the Association.
- (a) A decision by the Board must be either a decision by a majority of those taking part in a meeting (which may, if the chairman so determines, be an electronic meeting during which all members taking part can hear each other) or a decision in relation to which all eligible directors indicate to each other in writing (which may include electronic mail) that they share a common view on the matter. If at a meeting the votes for and against a proposal are equal, the chairman of the meeting shall have a casting vote.
- (b) Any Board member may call a Board meeting by giving notice (or by authorising the company secretary to give notice) either orally or in writing to all other members.
- (c) The quorum for Board meetings shall be half of the current members.
- (d) The Board shall consist of the following:
  - The Office Bearers elected by and from Council pursuant to Article 8.5.
     The tenure on the Board of the Office Bearers shall be as prescribed by Article 9
  - Six other members elected by and from Council, at least one of whom shall be a representative of a women's club appointed to Council pursuant to Article 8.2.3. These members shall be entitled to hold office for three years from the date of their election and be eligible for re-election for a maximum of two further three-year periods. Notice of any impending vacancy on the Board shall be given to Council members not less than 3 months prior to the election to fill such vacancy.
  - Two Board members co-opted by the Board following a process prescribed by the Board and set out more particularly in the Standing Orders and which should include public advertisement and endorsement by Council. These co-optees shall be lay members (not being a member of Council or holding office in any Member, or having been so in the three years prior to appointment). Subject to any probation period specified in the Standing Orders, the tenure on the Board of lay Board members shall be three years from the date of their co-option and they shall be eligible for renewal of their co-option (without public advertisement, but following endorsement by Council) for a maximum of two more three-year periods. The Association will also have the discretion to extend the engagement of a co-opted lay Board member beyond the nine year overall period for a maximum of one further year when it is considered necessary for maintaining continuity and experience on the Board.

- In addition to the two members co-opted under (b) above, the Board shall co-opt one further member, following public advertisement, and endorsement by Council. That third person need not be a lay member but shall have such skills or experience not otherwise available to the Board. Such director shall be subject to the same process referred to in (b) above and the tenure of such director shall be limited to a period of one year renewable (without public advertisement, but following endorsement by Council) for a maximum of eight further years.
- 6. The Board shall have power to co-opt the Chief Executive as a member of the Board, for so long as he remains Chief Executive, or to appoint him as Company Secretary.
  - Candidates for co-option under Article 10.9 (b) and (c) shall meet the following criteria:
  - (a) Experience of management in the private, public or voluntary sectors.
  - (b) Awareness of the requirements of corporate governance.
  - (c) Any other skills and experience specified by the Board as a requirement for each co-option.
    - Should the process result in fewer candidates being approved than there are vacancies on the Board, Council (in the case of directors elected in accordance with Article 10.9 (a)) or the Board (in the case of directors coopted in accordance with Articles 10.9 (b) or (c)) shall instigate a rerun of the relevant process until the vacancies are filled.
- 7. (a) No member of the Board may be linked (either directly or indirectly) to more than one Club during service on the Board; nor may more than one member be linked (either directly or indirectly) with any one Club.
  - (b) No member of the Board, except Office Bearers, may remain on Council as a person nominated under Article 8.2.
  - (c) All members of the Board following election will undertake induction, training, appraisal and mentoring in the role of being a director.
  - (d) No member of the Board can simultaneously be a member of the Board of any IFA subsidiary company.
- 8. The Board will appoint the Chairman and Vice-Chairman of the main Association Committees which are as follows:
  - (a) Football Committee.
  - (b) Disciplinary Committee.
  - (c) Appeals Committee.

- (d) Licensing Committee.
- (e) All Board Sub-Committees.

And will determine the process for the selection of the same.

# ARTICI F 11

# ORGANISATION AND MANAGEMENT OF FOOTBALL

- 1. The Board may delegate to the Football Committee and its sub-committees the organisation and management of all matters to do with the playing of Association Football. Subject thereto, the operation and playing of Association Football in Northern Ireland shall be undertaken by the following Divisional Associations:
  - (a) North East Ulster Football Association.
  - (b) North West of Ireland Football Association.
  - (c) Mid Ulster Football Association.
  - (d) Fermanagh and Western Football Association.
- 2. The Board shall in its absolute discretion fix the areas and boundaries within which a Divisional Association shall operate and have jurisdiction.
- 3. Each Divisional Association shall nominate persons to be members of Council in accordance with Article 8.2.
- 4. (a) In the event that a Divisional Association shall cease to exist or cease to be a Member those Clubs within its jurisdiction shall at the request of the Board form a new Divisional Association.
  - (b) Such Divisional Association shall not become an Organisational Member until the Board has resolved in writing to accept it as such.
  - (c) Each Divisional Association shall account to the Association for all subscriptions that it receives for the account of the Association in respect of subscriptions of Members and referees.
  - (d) Each Divisional Association shall submit their annual financial statements to the Football Committee.
  - (e) Fines resulting from disciplinary sanctions imposed by Divisional Associations in Junior Football will be collected by the Irish Football Association through the approved Football Management System. All such monies will be forwarded to the respective Divisional Associations at agreed times during the season.

- 5. The Association in general meeting may make regulations governing the organisation and playing of Association Football which, when published, shall be binding on Members, players registered with Members, and referees registered with the Association.
- Without prejudice to Article 11.5, the Association shall not administer or organise directly any football association, league or combination of Clubs after 1st June 2013.
- 7. Members appointed by Council to Judicial Committees which includes the disciplinary, appeals and licensing committee, shall not be a member of any other IFA committee or body within the Association.

# LICENSING COMMITTEE

- The Board shall appoint a Licensing Committee and a Licensing Appeals
   Committee in line with regulations issued from time to time by UEFA.
   Each of these Committees shall consist of no more than seven members
   who shall not be connected with or be representatives of any Clubs with
   involvement in any of the Association's licensing programmes. The quorum
   of each Committee shall be three.
- 2. The Licensing Committee shall issue licensing manuals for both UEFA and domestic licensing schemes, and manage the programmes to enable the annual issuing of licences where appropriate.
- 3. Each Committee as above shall submit a written report of its meetings to the Board.

## ARTICI F 13

## DISCIPI INARY COMMITTEE

- 1. The Disciplinary Committee shall, unless the Members in a general meeting determine otherwise, consist of nine persons as follows:
  - (a) Two Members appointed by the Board who shall have a legal background as determined by the Board from time to time, who shall not be members of any Club, who shall serve as Chairman and Vice Chairman.
  - (b) Seven members nominated by Council with at least one member from each of Senior. Intermediate and Junior Football.
    - No member of the Board shall be a member of the Disciplinary Committee.

- 2. The quorum of the Disciplinary Committee shall be three (including Chairman/ or Vice-chairman).
- 3. The Disciplinary Committee will have full powers to deal with all disciplinary matters contained within terms of reference determined for it by the Football Committee together with those matters delegated to it by the Board under Articles 10.2 and 17, including the publication of a Disciplinary Code.
- 4. The Disciplinary Committee shall submit written reports of its meetings to the Football Committee.
- 5. Each member of the Disciplinary Committee shall hold in confidence all matters discussed at meetings of the Committee.

# APPEALS COMMITTEE

- 1. The Appeals Committee shall, unless the Members in a general meeting determine otherwise, consist of a panel of twelve persons:
  - (a) Six members nominated by Council with at least one member from each of Senior, Intermediate and Junior Football.
  - (b) Six members nominated by the Board, who shall not be members of any Club and who shall serve for such time as the Board decides, from whom the Board shall appoint the Chairman who shall have a legal background, as determined by the Board from time to time.
    - No member of the Board shall be a member of the Appeals Committee.
- 2. Other than an appeal by a Member against its expulsion, a player, official, referee, Club, Associate Member, Organisational Member or League has the right to appeal to the Appeals Committee against any decision of a Club, committee, League or other such body within the Association which is imposed upon him or it, provided that the appellant has exhausted such appeals procedures as were available to the appellant consequent upon the decision in question, unless satisfactory grounds are given for not having done so. For the avoidance of doubt, an appeal by a player must be submitted either:
  - (a) By the player personally, setting out the grounds for the appeal in writing; or
  - (b) By the player's Club on the player's behalf, setting out the grounds for the appeal in writing, and countersigned by the player.
- 3. An appeal hearing shall not be conducted as a re-hearing and will not allow evidence which was not previously adduced to the body which

- heard the case in the first instance unless good reason can be shown as to why it was not made available in the first instance. In such a case the Appeal Board will refer the case back to the body whose decision is appealed in line with Article 14(6)(e).
- 4. An appeal must be despatched by special delivery letter to the Chief Executive within four days after the date of the meeting at which the decision appealed against was taken unless for any reason it was not made known to the appellant at that meeting, in which case it must be despatched by special delivery letter to the Chief Executive within four days after the date on which the decision was notified in writing to the person or body concerned. Such letter shall state the grounds of appeal. A deposit of £100 shall be lodged with each appeal which shall be returnable only where the appeal is upheld. A copy of the Appeal must be sent simultaneously by special delivery letter to the body or committee whose decision is appealed against.
- 5. The Chief Executive shall, upon receipt of an appeal, forward it to the chairman of the Appeals Committee. The chairman of the Appeals Committee shall appoint from its members an appeal board consisting of a minimum of three persons to hear and determine an appeal. No person shall sit on an appeal which involves himself or any Club in which he has an interest. All appeals should be heard, where possible, within fourteen days of receipt of appeal.
- 6. The appeal board shall have the power to:
  - (a) Affirm the decision of the body whose decision is appealed against.
  - (b) Uphold the appeal by setting aside the decision appealed against and quashing any penalty imposed.
  - (c) Uphold the appeal in part by setting aside part only of the decision appealed against.
  - (d) Substitute for the decision appealed against a decision to find the appellant guilty of a lesser offence and/or to impose a lesser penalty or penalties in respect thereof.
  - (e) Refer the case, or any part of it, back to the body whose decision is appealed against.
  - (f) Take any step which, in the exercise of its discretion, the appeal Board considers appropriate in order to deal justly with the case in question, but only within the parameters laid down by the FIFA and IFA Disciplinary Codes and these Articles of Association.
    - If the appeal is unsuccessful, the appellant may be held liable for all or part of the expenses of the appeal procedure. Should the appeal board

consider any appeal to be of a frivolous or vexatious nature or merely to release a player/official from suspension in order to enable him to participate in a match it shall have power to deal with the appellant as it shall deem appropriate.

An appeal may be withdrawn by an appellant prior to the hearing of the case by notifying the Chief Executive of withdrawal in writing. The appeal shall, upon receipt of such notification by the Chief Executive, be deemed to be abandoned and the original decision against which the appellant appealed shall be regarded as final and binding. Upon withdrawal of an appeal, the appeal deposit shall be forfeited. The appellant may be held liable by the appeals board for all or part of the expenses of the appeal procedure.

- 8. Upon the conclusion of each appeal the appeal board shall submit a written report on the outcome of the appeal to the Appeals Committee and Football Committee.
- 9. Each member of the Appeals Committee shall hold in confidence all matters discussed at meetings of the Committee and of appeal boards.

### ARTICI F 15

# DISQUALIFICATION FROM OFFICE

- 1. An Office Bearer or any member of the Board, Council or Association committee shall cease to be an Office Bearer or member of such body:
  - (a) If he becomes bankrupt or compounds or makes an arrangement with his creditors, but he may notwithstanding any such event, be eligible for reappointment if the Board so decides.
  - (b) If he becomes incapable of managing his own affairs or physically incapable of performing the duties of an Office Bearer or member of such body.
  - (c) If, when not on Association business, he absents himself from three consecutive meetings of any such body without providing a reason acceptable to that body.
  - (d) The Club of which he is a representative ceases to be a Member.
  - (e) If he is a paid official or employee of the Association, other than the Chief Executive or a professional referee, but then only during the period he holds such office or employment.
  - (f) If he is a member of a Club which has been suspended under Article 16 but only during the period of suspension. For the purposes of this provision, a person shall be a member of a Club if his name is shown in

- the official team sheet (or he is paid) for the match in respect of which the suspension is made.
- (g) If an individual by his wilful actions puts the Association at legal or financial risk

The foregoing is without prejudice to Articles 8.4 and 10.4.

# ARTICLE 16

# SUSPENSION

- 1. In the event that a Club has been suspended from playing football, that Club shall be disqualified from playing matches or fixtures promoted by or on behalf of the Association during the period of suspension.
- 2. The suspension of a Club shall not of itself disqualify any player in such Club from playing in matches or fixtures promoted by or on behalf of the Association.
- 3. The suspension of an Organisational Member or League shall disqualify all its members from acting in any capacity under the Association during the period of suspension.
- 4. A Member or any person (with the exception of players) who is connected to a Club, an Organisational Member or a League who has been suspended, must refer to the Association's Disciplinary Code or to the sanction imposed by the Board or the Disciplinary Committee for the terms of its or his suspension. The Board or the Disciplinary Committee may determine that during any such period of suspension the said Member or person shall not hold any office in any Club, Organisational Member or League or act in any capacity under the Association or attend any meeting of the Association, any Organisational Member or League or any committee of the Association.
- 5. A player who has been suspended, must refer to the Association's Disciplinary Code or to the sanction imposed by the Board or the Disciplinary Committee for the terms of his suspension. The Board or the Disciplinary Committee may determine that during any such period of suspension the said player shall not hold office in any Club, Organisational Member or League, or act in any capacity under the Association.
- 6. A Club, Organisational Member or League shall not during the period of its suspension have any representation at any general meeting of the Association, or at any meetings of any Organisational Member or League.
- 7. For the purposes of this article suspensions shall include only those imposed directly by the Disciplinary Committee or the Board.

# ARTICLE 17

#### **GENERAL DISCIPLINE**

- 1. Where any person or body has breached or caused or contributed to the breach of any of the Articles or brings the game of Association Football into disrepute, that person or body shall be liable to expulsion, suspension, fine and/or such other penalty or sanction as the Board may think fit.
  - The Board may delegate these powers to the Disciplinary Committee.
- 2. The Board, or the Disciplinary Committee acting on behalf of the Board, shall be the sole judge (and shall be unfettered in its judgment) as to what brings the game of Association Football into disrepute and what constitutes loyalty, integrity and sportsmanship.

#### ARTICLE 18

# ADMINISTRATIVE ARRANGEMENTS

- 1. The annual report and accounts of the Association shall be prepared to 31st December in each year.
- 2. No member shall have any right of inspecting any accounting records or other books or documents of the Association except as conferred by statute or authorised by the Board or by the Association in general meeting.
- 3. The Association shall have a common seal, which shall be under the charge of the Board, and all documents bearing the seal shall be countersigned by one member of the Board and the Chief Executive
  - Informative Note: To facilitate the change from 31st March to 31st December, the 2013 financial year will be 9months from 1st April 2013 to 31st December 2013.

#### ARTICLE 19

#### NOTICES

- 1. Notices of the Association requiring authentication may be authenticated by the signature of the Chief Executive or by any other person appointed by the Board to do so. Any notice to be given to or by any person pursuant to these Articles shall be in writing, except that a notice calling a meeting of any committee need not be in writing.
  - The signature on any notice required to be given by the Association may be typed or printed or otherwise written.

2. A notice may be served by the Association by sending it through the post in a prepaid letter addressed to the person who is to be served at its or his registered address.

The Association is authorised generally and unconditionally to use electronic communications with its Members (and members of Council) and in particular the Association is authorised to send or supply documents or information to its Members (and members of Council) by making it available on a website

Subject to the Articles, anything sent or supplied by or to the Association under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Association.

Subject to the Articles, any notice or document to be sent or supplied to a Board Member in connection with the taking of decisions by the Board may also be sent or supplied by the means by which the Board Member has asked to be sent or supplied with such notices or documents for the time being.

A Board Member may agree with the Association that notices or documents sent to that Board Member in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

- 3. Any notice sent by post shall be deemed to have been served on the day following that in which the envelope containing the same was posted, and in proving such service it shall be sufficient to produce a certificate by the person posting the envelope that the envelope containing the notice was properly addressed, stamped and duly posted.
- 4. Where a number of days' notice or notice extending over any period is required to be given, the day for which notice is given shall be included in such number of days or other period, but the day of service, i.e. the day following that upon which the envelope containing same was posted, shall not be so included.
- 5. The accidental omission to give notice of a meeting to, or the non-receipt of a notice for any meeting of the Association by, any person entitled to receive notice shall not invalidate the proceedings at such meeting.
- 6. A Member present at any meeting of the Association shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

7. If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Association is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least one daily newspaper circulated throughout Northern Ireland and such notice shall be deemed to have been duly served on all Members entitled thereto by noon on the day when the advertisement appears. In any such case the Association shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

# **ARTICLE 20**

### COMMUNICATIONS

In order that the affairs of the Association may be conducted without unreasonable hindrance, any Member, committee member, official, player, referee or other person under the jurisdiction of the Association is required to answer a written communication from the Association promptly. Any such body or person failing to comply with this shall be liable to censure, fine or suspension, or a combination of such penalties.

### ARTICLE 21

### CONDUCT

- 1. Members of Council or any Association committee shall carry out their duties in accordance with the Association's policies and procedures including any code of conduct and code of ethics adopted by the Board. Without prejudice to the foregoing, they shall be at liberty to contract with the Association, and shall not be disqualified by reason of their having so contracted and shall not be bound to account to the Association for any profit which they may derive from the Association from having so contracted, provided that at the time the contract is entered into they disclose their interest therein and do not vote on the matter.
- 2. Members of Council and Association committees shall be allowed such expenses incurred in the performance of their duties as the Board shall approve.
- 3. Each member of Council and of any other Association committee shall be entitled during his term of office to gain admission free of charge to all matches under the jurisdiction of the Association (excepting matches

involving clubs or representative teams from other associations). Any person who has acted as a member of Council for a total period of 10 years or member of any other Association committee or commission who has so been for a total period of 10 years shall, on retiring or ceasing to be such member (other than by reason of expulsion), become an Honorary Life Member entitling him to admission free of charge to all matches under the jurisdiction of the Association (excepting matches involving clubs or representative teams from other associations). Council may confer Honorary Life Membership on any individual as it sees fit.

# **ARTICLE 22**

## INDFMNITY

- 1. Every Office Bearer, member of the Board, Council or any committee, Chief Executive or other officer or employee of the Association shall be indemnified by the Association against all costs, losses and expenses incurred by him in or about the discharge of his duties, except such as happen from his own wilful neglect, dishonesty or fraud.
- 2. The Board shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Office Bearers. members of the Board, Council or any committee, Chief Executive or other officer or employee of the Association or of any other company in which the Association or any of the predecessors of the Association has any interest whether direct or indirect or which is in any way allied to or associated with the Association, or of any subsidiary undertaking of the Association or of any such other company, or who are or were at any time trustees of any pension fund in which any employees of the Association or of any such other company or subsidiary undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Association or any such other company, subsidiary undertaking or pension fund.

# IRISH FOOTBALL ASSOCIATION LIMITED



FOOTBALL REGULATIONS UPDATED 26 JUNE 2023

# FOOTBALL REGULATIONS

# **DEFINITIONS**

1. These Regulations have been made by the Association in general meeting pursuant to Article 11.5 of the Articles of Association. In these Regulations, except where the context otherwise requires, the definitions and explanations contained in Articles 1 and 2.1 of the Articles of Association shall apply mutatis mutandis. Changes to these Regulations may be made by ordinary resolution of the Association in general meeting.

### **FOOTBALL COMMITTEE**

- 2. The Football Committee shall consist of the following members:
  - (a) The Office Bearers of the Association.
  - (b) Four members of Council nominated by the Divisional Associations, one by each Association.
  - (c) A member of Council representing a Women's Club, nominated under Article 8.2.3.
  - (d) A member of Council nominated by NIBFA.
  - (e) A member of Council nominated by NISFA.
  - (f) A member nominated by the Junior Committee.
  - (g) A member nominated by the Intermediate Committee.
  - (h) Three members nominated from the Senior Division of the NIFL who are members of Council.
    - Each body nominating members of the Football Committee must do so by 1st June in any year.
- 3. The Football Committee shall appoint, from amongst its members, one to as an observer to the Referees' Committee, to ensure that the Committee is operating in line with the UEFA Convention on Refereeing.
- 4. The Football Committee shall meet at least bi-monthly to deal with the following:
  - (a) Sanctioning of the format of any Club, Association, League or other organisation and the annual approval of rules of such bodies.
  - (b) Appointment of six members to the Referees Committee in accordance with Regulation 19.

- (c) Administrative matters including affiliations and regulations.
- (d) Oversight of Members' facilities and of football development at all levels of the game.
- (e) Review of the annual financial statements of the Divisional Associations.
- (f) Responsibility for coaching structures and development programmes.
- (g) Responsibility of all arrangements for Junior International Matches and the UEFA Regions cup matches, including selection of players and team officials. This function will be delegated to the Junior and Youth Cup Committee.
- (h) Responsibility for the process and when necessary the competition to decide Promotion to and Relegation from NIFL and other Intermediate Leagues.
- (i) Overseeing the allocation of referees to leagues at Intermediate level.
- (j) The promotion and control of Women's Football.
- (k) All other matters delegated by the Board.
  - The Chairman of the Board shall be entitled to attend meetings of the Football Committee. A report from each meeting of the Football Committee shall be presented to the Board.
- The Football Committee may appoint sub-committees and may delegate responsibilities to such sub-committees. The Football Committee may coopt a maximum of two members of Council with the appropriate skills onto any such sub-committee.

# PLAYER STATUS COMMITTEE

- 6. The Player Status Committee shall consist of:
  - (a) Two independent members (not being a member of a club), who are legally qualified, to be appointed by the Board to serve as Chairman and Vice Chairman for a three-year period, at least one of whom should have knowledge of employment law.
  - (b) Six members of Council to include at least one representative from senior, intermediate, junior and women's football.
    - The quorum of the committee shall be three.
- 7. The Committee shall deal with the following issues
  - (a) Registration disputes.

- (b) Transfer disputes involving an amateur player.
- (c) Contract disputes between a professional player and his club.
- (d) Priority of registration disputes.
- (e) Compensation disputes.
- (f) To review, approve and monitor implementation of the regulations.
- (g) To impose sanctions on leagues for non-compliance.
- (h) All other player registration issues as may arise from time to time.
  The Player Status Committee will submit reports of its meetings to the Football Committee

# CHALLENGE CUP COMMITTEE

- 8. The Challenge Cup Committee shall consist of
  - (a) The President, who shall act as Chairman.
  - (b) Five members nominated by Council, (including no less than three from the Senior Division of the NIFL). All five members must represent clubs which participate in the competition.
- 9. The Committee shall deal with
  - (a) The organisation and management of the Irish FA Challenge Cup Competition including drafting of competition rules, selection of Clubs to participate, the drawing of ties, and organisation of the semi-final and final ties. It shall submit reports of its meetings to the Football Committee.
  - (b) All reports, protests, complaints and other matters relating to the playing and conduct of the Challenge Cup Competition (other than referee reports).
- 10. The Challenge Cup Committee shall submit reports of its meetings to the Football Committee.

# INTERMEDIATE CUP COMMITTEE

11. The Intermediate Cup Committee shall consist of seven members nominated from and by Council. All members must represent clubs which participate in the Intermediate Challenge Cup Competition.

The Intermediate Cup Committee shall appoint one member to serve on the Football Committee.

- 12. The Committee shall deal with
  - (a) The organisation and management of the Intermediate Challenge Cup Competition including drafting of competition rules, selection of clubs to participate, the drawing of ties, and the organisation of the semi-final and final ties
  - (b) All reports, protests, complaints and other matters relating to the playing and conduct of the Intermediate Challenge Cup Competition (other than Referee Reports).
- 13. The Intermediate Cup Committee shall submit reports of its meetings to the Football Committee.

#### JUNIOR AND YOUTH CUP COMMITTEE

- 14. The Junior and Youth Cup Committee shall consist of 14 members nominated by Council made up as follows:
  - (a) Six members from the North East Ulster Football Association.
  - (b) Three members from the Mid Ulster Football Association.
  - (c) Three members from the North West of Ireland Football Association.
  - (d) Two members from the Fermanagh and Western Football Association.

    All members must represent clubs which participate in one of the two competitions.
- 15. The Junior and Youth Cup Committee shall appoint one member to serve on the Football Committee.
- 16. The Committee shall deal with the following:
  - (a) The management of the Junior Challenge Cup Competition including the drafting of Competition rules, selection of Clubs to participate, drawing of ties and organisation of the semi-final and final ties.
  - (b) The management of the Harry Cavan Youth Challenge Cup Competition including the drafting of Competition rules, selection of Clubs to participate, drawing of ties and organisation of the semi-final and final ties.
  - (c) All reports, protests, complaints and other matters relating to the playing and conduct of the Junior Challenge Cup and the Harry Cavan Youth Challenge Cup (other than referee reports).
- 17. The Junior and Youth Cup Committee shall submit reports of its meetings to the Football Committee

# WOMEN'S CHALLENGE CUP COMMITTEE

- 18. The Women's Challenge Cup Committee shall consist of five members nominated by Council.
- 19. This Committee shall deal with the following:
  - (a) The organisation and management of the Irish FA Women's Challenge Cup Competition including drafting of Competition rules, selection of Clubs to participate, the drawing of ties, and the organisation of the semi-finals and final tie.
  - (b) All reports, protests, complaints and other matters relating to the playing and conduct of the Women's Challenge Cup Competition (other than referee reports).
- 20. The Women's Challenge Cup Committee shall submit reports of its meetings to the Football Committee.

#### REFEREES' COMMITTEE

- 21. The Referees' Committee shall consist of:
  - (a) Six former referees appointed by the Football Committee, at least three of whom shall have served on the FIFA list of International Referees or Assistant Referees at some stage.
  - (b) The Council representative of the NIRA.
  - (c) One independent person, who is not a Referee, appointed by the Football Committee who brings appropriate skills to the operation of the Committee, such as knowledge of the law, education, marketing or people management. Such person shall act as Chair of the Committee, shall be a non-voting member, and shall be appointed for a term of three years which may be extended by the Football Committee to allow for a maximum period of nine years.
- 22. The Referees' Committee shall be responsible for all matters pertaining to referees (other than the payment of fees and expenses to referees) including but not limited to recruitment, training, grading, dealing with complaints concerning the application of the Laws of the Game, instruction, appointment of international referees, other relevant appointments and assessment. It shall also annually produce a strategy for the development of refereeing and maintain a register of qualified referees and shall be entitled to remove a referee from the register or suspend him. It shall submit reports of its meetings to the Football Committee and will act on behalf of the Football Committee on any refereeing matter as delegated to it.

- 23. No person under the age of 16 shall be registered as a referee. Any such applicants shall be deemed to be 'youth referees' and shall only referee matches between Clubs made up of players who are aged less than 16. Referees under the age of 18 will only be permitted to officiate at youth matches and must have parental consent to do so.
- 24. Referees who wish to referee Association Football in Northern Ireland shall apply annually via the Divisional Association for the geographical area in which they reside. Each referee shall pay an annual subscription of £15, and each youth referee £5, 50% of which shall be retained by the Divisional Association registering such referee and the balance shall be forwarded by such Divisional Association to the Association. Subscriptions shall be paid to the Association no later than 1st September in each year. Club Referees (that is qualified referees who are members of a club), who may only officiate at matches involving a club of which they are a member where there is no appointed referee or where the appointed referee does not appear, may affiliate annually directly to the Association by paying a fee of £5. Referees may not be permitted to officiate in any football match played under the jurisdiction of the Association until such times as they have registered and their subscriptions are received by the Association.
- 25. Referees shall be required to satisfy the Referees' Committee as to their qualifications for the role, and professional referees shall be remunerated as determined by the Board. Amateur referees shall only receive their traveling expenses. No professional referee can play or hold office in any affiliated club or league, or represent any Member, at any meeting of the Association or of any Organisational member whilst refereeing simultaneously in the same season. On registering referees must declare any interest they have in any affiliated club or league within the Association.
  - A professional referee shall only be eligible to serve on the IFA Council, subject to Article 8.2 (i), and the Referees' Committee and shall not be eligible to serve on any other Association Committee.
- 26. In respect of breaches of the Laws of the Game, a referee shall deal with any player or players as specified within those Laws and shall report such players or players to the Association or a Divisional Association as appropriate.
- 27. All referees are forbidden from taking part, either directly or indirectly, in betting and similar events or transactions connected with football matches in which they are officiating or otherwise involved.

# **PLAYERS**

- 28. (a) The FIFA Statutes governing the status and transfer of players will have precedence over anything in these Regulations in relation to, but not limited to, player registration, training compensation and contractual stability.
  - (b) The IFA shall annually publish Player Registration Regulations, approved by the Football Committee. Such regulations shall set out all conditions of player registration (notwithstanding Regulations 26 (a)) and must be adopted by all members.
    - All Clubs required to register amateur players must do so in accordance with the IFA Player Registration Regulations and the regulations of their relevant leagues and such players details will be recorded centrally with the Association.
    - There shall be no direct cost to clubs or affiliated leagues resulting from registration.
- 29. Players must attain the age of 16 by the end of the current playing season (31 May for the men's game and 31 October for the women's game) before they can be deemed suitable by their club and eligible to play Adult Football.
- 30. The word 'play' shall be understood to mean, engage in a match or competition in which the number of players a side is more than five.
- 31. A professional player shall not be allowed to serve on the Council or any other Association Committee or Commission or on the Council or Committee of any Organisational Member, League or Club or represent any such body at any meeting of the Association or any Organisational Member.
- 32. A player shall play only for the club with which he is registered and shall not play for any other Club without permission of the Association, but he may play for any team in connection with the Club by which he is registered subject to Competition Rules.
- 33. 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.
- 34. Benefit matches may, under special circumstances, be sanctioned by the Football Committee for amateur players. Benefit matches shall not be provided for amateur players unless sanctioned in writing by the Football Committee prior to the match taking place.
- 35. All players and officials are forbidden from taking part, either directly or indirectly, in betting and similar events or transactions connected with football matches within their own League or competition in which they or their Club are involved.

#### **MATCHES**

- 36. Each Club shall, when required, place its players and ground at the disposal of the Association. Members of such Clubs will not be admitted without payment to International Matches, Cup Semi-Finals or Finals.
- 37. Any player selected to play in an International or other match arranged by the Association, and without good or sufficient cause refusing to comply with the arrangements of the Football Committee for the playing of the match, or failing to play in such match, may be adjudged by the Football Committee to be guilty of misconduct, and such player, and any Club which may be deemed to have caused, encouraged, aided or abetted such player to refuse to comply with the arrangements, may be dealt with as the Football Committee shall think just.
- 38. (a) All receipts in respect of International Matches shall be retained by the Association
  - (b) All receipts for other matches shall be allocated between the Association and those Clubs engaged in the relevant matches, in such proportions as the Board shall decide.
- 39. (a) No match (other than matches in women's football) shall be played between 31st May and 1st August of each year, and in the case of women's football between 1st November and the following 28th February, without written permission of the Football Committee, or where a league has designated that it shall play in a summer season and has received Board permission to do so, except for competitions limited to five or less players on each side and friendly matches including two clubs affiliated to the Association.
  - (b) No match shall be played within Northern Ireland on a Sunday, unless the two participating clubs and competition organisers agree to do so. No sanction may be taken against any Club, combination of Clubs or individual player not agreeing to participate in Sunday Football. Any complaint or allegation of discrimination shall be referred to the Board for determination.
  - (c) No match shall be played involving a club from outside the jurisdiction of the Association without written permission of the Football Committee, except for matches in official competitions organised by UEFA or FIFA.
  - (d) No match shall be played commencing less than 5 hours prior to the kickoff of an "A" International, where the same are being played in Northern Ireland, or (in the town or city in which it is being played) an Irish Cup Semi-Final or Final or Women's Challenge Cup Final, without written permission of the Football Committee

- 40. The Association will organise six National Challenge Cup Competitions:
  - (a) The Irish Challenge Cup Competition
  - (b) The Intermediate Challenge Cup Competition
  - (c) The IFA Women's Challenge Cup Competition
  - (d) The Junior Challenge Cup Competition
  - (e) The Harry Cavan Youth Challenge Cup Competition
  - (f) The Irish FA Girls' Challenge Cup

The competitions shall be organised and managed within the committee structure of the Association and shall in all circumstances take precedence over any Divisional Association fixture or any League fixture. Divisional Association competition fixtures will in all circumstances take precedence over any League fixture.

# **CLUBS AND COMBINATIONS**

- 41. The formation of any league or other organisation that includes a Club requires the prior approval of the Board.
- 42. All Clubs shall play under the Articles and all Clubs playing under any articles or rules other than those of the Association, or playing with clubs not members of the Association, without the permission of the Association shall be liable to be expelled, suspended, fined or otherwise dealt with as the Association shall think fit. This Regulation shall not apply to individual amateur players.
- 43. Any Member shall have the right to obtain the opinion of the Board on any point connected with these Articles (or any rules and regulations made thereunder) or the Laws of the Game on payment of such fee as the Board may from time to time prescribe.
- 44. Resolutions and decisions of the Board shall be binding upon Members.
- 45. All League and Organisational Members shall be composed of Clubs (who shall be members). Their rules shall be approved by the Board annually. Such rules shall be submitted before the 30th June (with the exception of Women's football where the submission date shall be 31st January) in each year or such later date as the Board may approve, and if not so submitted the then existing rules shall be deemed to have continued until the Board shall otherwise direct. The Board shall have the power at any time to make enquiries into the working of such Leagues and Organisational Members, and to deal with them as they may consider necessary.

- All members must fully adopt and implement the Irish FA Safeguarding Policy and Procedures as set down by the Association from time to time.
- 46. Any Club taking part in a competition not authorized by its League or organizational Member will be liable to be fined, suspended, expelled or otherwise dealt with as the Board shall think just.

### DUAL INTEREST IN CLUBS

- 47. (a) Except with the prior written consent of the Board no person, being a member of a Member club of the Association, may at the same time, either directly or indirectly:
  - (i) Be a member of another club.
  - (ii) Be involved in any capacity whatsoever in the management or administration of another club.
  - (iii) Have any power whatsoever to influence the management or administration of another club provided such written consent shall not be required in the circumstances where a person is a member of two or more connected Member Clubs or is involved in any capacity whatsoever in the management or administration of two or more connected Member Clubs or has any power whatsoever to influence the management or administration of two or more connected Member Clubs
  - (b) In exercising their authority to consider any such request the Board shall have regard to the need to promote and safeguard the interests, integrity and public profile of Association Football, its players, spectators and others concerned with the game, and shall have regard to the Articles, Regulations and Rules of the Association and to the constitution and rules of FIFA and UEFA, and accordingly any such consent shall be subject to such conditions as the Board shall consider appropriate in the circumstances.
  - (c) For the purpose of this regulation 44 "connected Member Clubs" means clubs that are governed by or under the control of the same legal entity or clubs that are governed by the rules and/or constitution of or under the control of the same unincorporated association.

#### INTEGRITY OF MATCHES AND COMPETITIONS AND MATCH-FIXING

48. All persons bound by IFA's rules and regulations must refrain from any behaviour that damages or could damage the integrity of matches and

- competitions and must cooperate fully with IFA at all times in its efforts to combat such behaviour.
- 49. The integrity of matches and competitions is violated, for example, by anyone:
  - (a) who acts in a manner that is likely to exert an unlawful or undue influence on the course and / or result of a match or competition with a view to gaining an advantage for himself or a third party;
  - (b) who participates directly or indirectly in betting or similar activities relating to competition matches or who has a direct or indirect financial interest in such activities;
  - (c) who uses or provides others with information which is not publicly available, which is obtained through his position in football, and damages or could damage the integrity of a match or competition;
  - (d) who does not immediately and voluntarily inform IFA if approached in connection with activities aimed at influencing in a unlawful or undue manner the course and/or result of a match or competition;
  - (e) who does not immediately and voluntarily report to IFA any behaviour he is aware of that may fall within the scope of this article.
- 50. If filed after the relevant competition stage has finished, complaints regarding match-fixing can have no impact on the sporting result of the competition or match in question and, therefore, the match cannot be replayed, unless the competent disciplinary body decides otherwise.
- 51. The Anti-Doping rules of the Irish Football Association are the UK Anti-Doping Rules, published by UK Anti-Doping, as amended from time to time. Such rules shall take effect and be construed as rules of the Irish Football Association. Persons participating in the sport of Football under the jurisdiction of the Irish Football Association are bound by and must comply in all respects with the Anti-Doping Rules. The Irish Football Association shall recognise and take all necessary steps to give full force and effect within its jurisdiction to the Anti-Doping Rules and to any sanction(s) imposed under the Anti-Doping Rules. The rules shall apply to all persons under the jurisdiction of the Irish FA for either a) the length of the registration/ membership period or b) 12 months from the date of registration/ membership/participation, whichever is longer.

# IRISH FOOTBALL ASSOCIATION LIMITED



STANDING ORDERS
UPDATED 17 FEBRUARY 2022

# STANDING ORDERS

### **DEFINITIONS**

 In these standing orders, except where the context otherwise requires, the definitions and explanations contained in Articles 1 and 2.1 of the Articles of Association shall apply mutatis mutandis. For the purpose of the Standing Orders the term 'committee' shall include Council, save as Council otherwise determines.

# PROCEDURE AT MEETINGS

- 2. Meetings of the Board for transaction of ordinary business shall be held on such dates and times and at such places as it shall decide.
- 3. Any committee meetings shall be held at such dates and times and at such places as the committee decides or as the Board directs. Meetings may, if the Chairperson so determines, be held electronically or by hybrid means during which all members taking part can hear each other. The quorum for meetings shall be half of current members (unless otherwise stated in the Articles, these Standing Orders, the Football Regulations or the committee Terms of Reference.).
- 4. An agenda setting out Board or committee business shall be prepared and circulated to members not less than three working days before the day of meeting. A meeting may be held at shorter notice if all members entitled to be present so agree.
- 5. All other requirements with regard to notice of meetings shall be as set out in Article 19.
- 6. Decisions shall be taken on a show of hands at all meetings unless a director calls for a recorded vote
- 7. A vote by way of proxy may be used by a Board member on behalf of another Board member. Any question as to the validity of a proxy at a meeting shall be determined by that meeting, whose decision shall be final. No proxy vote shall be allowed at committee meetings.
- 8. The Chairperson of any meeting shall have a casting vote save in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles or these Standing Orders, the Chairperson is not eligible to vote for the purposes of that meeting (or part of a meeting).

9. The members of the Board in each year shall elect one of their independent members to be the Chairperson and one of their members to be vice Chairperson.

Each Chairperson and vice Chairperson shall hold office for one year but shall be available for re-election for a maximum period of five years. The Association will also have the discretion to extend their terms for a maximum of one further year when it is considered necessary for maintaining continuity and experience on the Board.

- 10. The members of any of the Association committees, (unless otherwise stated in the Articles, these Standing Orders, the Football Regulations or the committee Terms of Reference) in each year shall elect from amongst its members a Chairperson and a vice Chairperson. Each Chairperson and vice Chairperson shall hold office for one year but shall be available for re-election for a maximum period of five years. The Board shall compile a register of the chairpersons of all Committees and all newly appointed chairpersons shall attend an induction session to prepare them for their duties. The Chairperson of the Football Committee shall be the President from time to time.
- 11. If the Chairperson and vice Chairperson are not present within ten minutes of the time appointed for holding a meeting, the members present shall choose one of their number to be Chairperson of that meeting.

# ORDER OF BUSINESS AT MEETINGS

12. The order of business at meetings shall be:

Declarations of interest.

Apologies for non-attendance.

Approval of the minutes of the preceding meeting (including electronic/hybrid meetings), and signature by the Chairperson.

Matters arising.

Chairperson's remarks.

Report from the Chief Executive (in the case of the Board).

Reports from committees.

Such other business as may be determined in advance by the Chairperson.

Any other business.

Date and time of next meeting.

# RULES OF DEBATE

- 13. A member when speaking shall address the Chairperson. Where two or more members attempt to speak, the Chairperson will decide the order of their addressing the meeting. No speech shall exceed three minutes except by consent of the Chairperson.
- 14. A member shall direct his speech to the question under discussion or to a point of order. A point of order shall relate only to an alleged breach of an identified standing order. The ruling of the Chairperson on a point of order shall be final.
- 15. When a motion is under debate, no other motion shall be moved except the following:
  - 1. To amend or adjourn the motion.
  - 2. That the question be now put.
  - 3. That a member be no longer heard.
  - 4. That a member leave the meeting.
- 16. If unfinished business remains after a period of 2 1/2 hours, the meeting shall stand adjourned unless either a majority present agrees that this standing order be suspended or any failure to comply with this standing order is accidental.

#### RECORD OF MEETINGS

- 17. The Board and each committee shall keep minutes in some permanent, retrievable and verifiable format of their proceedings at their meetings. Without prejudice to the generality thereof, such minutes shall include but shall not be limited to the date and venue of the meeting, the names of those attending, the result of any election held, the text of and result of all resolutions proposed and other relevant deliberations.
- 18. Except with the prior approval of the Board or the relevant committee, no audio or video recorder or other instrument shall be used to record discussion at a meeting.
- 19. To enable Council to hold the Board accountable it shall receive verbal reports of Board meetings and the Chairperson of the Board, or his/ her nominee, shall provide such updates at Council meetings.

# INTERESTS OF BOARD AND COMMITTEE MEMBERS

- 20. Board and committee members shall have regard to Article 21.1 and disclose interests accordingly.
- 21. The Association shall keep a register recording conflicts/declarations of interest by Board and committee members and employees in any entity in which they or a close relative may be concerned and which could give rise to a conflict or duality of interest. A close relative is defined as father, mother, stepfather, stepmother, son, daughter, stepson, stepdaughter or spouse.
- 22. Board and committee members and employees are required to inform the Association of any new or changed interest, direct or indirect, pecuniary or otherwise.

#### INSPECTION OF DOCUMENTS

23. All reports made or minutes kept by any committee, and all documents presented to that committee, shall be open for inspection by any member of that committee

# **AUTHORITY OF BOARD AND COMMITTEE MEMBERS**

24. No member shall enter either orally or in writing into any contract or admit liability on behalf of the Association without the authority of the Board.

#### CONFIDENTIALITY OF PAPERS

- 25. Board and committee members attending any meeting shall respect the confidentiality of all papers presented to that meeting or matters raised and decisions taken at that meeting.
- 26. The Association is subject to legislation protecting data held relating to individuals. Board and committee members and staff must not disclose such data for any purpose not permitted by the legislation.

# **BOARD DELEGATION**

27. The Board shall establish a Chairman's Committee, the full details of which can be found within the Scheme of Delegation/ Terms of Reference approved by the Board.

28. The Board shall further prepare and keep under review a written Scheme of Delegation authorising the Chief Executive to take decisions in defined areas, up to approved monetary limits, without recourse to the Board.

#### **RFPORTING**

29. The Board shall ensure that it has a full understanding of the reporting obligations contained in the Project Documentation and shall ensure compliance, in a timely fashion, with these obligations in accordance with the terms of the Project Documentation. 'Project Documentation' has the meaning given to it in the funding agreement entered into by the Association, the IFA Stadium Development Company Limited and the Department of Culture, Arts and Leisure in relation to the redevelopment of Windsor Park Stadium

# AUDIT AND RISK COMMITTEE

- 30. The Board shall establish an Audit and Risk Committee and provide it with terms of reference deriving from relevant published guidance. The latest version of the terms of reference contains full details of this Committee.
- 31. Included in the Committee's responsibilities shall be detailed consideration of the annual accounts for recommendation to the Board and compliance with the reporting obligations set out in the Project Documentation and considered in Standing Order 30 above.

# **COMMITTEES**

- 32. Each committee will act for one year from the annual general meeting of the Association to its next annual general meeting.
- 33. No person shall be elected, appointed, nominated or remain as a member of a committee if, at the time of the election, appointment or nomination, that person has served on that committee for a total of 15 years, whether or not consecutive. This limitation shall be modified in the case of any member of a committee on the date of passing of these Articles who shall instead cease to be eligible for election, appointment or nomination to that committee on the completion of 15 years' service following the date of the passing of these Articles or, if earlier, the Annual General Meeting following their 75th birthday. The foregoing limitations shall not apply to members of the Board.

# CONDUCT AND CORPORATE GOVERNANCE

- 34. Board and committee members shall observe the Association's Code of Conduct and Code of Ethics, a copy of which must be signed and returned to the nominating body for onward submission to the Association in advance of taking up post.
- 35. The Board shall appoint one of its members to be a senior independent director (as recommended by the UK Corporate Governance Code) to provide a sounding board for the Chairperson, to serve as an intermediary for the other directors when necessary and to be available to members of the Association who have concerns which contact through the normal channels of Chairperson or Chief Executive has failed to resolve or for which such contact is inappropriate.
- 36. Members shall receive induction on joining the Board and undertake training relevant to their responsibilities, provide detail thereof for training records maintained by the Association and submit themselves for annual appraisal by the Chairperson. In the case of the President, Deputy President and the Chairperson of the Board, training shall include media presentation and public speaking.
- 37. Annual appraisal of the Chairperson shall be undertaken by the senior independent director.
- 38. The Board shall agree and adopt a director induction, training and appraisal process for each of the Board members from time to time.
- 39. The Board and each of its committees shall also evaluate annually their own collective performance.
- 40. The Association should ensure that terms of appointment for each director are agreed, and that a service agreement is signed with effect from the date of appointment. The service agreement shall also include a termination clause within it.
- 41. To support the process of election of Board members, the Chairperson of the Board shall be entitled to commend to Council any candidate who the Board believes would have a particular contribution to make to its work (taking account of the composition, skills and experience of the Board) and giving reasons for this endorsement. This is without prejudice to the right of other eligible candidates to present themselves for election.
- 42. The Chairperson shall prepare a statement of compliance with corporate governance standards for inclusion in the Association's annual report.

- 43. Board members must show commitment to their responsibilities and as evidence their attendances at Board meetings shall be summarised in the annual report.
- 44. To ensure unambiguous governance arrangements the President and Chairperson of the Board (together with the Deputy President and Vice Chairperson) shall observe their respective roles as defined in Appendix 1 to these standing orders.

### SELECTION OF INDEPENDENT BOARD MEMBERS

- 45. The Board should lead the process for board appointments in accordance with the Articles
- 46. On seeking to appoint an independent director the board shall produce and agree the selection criteria (following an evaluation of the balance of skills, experience, independence and knowledge on the board) and a public advertisement.
- 47. Each applicant or nominee shall undergo a comprehensive interview and selection process. The interview panel shall be determined by the Board and shall include an independent panel member sourced from outside the Association. The process shall be validated by an independent person or body.
- 48. The preferred candidate shall be proposed, and recommended to the Council for endorsement, by the Chairperson. The appointment should be endorsed by the Council at a Council meeting in accordance with Article 8.5(e).

# ALTERATIONS OF STANDING ORDERS

49. Standing orders may be altered by Board resolution, which shall require not less than three days' notice thereof to all Board members.

# DISTRIBUTION OF STANDING ORDERS

50. A printed copy of these standing orders, including a copy of the Articles, Code of Conduct and Code of Ethics, shall be given to each Board and Committee member. A copy of the Code of Conduct/Code of Ethics must be signed and returned to the nominating body for onward submission to the Association in advance of taking up post. Printed copies shall also be available for reference during office hours at the premises of the Association.

- 51. For the purposes of this Standing Order the following definitions shall apply:
  - "IFA Bodies" the Board, the Council and the Committees of the Association
  - "Independent Dispute Resolution Panel" a panel of three persons to determine a dispute between IFA Bodies and who are independent of and have no connection (direct or indirect) with the IFA Bodies or any of them and shall act impartially.
  - "IDRP" means the Independent Dispute Resolution Panel.
  - "Panel List" means the list of persons appointed by the IFA Board who have volunteered to sit on an IDRP when they are appointed to do so.
- 51.1 If a dispute ("the" or "a Dispute") arises between IFA Bodies they shall use all reasonable endeavours to find a resolution (including the resolution of the Dispute by conciliation).
- 51.2 In the event of the Dispute being unresolved within such time as determined by the Board it may in addition to other powers set out under Article 10 of the Articles of Association, refer the matter to an IDRP to determine the Dispute ("the Referral").
- 51.3.1 The Chairperson of the IDRP ("the Chairperson") shall have a legal background.
- 51.3.2 The parties shall endeavour to agree the appointment of the Chairperson to the IDRP within ten working days of the date of the Referral ("the Referral Period").
- 51.3.3 In the event that the parties are unable to agree the appointment of the Chairperson within the Referral Period the Chairperson shall be nominated by the President for the time being of the Law Society in Northern Ireland on the application of either of the parties to the Dispute or the IFA Board.
- 51.4.1 Each of the IFA Bodies involved in the Dispute shall nominate a member from the Panel List to be appointed to the IDRP within the Referral Period.
- 51.4.2 If any of the IFA Bodies involved in the Dispute fails to nominate a person from the Panel List to sit on the IDRP within ten working days of the date of the Referral the IFA Board shall appoint the member of the IDRP from the Panel List on behalf of that IFA Body.
- 51.4.3 Each person appointed to the IDRP shall prior to his or her acceptance of the role on the IDRP declare all conflicts of interest which he or she has.

- 51.4.4 In the event of a referral to an IDRP and any of the parties to that referral perceives or considers that any person appointed to the IDRP has a conflict of interest, or if any person appointed to the IDRP has a conflict of interest, the parties shall be afforded an opportunity to object to the appointment of that person. If any of the parties object within five working days of being notified of the constitution of the IDRP, to the appointment of a member of the IDRP who has an actual or perceived conflict of interest, that person shall stand down and the IFA Body who made the nomination shall within five working days nominate a replacement from the Panel List to be appointed to the IDRP.
- 51.4.5 The parties shall be notified of the names of the members of the IDRP appointed and the Chairperson.
- 51.5 The IFA Bodies involved in a Dispute may make submissions in writing to the IDRP. The IDRP shall consider all relevant documentation made available to it and may make further enquiries as appropriate.
- 51.6 The IDRP shall act as experts and not as arbitrators and shall determine any question relating to any relevant document or issue arising but only for the purposes of resolving the Dispute.
- 51.7 In so far as they are able the relevant IFA Bodies shall procure that the IDRP is given such assistance as is reasonably required for the purpose of resolving the Dispute and provide access to all documents relating to the Dispute that have been requested by the IDRP. Any failure to reply within a specified timescale, (without just or reasonable cause) to correspondence sent by the IDRP will render the IFA Body to whom such correspondence is sent to be in breach of this Standing Order and render the IFA body to such penalties as the IDRP shall deem fit to impose.
- 51.8 Any communication from one party to the IDRP must be sent to the other parties.
- 51.9 The IDRP shall use all reasonable endeavours to issue its determination to the parties within [thirty] days of its appointment but it may extend this timeframe if it considers it reasonable to do so.
- 51.10 The IDRP's determination shall be in writing, reasoned and final and binding upon the IFA Bodies involved in the Dispute who shall have no right to any form of appeal review or recourse to any court, arbitration or judicial authority.
- 51.11 The IDRP shall settle its own procedures save that the Chairperson shall have a second or casting vote. The IDRP shall be serviced and supported by IFA administrative staff.

- 51.12 Apart from the determination of the IDRP, all documents, submissions and statements submitted to the IDRP and between the IFA Bodies shall be confidential.
- 51.13.1 The Chairperson shall be entitled to receive remuneration for his role at an hourly rate agreed by the IFA Board.
- 51.13.2 The other members of the IDRP shall not receive any remuneration. However, all members of the IDRP will be entitled to reasonable and properly vouched out of pocket expenses.
- 51.14 All members of the IDRP shall be subject to the IFA Code of Conduct and Code of Ethics as laid down in the IFA Articles and the Standing Orders.

# APPENDIX 1

# ROLE DESCRIPTIONS – PRESIDENT AND CHAIRPERSON PRESIDENT

The role of the President is as an ambassador for the sport. His/her duties are to:

- Act as a senior statesperson in leading the IFA, speaking with authority on matters relating to the game, but not part of the politics of the Association.
- Make his/her experience and understanding of the ethos and interests of the game available to the Board.
- Support the Board and its Chairperson and, without limiting his/her contribution to debate, endorse any decisions of the Board regardless of his own private views.
- Attend major football events and functions as the IFA representative.
- Represent the IFA at FIFA, UEFA, and IFAB meetings.
- Together with the Chief Executive communicate with the media as the principal spokespersons on football matters.

#### **CHAIRPERSON**

The role of the Chairperson is to lead the Board in setting strategy and in overseeing the management of the IFA as a business. His/her duties are to:

- Provide leadership, drive and direction to all Board members to include the setting of annual objectives and completion of annual appraisals as set out in these Standing Orders.
- Lead the Board in setting strategy and in ensuring that the targets contained in that strategy are achieved.
- Together with the President and Chief Executive, represent the IFA externally on all matters of strategy.
- Report on behalf of the Board to Council and General Meetings and to DCAL (as agreed with DCAL from time to time).
- Ensure that the work of the Board takes proper account of views expressed by Council.
- Support and lead the Chief Executive in ensuring that the Association is managed in accordance with the decisions of the Board.
- Ensure that the Association operates within the terms of its Articles of Association and observes high standards of corporate governance.

#### DEPUTY PRESIDENT AND VICE CHAIRPERSON

The roles of the Deputy President and Vice Chairperson are to support respectively the President and the Chairperson. They are therefore subject to the corresponding duties and requirements set out above.

# IRISH FOOTBALL ASSOCIATION LIMITED



GUP COMPETITION RULES
SEASON 2023/24

# IRISH FOOTBALL ASSOCIATION LIMITED



IRISH CHALLENGE CUP RULES - 2023/24

# IRISH CHALLENGE CUP

### ANNUAL COMPETITION

- The Cup shall be called the 'Irish Football Association Challenge Cup' and shall be governed by the Challenge Cup Committee, hereinafter known as the Committee.
  - b) The Competition for the Cup shall be annual and open to Clubs in full membership of the NIFL Premiership/NIFL Championship (hereinafter Senior Clubs) and such other Clubs as may be permitted to compete. Such other clubs must also compete in the Intermediate Cup Competition during the current season. Any club withdrawing from the Intermediate Cup and without sufficient reason for so doing shall be debarred from competing in the Challenge Cup for the ensuing three seasons.

# DATE OF APPLICATION

2. Application for permission to compete in the competition shall be made online via Comet FMS not later than 30 June and shall be accompanied by an entry fee of £50. It shall be the sole responsibility of clubs to enter in order to participate in the competition. This application shall affect a club for one season only. The Competition shall be conducted under the Articles of Association, the Laws of the Game, and these Rules. The Committee may at its discretion accept sponsorship for the Competition or any part thereof.

# COMMITTEE MAY CALL UPON PLAYERS OR CLUBS OBJECTED TO FOR PROOF OF QUALIFICATION

3. Notwithstanding anything in any Rule, if the Committee has any doubt at any time, and whether arising out of a Protest or otherwise, as to the qualification of any player taking part in the Competition, they shall have power to call upon such player and/or Club to which he belongs, or for which he played, to prove that he is qualified according to the Rules. Any Club found guilty of fielding an ineligible player in any round of the competition and prior to the next round being played, up to and including the semi-final tie, may be fined up to a maximum sum of £250. Furthermore, the said club will be dismissed from the competition and the club losing the game in such circumstances shall replace the dismissed club and progress to the next round.

# **ELIGIBLE PLAYERS**

- 4. a) The competing teams shall number eleven players each. While the players in each team may be changed, no individual shall play for more than one Club in the Challenge Cup in the same season.
  - b) A player shall be construed as taking part in the game for which he was nominated only if he has actually played in such game.
  - c) To be eligible to participate in the Challenge Cup all players must be registered by their clubs, in accordance with the IFA Professional Game Player Registration Regulations.
  - d) For the avoidance of any doubt to be eligible to play in this competition a player must also be eligible to participate for his club in the relevant league competition.
  - e) Clubs who play in a purely amateur league competition and who are permitted to register players to participate in such purely amateur competition outside the following registration periods shall not be permitted to play any player so registered in this competition until the commencement of the subsequent registration period. The registration periods are:

First Registration Period 14 June – 1 September Second Registration Period 1 January – 1 February

f) No player who is registered by his club after 1 February shall be eligible to participate in that same season.

#### COMPLETION OF TEAM SHEET/MATCH CARD

- 5. a) Each Club shall complete the official team sheet by including the names of players and team officials (a maximum of six officials) and their functions taking part in each match (including the names of the nominated substitutes) and confirm the line-up via Comet FMS 45 minutes prior to kick-off for matches from qualifying rounds one to round four and 75 minutes prior to kick-off from round five to the final tie.
  - b) Players' names must correspond with the numbers assigned on the official team sheet. The Club Comet user shall be considered to verify the accuracy of the information provided on the team sheet via Comet FMS.

c) Any club failing to provide such confirmation by the stipulated deadlines will be fined in the sum of £25 for each offence.

### SUBSTITUTE PLAYERS

- 6. a) A club may at its discretion use five substitute players at any time in any tie, except to replace a player who has been expelled from the game by the referee. The substitutions can only be made when play is stopped for any reason and the referee has given permission. Substitute players shall be nominated prior to the commencement of the tie.
  - b) Clubs may nominate a maximum of seven substitute players, from which five substitutions shall be permitted.
  - c) Exceptionally a sixth substitute may take part exclusively during extra time.
  - d) Substitutions may only be made on at most three occasions during the game (excluding half time).

# REPLACEMENT OF PLAYERS ON THE TEAM SHEET

- 7. After the team sheets have been completed and submitted to the Comet Football Management System, and if the match has not yet kicked off, the following shall apply:
  - a) If any of the first eleven players named on the team sheet are not able to start the match due to unexpected physical incapacity, they can be replaced only by any of the seven (7) substitutes named on the confirmed team sheet. The substitute(s) in question can then be replaced by a player(s) not named on the initial team sheet, so that the quota of substitutes is not reduced. During the match, five (5) players can still be substituted. The replaced player(s) must be removed from the team sheet and not be available for selection for this fixture.
  - b) If any of the seven (7) substitutes named on the team sheet are not able to be fielded due to unexpected physical incapacity, they can be replaced by any player not named on the confirmed team sheet, so that the quota of substitutes is not reduced. During the match, five (5) players can still be substituted. The replaced player(s) must be removed from the team sheet and not be available for selection for this fixture.
  - c) Any amendments to the team sheet in accordance with points a) and b) above must be communicated to the opposing team manager in the presence of one of the Match Officials as soon as possible prior to the commencement of the match.

#### PLAYERS MUST WEAR REGISTERED COLOURS

- 8. a) The players in each competing team must wear the registered colours of the club for which they are playing, except when opposing teams have similar colours in which case the visiting club shall change.
  - b) In a semi-final or final tie, or any other tie played on neutral ground, where opposing teams have similar colours both teams will change unless they are agreed that only one need to do so.
  - c) The colours of the club shall be taken as the colour of the shirt, shorts and socks. A goalkeeper must wear a shirt of different colour, and said shirt must be of a colour distinctive from that of his opponents.
  - d) Referees shall have power to instruct a Club to change any part of their playing kit if he considers the colour not quite distinctive from that of his opponents, and the Referee shall have power to deal with any player refusing to comply with this instruction.

#### THE DURATION OF A MATCH

- 9. a) The duration of each match shall be 90 minutes. The match must be started at the time appointed by the Committee, but no protest will be upheld for late starting, unless the Committee is satisfied that the result of the match was affected by such delay.
  - b) The referee shall have power to allow additional time for stoppages, his decision thereon to be final.
  - c) If a match has been stopped by the referee, before the completion of the time specified, for any reason stated in Law 5 of the Laws of the Game, the Committee shall have power to deal with the matter as they may determine.

#### KICKS FROM THE PENALTY MARK

10. a) In the event of any match resulting in a draw extra time of fifteen minutes each way shall be played, and should the score be equal at the end of this period of extra time, the match shall be decided by the taking of kicks from the penalty mark in accordance with the conditions approved by the International FA Board.

#### COMPETITION FORMAT

- 11. a) The Committee shall determine the competition format.
  - b) In order to determine the additional clubs to join the Senior Clubs in Round 5 of the Competition, the Committee may play a qualifying round or rounds of ties (qualifying phase). In the event of the Committee deciding to play a qualifying round or rounds, it shall then determine which clubs will be invited to participate. Ties shall be played on the ground of the first drawn club (subject to the conditions detailed in rule 12). A player who plays for a club in a qualifying round(s) cannot play for another in the competition during the same season.

#### **FNTRY I FVFI S**

- 12. There shall be two entry levels in the competition.
  - (i) Clubs playing intermediate status football shall enter the competition at the first entry level the qualifying phase.
  - (ii) Clubs playing in the NIFL Premiership/NIFL Championship shall enter the competition at the second entry level Round 5.

# CLUBS SHALL BE DRAWN IN LOTS

13. The lots shall be drawn and Competition matches played as the Committee may determine, and immediately after each drawing the Secretary shall intimate to each of the clubs drawn the name and the colours of the Club it is drawn against and the date upon which the tie is to be played.

#### BYFS MAY BF GIVEN

- 14. a) The Committee may draw subsequent round or rounds before the winners of the previous rounds have been declared, and the winners according to such draw shall compete against each as in the previous round.
  - b) The Committee shall have power to exempt any number of Clubs from any number of rounds, and byes may be given so that the required number of additional clubs is obtained to play in Round 5 where the Senior Clubs enter the Competition.

#### DRAW AFTER BYE

15. In the event of a club getting a bye in any of the drawings, the Committee at the subsequent drawing, shall first draw a Club to play against it from the lot, the two shall again be put in the ballot-box and again drawn, and the club first out of the box shall have choice of ground (subject to the conditions detailed in rule 15): but the Committee may so arrange that four clubs compete in the semi-finals.

#### METHOD OF DRAWING

- 16. a) In principle the club that is first drawn in the ballot shall play at their registered home venue. However, should an intermediate club that enters the competition at the first or second entry level be drawn against a senior club the tie will be played at the registered home venue of the senior club. As an exception to this rule, NIFL Premier Intermediate League clubs will be permitted to host senior clubs at their registered home venue.
  - b) The first drawn club may forfeit home advantage with the agreement of their opponents and in such circumstances written confirmation of same must be notified to the Secretary by both clubs not later than 5 days following the date of the relevant draw.
  - c) Each club entering the competition should play their home games on their registered home ground (unless otherwise directed in exceptional circumstances by the Committee, Health and Safety authorities or the PSNI). Any match expenses incurred in staging a game at a neutral venue, in any round prior to the semi- finals and final, will be the responsibility of the club that was first drawn in the ballot.
  - d) Should a club having a registered home ground which, for whatever reason be unavailable (excluding inclement weather conditions) be drawn at home, they must travel to the ground of their opponents. Any match expenses incurred in staging a game in any round prior to the semi-finals and final will be the responsibility of the club that was first drawn in the ballot.
  - e) The Committee reserves the right to reschedule any fixture that has been chosen for live broadcast by an approved broadcast partner.

#### PRIVATE GROUND

17. a) A private ground shall be taken to be a ground over which the Club has sole control during the match, properly enclosed so as to prevent spectators

- entering the ground except by admission gates, and in which the dressing rooms and other appurtenances shall be up to standard required by the Committee. A fee must be charged for all Cup Tie matches and the minimum admission prices shall be fixed annually by the Committee.
- b) Clubs may only participate if their facilities have been inspected and approved by the Irish FA as being compliant with the Intermediate, Championship/PIL or Premiership Ground Criteria.

#### VENUES FOR SEMI-FINALS AND FINALS

- 18. a) In the semi-finals the grounds shall be chosen by the Committee and shall be neutral unless otherwise determined by the Committee who may, upon request, permit the match or matches to be played at the registered home venue of either of the participating teams.
  - b) The final tie shall be played at the National Football Stadium at Windsor Park unless otherwise determined by the Committee. Should any club participate in the final tie at their registered ground no ground rent will be payable.

#### **CLUB INFORMATION**

- 19. Each club must ensure that the following details are submitted and kept up to date on the Comet FMS:
  - i Name/Situation of Ground
  - ii. Colours of Club shirt, shorts and socks.
  - iii. The name and contact details of Secretary.

#### CLUBS FAILING TO PLAY

- 20. a) Any club refusing or failing to play against the club against which it has been drawn on the date fixed by the Committee and without sufficient reasons for so doing, shall be adjudged to have lost the match and will be otherwise dealt with as the Committee may determine. Also, any club leaving the ground before the expiration of the game must be adjudged to have lost the match and shall be liable to be dealt with by the Committee.
  - b) The Association reserves the right to implement a protocol in the event of exceptional circumstances.

#### WHEN POSTPONED GAMES MUST BE PLAYED

- 21. a) In the event of a tie prior to the round where the Senior Clubs enter being postponed the clubs must forthwith arrange to meet on the following Saturday.
  - b) In the event of a tie from where the Senior Clubs enter to the Quarter Finals being postponed the clubs must arrange to meet on a date to be determined by the Committee. In the case of such a postponed tie should only one of the clubs concerned have floodlights available at its registered home venue the rearranged tie shall be played at the venue with floodlights.
  - c) In the case of protested ties the Committee shall decide the dates and venues. Should either club refuse to compete, the club shall be removed from the competition, and otherwise dealt with as the Committee may determine.

#### MATCH OFFICIALS

- 22. a) In all matches the match officials shall be appointed by the IFA administration.
  - i. In matches up to and including Round 4 only a Referee shall be appointed.
  - ii. In matches from Round 5 onwards a Referee, two Assistant Referees and a 4th Official shall be appointed.
  - iii. A Reserve Assistant Referee will also be appointed to final tie.
  - b) On points of fact connected with the play over which the Assistant Referees have control, their decision should be given by flags. The Referee must use a whistle. In the question of interpretation of these rules or the laws of the game, an appeal may be made to the Committee, but the Referee's decision must be acted on in the field.
  - c) In Rounds 1 to 4 it will be the responsibility of the home team to pay the match officials fees and expenses on the day of the match.
  - d) In Rounds 5, 6 and the Quarter Finals the costs of referees will be split equally between the two competing clubs. The Association will pay the referees directly and will deduct such referee costs from the prize money payment owing to clubs when they are dismissed from the competition.
  - e) In the semi-final and final matches the Association will be responsible for making payment to the match officials.

#### **PROTESTS**

- 23 a) Protests must be received by the Secretary of the Association per special delivery letter\* bearing post mark within two days after the cause of the protest accompanied by a deposit of £100 which shall be forfeited in all cases where the protest has not been sustained.
  - b) Protests against ineligible players must give the names of players protested against, and cause of protest.
  - c) A copy of the protest must also be sent by special delivery letter\* to the club protested against bearing post mark within two days after the cause of the protest.
  - d) A copy of the protest must also be emailed to protests@irishfa.com within 4 days after the cause of the protest.
  - e) In no case will the deposit be returned after received by the Secretary of the Association unless the protest is upheld or withdrawn.
- \* The proof of posting of such special delivery letter shall be the postmark on the certificate of posting.

#### PROTEST OBJECTION TO GROUND

- 24. a) In the event of one of the competing clubs protesting that the ground of its opponent is not private, or fit and proper to be played upon, a committee of inspection shall be appointed by the Committee to investigate and decide the question. The protest must be lodged with the Secretary of the Association by Special Delivery letter five days previous to the date fixed for the match together with an inspection fee of £100.
  - b) In the event of a protest not being sustained the fee will be forfeited, but should the protest be sustained, the club protested against shall be required to refund the same through the Secretary of the Association previous to the tie being played. No protest will be entertained after a match as to the privacy of a ground, provided there has been sufficient time to enable clubs to take advantage of this Rule.

#### OBJECTIONS TO GROUND FTC.

25. Goal-nets must be used in all cup ties. Any objection to ground, goal-posts, goal-nets or ball must be lodged in writing by a responsible club official on the day with the Referee before the game, and the Referee shall have power to have such objections made right before the game starts.

#### REFEREE TO INSPECT GROUND

- 26. a) In case of unfavourable weather conditions or concerns regarding the playing surface, the Home Club must request the Association for an early inspection not later than four hours before kick off.
  - b) The Match Referee or an alternative Referee appointed by the Association shall inspect the ground at least three hours or more previous to the advertised time of kick-off and shall decide as to the fitness of the ground not later than three hours prior to the pre-arranged time of kick-off, his decision being final.
  - c) No game shall be postponed without an inspection by a referee appointed by the Association, who shall take due cognisance of local advice and the travelling supporters.
  - d) Notwithstanding the above, in the event of extreme weather conditions the Association reserves the right to declare any match or matches postponed without a formal pitch inspection.
  - e) In the event of a Referee not arriving at the ground by the time of kick off the match shall be postponed and the clubs must agree to re-arrange the match in accordance with rule 21.

#### AGREEMENT FOR CUP

27. It shall be the responsibility of the winning club to return the cup to the Association on or before the 1st day of March or earlier if so requested by the Association. The winning club shall return the cup in good or like condition and shall be liable for any costs in the event that the cup is destroyed by fire, or lost, or damaged by any other accident whilst in the possession of the club.

#### MFDALS

28. The Association will present medals only to the participants in the final tie. For the avoidance of any doubt this shall include the 18 players, Manager and Secretary of each club.

#### ADMISSION TO MATCHES

29. The Committee will determine the admission policy for the competition on an annual basis.

#### DIVISION OF RECEIPTS UP TO SEMI FINAL

- 30. a) In all ties previous to Semi-Finals, the gate receipts after payment of the costs pertaining to referees, professional security company, turnstiles, ambulance/first aid cover, ticketing or live streaming (if approved by the Committee) shall be equally divided between the two competing Clubs. (The home club shall ensure that copies of the receipts for such costs are furnished to the away team upon request).
  - b) Payment shall be made to the away team within 7 days following the date on which the match was played, except when the match has been designated as an 'all ticket' match. In such circumstances, all revenue generated from the sale of tickets by the away team shall be paid to the home team within 7 days following the date on which the match was played together with a reconciliation of unsold tickets (the home team shall then make payment to the away team within 7 days of receiving such revenue).
  - c) Non-payment by the deadlines for either the home or away teams shall result in an automatic increase of 10% of the monies due for up to 7 days late payment and 20% between 7 to 14 days late payment. All other cases shall be referred to the Committee who will deal with the matter as they consider appropriate.
  - d) Season tickets shall not be valid for any tie played in this Competition.

#### DIVISION OF SEMI FINAL AND FINAL GATE RECEIPTS

- 31. a) In the semi-final ties the nett receipts (including stands) shall be divided as follows: 10% to the Association and the balance divided equally amongst the competing clubs.
  - b) In the Final Tie, the receipts after all expenses are paid, shall be divided as follows: The Association to take 20% and the remaining balance to be equally divided between the competing clubs.
  - c) All tickets for the final tie shall be sold via the Association's online ticketing platform.
  - d) In principle all tickets for semi-final ties will be sold via the Association's online ticketing platform. However, in the event that the clubs are required to sell tickets then all money generated from the sale of tickets in respect of semi-final and final ties must be submitted by the respective clubs to the Association within 7 days following the date of the match. In respect of such ticket sales any balance of unsold tickets

- must be returned to the Association by a pre-determined date, which in all cases will be a date prior to the match, or the club shall be financially liable for the balance.
- e) Non-payment by this deadline shall result in an automatic increase of 10% of the monies due for up to seven (7) days late payment and 20% between seven (7) to fourteen (14) days late payment. All other cases shall be referred to the committee who will deal with the matter as they consider appropriate.

#### POWERS OF COMMITTEE

- 32. a) All questions of eligibility or qualification of competitors, or of application of these rules or the laws of the game, shall be referred to the committee and they shall have power to withhold the cup and medals or mementoes.
  - b) The Committee shall also have the power to deal with any other matter not provided for in these rules.

# COMMITTEE MAY ALTER RULES

33. The Committee shall, except as to the returns by Clubs, have power to alter these Rules, but in no case shall they do so until after the Final Tie has been played in any year.

# IRISH FOOTBALL ASSOCIATION LIMITED



# INTERMEDIATE CUP COMPETITION RULES - 2023/24

# INTERMEDIATE GUP

# ANNUAL COMPETITION

- 1. a) This competition shall be called the 'Irish Football Association Intermediate Cup' competition and shall be governed by the Intermediate Cup Committee, herein after known as the Committee.
  - b) The Competition shall be annual and open to the Intermediate clubs in membership of the Association subject to the approval of the Committee.
  - c) Only those clubs playing in Intermediate Leagues whose registered ground has been approved by the Irish FA are eligible to participate in the Intermediate Cup.
  - d) All Intermediate Cup games must be played on the clubs' registered League ground. Matches will be permitted to be played on Artificial Turf (3G) pitches which have been approved by the Intermediate Cup Committee.

#### DATE OF APPLICATION

2. Application for permission to compete in the competition shall be made online via Comet FMS, not later than 30 June and shall be accompanied by an entry fee of £30.00. It shall be the sole responsibility of clubs to enter in order to participate in the competition. This application shall affect a club for one season only. The Competition shall be conducted under the Articles of Association, the Laws of the Game and these Rules. The Committee may at its discretion accept sponsorship for the Competition or any part thereof.

# COMMITTEE MAY CALL UPON PLAYERS OR CLUBS OBJECTED TO FOR PROOF OF QUALIFICATION

3. Notwithstanding anything in any rule, if the Committee, has any doubt at any time and whether arising out of a Protest or otherwise as to the qualification of any player taking part in a competition, they shall have the power to call upon such player and/or club to which he belongs, or for which he played to prove he is qualified according to the rules. Any club found guilty of fielding an ineligible player in any round of the competition and prior to the next round being played, up to and including the semi-final tie may be fined up to a maximum sum of £100.00. Furthermore, the said

club will be dismissed from the competition and the club losing the tie in such circumstances shall replace the dismissed club and progress to the next round.

# QUALIFICATION OF PLAYERS

- 4. a) The competing teams shall number eleven players each. While the players in each team may be changed, no individual shall play for more than one Club in the Intermediate Cup in the same season.
  - b) A player shall be construed as taking part in the game for which he was nominated only if he has actually played in such game.
  - c) To be eligible to participate in the Intermediate Cup all players must be registered by their clubs, in accordance with the IFA Professional Game Player Registration Regulations.
  - d) For the avoidance of doubt to be eligible to play in this competition a player must also be eligible to participate for his club in the relevant league competition.
  - e) Clubs who play in a purely amateur league competition and who are permitted to register players to participate in such purely amateur competition outside the following registration periods shall not be permitted to play any player so registered in this competition until the commencement of the subsequent registration period. The registration periods are:-

First registration period – 14/06/2023 – 01/09/2023 Second registration period – 01/01/2024 – 01/02/2024

No player who is registered by his club after 1st February shall be eligible to participate in this competition in that same season. For the avoidance of doubt any player signed after the 1st February in the current season (including 'Out of Contract Professional') shall not be eligible to participate in the competition.

# **INELIGIBLE PLAYERS**

- 5. An ineligible player shall be a player who has:
  - Played in the current or previous three seasons in a senior international match

- ii. Played more than 12 senior matches (a senior match being a match in one of the recognised 'senior' competitions ie NIFL Premiership and Championship, Irish Challenge Cup, NIFL League Cup, Co Antrim Shield, Mid Ulster Cup, North West Challenge Cup) during the current season except if player has taken part in such senior match/es as a player for an Intermediate club.
- iii. Played in the winning team in the final tie of a National Association Senior Cup competition during the current or previous season, except for a player who has played in a winning team which had qualified from an Intermediate Competition.

#### COMPLETION OF TEAM SHEET

- 6. a) Each Club shall complete the official team sheet by including the names of players and Team officials (a maximum of 6 officials) and their functions taking part in each match (including the name of the nominated substitutes) and confirm the lineup via Comet FMS 45 minutes prior to kick- off for matches from rounds one to the quarter finals and 1 hour prior to kick-off in the semi finals and final tie.
  - b) Players' names must correspond with the numbers assigned on the official team sheet. The Club Comet user shall be considered to verify the accuracy of the information provided on the team sheet via Comet FMS.
  - c) Any club failing to provide such confirmation by the stipulated deadlines will be fined in the sum of £25 for each offence.

#### SUBSTITUTE PLAYERS

- 7. a) A club may at its discretion use five substitute players at any time in any tie, except to replace a player who has been expelled from the game by the referee. The substitutions can only be made when play is stopped for any reason and the referee has given permission. Substitute players shall be nominated prior to the commencement of the tie.
  - b) Clubs may nominate a maximum of seven substitute players, from which five substitutions shall be permitted.
  - c) Exceptionally a sixth substitute may take part exclusively during extra time in all rounds of the competition.
  - d) Substitutions may only be made on at most three occasions during the game (excluding half-time).

#### REPLACEMENT OF PLAYERS ON THE TEAM SHEET

- 8. After the team sheets have been completed and submitted to the Comet Football Management System, and if the match has not yet kicked off, the following shall apply:
  - a) If any of the first eleven players named on the team sheet are not able to start the match due to unexpected physical incapacity, they can be replaced only by any of the seven (7) substitutes named on the confirmed team sheet. The substitute(s) in question can then be replaced by a player(s) not named on the initial team sheet, so that the quota of substitutes is not reduced. During the match, five (5) players can still be substituted. The replaced player(s) must be removed from the team sheet and not be available for selection for this fixture.
  - b) If any of the seven (7) substitutes named on the team sheet are not able to be fielded due to unexpected physical incapacity, they can be replaced by any player not named on the confirmed team sheet, so that the quota of substitutes is not reduced. During the match, five (5) players can still be substituted. The replaced player(s) must be removed from the team sheet and not be available for selection for this fixture.
  - c) Any amendments to the team sheet in accordance with points a) and b) above must be communicated to the opposing team manager in the presence of one of the Match Officials as soon as possible prior to the commencement of the match.

#### PLAYERS MUST WEAR REGISTERED COLOURS

- 9. a) The players in each competing team must wear the registered colours of the club for which they are playing, except when opposing teams have similar colours in which case the home club shall change.
  - b) In a semi-final or final tie, or any other tie played on neutral ground, where opposing teams have similar colours both teams will change unless they are agreed that only one need to do so. The colours of the club shall be taken as the colour of the shirt, shorts and socks. A goalkeeper must wear a shirt of different colour, provided that said shirt is of a distinctive colour from that of his opponents.
  - c) Referees shall have power to instruct a player to change any part of their playing kit if he considers the colour not quite distinctive from that of his opponents, and the Referee shall have power to deal with any player refusing to comply with this instruction.

# THE DURATION OF A MATCH

- 10. a) The duration of each match shall be 90 minutes. The match must be started at the time appointed by the Committee, but no protest will be upheld for late starting, unless the Committee is satisfied that the result of the match was affected by such delay.
  - b) The referee shall have power to allow additional time for stoppages, his decision thereon to be final. If a match has been stopped by the referee, before the completion of the time specified, for any reason stated in Law 5 of the Laws of the Game, the Committee shall have power to deal with the matter as they may determine.

#### KICKS FROM THE PENALTY MARK

11. In the event of any match resulting in a draw extra time of ten minutes each way shall be played, and should the score be equal at the end of this period of extra time, the match shall be decided by the taking of kicks from the penalty mark in accordance with the conditions approved by the International FA Board.

#### COMPETITION FORMAT

- 12. a) The Committee shall determine the competition format.
  - b) There shall be one entry level in the competition.

# CLUBS SHALL BE DRAWN IN LOTS

- 13. a) The lots shall be drawn and the competition matches played as the Committee may determine, and immediately after each draw the Secretary shall intimate to each of the clubs drawn the name and the colours of the club it is drawn against and the date upon which the tie is to be played.
  - b) Matches will be played on or before the date set by the Intermediate Cup Committee. Any alterations to the date or kick-off time must be submitted in writing by both clubs and approved by the Intermediate Cup Committee.

#### BYES MAY BE GIVEN

- 14. a) The Committee may draw subsequent round or rounds before the winners of the previous rounds have been declared, and the winners according to such draw shall compete against each other as in the previous round.
  - b) The Committee shall have the power to exempt any number of clubs from any number of rounds, and byes may be given so that four clubs shall compete in the Semi Finals.

#### DRAW AFTER A BYE

15. In the event of a club getting a bye in any of the drawings the Committee at the subsequent drawing shall first draw a club to play against it from the lot, the two shall again be put in the ballot box and again drawn, and the club first out of the box shall have choice of ground; but the Committee may so arrange that four clubs compete in the semi-finals.

#### METHOD OF DRAWING

- 16. a) The clubs which are in each instance first drawn in the ballot shall have the choice of ground subject to the approval of the Committee.
  - b) The first drawn club may forfeit home advantage (in exceptional circumstances) with the agreement of their opponents and the approval of the Committee
  - c) In such circumstances written confirmation of same must be notified to the Secretary by both clubs not later than 5 days prior to the date of the match.
  - d) Should a club having a registered home ground which, for whatever reason be unavailable (excluding inclement weather conditions) be drawn at home they must travel to the ground of their opponents.
  - e) If neither team's registered home ground is available, the first drawn team must procure another ground where the facilities comply with Rule 1.
  - f) Notification of a non-available ground must be received by the Secretary of the Association not later than 5 days prior to the date of the tie.

#### PRIVATE GROUND

17. A private ground shall be taken to be a ground over which the Club has sole control during the match, properly enclosed so as to prevent spectators entering the ground except by admission gates, and in which the dressing rooms and other appurtenances shall be up to standard required by the Committee. A fee must be charged for all Cup Tie matches and the minimum admission prices shall be fixed annually by the Committee.

# VENUES FOR SEMI FINALS AND FINAL

- 18. a) In the semi-finals the grounds shall be chosen by the Committee and shall be neutral unless otherwise determined by the Committee who may, upon request, permit the match or matches to be played at the registered home venue of either of the participating teams.
  - b) The final tie shall be played at the National Football Stadium, Windsor Park unless otherwise determined by the Committee. Should any club participate in the final tie at their registered ground no ground rent will be payable.

#### **CLUB INFORMATION**

- 19. Each club must ensure that the following details are submitted and kept up to date on the Comet FMS:
  - i. Name/Situation of Ground.
  - ii. Colours of Club shirt, shorts and socks.
  - iii. The name and contacts details of Secretary.

#### **CLUBS FAILING TO PLAY**

- 20. a) Any club refusing or failing to play against the club against which it has been drawn on the date fixed by the Committee, and without sufficient reasons for so doing, shall be adjudged to have lost the match and will be otherwise dealt with as the Committee may determine. Also any club leaving the ground before the expiration of the game must be adjudged to have lost the match and shall be liable to be dealt with by the Committee.
  - b) The Association reserves the right to implement a protocol in the event of exceptional circumstances.

#### WHEN POSTPONED GAMES MUST BE PLAYED

- 21. a) In the event of a match being postponed due to inclement weather, in any round prior to the semi finals the clubs must arrange to play on or before the following Saturday.
  - b) In the event of the match not taking place on or before the second Saturday the club which was first drawn away will have the choice of venue for on or before the subsequent Saturday.
  - c) If there are any further postponements the Clubs will alternate for choice of venue on a weekly basis.
  - d) In the case of protested ties the Committee shall decide the dates and venues. Should either club refuse to compete, the club shall be removed from the competition, and otherwise dealt with as the Committee may determine.

#### MATCH OFFICIALS

- 22. a) In all matches the match officials shall be appointed by the IFA administration.
  - In matches up to and including the semi-finals only a Referee shall be appointed.
  - ii. In the semi-finals and final a Referee, two Assistant Referees and a 4th Official shall be appointed.
  - b) On points of fact connected with the play over which the Assistant Referees have control, their decision should be given by flags. The Referee must use a whistle. In the question of interpretation of these rules or the laws of the game, an appeal may be made to the Committee, but the Referee's decision must be acted on in the field.
  - c) From round one to the quarter-finals it will be the responsibility of the home team to pay the match officials' fees and expenses on the day of the match.
  - d) In the semi-final and final matches the Association will be responsible for making payment to the match officials.

#### **PROTESTS**

23. a) Protests must be received by the Secretary of the Association by special delivery service bearing the post mark within two (2) days after the cause of the protest, accompanied by a deposit of

- £100.00 (paid via cheque or bank transfer) which shall be forfeited in all cases where the protest has not been sustained.
- b) Protests against ineligible players must give the names of players protested against, and cause of protest.
- c) A copy of the protest must also be sent by special delivery post to the club protested against bearing postmark within two days after the cause of protest.
- d) In addition to the copy sent to the Association by Special Deliver, a copy of the protest must also be emailed to protests@irishfa.com within two (2) days after the cause of the protest.
- e) In no case will the deposit be returned after receipt by the secretary of the Association unless the protest be upheld.

\*The proof of posting of such a special delivery letter shall be the post mark on the certificate of posting.\*

# PROTEST - OBJECTION TO GROUND

- 24. a) In the event of one of the competing clubs protesting that the ground of their opponents is not private, or fit and proper to be played upon, a committee of inspection shall be appointed by the Committee to investigate and decide the question. The protest must be lodged with the Secretary of the Association at least five days previous to the date fixed for the match together with a fee of £100 (paid via cheque or bank transfer).
  - b) In the event of a protest not being sustained the expenses will be forfeited, but should the protest be sustained, the club protested against shall be required to refund the same, through the Secretary of the Association previous to the tie being played. No protest will be entertained after a match as to the privacy of a ground provided there has been sufficient time to enable the clubs to take advantage of this rule.

#### OBJECTIONS TO GROUND FTC.

25. Goal nets must be used in all cup ties. Any objection to ground, goal posts, goal nets or ball must be lodged in writing by a responsible Club official with the referee before the game has started, and the referees shall have the power to have such objections made right before the game starts.

#### REFEREE TO INSPECT GROUND

- 26 a) In the case of unfavourable weather conditions or concerns regarding the playing surface, the Home Club must request the Association for an early inspection not later than four hours before kick-off.
  - b) The Match Referee or an alternative Referee appointed by the Association shall inspect the ground at least three hours or more previous to the advertised time of kick-off and shall decide as to the fitness of the ground not later than three hours prior to the pre-arranged time of kick-off, his decision being final.
  - c) No game shall be postponed without an inspection by a referee appointed by the Association, who shall take due cognisance of local advice and the travelling supporters.
  - d) Notwithstanding the above, in the event of extreme weather conditions the Association reserves the right to declare any match or matches postponed without a formal pitch inspection.
  - e) In the event of a Referee not arriving at the ground by the time of kick off the match shall be postponed and the clubs must agree to re-arrange the match for the next available Saturday.
  - f) In the event of the home club failing to request an early inspection the committee shall be empowered to grant compensation to the other club for actual expenses incurred for such match.
    - Should the match referee deem the ground unfit for play then he/she shall be paid half the match fee and travelling expenses actually incurred by the home club. Should another association appointed referee deem the ground unfit for play then he/she shall be paid £5 plus travelling expenses actually incurred.

# AGREEMENT FOR CUP

27. It shall be the responsibility of the winning club to return the cup to the Association on or before the 1st day of March or earlier if so requested by the Association. The winning club shall return the cup in good or like condition and shall be liable for any costs in the event that the cup is destroyed by fire, or lost, or damaged by any other accident whilst in the possession of the club.

# **MEDALS**

28. The Association will present medals only to the participants in the final tie. For the avoidance of any doubt this shall include the 18 players, Manager and Secretary of each club.

#### ADMISSION TO MATCHES

- 29. a) The Committee will determine the admission policy for the competition on an annual basis.
  - b) In all competition matches, with the exception of the semi finals and final, the receipts after payment of the referees charges shall be kept by the home club. The home club shall be considered to be the club who host the match.

# DIVISION OF RECEIPTS FOR SEMI-FINALS AND FINAL

- 30. a) In the semi-final ties the receipts after all expenses are paid shall be divided as follows: 10% to the Association and the balance divided equally amongst the competing clubs.
  - b) If the Final tie is held at the National Football Stadium, 10% of the net gate receipts to be retained by the Association and the remaining 90% to be divided equally between the two finalists with the IFA bearing the cost of all match expenses.
  - c) If the Final tie is held at an alternative venue the receipts after all expenses are paid shall be divided as follows: the Association to take 20% and the remaining balance to be equally divided between competing clubs.

# POWERS OF COMMITTEE

- 31. a) All questions of eligibility or qualification of competitors, or of application of these rules or the laws of the game, shall be referred to the committee and they shall have power to withhold the cup and medals or mementoes.
  - b) The Committee shall also have the power to deal with any other matter not provided for in these rules.

#### COMMITTEE MAY ALTER RULES

The Committee shall, except as to the returns by Clubs, have power to alter these Rules, but in no case shall they do so until after the Final Tie has been played in any year.

# IRISH FOOTBALL ASSOCIATION



JUNIOR CHALLENGE CUP RULES - 2023/24

# JUNIOR CHALLENGE GUP RULES

# ANNUAL COMPETITION

- 1. a) The Cup shall be called the 'Irish Football Association Junior Challenge Cup' and shall be governed by the Junior and Youth Cup Committee, hereinafter known as the Committee.
  - b) The Competition shall be Annual, and open to Clubs, members of the Irish Football Association Ltd., subject to the approval of the Junior & Youth Cup Committee. Applications will only be considered from clubs in membership of recognised Leagues. Any club which has not competed in the Junior Cup Competition the previous season must have been in membership of a recognised league during the previous season. Only one team from each Club will be admitted to the Competition.

# DATE OF APPLICATION

2. Application for permission to compete in the Competition shall be made online via Comet FMS, not later than 15 August accompanied by an entry fee of £20.00. It shall be the sole responsibility of clubs to enter in order to participate in the competition. This application shall effect a club for one season only. The Competition shall be conducted under the Articles of Association, the Laws of the Game, and these Rules. The Committee may at its discretion accept sponsorship for the Competition or any part thereof.

#### COMMITTEE MAY CALL UPON PLAYERS

- 3. a) Notwithstanding anything in any Rule, if the Committee, has any doubt at any time and whether arising out of a Protest or otherwise as to the qualification of any player taking part in the Competition, they shall have power to call upon such player and/or Club to which he belongs, or for which he played, to prove that he is qualified according to the Rules.
  - b) Any Club found guilty of fielding an ineligible player in any round of the competition may be removed from the Competition, and may be debarred from competing for up to three seasons, and may be fined up to a maximum sum of £50.00 for each ineligible player.
  - c) In such circumstances the Committee shall have the power to reinstate the defeated team to the competition in the event that the following round has not yet taken place.

# **QUALIFICATION OF PLAYERS**

- 4. a) The competing teams shall number eleven players each. While the players in each team may be changed, no individual shall play for more than one Club in the Challenge Cup in the same season.
  - b) To be eligible to play in the competition players must be registered and eligible to play for their Club in their respective league competitions.
  - c) A player shall be construed as taking part in the game for which he was nominated only if he has actually played in such game.
  - d) Notwithstanding the additional restrictions in rule 5, a player must also be eligible to participate for his club in the relevant league competition.

#### **INELIGIBLE PLAYERS**

- 5. a) Should a player take part in any Cup Tie Match for the Irish Challenge Cup or Intermediate Cup he may not compete for the Junior Cup in the same season, except in the case of Junior teams, three members of which may play for the Senior or Intermediate teams of the same Club. However, no such player/s shall play in more than two matches collectively in the Irish Challenge Cup or Intermediate Cup.
  - b) In addition the following shall be ineligible to compete for the Junior Cup:
    - Any player who has played in the current or previous three seasons in a Senior International match.
    - ii. Any player who in the current or previous season has played in the Final Tie of any Senior Competition.
    - iii. Any player who in the current or previous season has played in the final tie of any Intermediate status competition except a player who has played in such final as a member of a Junior Club.
    - iv. Any player who has played in more than 12 competitive matches for NIFL Senior Clubs during the current and previous season collectively.
    - v. Any player who has taken part in more than six competitive matches for Senior or Intermediate Clubs collectively during the current season.
    - vi. A professional player shall not be allowed to take part in the Junior Cup Competition.

#### COMPLETION OF TEAM SHEET

- 6. a) Each Club shall complete the official team sheet by including the names of players and team officials (a maximum of six officials) and their functions taking part in each match (including the names of the nominated substitutes) and confirm the line-up via Comet FMS 30 minutes prior to kick-off for matches from round one to the semi-finals and 60 minutes prior to kick-off in the Final.
  - b) Players' names must correspond with the numbers assigned on the official team sheet. The Club Comet user shall be considered to verify the accuracy of the information provided on the team sheet via Comet FMS.
  - c) Any club failing to provide such confirmation by the stipulated deadlines will be fined in the sum of £25 for each offence.

# SUBSTITUTE PLAYERS

- 7. a) A club may at its discretion use three substitute players at any time in any tie, except to replace a player who has been expelled from the game by the referee. The substitutions can only be made when play is stopped for any reason and the referee has given permission. Substitute players shall be nominated prior to the commencement of the tie.
  - b) Clubs may nominate a maximum of five substitute players, from which three substitutions shall be permitted.
  - c) Exceptionally, a fourth substitute may take part exclusively during extra time in all rounds of the competition.

#### REPLACEMENT OF PLAYERS ON THE TEAM SHEET

- 8. After the team sheets have been completed and submitted to the Comet Football Management System, and if the match has not yet kicked off, the following shall apply:
  - a) If any of the first eleven players named on the team sheet are not able to start the match due to unexpected physical incapacity, they can be replaced only by any of the five (5) substitutes named on the confirmed team sheet. The substitute(s) in question can then be replaced by a player(s) not named on the initial team sheet, so that the quota of substitutes is not reduced. During the match, three (3) players can still be substituted. The replaced player(s) must be removed from the team sheet and not be available for selection for this fixture.

- b) If any of the five (5) substitutes named on the team sheet are not able to be fielded due to unexpected physical incapacity, they can be replaced by any player not named on the confirmed team sheet, so that the quota of substitutes is not reduced. During the match, three (3) players can still be substituted. The replaced player(s) must be removed from the team sheet and not be available for selection for this fixture.
- c) Any amendments to the team sheet in accordance with points a) and b) above must be communicated to the opposing team manager in the presence of one of the Match Officials as soon as possible prior to the commencement of the match.

# PLAYERS MUST WEAR REGISTERED COLOURS

- 9. a) The players in each competing team must wear the registered colours of the club for which they are playing, except when opposing teams have similar colours in which case the home club shall change.
  - b) In a semi-final or final tie, or any other tie played on neutral ground, where opposing teams have similar colours both teams will change unless they are agreed that only one need to do so.
  - c) The colours of the club shall be taken as the colour of the shirt, shorts and socks. A goalkeeper must wear a shirt of different colour, and said shirt must be of a colour distinctive from that of his opponents.
  - d) Referees shall have power to instruct a Club to change any part of its playing kit if he considers the colour not quite distinctive from that of its opponents, and the Referee shall have power to deal with any player refusing to comply with this instruction.

#### THE DURATION OF A MATCH

- 10. a) The duration of each match shall be 90 minutes. The match must be started at the time appointed by the Committee, but no protest will be upheld for late starting, unless the Committee is satisfied that the result of the match was affected by such delay.
  - b) The referee shall have power to allow additional time for stoppages, his decision thereon to be final.
  - c) If a match has been stopped by the referee, before the completion of the time specified, for any reason stated in Law 5 of the Laws of the Game, the Committee shall have power to deal with the matter as they may determine.

# EXTRA TIME/PENALTY KICKS

11. a) In the event of any match resulting in a draw extra time of ten minutes each way shall be played, and should the score be equal at the end of this period of extra time, the match shall be decided by the taking of kicks from the penalty mark in accordance with the conditions approved by the International FA Board

#### COMPETITION DRAW

- 12. a) The lots shall be drawn and Competition matches played as the Committee may determine, and immediately after each drawing the Secretary shall intimate to each of the clubs drawn the name and colours of the Club it is drawn against and the date upon which the tie is to be played.
  - b) The Committee may draw subsequent round or rounds before the winners of the previous rounds have been declared, and the winners according to such draw shall compete against each as in the previous round.
  - c) The Committee shall have power to exempt any number of Clubs from any number of rounds, and byes may be given so that the required number of clubs is obtained.
  - d) In the event of a club getting a bye in any of the drawings, the Committee at the subsequent drawing, shall first draw a Club to play against it from the lot, the two shall again be put in the ballot-box and again drawn, and the club first out of the box shall have choice of ground, but the Committee may so arrange that four clubs compete in the semi-finals.
  - e) The teams which are in each instance first drawn in the ballot and known as the "Home Team" shall play on the ground registered with the Association. The second drawn team shall be known as the "Away Team". If the registered ground is available it will not be necessary for the visiting team, or the Secretary of the Association to receive further notification, but if the match is being transferred to another ground it will be the responsibility of the team drawn at home to notify both their opponents and the Secretary of the Association by Special Delivery or email not later than the Friday of the week previous to the date of the match, giving clear direction to location of ground; failing which the team will be dismissed from the Competition. The proof of posting of such Special Delivery shall be the postmark on the Certificate of Posting.
  - f) In the event of a match not taking place on the date arranged owing to the ground being declared unplayable by the referee and/or in the case

- of public grounds by the Local Authorities (including their facilities), the teams shall forthwith arrange to play the following Saturday.
- g) In the event of the match not taking place on the second Saturday due to circumstances as 11 (f) the clubs will arrange to play the following Saturday on the ground of the "Away team" and if not played on this day due to weather conditions arrangements must be made to play at the same location on the following Saturday.
- h) In the event of the match not taking place on the second attempt at the ground of the original "Away team" the tie will revert from the following Saturday to alternate weeks at the "Home" and "Away" grounds.
- If necessary the Committee will permit the playing of the match at either club's registered or alternative ground if agreed in writing and confirmed to the Association Secretary by both clubs at least one day prior to the match.
- j) In all cases the Secretary of the Team on whose ground a match was to be played must, immediately, advise the Secretary of the Association and their opponents of any postponement. Any club failing to conform to this rule shall be dealt with by the Junior & Youth Cup Committee who shall have power to compel the offending Club to pay such expenses or take such action as they may deem expedient.
- k) Dressing accommodation, including adequate shower facilities must be provided on-site by the Home club unless otherwise stated by Irish Football Association or Northern Ireland Executive. Any club failing to conform to this rule shall be dealt with by the Junior & Youth Cup Committee who shall have power to compel the offending Club to pay such expenses or take such action as they may deem expedient.
- l) Matches may be played on grass or 3rd generation (3G) artificial turf pitches. Clubs playing their home matches on artificial turf must notify their opponents and the Association by email.
- m) Any team not adhering to this rule will be dealt with as the Committee consider appropriate.

#### VENUES FOR SEMI-FINALS AND FINAL

- 13. a) The venue for the semi-final ties shall be decided by the Committee.
  - b) The final tie shall be played at the National Football Stadium at Windsor Park unless otherwise determined by the Committee.

#### **CLUB INFORMATION**

- 14. Each club must ensure that the following details are submitted and kept up to date on the Comet FMS:
  - i. Name/Situation of Ground.
  - ii. Colours of Club shirt, short and socks.
  - iii. The name and contacts details of Secretary.

## **CLUBS FAILING TO PLAY**

- 15. a) Any club refusing or failing to play against the club against which it has been drawn on the date fixed by the Committee and without sufficient reasons for so doing, shall be adjudged to have lost the match and will be otherwise dealt with as the Committee may determine, which may include bearing the cost of pitch rental and referee expenses and exclusion from future competitions as the Committee may determine. Also, any club leaving the ground before the expiration of the game must be adjudged to have lost the match and shall be liable to be dealt with by the Committee.
  - b) The Association reserves the right to implement a protocol in the event of exceptional circumstances.

#### NOTICE OF SCRATCHING

16. Any Club intending to scratch must give notice to the Secretary of this Association and to the Secretary of the opposing Club, such notice to be received at least four days before the date of the match. Any club failing to conform to this rule shall be dealt with by the Junior & Youth Cup Committee who shall have power to compel the offending Club to pay such expenses or take such action as they may deem expedient.

# MATCH OFFICIALS

- 17. a) In all matches the Association shall appoint the Referee, who shall have the power to dispense with the services of the Assistant Referees of the clubs in the event that he/she finds one or other giving decisions at variance with the facts.
  - b) The Association shall appoint Assistant Referees and 4th Officials to the Semi-Finals and Final ties

- c) Where there is no appointed referee or where the appointed referee does not appear, the game may be refereed by a club referee (that is a qualified referee who is a member of a club) who is registered and who has paid their subscription to the Association.
- d) In the event that both teams have a qualified club referee, there shall be a coin toss and the winner shall referee the game. The qualified club referee shall be responsible for completing the match report on the Association's Comet Football Management System.
- e) Should there be no Association appointed Referee or qualified club referee available, the fixture will be recorded as postponed.
- f) In all matches prior to the semi-finals and final it will be the responsibility of the home team to pay match officials fees and expenses on the day of the match
- g) In the Semi-Final and Final ties, the Association shall pay the fees and expenses of the Referees, Assistant Referees, and 4th Officials.

# **PROTESTS**

- 18. a) Protests must be received by the Secretary of the Association per special delivery letter\* bearing post mark within two days after the cause of the protest accompanied by a deposit of £50 which may be forfeited where the protest has not been sustained.
  - b) Protests against ineligible players must give the names of players protested against, and cause of protest, including the reason/s for the player/s being ineligible.
  - c) A copy of the protest must also be sent by special delivery letter\* to the club protested against bearing post mark within two days after the cause of the protest.
  - d) A copy of the protest must also be emailed to protests@irishfa.com within 4 days after the cause of the protest.
  - e) In the case of protested Ties, or replays of same, the Committee shall decide the dates and venues. Should either Club refuse to compete such Club shall be removed from the Competition, and otherwise dealt with as the Committee may determine.

<sup>\*</sup> The proof of posting of such special delivery letter shall be the postmark on the certificate of posting.

#### OBJECTIONS TO GROUND ETC.

19. Goal-nets must be used in all cup ties. Any objection to ground, goal-posts, goal-nets or ball must be lodged in writing by a responsible club official on the day with the Referee before the game, and the Referee shall have power to have such objections made right before the game starts.

# AGREEMENT FOR CUP

20. It shall be the responsibility of the winning Club to return the cup to the Association on or before 1 March or earlier if so requested by the Association. The winning club shall return the cup in good or like condition and shall be liable for any costs in the event that the cup is destroyed by fire, or lost, or damaged by any other accident whilst in the possession of the winning club.

# **MEDALS**

21. The Association will present medals only to the participants in the final tie. For the avoidance of any doubt this shall include the 16 players, Manager and Secretary of each club.

#### **DIVISION OF RECEIPTS**

22. In all Competition matches, with the exception of the semi-finals and Final, the Club on whose ground the match is played shall take the receipts and pay all expenses.

# DIVISION OF RECEIPTS FOR SEMI FINAL AND FINAL

- 23. a) In the semi-final ties, the receipts after all expenses are paid, shall be divided as follows: 10% to the Association and the balance divided equally amongst the competing clubs.
  - b) In the Final tie, 10% of the net gate receipts to be retained by the Association and the remaining 90% to be divided equally between the two competing clubs.

#### COMMITTEE MAY ALTER RULES

24. The Committee shall have power to alter these Rules, but in no case shall they do so until after the Final Tie in any year shall have been played.

# POWERS OF COMMITTEE

- 25. a) All questions of eligibility or qualification of competitors, or of application of these rules, or the laws of the game, shall be referred to the committee, whose decision will be final (notwithstanding each club's right of appeal in accordance with the Articles of Association) and they shall have power to withhold the cup and medals or mementoes.
  - b) The Committee shall have power to deal with offending Club or Clubs, player or players, official or officials, as they may think fit, and to deal with any matter not provided for in these Rules.

#### Note

- Sundays shall not be reckoned in the computation of time in these rules.
- NB: Terms referring to natural persons are applicable to both genders. Any term in the singular applies to the plural and vice-versa.

# IRISH FOOTBALL ASSOCIATION



HARRY CAVAN YOUTH CUP RULES - 2023/24

# HARRY CAVAN YOUTH CUP

# ANNUAL COMPETITION

- The Cup shall be called the 'Irish Football Association Youth Challenge Cup' and shall be governed by the Junior and Youth Cup Committee, hereinafter known as the Committee.
  - b) The Competition shall be Annual, and open to Clubs, members of the Irish Football Association Ltd., subject to the approval of the Junior & Youth Cup Committee. Applications will only be considered from clubs in membership of recognised Leagues. Only one team from each Club will be admitted to the Competition.

#### DATE OF APPLICATION

2. Application for permission to compete in the Competition shall be made online via Comet FMS, not later than 15 August accompanied by an entry fee of £10.00. It shall be the sole responsibility of clubs to enter in order to participate in the competition. This application shall effect a club for one season only. The Competition shall be conducted under the Articles of Association, the Laws of the Game, and these Rules. The Committee may at its discretion accept sponsorship for the Competition or any part thereof.

#### COMMITTEE MAY CALL UPON PLAYERS

- 3. a) Notwithstanding anything in any Rule, if the Committee, has any doubt at any time and whether arising out of a Protest or otherwise as to the qualification of any player taking part in the Competition, they shall have power to call upon such player and/or Club to which he belongs, or for which he played, to prove that he is qualified according to the Rules.
  - b) Any Club found guilty of fielding an ineligible player in any round of the competition may be removed from the Competition, and may be debarred from competing for up to three seasons, and may be fined up to a maximum sum of £50.00 for each ineligible player.
  - c) In such circumstances the Committee shall have the power to reinstate the defeated team to the competition in the event that the following round has not yet taken place.

# QUALIFICATION OF PLAYERS

- 4. a) The competing teams shall number eleven players each. While the players in each team may be changed, no individual shall play for more than one Club in the Challenge Cup in the same season.
  - b) To be eligible to play in the Competition players must be registered and eligible to play for their Club in their respective league competitions.
  - c) A player shall be construed as taking part in the game for which he was nominated only if he has actually played in such game.
  - d) Notwithstanding the additional restrictions in rule 5, a player must also be eligible to participate for his club in the relevant league competition.

#### PLAYER ELIGIBILITY

- 5. a) No player shall be eligible to take part who is 18 years of age or older before the 1st day of January in the year in which the competition commences.
  - b) A professional shall not be allowed to take part in the Youth Cup Competition.

#### COMPLETION OF TEAM SHEET

- 6. a) Each Club shall complete the official team sheet by including the names of players and team officials (a maximum of six officials) and their functions taking part in each match (including the names of the nominated substitutes) and confirm the line-up via Comet FMS 30 minutes prior to kick-off for matches from round one to the semi-finals and 60 minutes prior to kick-off in the Final.
  - b) Players' names must correspond with the numbers assigned on the official team sheet. The Club Comet user shall be considered to verify the accuracy of the information provided on the team sheet via Comet FMS.
  - c) Any club failing to provide such confirmation by the stipulated deadlines will be fined in the sum of £25 for each offence.

#### SUBSTITUTE PLAYERS

7. a) A club may at its discretion use five substitute players at any time in any tie, except to replace a player who has been expelled from the game by the

- referee. The substitutions can only be made when play is stopped for any reason and the referee has given permission. Substitute players shall be nominated prior to the commencement of the tie.
- b) Clubs may nominate a maximum of seven substitute players, from which three substitutions shall be permitted.
- c) Exceptionally, a sixth substitute may take part exclusively during extra time in all rounds of the competition.

# REPLACEMENT OF PLAYERS ON THE TEAM SHEET

- 8. After the team sheets have been completed and submitted to the Comet Football Management System, and if the match has not yet kicked off, the following shall apply:
  - a) If any of the first eleven players named on the team sheet are not able to start the match due to unexpected physical incapacity, they can be replaced only by any of the seven (7) substitutes named on the confirmed team sheet. The substitute(s) in question can then be replaced by a player(s) not named on the initial team sheet, so that the quota of substitutes is not reduced. During the match, five (5) players can still be substituted. The replaced player(s) must be removed from the team sheet and not be available for selection for this fixture.
  - b) If any of the seven (7) substitutes named on the team sheet are not able to be fielded due to unexpected physical incapacity, they can be replaced by any player not named on the confirmed team sheet, so that the quota of substitutes is not reduced. During the match, five (5) players can still be substituted. The replaced player(s) must be removed from the team sheet and not be available for selection for this fixture.
  - c) Any amendments to the team sheet in accordance with points a) and b) above must be communicated to the opposing team manager in the presence of one of the Match Officials as soon as possible prior to the commencement of the match.

#### PLAYERS MUST WEAR REGISTERED COLOURS

9. a) The players in each competing team must wear the registered colours of the club for which they are playing, except when opposing teams have similar colours in which case the home club shall change.

- b) In a semi-final or final tie, or any other tie played on neutral ground, where opposing teams have similar colours both teams will change unless they are agreed that only one need to do so.
- c) The colours of the club shall be taken as the colour of the shirt, shorts and socks. A goalkeeper must wear a shirt of different colour, and said shirt must be of a colour distinctive from that of his opponents.
- d) Referees shall have power to instruct a Club to change any part of its playing kit if he considers the colour not quite distinctive from that of its opponents, and the Referee shall have power to deal with any player refusing to comply with this instruction.

#### THE DURATION OF A MATCH

- 10. a) The duration of each match shall be 90 minutes. The match must be started at the time appointed by the Committee, but no protest will be upheld for late starting, unless the Committee is satisfied that the result of the match was affected by such delay.
  - b) The referee shall have power to allow additional time for stoppages, his decision thereon to be final
  - c) If a match has been stopped by the referee, before the completion of the time specified, for any reason stated in Law 5 of the Laws of the Game, the Committee shall have power to deal with the matter as they may determine.

#### EXTRA TIME/PENALTY KICKS

11.a) In the event of any match resulting in a draw extra time of ten minutes each way shall be played, and should the score be equal at the end of this period of extra time, the match shall be decided by the taking of kicks from the penalty mark in accordance with the conditions approved by the International FA Board

#### COMPETITION DRAW

12. a) The lots shall be drawn and Competition matches played as the Committee may determine, and immediately after each drawing the Secretary shall intimate to each of the clubs drawn the name and colours of the Club it is drawn against and the date upon which the tie is to be played.

- b) The Committee may draw subsequent round or rounds before the winners of the previous rounds have been declared, and the winners according to such draw shall compete against each as in the previous round.
- c) The Committee shall have power to exempt any number of Clubs from any number of rounds, and byes may be given so that the required number of clubs is obtained.
- d) In the event of a club getting a bye in any of the drawings, the Committee at the subsequent drawing, shall first draw a Club to play against it from the lot, the two shall again be put in the ballot-box and again drawn, and the club first out of the box shall have choice of ground, but the Committee may so arrange that four clubs compete in the semi-finals.
- e) The teams which are in each instance first drawn in the ballot and known as the "Home Team" shall play on the ground registered with the Association. The second drawn team shall be known as the "Away Team". If the registered ground is available it will not be necessary for the visiting team, or the Secretary of the Association to receive further notification, but if the match is being transferred to another ground it will be the responsibility of the team drawn at home to notify both their opponents and the Secretary of the Association by Special Delivery or email not later than the Friday of the week previous to the date of the match, giving clear direction to location of ground; failing which the team will be dismissed from the Competition. The proof of posting of such Special Delivery shall be the postmark on the Certificate of Posting.
- f) In the event of a match not taking place on the date arranged owing to the ground being declared unplayable by the referee and/or in the case of public grounds by the Local Authorities (including their facilities), the teams shall forthwith arrange to play the following Saturday.
- g) In the event of the match not taking place on the second Saturday due to circumstances as 11 (f) the clubs will arrange to play the following Saturday on the ground of the "Away team" and if not played on this day due to weather conditions arrangements must be made to play at the same location on the following Saturday.
- h) In the event of the match not taking place on the second attempt at the ground of the original "Away team" the tie will revert from the following Saturday to alternate weeks at the "Home" and "Away" grounds.
- If necessary the Committee will permit the playing of the match at either club's registered or alternative ground if agreed in writing and confirmed to the Association Secretary by both clubs at least one day prior to the match.

- j) In all cases the Secretary of the Team on whose ground a match was to be played must, immediately, advise the Secretary of the Association and their opponents of any postponement. Any club failing to conform to this rule shall be dealt with by the Junior & Youth Cup Committee who shall have power to compel the offending Club to pay such expenses or take such action as they may deem expedient.
- k) Dressing accommodation, including adequate shower facilities must be provided on-site by the Home club unless otherwise stated by Irish Football Association or Northern Ireland Executive. Any club failing to conform to this rule shall be dealt with by the Junior & Youth Cup Committee who shall have power to compel the offending Club to pay such expenses or take such action as they may deem expedient.
- I) Matches may be played on grass or 3rd generation (3G) artificial turf pitches. Clubs playing their home matches on artificial turf must notify their opponents and the Association by email.
- m) Any team not adhering to this rule will be dealt with as the Committee consider appropriate.

#### VENUES FOR SEMI-FINALS AND FINAL

- 13. a) The venue for the semi-final ties shall be decided by the Committee and shall be neutral unless otherwise determined by the Committee who may, upon request, permit the match or matches to be played at the registered home venue of either of the participating teams.
  - b) The final tie shall be played at the National Football Stadium at Windsor Park unless otherwise determined by the Committee. Should any club participate in the final tie at their registered ground no ground rent will be payable.

#### **CLUB INFORMATION**

- 14. Each club must ensure that the following details are submitted and kept up to date on the Comet FMS:
  - i. Name/Situation of Ground.
  - ii. Colours of Club shirt, short and socks.
  - iii. The name and contacts details of Secretary.

#### CLUBS FAILING TO PLAY

- 15. a) Any club refusing or failing to play against the club against which it has been drawn on the date fixed by the Committee and without sufficient reasons for so doing, shall be adjudged to have lost the match and will be otherwise dealt with as the Committee may determine, which may include bearing the cost of pitch rental and referee expenses and exclusion from future competitions as the Committee may determine. Also, any club leaving the ground before the expiration of the game must be adjudged to have lost the match and shall be liable to be dealt with by the Committee.
  - b) The Association reserves the right to implement a protocol in the event of exceptional circumstances.

#### NOTICE OF SCRATCHING

16. Any Club intending to scratch must give notice to the Secretary of this Association and to the Secretary of the opposing Club, such notice to be received at least four days before the date of the match. Any club failing to conform to this rule shall be dealt with by the Junior & Youth Cup Committee who shall have power to compel the offending Club to pay such expenses or take such action as they may deem expedient.

#### MATCH OFFICIALS

- 17. a) In all matches the Association shall appoint the Referee, who shall have the power to dispense with the services of the Assistant Referees of the clubs in the event that he/she finds one or other giving decisions at variance with the facts
  - b) The Association shall appoint Assistant Referees and 4th Officials to the Semi-Finals and Final ties
  - c) Where there is no appointed referee or where the appointed referee does not appear, the game may be refereed by a club referee (that is a qualified referee who is a member of a club) who is registered and who has paid their subscription to the Association.
  - d) In the event that both teams have a qualified club referee, there shall be a coin toss and the winner shall referee the game. The qualified club referee shall be responsible for completing the match report on the Association's Comet Football Management System.
  - e) Should there be no Association appointed Referee or qualified club referee available, the fixture will be recorded as postponed.

- f) In all matches prior to the semi-finals and final it will be the responsibility of the home team to pay match officials fees and expenses on the day of the match.
- g) In the Semi-Final and Final ties, the Association shall pay the fees and expenses of the Referees, Assistant Referees, and 4th Officials.

#### **PROTESTS**

- 18. a) Protests must be received by the Secretary of the Association per special delivery letter\* bearing post mark within two days after the cause of the protest accompanied by a deposit of £50 which may be forfeited where the protest has not been sustained.
  - b) Protests against ineligible players must give the names of players protested against, and cause of protest, including the reason/s for the player/s being ineligible.
  - c) A copy of the protest must also be sent by special delivery letter\* to the club protested against bearing post mark within two days after the cause of the protest.
  - d) A copy of the protest must also be emailed to protests@irishfa.com within 4 days after the cause of the protest.
  - e) In the case of protested Ties, or replays of same, the Committee shall decide the dates and venues. Should either Club refuse to compete such Club shall be removed from the Competition, and otherwise dealt with as the Committee may determine.
- \* The proof of posting of such special delivery letter shall be the postmark on the certificate of posting.

#### OBJECTIONS TO GROUND ETC.

19. Goal-nets must be used in all cup ties. Any objection to ground, goal-posts, goal-nets or ball must be lodged in writing by a responsible club official on the day with the Referee before the game, and the Referee shall have power to have such objections made right before the game starts.

#### AGREEMENT FOR CUP

20. It shall be the responsibility of the winning Club to return the cup to the Association on or before 1 March or earlier if so requested by the Association. The winning club shall return the cup in good or like condition and shall be liable for any costs in the event that the cup is destroyed by fire, or lost, or damaged by any other accident whilst in the possession of the winning club.

#### **MEDALS**

21. The Association will present medals only to the participants in the final tie. For the avoidance of any doubt this shall include the 16 players, Manager and Secretary of each club.

#### DIVISION OF RECEIPTS

22. In all Competition matches, with the exception of the semi-finals and Final, the Club on whose ground the match is played shall take the receipts and pay all expenses.

## DIVISION OF RECEIPTS FOR SEMI-FINAL AND FINAL

- 23. a) In the semi-final ties, the receipts after all expenses are paid shall be divided as follows: 10% to the Association and the balance divided equally amongst the competing clubs.
  - b) In the Final tie, 10% of the net gate receipts to be retained by the Association and the remaining 90% to be divided equally between the two competing clubs.

#### **COMMITTEE MAY ALTER RULES**

24. The Committee shall have power to alter these Rules, but in no case shall they do so until after the Final Tie in any year shall have been played. Powers of Committee.

## POWERS OF COMMITTEE

- 25. a) All questions of eligibility or qualification of competitors, or of application of these rules, or the laws of the game, shall be referred to the committee, whose decision will be final (notwithstanding each club's right of appeal in accordance with the Articles of Association) and they shall have power to withhold the cup and medals or mementoes.
  - b) The Committee shall have power to deal with offending Club or Clubs, player or players, official or officials, as they may think fit, and to deal with any matter not provided for in these Rules.

#### Note

- -Sundays shall not be reckoned in the computation of time in these rules.
- -NB: Terms referring to natural persons are applicable to both genders. Any term in the singular applies to the plural and vice-versa.

# IRISH FOOTBALL ASSOCIATION LIMITED



IFA WOMEN'S CHALLENGE CUP RULES - 2023

# **WOMEN'S CHALLENGE GUP**

## NAME

- 1. a) The Cup shall be called the 'Irish Football Association Women's Challenge Cup' and shall be governed by the Women's Challenge Cup Committee, hereinafter known as the Committee.
  - b) The Competition for the Cup shall be annual and shall be open to women's clubs in membership of the Irish Football Association.
  - c) The Competition shall be conducted under the Articles of Association, the Laws of the Game, and these Rules.

#### DATE OF APPLICATION

- 2. a) Application for permission to compete in the Competition shall be made not later than 31 March and must be accompanied by an entrance fee of £20. This decision shall affect the club for one season only. Each club shall be permitted to submit only one entry to the Competition.
  - b) Any club with an outstanding fine relating to the previous season's competition will not be permitted to enter the competition until their outstanding fine has been fully paid.

# COMMITTEE MAY CALL UPON PLAYERS OR CLUBS OBJECTED TO FOR PROOF OF QUALIFICATION

3. Notwithstanding anything in any Rule, if the Committee, has any doubt at any time and whether arising out of a Protest or otherwise as to the qualification of any player taking part in the Competition, they shall have the power to call upon such player and/or Club to which they belong, or for which they played, to prove that they are qualified according to the rules. Any Club found guilty of fielding an ineligible player in any round of the competition may be fined up to the maximum sum of £50. In such circumstances the Committee shall have the power to reinstate the defeated team to the competition in the event that the following round has not taken place.

#### **ELIGIBLE PLAYERS**

- 4. a) The competing teams shall number eleven players each. No individual shall play for more than one Club in the Women's Challenge Cup in the same season.
  - b) A player shall be construed as taking part in the game for which they were nominated only if they have actually played in such game.
  - c) To be eligible to play in the Women's Challenge Cup all players must be registered by their clubs, in accordance with the IFA Professional Game Player Registration Regulations.
  - d) For the avoidance of doubt to be eligible to play in this competition a player must also be eligible to participate for their club in the relevant league competition.
  - e) Clubs who play in a purely amateur league competition and who are permitted to register player to participate in such purely amateur competition outside the following registration periods shall not be permitted to play any player so registered in this competition until the commencement of the subsequent registration period. The registration periods are:

FIRST REGISTRATION PERIOD 6 February – 30 April SECOND REGISTRATION PERIOD 1 July – 31 July

f) Any Amateur or Professional player registered by their club after 5pm on 31 July in the current season (including an 'Out of Contract Professional') will not be eligible to participate in the competition.

#### COMPLETION OF TEAM LINE UP

- 5. a) Each club shall complete their official team sheet by including the names of players and Team officials and their functions taking part in each match (including the name of the nominated substitutes) and confirm the lineup via Comet FMS 60 minutes prior to kick-off.
  - b) Players' names must correspond with the numbers assigned on the official team sheet. The Club Comet user shall be considered to verify the accuracy of the information provided on the team sheet via Comet FMS.
  - c) Any club failing to provide such documentation by the stipulated deadlines will be fined in the sum of £25 for each offence.

#### **SUBSTITUTES**

- 6. a) A club may at its discretion, use five substitute players at any time in any tie, except to replace a player who has been expelled from the game by the referee. The substitutions can only be made when play has stopped for any reason and the referee has given permission.
  - b) Clubs may nominate a maximum of seven substitute players, from which five substitutions shall be permitted.
  - c) Exceptionally, a sixth substitute may take part exclusively during extra time in any match.
  - d) Substitutions may only be made on at most three occasions during the game (excluding half time).
  - e) Substitutions made during half-time, between the end of normal playing time and extra time, and at half-time during extra time do not reduce the number of stoppages in play that can be used.
  - f) A player who has been substituted may take no further part in the match.

#### REPLACEMENT OF PLAYERS ON THE TEAM SHEET

- 7. After the team sheets have been completed and submitted to the Comet Football Management System, and if the match has not yet kicked off, the following shall apply:
  - a) If any of the first eleven players named on the team sheet are not able to start the match due to unexpected physical incapacity, they can be replaced only by any of the seven (7) substitutes named on the confirmed team sheet. The substitute(s) in question can then be replaced by a player(s) not named on the initial team sheet, so that the quota of substitutes is not reduced. During the match, five (5) players can still be substituted. The replaced player(s) must be removed from the team sheet and not be available for selection for this fixture.
  - b) If any of the seven (7) substitutes named on the team sheet are not able to be fielded due to unexpected physical incapacity, they can be replaced by any player not named on the confirmed team sheet, so that the quota of substitutes is not reduced. During the match, five (5) players can still be substituted. The replaced player(s) must be removed from the team sheet and not be available for selection for this fixture.
  - c) Any amendments to the team sheet in accordance with points a) and b) above must be communicated to the opposing team manager in the

presence of one of the Match Officials as soon as possible prior to the commencement of the match.

#### PLAYERS MUST WEAR REGISTERED COLOURS

- 8. a) The players in each competing team must wear the registered colours of the club for which they are playing, except when opposing teams have similar colours in which case the team on whose ground the match is being played shall change. Failure to comply will result in offending clubs being fined £50.
  - b) In a Semi-Final or Final tie, or any other tie played on neutral ground, where opposing teams have similar colours both teams shall change unless it is mutually agreed that only one team need to do so.
  - c) The colours of the club shall be taken as the colour of the shirt, shorts and socks. A goalkeeper must wear a shirt of different colour, and said shirt must be of a colour distinctive from that of her opponents.
  - d) Referees shall have power to instruct a Club to change any part of their playing kit if they consider the colour not quite distinctive from that of their opponents, and the Referee shall have power to deal with any club or player refusing to comply with this instruction.

#### THE DURATION OF A MATCH

- 9. a) The duration of each match shall be 90 minutes. The match must be started at the time appointed by the Committee, but no protest will be upheld of late starting, unless the Committee is satisfied that the result of the match was affected by such delay.
  - b) The referee shall have power to allow additional time for stoppages, their decision thereon to be final.
  - c) If a match has been stopped by the referee, before the completion of the time specified, for any reason stated in Law 5 of the Laws of the Game, the Committee shall have power to deal with the matter as they may determine.

#### KICKS FROM THE PENALTY MARK

10. In the event of any match resulting in a draw, extra time of ten minutes each way shall be played, and should the score be equal at the end of this period of extra time, the match shall be decided by the taking of kicks from the penalty mark in accordance with the conditions approved by the International FA Board.

#### COMPETITION FORMAT

11. The Committee shall determine the competition format.

#### **FNTRY I FVFI S**

- 12. There shall be two entry levels in the competition:
  - (i) Clubs in membership of the NIWFA Entry level.
  - (ii) Clubs playing in the NIFL Women's Premiership Round 2.

#### BYFS MAY BF GIVEN

13. The Committee may draw subsequent round or rounds before the winners of the previous rounds have been declared, and the winners according to such draw shall compete against each other as in the previous round. The Committee shall have power to exempt any number of Clubs from any number of rounds, and byes may be given so that the required number of additional clubs is obtained to play in Round 2 where the NIFL Women's Premiership Clubs enter the competition.

#### DRAW AFTER BYF - COMPETITION DRAW

14. In the event of a club getting a bye in any of the drawings, the Committee at the subsequent drawing, shall first draw a Club to play against it from the lot, the two shall again be put in the ballot box and again drawn, and the Club first drawn shall have the choice of ground.

#### METHOD OF DRAWING

15. a) In principle, the Club that is first drawn in the ballot shall play at their registered home venue.

- b) In the event of a match being transferred to an alternative ground it shall be the responsibility of the team drawn at home to notify in writing, by email, both their opponents and the Irish Football Association not later than five days prior to the date of the match giving clear directions to the location of the ground. Failure to notify the Irish Football Association and opponents may result in the team being dismissed from the Competition.
- c) The first drawn club may forfeit home advantage with the agreement of their opponents and in such circumstances written confirmation of same must be notified to the Secretary by both clubs at least five days before the date of the match.
- d) Should a club having a registered home ground which, for whatever reason be unavailable (excluding inclement weather conditions) be drawn at home, they must travel to the ground of their opponents unless they receive agreement from their opponents and the Committee to play the match on an alternative date/time. Any match expenses incurred in staging a game in any round prior to the semi-finals and final will be the responsibility of the club that was first drawn in the ballot.

## PLAYING SURFACES

16. Matches may be played on grass or 3rd generation (3G) artificial turf pitches.

#### VENUES FOR SEMI-FINALS AND FINAL

17. The venue for the Semi-Finals and Final ties shall be decided by the Committee and shall be neutral unless otherwise determined by the Committee, who may, upon request, permit the match or matches to be played at the registered home venue of either of the participating teams. The final tie shall be played at the National Football Stadium at Windsor Park unless otherwise determined by the Committee.

#### **CLUBS FAILING TO PLAY**

18. Any club refusing or failing to play against the club against which it has been drawn on the date fixed by the Committee and without sufficient reasons for so-doing, shall be adjudged to have lost the match and will be otherwise dealt with as the Committee may determine. Also, any club leaving the ground before the expiration of the game must be adjudged to have lost the match and shall be liable to be dealt with by the Committee.

#### INCLEMENT WEATHER/WHEN POSTPONED GAMES MUST BE PLAYED

- 19. a) In the event of a match not taking place on the date arranged owing to the ground being declared unplayable by the referee or in the case of public grounds by the Local Authorities, up to and including the Preliminary Round and Rounds 1, 2 and 3, the teams shall forthwith arrange to play the following Friday. Matches postponed due to inclement weather from the Quarter-Finals stage, will be rescheduled at the discretion of the Committee.
  - b) In the event of the match not taking place on the second Friday due to circumstances as above, the clubs will arrange to play the following Friday on the ground of the "Away team" and if not played on this day due to weather conditions arrangements must be made to play at the same location on the following Friday.
  - c) In the event of the match not taking place on the second attempt at the ground of the original "Away team" the tie will revert from the following Friday to alternate weeks at the "Home" and "Away" grounds.

#### MATCH OFFICIALS

- 20. a) In all matches the Association shall appoint the Referee, who shall have the power to dispense with the services of the Assistant Referees of the clubs in the event that they find one or other giving decisions at variance with the facts.
  - b) The Association shall appoint Assistant Referees and 4th Officials to the Semi-Finals and Final ties
  - c) Where there is no appointed referee or where the appointed referee does not appear, the game may be refereed by a club referee (that is a qualified referee who is a member of a club) who is registered and who has paid their subscription to the Association.
  - d) In the event that both teams have a qualified club referee, there shall be a coin toss and the winner shall referee the game. The qualified club referee shall be responsible for completing the match report on the Association's Comet Football Management System.
  - e) Should there be no Association appointed Referee or qualified club referee available, the fixture will be recorded as postponed.
  - f) In all matches prior to the semi-finals and final it will be the responsibility of the home team to pay match officials fees and expenses on the day of the match

- g) In the Semi-Final and Final ties, the Association shall pay the fees and expenses of the Referees, Assistant Referees, and 4th Officials.
- h) Clubs may request, at their own expense, the appointment of Assistant Referees; the requesting club or clubs shall be responsible for all costs of the Assistant Referees
- i) Requests for Assistant Referees must be agreed by both clubs and be submitted to the Secretary of the Women's Challenge Cup Committee, no later than 72 hours after the draw has been communicated to the clubs. Requests must be made in writing (by email) by the requesting club or clubs and must confirm the club or clubs responsible for the costs of the Assistant Referees
- j) The competing clubs shall appoint the Assistant Referees to matches unless Rule 19h applies.

#### **PROTESTS**

- 21. a) Protests must be received by the Chief Executive of the Association by Special Delivery post, bearing post mark within 4 days after the cause of the protest, accompanied by a deposit of £50 which shall be forfeited in all cases where the protest has not been sustained.
  - b) Protests against ineligible players must give the names of players protested against, and cause of protest.
  - c) A copy of the protest must also be sent by Special Delivery post, bearing post mark within 4 days after the cause of the protest, to the club protested against.
  - d) A copy of the protest must also be emailed to protests@irishfa.com within 4 days after the cause of the protest.
  - e) In no case will the deposit be returned after received by the Secretary of the Association unless the protest is upheld or withdrawn.

#### NOTICE OF SCRATCHING

22. Any club intending to withdraw (scratch) from the Competition must give notice to the Association and to the Secretary of the opposing club. Such notice must be received at least 4 days before the date of the match. Any club failing to conform to this rule shall be dealt with by the Committee who may compel the offending club to pay the expenses incurred and to take any other action they consider appropriate.

#### AGREEMENT FOR CUP

23. It shall be the responsibility of the winning club to return the cup to the Association on or before 1st day of August or earlier if requested by the Association. The winning club shall return the cup in good or like condition and shall be liable for any costs in the event that the cup is destroyed by fire, or lost, or damaged by any other accident whilst in possession of the cup.

#### MEDALS / MEMENTOES

24. In addition to the Cup, the Committee shall present suitable mementoes to the winners and runners up. Each club will receive 18 Player medals, 1 Manager medal and 1 Secretary medal.

#### **DIVISION OF SEMI-FINALS RECEIPTS**

25. In the Semi-Finals ties, the receipts after all expenses are paid, shall be divided as follows: 10% to the Association and the balance divided equally amongst the competing clubs.

## **DIVISION OF FINAL RECEIPTS**

26. 10% of the net gate receipts to be retained by the Association and the remaining 90% to be divided equally between the 2 finalists with the IFA bearing the cost of all match expenses.

#### POWERS OF THE COMMITTEE

- 27 a) All questions of eligibility or qualification of competitors, or of application of these rules or the laws of the game, shall be referred to the Committee and they shall have power to withhold the cup and medals or mementos.
  - b) The Committee shall also have the power to deal with any other matter not provided for in these rules.

# IRISH FOOTBALL ASSOCIATION LIMITED



# PROFESSIONAL GAME PLAYER REGISTRATION REGULATIONS SEASON 2023/24

# PROFESSIONAL GAME PLAYER

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#### ANNEX 1

NB: Terms referring to natural persons are applicable to both genders. Any term in the singular applies to the plural and vice-versa.

#### INTRODUCTION

- 1. a) Players participating in organised football are either amateurs or professionals. No other status shall be recognised.
  - b) 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.
  - c) Youth players shall not be subject to the Player Registration Regulations and may register freely until the season in which their 10th birthday occurs, subject to individual competition rules.
  - d) 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.
  - e) All registrations shall be administered by Clubs/s using Comet FMS.
  - f) Access to and use of Comet FMS.
  - g) Appointed league officials shall have full access to player registration records within their own league and will have full administrator rights to assist clubs as and when required. Such officials will be obliged to agree to the terms and conditions of the access to and use of the Comet FMS.
  - h) Any 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. The right to impose such sanctions lies in principle with the Association or the organiser of the competition concerned.
  - i) 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.

#### NUMBER OF REGISTRATIONS/CLUBS

- 2 a) Each association must have an electronic player registration system, which must assign each player a FIFA ID when the player is first registered. 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). With the exception of players participating in friendly matches during a trial, only electronically registered players identified with a FIFA ID are eligible to participate in organised football. By the act of registering or accepting to be on trial, a player agrees to abide by the FIFA statutes and regulations, the confederations and the associations.
  - b) A player may only be registered with a club for the purpose of playing organised football. As an exception to this rule, a player may have to be registered with a club for mere technical reasons to secure transparency in consecutive individual transactions (cf. Annexe 3 of the FIFA Regulations on the Status and Transfer of Players). A player that is on trial (see article 19ter of the FIFA Regulations on the Status and Transfer of Players) does not need to be registered to participate in friendly matches played in context of a trial.
  - c) A player may only be registered with one club at a time.
  - d) Players may be registered with a maximum of three clubs during one season (the period from 1st August to 31st May, and in the case of NIFL Women's Premiership and NIWFA from 1st March to 31st October). 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 they have fully complied with his/her contractual obligations towards their previous clubs and provided that the provisions relating to registration periods (article 6 – FIFA Regulations on the Status and Transfer of Players) and the minimum length of contract (article 18 paragraph 2 – FIFA Regulations on the Status and Transfer of Players) are respected. Limitations as per this paragraph do not apply if the player wishes to be registered based upon the exception as per article 6 paragraph 3a (FIFA Regulations on the Status and Transfer of Players).
  - 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.
- g) 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.
- h) In relation to the FIFA ID of a player and the integration of their electronic player registration systems, member associations shall;
  - Assign a FIFA ID all players already registered at the member association who have not been assigned a FIFA ID at the point in time when the electronic player registration system is integrated with the FIFA Connect ID Service:
  - ii) Where a FIFA ID has already been assigned to a player, as indicated by the FIFA Connect ID Service, ensure the same FIFA ID is used to register the player in its electronic player registration system;
  - iii) If the FIFA Connect ID Service determines that a player is, or appears to be, registered in more than one electronic player registration system, resolve the matter within five (5) days of it becoming aware, and update the FIFA Connect ID Service without delay; and
  - iv) Provide the relevant personal information about a player to other member associations' electronic player registration systems through the FIFA Connect Interface, when requested for the purpose of registration and the determination of the FIFA ID of the player.

## REGISTRATION PERIODS

3. a) Players may only be registered during one of the two annual registration periods fixed by the relevant association. Associations may fix different registration periods for their male and female competitions. 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.

- b) The first registration period may begin as early as on the first day after the day on which the competition period of the previous season ended, and at the latest on the first day of the new season. The first registration period shall not be shorter than 8 weeks or longer than 12 weeks. The second registration period shall occur in the middle of the season and shall not be shorter than four weeks or longer than 8 weeks. Cumulative total of both registration periods shall not exceed 16 weeks. The two registration periods for the season shall be entered on TMS at least 12 months before they come into force (cf. Annexe 3, article 5.1 paragraph 1 of FIFA Regulations on the Status and Transfer of Players). All transfers, whether a national transfer or an international transfer, shall only occur within these registration periods, subject to the exceptions in article 6 as per paragraph 3 hereinafter (FIFA Regulations on the Status & Transfer of players). FIFA shall determine the dates for any association that fails to communicate them on time.
- c) Member associations are authorised to exceptionally register players outside a registration period in the following circumstances:
  - i. A professional who has unilaterally terminated their contract with just cause, or whose contract has been unilaterally terminated without just cause by their club, may be registered outside a registration period. Upon receipt of the ITC request, the FIFA general secretariat shall expeditiously assess on a prima facie basis whether the unilateral termination occurred with or without just cause and permit or deny the registration accordingly. Such prima facie assessment is without prejudice to a decision of the Football Tribunal about the consequences of the termination of contract.
  - ii. A professional whose contract has naturally expired or has been mutually terminated prior to the end of the registration period applicable to the engaging club may be registered with the engaging club also after expiry of the respective registration period.
  - iii. A female player may be registered outside a registration period to temporarily replace another female player that has taken maternity leave. The period of the contract of the temporary replacement player shall, unless otherwise mutually agreed, be from the date of registration until the day prior to the start of the first registration period after the return of the female player that has taken maternity leave.
  - iv. A female player may be registered outside a registration period upon completion of her maternity leave (cf. article 18 paragraph 7 and article 18 quater) subject to her contractual status.

- v. A professional whose contract has expired or been terminated as a result of COVID-19 has the right to be registered outside a registration period, regardless of the date of expiry or termination.
- d) Whenever allowing a registration outside a registration period, member associations shall pay due consideration to the sporting integrity of the relevant competition. Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may define the criterion of sporting integrity in more detail
- e) In cases where the FIFA general secretariat allows a registration outside a registration period based on the exception in paragraph 3 a), any domestic regulatory provision or contractual agreement requiring the consent of the former club to register the player shall be null and void. In cases where a player's employment contract has expired, consent of the former club shall never be required to register the player.
- f) With respect to the exceptions in paragraph 3 c) and d), associations shall adapt their domestic rules accordingly. However, priority shall be given to ensuring that a female player that has returned from maternity leave is eligible to participate in domestic competitions, as well as the sporting integrity of the relevant competition.
- g) Players may only be registered, subject to the exceptions provided for in article 6 paragraph 3, upon submission through the electronic player registration system of a valid application from the club to the relevant association during a registration period.
- h) The provisions concerning registration periods do not apply to competitions in which only amateurs participate. The relevant association shall specify the periods when players may be registered for such competitions provided that due consideration is given to the sporting integrity of the relevant competition.
- i) The following registration periods will apply for the men's professional game:
  - 14 June 2023 1 September 2023 1 January 2024 - 1 February 2024
- j) The following registration periods will apply for the NIFL Women's Premiership:
  - 6 February 2023 30 April 2023 1 July 2023 - 31 July 2023

#### PROFESSIONAL REGISTRATIONS

- 4 a) All professional registrations must be submitted via Comet FMS by Club Registrars.
  - b) The application for registration for a professional must be submitted together with a copy of the player's contract. The relevant decision-making body has discretion to take account of any contractual amendments or additional agreements that have not been duly submitted to it.
  - c) All mandatory fields of Comet FMS must be accurately completed in full before a registration is confirmed. The player shall be considered registered upon completion of the online procedure. Any player who is under the age of 18 on the date of registration must have written consent from a parent or guardian agreeing to the registration.
  - d) The minimum basic rates of weekly remuneration shall apply to all professional registrations as follows:
    - 23 year old and over £72.94.
    - 21 year old and over £71.26.
    - 18-20 year olds £52.43.
    - 16-17 year olds £36.96.
  - e) In the event of these minimum thresholds not being observed the relevant registration documents shall be considered null and void.
  - f) A player can only register as a professional when they turn 16 years old.
  - g) If an intermediary is involved in the negotiation of a contract, he/she shall be named in that contract. The intermediary's involvement must also be recorded in Comet FMS.
  - h) 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.
  - i) 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.
  - j) This period begins on the day the player made his last appearance for the club in an official match.

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

## PLAYER PASSPORT

- 5 a) For entitlements related to training rewards that are not governed by the FIFA Clearing House Regulations, existing obligations related to player passports shall remain unchanged, i.e., 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 calendar year of their 12th birthday.
  - For entitlements related to training rewards that are governed by the FIFA Clearing House Regulations, an EPP shall be generated and used as set forth below
  - c) The Electronic Player Passport is an electronic document containing consolidated registration information of a player throughout their career, including the relevant member association, their status (amateur or professional), the type of registration (permanent or loan), and the club(s) (including training category) with which they have been registered since the calendar year of their 12th birthday. It shall be generated in circumstances as defined in the FIFA Clearing House Regulations.
  - d) For the purpose of creating the EPP, member associations shall ensure that reliable, accurate and complete player registration information is made available electronically to FIFA through the FIFA Connect Interface, whenever requested by FIFA through such interface.

# REACQUISITION OF AMATEUR STATUS

- 6 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.

#### AMATEUR REGISTRATIONS

- 7 a) All amateur registrations must be submitted via Comet.
  - b) All mandatory fields of Comet FMS must be accurately completed in full before a registration is confirmed. The player shall be considered registered upon completion of the online procedure. Any player who is under the age of 18 on the date of registration must have written consent from a parent or guardian agreeing to the registration.
  - c) The length of an amateur registration shall be from its effective date until the end of June 2024. Re-registration of male players in a professional league is available via Comet FMS from 9 June 30 June. Re-registration of female players in the professional league is available via Comet FMS from 6 February 2023 28 February 2023.
  - d) Priority of registration shall determine the eligibility of a player to play for the club with which he was first registered.
  - e) 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 25th June 2023 to 31 March 2024) 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.

#### **OVERDUE PAYABLES**

- 8. a) Clubs are required to comply with their financial obligations towards players and other clubs as per the terms stipulated in the contracts signed with their professional players and in the transfer agreements.
  - b) Any club found to have delayed a due payment for more than 30 days without a prima facie contractual basis may be sanctioned in accordance with paragraph 4 below.
  - c) In order for a club to be considered to have overdue payables in the sense of the present article, the creditor (player or club) must have put the debtor club in default in writing and have granted a deadline of at least ten days for the debtor club to comply with its financial obligation(s).
  - d) Within the scope of their respective jurisdiction (cf. article 22 to 24 of FIFA Regulations on the Status and Transfer of Players), the Football Tribunal

may impose the following sanctions:

- i) A warning;
- ii) A reprimand;
- iii) A fine;
- iv) A ban from registering any new players, either nationally or internationally, for one or two entire and consecutive registration periods.
- e) The sanctions provided for in paragraph 4 above may be applied cumulatively.
- f) A repeated offence will be considered as an aggravating circumstance and lead to a more severe penalty.
- g) The terms of the present article are without prejudice to the application of further measures in accordance with article 17 of the FIFA Regulations on the Status & Transfer of Players in the event of unilateral termination of the contractual relationship.

#### RESPECT OF CONTRACT

9. 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

- 10. a) 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.
  - b) Any abusive conduct of a party aiming at forcing the counterparty to terminate or change the terms of the contract shall entitle the counterparty (a player or a club) to terminate the contract with just cause.

# TERMINATING A CONTRACT WITH JUST CAUSE FOR OUTSTANDING SALARIES

11. a) In the case of a club unlawfully failing to pay a player at least two monthly salaries on their due dates, the player will be deemed to have a just cause to terminate his contract, provided that he has put the debtor club in

- default in writing and has granted a deadline of at least 15 days for the debtor club to fully comply with its financial obligation(s). Alternatively provisions in contracts existing at the time of this provision coming into force may be considered.
- b) For any salaries of a player which are not due on a monthly basis, the pro-rata value corresponding to two months shall be considered. Delayed payment of an amount which is equal to at least two months shall also be deemed a just cause for the player to terminate his contract, subject to him complying with the notice of termination as per paragraph 1 above.
- c) Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated in paragraphs 1 and 2 above. The terms of such an agreement shall prevail.

#### TERMINATING A CONTRACT WITH SPORTING JUST CAUSE

12. 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

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

#### CONSEQUENCES OF TERMINATING A CONTRACT WITHOUT JUST CAUSE

- 14. The following provisions apply if a contract is terminated without just cause:
  - a) 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.

Bearing in mind the aforementioned principles, compensation due to a player shall be calculated as follows:

- In case the play did not sign any new contract following the termination of his previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated;
- ii. In case the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early (the 'Mitigated Compensation'). Furthermore, and subject to the early termination of the contract being due to be entitles to an amount corresponding to three monthly salaries (the 'Additional Compensation'). In case of egregious circumstances, the Additional Compensation may be increased up to a maximum of six monthly salaries. The overall compensation may never exceed the rest value of the prematurely terminated contract.
- iii. Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated in the points 1 and 2 above. The terms of such an agreement shall prevail.
- b) 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.
- c) 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. These sporting sanctions shall take effect immediately once the player has been notified

of the relevant decision. The sporting sanctions shall remain suspended in the period between the last official match of the season and the first official match of the next season, in both cases including national cups and international Championships for clubs. This suspension of the sporting sanctions shall, however, not be applicable if the player is an established member of the representative team of the Association he is eligible to represent, and the Association concerned is participating in the Final competition of an International Tournament in the period between the last match and the first match of the next season. 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.

- d) 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 entire and consecutive registration periods. The club shall be banned from registering any new players, either nationally or internationally, only as of the next registration period following the complete serving of the relevant sporting sanction. In particular, it may not make use of the exception and the provisional measures stipulated in article 6 paragraph 1 of the FIFA Regulations on the Status & Transfer of Players in order to register players at an earlier stage.
- e) Any person subject to the FIFA Statutes and Regulations 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 the player shall be sanctioned.

# SPECIAL PROVISIONS RELATING TO CONTRACTS BETWEEN PROFESSIONALS AND CLUBS

15. a) Any employment contract that is concluded following the provision of football agent services shall specify the football agent's name, their client,

- their FIFA license number and their signature, in accordance with the FIFA Football Agent Regulations.
- b) The minimum length of a contract shall be from its effective date until the end of the season, while the maximum length of a contract 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.
- c) 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.
- d) The validity of a contract may not be made subject to a successful medical examination and/or the grant of a work permit.
- e) If a professional enters into more than one contract covering the same period, the provisions set forth in Chapter IV shall apply (FIFA Regulations on the Status and Transfer of Players).
- f) Contractual clauses granting the club additional time to pay to the professional amounts that have fallen due under the terms of the contract (so-called 'grace periods') shall not be recognised. Grace periods contained in collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law shall, however, be legally binding and recognised. Contracts existing at the time of this provision coming into force shall not be affected by this prohibition.
- g) Female players are entitled to maternity leave during the term of their contract, paid at the equivalent of two thirds of their contracted salary. Where more beneficial conditions are provided in the applicable national law in the country of their club's domicile or an applicable collective bargaining agreement, these beneficial conditions shall prevail.

#### THIRD-PARTY INFLUENCE ON CLUBS

16. a) No club shall enter into a contract which enables the counter club/counter clubs, and vice versa, 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. b) The FIFA Disciplinary Committee may impose disciplinary measures on clubs that do not observe the obligations set out in this article.

#### THIRD-PARTY OWNERSHIP OF PLAYERS' ECONOMIC RIGHTS

- 17. a) No club or player shall enter into an agreement with a third party whereby a third party is being entitled to participate, either in full or in part, in compensation payable in relation to the future transfer of a player from one club to another or is being assigned any rights in relation to a future transfer or transfer compensation.
  - b) The interdiction as per paragraph 1 comes into force on 1 May 2015.
  - c) Agreements covered by paragraph 1 which predate 1 May 2015 may continue to be in place until their contractual expiration. However, their duration may not be extended.
  - d) The validity of any agreement covered by paragraph 1 signed between 1 January 2015 and 30 April 2015 may not have a contractual duration of more than 1 year beyond the effective date.
  - e) By the end of April 2015, all existing agreements covered by paragraph 1 need to be recorded within the Transfer Matching System (TMS). All clubs that have signed such agreements are required to upload them in their entirety, including possible annexes or amendments, in TMS, specifying the details of the third party concerned, the full name of the player as well as the duration of the agreement.
  - f) The FIFA Disciplinary Committee may impose disciplinary measures on clubs or players that do not observe the obligations set out in this article.

#### SPECIAL PROVISIONS RELATING TO FEMALE PLAYERS.

- 18. a) The validity of a contract may not be made subject to a player being or becoming pregnant during its term, being on maternity leave, or utilising rights related to maternity in general.
  - b) If a club unilaterally terminates a contract on the grounds of a player being or becoming pregnant, being on maternity leave, or utilising rights related to maternity in general, the club will be deemed to have terminated the contract without just cause.
    - It shall be presumed, unless proven to the contrary, that the unilateral termination of a contract by a club during a pregnancy or maternity leave occurred as a result of a player being or becoming pregnant.

- c) Where a contract has been terminated on the grounds of the player being or becoming pregnant, as an exception to article 17 paragraph 1:
  - a. compensation due to a player shall be calculated as follows:
    - in case the player did not sign any new contract following the termination of her previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated;
    - ii. in case the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early;
    - iii. in either case described above, the player shall be entitled to additional compensation corresponding to six monthly salaries of the prematurely terminated contract;
    - iv. collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated above. The terms of such an agreement shall prevail;
  - b. in addition to the obligation to pay compensation, sporting sanction shall be imposed on any club found to have unilaterally terminated a contract on the grounds of a player being or becoming pregnant, being on maternity leave, or utilising rights related to maternity in general The club shall be banned from registering any new female players, either nationally or internationally, for two entire and consecutive registration periods. The club shall be able to register new players, either nationally or internationally, only as of the next registration period following the complete serving of the relevant sporting sanction. In particular, it may not make use of the exception and the provisional measures stipulated in article 6 paragraph 1 a) of these regulations in order to register players at an earlier stage;
  - c. the sanction provided for in b) above may be applied cumulatively with a fine.
- d) Where a player becomes pregnant, she has the right, during the term of her contract, to:
  - a. continue providing sporting services to her club (i.e. playing and training), following confirmation from her treating practitioner and an

- independent medical professional (chosen by consensus between the player and her club) that it is safe for her to do so. In such cases, her club has an obligation to respect the decision and formalise a plan for her continued sporting participation in a safe manner, prioritising her health and that of the unborn child:
- b. provide employment services to her club in an alternate manner, should her treating practitioner deem that it is not safe for her to continue sporting services, or should she choose not to exercise her right to continue providing sporting services. In such cases, her club has an obligation to respect the decision and work with the player to formalise a plan for her alternate employment. The player shall be entitled to receive her full remuneration, until such time that she utilises maternity leave;
- c. independently determine the commencement date of her maternity leave, taking into consideration the minimum periods provided (cf. Definitions). Any club that pressures or forces a player to take maternity leave at a specific time shall be sanctioned by the FIFA Disciplinary Committee;
- d. return to football activity after the completion of her maternity leave, following confirmation from her treating practitioner and an independent medical professional (chosen by consensus between the player and her club) that it is safe for her to do so. In such cases, her club has an obligation to respect the decision, reintegrate her into footballing activity (cf. article 6 paragraph 1 b)), and provide adequate ongoing medical support. The player shall be entitled to receive her full remuneration following her return to football activity.
- e) A player shall be provided the opportunity to breastfeed an infant and/ or express breast milk whilst providing sporting services to her club. Clubs shall provide suitable facilities in accordance with applicable national legislation in the country of a club's domicile or a collective bargaining agreement.

#### **TRANSFERS**

- 19. a) Both Professional and Amateur players moving clubs will be required to complete a transfer. The transfer instruction must be submitted via the Comet FMS in accordance with the Comet User Guide and approved by both clubs involved in the transfer.
  - b) No club or player shall be involved in a bridge transfer.

- c) It shall be presumed, unless established to the contrary, that if two consecutive transfers, national or international, of the same player occur within a period of 16 weeks, the parties (clubs and player) involved in those two transfers have participated in a bridge transfer.
- d) The FIFA Disciplinary Committee, in accordance with the FIFA Disciplinary Code, will impose sanctions on any party subject to the FIFA Statutes and regulations involved in a bridge transfer.

## INTERNATIONAL TRANSFER CERTIFICATES (ITC)

- 20. 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. Only the Irish Football Association is entitled to request an ITC to enable a player to be registered in Northern Ireland.
  - c) 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.
  - d) 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 re-joins the national association of the Club which released him on loan.
  - e) In the case of both amateur and professional players instructions must be entered on to FIFA Transfer Matching System (TMS) by the club/s involved in accordance with FIFA TMS guidelines.
  - f) 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 calendar year of his 12th birthday.
  - g) An ITC is not required for a player under the age of ten years.

# 21. Loan of Professional Player

- 1. A professional may be loaned for a predetermined period by their club ("former club") to another club ("new club") on the basis of a written agreement (temporary transfer (loan) of Standard Professional Contract) and submitted by the Club Registrar via Comet FMS. The following rules apply to the loan of professionals:
  - a) The clubs shall conclude a written agreement defining the terms of the loan ("loan agreement"), in particular, its duration and financial conditions. The professional may also be a party to the loan agreement.
  - b) The professional and the new club shall sign a contract covering the duration of the loan. This contract shall acknowledge that the professional is on loan.
  - c) During the agreed duration of the loan, the contractual obligations between the professional and the former club shall be suspended unless otherwise agreed in writing.
  - d) Subject to article 5 paragraph 4, a loan agreement may be concluded for a minimum duration of the time between two registration periods and a maximum duration of one year. The end date shall fall within one of the registration periods of the association of the former club. Any clause referring to a longer duration of the loan shall not be recognised.
  - e) A loan agreement may be extended, subject to the above minimum and maximum durations, with the written consent of the professional.
  - f) A new club is prohibited from sub-loaning or permanently transferring a professional to a third club.
  - g) A player's loan period must not exceed the period of the player's registration with his parent club.
  - h) Upon the expiry of the loan period the player shall automatically return to his parent club.
- 2. Loan agreements with a duration of more than one year which predate the entering into force of these regulations may continue until their contractual expiration. They may be extended only in accordance with article 10 paragraph 1 e).
- 3. The loan of a professional is subject to the administrative procedures provided in articles 5-9 and Annexe 3 (FIFA Regulations on the Status and Transfer of Players).

- 4. Where the contract between a professional and the new club has been unilaterally terminated prior to the completion of the duration agreed in the loan agreement:
  - a) the professional has the right to return to the former club;
  - b) the professional must immediately inform the former club of the premature termination and whether they intend to return to the former club;
  - c) if the professional decides to return to the former club, the former club must reintegrate the professional immediately. The contract which was suspended during the loan shall be reinstated from the date of reintegration, and in particular, the former club must remunerate the professional;
  - d) rules governing registration at national level must be determined by the association in agreement with domestic football stakeholders.
- 5. The terms of article 10 paragraph 4 are without prejudice to:
  - a) the operation of article 17 relating to termination of the contract between the professional and the new club;
  - b) the operation of article 17, should the former club fail to reintegrate the professional immediately; and
  - c) the right of the former club to seek compensation resulting from its obligation to reintegrate the professional. The minimum compensation payable shall be the amount the former club must pay the professional between the date of reintegration and the original completion date of the loan agreement.
- 6. The following limitations apply from 1 July 2024:
  - a) a club may have a maximum of six professionals loaned out at any given time during a season;
  - b) a club may have a maximum of six professionals loaned in at any given time during a season.
- 7. The loan of a professional will be exempt from the above limitations if:
  - a) the loan occurs before the end of the season of the former club in which the professional turns 21; and
  - b) the professional is a club-trained player with the former club.

- 8. The following restrictions apply irrespective of age or club-trained status:
  - a) a club may have a maximum of three professionals loaned out to a specific club at any given time during a season;
  - b) a club may have a maximum of three professionals loaned in from a specific club at any given time during a season.
- 9. The following transition period shall apply for the limitations in article 10 paragraph 6:
  - a) from 1 July 2022 to 30 June 2023: a maximum of eight professionals for each limitation;
  - b) from 1 July 2023 to 30 June 2024: a maximum of seven professionals for each limitation.
- 10. The loan of amateur players is not permitted.
- 11. 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.
- 12. It shall be the responsibility of the club registering the player on loan to ensure that the necessary insurance cover is provided should the player become injured during his period of loan. In the event that no such insurance is secured the club may be liable for all costs associated with such injury.

#### UNREGISTERED PLAYERS

22. Any player not registered at an 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. The right to impose such sanctions lies in principle with the association or the organiser of the competition concerned.

#### CANCELLATION OF A REGISTRATION AND RETIREMENT

### 23. Professional

 a) A professional registration may be cancelled at any time by mutual consent on the submission of the official cancellation form via Comet FMS. b) A player who is not currently under contract with a club and wishes to retire must do so in writing to the association (registrations@irishfa.com) at any point.

#### Amateur

- c) Cancellation of an amateur player shall only be administered by the Irish Football Association to cancel an amateur player's registration where he/she is moving to another national association.
- d) An amateur player who wishes to retire must do so in writing to the association(registrations@irishfa.com) at any point.

#### RIGHT OF APPROACH

- 24. a) 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.
  - b) 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.
  - c) All correspondence in this regard must be sent by special delivery post or email to the player, their current club and the IFA (registrations@irishfa.com).

#### PRF-CONTRACT AGREEMENT

25. Where a club is submitting a pre-contract agreement to commence following the expiry of the player's current contract the club should email all relevant documentation to registrations@irishfa.com.

#### PROTECTION OF MINORS

- 26. 1) International transfers of players are only permitted if the player is over the age of 18.
  - 2) The following five exceptions to this rule apply:
    - a) The player's parents move to the country in which the new club is located for reasons not linked to football.
    - b) The player is aged between 16 and 18 and;

- i. the transfer takes place within the territory of the European Union (EU) or the European Economic Area (EEA); or
- ii. The transfer takes place between two associations within the same country.

The new club must fulfil the following minimum obligations.

- iii. It shall provide the player with an adequate football education and/or training in line with the highest national standards (cf. Annexe 4, Article 4 of FIFA Regulations of the Status and Transfer of Players).
- iv. 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
- v. 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.).
- vi. It shall, on registration of such a player, provide the relevant association with proof that it is complying with the aforementioned obligations.
- c) 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.
- d) The player is at least temporarily permitted to reside in the country of arrival and/or is recognised by the competent state authorities as vulnerable and requiring state protection by the country of arrival after fleeing their country of origin (or previous country of domicile) for humanitarian reasons, without their parents, due to either of the following;
  - Their life or freedom being threatened on account of race, religion, nationality, belonging to a particular social group, or political opinion; or
  - ii. Any other circumstances where their survival is seriously threatened

If the minor has been formally recognised as a refugee or a protected person, they may be registered with a professional club or purely amateur club. There are no restrictions on any subsequent national transfer of the minor prior to their turning 18.

If the minor has been formally recognised as asylum seeker or has been recognised by the competent state authorities as vulnerable in accordance with article 19 paragraph d) above, they may only be registered with a purely amateur club. They may be the subject of a subsequent national transfer, but are not permitted to register with a professional club until they turn 18.

- e) The player is a student and moves without his parents to another country temporarily for academic reasons in order to undertake an exchange programme. The duration of the player's registration for the new club until he turns 18 or until the end of the academic or school programme cannot exceed one year. The player's new club may only be a purely amateur club without a professional team or without a legal, financial or de facto link to a professional club.
- 3) The provisions of this article shall also apply to any player who has never previously been registered with a club, is not a national of the country where the association at which he wishes to be registered for the first time is domiciled, and has not lived continuously for at least the last five years in said country.
- 4) Where a minor player is at least ten years old, the Players' Status Chamber of the Football Tribunal must approve:
  - a) their international transfer according to paragraph 2;
  - b) their first registration according to paragraph 3; or
  - c) their first registration, where the minor player is not a national of the country where the association at which they wish to be registered is domiciled and has lived continuously for at least the last five years in that country.
- 5) Approval pursuant to paragraph 4 is required prior to any request for an ITC and/or a first registration by an association.
- 6) Where a minor player is under ten years old, it is the responsibility of the association that intends to register the player as per the request of its affiliated club to verify and ensure that the circumstances of the player fall, beyond all doubt, under one of the exceptions provided for in paragraph 2, 3, or 4 c). Such verification shall be made prior to any registration.

- 7) An association may apply to the Players' Status Chamber of the Football Tribunal for a limited minor exemption ("LME").
  - a) An LME, if granted, relieves an association, under specific terms and conditions and solely for amateur minor players who are to be registered with purely amateur clubs, from the application obligations set out in paragraph 4.
  - b) In such a case, prior to any request for an ITC and/or a first registration, the association concerned is required to verify and ensure that the circumstances of the player fall, beyond all doubt, under one of the exceptions provided for in paragraph 2, 3, or 4 c).
- 8) A club that has registered a minor player following a national transfer, international transfer or first registration shall:
  - Owe a duty of care to be minor.
  - Take any reasonable measures to protect and safeguard the minor from any possible abuse; and
  - Ensure that the minor is provided with an opportunity to obtain an academic education (according to the highest national standards) that allows them to pursue a career other than football.
- 9) The procedures for applying to the Players' Status Chamber of the Football Tribunal for the matters described in this article are contained in the Procedural Rules Governing the Football Tribunal.

### REGISTRATION AND REPORTING OF MINORS AT ACADEMIES

- 27. 1) Clubs that operate an academy (within their own structure and/or through a separate entity with legal, financial or de facto links to the club) are obliged to report all minors who attend the academy (registered with the club or not) to the association with which the club concerned is affiliated. When an academy is operated outside the territory of the club's respective association, the reporting shall be made by the club to the association on whose territory the academy operates.
  - 2) Each association shall request all academies without legal, financial or de facto links to a club (private academies) operating on its territory to report all minors who attend the academy to the association. Each association shall report any wrongdoing occurring at private academies of which it becomes aware to the relevant authorities, taking all necessary measures to protect and safeguard minors from potential abuse.

- 3) Each association shall keep a register of players, comprising at least the following information: full name (first, middle and last names), nationality, date of birth, country of origin (or previous country of domicile), agent (if any) and club operating the respective academy, regarding the minors who have been reported to it by clubs or academies.
- 4) A club that wishes to collaborate with a private academy shall:
  - Report such collaboration to the association with which the club is affiliates:
  - ii. Ensure that the private academy reports its players to the association where the academy operates;
  - iii. Before entering into a contract with a private academy, ensure that the private academy takes proper measures to protect and safeguard minors; and
  - iv Report any wrongdoing of which it may become aware to the relevant authorities, taking all necessary measures to protect and safeguard minors from potential abuse.
- 5) Through the act of reporting, academies and players undertake to practise football in accordance with the FIFA Statutes, and to respect and promote the ethical principles of organised football.
- 6) Associations shall report to FIFA each minor that attends an academy within the territory they govern where the minor:
  - i. Is not a national of the country where the association is domiciled: and
  - ii. Has not lived continuously for at least the last five years in that country. Such reports shall contain a prima facie assessment of whether the minor meets the requirements of article 19.
- 7) Any violations of this provision will be sanctioned by the Disciplinary Committee in accordance with the FIFA Disciplinary Code.

### **ENFORCEMENT OF DISCIPLINARY SANCTIONS**

28. a) Any disciplinary sanction of up to four matches or up to three months that has been imposed on a player by the former association but not yet (entirely) served by the time of the transfer shall be enforced by the new association at which the player has been registered in order for the sanction to be served at domestic level. When issuing the ITC, the former association shall notify the new association via TMS of any such disciplinary sanction that has yet to be (entirely) served.

b) Any disciplinary sanction of more than four matches or more than three months that has not yet been (entirely) served by a player shall be enforced by the new association that has registered the player only if the FIFA Disciplinary Committee has extended the disciplinary sanction to have worldwide effect. Additionally, when issuing the ITC, the former association shall notify the new association via TMS of any such pending disciplinary sanction.

#### TRANSFER DISPUTES

- 29. a) Where a club has not responded to a transfer request for an amateur player within 7 days the League (if both clubs are in membership of the same League) or the IFA (if both clubs are in membership of different Leagues) shall terminate the former registration to enable the transfer to be completed unless 16b applies.
  - b) Where a club objects to a transfer request for an amateur player they must notify their League/IFA within 7 days. Proceedings will be instigated to arrange a dispute resolution hearing.
    - i. If both clubs are in membership of the same League such hearing shall be considered by that League.
    - ii. If both clubs are in membership of different Leagues such hearing shall be considered by the IFA Player Status Committee.
  - c) All registration disputes will be dealt with on a case by case basis.
  - d) Any club who rejects the transfer of an amateur player within 7 days, without just cause, shall be fined a minimum of £100.
  - e) 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 Status Committee shall have discretionary powers on a case by case basis to approve such registration.

# DOMESTIC TRAINING AND DEVELOPMENT COMPENSATION REGULATIONS

30. 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 clubs before the end of the calendar year of his 21st birthday.
- d) Compensation will only be claimable from the start of the calendar year of the players 12th birthday up to the end of the calendar year of the players 21st birthday.
- e) Training compensation shall be payable until the end of the calendar year of the player's 23rd birthday.
- f) 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
- g) In accordance with the FIFA Regulations on the Status and Transfer of Players the principles of training compensation shall not apply to women's football.

# 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:

- a) Senior Football.
- b) Intermediate Football.
- c) Junior / Youth Football.

The compensation types are as follows;

 Basic Compensation – Upon the completion of the first professional registration of a player a basic initial compensation payment at a flat rate of £275 per full season is paid to all training clubs who have provided training during the training period.

- Conditional Compensation Conditional compensation payments shall be due to the training club or clubs upon the player reaching particular milestones as identified below:-
  - First competitive 1st team appearance £110 per full season
  - 25 competitive 1st team appearances £110 per full season
  - National U21 Team competitive debut £110 per full season
  - National A Team competitive debut £330 per full season
- 3) Solidarity Contribution When a professional player transfers domestically for the first time before or during the calendar year of his 23rd birthday and where a transfer fee of £20,000 or more has been paid for the player 5% of the transfer fee, not including training compensation paid to his former club, shall be identified as a solidarity contribution. 10% of the solidarity contribution shall be due to the clubs contributing to the training and development of the player during his amateur status for each full season that the player was registered and is payable from the calendar year of the player's 12th birthday until the calendar year of the player's 21st birthday.

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

#### PLAYER STATUS COMMITTEE

- 31. The Player Status Committee shall consist of
  - a) Two independent members, (not being a member of a club), who are legally qualified, to be appointed by the Board to serve as Chairman and Vice Chairman for a three-year period, at least one of whom should have knowledge of employment law.
  - b) Six members of Council to include at least one representative from senior, intermediate, junior and women's football. The quorum of the Committee shall be three.

The Committee shall deal with the following issues

- i) Registration disputes.
- ii) Transfer disputes involving an amateur player.
- iii) Contract disputes between a professional player and his club.
- iv) Priority of registration disputes.
- v) Compensation disputes.

- vi) To review, approve and monitor implementation of the Regulations.
- vii) Impose sanctions on leagues for non-compliance.
- viii) All other player registration issues as may arise from time to time.

#### LEAGUES RETAIN THE RIGHT

32. 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.

#### ANNFX 1

#### DOMESTIC TRAINING & DEVELOPMENT COMPENSATION REGULATIONS

## Adoption and Enforcement

The Irish FA Football Committee is the responsible body for overseeing the implementation of these regulations. The first edition of these regulations came, into force from 1 August 2020 and it was agreed that they would be reviewed every three years.

The 2nd edition of these regulations would come into force from 14 June 2023 (or whenever the Professional Game registration period opens for Season 2023/24) and will be reviewed in advance of Season 2026/27

# **Compensation Principles**

Compensation to training clubs is activated upon the first professional registration of a player providing that such professional registration is confirmed prior to the conclusion of the calendar year of the player's 21st birthday.

Compensation shall be payable to clubs who have contributed to the training and development of players prior to their first registration as a professional within the training period. The training period is recognised as the period from the season of the player's 12th birthday to the calendar year of the player's 21st birthday.

The amount of compensation payable to clubs is calculated by multiplying the compensation type amount by the number of full seasons of training provided by that club or clubs within the training period.

There are 3 compensation types which are detailed below including the administrative procedures to be followed and the arrangements for processing payments and raising disputes.

## **Compensation Types**

#### BASIC COMPENSATION

1) Upon the completion of the first professional registration of a player a basic initial compensation payment at a flat rate of £275 per full season is paid to all training clubs who have provided training during the training period.

Payment of basic compensation will be calculated by Irish FA Player Registrations staff and communicated to all relevant clubs upon the completion of the first professional registration. Only the information included in the official player passport in the Irish FA Comet Football Management System will be considered to identify training clubs and to calculate the amount of basic compensation due. The club registering the player for the first time as a professional will have 60 days from the date of the Irish FA communication to make payment to the training club or clubs. In the event of non-payment or a disagreement regarding the amount of compensation due the training club or clubs should submit a dispute to the IFA Football Committee by email via the Irish FA Registrations Department registrations@irishfa.com providing full details of the dispute. If no dispute is submitted by the training club or clubs within 1 year of the original Irish FA communication any unpaid compensation will be forfeited.

#### CONDITIONAL COMPENSATION

- 2) Conditional compensation payments shall be due to the training club or clubs upon the player reaching particular milestones as identified below:-
  - First competitive 1st team appearance £110 per full season.
  - 25 competitive 1st team appearances £110 per full season.
  - National U21 Team competitive debut £110 per full season.
  - National A Team competitive debut £330 per full season.

Training clubs shall be responsible for tracking the career of their former player and should make a compensation claim by contacting the relevant professional club at the appropriate time to confirm that conditional payment/s are due. Thereafter the players current club, at the time when

the milestone is reached, will have 60 days to make payment to the training club or clubs. Training clubs must request payment for conditional compensation in writing within 1 year of the relevant condition for the compensation being realized. After 1 year has lapsed any unclaimed conditional compensation shall be forfeited.

In the event of non-payment or a disagreement regarding the amount of conditional compensation due the training club or clubs should submit a dispute to the Irish FA Football Committee by email via the Irish FA Registrations Department registrations@irishfa.com providing full details of the dispute. It shall be the responsibility of the claimant club to provide satisfactory evidence that the request has been submitted to the professional club in order and within the 1 year window.

For the avoidance of doubt conditional compensation payments are only due to the training club or clubs when the occurrence leading to the condition being realized happens after the player has registered as a professional.

The responsibility to pay conditional compensation to the training club or clubs ends when the player's professional contract with the club either expires naturally; or is terminated; or upon completion of the calendar year of the player's 23rd birthday.

#### SOLIDARITY CONTRIBUTION

3) When a professional player transfers domestically for the first time before or during the calendar year of his 23rd birthday and where a transfer fee of £20,000 or more has been paid for the player, 5% of the transfer fee, not including training compensation paid to his former club, shall be identified as a solidarity contribution. 10% of the solidarity contribution shall be due to the clubs contributing to the training and development of the player during his amateur status for each full season that the player was registered and is payable from the calendar year of the player's 12th birthday until the calendar year of the player's 21st birthday.

Solidarity contributions must be paid to the training club or clubs by the selling club within 60 days of the transfer fee being received.

In the event of non-payment or a disagreement regarding the amount of solidarity contribution due the training club or clubs should submit a dispute to the Irish FA Football Committee by email via the IFA Registrations Department registrations@irishfa.com providing full details of the dispute.

Any dispute must be submitted within 1 year following the date of the transfer

## Subsequent Transfers

In the event of subsequent transfers of the professional player before the end of the calendar year 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 former club.

In such cases when compensation is due it shall be payable at a rate of £1500 per full season.

Claimant clubs must request payment for such training compensation in writing within 1 year of the activation of the new professional registration.

In the event of non-payment or a disagreement regarding the amount of compensation due the claimant club should submit a dispute to the Irish FA Football Committee by email via the Irish FA Registrations Department registrations@irishfa.com providing full details of the dispute and it shall be the responsibility of the claimant club to provide satisfactory evidence that the request has been submitted to the new club in order and within the 1 year window.

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 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 post at least 30 days before the expiry of his current contract.

Any right to training compensation shall only be triggered with the activation (start date) of the professional contract with the new club, not the date of signing of any pre-contract agreement.

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.

# IRISH FOOTBALL ASSOCIATION LIMITED



AMATEUR GAME PLAYER
REGISTRATION REGULATIONS
SEASON 2023/24

# AMATEUR GAME PLAYER

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#### ANNEX 1

NB: Terms referring to natural persons are applicable to both genders. Any term in the singular applies to the plural and vice-versa.

#### INTRODUCTION

- a) Players participating in organised football are either amateurs or professionals. No other status shall be recognised. 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 10th birthday occurs, subject to individual competition rules.

- c) The following regulations shall apply for amateur players registering for their club to play in purely amateur competitions. Competition rules shall determine if a competition is to be purely amateur (for the avoidance of any doubt if a competition's rules do not explicitly exclude professional players from participating then it shall not be considered to be a purely amateur competition and the Professional Game regulations shall apply).
- d) All amateur registrations shall be administered by Clubs/Leagues using the Comet FMS
- e) All Club 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 Comet FMS.
- f) Appointed league officials shall have full access to player registration records within their own league and will have full administrator rights to assist clubs as and when required. Such officials will be obliged to agree to the terms and conditions of the access to and use of the Comet FMS.
- g) Any 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. The right to impose such sanctions lies in principle with the Association or the organiser of the competition concerned.
- h) 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.
- i) 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

#### NUMBER OF REGISTRATIONS/CLUBS

2. a) Each association must have an electronic player registration system, which must assign each player a FIFA ID when the player is first registered. 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). With the exception of players participating in friendly matches during a trial, only electronic registered players identified with a FIFA ID are eligible to

- participate in organised football. By the act of registering or accepting to be on trial, a player agrees to abide by the FIFA statutes and regulations, the confederations and the associations.
- b) A player may only be registered with a club for the purpose of playing organised football. As an exception to this rule, a player may have to be registered with a club for mere technical reasons to secure transparency in consecutive individual transactions (cf. Annexe 3 of the FIFA Regulations on the Status and Transfer of Players). A player that is on trial (see article 19ter of the FIFA Regulations on the Status and Transfer of Players) does not need to be registered to participate in friendly matches played in context of a trial.
- c) A player may only be registered with one club at a time.
- d) Players may be registered with a maximum of three clubs during one season (the period from 1st August to 31st May, and in the case of NIFL Women's Premiership and NIWFA from 1st March to 31st October). 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 they have fully complied with their contractual obligations towards their previous clubs, and provided that the provisions relating to registration periods (article 6 – FIFA Regulations on the Status and Transfer of Players) and the minimum length of a contract (article 18 paragraph 2 – FIFA Regulations on the Status and Transfer of Players) are respected. Limitations as per this paragraph do not apply if a player wishes to be registered based on the exception as per article 6 paragraph 3a (FIFA Regulations on the Status and Transfer of Players).
- 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. (FIFA Regulations on the Status and Transfer of Players).
- f) Notwithstanding any of the above, a player may only register for any club twice in one season.
- g) 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.
- h) In the event of the Association receiving formal notification, in writing, of a youth team (Under-18 and below) ceasing to exist all amateur players registered with said team may request to 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 youth team who cease to exist will not be counted in the number of clubs for which the player has been registered in the current season.
- i) In relation to the FIFA ID of a player and the integration of their electronic player registration systems, member associations shall;
  - Assign a FIFA ID to all players already registered at the member association who have not been assigned a FIFA ID at the point in time when the electronic player registration system is integrated with the FIFA Connect ID Service;
    - Amateur Game Player Registration Regulations June 2023
  - ii Where a FIFA ID has already been assigned to a player, as indicated by the FIFA Connect ID Service, ensure the same FIFA ID is used to register the player in its electronic player registration system;
  - iii. If the FIFA Connect ID Service determines that a player is, or appears to be, registered in more than one electronic player registration system, resolve the matter within five (5) days of it becoming aware, and update the FIFA Connect ID Service without delay; and
  - iv. Provide the relevant personal information about a player to other member associations' electronic player registration systems through the FIFA Connect Interface, when requested for the purpose of registration and the determination of the FIFA ID of the player.

#### REGISTRATION PERIODS

- 3. a) Players may only be registered during the official registration period for purely amateur competitions which shall open on 25 June 2023 and close on 31 March 2024.
  - b) Players participating in NIWFA organised competitions during 2023 may be registered during the period 1 March 2023 to 7 August 2023.

#### PLAYER PASSPORT

- 4. a) For entitlements related to training rewards that are not governed by the FIFA Clearing House Regulations, existing obligations related to player passports shall remain unchanged, i.e., 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 calendar year of their 12th birthday.
  - b) For entitlements related to training rewards that are governed by the FIFA Clearing House Regulations, an EPP shall be generated and used as set forth below.
  - c) The Electronic Player Passport is an electronic document containing consolidated registration information of a player throughout their career, including the relevant member association, their status (amateur or professional), the type of registration (permanent or loan), and the club(s) (including training category) with which they have been registered since the calendar year of their 12th birthday. It shall be generated in circumstances as defined in the FIFA Clearing House Regulations.
  - d) For the purpose of creating the EPP, member associations shall ensure that reliable, accurate and complete player registration information is made available electronically to FIFA through the FIFA Connect Interface, whenever requested by FIFA through such interface.

#### REACOUISITION OF AMATEUR STATUS

- 5. 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.

#### AMATEUR REGISTRATIONS

6. a) All amateur registrations must be submitted via the Comet FMS by Club Registrars.

- b) All mandatory fields of the Comet FMS must be accurately completed in full before a registration is confirmed. The player shall be considered registered upon completion of the online procedure and an email confirming the player's registration will be automatically sent to the email address provided by the player to the club and entered in the Comet FMS. Any player who is under the age of 18 on the date of registration must have the email address of a parent or guardian entered in the Comet FMS. In the event that a player, or in the case of a player under the age of 18 their parent or guardian, does not consent to the registration of the player they should immediately contact the Irish Football Association who will investigate the matter and either confirm or terminate the registration as appropriate.
- c) The length of an amateur registration shall be from its effective date until 30 June 2024. Re- registration of all male players is available via Comet FMS from 9 June 30 June. While all female players can be re-registered during 6 February 28 February.
- d) Priority of registration shall determine the eligibility of a player to play for the club with which he was first registered.
- e) 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 for the professional game but within the amateur game registration period (25 June 2023 31 March 2024) 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.

#### **TRANSFERS**

- 7. a) Amateur players moving clubs will be required to complete a transfer. The transfer instruction must be submitted via the Comet FMS and approved by both clubs involved in the transfer.
  - b) No club or player shall be involved in a bridge transfer.
  - c) It shall be presumed, unless established to the contrary, that if two consecutive transfers, national or international, of the same player occur within a period of 16 weeks, the parties (clubs and player) involved in those two transfers have participated in a bridge transfer.

d) The FIFA Disciplinary Committee, in accordance with the FIFA Disciplinary Code, will impose sanctions on any party subject to the FIFA Statutes and regulations involved in a bridge transfer.

## INTERNATIONAL TRANSFER CERTIFICATES (ITC)

- 8. a) An amateur player 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 via FIFA TMS.
  - 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) Instructions must be entered on to FIFA Transfer Matching System (TMS) by the club/s involved in accordance with FIFA TMS guidelines.
  - d) Associations are forbidden from requesting that an ITC be issued in order to allow a player to participate in friendly matches in the context of a trial.
  - e) 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.
  - f) 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 calendar year of his 12th birthday.
  - g) An ITC is not required for a player under the age of ten years.

#### UNREGISTERED PLAYERS

9. Any player not registered at an 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. The right to impose such sanctions lies in principle with the association or the organiser of the competition concerned.

#### LOAN OF PLAYERS

10. The loan of amateur players is not permitted.

## CANCELLATION OF A REGISTRATION AND RETIREMENT

- 11. a) Cancellation of an amateur player shall only be administered by the Irish Football Association to cancel an amateur player's registration where the player is moving to another national association.
  - b) An amateur player who wishes to retire must do so in writing to the association (registrations@irishfa.com) at any point.

#### PROTECTION OF MINORS

- 12.1 International transfers of players are only permitted if the player is over the age of 18.
- 12.2 The following five exceptions to this rule apply:
  - a) The player's parents move to the country in which the new club is located for reasons not linked to football.
  - b) The player is aged between 16 and 18 and:
    - i. the transfer takes place within the territory of the European Union (EU) or the European Economic Area (EEA); or
    - ii. The transfer takes place between two associations within the same country.
      - The new club must fulfil the following minimum obligations.
    - iii. It shall provide the player with an adequate football education and/or training in-line with the highest national standards (cf Annexe 4, article 4 FIFA Regulations of the Status and Transfer of Players).
    - iv. 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.
    - v. 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.).
    - vi. It shall, on registration of such a player, provide the relevant association

with proof that it is complying with the aforementioned obligations.

- c) 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.
- d) The player is at least temporarily permitted to reside in the country of arrival and/or is recognised by the competent state authorities as vulnerable and requiring state protection by the country of arrival after fleeing their country of origin (or previous country of domicile) for humanitarian reasons, without their parents, due to either of the following;
  - i. Their life or freedom being threatened on account of race, religion, nationality, belonging to a particular social group, or political opinion; or
  - ii. Any other circumstances where their survival is seriously threatened.

If the minor has been formally recognised as a refugee or a protected person, they may be registered with a professional club or purely amateur club. There are no restrictions on any subsequent national transfer of the minor prior to their turning 18.

If the minor has been formally recognised as asylum seeker or has been recognised by the competent state authorities as vulnerable in accordance with article 19 paragraph d) of the FIFA Regulations on the Status and Transfer of Players, they may only be registered with a purely amateur club. They may be the subject of a subsequent national transfer, but are not permitted to register with a professional club until they turn 18.

- e) The player is a student and moves without his parents to another country temporarily for academic reasons in order to undertake an exchange programme. The duration of the player's registration for the new club until he turns 18 or until the end of the academic or school programme cannot exceed one year. The player's new club may only be a purely amateur club without a professional team or without a legal, financial or de facto link to a professional club.
- 12.3 The provisions of this article shall also apply to any player who has never previously been registered with a club, is not a national of the country where the association at which he wishes to be registered for the first time is domiciled, and has not lived continuously for at least the last five years in said country.
- 12.4 Where a minor player is at least ten years old, the Players' Status Chamber of the Football Tribunal must approve:

- a) their international transfer according to paragraph 2;
- b) their first registration according to paragraph 3; or
- c) their first registration, where the minor player is not a national of the country where the association at which they wish to be registered is domiciled and has lived continuously for at least the last five years in that country.
- 12.5 Approval pursuant to paragraph 4 is required prior to any request for an ITC and/or a first registration by an association.
- 12.6 Where a minor player is under ten years old, it is the responsibility of the association that intends to register the player as per the request of its affiliated club to verify and ensure that the circumstances of the player fall, beyond all doubt, under one of the exceptions provided for in paragraph 2, 3, or 4 c). Such verification shall be made prior to any registration.
- 12.7 An association may apply to the Players' Status Chamber of the Football Tribunal for a limited minor exemption ("LME").
  - a) An LME, if granted, relieves an association, under specific terms and conditions and solely for amateur minor players who are to be registered with purely amateur clubs, from the application obligations set out in paragraph 4.
  - b) In such a case, prior to any request for an ITC and/or a first registration, the association concerned is required to verify and ensure that the circumstances of the player fall, beyond all doubt, under one of the exceptions provided for in paragraph 2, 3, or 4 c).
- 12.8 A club that has registered a minor player following a national transfer, international transfer or first registration shall:
  - Owe a duty of care to be minor
  - Take any reasonable measures to protect and safeguard the minor from any possible abuse; and
  - Ensure that the minor is provided with an opportunity to obtain an academic education (according to the highest national standards) that allows them to pursue a career other than football.
- 12.9 The procedures for applying to the Players' Status Chamber of the Football Tribunal for the matters described in this article are contained in the Procedural Rules Governing the Football Tribunal.

### REGISTRATION AND REPORTING OF MINORS AT ACADEMIES

- 13.1 Clubs that operate an academy (within their own structure and/or through a separate entity with legal, financial or de facto links to the club) are obliged to report all minors who attend the academy (registered with the club or not) to the association with which the club concerned is affiliated. When an academy is operated outside the territory of the club's respective association, the reporting shall be made by the club to the association on whose territory the academy operates.
- 13.2 Each association shall request all academies without legal, financial or de facto links to a club (private academies) operating on its territory to report all minors who attend the academy to the association. Each association shall report any wrongdoing occurring at private academies of which it becomes aware to the relevant authorities, taking all necessary measures to protect and safeguard minors from potential abuse.
- 13.3 Each association shall keep a register of players, comprising at least the following information: full name (first, middle and last names), nationality, date of birth, country of origin (or previous country of domicile), agent (if any) and club operating the respective academy, regarding the minors who have been reported to it by clubs or academies.
- 13.4 A club that wishes to collaborate with a private academy shall:
  - Report such collaboration to the association with which the club is affiliates;
  - ii. Ensure that the private academy reports its players to the association where the academy operates;
  - iii. Before entering into a contract with a private academy, ensure that the private academy takes proper measures to protect and safeguard minors; and
  - iv. Report any wrongdoing of which it may become aware to the relevant authorities, taking all necessary measures to protect and safeguard minors from potential abuse.
- 13.5 Through the act of reporting, academies and players undertake to practise football in accordance with the FIFA Statutes, and to respect and promote the ethical principles of organised football.
- 13.6 Associations shall report to FIFA each minor that attends an academy within the territory they govern where the minor:
  - i. Is not a national of the country where the association is domiciled: and

- ii. Has not lived continuously for at least the last five years in that country. Such reports shall contain a prima facie assessment of whether the minor meets the requirements of article 19.
- 13.7 Any violations of this provision will be sanctioned by the Disciplinary Committee in accordance with the FIFA Disciplinary Code.

#### TRANSFER DISPUTES

- 14. a) Where a club has not responded to a transfer request for an amateur player within 7 days the League (if both clubs are in membership of the same League) or the IFA (if both clubs are in membership of different Leagues) shall terminate the former registration to enable the transfer to be completed unless 14b applies.
  - b) Where a club objects to a transfer request for an amateur player they must notify their League / IFA within 7 days. Proceedings will be instigated to arrange a dispute resolution hearing.
    - i. If both clubs are in membership of the same League such hearing shall be considered by that League.
    - ii. If both clubs are in membership of different Leagues such hearing shall be considered by the IFA Player Status Committee.
  - c) All registration disputes will be dealt with on a case by case basis.
  - d) Any club who rejects the transfer of an amateur player within 7 days, without just cause, shall be fined a minimum sum of £100.
  - e) 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 Status Committee shall have discretionary powers on a case by case basis to approve such registration.

#### **ENFORCEMENT OF DISCIPLINARY SANCTIONS**

15. a) Any disciplinary sanction of up to four matches or up to three months that has been imposed on a player by the former association but not yet (entirely) served by the time of the transfer shall be enforced by the new association at which the player has been registered in order for the sanction to be served at domestic level. When issuing the ITC, the former association shall notify the new association via TMS of any such disciplinary sanction that has yet to be (entirely) served.

b) Any disciplinary sanction of more than four matches or more than three months that has not yet been (entirely) served by a player shall be enforced by the new association that has registered the player only if the FIFA Disciplinary Committee has extended the disciplinary sanction to have worldwide effect. Additionally, when issuing the ITC, the former association shall notify the new association via TMS of any such pending disciplinary sanction.

# DOMESTIC TRAINING AND DEVELOPMENT COMPENSATION REGULATIONS

- 16. 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 clubs before the end of the calendar year of his 21st birthday.
  - d) Compensation will only be claimable from the start of the calendar year of the players 12th birthday up to the end of the calendar year of the players 21st birthday.
  - e) Training compensation shall be payable until the end of the calendar year of the player's 23rd birthday.
  - f) 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.
  - g) In accordance with the FIFA Regulations on the Status and Transfer of Players the principles of training compensation shall not apply to women's football.

# 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:

- a) Senior Football
- b) Intermediate Football
- c) Junior/Youth Football

The compensation types are as follows;

- 1. **Basic Compensation** Upon the completion of the first professional registration of a player a basic initial compensation payment at a flat rate of £275 per full season is paid to all training clubs who have provided training during the training period.
- 2. **Conditional Compensation** Conditional compensation payments shall be due to the training club or clubs upon the player reaching particular milestones as identified below:-
  - First competitive 1st team appearance £110 per full season.
  - 25 competitive 1st team appearances £110 per full season.
  - National U21 Team competitive debut £110 per full season.
  - National A Team competitive debut £330 per full season.
- 3. Solidarity Contribution When a professional player transfers domestically for the first time before or during the calendar year of his 23rd birthday and where a transfer fee of £20,000 or more has been paid for the player 5% of the transfer fee, not including training compensation paid to his former club, shall be identified as a solidarity contribution. 10% of the solidarity contribution shall be due to the clubs contributing to the training and development of the player during his amateur status for each full season that the player was registered and is payable from the calendar year of the player's 12th birthday until the calendar year of the player's 21st birthday.

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

#### PLAYER STATUS COMMITTEE

- 17. The Player Status Committee shall consist of
  - a) Two independent members, (not being a member of a club), who are legally qualified, to be appointed by the Board to serve as Chairman and Vice Chairman for a three-year period, at least one of whom should have knowledge of employment law.

b) Six members of Council – to include at least one representative from senior, intermediate, junior and women's football. The quorum of the Committee shall be three.

The Committee shall deal with the following issues

- i. Registration disputes.
- ii. Transfer disputes involving an amateur player.
- iii. Contract disputes between a professional player and his club.
- iv. Priority of registration disputes.
- v. Compensation disputes.
- vi. To review, approve and monitor implementation of the Regulations.
- vii. Impose sanctions on leagues for non-compliance.
- viii. All other player registration issues as may arise from time to time

#### LEAGUES RETAIN THE RIGHT

18. 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

# DOMESTIC TRAINING & DEVELOPMENT COMPENSATION REGULATIONS

# Adoption and Enforcement

The Irish FA Football Committee is the responsible body for overseeing the implementation of these regulations. The first edition of these regulations came, into force from 1 August 2020 and it was agreed that they would be reviewed every three years.

The 2nd edition of these regulations would come into force from 14 June 2023 (or whenever the Professional Game registration period opens for Season 2023/24) and will be reviewed in advance of Season 2026/27.

## **Compensation Principles**

Compensation to training clubs is activated upon the first professional registration of a player providing that such professional registration is confirmed prior to the conclusion of the calendar year of the player's 21st birthday.

Compensation shall be payable to clubs who have contributed to the training and development of players prior to their first registration as a professional within the training period. The training period is recognised as the period from the season of the player's 12th birthday to the calendar year of the player's 21st birthday.

The amount of compensation payable to clubs is calculated by multiplying the compensation type amount by the number of full seasons of training provided by that club or clubs within the training period.

There are 3 compensation types which are detailed below including the administrative procedures to be followed and the arrangements for processing payments and raising disputes.

## **Compensation Types**

#### BASIC COMPENSATION

1. Upon the completion of the first professional registration of a player a basic initial compensation payment at a flat rate of £275 per full season is paid to all training clubs who have provided training during the training period.

Payment of basic compensation will be calculated by Irish FA Player Registrations staff and communicated to all relevant clubs upon the completion of the first professional registration. Only the information included in the official player passport in the Irish FA Comet Football Management System will be considered to identify training clubs and to calculate the amount of basic compensation due. The club registering the player for the first time as a professional will have 60 days from the date of the Irish FA communication to make payment to the training club or clubs. In the event of non-payment or a disagreement regarding the amount of compensation due the training club or clubs should submit a dispute to the IFA Football Committee by email via the Irish FA Registrations Department registrations@irishfa.com providing full details of the dispute. If no dispute is submitted by the training club or clubs within 1 year of the original Irish FA communication any unpaid compensation will be forfeited.

#### CONDITIONAL COMPENSATION

- 2. Conditional compensation payments shall be due to the training club or clubs upon the player reaching particular milestones as identified below:-
  - First competitive 1st team appearance £110 per full season.
  - 25 competitive 1st team appearances £110 per full season.
  - National U21 Team competitive debut £110 per full season.
  - National A Team competitive debut £330 per full season.

Training clubs shall be responsible for tracking the career of their former player and should make a compensation claim by contacting the relevant professional club at the appropriate time to confirm that conditional payment/s are due. Thereafter the players current club, at the time when the milestone is reached, will have 60 days to make payment to the training club or clubs. Training clubs must request payment for conditional compensation in writing within 1 year of the relevant condition for the compensation being realized. After 1 year has lapsed any unclaimed conditional compensation shall be forfeited.

In the event of non-payment or a disagreement regarding the amount of conditional compensation due the training club or clubs should submit a dispute to the Irish FA Football Committee by email via the Irish FA Registrations Department registrations@irishfa.com providing full details of the dispute. It shall be the responsibility of the claimant club to provide satisfactory evidence that the request has been submitted to the professional club in order and within the 1 year window.

For the avoidance of doubt conditional compensation payments are only due to the training club or clubs when the occurrence leading to the condition being realized happens after the player has registered as a professional.

The responsibility to pay conditional compensation to the training club or clubs ends when the player's professional contract with the club either expires naturally; or is terminated; or upon completion of the calendar year of the player's 23rd birthday.

#### SOLIDARITY CONTRIBUTION

3. When a professional player transfers domestically for the first time before or during the calendar year of his 23rd birthday and where a transfer fee of £20,000 or more has been paid for the player, 5% of the transfer fee, not including training compensation paid to his former club, shall be identified as a solidarity contribution. 10% of the solidarity contribution shall be due to the clubs contributing to the training and development of the player during his amateur status for each full season that the player was registered and is payable from the calendar year of the player's 12th birthday until the calendar year of the player's 21st birthday.

Solidarity contributions must be paid to the training club or clubs by the selling club within 60 days of the transfer fee being received.

In the event of non-payment or a disagreement regarding the amount of solidarity contribution due the training club or clubs should submit a dispute to the Irish FA Football Committee by email via the IFA Registrations Department registrations@irishfa.com providing full details of the dispute.

Any dispute must be submitted within 1 year following the date of the transfer.

# **Subsequent Transfers**

In the event of subsequent transfers of the professional player before the end of the calendar year 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 former club.

In such cases when compensation is due it shall be payable at a rate of £1500 per full season.

Claimant clubs must request payment for such training compensation in writing within 1 year of the activation of the new professional registration.

In the event of non-payment or a disagreement regarding the amount of compensation due the claimant club should submit a dispute to the Irish FA Football Committee by email via the Irish FA Registrations Department registrations@irishfa.com providing full details of the dispute and it shall be the responsibility of the claimant club to provide satisfactory evidence that the request has been submitted to the new club in order and within the 1 year window.

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 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 post at least 30 days before the expiry of his current contract.

Any right to training compensation shall only be triggered with the activation (start date) of the professional contract with the new club, not the date of signing of any pre-contract agreement.

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.

# IRISH FOOTBALL ASSOCIATION LIMITED



DISCIPLINARY CUDI SEASON 2023/24

# IFA DISCIPLINARY CODE

#### ARTICLE 1 ADOPTION AND ENFORCEMENT

- 1.1 The IFA Disciplinary Committee (the Committee) adopted this Code on 1 August 2023.
- 1.2 This Code comes into force on 1 August 2023 and applies to all disciplinary matters arising from and concerning football under the jurisdiction of the IFA.
- 1.3 Save where expressly set out to the contrary, words and phrases as defined in the Articles of Association of the Irish Football Association shall have the same meaning in this Code.
- 1.4 The following are subject to this code:
  - (i) members;
  - (ii) associate members;
  - (iii) officials;
  - (iv) players;
  - (v) match officials;
  - (vi) licensed intermediaries;
  - (vii) anyone with an authorisation from the IFA, in particular with regard to a match, competition or other event organised by the IFA.
- 1.5 Each person or entity who is or is deemed subject to this Code is required to cooperate with an IFA (or a Divisional Association of the IFA) investigation or disciplinary proceedings.
- 1.5.1 Each club is further required to identify to the Association a Club Disciplinary Officer (who may hold another office within the Club, such as Club Secretary) responsible for investigating and taking appropriate action in relation to disciplinary matters and the conduct of its members.
- 1.5.2 The Club Disciplinary Officer will be the principal point of contact between the Committee and the Club in respect of all disciplinary matters.
- 1.5.3 The Club must inform the Committee Secretary of the name, telephone number and email address of the Club Disciplinary Officer at the

- commencement of the season. In the event that the Committee is not notified of a Disciplinary Officer any communications will be sent via the Club Secretary.
- 1.5.4 Notifications via the Comet system will be sent to the appointed Club Manager. It is the responsibility of the Club Manager to ensure that the Disciplinary Officer is made aware of any matters relating to discipline.
- The overriding objective of the Code is to maintain and promote fair play, protect the health and welfare of Players (and others involved in the Game), ensure that acts of indiscipline (on and off the field of play) or breaches of this Code are dealt with expeditiously and fairly and that the image and reputation of association football and the Irish Football Association are not adversely affected.
- Disciplinary hearings shall be conducted in a fair and just manner and in accordance with the fundamental principles of natural justice.
   Procedural and technical considerations shall take second place to the overriding objective of being just and fair to the parties.
- 1.7.1 Proceedings, findings or decisions of the Committee shall not be invalidated by reason of any procedural defect, irregularity, omission or technicality unless such defect, irregularity, omission or technicality raises a material doubt as to the reliability of the proceedings, findings or decisions.
- 1.8 In the event that a particular incident takes place for which there is no provision in this Code including (but not limited to) procedure, jurisdiction, or sanction then the Committee may take such action that it considers appropriate in the circumstances in accordance with general principles of natural justice and fairness.
- 1.9 Without prejudice to the overriding objective set out in clause 1.6, the Committee shall have the power:-
  - 1. to sanction serious disciplinary infringements which have escaped a match official's attention;
  - 2. to rectify obvious errors of judgement in the referee's disciplinary decision;
  - 3. to extend the duration of a match suspension or any other penalty incurred automatically by an expulsion;
  - 4. to impose sanctions including;
    - a) A fine;
    - b) A suspension;

- c) An interim suspension;
- d) A transfer ban;
- e) Playing a match without spectators;
- f) Playing a match on neutral territory;
- g) Ban on playing in a particular stadium;
- h) Ban from dressing room and/or substitutes' bench;
- i) Ban on taking part in any football related activity;
- j) Annulment of the result of a match;
- k) Expulsion from a competition;
- Defeat by forfeit;
- m) Deduction of points;
- n) Demotion to a lower division;
- o) Ban on spectators attending a match;
- Ban prohibiting someone from entering the confines of one or several stadiums ("Stadium Ban");
- q) Replay of a match;
- A reprimand being an official written pronouncement of disapproval sent to the perpetrator of an infringement of the Code.
- 1.10 The Committee may recognise the disciplinary sanctions of any other sporting body. Any person suspended or banned by any other sporting body may be suspended or banned concurrently by the Committee.
- 1.11 Whilst the Committee shall at all times strive to act consistently, the Committee shall not have a doctrine of binding precedent, that is to say it is not formally bound by prior decisions of the Committee. Each case will be looked at and determined on its own merits.
- 1.12 If several offences are carried out by an individual simultaneously, the Committee shall base the fine on what it considers to be the most serious offence committed and depending on the circumstances, may increase the sanction by up to fifty per cent of the maximum sanction specified for that offence.
- 1.12.1 The same applies if a person incurs several time sanctions of a similar nature (two or more match suspensions, two or more Stadium Bans etc.) as the result of one or several offences.

- 1.13 Where a Notice of Complaint has been issued and challenged and the Committee find that the breach alleged in the Notice of Complaint has not been proved, the Committee shall be entitled to find that a lesser breach of the Code has been proved and sanction the person for that lesser breach without the issuing of a Notice of Complaint. The Committee shall have sole discretion to determine the appropriate lesser offence provided always that the sanction for the lesser offence shall be no more than that applied for the breach alleged in the Notice of Complaint.
- 1.14 Any clerical mistakes or accidental omissions in any written decision or correspondence on behalf of the Committee may be corrected by the Committee at any time.

#### **ARTICLE 2 DEFINITIONS**

- 2.1 **IFA**: The Irish Football Association.
- 2.2 **Player**: A person whose name appears on the match card for the relevant match. This includes Player Managers or an Official who is also a Player.
- 2.3 **Official**: A person, with the exception of Players (See *Article 2.2* of this Code) who is connected to a football club.
- 2.4 **Match Official**: The Referee, Assistant Referees, 4th Official, Match Observer or any other person appointed by the IFA, Divisional Association or League in connection with a match.
- 2.5 **Match Officials' Reports**: A report made individually, or collectively, by match officials and submitted to the Committee. Facts contained in match officials reports and in any additional reports or correspondence submitted by the match officials are presumed to be accurate. Proof of their inaccuracy may be provided.
- 2.6 **Business Day**: Any day of the week except a Saturday or Sunday or Designated Holiday.
- 2.7 **Designated Holiday**: A public holiday or bank holiday in Northern Ireland.
- 2.8 **Disciplinary Officer**: A person appointed by a club who shall be responsible for investigating and taking appropriate action in relation to disciplinary matters and the conduct of its members. It is the responsibility of the Club to ensure disciplinary matters are maintained in the event of the Club Disciplinary Officer's absence by ensuring

- another individual or individuals deal with any such matters during that period of absence.
- 2.9 **Disciplinary Committee**: The Committee convened pursuant to *Article* 13 of the Irish Football Association Articles of Association to deal with all football related disciplinary matters. The IFA Disciplinary Committee comprises 9 members. The quorum for the Committee is 3 members, one of whom shall have a legal background. The Committee shall have the power to appoint Sub-Committees as they see fit to deal with all disciplinary matters including hearings. Each Sub-Committee shall comprise of no fewer than 3 members, one of whom should be from a legal background.
- 2.10 **Disciplinary Committee Secretary**: The official appointed by the Irish Football Association to service the Committee.
- 2.11 **Disciplinary Department**: The members of the IFA staff authorised by the Football Committee to deal with certain routine disciplinary matters.
- 2.12 Appeals Committee: The committee appointed pursuant to *Article 14* of the Irish Football Association Articles of Association to deal with all appeals.
- 2.13 **Members**: Members and Associate Members of the Irish Football Association.
- 2.14 **Comet System**: Means the football management system adopted by the IFA for the administration of football in Northern Ireland.
- 2.15 **Disciplinary Challenge**: means a Mistaken Identity Challenge, an Obvious Error Challenge or a Notice of Complaint Challenge pursuant to *Article 34* of this Code.

#### ARTICLE 3 GENDER AND NUMBER

3.1 Terms within this Code referring to the players, officials or match officials are applicable to both genders. Any term in the singular applies to the plural and vice-versa.

#### ARTICI F 4 CUI PABILITY

4.1 Unless otherwise specified, infringements are punishable regardless of whether they have been committed deliberately or negligently.

#### ARTICLE 5 ACTS AMOUNTING TO ATTEMPT

- 5.1 Attempts: If, with intent to do an act in breach of this Code, a person or entity who is subject to the provisions of this Code, does an act which is more than just preparing to commit a breach, he shall be found to have breached the relevant section of this Code.
- 5.2 A person or entity who is subject to the provisions of this Code, may be in breach of this Code by attempting to commit a breach of this Code (as described at *Article 5.1*) even if it would have been impossible to complete the act in breach of this Code.
- A person or entity who is subject to the provisions of this Code, found to have attempted to breach the Code pursuant to *Article 5.1* will be liable to the same sanction as where the breach of the Code is completed. The Committee may, but is not bound to, reduce the sanction where an attempt is proved. It will determine the extent of the mitigation as it sees fit.

#### ARTICLE 6 INVOLVEMENT

- 6.1 Anyone who intentionally takes part in committing an infringement, either as an instigator or accomplice, is also subject to the provisions of this Code.
- The Committee will take account of the degree of guilt of the party involved when deciding upon the sanction.

#### ARTICLE 7 FAILURE TO REPLY TO CORRESPONDENCE

7.1 Any failure to reply, within the specified timescale, (without just or reasonable cause) to correspondence sent by the Committee, either by letter, email or via the Comet system in pursuance of its obligations under this Code, will render the person to whom such correspondence is sent to be in breach of this Code and render such person liable to such penalties as the Committee shall deem fit to impose.

#### **ARTICLE 8 FINES**

8.1 Clubs are liable for fines imposed on their players or officials. Subject to the Committee's discretion pursuant to the overriding objective, the fact that a person has left a club does not cancel out liability and therefore does not negate the responsibility of the club to pay a fine.

- All fines, unless challenged or appealed against, must be paid within 14 days from the date of the letter or email imposing the fine unless a payment plan has been agreed with the club. Failure by a club to pay a fine within the specified timeframe will result in the club being fined an additional £25 and suspended from all affiliated football with immediate effect from the point of notification. In the case of a Designated Holiday, the time limit for paying the fine will expire the following day.
- 8.3 Should a suspension be imposed on a club due to failure by that club to pay a fine, the suspension will remain in effect until the Monday following receipt of payment.
- 8.4 Match Officials will be fined £10 for late submission of Disciplinary Reports.
- 8.5 The referee report must be submitted by the referee via the Comet System at the earliest opportunity following completion of the match and not later than 24 hours after the commencement of the match taking place.

#### ARTICLE 9 CAUTION AND DISMISSAL FINES

9.1 Where a disciplinary report has been issued and the person or entity who is subject to the provisions of this Code is found to be at fault, the person or entity shall in addition to any punishment or recommendation made in that report incur a fine as set out below:

## **Players**

- (i) Senior matches (cautions and dismissals): £8
- (ii) Intermediate matches (cautions and dismissals): £6
- (iii) Junior matches (cautions and dismissals): £4

#### Officials

- (iv) Senior, Intermediate and Junior matches (cautions): £25
- (v) Senior, Intermediate and Junior matches (dismissals): £100
- 9.2 Clubs will be charged periodically throughout the playing season for their accrued cautions and dismissals. Notification will be sent to clubs no later than 31 January and 31 May (men's season) and 31 October (women's season). Payment of caution and dismissal fines will be pursuant to *Article 8.2*.

9.3 No refunds of cautions and dismissal fines or part thereof shall be made except where a caution or dismissal has been proven to be wrongfully applied.

#### ARTICLE 10 WARNING

10.1 A warning is a reminder of the substance of a disciplinary rule allied with the threat of a sanction in the event of a further infringement.

#### ARTICLE 11 REPRIMAND

11.1 A reprimand is a pronouncement of disapproval by the Committee. Where the Committee determines to issue a reprimand, it shall be communicated to the person or entity who has breached the Code in writing or, at the option of the Committee, by email.

#### ARTICLE 12 RETURN OF AWARDS

12.1 When a person is required to return an award, the person shall return the benefits which that person has received as part of winning that award.

#### ARTICLE 13 CAUTIONS FOR PLAYERS AND OFFICIALS

- 13.1 A caution is a warning from the referee to a player or official during a match to sanction minor infringements (See *Law 12* of the Laws of the Game).
- 13.2 A player or official who receives 2 cautions during the same match will incur a dismissal and, consequently, an automatic suspension from the next match. The 2 cautions that incurred the dismissal will not be included in any total as outlined in Articles 13.3, 13.4, 13.5 or 13.6 of this Code.
- 13.3 Players League Competitions
- 13.3.1 A player who accumulates *5 cautions* in the same League Competition at any time during the same playing season will be suspended automatically with immediate effect from the same League Competition only, until such time as the player has missed his next *1 match* in the same League Competition, subject to *Articles 15.1* and *15.13*.
- 13.3.2 A player who accumulates *10 cautions* in the same League Competition at any time during the same playing season will be suspended

- automatically with immediate effect from the same League Competition only, until such time as the player has missed his next *2 matches* in the same League Competition, subject to *Articles 15.1* and *15.13*.
- 13.3.3 A player who accumulates *15 cautions* in the same League Competition at any time during the same playing season will be suspended automatically with immediate effect from the same League Competition only, until such time as the player has missed his next *3 matches* in the same League Competition, subject to *Articles 15.1* and *15.13*.
- 13.3.4 For every *further 5 cautions* a player accumulates in the same League Competition at any time during the same playing season, the player will be suspended automatically with immediate effect from the same League Competition only for an additional *1 match on a continuing escalating scale* in line with *Articles 13.3.1, 13.3.2 and 13.3.3* above i.e. 20 cautions incurs a 4 match automatic suspension, 25 cautions incurs a 5 match suspension etc., subject to *Articles 15.1* and *15.13*.
- 13.3.5 The terms of a player suspension resulting from the accumulation of cautions in the same League Competition will be as set out under the category of a *Standard Suspension* as detailed under *Article 15.9*.
- 13.4 Players Cup Competitions
- 13.4.1 A player who accumulates *2 cautions* in the same Cup Competition at any time during the same playing season will be suspended automatically with immediate effect from the same Cup Competition only, until such time as the player has missed his next *1 match* in the same Cup Competition, subject to *Articles 15.1* and *15.13*.
- 13.4.2 A player who accumulates *4 cautions* in the same Cup Competition at any time during the same playing season will be suspended automatically with immediate effect from the same Cup Competition only, until such time as the player has missed his next *1 match* in the same Cup Competition, subject to *Articles 15.1* and *15.13*.
- 13.4.3 A player who accumulates *6 cautions* in the same Cup Competition at any time during the same playing season will be suspended automatically with immediate effect from the same Cup Competition only, until such time as the player has missed his next *1 match* in the same Cup Competition, subject to *Articles 15.1* and *15.13*.
- 13.4.4 The same procedure will apply for every *further 2 cautions* accumulated by a player in the same Cup Competition at any time during the same playing season.
- 13.4.5 After the completion of the Quarter Final Round in all Cup Competitions, the caution count will be reset with all players

being regarded as having **zero** cautions attributed to them. For the avoidance of doubt, the following will still apply:

Any player who receives a suspension resulting from an accumulation of cautions in the Quarter Final match *will* be suspended for the Semi-Final of the same Cup Competition.

- 13.4.6 The terms of a player suspension resulting from the accumulation of cautions in the same Cup Competition will be as set out under the category of a *Standard Suspension* as detailed under *Article 15.9*.
- 13.5 Officials League Competitions
- 13.5.1 An official who accumulates *3 cautions* in the same League Competition at any time during the same playing season will be suspended automatically with immediate effect from the same League Competition only, until such time as the official has missed his next *1 match* in the same League Competition, subject to *Articles 15.1* and *15.13*
- 13.5.2 An official who accumulates *6 cautions* in the same League Competition at any time during the same playing season will be suspended automatically with immediate effect from the same League Competition only, until such time as the official has missed his next *2 matches* in the same League Competition, subject to *Articles 15.1* and *15.13*.
- 13.5.3 An official who accumulates *9 cautions* in the same League Competition at any time during the same playing season will be suspended automatically with immediate effect from the same League Competition only, until such time as the official has missed his next *3 matches* in the same League Competition, subject to *Articles 15.1* and *15.13*.
- 13.5.4 For every *further 3 cautions* an official accumulates in the same League Competition at any time during the same playing season, the official will be suspended automatically with immediate effect from the same League Competition only for an additional *1 match on a continuing escalating scale* in line with *Articles 13.5.1, 13.5.2 and 13.5.3* above i.e. 12 cautions incurs a 4 match automatic suspension, 15 cautions incurs a 5 match suspension etc., subject to *Articles 15.1* and *15.13*.
- 13.5.5 The terms of an official suspension resulting from the accumulation of cautions in the same League Competition will be as set out under the category of a *Touchline Suspension* as detailed under *Article 15.10*.
- 13.6 Officials Cup Competitions

- 13.6.1 An official who accumulates *2 caution*s in the same Cup Competition at any time during the same playing season will be suspended automatically with immediate effect from the same Cup Competition only, until such time as the player has missed his next *1 match* in the same Cup Competition, subject to *Articles 15.1* and *15.13*.
- 13.6.2 An official who accumulates *4 cautions* in the same Cup Competition at any time during the same playing season will be suspended automatically with immediate effect from the same Cup Competition only, until such time as the player has missed his next *1 match* in the same Cup Competition, subject to *Articles 15.1* and *15.13*.
- 13.6.3 An official who accumulates *6 cautions* in the same Cup Competition at any time during the same playing season will be suspended automatically with immediate effect from the same Cup Competition only, until such time as the player has missed his next *1 match* in the same Cup Competition, subject to *Articles 15.1* and *15.13*.
- 13.6.4 The same procedure will apply for every *further 2 cautions* accumulated by an official in the same Cup Competition at any time during the same playing season.
- 13.6.5 After the completion of the Quarter Final Round in all Cup Competitions, the caution count will be reset with all officials being regarded as having **zero** cautions attributed to them. For the avoidance of doubt, the following will still apply:
  - Any official who receives a suspension resulting from an accumulation of cautions in the Quarter Final match will be suspended for the Semi-Final of the same Cup Competition.
- 13.6.6 The terms of an official suspension resulting from the accumulation of cautions in the same Cup Competition will be as set out under the category of a *Touchline Suspension* as detailed under *Article 15.10*.
- 13.7 A player who is cautioned after the final whistle and before he leaves the field of play will be dealt with as a field offence. (See *Article 13.1* of this Code)
- 13.8 An official who is cautioned after the final whistle and before he leaves the technical area, and its immediate surrounds will be dealt with as a field offence. (See *Article 13.1* of this Code)
- 13.9 In respect of an official, if an offence has occurred and the offender cannot be identified, the senior coach who is present in the technical area at the time will receive the caution as the person responsible for the other team officials.

- 13.10 Cautions received during one season are cancelled at the conclusion of that season and are not carried over to the next season.
- 13.11 If an abandoned match is to be replayed, any caution issued during that match shall be annulled. If the match is not to be replayed, the cautions received during the match shall stand.
- 13.12 Cautions issued in a match that is subsequently forfeited shall not be annulled

### ARTICLE 14 DISMISSALS FOR PLAYERS AND OFFICIALS

- 14.1 A dismissal is the order given by the referee to someone to leave, at any time before, during or after the game, the field of play and its surroundings, including the technical area and the substitute's bench as outlined in *Law 5* of the Laws of the Game.
- Dismissal takes the form of a red card for players and officials. The red card is regarded as direct if it sanctions serious unsporting behaviour as defined by *Law 12* of the Laws of the Game. It is regarded as indirect if it is the result of an accumulation of two yellow cards.
- 14.3 An official who has been sent off may give instructions to the person replacing him on the substitutes' bench. The official shall, however, ensure that he does not disturb the spectators or disrupt the flow of play.
- A player or official who is dismissed from the field of play will be suspended automatically with immediate effect from the subsequent match. The Committee may extend the duration of the suspension. The automatic match suspension and any additional match suspension must be served, even if the sending-off is imposed in a match that is later abandoned, annulled, forfeited and/or replayed.
- 14.4.1 An official who has been sent off cannot communicate with or contact any person involved in the match in particular, players or technical staff by any means whatsoever.
- 14.4.2 A player or official who has been sent off is not entitled to attend the post-match press conference or any other media activity held in the stadium
- 14.5 Additional Player Sanctions All Competitions
- 14.5.1 A player who is dismissed from the field of play and its surroundings, including the technical area and the substitutes bench for any offence (other than for receiving a 2nd caution) having previously received a

- caution in the same match will have the caution upheld.
- 14.5.2 A player who is dismissed from the field of play and its surroundings, including the technical area and the substitutes bench for using offensive, insulting or abusive language and/or gestures will be suspended for an *additional 1 match*.
- 14.5.3 A player who is dismissed from the field of play and its surroundings, including the technical area and the substitutes bench for serious foul play or for violent conduct will be suspended for an *additional 2 matches*.
- 14.5.4 A player who is dismissed from the field of play and its surroundings, including the technical area and the substitutes bench for biting or spitting at an opponent or any other person other than a match official will be suspended for an *additional 6 matches*.
- 14.5.5 A player who is dismissed from the field of play and its surroundings, including the technical area and the substitutes bench for using threatening or intimidating behaviour towards a match official will be suspended for at least an additional 10 matches.
- 14.5.6 Threatening or intimidating behaviour in accordance with this category is defined as:
  - (i) Words or actions that cause the match official to believe that they are being threatened, intimidated or fearful of the use of violence. Examples include but are not limited to the use of words that imply (directly or indirectly) that the match official may be subjected to any form of physical abuse either immediately or later, whether realistic or not; the raising of hands to intimidate the match official; pretending to throw or kick an object at the match official.
  - (ii) Actions that are reasonably likely to threaten and/or intimidate the official will also include reckless actions which will include, but are not limited to, the throwing or kicking of objects or substances or spitting towards the match official but where no contact is made with the said official.
- 14.5.7 A player who is dismissed from the field of play and its surroundings, including the technical area and the substitutes bench for committing an assault on a match official (whether or not causing bodily harm) will be suspended for at least an additional 15 matches up to a maximum suspension of 2 years.

- 14.5.8 Assault (whether or not causing bodily harm) in accordance with this category is defined as:
  - (i) Conduct which causes a match official to apprehend immediate and unlawful personal violence whether or not that conduct causes bodily harm. Examples include but are not limited to pushing, barging, or pulling the match official (or their clothing or equipment), the throwing or kicking of objects or substances or spitting towards the match official where the said object or substance or spit makes contact with the match official.
- 14.5.9 A player who is dismissed from the field of play and its surroundings, including the technical area and the substitutes bench for committing an assault on a match official (causing serious bodily harm) will be subject to an additional Sine Die suspension from ALL FOOTBALL RELATED ACTIVITY with no review to be considered by the Committee under a period of 5 years.
- 14.5.10 Assault (causing serious bodily harm) in accordance with this category is defined as:
  - (i) An assault shall be regarded as causing serious bodily harm if the match official suffers any serious injury, including but not limited to limbs, bones or senses, cuts bruises or concussion.
- 14.5.11 A player who is dismissed from the field of play and its surroundings after the final whistle and before he leaves the field of play will be dealt with as a field offence. (See *Article 14.1* of this Code).
- 14.6 Additional Official Sanctions All Competitions
- 14.6.1 An official who is dismissed from the technical area and its immediate surrounds for any offence (other than for receiving a 2nd caution) having previously received a caution in the same match will have the caution upheld.
- 14.6.2 An official who is dismissed from the technical area and its immediate surrounds for use of offensive, insulting or abusive language and/ or gestures will be suspended for an *additional 1 match*.
- 14.6.3 An official who is dismissed from the technical area and its immediate surrounds for violent conduct will be suspended for an *additional 2 matches*.
- 14.6.4 An official who is dismissed from the technical area and its immediate surrounds for biting or spitting at an opposing player or any other person other than a match official will be suspended for an additional 6 matches

- 14.6.5 An official who is dismissed from the field of play and its surroundings, including the technical area and the substitutes bench for using threatening or intimidating behaviour towards a match official will be suspended for at least an additional 10 matches.
- 14.6.6 Threatening or intimidating behaviour in accordance with this category is defined as:
  - (i) Words or actions that cause the match official to believe that they are being threatened, intimidated or fearful of the use of violence. Examples include but are not limited to the use of words that imply (directly or indirectly) that the match official may be subjected to any form of physical abuse either immediately or later, whether realistic or not; the raising of hands to intimidate the match official; pretending to throw or kick an object at the match official.
  - (ii) Actions that are reasonably likely to threaten and/or intimidate the official will also include reckless actions which will include, but are not limited to, the throwing or kicking of objects or substances or spitting towards the match official but where no contact is made with the said official.
- 14.6.7 An official who is dismissed from the field of play and its surroundings, including the technical area and the substitutes bench for committing an assault on a match official (whether or not causing bodily harm) will be suspended for at least an additional 15 matches up to a maximum suspension of 2 years.
- 14.6.8 Assault (whether or not causing bodily harm) in accordance with this category is defined as:
  - (i) Conduct which causes a match official to apprehend immediate and unlawful personal violence whether or not that conduct causes bodily harm. Examples include but are not limited to pushing, barging, or pulling the match official (or their clothing or equipment), the throwing or kicking of objects or substances or spitting towards the match official where the said object or substance or spit makes contact with the match official.
- An official who is dismissed from the field of play and its surroundings, including the technical area and the substitutes bench for committing an assault on a match official (causing serious bodily harm) will be subject to an additional Sine Die suspension from ALL FOOTBALL RELATED ACTIVITY with no review to be considered by the Committee under a period of 5 years.

- 14.6.10 Assault (causing serious bodily harm) in accordance with this category is defined as:
  - (i) An assault shall be regarded as causing serious bodily harm if the match official suffers any serious injury, including but not limited to limbs, bones or senses, cuts bruises or concussion.
- 14.6.11 An official who is dismissed from the technical area and its immediate surrounds for delaying the restart of play by the opposing team (e.g. holding onto the ball, kicking the ball away, obstructing the movement of a player etc.) will be suspended for an *additional 1 match*.
- 14.6.12 An official who is dismissed from the technical area and its immediate surrounds for deliberately leaving the technical area to show *a*) dissent towards or remonstrate with a match official, *b*) act in a provocative or inflammatory manner or c) enter the opposing technical area in an aggressive or confrontational manner will be suspended for an *additional 1 match*.
- 14.6.13 An official who is dismissed from the technical area and its immediate surrounds for entering the field of play to *a*) confront a match official (including at half time and full time), *b*) interfere with play, an opposing player or match official will be suspended for an *additional 2 matches*.
- 14.6.14 An official who is dismissed from the technical area and its immediate surrounds for deliberately throwing/kicking an object onto the field of play will be suspended for an *additional 2 matches*.
- 14.6.15 An official who is dismissed from the technical area and its immediate surrounds for using unauthorised electronic or communication equipment and/or behaving in an inappropriate manner as the result of using electronic or communication equipment will be suspended for an *additional 1 match*.
- 14.6.16 An official who is dismissed after the final whistle and before he leaves the technical area and its immediate surrounds will be dealt with as a field offence. (See *Article 14.1* of this Code).

#### ARTICLE 15 SUSPENSION

15.1 All suspensions must be served with the team at which the player or official received the suspension and must be served consecutively with any other suspensions that may have been issued. Any automatic suspension pursuant to *Article 14* must be served prior to any other notified suspension.

- 15.1.1 On request, special dispensation may be given to a player or official if the club (of which his team forms a part) folds during the serving of his suspension or if the team he received his suspension with does not commence their competitive season until after the last day of August in any season.
- 15.1.2 Special dispensation may also be applied in the case of an official who has involvement in a coaching capacity in both a men's and women's club and who concludes the season with an outstanding suspension.
- 15.1.3 Special dispensation may also be given in exceptional circumstances which shall be at the sole discretion of the Committee.
- 15.1.4 Should the Committee consider any application for dispensation to be of a frivolous nature and/or abuse of process merely to release a player or official from suspension to enable them to participate in a match, they shall have power to deal with the player and official and or club as it deems appropriate.
- An automatic suspension resulting from an accumulation of cautions will apply *only* to league or cup matches in the *specific competition* in which the cautions were accumulated.
- 15.3 Suspensions resulting from dismissals will cover all domestic league and cup matches until such time as the team at which the player or official received the suspension has completed the required number of matches to enable the suspension to be served.
- 15.3.1 If a match is abandoned, cancelled or forfeited (except for a violation of *Article 15.3.2*), a suspension (or part thereof) is only considered to have been served if the team to which the suspended player belongs is not responsible for the circumstances that led to the abandonment, cancellation or forfeit of the match and this has been determined prior to the player or official's next match.
- 15.3.2 A match suspension is regarded as no longer pending if a match is retroactively forfeited because a player took part in a match despite being *ineligible*. This also applies to the match suspension imposed on the player who took part in the match despite being ineligible.
- 15.4 If a suspension is combined with a fine, the suspension may, at the discretion of the Committee, be prolonged until the fine has been paid in full.
- 15.5 Clubs are entirely and solely responsible for ensuring the eligibility of their players for any match in accordance with the applicable competition regulations. Clubs must keep themselves informed of

any outstanding suspensions at the commencement of the season, of any new suspensions applicable during the season and are wholly responsible for ensuring that suspensions are properly served.

Clubs must therefore maintain their own records. A club who fails to do so will not be able to argue in subsequent proceedings that it was unaware of the terms of a suspension.

- 15.6 Any period of suspension arising from the accumulation of cautions or additional suspensions in respect of a dismissal will commence from the date of communication from the Disciplinary Department/Comet System.
- Any period of suspension arising from the acceptance of a sanction offer made via an *Article 17* Notice of Complaint to a player, official, match official, club or league will commence on the Monday following the date of the Notice of Compliant letter (such date will be confirmed in said letter) sent to the player, official, match official, club or league concerned in writing, by email or via the Comet system. If a Notice of Complaint sanction offer is not accepted, a Notice of Complaint Challenge may be submitted as outlined in *Article 34.3*.
- 15.8 Suspensions imposed by the Committee following a Disciplinary Hearing will be imposed from the Monday after the date of the Disciplinary Hearing.

Suspensions imposed by the Committee in circumstances when no Disciplinary Hearing has taken place will be imposed from the Monday after the date on which the decision was made by the Committee.

Details of the suspension will be communicated in writing, by email or via the Comet system.

15.9 **STANDARD SUSPENSION** A standard suspension is a ban on taking part in a match with a player or official not permitted to enter the dressing room area, the player's tunnel, the technical area, the substitute's bench, the area immediately surrounding the field of play or the playing surface at any match played under the jurisdiction of the Association during the period stipulated in *Article 15.9.1*. The Committee will have the power to determine where those areas are.

The player or official under a standard suspension is prohibited from contact with players and coaching/ technical staff (including via radio or other electronic communication) during the period stipulated in *Article 15.9.1*.

- 15.9.1 The terms of the suspension (exclusion) detailed in *Article 15.9* above will apply from *75 minutes* prior to the scheduled time of kick-off of a match and until *15 minutes* following the referee having signalled the end of the match. For the avoidance of doubt, the suspension continues to apply during extra time and/or kicks from the penalty mark when required in any match.
- 15.9.2 The player or official under a standard suspension is prohibited from contact with match officials before, during and post-match.
  - The player or official under a standard suspension is prohibited from giving any media interviews before, during and post-match.
- 15.9.3 Where a stand exists within the ground and his security can be safeguarded, the suspended player or official is required to sit in the stand away from the field of play and technical area.
  - Due to the nature of some grounds, the player or official under suspension may be able to sit in a stand or stand behind the pitch perimeter barrier but remain sufficiently close enough to the field of play and/or technical area to allow them to continue coaching, issue instructions to the coaching/technical staff or communicate/ engage with match officials. This will be considered a breach of the suspension and will result in a charge under *Article 22* being brought against the player or official who is under suspension.
- 15.10 **TOUCHLINE SUSPENSION** During a touchline suspension, an official is not permitted to enter the technical area, the substitute's bench, the area immediately surrounding the field of play or the playing surface at any match under the jurisdiction of the Association during the period stipulated in *Article 15.10.3*. The Committee will have the power to determine where those areas are.
  - A touchline suspension may only be imposed on individuals deemed as officials by the Committee.
- 15.10.1 The official under a touchline suspension is permitted to attend the team dressing room area pre-match, at half-time and post-match.
- 15.10.2 For the duration of the match, the official under suspension is prohibited from coaching or issuing instructions and is not permitted to communicate with the coaching/ technical staff (including via radio or other electronic communication).
- 15.10.3 The terms of the suspension (exclusion) detailed in *Article 15.10* above will apply from *75 minutes* prior to the scheduled time of kick-off of a match and until *15 minutes* following the referee having signalled the end of the match.

15.10.4 The official under a touchline suspension is prohibited from contact with match officials before, during and post-match.

The official under a touchline suspension is prohibited from giving any media interviews before, during and post-match.

15.10.5 Where a stand exists within the ground and his security can be safeguarded, the suspended official is required to sit in the stand away from the field of play and technical area.

Due to the nature of some grounds, the official under suspension may be able to sit in a stand or stand behind the pitch perimeter barrier but remain sufficiently close enough to the field of play and/or technical area to allow them to continue coaching, issue instructions to the coaching/technical staff or communicate/engage with match officials. This will be considered a breach of the suspension as per *Article* 15.10.2 and will result in a charge under *Article* 22 being brought against the official who is under suspension.

- 15.11 On request, an official who is suspended for a cup final in which his club are involved following his 1st or 2nd sanction in the current playing season may be permitted to lead his club onto the pitch prior to the match and to return to the pitch for the post-match presentation.
- 15.12 A player who is not eligible to participate in a particular match due to the competition rules may not use that match to serve the suspension or part thereof.
- 15.13 Any period of suspension or part thereof which remains outstanding at the end of the playing season must be served at the commencement of the next playing season.
- 15.14 A player, official, match official, club or league serving a suspension (other than a suspension imposed as a result of an accumulation of cautions) is suspended from all affiliated football including NIBFA.
- 15.15 In the event of the Committee determining that a Match Official be suspended, the Match Official shall be suspended from refereeing or officiating at any domestic league or cup match for a period to be expressed in terms of weeks, months, or an indefinite period. All matters of alleged misconduct by Referees shall be referred to the Committee and shall not be dealt with by any Divisional Association.
- 15.16 No sanction prescribed in this Code shall prevent the Committee from determining that a person may be banned from taking part in any kind of affiliated football-related activity, as determined by the Committee, where it is deemed reasonable and proportionate to do so.

# ARTICLE 16 INTERIM SUSPENSION AND PARTIAL SUSPENSION INTERIM SUSPENSION

- The Committee shall have the power by way of unanimous vote, to issue an Interim Suspension against any person against whom an allegation of misconduct has been made and is being investigated or against someone who has been convicted of a criminal offence. The imposition of an interim suspension order shall be notified to any such person in writing, signed by the IFA Disciplinary Committee Chairman, Vice-Chairman or Disciplinary Department. Details of the suspension will be communicated in writing, by email or via the Comet system.
- 16.2 Following the imposition of a suspension, the person suspended shall have the right of appeal within 14 days of notification of the decision to the Committee at a hearing to be convened as soon as is reasonably practicable. The procedure for the disciplinary hearing shall be determined by the Chairman of the Committee.
- 16.3 The interim suspension shall automatically cease:
- 16.4 When the matter has been dealt with at a disciplinary hearing; or
- 16.5 When the allegation is withdrawn, and no further disciplinary action is taken; or
- 16.6 After 120 days from its issue, unless the Committee determines that it is in the interests of the Association that it should be extended for a further period or periods of not more than 120 days.

## Partial Suspension

- The Committee in imposing a match suspension, a ban on access to dressing rooms and/or the substitutes bench, a ban on taking part in any affiliated football-related activity, the obligation to play a match without spectators, the obligation to play a match on neutral ground, or a ban on playing in a certain stadium, may examine whether it is possible to suspend the implementation of the sanction partially.
- 16.7.1 The imposition of a partial suspension order shall be notified to any such person in writing, signed by the IFA Disciplinary Committee Chairman, Vice- Chairman or Disciplinary Department. Details of the suspension will be communicated in writing, by email or via Comet system.
- Partial suspension is permissible only if the duration of the sanction does not exceed six matches or six months and if the relevant circumstances allow it, in particular the previous record of the person sanctioned.

- 16.9 The Committee shall decide which part of the sanction may be suspended. In any case, half of the sanction is definite.
- 16.10 By suspending implementation of the sanction, the Committee, at their own discretion, subjects the person sanctioned to a probationary period of anything from *six months* to *two years*.
- 16.11 If the person benefiting from a suspended sanction commits another infringement of a similar nature and gravity during the probationary period, the suspension is automatically revoked, and the sanction applied; it is added to the sanction pronounced for the new infringement.
- 16.12 Special provisions may apply in certain circumstances. In the case of anti-doping rule violations, this article is not applicable.

#### ARTICLE 17 NOTICE OF COMPLAINT

- 17.1 The Committee may issue a Notice of Complaint to a player, official, match official, club, league or any other recognised football body or person under the jurisdiction of the Irish Football Association in respect of an alleged breach(es) of this Code. The Committee may also issue a Notice of Complaint to a player, official, match official, club, league or any other recognised football body or person under the jurisdiction of the Irish Football Association pursuant to *Article 17* of the Articles of Association or with any matter deemed to potentially be in breach of the spirit of this Code.
- 17.2 A Notice of Complaint may be accompanied by a sanction offer that would apply to the offence which is detailed in each Article. Any sanction offer will be determined by the Committee based on the facts and circumstances of the alleged breach(es) of this Code. Where the Committee is satisfied that the particular facts and circumstances of the alleged breach(es) of this Code necessitate a hearing, no sanction offer will be made in the Notice of Complaint letter.
- 17.3 A Notice of Complaint under this Article should be issued within 21 days (or in the case of Divisional Associations within 28 days) from the time the incident is reported to the Secretary of the Committee or as may be extended by the Committee in its absolute discretion. The Notice of Complaint will be accompanied by all relevant evidence, documents and written submissions (including where appropriate the match official's report) that are available to the Association at the time that the Notice of Complaint is issued.

In any event the player, official, match official, club and/ or league should be notified within *21 days* (or in the case of Divisional Associations within *28 days*) of the incident being reported to the Secretary of the Committee of the nature of any incident under investigation.

- 17.4 Where a Notice of Complaint is issued, the player, official, match official, club, league or any other recognised football body or person under the jurisdiction of the Irish Football Association may accept or deny the alleged breach(es) of this Code set out within the Notice of Complaint.
- 17.5 Where a player, official, match official, club, league or any other recognised football body or person under the jurisdiction of the Irish Football Association accepts the alleged breach(es) of this Code set out within the Notice of Complaint and a sanction has been offered, the relevant party may accept the sanction. In those circumstances a hearing will not be required.

Where the player, official, match official, club, league or any other recognised football body or person under the jurisdiction of the Irish Football Association rejects the sanction, they are required to make representations as to the sanction in writing or at an oral hearing at the discretion of the committee if it is deemed that written submissions would not suffice.

- 17.6 Where a player, official, match official, club, league or any other recognised football body or person under the jurisdiction of the Irish Football Association notifies the Committee that they deny the alleged breach(es) of this Code set out within Notice of Complaint, the relevant party is required to submit a Disciplinary Challenge as directed in Article 35 of this Code.
- 17.7 In any circumstances where a sanction has been proposed by the Committee within the Notice of Complaint and within the relevant period the player, official, match official, club, league or any other recognised football body or person under the jurisdiction of the Irish Football Association notifies the Committee that they do not accept the sanction offer, the Committee shall not be bound by the proposed sanction.

However, at the time the Notice of Complaint is issued, the Committee must have advised parties of all alleged breaches of this Code being brought against them, subject always to the discretionary powers of the Committee as outlined under *Article 1.13*.

- 17.8 At all times the Committee shall have the discretion to require the player, official, match official, club, league or any other recognised football body or person under the jurisdiction of the Irish Football Association who is the subject of a Notice of Complaint to attend a hearing.
- 17.9 In determining the appropriate sanction in any case, including at a hearing, the Committee will take into account the particular circumstances of the infringement, the conduct of the player, official, match official and/or club within the previous 3 seasons and any other matter which appears to the Committee to be relevant pursuant to the overriding objective.
- 17.10 For the purpose of determining the appropriate charge and sanction at the point of charge the facts contained in the Match Official's reports will be presumed to be accurate.
- 17.11 Infringements may no longer be prosecuted in accordance with the following periods:
  - (i) Two years for infringements committed during a match;
  - (ii) Ten years for anti-doping rule violations (as defined in the FIFA Anti-Doping Regulations), infringements relating to international transfers involving minors, and match manipulations;
  - (iii) Five years for all other offences.

# ARTICLE 18 MISCONDUCT BY PLAYERS, OFFICIALS OR MATCH OFFICIALS (OUTSIDE LAW 12 OF THE LAWS OF THE GAME)

- Any player or official who is dismissed will automatically incur a suspension from the subsequent match even if imposed in a match that is later abandoned, annulled, forfeited and/or replayed. Any automatic suspension will be in addition to suspensions imposed under *Article 18*.
- Where a player, official or match official is found to be guilty of any of the breaches specified in *Articles 18.3* to *18.9* (inclusive) it is recommended that such player, official or match official (a match official may only be sanctioned by the Committee) will be sanctioned in the terms set out in *Articles 18.3* to *18.9* (inclusive) and where a player, official or match official is found to be guilty of any of the charges specified in *Articles 18.3* to *18.9* (inclusive) such player, official or match official (a match official may only be sanctioned by the Committee) will be sanctioned in the terms set out in *Articles 18.3* to *18.9* (inclusive).

- A player who is reported for the 1st occasion for misconduct will be sanctioned with a *minimum 1 match standard suspension* and a £100 *fine* imposed on the player's club.
- 18.4 A player who is reported for the 2nd occasion in the playing season for misconduct will be sanctioned with a *minimum 2 match standard suspension* and a £100 fine imposed on the player's club.
- A player who is reported for a 3rd or subsequent occasion in the playing season for misconduct will be sanctioned with a *minimum 4 match standard suspension* and a £100 fine imposed on the player's club.
- 18.6 If part of the report relates to cautions or dismissals of players or officials, that part will be dealt with in accordance with *Articles 13 and 14* of the IFA Disciplinary Code.
- An official who is reported for the 1st occasion in the playing season for misconduct will be sanctioned with a *minimum 1 match standard suspension* and a £100 fine imposed on the official's club or in the case of a match official a *fine of £100* and may be suspended pursuant to *Article 15.15*.
- 18.8 An official who is reported for the 2nd occasion in the playing season for misconduct will be sanctioned with a *minimum 2 match standard suspension* and a £100 fine imposed on the official's club or in the case of a match official a *fine of £200* and they may be suspended pursuant to *Article 15.15*.
- An official who is reported for a 3rd or subsequent occasion in the playing season for misconduct will be sanctioned with a *minimum 4 match standard suspension* and a £100 fine imposed on the official's club or in the case of a match official a fine of £500 and they may be suspended pursuant to *Article 15.15*.
- 18.10 A player or official who is reported for unsporting conduct towards an opponent or any other person other than a match official will be sanctioned with a *minimum 1 match standard suspension* and a £100 *fine* imposed on their club.
- 18.11 A player or official who is reported for deliberately receiving a yellow or red card (in order to be suspended for an upcoming match and to ultimately have a clean record) will be sanctioned with a *minimum 1 match standard suspension* and a £100 fine imposed on their club.
- 18.12 A player or official who acts with obvious intent to cause a match official to make an incorrect decision or supporting his error of judgement and thereby causing him to make an incorrect decision

- will be sanctioned with a *minimum 2 match standard suspension* and a £100 fine imposed on their club.
- 18.13 A player or official who is reported for assault (elbowing, punching and kicking etc.) or battery of an opponent or any other person other than a match official will be sanctioned with a *minimum 3 match standard suspension* and a £100 fine imposed on their club.
- 18.14 A player or official who is reported for biting or spitting at an opponent or any other person other than a match official will be sanctioned with a *minimum 6 match standard suspension* and a £100 fine imposed on their club
- 18.15 A player or official who is reported for unsporting conduct towards a match official will be sanctioned with a *minimum 5 match standard suspension* and a £100 fine imposed on their club.
- A player or official who is reported for using threatening or intimidating behaviour towards a match official as defined in Articles 14.5.6 and/or 14.6.6 will be sanctioned with a minimum 10 match standard suspension and a £100 fine imposed on their club. Misconduct under Article 18.16 is also subject to the same sanction where the offence has been committed off the field of play, including via social media.
- 18.17 A player or official who is reported for *committing an assault* on a match official (whether or not causing bodily harm) as defined in *Articles 14.5.8 and/or 14.6.8* will be sanctioned with a *minimum 15 match standard suspension up to a maximum suspension of 2 years.* A £250 fine will be imposed on their club.
- 18.18 A player or official who is reported for committing an *assault* on a match official (causing serious bodily harm) as defined in Articles 14.5.10 and/or 14.6.10 will be sanctioned with a Sine Die suspension from ALL FOOTBALL RELATED ACTIVITY with no review to be considered by the Committee under a period of 5 years and a £500 fine imposed on their club.
- 18.19 The sanctions described in *Articles 18.13, 18.14* and *18.15* may also apply in cases of misconduct against officials of clubs, leagues, divisional associations or the IFA.
- 18.20 A match official who is reported for assaulting any person shall be sanctioned with a *minimum fine of £100* and may be suspended in accordance with *Article 15.15*.

18.21 A match official who is reported for misconduct or reported for unsporting conduct towards a player, official or any other person may be suspended by the Committee in accordance with this Code.

#### ARTICLE 19 MEDIA & SOCIAL MEDIA COMMENTS/ CONTENT

- 19.1 A reprimand, suspension or fine may be issued to players, officials, match officials, clubs, leagues or any other recognised football body or person under the jurisdiction of the Irish Football Association in the case of inappropriate comments or content in the media or social media.
- 19.1.1 Players, officials, match officials, clubs, leagues or any other recognised football body or person under the jurisdiction of the Irish Football Association are deemed responsible at all times for any postings on their social media account(s). The fact that a posting may have been made by a third party will not necessarily prevent disciplinary action from being taken.
- 19.1.2 In addition, re-tweeting/ re-posting/ re-sharing another person's posting may lead to disciplinary action if the original comment or content was improper.
- 19.2 A player, official, match official, club, league or any other recognised football body or person under the jurisdiction of the Irish Football Association must not make comments or post content in the media or social media which:
  - (i) Imply bias, incompetence, or question integrity and/or bring the game into disrepute or which are abusive, offensive and/or insulting and such comments are considered to be football related; or
  - (ii) Criticise the decision(s) and or performance(s) of any or all match officials in such a way as to imply bias, incompetence or question integrity on the part of such match official(s); or
  - (iii) Make remarks about such match official(s) which impinge on his/
- 19.2.1 A player, official or club must not make public comments relating to a match official who has been appointed to a match involving the player, official or club at any time prior to the relevant match.
  - Breaches of *Article 19.2* (including 19.2.1) will be sanctioned as stipulated below:

Applying to	Suspension (if applicable)	Fine (imposed on club)
NIFL Premiership teams, players, officials	Minimum 1 match standard suspension	Minimum £100
NIFL Championship teams, players, officials	Minimum 1 match standard suspension	Minimum £100
All other teams, players, officials	Minimum 1 match standard suspension	Minimum £100
Leagues, recognised football bodies or other persons under the jurisdiction of the Irish FA.	Minimum 1 match standard suspension	Minimum £100

- 19.3 If a match official makes comments or posts content in the media or social media in contravention of *Article 19.2* they will be sanctioned with a minimum fine of £100 *and* may be suspended pursuant to *Article 15.15*.
- 19.4 The Committee may issue a sanction in the case of repeat offences by players, officials or match officials.

#### ARTICLE 20 INCITING HATRED AND VIOLENCE

- 20.1 A player or official who publicly incites others to hatred or violence will be sanctioned with a *minimum 6-month* standard suspension and a minimum fine of £250 which will be imposed on their club.
- 20.2 In serious cases, in particular when the infringement is committed using the mass media (such as the press, radio or television) or if it takes place on a match day in or around a stadium, the minimum fine will be £1000 which will be imposed on their club. A *minimum 6-month* standard suspension will also be imposed.

#### ARTICLE 21 PROVOKING THE GENERAL PUBLIC

21.1 A player or official who provokes the general public during a match will be sanctioned with a *minimum 2 match standard suspension and a minimum fine of £250* which will be imposed on their club.

## ARTICLE 22 INELIGIBILITY THROUGH SUSPENSION

- 22.1 If any player participates in a match whilst being suspended or if any player breaches the terms of his suspension his club will be sanctioned with a minimum fine of £600 (imposed on Senior teams), £450 (imposed on Intermediate teams) and £350 (imposed on Junior teams). Additionally, the Club will forfeit the match by the score 3-0. If the goal difference at the end of the match is greater than three in favour of the club who is not to forfeit the match, the result on the pitch is upheld.
- 22.2 If any official who participates in a match whilst being suspended or if the official breaches the terms of his suspension his club will be sanctioned with a minimum fine of £600 (imposed on Senior teams), £450 (imposed on Intermediate teams) and £350 (imposed on Junior teams) and/ or a further period of suspension.
- 22.3 The timeframe for payment of a fine may be extended if a club can produce to the Committee evidence of severe financial hardship.

  A payment plan may be agreed with the Committee pursuant to 

  Article 8 2

#### ARTICLE 23 ABANDONMENT

23.1 If a club is found to have caused the abandonment of a match it will be sanctioned with a *minimum fine of £200*. The competition organiser will decide on the outcome of the match following the outcome of any disciplinary inquiry into the abandonment. Unless there are exceptional circumstances, if a match is abandoned by the referee because of racist and/or discriminatory conduct in line with the UEFA three-step procedure, the match shall be declared forfeited. Such abandonments shall be referred to the Committee and shall not be dealt with by the Divisional Associations

#### ARTICI F 24 BRAWI

- 24.1 A brawl is defined as three or more people who participate in serious Violent Conduct. Anyone who participates in a brawl will be sanctioned with a *minimum 6 match suspension* and a £100 fine imposed on their club.
- 24.2 Anyone who tried merely to prevent a fight, shield others or separate those involved in a brawl is not subject to punishment.

#### ARTICLE 25 UNIDENTIFIED AGGRESSORS

25.1 If, in the case of an act of violence or threat of violence (physical or verbal), it is not possible to identify the perpetrator(s), the Committee may sanction the club to which the aggressors are deemed to belong.

#### ARTICLE 26 TEAM MISCONDUCT

26.1 Disciplinary measures may be imposed on clubs where a team fails to conduct itself properly (for example, if individual disciplinary sanctions are imposed by the referee on *five or more* players during a match). Further sanctions may be imposed in the case of serious offences.

#### ARTICLE 27 DISCRIMINATION

- Anyone who offends the dignity of a person or group of persons through contemptuous, discriminatory or denigratory words or actions concerning race, colour, language, religion sectarianism, or origin shall be suspended for a minimum of 10 matches. Furthermore, a fine shall be imposed. Where the perpetrator is a player a minimum fine of £500 will be imposed on senior clubs, £250 imposed on intermediate clubs and £150 imposed on junior clubs. If the perpetrator is an official, the fine imposed shall be a minimum of £1000 on senior clubs, £450 on intermediate clubs and £250 on junior clubs. If the perpetrator(s) cannot be identified, the Committee may sanction the club to which they are deemed to belong.
- 27.2 Anyone who offends the dignity of a person or group of persons through contemptuous, discriminatory or denigratory words or actions concerning disability, gender or sexual orientation shall be suspended for a *minimum of 10 matches*. Furthermore, a fine shall be imposed. Where the perpetrator is a player a *minimum fine of £500 will be imposed on senior clubs, £250 imposed on intermediate clubs* and *£150 imposed on junior clubs*. If the perpetrator is an official, the fine imposed shall be a minimum of £1000 on senior clubs, £450 on intermediate clubs and £250 on junior clubs. If the perpetrator(s) cannot be identified, the Committee may sanction the club to which they are deemed to belong.
- 27.3 In determining whether the dignity of a person or group of persons has been offended, the Committee will be entitled to draw reasonable inferences, that is to say, there is no requirement to identify an individual who was offended at the time the comment was made or published. In

finding a matter to be proved, it will open to the Committee to conclude that by their very nature, the comments made offend the dignity of a person or group of persons. In the event that an individual is identified as a direct addressee of potential discriminatory behaviour, he or she may be invited by the committee to make an oral or written victim impact statement.

- 27.4 Where several persons (officials and/ or players) from the same Club or association simultaneously breach *Article 27.1 or Article 27.2* or there are other aggravating circumstances, the team concerned may be deducted three points for a first offence and six points for a second offence; a further offence may result in relegation to a lower division. In the case of matches in which no points are awarded, the team may be disqualified from the competition.
- 27.5 Where supporters of a team breach Article 27.1 or Article 27.2 at a match, a minimum fine of £1000 shall be imposed on senior clubs, £450 on intermediate clubs and £250 on junior clubs regardless of the question of culpable conduct or culpable oversight unless the club proves to the Committee that exceptional circumstances exist in which case the fine may be reduced. In determining the appropriate sanction, the Committee will be entitled to take into account actions taken by the club to prevent such behaviour occurring in addition to previous occurrences of such behaviour which have at any time come to the attention of the Committee. Nothing contained in this paragraph shall interfere with the Committee's power to impose any of the sanctions outlined in paragraph 1.9 of this Code.
- 27.6 The Committee will be guided by the terms of *Article 32* of this Code in determining whether supporters have acted in a manner in contravention of this Article.
- 27.7 The offences and fines referred to in these clauses are not exhaustive and the Committee is empowered to levy additional sanctions after taking into account the seriousness of the offences. Without prejudice to the generality of this, these additional sanctions could include an order to play a match behind closed doors, playing a match with a limited number of spectators, the forfeit of a match, a points deduction or disqualification from the competition.
- 27.8 Spectators who breach *Article 27.1 or Article 27.2* shall receive a stadium ban of a minimum of 2 years.
- 27.9 Unless there are exceptional circumstances, if a match is abandoned by the referee because of racist and/or discriminatory conduct in line with UEFA's three step procedure, the match shall be declared forfeited.

#### ARTICLE 28 COERCION OR UNDUE INFLUENCE

- A player or official who uses violence or threats to pressurise a match official into taking certain action or to hinder him in any other way from acting freely will be sanctioned with a *minimum 4 match standard suspension* and a *minimum fine of £150* which will be imposed on their club.
- A player or official who unduly seeks to influence or pressurise a match official to review match footage before submitting a Disciplinary Challenge pursuant to *Article 34*, will be sanctioned with a *minimum 4 match standard suspension* and a *minimum fine of £150* which will be imposed upon their Club.

#### ARTICLE 29 FORGERY AND FALSIFICATION

- 29.1 Anyone who, in football-related activities, forges a document, falsifies an authentic document or uses a forged or falsified document may be sanctioned with a fine as determined by the Committee.
- 29.2 If the perpetrator is a player, that player in addition to any other sanction imposed by the Committee, may be suspended for a *minimum of 6 matches*.
- 29.3 If the perpetrator is an official, a player's agent or an intermediary, that official, player's agent or intermediary may in addition to any other sanction imposed by the committee be subject to a ban on taking part in any football-related activity for a *minimum period of 12 months*.
- 29.4 If the perpetrator is an association or a club, that association or club may in addition to any other sanction imposed by the Committee, be subject to an expulsion from a competition or a fine.
- 29.5 A club may be held liable for an infringement as defined in *Article 29.1* committed by one of its officials and/or players. In such a case, an expulsion from a competition and/or a transfer ban may be pronounced in addition to a fine for the club concerned.

#### ARTICLE 30 CORRUPTION

30.1 Anyone who offers, promises or grants an unjustified advantage to a body of FIFA, a match official, a player or an official on behalf of himself or a third party in an attempt to incite it or him to violate the regulations of FIFA, will be sanctioned with a *minimum fine of £1,500*, a ban on

- taking part in any football related activity for a *maximum of 2 years* and a ban on entering any stadium for a *maximum of 2 years*.
- 30.2 Passive corruption (soliciting, being promised or accepting an unjustified advantage) will be sanctioned in the same manner.

#### ARTICLE 31 UNLAWFULLY INFLUENCING MATCH RESULTS

- 31.1 Anyone who conspires or attempts to influence the result of a match in a manner contrary to sporting ethics will be sanctioned with a *maximum suspension of 2 years* and a *fine of £1,500*. In serious cases a lifetime ban on taking part in any football related activity may be imposed.
- 31.2 In the case of a player or official unlawfully influencing the result of a match, the club or association to which the player or official belongs may be fined. Serious offence may be sanctioned with expulsion from a competition, relegation to a lower division, a points deduction and the return of awards

#### ARTICLE 32 LIABILITY FOR SPECTATOR CONDUCT

- 32.1 The home club is liable for any improper conduct among spectators, regardless of the question of culpable conduct or culpable oversight and depending on the circumstances, may be fined. Further sanctions outlined in *Article 1.9* of this code may be imposed in the case of serious disturbances.
- 32.2 The visiting club is liable for improper conduct among its own group of spectators, regardless of the question of culpable conduct or culpable oversight and depending on the circumstances, may be fined. Further sanctions outlined in *Article 1.9* of this Code may be imposed. Spectators occupying the away sector of a ground are regarded as the visiting club's supporters, unless proven by the club to the contrary.
- 32.3 Improper conduct includes, but is not limited to, violence towards persons or objects, letting off incendiary devices or causing explosions, throwing missiles, the use of laser pens, displaying insulting slogans in any form, uttering insulting word(s) or sound(s), using offensive gestures or invading the pitch.
- 32.4 The liability described in *Article 32.1* and *32.2* also includes matches played on neutral grounds, especially during the semi-final or final of a competition. Should a semi-final or final of a competition be played.

- at the stadium of one of the competing clubs, the club playing at their own stadium will be considered the home club.
- 32.5 The Committee may determine that repeated infringements of *Articles* 32.1 and 32.2 will attract further sanctions.

#### **ARTICLE 33 ANTI DOPING**

Doping is prohibited. Doping and anti-doping rule violations are defined in the FIFA Anti- Doping Regulations and sanctioned in accordance with the FIFA Anti-Doping Regulations and the FIFA Disciplinary Code.

#### ARTICLE 34 DISCIPLINARY CHALLENGES

- 34.1 Mistaken Identity Challenge (Cautionable or Sending-Off Offences)
- 34.1.1 In the case of a player or official who has been cautioned or dismissed from the field of play in a match but claim that they were the victim of mistaken identity in relation to the imposition of such sanction, a player, official, or their club may submit a Mistaken Identity Challenge in accordance with the procedure set out below in paragraphs *Articles* 34.1.2 and 34.1.3.
- 34.1.2 Where a player, official or their club wishes to make a Mistaken Identity Challenge, they must notify the Association that they intend to make such a Challenge. *Notification* must be provided to the Disciplinary Department via email to discipline@irishfa.com by *1pm of the next business day* after the date on which the error allegedly occurred.
- 34.1.3 The Mistaken Identity Challenge (which must be in the prescribed form  $DCC_2$ ) along with written submission(s) and supporting evidence must then be submitted via the Comet system by 1pm on the *second business day* after the date on which the error allegedly occurred, together with the relevant fee as set out in *Article 34.1.6*.
  - The time limits for notification of Mistaken Identity Challenge (*Article 34.1.2*), Mistaken Identity Challenge along with written submission(s) and supporting evidence (*Article 34.1.3*) and all other requirements are to be strictly applied. Only complete notifications/ written submissions and supporting evidence submitted before the relevant deadlines will be considered.
- 34.1.4 Where there are no or insufficient Business Days between two matches in the relevant competition(s) and it would not be possible for a

Mistaken Identity Challenge to be determined before the suspension is to be served, the following will apply:

- (i) Where there are no Business Days before the next match, notification must be provided to the Disciplinary Department via email to discipline@irishfa.com at the latest by 1pm on the day of the next match.
- (ii) Where there is just one Business Day before the next match, notification as set out in Article 34.1.2 must be complied with.

In respect of the circumstances detailed in *Articles 34.1.4 (i)* and *34.1.4 (ii)*, a player or team official will be permitted to play and/or participate in the next match only if notification as set out in *Articles 34.1.4 (ii)* or *34.1.4 (ii)* has been adhered to.

The procedure detailed in *Article 34.1.3* must then be complied with on the second Business Day after the date on which the error allegedly occurred.

- 34.1.5 The player, official, or their club, must submit with their claim, the written particulars and evidence upon which their claim is founded. This evidence must include:
  - (i) a signed statement from the player or official originally reported by the Referee that they were not responsible for the offence reported and identifying specifically the name of the person responsible; and
  - (ii) a written statement from the player or official who is responsible for the offence. Wherever possible, video footage of the incident should also be provided.

The Committee will determine the matter on written evidence and video footage if provided. Parties will not be present or represented in person. For the avoidance of doubt, none of the match officials nor the club or player are entitled to be present or represented in person.

In cases of Mistaken Identity pursuant to *Article 34.1*, whilst the burden of proof is on the Association, the Committee will be entitled to assume that the relevant match official's identification was correct and best placed to act as they did until such time as evidence is produced by the person or club challenging the decision to displace that assumption.

If the Committee is satisfied that the Mistaken Identity Challenge has been proven, the record of the offence will be transferred to the appropriate offender who will be subject to the applicable disciplinary consequences.

- 34.1.6 Where a player, official, or their club wish to submit a Mistaken Identity Challenge a deposit of £100 must be lodged with the IFA with the DCC<sub>2</sub> form by 1pm on the second business day after the date of the match on which the error allegedly occurred.
  - This sum will be returnable only where a Mistaken Identity Challenge is either successful or not heard. If a Mistaken Identity Challenge is accepted by the Committee and subsequently withdrawn, the deposit will not be returned.
- 34.1.7 The Committee reserves the right to retain the deposit where the club is found to have caused the mistaken identity.
- 34.1.8 The decision of the Committee is final and binding and there will be no right to an appeal in respect of a decision of the Committee to reject a Mistaken Identity Challenge.
- 34.1.9 Where a Mistaken Identity Challenge is rejected, the applicable disciplinary sanction is applied with immediate effect.
- 34.1.10 If the Committee's decision is to reject the Mistaken Identity Challenge, it will, in every case go on to consider whether the player's punishment should be increased.
- 34.1.11 Should the Committee consider any Mistaken Identity Notification/ Challenge to be of a frivolous nature and/or an abuse of process merely to release a player or official from suspension to enable them to participate in a match they shall have power to deal with the player and official and or club as it deems appropriate.
- 34.1.12 In addition, if a Mistaken Identity Challenge is unsuccessful, the player and his club may be held liable for all or part of the expenses of the procedure.
- 34.1.13 A record of the decision will be made and provided to the club of the relevant player or official as well as the match Referee.
- 34.2 Obvious Error Challenge (Sending-Off Offences)
- 34.2.1 In the circumstances that a player or a club consider that the player or official has been wrongfully dismissed from the field of play on the basis of an obvious error of judgment in the Referee's disciplinary decision, a player, official or club may submit an Obvious Error Challenge in accordance with the procedure set out below in *Articles* 34.2.2 and 34.2.3.

A player, official or their club may submit an Obvious Error Challenge for any sending-off offence under the provisions of *Law 12* of the Laws of the Game, save for where a player or official is sent off for:

- (i) Receiving a second caution in the same match.
- 34.2.2 Where a player, official or their club wishes to make an Obvious Error Challenge, they must notify the Association that they intend to make such a challenge. *Notification* must be provided to the Disciplinary Department via email to discipline@irishfa.com by *1pm of the next business day* after the date on which the error allegedly occurred.
- 34.2.3 The Obvious Error Challenge (which must be in the prescribed form *DCC*<sub>3</sub>) along with written submission(s) and supporting evidence must then be submitted via the Comet system by *1pm on the second business day* after the date on which the error allegedly occurred, together with the relevant fee as set out in *Article 34.2.6*.

The time limits for notification of Obvious Error Challenge (*Article 34.2.2*), Obvious Error Challenge along with written submission(s) and supporting evidence (*Article 34.2.3*) and all other requirements are to be strictly applied. Only complete notifications/ written submissions and supporting evidence submitted before the relevant deadlines will be considered.

- 34.2.4 Where there are no or insufficient Business Days between two matches in the relevant competition(s) and it would not be possible for an Obvious Error Challenge to be determined before the suspension is to be served, the following will apply:
  - (i) Where there are no Business Days before the next match, notification must be provided to the Disciplinary Manager via email to discipline@irishfa.com at the latest by 1pm on the day of the next match.
  - (ii) Where there is just one Business Day before the next match, notification as set out in *Article 34.2.2* must be complied with.

In respect of the circumstances detailed in 34.2.4 (i) and 34.2.4 (ii), a player or team official will be permitted to play and/or participate in the next match only if notification as set out in Articles 34.2.4(i) or 34.2.4 (ii) has been adhered to.

The procedure detailed in *Article 34.2.3* must then be complied with on the second Business Day after the date on which the error allegedly occurred and attention must be paid to *Article 34.2.8* below in respect of notifications/ claims which are believed to be frivolous or an abuse of process.

34.2.5 The club must make available to the Committee all evidence on which it seeks to rely that there has been an obvious error in the Referee's disciplinary decision. Other than in exceptional circumstances, video evidence must be made available to the Committee and should show the incident from all available angles.

The Committee will determine the matter on written evidence and video footage only, and parties will not be present or represented in person. For the avoidance of doubt, none of the match officials nor the club or player are entitled to be present or represented in person.

34.2.6 Where a player, official or club wish to submit an Obvious Error Challenge a deposit of £500 for Senior teams, £350 for Intermediate teams or £250 for Junior teams must be lodged with the IFA with the DCC<sub>3</sub> form by 1pm on the second business day after the date of the match on which the error allegedly occurred.

This sum shall be returnable only where the Obvious Error Challenge is either successful or not heard. If an Obvious Error Challenge is accepted by the Committee and subsequently withdrawn, the deposit will not be returned.

34.2.7 After considering the evidence, the Committee will decide whether the claim is rejected or successful. A claim will only be successful where the Committee is satisfied that the Referee made an obvious error in dismissing the player or official.

If the Committee's decision is to reject the Obvious Error Challenge, it will, in every case go on to consider whether or not the player's punishment should be increased.

- 34.2.8 Should the Committee consider any Obvious Error Notification/ Challenge to be of a frivolous nature and/or an abuse of process merely to release a player or official from suspension to enable them to participate in a match they shall have power to deal with the player and official and or club as it deems appropriate.
- 34.2.9 In addition, if an Obvious Error Challenge is unsuccessful, the player and his club may be held liable for all or part of the expenses of the procedure.
- 34.2.10 The decision of the Disciplinary Committee is final and binding and there shall be no right to an appeal in respect of a decision of the Committee to reject an Obvious Error Challenge.
- 34.2.11 Where an Obvious Error Challenge is rejected, the applicable disciplinary sanction is applied with immediate effect.

34.2.12 A record of the decision will be made and provided to the club of the relevant player or official as well as the match referee.

#### 34.3 Notice of Complaint Challenge

- 34.3.1 A player, official, match official or club may submit a Notice of Complaint Challenge on form *DCC*, in the case of any Notice of Complaint having been issued against him or it by the Committee pursuant to *Article 17* of this Code.
- 34.3.2 The Notice of Complaint Challenge must be made in the prescribed form *DCC*, and submitted via the Comet system by *1pm on the fourth day* after the date the Notice of Complaint has been issued by the IFA Disciplinary Department/ Comet System to the person or club concerned together with the relevant fee as set out in *Article 34.3.4*.
- 34.3.3 In the case where the deadline for submission of the Notice of Complaint Challenge expires on a Designated Holiday the time period specified above will be extended to the day immediately following the said Designated Holiday.
- 34.3.4 A deposit of £100 must be lodged with the IFA where the Notice of Complaint or sanction is challenged. This sum will be returnable only where the Notice of Complaint Challenge is either successful or not heard.
- 34.3.5 In lodging a Notice of Complaint Challenge, the player, official, match official or club must state fully in writing the grounds for the challenge and provide the Committee with copies of all evidence, documents and written submissions which the player, official and or club intends to rely on along with the reply to the Notice of Complaint within the timeframe required. Additional evidence may also be considered by the Committee provided that such evidence is submitted as soon as reasonably practicable.

### 34.4 Provisions in relation to all Disciplinary Challenges

- 34.4.1 On receipt of a Disciplinary Challenge and providing that the player, official or club have received written notification from the Committee that the Disciplinary Challenge is in order, any sanction (including for the avoidance of doubt any automatic suspension) offered or issued will be suspended pending the determination of the Disciplinary Challenge.
- 34.4.2 When a player, official or match official facing a suspension participates or officiates at a match without such written notification from the Committee, the Committee will issue the appropriate charge against the player, official or match official concerned for participating or officiating in a match whilst being ineligible.

- 34.4.3 Disciplinary Challenges must meet the requirements of this Article to be considered by the Committee. The time limits and other requirements are to be strictly applied, and only complete notifications/ claims submitted before the relevant deadline will be considered.
- 34.4.4 No Disciplinary Challenges will be heard against cautions or dismissals except in the case of a Mistaken Identity Challenge (cautions and dismissals) or an Obvious Error Challenge (direct red cards only).
- 34.4.5 If the Disciplinary Challenge is unsuccessful, the player, match official, official and or his club may be held liable in all, or in part of the expenses of the Disciplinary Challenge procedure.

Should the Committee consider any Notification/ Disciplinary Challenge to be of a frivolous nature and/or an abuse of process merely to release a player or official or match official from suspension to enable them to participate or officiate in a match it shall have the power to deal with the player, the match official, the official and/or club as it deems appropriate.

34.4.6 In the case that a sanction has been issued, a Disciplinary Challenge may be withdrawn by a player, official, match official or club prior to any hearing provided the suspension timeframe (detailed in *Article 15.7* of this Code) has not passed.

Should a player, official or a club wish to withdraw a Disciplinary Challenge they must notify the Disciplinary Department of such withdrawal in writing.

Upon receipt of such notification, the Disciplinary Challenge will be deemed to be abandoned and the sanction against which the player, official, match official or club had challenged will be imposed with immediate effect in the case of (i) Mistaken Identity or (ii) Obvious Error Challenges.

Where a (iii) Notice of Complaint Challenge is abandoned, the sanction offer will be imposed from the following Monday, subject to the overriding objective.

The player or official's club may be held liable in all or in part for the expenses of the Disciplinary Challenge procedure.

- 34.4.7 All Disciplinary Challenges must be submitted with the relevant disciplinary authority of the Divisional Associations which issued the sanction or charge in question.
- 34.4.8 The Committee reserves the right to deal with any issues that arise outside of the referee's attention.

#### ARTICLE 35 HEARINGS BEFORE DISCIPLINARY COMMITTEE

- 35.1 The Committee will have the power to conduct a hearing in the following circumstances:
  - (i) When a player, official, match official or club lodges a Notice of Complaint Challenge;
  - (ii) When the Committee otherwise deems appropriate to do so pursuant to the over-riding objective.
- 35.2 The Committee will have the power to direct the attendance of any player, official, match official or representatives of any club to attend at a hearing convened pursuant to this Article. The Committee shall notify any person directed to attend of the date, time and place of the hearing if their attendance is required. It will be the duty of the persons whose attendance is directed to inform the Committee immediately of any difficulty in attending a hearing. The Committee will be guided by the requirement to have the matters dealt with in accordance with the overriding objective.
- 35.2.1 In the event of a person or club whose attendance has been directed does not attend, the Committee will be entitled to draw any inference it deems appropriate by their failure to attend when reasonable notice has been provided and/ or to issue a Notice of Complaint against that person or club pursuant to *Article 36.11*.
- 35.3 Should a referee fail to attend a hearing without just or reasonable cause, the Committee has the discretion to report the individual to the referee's committee to take whatever action they feel appropriate in the circumstances.
- 35.4 The Committee shall have the power to direct that any person required to attend, produce documentation or items which in the opinion of the Committee would assist them in their determination of any issue at the hearing. In the case of a match official, it will be incumbent upon the match official to provide a full and comprehensive match report, in every case which requires a hearing, no later than seven days before the hearing.
- 35.4.1 The Committee will be entitled to draw any inference it deems appropriate by the failure of any person or club to produce any such documentation or item, or if the documentation or item is materially incomplete, when reasonable notice to produce the same has been provided, or when in the opinion of the Committee it would have been obvious to the relevant party that such material should have been produced to assist the Committee with its deliberations.

- Furthermore, the Committee may issue a Notice of Complaint against that person or club arising from a player, official, match official or club's failure to produce any documentation or item when reasonable notice to do so has been provided.
- 35.5 It shall be the duty of anybody or anyone facing any complaint to notify the Committee no less than *48 hours* before a hearing of the attendance of any person (including representatives) attending the hearing together with the details of any witness they may wish to call. A club is responsible for ensuring that its players or officials attend a hearing. Failure to notify the Committee will entitle the Committee to exclude any person from the hearing.
- 35.6 The Committee shall be entitled to deal with any hearing if a person or club, including those who are the subject of any Notice of Complaint fails to attend the hearing, if satisfied that it is pursuant to the overriding objective to do so.
- 35.7 In advance of the hearing, any person or club appearing before the Committee to answer any Notice of Complaint must be given copies of any documentation relevant to the facts of the Notice of Complaint which is already in the possession of the Committee and upon which the Committee may rely. Where documentation is received for the first time in the course of any hearing, the Committee will determine, following enquiry of any person or club answering a Notice of Complaint, whether in the interests of fairness time should be afforded to any party to consider such documentation.
- 35.8 If before a hearing it becomes apparent to the Committee that the case will involve specialist (including medical) evidence, or has elements which are unusual or difficult, the Committee may direct that such evidence be served in such a manner that the hearing of the case may be properly and fairly conducted.
- The Committee shall be entitled to rely upon audio or video footage, including but not limited to television evidence when considering any case before it. The Committee should, where practicable, identify to any person or club charged of the existence of such footage it intends to rely upon and where the material is not publicly available invite the person or club charged to attend the offices of this Association in advance of any hearing to be afforded an opportunity to inspect this material. The existence of such material having been identified, it will be incumbent upon the person or club charged to make arrangements through the Secretary to the Committee to inspect the material.

- 35.9.1 Where a person or club who is the subject of a charge intends to rely on such material, it will be the responsibility of that person or club to provide copies of the footage which the Committee is capable of viewing no later than *48 hours* in advance of the hearing.
- 35.10 The Committee shall be entitled to rely upon any evidence or material which it deems capable of being relevant to the issues before the Committee giving such weight as it deems fit to the evidence, dependent upon its source and its content. It will be for the Committee to determine what evidence it hears and considers.
- 35.11 Where it appears to the Committee that a player, official, match official or club has acted in a manner intended to frustrate the process of conducting an effective hearing, the Committee shall have the power to charge that person or club pursuant to *Article 36.12*.
- 35.12 If the circumstances so require, the Committee may arrange for a hearing to be conducted by video conference or any other similar method

## ARTICLE 36 PROCEDURES FOR THE CONDUCTING OF HEARINGS

## Principles

- 36.1 Hearings before the Committee are disciplinary proceedings; the Committee is not a court of law. The Committee shall endeavour, where possible, to abide by the provisions under this Article; however, it shall retain an overriding discretion to act in accordance with the overriding objective.
- 36.2 The burden of proof regarding disciplinary infringements rests on the Association. It is for the Association through the process set out in this Code to present evidence to the Committee and establish a case against a person or club subject to disciplinary proceedings. Where it appears to the Committee that the Association has failed to discharge that burden, the Committee shall be entitled to discontinue charge proceedings.
- 36.2.1 In the case of an anti-doping rule violation, it is incumbent upon the suspect to produce the proof necessary to reduce or cancel a sanction. For sanctions to be reduced, the suspect must also prove how the prohibited substance entered his body.
- The standard of proof in all disciplinary cases is on the balance of probabilities. For the avoidance of doubt, there is no sliding scale.

- During the course of any hearing, all submissions and questioning must be directed through the appointed Chairman of the Committee. During the course of any hearing, the Chairman of the Committee shall, in his discretion, direct the parties on how proceedings are to be conducted.
- 36.5 Where a hearing is convened, all members of the Committee must avoid a situation in which they or any Club that they represent or are associated with has, or may have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Committee or the overriding objective. In particular, no member of the Committee shall be entitled to vote on any matter directly related to or involving the Club that they so represent or are associated with.
- 36.5.1 Members of the Committee must declare any such conflict of interest to the Committee as soon as they become aware of it. It will be incumbent upon any person or club appearing at a hearing before the Committee to identify at the outset of proceedings whether they believe any such conflict of interest arises. If required, the Chairman of the Committee will determine whether a conflict of interest has arisen and take what steps are necessary to ensure that a fair hearing results pursuant to the overriding objective.
- Any person or club subject to a Notice of Complaint and appearing before the Committee who is of the opinion that they have not been given reasonable notice of the alleged breach(es) of the Disciplinary Code or the evidence to be relied upon during the course of any hearing will be entitled to invite the Committee to consider whether an adjournment should be granted. The Committee will determine whether any adjournment is required pursuant to the overriding objective.
- 36.7 Where notice has been given of a hearing to any person or club subject to a Notice of Complaint pursuant to *Article 17* the Committee will have the power to proceed to a hearing in the absence of the person or club charged if they fail to attend at the date and time notified without providing a reasonable excuse. Where the Committee find that the attendance of any person or club subject to the Notice of Complaint or required to attend is necessary to properly determine any issue before them, the Committee will have the power to suspend any such person or club until such time as they appear before the Committee, in which event every reasonable attempt will be made to agree with the person the date for a further hearing.
- 36.8 Any player, official, match official club or league subject to a Notice of Complaint will be entitled to be represented at a hearing by a nominee or representative providing notice of the attendance of such

- persons (including the name, contact details and profession of such a person) has been given to the Committee no later than *48 hours* before the hearing. In the event that such notice has not been given, it will be at the discretion of the Committee to refuse such a person entry to the hearing.
- 36.9 The player, official, match official and/or representatives of the club or league subject to a Notice of Complaint will be admitted to the hearing, together with the relevant match official(s) or other such person who submitted a report or evidence in relation to the charge(s) before the Committee, including evidence relied upon by the person or club charged. It will be at the discretion of the Committee to refuse any such person entry to the hearing where there has been inadequate notice as directed in this Code.
- 36.10 The Committee will have the power to require the attendance at the hearing of any witness who is capable of giving relevant evidence on the issues before the Committee. In any case where a witness required by the Committee to attend the hearing refuses or fails to attend, the Committee will be entitled to take account of any written evidence available from that witness and determine what weight can be attributed to that evidence in the absence of their attendance.
- 36.11 Persons or clubs subject to a Notice of Complaint will be entitled at a hearing to call relevant evidence from any person. Clubs must give notice in writing or by email to the Committee of the name and contact details of any such witness together with details of the nature of any such evidence, including a written account of that person's evidence no later than 48 hours before any hearing. The Committee shall determine whether such evidence is relevant for the purpose of any hearing and direct whether such evidence may be relied on pursuant to the overriding objective.

## Contempt of the IFA Disciplinary Code

- 36.12 Where it appears to the Committee that, during any disciplinary procedure, hearing, or in the aftermath of any such procedure or hearing, any party has sought to deliberately mislead the Committee or endeavoured by any means to frustrate the due process of proceedings pursuant to this Code, the Committee shall be entitled to charge any such persons with being in Contempt of the IFA Disciplinary Code.
- 36.12.1 In such circumstances, the Committee will determine whether to deal with such matters summarily as they arise or whether to adjourn pursuant to the overriding objective. The Committee shall have the

power to sanction any party found to have been in breach of these provisions by way of suspension or fine.

## Proceedings at Hearings

- 36.13 At the commencement of a hearing, the Chairman shall confirm the identities of the persons admitted to the hearing and introduce the Committee members.
- 36.14 Before hearing evidence, the Committee shall satisfy itself that the player, official and/or club is aware of the reasons for their presence at the hearing and the nature of the allegations made against them.
- 36.15 The Committee (only) will have the power to appoint a Case Presenter to assist the Committee at a hearing when it is deemed appropriate to do so. Such a person must be legally qualified and will be appointed by the Chairman of the Committee. The case presenter will have the role of outlining the case, presenting the evidence defined at paragraph 36.17 to the Committee and, at the discretion of the Chairman of the Committee, challenging, the evidence as defined at paragraph 36.18. The Case Presenter will be excluded from any aspect of a hearing which does not involve the presentation of evidence, submissions on the facts or the Committee's determination.

In cases where a Case Presenter is appointed, supplementary questions from the Committee will only be asked by the Chairman of the Committee. As a person appointed by the Committee, the Case Presenter will be treated by all parties involved in the hearing with the same degree of respect to be afforded any member of the Committee.

The Chairman may disengage or direct the Case Presenter as appropriate pursuant to the overriding objective. Any person subject to a Notice of Complaint in relation to a case where a Case Presenter is to be used will be notified of this no later than seven days before the Hearing.

## Sanction Only Hearings

36.16 Where in advance of a hearing, the person or club subject to a Notice of Complaint has indicated that they accept the breaches of the Disciplinary Code alleged but wish to make representations in respect of the appropriate sanction, the person or club charged or the representative (but not both) may, at the discretion of the Committee be invited to attend a hearing to make relevant representations to the Committee; the Committee shall be guided by *Article 36.22* in terms of the receipt of such representations.

Where the person or club charged wishes to call evidence in these circumstances, the Committee will be guided by the principles set out at

- Articles 36.17 36.22. All deliberations and decisions of the Committee shall be guided by Articles 36.23 36.29 of this Code.
- 36.16.1 The Committee has the right to hold a hearing in any circumstance that it feels necessary, regardless of whether the person or club subject to a Notice of Complaint wishes to make representations in terms of sanction. Parties are encouraged to attend in order that the matter may be dealt with in accordance with the principles overriding objective set out in *Article 1.6*.

### Charge & Sanction Hearings

- 36.17 The Committee will first hear and/or consider the evidence available to the Committee including (but not limited to) the evidence upon which a Notice of Complaint has been issued. The player, official, match official, club or league subject to a Notice of Complaint or their representative (but not both) shall be given the opportunity through the Chairman to challenge any such evidence. The Chairman of the Committee shall have discretion to restrict questioning pursuant to the overriding objective.
- 36.18 The Committee will then hear and/or consider any relevant evidence called on behalf of the player, official, match official club or league subject to a Notice of Complaint. The Committee and/or any person appointed by the Committee for the purpose of presenting a Notice of Complaint to the Committee will be entitled, through the Chairman of the Committee to challenge any such evidence.
- 36.19 The Committee may draw such inferences as it considers appropriate from the failure of any person concerned with any Notice of Complaint to give evidence in accordance with this Code or to answer a question put to them during the course of a hearing. Nothing in this article should be regarded as conflicting with the presumption of innocence in favour of the person or club subject to a Notice of Complaint and the burden of proof upon the Association to prove a charge is made out.
- 36.20 The Committee will be entitled to consider any relevant disciplinary record of any person or Club as part of the evidence in the case. However, the Committee must not come to any finding of fact which is founded singularly or significantly on any previous adverse disciplinary finding. Previous disciplinary findings must not be used to bolster the evidence against a person or club charged when the other evidence is weak or tenuous.
- 36.21 The Committee will be entitled to receive and consider all relevant evidence including (but not limited to) oral evidence, written

statements, television and radio evidence, extracts from social media and other internet-based material. Where a witness purports to give relevant evidence, that person should attend to give live oral evidence. Any statement or letter submitted in the name of any person will be deemed to be from the purported author of such material unless proven to the contrary and can be used against that person by the Committee for any other relevant purpose including separate disciplinary proceedings. Where evidence is not first-hand, such evidence will be given such weight as the Committee deems fit.

At the discretion of the Chairman, following the conclusion of the evidence at a hearing, the player, official, match official, club or league and/or their representative(s) (but not both) will be given the opportunity to supplement any written submission to the Committee and make limited representations on the evidence before the Committee and in respect of the sanction which would be imposed were the alleged breach(es) set out within the Notice of Complaint to be proven. The Chairman of the Committee shall have a discretion to restrict any representations including placing a time limit upon them.

#### **Deliberations**

- 36.23 Having heard the evidence and any submissions, the Chairman will invite all persons other than the members of the Committee to retire whilst the Committee considers its decision in private.
- 36.24 When coming to their determination, the Committee will do so only on the evidence which has been called, referred to or presented before the Committee at hearing. At the Chairman's discretion, following retirement the Committee may recall the parties to deal with any issue concerning their deliberations.
- 36.25 The Committee will come to its determination in respect of a Notice of Complaint and any sanction based on a straightforward majority. Where required, the Chairman will have a casting vote.

#### **Decisions**

36.26 Following their deliberations, the person or club subject to a Notice of Complaint and/or their representatives shall be invited to return before the Committee for the delivery of the Committee's determination. The Committee pass their decisions entirely independently; in particular, they shall not receive instructions from any other body. The person or club subject to a Notice of Complaint will be informed of the Committee's determination, that is to say:

- (i) What alleged breach(es), if any, have been proven.
- (ii) What alleged breach(es), if any, have not been proven.
- (iii) If proven, what core findings of fact the Committee have reached in coming to their determination on the alleged breach(es) set out within the Notice of Complaint.
- (iv) What sanction has been imposed in respect of any alleged breach(es) proven.
- (v) What factors have been taken into account in determining any sanction imposed.
- 36.27 Any person or club against whom, following a hearing, an alleged breach has been proven, will be notified by the Committee that confirmation of the decision will be given in writing by email to the email address previously provided during the Notice of Complaint procedure.
  - They will be reminded of their right of appeal pursuant to *Article 14 of the Articles of Association* both at the conclusion of the hearing and subsequently in writing.
- 36.28 If an appeal has not been lodged by the specified deadline, doping decisions passed by the Committee shall be notified to the World Anti-Doping Agency (WADA). Doping decisions passed by the Appeals Board shall be notified simultaneously to the parties and the World Anti-Doping Agency (WADA). FIFA will announce anti-doping rule violations within 30 days.
- 36.29 The deliberations of the Committee are private and will not be divulged to any person who was not present during the course of the Committee's retirement. The deliberations of the Committee, including the opinions or votes of any of its members will not be disclosed. Nothing in this Article will prevent the Committee from making representations to the Appeals Board if called upon following the submission of an Appeal by any person or club found to have breached this Code setting out the factual findings of the Committee in respect of any case.
- 36.30 Where it is not proven to the satisfaction of the Committee that a person or club has breached this Code, the hearing will be declared closed and the deposit paid by them shall be returned as soon as is reasonably practicable.
- 36.31 The members of the Committee will not be held liable for any deeds or omissions relating to any disciplinary procedure.

#### ARTICLE 37 FAILURE TO RESPECT DECISIONS

- 37.1 Anyone who fails to pay another person (such as a player, a coach or a club) or FIFA a sum of money in full or part, even though instructed to do so by a body, a committee or an instance of FIFA or a subsequent CAS appeal decision (financial decision), or anyone who fails to comply with another decision (non-financial decision) passed by a body, a committee or an instance of FIFA, or by CAS (subsequent appeal decision):
  - (i) will be fined for failing to comply with a decision;
  - (ii) will be granted a final deadline by the judicial bodies of FIFA in which to pay the amount due or to comply with the (nonfinancial) decision;
  - (iii) (only for clubs): will be warned and notified that, in the case of default or failure to comply with a decision within the period stipulated, points will be deducted or relegation to a lower division ordered. A transfer ban may also be pronounced;
  - (iv) (only for associations): will be warned and notified that, in the case of default or failure to comply with a decision within the period stipulated, further disciplinary measures will be imposed. An expulsion from a FIFA competition may also be pronounced.
- 37.2 If a club disregards the final time limit, the relevant association shall be requested to implement the sanctions threatened.
- 37.3 If points are deducted, they shall be proportionate to the amount owed.
- A ban on any football-related activity may also be imposed against natural persons.
- 37.5 Any appeal against a decision passed in accordance with this article shall be lodged with CAS directly.
- 37.6 Any financial or non-financial decision that has been pronounced against a club by a court of arbitration within the relevant association or National Dispute Resolution Chamber (NDRC), both duly recognised by FIFA, shall be enforced by the association of the deciding body that has pronounced the decision in accordance with the principles established in this article and in compliance with the applicable disciplinary regulations.
- 37.7 Any financial or non-financial decision against a natural person by a court of arbitration within the relevant association or NDRC, both duly recognised by FIFA, shall be enforced by the association of the deciding

body that has pronounced the decision or by the natural person's new association if the natural person has in the meantime registered (or otherwise signed a contract in the case of a coach) with a club affiliated to another association, in accordance with the principles established in this article and in compliance with the applicable disciplinary regulations.

## ARTICLE 38 MISCONDUCT WHICH HAS COME TO THE ATTENTION OF THE COMMITTEE OTHER THAN BY MEANS OF A MATCH OFFICIAL'S REPORT

- 38.1 A club submitting a complaint of misconduct about any player, official, match official or club must submit their complaint in writing dispatched by email to discipline@irishfa.com within 14 days from the alleged misconduct coming to their attention. The IFA will send a copy of the complaint to the club or person who is the subject of the complaint.
- 38.2 A deposit of £100 must be lodged with the IFA with each complaint pursuant to *Article 38.1*, which shall be returnable only where it is determined that there is a case to answer. The investigation of a complaint shall not commence until the IFA has received the deposit.
- 38.3 In lodging a complaint, the club must state fully in writing outlining their complaint and include copies of all evidence, documents and written submissions which the club intends to rely on to substantiate their complaint within the specified timeframe.
- 38.4 A League, Divisional Association, Committee, Committee member, match official or department within the IFA submitting a complaint of misconduct must submit their complaint in writing dispatched by email to discipline@irishfa.com within *14 days* from the alleged misconduct coming to their attention. The IFA will send a copy of the complaint to the club or person who is the subject of the complaint.
- 38.5 A League, Divisional Association, Committee, Committee member, match official or department within the IFA will not be required to adhere to the procedure detailed in *Article 38.2* of this Code.
- 38.6 In lodging a complaint, a League, Divisional Association, Committee, Committee member, match official or department within the IFA must state fully in writing outlining their complaint and include copies of all evidence, documents and written submissions which the relevant party intends to rely on to substantiate their complaint within the specified timeframe.

- 38.7 The Committee reserves the right to deal with cases of serious misconduct that arise outside of the referee's attention.
- 38.8 All complaints of misconduct from a club will require full co-operation from the claimant

#### ARTICLE 39 MISCELLANEOUS OFFENCES

39.1 Where a match official's report indicates that an offence has occurred which is not specified in this Code the Committee reserves the right to impose sanctions within the FIFA Disciplinary Code.

#### ARTICLE 40 APPEALS COMMITTEE

40.1 Appeals against decisions of the Committee must be lodged as directed in *Article 14* of the IFA's Articles of Association.

## ARTICLE 41 DIVISIONAL ASSOCIATIONS' AND NORTHERN IRELAND BOYS' FA DISCIPLINARY CODES

- 41.1 The procedures described within the code may be adapted to suit each Divisional Association or the Northern Ireland Boys Football Association noting that some powers can be administered by the Committee only. However, the fines & sanctions detailed in this code must be adopted for the purpose of harmonising disciplinary sanctions.
- 41.2 Divisional Associations shall be entitled to choose their means of communication when notifying suspensions or charges.
- 41.3 The Northern Ireland Boys FA shall carry out all of its football administration, including notifications of suspensions or charges, via the Comet system.

## FIFA Disciplinary Code

The IFA Disciplinary Code provisions are adapted to the general principles of FIFA Disciplinary Code.

## IRISH FOOTBALL ASSOCIATION LIMITED



FIXTURE CALENDAR 2023-24

# FIXTURE GALENDAR 2023-24

Day	Date	Category	Fixture	
JUNE 2	JUNE 2023			
Wed	07.06.2023	NIFL Women's League Cup	Quarter Finals	
Mon	12.06.2023	Women's Cup - County Antrim & District FA	Semi-Finals	
Mon	12.06.2023	Men's - International Teams	FIFA International Date	
Tues	13.06.2023	Men's - International Teams	FIFA International Date	
Wed	14.06.2023	Men's - International Teams	FIFA International Date	
Wed	14.06.2023	NIFL Women's League Cup	Semi Finals	
Thurs	15.06.2023	Men's - International Teams	FIFA International Date	
Fri	16.06.2023	IFA Women's Challenge Cup	Round 1	
Fri	16.06.2023	UEFA Euro Qualifiers	Denmark V Northenr Ireland	
Sat	17.06.2023	Men's - International Teams	FIFA International Date	
Sun	18.06.2023	Men's - International Teams	FIFA International Date	
Mon	19.06.2023	UEFA Euro Qualifiers	Northern Ireland V Kazakhstan	
Tues	20.06.2023	Men's - International Teams	FIFA International Date	
Tues	27.06.2023	UCL	2023/24 Champions League Preliminary Round - Semi Finals	
Wed	28.06.2023	NIFL Women's League Cup	FINAL (provisional)	

Fri	30.06.2023	UCL	2023/24 Champions League Preliminary Round - Final
JULY 2	2023		
Mon	10.07.2023	Women's - International Teams	FIFA International Date
Tues	11.07.2023	Women's - International Teams	FIFA International Date
Tues	11.07.2023	UCL	2023/24 Champions League 1st Qualifying Round (1st Leg)
Wed	12.07.2023	Women's - International Teams	FIFA International Date
Wed	12.07.2023	UCL	2023/24 Champions League 1st Qualifying Round (1st Leg)
Thur	13.07.2023	Women's - International Teams	FIFA International Date
Thur	13.07.2023	UECL	2023/24 Europa Conference League 1st Qualifying Round (1st Leg)
Thur	13.07.2023	Women's - International Teams	FIFA International Date
Fri	14.07.2023	Women's - International Teams	FIFA International Date
Sat	15.07.2023	Women's - International Teams	FIFA International Date
Sun	16.07.2023	Women's - International Teams	FIFA International Date
Mon	17.07.2023	Women's - International Teams	FIFA International Date
Tues	18.07.2023	Women's - International Teams	FIFA International Date

Tues	18.07.2023	UCL	2023/24 Champions League 1st Qualifying Round (2nd Leg)		
Wed	19.07.2023	UCL	2023/24 Champions League 1st Qualifying Round (2nd Leg)		
Thur	20.07.2023	UECL	2023/24 Europa Conference League 1st Qualifying Round (2ndLeg)		
Tues	25.07.2023	UCL	2023/24 Champions League 2nd Qualifying Round (1st Leg)		
Wed	26.07.2023	UCL	2023/24 Champions League 2nd Qualifying Round (1st Leg)		
Thurs	27.07.2023	UECL	2023/24 Europa Conference League 2nd Qualfying Round (1st Leg)		
Fri	28.07.2023	IFA Women's Challenge Cup	Round 2 (seeded clubs (NIFL Clubs) - entry stage)		
Fri	28.07.2023	Ladies Mid-Ulster Cup - Mid Ulster FA	Round 1		
Sat	29.07.2023	NIFL Charity Shield	Provisional		
Mon	31.07.2023	Women's Cup - County Antrim & District FA	Final		
Mon	31.07.2023	NIFL Women's Premiership	MD 8		
AUGUS	AUGUST 2023				
Tues	01.08.2023	UCL	2023/24 Champions League 2nd Qualifying Round (2nd leg)		
Wed	02.08.2023	UCL	2023/24 Champions League 2nd Qualifying Round (2nd leg)		

Thur	03.08.2023	UECL	2023/24 Europa Conference League 2nd Qualfying Round (2nd Leg)
Sat	05.08.2023	NIFL Premiership	MD 1
Sat	05.08.2023	NIFL Championship	MD 1
Sat	05.08.2023	Eventsec North West Senior Cup	Round 1 (Intermediate teams only)
Sat	05.08.2023	Steel & Sons Cup - County Antrim & District FA	Round 1
Sat	05.08.2023	Gerald Kennedy Cup - Mid Ulster FA	Round 1
Tues	08.08.2023	Gerald Kennedy Cup - Mid Ulster FA	Quarter - Finals
Tues	08.08.2023	UCL	2023/24 Champions League 3rd Qualifying Round (1st leg)
Wed	09.08.2023	UCL	2023/24 Champions League 3rd Qualifying Round (1st leg)
Thur	10.08.2023	NIFL Women's Premiership	MD 9
Thur	10.08.2023	UEL	2023/24 Europa League 3rd Qualifying Round (1st Leg)
Thur	10.08.2023	UECL	2023/24 Europa Conference League 3rd Qualfying Round (1st Leg)
Sat	12.08.2023	Irish Cup	Round 1
Sat	12.08.2023	NIFL Premiership	MD 2
Sat	12.08.2023	NIFL Championship	MD 2
Sat	12.08.2023	Gerald Kennedy Cup - Mid Ulster FA	Semi - Finals
Tues	15.08.2023	UCL	2023/24 Champions League 3rd Qualifying Round (2nd leg)

Tues	16.08.2023	NIFL Premiership	MD 3
Wed	16.08.2023	NIFL Women's Premiership	MD 10*
Thur	17.08.2023	UEL	2023/24 Europa League 3rd Qualifying Round (2nd Leg)
Thur	17.08.2023	UECL	2023/24 Europa Conference League 3rd Qualfying Round (2nd Leg)
Fri	18.08.2023	IFA Women's Challenge Cup	Quarter-Finals
Fri	18.08.2023	Ladies Mid-Ulster Cup - Mid Ulster FA	Quarter - Finals
Sat	19.08.2023	NIFL Premiership	MD 4
Sat	19.08.2023	NIFL Championship	MD 3
Sat	19.08.2023	Steel & Sons Cup - Country Antrim & District FA	Round 2
Sat	19.08.2023	Bob Radcliffe Cup - Mid Ulster FA	Prelim round
Tues	22.08.2023	UCL	2023/24 Champions League Play Offs (1st Leg)
Wed	23.08.2023	UCL	2023/24 Champions League Play Offs (1st Leg)
Wed	23.08.2023	Kennedy Cup Final	Final
Thur	24.08.2023	UEL	2023/24 Europa League Play Offs (1st Leg)
Thur	24.08.2023	UECL	2023/24 Europa Conference League Play Offs (1st Leg)
Fri	25.08.2023	Gerald Kennedy Cup - Mid Ulster FA	Final
Sat	26.08.2023	NIFL Premiership	MD 5
Sat	26.08.2023	NIFL Championship	MD 4
Tues	29.08.2023	UCL	2023/24 Champions League Play Offs (2nd Leg)

Tues	29.08.2023	NIFL League Cup	Preliminary Round
Wed	30.08.2023	UCL	2023/24 Champions League Play Offs (2nd Leg)
Thur	31.08.2023	UEL	2023/24 Europa League Play Offs (2nd Leg)
Thur	31.08.2023	UECL	2023/24 Europa Conference League Play Offs (2nd Leg)
SEPTE	MBER 2023		
Sat	02.09.2023	NIFL Premiership	MD 6
Sat	02.09.2023	NIFL Championship	MD 5
Mon	04.09.2023	Men's - International Teams	Men's - International Teams
Tues	05.09.2023	Men's - International Teams	Men's - International Teams
Tues	05.09.2023	Senior Shield - County Antrim & District FA	Round 1
Tues	05.09.2023	Eventsec North West Senior Cup	Quarter-Finals
Tues	05.09.2023	Mid - Ulster Cup - Mid Ulster FA	Round 1
Wed	06.09.2023	Men's - International Teams	Men's - International Teams
Thur	07.09.2023	UEFA Euro Qualifers	Slovenia v Northern Ireland
Fri	08.09.2023	Men's - International Teams	Men's - International Teams
Fri	08.09.2023	Ladies Mid-Ulster Cup - Mid Ulster FA	Semi - Finals
Sat	09.09.2023	IFA Junior Challenge Cup	Round 1
Sat	09.09.2023	Men's - International Teams	Men's - International Teams
Sat	09.09.2023	NIFL Premiership	MD 7

Sat	09.09.2023	NIFL Championship	MD 6
Sat	09.09.2023	Steel & Sons Cup - County Antrim & District FA	Round 3
Sat	09.09.2023	BetMcLean NW Craig Memorial Intermediate Cup	Round 1
Sat	09.09.2023	Bob Radcliffe Cup - Mid Ulster FA	Round 1
Sun	10.09.2023	UEFA Euro Qualifiers	Kazakhstan V Northern Ireland
Mon	11.09.2023	Men's - International Teams	Men's - International Teams
Tues	12.09.2023	U21 UEFA Euro Qualifier	Ukraine U21 v Northern Ireland U21
Tues	12.09.2023	Men's - International Teams	Men's - International Teams
Wed	13.09.2023	NIFL Women's Premiership	MD 12
Fri	15.09.2023	IFA Women's Challenge Cup	Semi-Finals
Sat	16.09.2023	Irish Cup	Round 2
Sat	16.09.2023	IFA Junior Challenge Cup	Round 1 (continued)
Sat	16.09.2023	NIFL Premiership	MD 8
Sat	16.09.2023	NIFL Championship	MD 7
Mon	18.09.2023	Women's - International Teams	FIFA International Date
Tues	19.09.2023	Women's - International Teams	FIFA International Date
Tues	19.09.2023	UCL	2023/24 Champions League Group - MD1
Wed	20.09.2023	UCL	2023/24 Champions League Group - MD1

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Wed	20.09.2023	NIFL Women's Premiership	MD 13
Wed	20.09.2023	Women's - International Teams	FIFA International Date
Thur	21.09.2023	Women's - International Teams	FIFA International Date
Thur	21.09.2023	UEL	2023/24 Europa League Group - MD1
Thur	21.09.2023	UECL	2023/24 Europa Conference League Group - MD1
Fri	22.09.2023	Women's - International Teams	FIFA International Date
Fri	22.09.2023	Ladies Mid-Ulster Cup - Mid Ulster FA	Final
Sat	23.09.2023	Mid-Ulster Shield - Mid Ulster FA	Round 1
Sat	23.09.2023	Women's - International Teams	FIFA International Date
Sat	23.09.2023	IFA Intermediate Challenge Cup	Round 1
Sat	23.09.2023	NIFL Premiership	MD 9
Sat	23.09.2023	NIFL Championship	MD 8
Sat	23.09.2023	Junior Shield - County Antrim & District FA	Round 1
Sun	24.09.2023	Women's - International Teams	FIFA International Date
Mon	25.09.2023	NIFL Women's Premiership	MD 14
Mon	25.09.2023	Women's - International Teams	FIFA International Date
Tues	26.09.2023	Women's - International Teams	FIFA International Date

Sat	30.09.2023	Harry Cavan Youth Challenge Cup	Round 1
Sat	30.09.2023	NIFL Premiership	MD 10
Sat	30.09.2023	NIFL Championship	MD 9
Sat	30.09.2023	Steel & Sons Cup - County Antrim & District FA	Round 4
Sat	30.09.2023	Bob Radcliffe Cup - Mid Ulster FA	Round 2
осто	3ER 2023		
Tues	03.10.2023	UCL	2023/24 Champions League Group - MD2
Tues	03.10.2023	NIFL League Cup	Round 1
Wed	04.10.2023	UCL	2023/24 Champions League Group - MD2
Thur	05.10.2023	UEL	2023/24 Europa League Group - MD2
Thur	05.10.2023	UECL	2023/24 Europa Conference League Group - MD2
Sat	07.10.2023	NIFL Premiership	MD 11
Sat	07.10.2023	NIFL Championship	MD 10
Sat	07.10.2023	BetMcClean NW Craig Memorial Intermediate Cup	Quarter - Finals
Sat	07.10.2023	IFA Junior Challenge Cup	Round 2
Mon	09.10.2023	Men's - International Teams	Men's - International Teams
Tues	10.10.2023	Men's - International Teams	Men's - International Teams
Tues	10.10.2023	Senior Shield - Country Antrim & District FA	Round 2
Tues	10.10.2023	Eventsec North West Senior Cup	Semi - Finals

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Tues	10.10.2023	Mid - Ulster Cup - Mid Ulster FA	Quarter - Finals
Wed	11.10.2023	Men's - International Teams	Men's - International Teams
Thur	12.10.2023	Men's - International Teams	Men's - International Teams
Fri	13.10.2023	Men's - International Teams	Men's - International Teams
Fri	13.10.2023	NIFL Premiership	MD 12
Fri	13.10.2023	NIFL Championship	MD 11
Sat	14.10.2023	UEFA Euro Qualifiers	Northern Ireland V San Marino
Sun	15.10.2023	Men's - International Teams	Men's - International Teams
Mon	16.10.2023	Men's - International Teams	Men's - International Teams
Tues	17.10.2023	UEFA Euro Qualifiers	Northern Ireland v Slovenia
Wed	18.10.2023	NIFL Women's Premiership	MD 15
Sat	21.10.2023	Mid-Ulster Shield - Mid Ulster FA	Round 2
Sat	21.10.2023	UEFA U17 QR mini tournament	Scotland v Northern Ireland
Sat	21.10.2023	NIFL Premiership	MD 13
Sat	21.10.2023	NIFL Championship	MD 12
Sat	21.10.2023	Steel & Sons - County Antrim & District FA	Round 5
Sat	21.10.2023	Bob Radcliffe Cup - Mid Ulster FA	Quarter - Finals
Sat	21.10.2023	IFA Women's Challenge Cup	Final
Sat	21.10.2023	Junior Shield - County Antrim & District FA	Round 2

Mon	23.10.2023	Women's - International Teams	FIFA International Date
Tues	24.10.2023	Women's - International Teams	FIFA International Date
Tues	24.10.2023	UCL	2023/24 Champions League Group - MD3
Wed	25.10.2023	UCL	2023/24 Champions League Group - MD3
Wed	25.10.2023	Women's - International Teams	FIFA International Date
Thur	26.10.2023	Women's - International Teams	FIFA International Date
Thur	26.10.2023	UEL	2023/24 Europa League Group - MD3
Thur	26.10.2023	UECL	2023/24 Europa Conference League Group - MD3
Fri	27.10.2023	Women's - International Teams	FIFA International Date
Sat	28.10.2023	Irish Cup	Round 3
Sat	28.10.2023	Harry Cavan Youth Challenge Cup	Round 2
Sat	28.10.2023	Women's - International Teams	FIFA International Date
Sat	28.10.2023	NIFL Premiership	MD 14
Sat	28.10.2023	NIFL Championship	MD 13
Sun	29.10.2023	Women's - International Teams	FIFA International Date
Mon	30.10.2023	Women's - International Teams	FIFA International Date
Tues	31.10.2023	Women's - International Teams	FIFA International Date

NOVE	NOVEMBER 2023			
Wed	01.11.2023	NIFL Women's Premiership	MD 17	
Sat	04.11.2023	NIFL Premiership	MD 15	
Sat	04.11.2023	NIFL Championship	MD 14	
Sat	04.11.2023	Edwin May - NW Matt Morrison Junior Cup	Round 1	
Sat	04.11.2023	Junior Shield - County Antrim & District FA	Round 3	
Sat	04.11.2023	Mid-Ulster Shield - Mid Ulster FA	Round 3	
Tues	07.11.2023	UCL	2023/24 Champions League Group - MD4	
Tues	07.11.2023	NIFL League Cup	Round 2	
Wed	08.11.2023	UCL	2023/24 Champions League Group - MD4	
Thur	09.11.2023	UEL	2023/24 Europa League Group - MD4	
Thur	09.11.2023	UECL	2023/24 Europa Conference League Group - MD4	
Fri	10.11.2023	Steel & Sons Cup - County Antrim & District FA	Semi - Final	
Fri	10.11.2023	Bob Radcliffe Cup - Mid Ulster FA	Semi - Final 1	
Sat	11.11.2023	Bob Radcliffe Cup - Mid Ulster FA	Semi - Final 2	
Sat	11.11.2023	NIFL Premiership	MD 16	
Sat	11.11.2023	NIFL Championship	MD 15	
Sat	11.11.2023	BetMcClean NW Craig Memorial Intermediate Cup	Semi-Finals	

Mon13.11.2023Steel & Sons Cup - County Antrim & District FASemi - FinalMon13.11.2023Men's - International TeamsMen's - International Men's - International TeamsTues14.11.2023Men's - International TeamsMen's - International Men's - International TeamsTues14.11.2023Senior Shield - County Antrim & District FASemi-FinalsTues14.11.2023Mid - Ulster Cup - Mid Ulster FASemi - Final 1	
Tues 14.11.2023 Teams Men's - International	
Tues 14.11.2023 Teams Men's - International	「eams
Tues 14.11.2023 Antrim & District FA Serni-Finals  Tues 14.11.2023 Mid - Ulster Cup - Mid Semi - Final 1	
Wed 15.11.2023 Men's - International Teams Men's - International T	Teams
Thur 16.11.2023 Men's - International Teams Men's - International Teams	eams
Fri 17.11.2023 UEFA Euro Qualifiers Finland V Northern II	eland
Sat 18.11.2023 IFA Intermediate Challenge Round 2	
Sat 18.11.2023 IFA Junior Challenge Cup Round 3	
Sat 18.11.2023 NIFL Premiership MD 17	
Sat 18.11.2023 NIFL Championship MD 16	
Sat 18.11.2023 Men's - International Teams Men's - International Te	eams
Sun 19.11.2023 Men's - International Teams Men's - International Te	eams
Mon 20.11.2023 UEFA Euro Qualifiers MD 10 - Northern Irela Denmark	and V
Tues 21.11.2023 Men's - International Teams Men's - International Te	eams
Tues 21.11.2023 Mid - Ulster Cup - Mid Ulster FA Semi - Final	
Sat 25.11.2023 Irish Cup Round 4	
Sat 25.11.2023 Harry Cavan Youth Challenge Cup Round 3	
Sat 25.11.2023 NIFL Premiership MD 18	

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Sat	25.11.2023	NIFL Championship	MD 17	
Mon	27.11.2023	Women's - International Teams	FIFA International Date	
Tues	28.11.2023	Women's - International Teams	FIFA International Date	
Tues	28.11.2023	UCL	2023/24 Champions League Group - MD5	
Wed	29.11.2023	Women's - International Teams	FIFA International Date	
Wed	29.11.2023	UCL	2023/24 Champions League Group - MD5	
Thur	30.11.2023	Women's - International Teams	FIFA International Date	
Thur	30.11.2023	UEL	2023/24 Europa League Group - MD5	
Thur	30.11.2023	UECL	2023/24 Europa Conference League Group - MD5	
DECEM	DECEMBER 2023			
Fri	01.12.2023	Women's - International Teams	FIFA International Date	
Sat	02.12.2023	Women's - International Teams	FIFA International Date	
Sat	02.12.2023	NIFL Premiership	MD 19	
Sat	02.12.2023	NIFL Championship	MD 18	
Sat	02.12.2023	Junior Shield - County Antrim & District FA	Round 4	
Sat	02.12.2023	Mid-Ulster Shield - Mid Ulster FA	Round 4	
Sun	03.12.2023	Women's - International Teams	FIFA International Date	
Mon	04.12.2023	Women's - International Teams	FIFA International Date	

Tues	05.12.2023	Women's - International Teams	FIFA International Date
Tues	05.12.2023	NIFL League Cup	Quarter - Finals
Sat	09.12.2023	NIFL Premiership	MD 20
Sat	09.12.2023		MD 19
Sat	09.12.2023	NIFL Championship	ואט וא
Sat	09.12.2023	Edwin May - NW Matt Morrison Junior Cup	Round 2
Tues	12.12.2023	UCL	2023/24 Champions League Group - MD6
Wed	13.12.2023	UCL	2023/24 Champions League Group - MD6
Thur	14.12.2023	UEL	2023/24 Europa League Group - MD6
Thur	14.12.2023	UECL	2023/24 Europa Conference League Group - MD6
Sat	16.12.2023	NIFL Premiership	MD 21
Sat	16.12.2023	NIFL Championship	MD 20
Sat	23.12.2023	NIFL Premiership	MD 22
Sat	23.12.2023	NIFL Championship	MD 21
Mon	25.12.2023	Steel & Sons Cup - County Antrim & District FA	Final
Tues	26.12.2023	NIFL Premiership	MD 23
Tues	26.12.2023	NIFL Championship	MD 22
Tues	26.12.2023	BetMcClean NW Craig Memorial Intermediate Cup	Final
Tues	26.12.2023	Bob Radcliffe Cup - Mid Ulster FA	Final
JANUA	JANUARY 2024		
Mon	01.01.2024	NIFL Premiership	MD 24
Mon	01.01.2024	NIFL Championship	MD 23

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Fri	05.01.2024	Irish Cup	Round 5	
Sat	06.01.2024	Irish Cup	Round 5	
Sat	06.01.2024	IFA Junior Challenge Cup	Round 4	
Sat	13.01.2024	Harry Cavan Youth Challenge Cup	Round 4 (Quarter-Finals)	
Sat	13.01.2024	NIFL Premiership	MD 25	
Sat	13.01.2024	NIFL Championship	MD 24	
Sat	13.01.2024	Junior Shield - County Antrim & District FA	Round 5	
Sat	13.01.2024	Edwin May - NW Matt Morrison Junior Cup	Round 3	
Sat	13.01.2024	Mid-Ulster Shield - Mid Ulster FA	Quarter - Finals	
Tues	16.01.2024	NIFL League Cup	Semi Finals	
Sat	20.01.2024	IFA Intermediate Challenge Cup	Round 3	
Sat	20.01.2024	NIFL Premiership	MD 26	
Sat	20.01.2024	NIFL Championship	MD 25	
Tues	23.01.2024	Mid - Ulster Cup - Mid Ulster FA	Final	
Tues	23.01.2024	Senior Shield - County Antrim & District FA	Final	
Sat	27.01.2024	NIFL Premiership	MD 27	
Sat	27.01.2024	NIFL Championship	MD 26	
FEBRU	FEBRUARY 2024			
Fri	02.02.2024	Irish Cup	Round 6	
Sat	03.02.2024	Irish Cup	Round 6	
Sat	03.02.2024	IFA Junior Challenge Cup	Round 5	

	25.00.0004	Harry Cavan Youth	
Mon	05.02.2024	Challenge Cup	Semi-Finals
Sat	10.02.2024	NIFL Premiership	MD 28
Sat	10.02.2024	NIFL Championship	MD 27
Sat	10.02.2024	Mid - Ulster Youth Cup - Mid Ulster FA	Round 1
Sat	10.02.2024	Mulhern Cup - Fermanagh & Western FA	Round 1
Sat	10.02.2024	Reihill Cup - Fermanagh & Western FA	Round 1
Tues	13.02.2024	UCL	2023/24 Champions League Round of 16 - 1st Leg
Wed	14.02.2024	UCL	2023/24 Champions League Round of 16 - 1st Leg
Thur	15.02.2024	UEL	2023/34 Europa League Knockout Round Play Offs - 1st Leg
Thur	15.02.2024	UECL	2023/24 Europa Conference League Knockout Round Play Offs - 1st Leg
Sat	17.02.2024	IFA Intermediate Challenge Cup	Round 4
Sat	17.02.2024	NIFL Premiership	MD 29
Sat	17.02.2024	NIFL Championship	MD 28
Sat	17.02.2024	Junior Shield - County Antrim & District FA	Round 6
Sat	17.02.2024	Edwin May - NW Matt Morrison Junior Cup	Quarter - Finals
Mon	19.02.2024	Mid-Ulster Shield - Mid Ulster FA	Semi - Final 1
Tues	20.02.2024	UCL	2023/24 Champions League Round of 16 - 1st Leg

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Wed	21.02.2024	UCL	2023/24 Champions League Round of 16 - 1st Leg
Wed	21.02.2024	UEL	2023/34 Europa League Knockout Round Play Offs - 1st Leg
Thur	22.02.2024	UECL	2023/24 Europa Conference League Knockout Round Play Offs - 2nd Leg
Sat	24.02.2024	IFA Junior Challenge Cup	Round 6 (Quarter-Finals)
Sat	24.02.2024	NIFL Premiership	MD 30
Sat	24.02.2024	NIFL Championship	MD 29
Mon	26.02.2024	Mid-Ulster Shield - Mid Ulster FA	Semi - Final 2
MARC	H 2024		
Fri	01.03.2024	Irish Cup	Quarter-Finals
Sat	02.03.2024	Irish Cup	Quarter-Finals
Sat	02.03.2024	NIFL Championship	MD 30
Sat	02.03.2024	Mid - Ulster Youth Cup - Mid Ulster FA	Quarter - Finals
Sat	02.03.2024	Mulhern Cup - Fermanagh & Western FA	Round 2
Sat	02.03.2024	Reihill Cup - Fermanagh & Western FA	Round 2
Tues	05.03.2024	UCL	2023/24 Champions League Round of 16 - 2nd Leg
Wed	06.03.2024	UCL	2023/24 Champions League Round of 16 - 2nd Leg
Thur	07.03.2024	UEL	2023/24 Europa League Round of 16 - 1st Leg
Thur	07.03.2024	UECL	2023/24 Europa Conference League Round of 16 - 1st Leg

Sat	09.03.2024	IFA Intermediate Challenge Cup	Quarter-Finals
Sat	09.03.2024	NIFL Premiership	MD 31
Sat	09.03.2024	NIFL Championship	MD 31
Sun	10.03.2024	NIFL League Cup	Final
Tues	12.03.2024	UCL	2023/24 Champions League Round of 16 - 2nd Leg
Wed	13.03.2024	UCL	2023/24 Champions League Round of 16 - 2nd Leg
Thur	14.03.2024	UEL	2023/24 Europa League Round of 16 - 2nd Leg
Thur	14.03.2024	UECL	2023/24 Europa Conference League Round of 16 - 2nd Leg
Sat	16.03.2024	NIFL Premiership	MD 32
Sat	16.03.2024	NIFL Championship	MD 32
Sat	16.03.2024	Mid - Ulster Youth Cup - Mid Ulster FA	Semi - Finals
Sun	17.03.2024	Men's - International Teams	Men's - International Teams
Mon	18.03.2024	Men's - International Teams	Men's - International Teams
Tues	19.03.2024	Men's - International Teams	Men's - International Teams
Wed	20.03.2024	Men's - International Teams	Men's - International Teams
Wed	20.03.2024	Junior Shield - County Antrim & District FA	Semi - Final 1
Thur	21.03.2024	Junior Shield - County Antrim & District FA	Semi - Final 2
Thur	21.03.2024	Men's - International Teams	Men's - International Teams
Fri	22.03.2024	Edwin May - NW Matt Morrison Junior Cup	Semi - Final

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Fri	22.03.2024	Men's - International Teams	Men's - International Teams
Sat	23.03.2024	Men's - International Teams	Men's - International Teams
Sat	23.03.2024	NIFL Premiership	MD 33
Sat	23.03.2024	NIFL Championship	MD 33
Sat	23.03.2024	Edwin May - NW Matt Morrison Junior Cup	Semi - Final
Sat	23.03.2024	Mulhern Cup - Fermanagh & Western FA	Round 3
Sat	23.03.2023	Reihill Cup - Fermanagh & Western FA	Round 3
Mon	25.03.2024	IFA Junior Cup Challenge Cup	Semi-Finals - week commencing - 27.03.23
Mon	26.03.2024	Men's - International Teams	Men's - International Teams
Fri	29.03.2024	Irish Cup	Semi-Finals
Sat	30.03.2024	Irish Cup	Semi-Finals
APRIL	2024		
Mon	01.04.2024	Mid-Ulster Shield - Mid Ulster FA	Final
Mon	01.04.2024	IFA Intermediate Challenge Cup	Semi-Finals - week commencing 01.04.23
Tues	02.04.2024	NIFL Premiership	MD 34
Tues	02.04.2024	NIFL Championship	MD 34
Fri	05.04.2024	Harry Cavan Youth Challenge Cup	Final
Sat	06.04.2024	NIFL Premiership	MD 35
Sat	06.04.2024	NIFL Championship	MD 35
Tues	09.04.2024	UCL	2023/24 Champions League Quarter Finals - 1st Leg

Wed	10.04.2024	UCL	2023/24 Champions League Quarter Finals - 1st Leg
Thur	11.04.2024	UEL	2023/24 Europa League Quarter Finals - 1st Leg
Thur	11.04.2024	UECL	2023/24 Europa Conference League Quarter Finals - 1st Leg
Fri	12.04.2024	Mid - Ulster Youth Cup - Mid Ulster FA	Final
Sat	13.04.2024	NIFL Premiership	MD 36
Sat	13.04.2024	NIFL Championship	MD 36
Tues	16.04.2024	UCL	2023/24 Champions League Quarter Finals - 2nd Leg
Wed	17.04.2024	UCL	2023/24 Champions League Quarter Finals - 2nd Leg
Wed	17.04.2024	Junior Shield - County Antrim & District FA	Final
Wed	17.04.2024	Reihill Cup - Fermanagh & Western FA	Semi -Final 1
Thur	18.04.2024	Reihill Cup - Fermanagh & Western FA	Semi - Final 2
Thur	18.04.2024	UEL	2023/24 Europa League Quarter Finals - 2nd Leg
Thur	18.04.2024	UECL	2023/24 Europa Conference League Quarter Finals - 2nd Leg
Fri	19.04.2024	Edwin May - NW Matt Morrison Junior Cup	Final
Sat	20.04.2024	NIFL Premiership	MD 37
Sat	20.04.2024	NIFL Championship	MD 37
Wed	24.04.2024	Mulhern Cup - Fermanagh & Western FA	Semi - Final 1

Thur	25.04.2024	Mulhern Cup - Fermanagh & Western FA	Semi - Final 2
Sat	27.04.2024	NIFL Premiership	MD 38
Sat	27.04.2024	NIFL Championship	MD 38
Tues	30.04.2024	UCL	2023/24 Champions League Semi Finals - 1st Leg
Tues	30.04.2024	NIFL Premiership PLAYOFF	
MAY 2	024		
Wed	01.05.2024	UCL	2023/24 Champions League Semi Finals - 1st Leg
Thur	02.05.2024	UEL	2023/24 Europa League Semi Finals - 1st Leg
Thur	0205.2024	UECL	2023/24 Europa Conference League Semi Finals - 1st Leg
Fri	03.05.2024	NIFL Premiership PLAYOFF	
Fri	03.05.2024	Reihill Cup - Fermanagh & Western FA	Final
Sat	04.05.2024	Irish Cup	Final
Mon	06.05.2024	Junior Cup	Final
Tues	07.05.2024	UCL	2023/24 Champions League Semi Finals - 2nd Leg
Tues	07.05.2024	NIFL European Playoff	
Wed	08.05.2024	UCL	2023/24 Champions League Semi Finals - 2nd Leg
Thur	09.05.2024	UEL	2023/24 Europa League Semi Finals - 2nd Leg
Thur	09.05.2024	UECL	2023/24 Europa Conference League Semi Finals - 2nd Leg

Fri	10.05.2024	Mulhern Cup - Fermanagh & Western FA	Final
Sat	11.05.2024	NIFL European Playoff	
Tues	14.05.2024	NIFL European Playoff	
Wed	22.05.2024	UEL	2023/24 Europa League Final
Wed	29.05.2024	UECL	2023/34 Europa Conference League Final

# RULES - STADIUM DEVELOPMENT COMPANY LIMITED



ARTICLES OF ASSOCIATION

## ARTICLES OF ASSOCIATION

#### LIST OF ARTICLES

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#### **ARTICLE 1**

#### **DEFINITIONS**

In the Articles, unless the context requires otherwise, terms used have the following meanings:

'Act' The Companies Act 2006 and any act, statute or order

amending or replacing it or any statutory instrument or

regulation made thereunder.

'Articles' The articles of association of the Company.

'Association' The Irish Football Association Limited.

'Association Football' Football as played under the auspices of the Association.

'Board' The Board of the Company appointed under Article 3.

'Chief Executive' The person appointed under Article 3.1.

'Club' A team playing Association Football in Northern Ireland.

'FIFA' Fédération Internationale de Football Association.

'IFAB' The International Football Association Board.

'Laws of the Game'

The Laws of Association Football prescribed by IFAB.

'LFC' Linfield Football Club Limited.

'LFC Director'

The director appointed in accordance with Article 3.10(d).

'NIFL' Northern Ireland Football League Ltd.

'Project Documentation' Has the meaning given to it in the funding agreement

entered into by the Association, the Company and the Department of Culture, Arts and Leisure in relation to the

redevelopment of Windsor Park Stadium.

'Secured Institution' Has the meeting given to it in Article 5.14(a).

'UEFA' Union des Associations Européenes de Football.

#### ARTICLE 2

#### **EXPLANATIONS**

- 1. (a) Save as aforesaid and unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Act.
  - (b) A reference to any statute or provision of a statute includes a reference to any statutory modification or re-enactment of it for the time being in force and from time to time
  - (c) Unless the context otherwise requires words importing the singular only shall include the plural and vice versa, words importing any gender shall include all genders and words importing natural persons shall include corporations.
  - (d) The headings are inserted for convenience only and shall not affect the construction of the Articles.
  - (e) Reference to 'printed forms', 'forms' or 'in writing' includes the use of appropriate electronic media.
  - (f) Where there is a conflict between the Standing Orders and these Articles, the Standing Orders shall prevail.
- 2. The model articles of association for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008 No.3229) (the "Model Articles") shall apply

- to the Company save in so far as they are excluded or modified or are inconsistent with the articles set out below and such Model Articles and the articles set out below shall be the Articles.
- 3. Articles 3, 5(2), 6, 7(1), 8, 9 to 13 (inclusive), 14 (1)-(5), 15, 16, 17(1), 18, 19, 22, 26 29 (inclusive), 38, 41, 42, 48, and 51 to 53 (inclusive) of the Model Articles shall not apply to the Company.

#### ARTICI F 3

#### **BOARD**

#### Powers and Responsibilities

- 1. The management of the business and the control of the Company shall be vested in the Board, which shall be responsible for all matters relating to the conduct and undertaking of the Company (including without prejudice to the generality thereof the redevelopment, maintenance and running of the national stadium for Association Football in Northern Ireland at Windsor Park, Belfast). The Board may appoint a Chief Executive to whom it shall delegate management decisions in accordance with a written scheme of delegation adopted by it. The Board's primary focus shall be on setting strategy and on monitoring the implementation of that strategy by the Chief Executive. The Board shall each year:
  - (a) Publish its corporate strategy.
  - (b) Prepare for presentation to the Board of the Company business plan and income and expenditure budget.
  - (c) Regularly review income and expenditure against budget.
  - (d) Evaluate progress towards corporate goals.
    - The Board shall indicate annually in its corporate strategy and business plan its proposed allocation of resources. It shall obtain the views of the Board of Directors of the Association on its proposed allocation but retain responsibility for decision-making on the matter.
- 2. The Board may delegate any of its powers under the Articles to such person or committee and in such manner as it thinks fit. It may make rules of procedure (in the form of Standing Orders or otherwise) governing its members and any person or committee to which it delegates powers. The directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 3. The Board may exercise all powers of the Company, as are not by these

- Articles or by statute expressly directed or required to be exercised or done by the Company in general meeting.
- 4. An act done by the Board, whether ultra vires or not, that receives the express or implied sanction of the shareholders, shall not be afterwards impeached by the Company on any grounds whatsoever, and shall be deemed to be a valid and binding act of the Company.

#### **Decision-making by Directors**

- 5. Save as otherwise provided in these Articles or the Standing Orders of the Company, a decision by the Board must be either a decision by a majority of those taking part in a meeting (which may, if the Chairman so determines, be an electronic meeting during which all members taking part can hear each other) and who are eligible to vote or a decision in relation to which all eligible directors indicate to each other in writing (which may include electronic mail) that they share a common view on the matter.
- 6. At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 7. Save as otherwise provided in the Standing Orders, the quorum for Board meetings shall be 2 directors, to include 1 of the independent directors and, if such director has been appointed, 1 director being a director appointed in accordance with Article 3.10(a) or (c). If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision to appoint further directors or to call a general meeting so as to enable the shareholders to appoint further directors.
- 8. The Board shall appoint a chairman from time to time in accordance with the Standing Orders. If the numbers of votes for and against a proposal are equal, the Chairman or other director chairing the meeting has a casting vote save where, in accordance with these Articles and/or the Standing Orders, the Chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 9. Subject to the provisions of the Companies Act 2006, and provided that (if required to do so by the said Act) he has declared to the directors the nature and extent of any direct or indirect interest of his, a director, notwithstanding his office:
  - (a) may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
  - (b) may be a director or other officer or an employee of, or a party to any

- transaction or arrangement with, or otherwise interested in, any subsidiary of the Company or body corporate in which the Company is interested; and
- (c) is not accountable to the Company for any remuneration or other benefits which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no transaction or arrangement is liable to be avoided on the ground of any such remuneration, benefit or interest.

#### Composition of and Appointment to the Board

- 10. The Board shall consist of the following:
  - (a) The Chief Executive of the Association.
  - (b) Two board members shall be appointed by the Board following a rigorous appointment process to be prescribed by the Board and set out more particularly in the Standing Orders (and which should include public advertisement and endorsement by the Association's board of directors). The directors appointed under this Article 4.10(b) shall be independent board members (not being a member of Council of the Association or holding office in any Member of the Association, or having been so in the three years prior to appointment). Subject to any probation period specified in the Standing Orders, the tenure on the Board of independent board members shall be three years from the date of their appointment and they shall be eligible for reappointment (without public advertisement, but following endorsement by board of the Association) for a maximum of two more three-year periods. The Company will also have the discretion to extend the engagement of an independent board member beyond the nine year overall period for a maximum of one further year when it is considered necessary for maintaining continuity and experience on the Board.
  - (c) Two representatives of the Association (the IFA Director(s)) appointed to, or removed from, the Board by notice in writing to the Company by the Association. The tenure of the IFA Director(s) shall be limited to a period of three years renewable (without public advertisement, but following endorsement by the Board of the Association) for a maximum of two more three-year periods.
  - (d) A representative of the Linfield Football Club (the LFC Director) appointed to, or removed from, the Board by notice in writing to the Company by LFC. The tenure on the LFC Director shall be limited to a period of one year renewable (without public advertisement, but following endorsement by the Board of the Association) for a maximum of eight further years. LFC shall indemnify and hold harmless the Company and the Association against any claim made by a LFC Director against the Company for unfair or constructive dismissal or otherwise.

- 11. Candidates for appointment under Article 3.10 (b) and (d) shall meet the following criteria:
  - (a) Experience of management in the private, public or voluntary sectors.
  - (b) Awareness of the requirements of corporate governance.
  - (c) Any other skills and experience specified by the Board as a requirement for each appointment.
- 12. Should the process result in fewer candidates being approved than there are vacancies on the Board, the Board shall instigate a rerun of the relevant process until the vacancies are filled.
- 13. Members of the Board shall:
  - (a) following election, undertake training and appraisal in the role of being a director:
  - (b) not simultaneously be a member of the Board of the IFA, any other IFA subsidiary company or of NIFL.
- 14. The Board shall agree a director induction, training and appraisal process, for each of the Board members, suitable for a body such at the Company from time to time.

#### **ARTICLE 4**

#### **SFCRFTARY**

1. The Board shall have power to appoint the Chief Executive of the Association from time to time as Company Secretary.

#### ARTICI F 5

#### SHARES AND DISTRIBUTIONS

#### Issue of Shares

Subject to these Articles, but without prejudice to the rights attached
to any existing share, the Company may issue shares with such rights
or restrictions as may be determined by ordinary resolution. The
Company may issue shares which are to be redeemed, or are liable to be
redeemed at the option of the company or the holder, and the directors
may determine the terms, conditions and manner of redemption of any
such shares.

- 2. Unless the members of the Company by special resolution direct otherwise, all shares which the directors propose to issue must first be offered to the members in accordance with the provisions of this Article.
- 3. Shares must be offered to members in proportion as nearly as may be to the number of existing shares held by them respectively.
- 4. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than 14 days) within which the offer, if not accepted, will be deemed to be declined.
- 5. After the expiration of the period referred to in Article 5.4, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; and such further offer shall be made in the like terms in the same manner and limited by a like period as the original offer.
- 6. Any shares not accepted pursuant to the offer referred to in Article 5.4 and the further offer referred to in Article 5.5, or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such special resolution as aforesaid shall be under the control of the directors, who may allot, grant options over or dispose of the same to such persons, on such terms, and in such manner as they think fit.
- 7. In accordance with section 567 of the Act, sections 561 and 562 of the Act are excluded.
- 8. Except as required by law, no person is to be recognised by the company as holding any share upon any trust, and except as otherwise required by law or the articles, the company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

#### Transfer of Shares

- 9. Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor, and if any of the shares is nil or partly paid the transferee.
- 10. No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 11. The company may retain any instrument of transfer which is registered.
- 12. The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

- 13. The directors may refuse to register the transfer of a share, and, if they do so, the instrument of transfer must be returned to the transferee together with a notice of refusal giving reasons for such refusal as soon as practicable and in any event within two months after the date on which the instrument of transfer was lodged for registration, unless the directors suspect that the proposed transfer may be fraudulent.
- 14. Notwithstanding anything contained in these articles, whether expressly or impliedly contradictory to the provisions of this Article 5.14 (to the effect that any provision contained in this Article 5.14 shall override any other provision of these articles):
  - The directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer:
  - (a) is to any bank, institution, authority, department, office, statutory body or agency of the Northern Ireland Assembly or Executive or other person which has been granted a security interest in respect of such shares, or to any nominee or transferee of such a bank, institution, authority, department, office, statutory body or agency of the Northern Ireland Assembly or Executive or other person (or a person acting as agent or security trustee for such person) (Secured Institution) (and a certificate by any such person or an employee of any such person that a security interest over the shares was so granted and the transfer was so executed shall be conclusive evidence of such facts); or
  - (b) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or
  - (c) is executed by a Secured Institution or its nominee pursuant to a power of sale or other power existing under such security, and the directors shall forthwith register any such transfer or shares upon receipt and furthermore notwithstanding anything to the contrary contained in these articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them or be subject to, or obliged to comply with, any rights of pre-emption contained in these Articles or any such agreement or arrangement and no such shareholder shall have any right under the articles or otherwise howsoever to require such shares to be transferred to them whether for any valuable consideration or otherwise. No resolution shall be proposed or passed the effect of which would be to delete or amend this Article unless not less. than 21 days' written notice thereof shall have been given to any such Secured Institution by the Company.

The directors shall not issue any share certificates (whether by way of replacement or otherwise) without the prior written consent of (or on behalf of) all (if any) Secured Institutions (as defined above).

The Company's first and paramount lien on every share called or payable at a fixed time in respect of that share and any extension of that lien to all dividends payable thereon shall not apply where any such shares have been mortgaged or charged by way of security in which event such lien shall rank behind any such security.

#### ARTICLE 6

#### **DUTIES OF MEMBERS**

- 1. All Members shall be subject to and shall comply with the Articles and to any regulations or decisions promulgated by the Board or by any relevant committee of the Company, or by FIFA or UEFA. Each Member shall use best endeavours to ensure that its officials, members, servants, agents and employees comply with the said Articles or regulations.
- 2. The Company shall not do anything which would place the Association in breach of:
  - (a) The Association's principles of loyalty, integrity and sportsmanship as an expression of fair play.
  - (b) the Association's policy to observe neutrality in politics and religion and avoid any unlawful discrimination.
  - (c) the Laws of the Game.
  - (d) the statutes, regulations and decisions of FIFA and UEFA.

#### ARTICI F 7

#### **GENERAL MEETINGS**

- 1. The Board may when it thinks fit, and shall when required so to do in accordance with the Act, convene a general meeting.
- 2. The Board shall determine the venue, date and time of the general meeting.
- 3. At least twenty-one days' notice in writing specifying the place, the day, and the hour of the meeting (and in the case of special business the general nature of such business) shall be given to the members in the manner hereinafter prescribed.

- 4. If and for so long as the Company has one member only, one member entitled to vote on the business to be transacted, who is present at a general meeting in person or by one or more proxies or, in the event that the member is a corporation, by one or more corporate representatives, is a quorum.
- 5. If and for so long as the Company has two or more members, two members, each of whom is entitled to vote on the business to be transacted and is present at a general meeting in person or by one or more proxies or, in the event that any member present is a corporation, by one or more corporate representatives, are a quorum.
- 6. No business other than the appointment of the Chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 7. If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairman of the meeting must adjourn it. If, at the adjourned general meeting, a quorum is not present within half an hour from the time appointed or, alternatively, a quorum ceases to be present, the adjourned meeting shall be dissolved.
- 8. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles.
- 9. Subject to Article 7.10, a written resolution of members passed in accordance with Part 13 of the Companies Act 2006 is as valid and effectual as a resolution passed at a general meeting of the Company.
- 10. The following may not be passed as a written resolution and may only be passed at a general meeting:
  - (a) a resolution under section 168 of the Companies Act 2006 for the removal of a director before the expiration of his period of office; and
  - (b) a resolution under section 510 of the Companies Act 2006 for the removal of an auditor before the expiration of his period of office.
- 11. On a written resolution, a member has one vote in respect of each share held by him.

#### **ARTICLE 8**

#### DISQUALIFICATION FROM OFFICE

A person ceases to be a director as soon as:

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- (b) he becomes bankrupt or compounds or makes an arrangement with his creditors, but he may notwithstanding any such event, be eligible for reappointment if the Board so decides.
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) that person is, or may be, suffering from mental disorder and either:
  - (I.) he is admitted to hospital in pursuance of an application for admission for treatment under mental health legislation for the time being in force in any part of the United Kingdom; or
  - (II.) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or which wholly or partly prevents that person from personally exercising any powers or rights which that person otherwise would have;
- (e) he becomes incapable of managing his own affairs or physically incapable of performing the duties of a director of the Company;
- (f) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms;
- (g) when not on Company business, he absents himself from three consecutive meetings of the Company without providing a reason acceptable to the Company; or
- (h) he by his wilful actions puts the Company at legal or financial risk. The foregoing is without prejudice to Article 3.4.

#### ARTICLE 9

#### ADMINISTRATIVE ARRANGEMENTS

1. The annual report and accounts of the Company shall be prepared to 31st December in each year.

- 2. No member shall have any right of inspecting any accounting records or other books or documents of the Company except as conferred by statute or authorised by the Board or by the Company in general meeting or by an ordinary resolution.
- 3. Any common seal may be used by the authority of the directors or any committee of directors. The directors may decide by what means and in what form any common seal is to be used. Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by a) one authorised person in the presence of a witness who attests the signature; or b) two authorised persons. For the purposes of this article, an authorised person is any director of the company, the company secretary (if any) or any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

#### ARTICI F 10

#### **NOTICES**

- 1. Notices of the Company requiring authentication may be authenticated by the signature of the Chief Executive or by any other person appointed by the Board to do so. Any notice to be given to or by any person pursuant to these Articles shall be in writing, except that a notice calling a meeting of any committee need not be in writing. The signature on any notice required to be given by the Company may be typed or printed or otherwise written.
- 2. A notice may be served by the Company by sending it through the post in a prepaid letter addressed to the person who is to be served at its or his registered address.
- 3. The Company is authorised generally and unconditionally to use electronic communications with its Member(s) and in particular the Company is authorised to send or supply documents or information to its Member(s) by making it available on a website.
- 4. Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 5. Subject to the Articles, any notice or document to be sent or supplied to a Board Member in connection with the taking of decisions by the Board may also be sent or supplied by the means by which the

- Board Member has asked to be sent or supplied with such notices or documents for the time being.
- 6. A Board Member may agree with the Company that notices or documents sent to that Board Member in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.
- 7. Any notice sent by post shall be deemed to have been served on the day following that in which the envelope containing the same was posted, and in proving such service it shall be sufficient to produce a certificate by the person posting the envelope that the envelope containing the notice was properly addressed, stamped and duly posted.
- 8. Where a number of days' notice or notice extending over any period is required to be given, the day for which notice is given shall be included in such number of days or other period, but the day of service, i.e. the day following that upon which the envelope containing same was posted, shall not be so included.
- 9. The accidental omission to give notice of a meeting to, or the non-receipt of a notice for any meeting of the Company by, any person entitled to receive notice shall not invalidate the proceedings at such meeting.
- A Member present at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called

#### ARTICLE 11

#### CONDUCT

- 1. Members of the Board and/or any Board committee shall carry out their duties in accordance with the Company's policies and procedures including any code of conduct adopted by the Board.
- 2. Without prejudice to the foregoing, members of the board shall be at liberty to contract with the Company, and shall not be disqualified by reason of their having so contracted and shall not be bound to account to the Company for any profit which they may derive from the Company from having so contracted, provided that at the time the contract is entered into they disclose their interest therein and do not vote on the matter.
- 3. The Board shall at all times ensure compliance with all obligations on the Company (and, in so far as is possible, on the Association) under the Project Documentation, and the Board will not do, and omit to do, anything

- which would place the Company and/or the Association in default of, or otherwise frustrate, the terms of the Project Documentation.
- 4. The Board shall perform all acts and things, or procure that any necessary third party shall perform such acts or things, as may be required for the purpose of giving full effect to the Project Documentation, to include, without limitation to the generality of the foregoing, the provision of information and/or security.
- 5. The Company shall promptly give notice in writing to the Association, in accordance with Article 10, if it becomes aware of any breach of the terms of the Project Documentation by the Company or by any third party. In the event of any breach of the terms of the Project Documentation the Company shall do all such acts and things required to rectify such breach, or provide assistance in the Association in this regard.

#### ARTICI F 12

#### INDEMNITY

- 1. Every member of the Board or any committee, chief executive or other officer or employee of the Company shall be indemnified by the Company against all costs, losses and expenses incurred by him in or about the discharge of his duties, except such as happen from his own wilful neglect, dishonesty or fraud.
- The Board shall have the power to purchase and maintain insurance for or 2. for the benefit of any persons who are or were at any time members of the Board or any committee, Chief Executive or other officer or employee of the Company or of any other company in which the Company or any of the predecessors of the Company has any interest whether direct or indirect or which is in any way allied to or associated with the Company, or of any subsidiary undertaking of the Company or of any such other company, or who are or were at any time trustees of any pension fund in which any employees of the Company or of any such other company or subsidiary undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/ or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such other company, subsidiary undertaking or pension fund.

# RULES - STADIUM DEVELOPMENT COMPANY LIMITED



STANDING ORDERS

### STANDING ORDERS

#### **DEFINITIONS**

1. In these standing orders, except where the context otherwise requires, the definitions and explanations contained in Articles 1 and 2.1 of the Irish Football Association Articles of Association shall apply mutatis mutandis.

#### PROCEDURE AT MEETINGS

- 2. Meetings of the Board for transaction of ordinary business shall be held on such dates and times and at such places as it shall decide.
- 3. An agenda setting out Board or committee business shall be prepared and circulated to members not less than three working days before the day of meeting. A meeting may be held at shorter notice if all members entitled to be present so agree.
- 4. Decisions shall be taken on a show of hands at all meetings unless a director calls for a recorded vote.
- 5. The chairman of any meeting shall have a casting vote save in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles or these Standing Orders, the chairman is not eligible to vote for the purposes of that meeting (or part of a meeting).
- 6. If the chairman and vice chairman are not present within ten minutes of the time appointed for holding a meeting, the members present shall choose one of their number to be chairman of that meeting.

#### ORDER OF BUSINESS AT MEETINGS

- 7. The order of business at meetings shall be:
  - Declarations of interest
  - · Apologies for non-attendance.
  - Approval of the minutes of the preceding meeting (including electronic meetings in the case of the Board), and signature by the chairman.
  - Matters arising.
  - · Chairman's remarks.

- · Report from the Stadium Director.
- · Financial Report.
- Such other business as may be determined in advance by the chairman.
- · Any other business.
- · Date and time of next meeting.

#### **RULES OF DEBATE**

- 8. A member when speaking shall address the chairman. Where two or more members attempt to speak, the chairman will decide the order of their addressing the meeting. No speech shall exceed three minutes except by consent of the chairman.
- 9. A member shall direct his speech to the question under discussion or to a point of order. A point of order shall relate only to an alleged breach of an identified standing order. The ruling of the chairman on a point of order shall be final.
- 10. When a motion is under debate, no other motion shall be moved except the following:
  - To amend or adjourn the motion.
  - That the question be now put.
  - That a member be no longer heard.
  - · That a member leave the meeting.
- 11. If unfinished business remains after a period of 2 1/2 hours, the meeting shall stand adjourned unless either a majority present agrees that this standing order be suspended or any failure to comply with this standing order is accidental.

#### RECORD OF MEETINGS

12. The Board and each committee shall keep minutes in some permanent, retrievable and verifiable format of their proceedings at their meetings. Without prejudice to the generality thereof, such minutes shall include but shall not be limited to the date and venue of the meeting, the names of

- those attending, the result of any election held, the text of and result of all resolutions proposed and other relevant deliberations.
- 13. Except with the prior approval of the Board or the relevant committee, no audio or video recorder or other instrument shall be used to record discussion at a meeting.
- 14. To enable The IFA Board to hold the SDC Board accountable it shall receive reports of SDC Board meetings and the Chairman of the SDC Board shall report in person to the IFA Board on at least one occasion per year.

#### INTERESTS OF BOARD AND COMMITTEE MEMBERS

- 15. Board and committee members shall have regard to IFA Article 21.1 and disclose interests accordingly.
- 16. The Association shall keep a register recording declarations of interest by Board and committee members and employees in any entity in which they or a close relative may be concerned and which could give rise to a conflict or duality of interest.
- 17. Board and committee members and employees are required to inform the Association of any new or changed interest, direct or indirect, pecuniary or otherwise.

#### INSPECTION OF DOCUMENTS

18. All reports made or minutes kept by any committee, and all documents presented to that committee, shall be open for inspection by any member of that committee.

#### AUTHORITY OF BOARD AND COMMITTEE MEMBERS

19. No member shall enter either orally or in writing into any contract or admit liability on behalf of the SDC without the authority of the Board.

#### CONFIDENTIALITY OF PAPERS

 Board and committee members attending any meeting shall respect the confidentiality of all papers presented to that meeting or matters raised and decisions taken at that meeting. 21. The Association is subject to legislation protecting data held relating to individuals. Board and committee members and staff must not disclose such data for any purpose not permitted by the legislation.

#### **BOARD DELEGATION**

22. The Board shall further prepare and keep under review a written Scheme of Delegation authorising the Chief Executive to take decisions in defined areas, up to approved monetary limits, without recourse to the Board.

#### REPORTING

23. The Board shall ensure that it has a full understanding of the reporting obligations contained in the Project Documentation and shall ensure compliance, in a timely fashion, with these obligations in accordance with the terms of the Project Documentation. "Project Documentation" has the meaning given to it in the funding agreement entered into by the Association, the IFA Stadium Development Company Limited and the Department of Culture, Arts and Leisure in relation to the redevelopment of Windsor Park Stadium.

#### AUDIT AND RISK COMMITTEE

- 24. The Board shall appoint one of their number to serve on the group Audit and Risk Committee, such member will report to the SDC Board on meetings of ARC in connection with the SDC.
- 25. Included in the Audit and Risk Committee's responsibilities shall be detailed consideration of the annual accounts for recommendation to the Board and compliance with the reporting obligations set out in the Project Documentation and considered in Standing Order 23 above.

#### **COMMITTEES**

26. Any sub-committee set up by the Board will act for one year from its inauguration.

27. No person shall be elected, appointed, nominated or remain as a member of the SDC Board if, at the time of the election, appointment or nomination, that person has reached their 75th birthday. All Board members will serve on the SDC Board in line with the Articles of Association under which they were appointed.

#### CONDUCT AND CORPORATE GOVERNANCE

- 28. Board and committee members shall observe the Association's Code of Conduct. Board members should maintain good working knowledge of developing guidance in the field of corporate governance and conduct. Board members shall behave not in a narrow representative capacity but as directors independent of sectional interest and with responsibility for the whole range of the Association's business.
- 29. Members shall receive induction on joining the Board and undertake training relevant to their responsibilities, provide detail thereof for training records maintained by the Association and submit themselves for annual appraisal by the Chairman.
- 30. Annual appraisal of the Chairman shall be undertaken by the senior independent director of the IFA Board.
- 31. The Board shall agree and adopt a director induction, training and appraisal process for each of the Board members from time to time.
- 32. The Board and each of its committees shall also evaluate annually their own collective performance.
- 33. The Association should ensure that terms of appointment for each director are agreed, and that a service agreement is signed with effect from the date of appointment.
- 34. The Chairman shall prepare a statement of compliance with corporate governance standards for inclusion in the Association's annual report.
- 35. Board members must show commitment to their responsibilities and as evidence their attendances at Board meetings shall be summarised in the annual report.

#### SELECTION OF INDEPENDENT BOARD MEMBERS

- 36. The Board should lead the process for board appointments in accordance with the Articles.
- 37. On seeking to appoint an independent director the board shall produce and agree the selection criteria (following an evaluation of the balance of skills, experience, independence and knowledge on the board) and a public advertisement.
- 38. Each applicant or nominee shall undergo a comprehensive interview and selection process. The interview panel shall be determined by the Board and shall include an independent panel member sourced from outside the Association. The process shall be validated by an independent person or body.

#### ALTERATIONS OF STANDING ORDERS

39. Standing orders may be altered by Board resolution, which shall require not less than three days' notice thereof to all Board members.

#### DISTRIBUTION OF STANDING ORDERS

40. A printed copy of these standing orders, including a copy of the Articles and Code of Conduct, shall be given to each Board and committee member and shall be available for reference during office hours at premises of the Association.

# RULES - IRISH FA FOUNDATION LIMITED



ARTICLES OF ASSOCIATION

# ARTICLES OF ASSOCIATION

#### 1. The Company's name is Irish FA Foundation Limited (the charity).

#### 2. INTERPRETATION

#### 2.1 In the articles:

'address' means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the charity;

'the articles' means the charity's articles of association and 'article' refers to a particular Article;

'the charity' means the company intended to be regulated by the articles;

'clear days' in relation to the period of a notice means a period excluding:

- the day when the notice is given or deemed to be given; and
- the day for which it is given or on which it is to take effect;

'the Commission' means the Charity Commission for Northern Ireland;

'Companies Acts' means the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the charity;

'Connected person' in relation to article 7, article 9.2 and article 40.2 'connected person' means:

- (1) a child, parent, grandchild, grandparent, brother or sister of the director;
- (2) the spouse or civil partner of the director or of any person falling within sub-clause (1) above;
- (3) a person carrying on business in partnership with the director or with any person falling within sub-clause (1) or (2) above;
- (4) an institution which is controlled -
  - (a) by the director or any connected person falling within sub-clause (1), (2), or (3) above; or
  - (b) by two or more persons falling within sub-clause 4(a), when taken together

- (5) a body corporate in which -
  - (a) the director or any connected person falling within sub-clauses (1) to (3) has a substantial interest; or
  - (b) two or more persons falling within sub-clause (5) (a) who, when taken together, have a substantial interest.
  - (c) Schedule 5 of the Charities Act (Northern Ireland) 2008 applies for the purposes of interpreting the terms used in this article.

'director' means a director of the company, and includes any person occupying the position of director, by whatever name called. The directors are charity trustees as defined by section 180 of the Charities Act (Northern Ireland) 2008;

'document' includes, unless otherwise specified, any document sent or supplied in electronic form;

'electronic form' has the meaning given in section 1168 of the Companies Act 2006;

'the IFA' means the Irish Football Association Limited;

'the IFA board' means the board of Irish Football Association Limited;

'IFA member' means a club, association or league which is a member of the Irish Football Association Limited:

'member' has the meaning given in section 112 of the Companies Act 2006;

'ordinary resolution' has the meaning given in section 282 of the Companies Act 2006;

'proxy notice' has the meaning given in article 22;

'officers' includes the directors and the secretary (if any);

'the seal' means the common seal of the charity if it has one;

'secretary' means any person appointed to perform the duties of the secretary of the charity;

'special resolution' has the meaning given in section 283 of the Companies Act 2006;

'subsidiary' has the meaning given in section 1159 of the Companies Act 2006;

'the United Kingdom' means Great Britain and Northern Ireland.

- 2.2 Words importing one gender must include all genders, and the singular includes the plural and vice versa.
- 2.3 Unless the context otherwise requires words or expressions contained in the articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when this constitution becomes binding on the charity.
- 2.4 Apart from the exception mentioned in the previous paragraph a reference to an Act of the Legislative Assembly or Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

#### 3. LIABILITY OF MEMBERS

- 3.1 The liability of the members is limited to a sum not exceeding £10, being the amount that each member undertakes to contribute to the assets of the charity in the event of its being wound up while he, she or it is a member or within one year after he, she or it ceases to be a member, for:
- 3.1.1 payment of the charity's debts and liabilities incurred before he, she or it ceases to be a member:
- 3.1.2 payment of the costs, charges and expenses of winding up; and
- 3.1.3 adjustment of the rights of the contributories among themselves.

#### 4. OBJFCTS

4.1.1 The charity's objects (the Objects) are specifically restricted to the following:

the advancement of amateur football, youth football, schools football and futsal in accordance with the remit of the Irish Football Association, for the benefit of the general public in any part of Northern Ireland, by ensuring that due attention is given to the physical education of such persons and with a view to furthering that object, by providing funds and assisting in the organisation and provision of facilities which will enable and encourage such persons to participate in physical recreation and football or futsal (as appropriate) with a focus on local grassroots participation, and delivering on all strategies implemented and adopted by the Irish Football Association:

- 4.1.2 to advance education by providing work experience and support to educational establishments and extra-curricular educational groups (targeting young people, NEETS and areas of social need) and by developing and offering accredited education programmes which use football as a hook for education including youth coach education courses, Show Racism the Red Card Workshops and referee beginner courses;
- 4.1.3 in the interests of social welfare to provide funds or to organise or provide facilities for recreation in local communities across Northern Ireland for persons who by reason of their youth or social and economic circumstances have need for such funds or facilities with the object of improving the conditions of life and experiences for the persons for whom the same are provided;
- 4.1.4 to advance the health and wellbeing of the people of Northern Ireland by leading on the development of a Northern Ireland wide football and positive mental health campaign and veterans football plan for men and women;
- 4.1.5 to educate the public in relation to the heritage, history and development of football in Northern Ireland and in particular (but not exclusively) by establishing, maintaining and operating a heritage centre open to the public for the permanent exhibition and preservation of sports memorabilia and other items of educational and/or historic value or significance; and
- 4.1.6 the promotion of such other charitable purposes according to the laws applicable in Northern Ireland, whilst adopting an inclusive approach so that all members of the community have access to our initiatives, regardless of background, gender, religion, politics, race or sexual orientation, in support of the wider charitable objectives of the Irish Football Association.
- 4.2 Nothing in the articles will authorise an application of the property of the charity for purposes, which are not charitable in accordance with section 2 of the Charities Act (Northern Ireland) 2008.
- 4.3 For the avoidance of doubt, the system of law governing the articles of association of the charity is the law of Northern Ireland.

#### 5. POWFRS

5.1.1 The charity has power to do anything, which is calculated to further its Object, or is conducive or incidental to doing so. In particular, the charity

- has power: to raise funds. In doing so, the charity must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations;
- 5.1.2 to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 5.1.3 to sell, lease or otherwise dispose of all or any part of the property belonging to the charity. In exercising this power, the charity must comply as appropriate with any provisions of the Charities Act for the time being in force;
- 5.1.4 to borrow money and to charge the whole or any part of the property belonging to the charity as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The charity must comply as appropriate with any provisions of the Charities Act of the time being in force, if it wishes to mortgage land;
- 5.1.5 to promote and organise co-operation in the achievement of the above objects with other charities, voluntary bodies and statutory authorities and to that end to exchange information and advice with them and work in association with other charities, local authorities and voluntary organisations engaged in the furtherance of the above objects in the area of benefit;
- 5.1.6 to establish or support any charitable trusts, associations, organisations or institutions formed for any of the charitable purposes included in the Objects;
- 5.1.7 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity;
- 5.1.8 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- 5.1.9 to employ and remunerate such staff as are necessary for carrying out the work of the charity. The charity may employ or remunerate a director only to the extent it is permitted to do so by article 7 and provided it complies with the conditions in that article;

#### 5.1.10 to:

- (1) deposit or invest funds;
- (2) employ a professional fund-manager; and
- (3) arrange for the investments or other property of the charity to be held in

the name of a nominee;

- in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act (Northern Ireland) 1958 and the Trustee Act (Northern Ireland) 2001;
- 5.1.11 to provide indemnity insurance for the directors in accordance with, and subject to the conditions in, section 93 of the Charities Act (Northern Ireland) 2008;
- 5.1.12 to pay out of the funds of the charity the costs of forming and registering the charity both as a company and as a charity;
- 5.1.13 to establish or acquire subsidiary companies;
- 5.1.14 to enter into contracts to provide services to or on behalf of other bodies;
- 5.1.15 to vet, recruit and train volunteers with relevant skills to carry out the objects of the charity; and
- 5.1.16 to pursue the principle object of the company in any part of the world and to procure the company to be registered as a recognised charity in any country or place in any part of the world whether in the United Kingdom, Republic of Ireland, the European Union or elsewhere.

#### 6. APPLICATION OF INCOME AND PROPERTY

- 6.1 The income and property of the charity must be applied solely towards the promotion of the Objects.
- 6.2 Director's entitlement:
- 6.2.1 A director is entitled to be reimbursed from the property of the charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the charity.
- 6.2.2 A director may benefit from trustee indemnity insurance cover purchased at the charity's expense in accordance with, and subject to the conditions in, section 93 of the Charities Act (Northern Ireland) 2008;
- 6.2.3 A director may receive an indemnity from the charity in the circumstances specified in article 58.
- 6.2.4 A director may not receive any other benefit or payment unless it is authorised by article 7.
- 6.3 Subject to article 7, none of the income or property of the charity may

- be paid or transferred directly or indirectly, by way of dividend bonus or otherwise, by way of profit to any member of the charity. This does not prevent a member receiving:
- 6.3.1 a benefit from the charity in the capacity of a beneficiary of the charity;
- 6.3.2 reasonable and proper remuneration for any goods or services supplied to the charity including, but not limited to, payroll, personnel and finance services provided by a member of the charity.

#### 7. GENERAL PROVISIONS

- 7.1 No director or connected person may:
- 7.1.1 buy any goods or services from the charity on terms preferential to those applicable to members of the public;
- 7.1.2 sell goods, services, or any interest in land to the charity;
- 7.1.3 be employed by, or receive any remuneration from, the charity;
- 7.1.4 receive any other financial benefit from the charity;
  unless the payment is permitted by sub-clause 7.2 of this article, or
  authorised by the court or the Charity Commission. In this article, a
  'financial benefit' means a benefit, direct or indirect, which is either money
  or has a monetary value.
- 7.2 Circumstances in which charity directors or connected persons may benefit:
- 7.2.1 A director or connected person may receive a benefit from the charity in the capacity of a beneficiary of the charity provided that only a minority of the directors benefit in this way.
- 7.2.2 A director or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the charity where that is permitted in accordance with, and subject to the conditions in, sections 88, 89 and 90 of the Charities Act (Northern Ireland) 2008.
- 7.2.3 Subject to sub-clause 7.3 of this article a director or connected person may provide the charity with goods that are not supplied in connection with services provided to the charity by the director or connected person.
- 7.2.4 A director or connected person may receive interest on money lent to the charity at a reasonable and proper rate, which must be not more than the

- Bank of England bank rate (also known as the base rate).
- 7.2.5 A director or connected person may receive rent for premises let by the director or connected person to the charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The director concerned must withdraw from any meeting at which such a proposal, the rent, or other terms of the lease are under discussion.
- 7.2.6 A director or connected person may take part in the normal trading and fundraising activities of the charity on the same terms as members of the public.
- 7.3 Payment for supply of goods only The charity and its directors may only rely upon the authority provided by sub-clause 7.2.3 of this article if each of the following conditions is satisfied:
- 7.3.1 The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the charity or its directors (as the case may be) and the director or connected person supplying the goods ('the supplier') under which the supplier is to supply the goods in question to or on behalf of the charity;
- 7.3.2 The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in guestion;
- 7.3.3 The other directors must be satisfied that it is in the best interests of the charity to contract with the supplier rather than with someone who is not a director or connected person. In reaching that decision, the directors must balance the advantage of contracting with a director or connected person against the disadvantages of doing so;
- 7.3.4 The supplier must be absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the charity;
- 7.3.5 The supplier must not vote on any such matter and must not to be counted when calculating whether a quorum of directors is present at the meeting;
- 7.3.6 The directors must have had regard to any guidance given by the Commission concerning the making of such agreements before entering into an agreement with the supplier;
- 7.3.7 The reason for their decision must be recorded by the directors in the minute book:

- 7.3.8 The number of directors in receipt of remuneration or payments authorised by article 7 or connected to a supplier must form a minority of those then in office; and
- 7.3.9 The duty of care in section 1(1) of the Trustee Act (Northern Ireland) 2001 is applied to each director when making such a decision as mentioned in Article 7.3.3.
- 7.4 In sub-clauses 7.1, 7.2 and 7.3 of this article:
- 7.4.1 'charity' includes any company in which the charity:
  - (1) holds more than 50% of the shares; or
  - (2) controls more than 50% of the voting rights attached to the shares; or
  - (3) has the right to appoint one or more directors to the board of the company.
- 7.4.2 'connected person' includes any person within the definition in article 2 'Interpretation'.

## 8. DECLARATION OF DIRECTOR'S INTERESTS

A director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the charity, or in any transaction or arrangement entered into by the charity, which has not previously been declared. A director must absent himself or herself from any discussions of the charity directors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the charity and any personal interest (including but not limited to any personal financial interest). Such a director must not be counted in any vote or quorum on this matter.

## 9. CONFLICTS OF INTERESTS AND CONFLICTS OF LOYALTIES

- 9.1 If a conflict of interests arises for a director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the articles, the unconflicted directors may authorise such a conflict of interests where the following conditions apply:
- 9.1.1 the conflicted director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

- 9.1.2 the conflicted director does not vote on any such matter and is not to be counted when considering whether a quorum of directors is present at the meeting; and
- 9.1.3 the unconflicted directors consider it is in the interests of the charity to authorise the conflict of interests in the circumstances applying.
- 9.2 In this article, a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict, which does not involve a direct or indirect benefit of any nature to a director or to a connected person.

#### 10. MFMBFRS

- 10.1 The subscribers to the memorandum are the first members of the charity.
- 10.2 No individual or organisation shall become a member of the charity unless:
- 10.2.1 it has applied to the charity annually in the form required by the directors; and
- 10.2.2 is approved by the directors.
- 10.3 The directors may in their absolute discretion accept or decline to accept any application for membership and need not give reasons for doing so. The decision of the directors shall be final and against whose decision there shall be no appeal.
- 10.4 Membership is not transferable.
- 10.5 The directors must keep a register of names and addresses of the members.

#### 11. CLASSES OF MEMBERSHIP

- 11.1 The directors may establish classes of membership with different rights and obligations and must record the rights and obligations in the register of members.
- 11.2 The directors may not directly or indirectly alter the rights or obligations attached to a class of membership other than in accordance with article 11.3.
- 11.3 The rights attached to a class of membership may only be varied if:

- 11.3.1 three-quarters of the members of that class consent in writing to the variation; or
- 11.3.2 a special resolution is passed at a separate general meeting of the members of that class agreeing to the variation.
- 11.4 The provisions in the articles about general meetings must apply to any meeting relating to the variation of the rights of any class of members.

#### 12. TERMINATION OF MEMBERSHIP

- 12.1 Membership is terminated if:
- 12.2 the member resigns by written notice of at least one month to the charity, provided that the member is not in breach of any of its obligations to the charity and that there are no outstanding disciplinary hearings or complaints outstanding against the member, unless, after the resignation, there would be less than two members:
- 12.3 any sum due from the member to the charity is not paid in full within six months of it falling due;
- 12.4 the member is removed from membership by a resolution of the directors that it is in the best interests of the charity that his or her or its membership is terminated. A resolution to remove a member from membership may only be passed if:
- 12.4.1 the member has been given at least twenty-one days' notice in writing of the meeting of the directors at which the resolution will be proposed and the reasons why it is to be proposed;
- 12.4.2 the member or, at the option of the member, the member's representative (who need not be a member of the charity) has been allowed to make representations to the meeting.
- 12.5 An appeal against any such decision shall be heard by way of a general meeting of the charity.
- 12.6 If any member shall cease to be a member, for any reason, it shall remain liable for and shall pay to the charity all monies which may be due by it to the charity. The charity shall not be liable for any debts or obligations of any member.

#### 13. GENERAL MEETINGS

- 13.1 The charity must hold its first annual general meeting within eighteen months after the date of its incorporation.
- 13.2 An annual general meeting must be held in each subsequent year and not more than fifteen months may elapse between successive annual general meetings.

## 14. CALLING GENERAL MEETINGS

The directors may call a general meeting at any time.

#### 15. NOTICE OF GENERAL MEETINGS

- 15.1.1 The minimum periods of notice required to hold a general meeting of the charity are:
- 15.1.2 twenty-one clear days for an annual general meeting or a general meeting called for the passing of a special resolution;
- 15.2 fourteen clear days for all other general meetings.
- 15.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights.
- 15.3 The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006 and article 22.
- 15.4 The notice must be given to all the members and to the directors and auditors.
- 15.5 Attached to any notice of a general meeting there shall be a ticket authorising admission and stating the number of votes, if any, to which the member is entitled.
- 15.6 A member or members proposing a resolution for the annual general meeting shall be required to submit in writing to the chairman not later than 30 April in each year.

#### 16. OMISSION OF NOTICE OF GENERAL MEETINGS

The proceedings at a meeting will not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the charity.

#### 17. PROCEEDINGS AT GENERAL MEETINGS

- 17.1 No business shall be transacted at any general meeting unless a quorum is present.
- 17.2 A quorum is:
- 17.2.1 one member present in person or by proxy or through their duly authorised representatives and entitled to vote upon the business to be conducted at the meeting; or
- 17.2.2 one tenth of the total membership at the time whichever is the greater.
- 17.3 The authorised representative of a member organisation must be counted in the quorum.
- 17.4 No person shall be admitted to any general meeting unless such person has an admission ticket as provided for by article 15.5, unless such a person has been specifically invited to attend by the members.
- 17.5 An agenda setting out the proposed business of the meeting shall be prepared and circulated to the members not less than three working days before the day of the meeting.
- 17.6 The order of business at meetings shall be as follows:
- 17.6.1 Declarations of interest:
- 17.6.2 Apologies for non-attendance;
- 17.6.3 Approval of the minutes of the preceding meeting and signature by the chairman;
- 17.6.4 Matters arising;
- 17.6.5 Chairman's remarks;
- 17.6.6 Any reports;
- 17.6.7 Such other business as may be determined in advance by the chairman;
- 17.6.8 Any other business; and

- 17.6.9 Date and time of next meeting (if applicable).
- 17.7 The rules of debate at any such meeting shall be as follows:
- 17.7.1 A member when speaking shall address the chairman. Where two or more members attempt to speak, the chairman will decide the order of their addressing the meeting. No speech shall exceed three minutes except by consent of the chairman;
- 17.7.2 If unfinished business remains after a period of two and a half hours, the meeting shall stand adjourned unless either a majority present agrees that this clause be suspended or any failure to comply with this clause is accidental

## 18. QUORUM AT GENERAL MEETINGS

- 18.1 If a quorum is not present within half an hour from the time appointed for the meeting; or
  - during a meeting a quorum ceases to be present; the meeting must be adjourned to such time as subject to article 18.2 and place as the directors determine.
- 18.2 The directors must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting.
- 18.3 If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting it shall stand adjourned until another date.

#### 19. CHAIRPERSON

- 19.1 General meetings must be chaired by the person who has been appointed to chair meetings of the directors.
- 19.2 If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a director nominated by the directors must chair the meeting.
- 19.3 If there is only one director present and willing to act, he or she must chair the meeting.

19.4 If no director is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting.

#### 20. ADJOURNMENT

- 20.1 The Chairman may, with the consent of the meeting, adjourn any meeting at which a quorum may be present from time to time and from place to place.
- 20.2 The person who is chairing the meeting must decide the date, as subject to article 20.4, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
- 20.3 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- 20.4 If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice must be given of the reconvened meeting stating the date, time and place of the meeting.

#### 21. RESOLUTIONS

- 21.1 Decisions at general meetings must be made by passing resolutions:
- 21.1.1 Decisions involving an alteration of the articles and other decisions so required by statute must be made by special resolution. A special resolution is one passed by a majority of not less than 75% present (in person, or through an authorised representative or by proxy) and voting at a general meeting.
- 21.1.2 All other decisions shall be made by ordinary resolution requiring a simple majority of members present (in person, or through an authorized representative or by proxy) and voting.
- 21.2 Any vote at a meeting must be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded:
- 21.2.1 by the person chairing the meeting; or

- 21.2.2 by at least two members present in person or by proxy and having the right to vote at the meeting; or
- 21.2.3 by a member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
- 21.3 The declaration by the person who is chairing the meeting of the result of a vote must be conclusive unless a poll is demanded. The result of the vote must be recorded in the minutes of the charity but the number or proportion of votes cast need not be recorded.
- 21.4 The chairman at all general meetings of the charity shall have a casting vote.
- 21.5 It shall be deemed a breach of the Articles for any member or a representative of a member directly or indirectly to offer any bribe, consideration or other improper inducement to any other member or representative of a member for the purpose of procuring a vote on any matter and for any member or representative of a member to accept such offer.
- 21.6 A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting. If the demand for a poll is withdrawn the demand does not invalidate the result of a show of hands declared before the demand was made.
- 21.7 A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll. The result of the poll is deemed to be the resolution of the meeting at which the poll is demanded.
- 21.8 Polls:
- 21.8.1 A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately;
- 21.8.2 A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs;
- 21.8.3 The poll must be taken within thirty days after it has been demanded;

- 21.8.4 If the poll is not taken immediately at least seven clear days' notice must be given specifying the time and place at which the poll is to be taken; and
- 21.8.5 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

#### 22. CONTENT OF PROXY NOTICES.

- 22.1 Proxies may only validly be appointed by a notice in writing (a 'proxy notice') which:
- 22.1.1 states the name and address of the member appointing the proxy;
- 22.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- 22.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
- 22.1.4 is delivered to the charity in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- 22.2 The charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 22.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 22.4 Unless a proxy notice indicates otherwise, it must be treated as:
- 22.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- 22.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

#### 23. DELIVERY OF PROXY NOTICES.

- 23.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the charity by or on behalf of that person.
- 23.2 An appointment under a proxy notice may be revoked by delivering to the

- charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 23.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 23.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

#### 24. WRITTEN RESOLUTIONS

- 24.1 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting is effective provided that:
- 24.1.1 a copy of the proposed resolution has been sent to every eligible member;
- 24.1.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution; and
- 24.1.3 it is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date.
- 24.2 A resolution in writing may comprise several copies to which one or more members have signified their agreement.
- 24.3 In the case of a member that is an organisation, its authorised representative may signify its agreement.

#### 25. VOTES OF MEMBERS

Subject to article 11 and article 21.4, every member, whether an individual or an organisation has one vote.

## 26. OBJECTION TO QUALIFICATION OF VOTER

Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting must be final.

#### 27. REPRESENTATIVES AT MEETINGS

- 27.1 Any organisation that is a member of the charity may nominate any person to act as its representative at any meeting of the charity.
- 27.2 The organisation must give written notice to the charity of the name of its representative. The representative is not entitled to represent the organisation at any meeting unless the notice has been received by the charity. The representative may continue to represent the organisation until written notice to the contrary is received by the charity.
- 27.3 Any notice given to the charity will be conclusive evidence that the representative is entitled to represent the organisation or that his or her authority has been revoked. The charity is not required to consider whether the representative has been properly appointed by the organisation.

#### 28. DIRECTORS

- 28.1 A director must be a natural person aged 16 years or older.
- 27.2 No one may be appointed a director if he or she would be disqualified from acting under the provisions of article 33.

#### 29. FIRST DIRECTORS

The first directors must be those persons notified to Companies House as the first directors of the charity.

#### 30. ALTERNATE DIRECTORS

A director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the directors.

#### 31. POWERS OF DIRECTORS

- 31.1 The directors must manage the business of the charity and may exercise all the powers of the charity unless they are subject to any restrictions imposed by the Companies Acts, the articles or any special resolution.
- 31.2 No alteration of the articles or any special resolution shall have retrospective effect to invalidate any prior act of the directors.

Any meeting of directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the directors.

#### 32. APPOINTMENT OF DIRECTORS

- 32.1 Subject to article 32.2 the charity may by ordinary resolution appoint a person who is willing to act as a director.
- 32.2 The charity may appoint:
- 32.2.1 up to three independent directors appointed following an appointment process to be prescribed by the charity and/or the directors. Their tenure on the board shall be three years from the date of their appointment and they shall be eligible for renewal of their appointment (without public advertisement, but following endorsement by the IFA board) for a maximum of two more three year periods. The charity will also have the discretion to extend the engagement of an appointed independent director beyond the nine year overall period for a maximum of one further year when it is considered necessary for maintaining continuity and experience on the board; and
- 32.2.2 up to two representatives of the IFA appointed, or removed, as a director by notice in writing to the charity by the IFA. The appointed representatives shall be entitled to hold office for three years from the date of their election and be eligible for re-election for a maximum of two further three-year periods. Notice of any impending vacancy on the board shall be given to the IFA board not less than 3 months prior to the election to fill such a vacancy.
- 32.3 Candidates for appointment under article 32.2.1 shall meet the following criteria
- 32.3.1 experience of management in the private, public or voluntary sectors;
- 32.3.2 awareness of corporate governance; and
- 32.3.3 any other skills and experience specified by charity and/or directors as a requirement for each appointment.
- 32.4 It is proposed that the chairman of the board of directors may be appointed from amongst those appointed under article 32.2.1, unless otherwise resolved by the directors.

- 32.5 The directors and/or the charity may appoint the chief executive of the IFA as a director, for so long as he remains chief executive, or appoint him as company secretary.
- 32.6 The directors shall, following election, undertake training and appraisal in the role of being a director.
- 32.7 The directors shall not be simultaneously be directors of the IFA.

#### 33. APPOINTMENT OF OBSERVERS

- 33.1 A majority of the members shall be entitled to appoint or remove by written notice up to two observers to the board, who shall not be statutory directors of the Company for the purposes of the Companies Act.
- 33.2 The observers shall be entitled to:
- 33.2.1 receive notice of board meetings;
- 33.2.2 receive any papers in relation to any board meeting; and
- 33.2.3 attend all board meetings.
- 33.3 The observers shall be entitled to speak but shall not be entitled to vote in any board meetings.
- 33.4 The appointed observers shall be entitled to act as observers for three years from the date of their appointment and be eligible for re-appointment for a maximum of two further three-year periods.

#### 34. DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 34.1 A director must cease to hold office if he or she:
- 34.1.1 has been a director for longer than the periods allowable under article 32.2;
- 34.1.2 ceases to be a director by virtue of any provision in the Companies Acts or is prohibited by law from being a director;
- 34.1.3 is disqualified from acting as a trustee by virtue of sections 86 of the Charities Act (Northern Ireland) 2008 (or any statutory reenactment or modification of those provisions);
- 34.1.4 ceases to be a member of the charity;
- 34.1.5 in the written opinion, given to the company, of a registered medical practitioner treating that person, has become physically or mentally

- incapable of acting as a director and may remain so for more than three months;
- 34.1.6 becomes bankrupt or compounds or makes an arrangement with his creditors:
- 34.1.7 by his wilful actions puts the charity at legal or financial risk;
- 34.1.8 resigns as a director by notice to the charity (but only if at least two directors will remain in office when the notice of resignation is to take effect); and
- 34.1.9 is absent without the permission of the directors from all their meetings held within a period of six consecutive months and the directors resolve that his or her office be vacated.

#### 35. REMUNERATION OF DIRECTORS

The directors must not be paid any remuneration unless it is authorised by Article 7

## 36. QUORUM OF DIRECTORS' MEETING

- 36.1 No decision may be made by a meeting of the directors unless a quorum is present at the time the decision is purported to be made. 'Present' includes being present by suitable electronic means agreed by the directors in which a participant or participants may communicate with all the other participants.
- 36.2 The quorum must be three, or the number nearest to one-half of the total number of directors, whichever is the greater, or such larger number as may be decided from time to time by the directors.
- 36.3 A director must not be counted in the quorum present when any decision is made about a matter upon which that director is not entitled to vote.

#### 37. PROCFEDINGS OF DIRECTORS

- 37.1 The directors may regulate their proceedings as they think fit, subject to the provisions of the articles.
- 37.2 Any director may call a meeting of the directors.

- 37.3 The secretary (if any) must call a meeting of the directors if requested to do so by a director.
- 37.4 Questions arising at a meeting must be decided by a majority of votes.
- 37.5 In the case of an equality of votes, the person who is chairing the meeting has a second or casting vote, as stated in clause 21.4.
- 37.6 A meeting may be held by suitable electronic means agreed by the directors in which each participant may communicate with all the other participants.

## 38. UNFULFILLED QUORUM

If the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.

#### 39. CHAIRPERSON

- 39.1 The directors must appoint a director to chair their meetings and may at any time revoke such appointment.
- 39.2 If no one has been appointed to chair meetings of the directors or if the person appointed is unwilling to preside or is not present within fifteen minutes after the time appointed for the meeting, the directors present may appoint one of their numbers to chair that meeting.
- 39.3 The person appointed to chair meetings of the directors must have no functions or powers except those conferred by the articles or delegated to him or her by the directors.

#### 40. DIRECTORS' WRITTEN RESOLUTIONS

40.1 A resolution in writing signed by all the directors on the matter will be as valid and effectual as if it had been passed at a meeting of the directors duly convened and held and may consist of several documents in like form each signed by one or more directors. The date of a written resolution will be the date on which the last director entitled to vote signs.

- 40.2 A resolution which is approved by email in accordance with this clause will be as valid and effectual as if it had been passed at a directors meeting duly convened and held, provided the following conditions are complied with:
- 40.2.1 such a resolution must be approved by email by all the directors entitled to vote on the matter;
- 40.2.2 approval must be received by the person nominated in advance by the directors for that purpose (the "recipient"); and
- 40.2.3 approval from a director must be sent from an email address previously notified in writing (not using electronic means) by that director to the charity as intended for use by that director for the purpose.
- 40.3 Following receipt of all responses on any resolution, the recipient shall circulate a further email to all of the directors confirming whether the resolution has been formally approved by the directors in accordance with this clause
- 40.4 The date of a resolution shall be the date of the email from the recipient confirming formal approval.

#### 41. DFI FGATION

- 41.1 The directors may delegate any of their powers or functions to a committee of two or more directors but the terms of any delegation must be recorded in the minute book.
- 41.2 The directors may impose conditions when delegating, including the conditions that:
- 41.2.1 the relevant powers are to be exercised exclusively by the committee to whom they delegate; and
- 41.2.2 no expenditure may be incurred on behalf of the charity except in accordance with a budget previously agreed with the directors.
- 41.3 The directors may revoke or alter a delegation.
- 41.4 All acts and proceedings of any committees must be fully and promptly reported to the directors.

#### 42. VALIDITY OF DIRECTORS' DECISIONS

- 42.1 Subject to article 40.2, all acts done by a meeting of directors, or of a committee of directors, are valid notwithstanding the participation in any vote of a director:
- 42.1.1 who was disqualified from holding office;
- 42.1.2 who had previously retired or who had been obliged by the articles of association to vacate office;
- 42.1.3 who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;

if without:

- 42.1.4 the vote of that director; and
- 42.1.5 that director being counted in the quorum;
  - the decision has been made by a majority of the directors at a quorate meeting.
- 42.2 Article 40.1 does not permit a director or a connected person to keep any benefit that may be conferred upon him or her by a resolution of the directors or of a committee of directors if, but for article 40.1, the resolution would have been void, or if the director has not complied with article 8.

### 43. SEAL

If the charity has a seal, it must only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who must sign any instrument to which the seal is affixed and unless otherwise so determined it must be signed by a director and by the secretary (if any) or by a second director.

#### 44. MINUTES

- 44.1 The directors must keep minutes of all:
- 44.1.1 proceedings at meetings of the charity; and
- 44.1.2 meetings of the directors and committees of directors including:
  - (1) the names of the directors present at the meeting;

- (2) the decisions made at the meetings; and
- (3) where appropriate the reasons for the decisions.

#### 45. ACCOUNTS

- 45.1 The directors must prepare for each financial year accounts as required by the Companies Acts. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.
- 45.2 The accounts of the charity shall be prepared to 31 December in each year.
- 45.3 No member shall have any right of inspecting any accounting records or other books or documents of the charity except as conferred by statute or authorised by the charity in a general meeting.
- 45.4 The directors must keep accounting records as required by the Companies Act and charity legislation.

#### 46. ANNUAL REPORT AND RETURN AND REGISTER OF CHARITIES.

- 46.1 The annual report of the charity shall be prepared to 31 December in each year.
- 46.2 The directors must comply with the requirements of the Charities Act (Northern Ireland) 2008 once commenced with regard to the:
- 46.2.1 preparation of the statements of account and the transmission of a copy of it to the Commission;
- 46.2.2 preparation of an Annual Report and the transmission of a copy of it to the Commission;
- 46.2.3 preparation of an Annual Return and its transmission to the Commission; and
- 46.2.4 the auditing or independent examination of the statement of account of the charity.
- 46.3 The directors must notify the Commission promptly of any changes to the charity's entry on the register of charities.

#### 47. MEANS OF COMMUNICATION TO BE USED

- 47.1 Subject to the articles, anything sent or supplied by or to the charity under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the charity.
- 47.2 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

#### 48. NOTICES

- 48.1 Any notice to be given to or by any person pursuant to the articles:
- 48.1.1 must be in writing; or
- 48.1.2 must be given in electronic form.

#### 49. NOTICE TO MEMBERS

- 49.1 The charity may give any notice to a member either:
- 49.1.1 personally; or
- 49.1.2 by sending it by post in a prepaid envelope addressed to the member at his or her address; or
- 49.1.3 by giving it in electronic form to the member's address.
- 49.2 A member who does not register an address with the charity or who registers only a postal address that is not within the United Kingdom is not entitled to receive any notice from the charity.

#### 50. DEFMED NOTICE

A member present in person at any meeting of the charity is deemed to have received notice of the meeting and of the purposes for which it was called.

#### 51. PROOF OF NOTICE

- 51.1 Proof that an envelope containing a notice was properly addressed, prepaid and posted is conclusive evidence that the notice was given.
- 51.2 Proof that an electronic form of notice was given is conclusive where the company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006.
- 51.3 In accordance with section 1147 of the Companies Act 2006 notice is deemed to be given:
- 51.3.1 48 hours after the envelope containing it was posted; or
- 51.3.2 in the case of an electronic form of communication, 48 hours after it was sent.

### 52. INDEMNITY

- 52.1 The charity may indemnify a relevant director against any liability incurred in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006.
- 52.2 In this article a 'relevant director' means any director or former director of the charity.
- 52.3 The charity shall have the power to purchase and maintain insurance for or for the benefit of any members and directors of the charity, including insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the charity.

### 53. INDEMNIFICATION OF AUDITOR

- 53.1 The charity may indemnify an auditor against any liability incurred by him or her or it
- 53.1.1 in defending proceedings (whether civil or criminal) in which judgment is given in his or her or its favour or he or she or it is acquitted; or

53.1.2 in connection with an application under section 1157 of the Companies Act 2006 (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

#### 54. RULES

- 54.1 The directors may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the charity.
- 54.2 The bye laws may regulate the following matters but are not restricted to them:
- 54.2.1 the admission of members of the charity (including the admission of organisations to membership) and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members;
- 54.2.2 the conduct of members of the charity in relation to one another, and to the charity's employees and volunteers;
- 54.2.3 the setting aside of the whole or any part or parts of the charity's premises at any particular time or times or for any particular purpose or purposes;
- 54.2.4 the procedure at general meetings and meetings of the directors in so far as such procedure is not regulated by the Companies Acts or by the articles;
- 54.2.5 generally, all such matters as are commonly the subject matter of company rules.
- 54.3 The charity in general meeting has the power to alter, add to or repeal the rules or bye laws.
- 54.4 The directors must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the charity.
- 54.5 The rules or byelaws must be binding on all members of the charity. No rule or byelaw shall be inconsistent with, or shall affect or repeal anything contained in, the articles.

#### 55. DISPUTES

If a dispute arises between members of the charity about the validity or propriety of anything done by the members of the charity under these articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

#### 56. DISSOLUTION

- 56.1 The members of the charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the charity after all its debts and liabilities have been paid, or provision has been made for them, must on or before the dissolution of the charity be applied or transferred in any of the following ways:
- 56.1.1 directly for the Objects; or
- 56.1.2 by transfer to any charity or charities for purposes similar to the Objects; or
- 56.1.3 to any charity or charities for use for particular purposes that fall within the Objects.
- 56.2 Subject to any such resolution of the members of the charity, the directors of the charity may at any time before and in expectation of its dissolution resolve that any net assets of the charity after all its debts and liabilities have been paid, or provision made for them, must on or before dissolution of the charity be applied or transferred:
- 56.2.1 directly for the Objects; or
- 56.2.2 by transfer to any charity or charities for purposes similar to the Objects; or
- 56.2.3 to any charity or charities for use for particular purposes that fall within the Objects.
- 56.3 In no circumstances must the net assets of the charity be paid to or distributed among the members of the charity, (except to a member that is itself a charity) and if no resolution in accordance with article 55.1 is passed by the members or the directors the net assets of the charity must be applied for charitable purposes as directed by the Court or Commission.

# RULES - IRISH FA FOUNDATION LIMITED



# STANDING ORDERS

#### **DEFINITIONS**

1. In these standing orders, except where the context otherwise requires, the definitions and explanations contained in Articles 1 and 2.1 of the Irish Football Association Articles of Association shall apply mutatis mutandis.

#### PROCEDURE AT MEETINGS

- 2. Meetings of the Board for transaction of ordinary business shall be held on such dates and times and at such places as it shall decide.
- 3. An agenda setting out Board or committee business shall be prepared and circulated to members not less than three working days before the day of meeting. A meeting may be held at shorter notice if all members entitled to be present so agree.
- 4. Decisions shall be taken on a show of hands at all meetings unless a director calls for a recorded vote.
- 5. The chairman of any meeting shall have a casting vote save in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles or these Standing Orders, the chairman is not eligible to vote for the purposes of that meeting (or part of a meeting).
- 6. If the chairman and vice chairman are not present within ten minutes of the time appointed for holding a meeting, the members present shall choose one of their number to be chairman of that meeting.

#### ORDER OF BUSINESS AT MEETINGS

- 7. The order of business at meetings shall be:
  - a Declarations of interest
  - b. Apologies for non-attendance
  - c. Approval of the minutes of the preceding meeting (including electronic meetings in the case of the Board), and signature by the chairman
  - d. Matters arising
  - e. Chairman's remarks

- f. Report from the Foundation Director outlining the activities and targets of the Foundation
- g. Financial Report
- h. Such other business as may be determined in advance by the Chairman
- i. Any other business
- j. Date and time of next meeting.

#### **RULES OF DEBATE**

- 8. A member when speaking shall address the chairman. Where two or more members attempt to speak, the Chairman will decide the order of their addressing the meeting. No speech shall exceed three minutes except by consent of the Chairman.
- A member shall direct his speech to the question under discussion or to a
  point of order. A point of order shall relate only to an alleged breach of an
  identified standing order. The ruling of the Chairman on a point of order
  shall be final.
- 10. When a motion is under debate, no other motion shall be moved except the following:
  - a. To amend or adjourn the motion
  - b. That the question be now put
  - c. That a member be no longer heard
  - d. That a member leave the meeting
- 11. If unfinished business remains after a period of 2 1/2 hours, the meeting shall stand adjourned unless either a majority present agrees that this standing order be suspended or any failure to comply with this standing order is accidental.

#### RECORD OF MEETINGS

12. The Board and each committee shall keep minutes in some permanent, retrievable and verifiable format of their proceedings at their meetings. Without prejudice to the generality thereof, such minutes shall include but shall not be limited to the date and venue of the meeting, the names of

- those attending, the result of any election held, the text of and result of all resolutions proposed and other relevant deliberations.
- 13. Except with the prior approval of the Board or the relevant committee, no audio or video recorder or other instrument shall be used to record discussion at a meeting.
- 14. To enable The IFA Board to hold the IFA Foundation Board accountable it shall receive reports of Foundation Board meetings and the Chairman of the Foundation Board shall report in person to the IFA Board on at least one occasion per year.

#### INTERESTS OF BOARD AND COMMITTEE MEMBERS

- 15. Board and committee members shall have regard to IFA Article 21.1 and disclose interests accordingly.
- 16. The Association shall keep a register recording declarations of interest by Board and committee members and employees in any entity in which they or a close relative may be concerned and which could give rise to a conflict or duality of interest.
- 17. Board and committee members and employees are required to inform the Association of any new or changed interest, direct or indirect, pecuniary or otherwise.

#### INSPECTION OF DOCUMENTS

18. All reports made or minutes kept by any committee, and all documents presented to that committee, shall be open for inspection by any member of that committee.

#### **AUTHORITY OF BOARD AND COMMITTEE MEMBERS**

19. No member shall enter either orally or in writing into any contract or admit liability on behalf of the Foundation without the authority of the Board.

## **CONFIDENTIALITY OF PAPERS**

20. Board and committee members attending any meeting shall respect the confidentiality of all papers presented to that meeting or matters

- raised and decisions taken at that meeting.
- 21. The Association is subject to legislation protecting data held relating to individuals. Board and committee members and staff must not disclose such data for any purpose not permitted by the legislation.

### **BOARD DELEGATION**

22. The Board shall further prepare and keep under review a written Scheme of Delegation authorising the Chief Executive to take decisions in defined areas, up to approved monetary limits, without recourse to the Board.

#### AUDIT AND RISK COMMITTEE

23. The Board shall appoint one of their number to serve on the group Audit and Risk Committee, such member will report to the Foundation Board on meetings of ARC in connection with the Foundation.

#### COMMITTEES

24. Any sub-committee set up by the Board will act for one year from its inauguration.

#### CONDUCT AND CORPORATE GOVERNANCE

- 25. Board and committee members shall observe the Association's Code of Conduct. Board members should maintain good working knowledge of developing guidance in the field of corporate governance and conduct. Board members shall behave not in a narrow representative capacity but as directors independent of sectional interest and with responsibility for the whole range of the Association's business.
- 26. Members shall receive induction on joining the Board and undertake training relevant to their responsibilities, provide detail thereof for training records maintained by the Association and submit themselves for annual appraisal by the Chairman.
- 27. Annual appraisal of the Chairman shall be undertaken by the senior independent director of the IFA Board.
- 28. The Board shall agree and adopt a director induction, training and appraisal

- process for each of the Board members from time to time.
- 29. The Board and each of its committees shall also evaluate annually their own collective performance.
- 30. The Association should ensure that terms of appointment for each director are agreed, and that a service agreement is signed with effect from the date of appointment.
- 31. The Chairman shall prepare a statement of compliance with Charity Commission regulations for inclusion in the Foundation's annual report.
- 32. Board members must show commitment to their responsibilities and as evidence their attendances at Board meetings shall be summarised in the annual report.

## SELECTION OF INDEPENDENT BOARD MEMBERS

- 33. The Board should lead the process for board appointments in accordance with the Articles
- 34. On seeking to appoint an independent director, the board shall produce and agree the selection criteria (following an evaluation of the balance of skills, experience, independence and knowledge on the board) and a public advertisement.
- 35. Each applicant or nominee shall undergo a comprehensive interview and selection process. The interview panel shall be determined by the Board and shall include an independent panel member sourced from outside the Association. The process shall be validated by an independent person or body.

#### ALTERATIONS OF STANDING ORDERS

37. Standing orders may be altered by Board resolution, which shall require not less than three days' notice thereof to all Board members.

## DISTRIBUTION OF STANDING ORDERS

38. A printed copy of these standing orders, including a copy of the Articles and Code of Conduct, shall be given to each Board and committee member and shall be available for reference during office hours at premises of the Association.



# CODE OF CONDUCT

#### CODE OF CONDUCT

## **Applicability**

The IFA receives substantial public funding and provides a key service to the community as the body solely responsible for the administration and development of Association Football throughout Northern Ireland. Both the public and the Association's members are entitled to expect the highest standards of conduct from members of the IFA Board and its committees.

The aim of this Code is to

- (i) Provide assurance of those high standards, and
- (ii) Protect Board and committee members, both from criticism by others and from the effect of any misunderstanding they might themselves have of their responsibilities.

The Code applies to members of the Board and to committee members. It is a requirement that they acknowledge their awareness and acceptance of the content of the Code by signing a copy of it for retention with the Register of Interests maintained by the Association (see Appendix to this Code).

## **Principles**

You are expected to uphold the following principles.

**Selflessness**: You should take decisions based solely on the interests of the IFA in order to promote, foster and develop football for all in Northern Ireland and should not be influenced by any benefit for yourself or anyone else.

**Integrity:** You should not place yourself under any financial or other obligation to outside individuals or organisations that might influence you in the performance of your duties. You should declare any private interests relating to your responsibilities and take steps to resolve any conflict arising.

**Objectivity:** You should make certain that, in the administration and development of football, the appointment of staff or the awarding of contracts, you ensure impartiality and that decisions are based on merit alone.

**Independence**: You should work for the benefit of the game at all levels and not be influenced by any sectional interest.

**Accountability**: You should accept accountability for your decisions and actions to the Association, to its members, and to the providers of public funds, and submit yourself to whatever scrutiny is appropriate.

**Openness:** You should be as open as possible about all decisions and actions that you take. You should give reasons for your decisions and restrict information only when individual or commercial confidentiality so demand.

**Propriety:** You should be aware of the Articles of Association, Standing Orders, Regulations, and internal controls of the IFA and you should observe them scrupulously.

**Leadership**: You should promote and support these principles by leadership and example.

## **Financial Conduct**

Board and committee members have no authority as individuals to spend or benefit from IFA funds.

- 1. You should seek to safeguard IFA funds and resources from abuse, theft and waste.
- 2. You should be aware that it is potentially a serious criminal offence to receive or give any gift, loan, fee, reward or other advantage in return for the IFA showing favour to someone (or vice versa).
- Only modest hospitality, given or received, may be deemed acceptable.
   By way of example, provided that no extravagance is involved, hospitality received could include tokens of goodwill, working lunches or social functions where you represent the IFA.
- 4. You should not receive any payment, grant or loan from IFA funds except as reimbursement of legitimate expenses.
- 5. You should not use IFA premises or facilities (including telephones, postage, or secretarial support) in connection with your own personal work or interests.
- 6. You should not take any outside appointment that conflicts with the interests of the IFA.
- 7. You should avoid, where possible, the use for private purposes of suppliers, contractors and consultants used by the IFA. If such use is necessarily made, you should declare it in the Register of Interests.

- 8. You should record any actual or potential conflict of interest in the Register of Interests. In considering whether an interest should be declared, the test is whether a member of the public might reasonably think that a particular interest could influence your judgment in the course of your IFA duties. Not all interests need to be declared: for example, if an interest were extremely remote or immaterial, it might not reasonably be thought to influence your judgment.
- 9. Interests include not only your own direct interests but also those of your immediate family who are those family members, or members of your household, who may be expected to influence you in your dealings with the IFA. These include as a minimum your spouse, live-in partner, parent, child, brother, sister, and the spouses of any of these.
- 10. A potential conflict of interest should be identified at the earliest opportunity and notified to the chairman or relevant executive in advance of any meeting at which it will arise. Where such notification has taken place, you should not be issued with, consider or discuss papers relating to the matter in question. You should withdraw from the meeting during discussion of the matter and this should be noted in the minutes.
- 11. If you are present at a Board or committee meeting that is discussing an item that might be deemed to present a conflict for you that has not been identified in advance, you should declare the possibility of an interest. If the chairman considers that the interest is clear and material, you should take no part in the discussion or decision and leave the meeting.

# Relationships

- 1. You should show respect and courtesy to IFA staff. Close personal familiarity between you and individual staff members should be avoided.
- 2. You should observe impartially and fairly both the law and the Association's own procedures governing appointment, discipline and dismissal of staff. You should ensure that equality of opportunity is afforded to IFA staff and suppliers
- 3. You should not use informal channels to influence staff members on matters of IFA business.
- 4. You should not raise specific issues requiring a response at a meeting without giving prior notice either to the chairman or to the staff member responsible for that meeting.

# Confidentiality

- You should not use for your own benefit or (except as required or authorised in the course of your IFA duties) divulge to any person confidential information acquired in the course of your IFA duties. The word 'divulge' includes passing information to someone in confidence when you should reasonably expect that it could then be made public.
- 2. Confidential information includes information relating to:
  - The business or football activities of the IFA
  - The activities of individuals or bodies with whom the IFA has dealings
  - Matters affecting IFA members, players, referees, Board and committee members, and staff.
- 3. The above does not apply to:
  - Information already in the public domain, except when its earlier release or publication has been improper
  - Information that you are required to provide in the course of any legal process
  - Information provided in accordance with the IFA's whistle-blowing policy.
- 4. Any written or electronic records held by you that contain confidential information shall be the property of the IFA and shall be returned by you upon termination of your relevant IFA duties (or upon earlier request).
- 5. You should be aware that if, following due process and irrespective of any disciplinary procedure within the IFA, you are found to have breached the above confidentiality requirements the IFA may be obliged to report the matter to the police if it is deemed that your actions, or those of a person to whom you have divulged information, might be criminal.

# **Collective Responsibility**

You should not seek to undermine, or persuade others to contravene, the majority decision of the Board or committee of which you are a member.

#### IFA CODE OF ETHICS

This code is applicable to all Board and Committee members and staff of the Association, SDC and IFA Foundation, and the word 'Association' shall within the code be taken to mean the relevant body.

#### Introduction

All applicable persons will be bound by this code and shall fulfil and exercise their duties and responsibilities. All must refrain from any activity or behaviour or attempted activity or behaviour which might give rise to the appearance or suspicion of improper conduct.

# 2. Articles of Association, Football regulations, Standing Orders, Disciplinary Code

All applicable persons must abide by all the appropriate articles, regulations and codes as adopted by the appropriate Board.

Articles of Association 21

## 3. Neutrality

In all their dealings with government institutions and all national and international bodies all persons shall remain politically neutral.

Articles of Association 3

## 4. Loyalty

All persons shall have a duty of loyalty to the Irish FA, its officers, members, associations, leagues and clubs and to its rules and regulations as passed from time to time.

Articles of Association 3 and 21

## 5. Confidentiality

All information received as part of their role within the Association shall be treated as and held as confidential and must not be shared with any third party. This obligation remains after the termination of the person's role within the Association.

Articles of Association 13 5/14 9

Standing Orders 25/26

## 6. Reporting and Whistle Blowing

Persons who become aware of any infringement of the code must inform the CEO or Chairman in writing immediately outlining the breach, the person responsible and how the information was discovered.

IFA Whistle Blowing Policy

## 7. Co-operation

All persons shall assist and cooperate truthfully with any investigation, committee or commission properly constituted by the Association. They must not take any action intended to obstruct, evade, prevent or otherwise interfere with any such investigation or case.

IFA Disciplinary Code 1.5 and 37.13

## 8. Conflicts of interest

All persons must declare a conflict of interest when any matter in which they have, or may be perceived to have, an interest whether pecuniary or otherwise.

All persons shall annually complete an appropriate declaration of interests for themselves and their families.

Articles of Association 21

Football Regulations 44

Standing Orders 34

#### 9. Gifts

Small gifts may be accepted if they have a symbolic or trivial value and do not imply a request for any favourable treatment. The Board shall from time to time decide on the value of any gift which may be accepted. Any gift over that value must be reported and added to the gifts register and permission sought to enable this to be accepted.

It is a breach of the code to offer any gift or inducement to a third party.

IFA Board Policy

## 10. Discrimination and defamation

No one shall offend the dignity or integrity of the Association, its officers nor any third party through contemptuous, discriminatory or denigratory words or actions. This will include, but not be limited to any words or actions on account of race, skin colour, ethnicity, nationality, social origin,

gender, disability, language, religion, political opinion or sexual orientation.

Persons must not use offensive gestures or language to insult someone and shall not incite others to hatred or violence.

IFA Disciplinary Code 27

## 11. Forgery and Falsification

No person shall forge any document, falsify an authentic document or knowingly use a forged or falsified document.

IFA Disciplinary Code 30

## 12. Abuse of position

Persons shall not abuse their position in any way especially to take advantage of their position or for private gain.

Standing Orders 34

## 13. Betting, Gambling and similar activities

Persons shall be forbidden from participating in, either directly or indirectly, betting, gambling, lotteries or similar events or transactions related to football matches or competitions. All persons must abide by the regulations put in pace from time to time by the association to deal with much matters.

Football Regulations 45 - 47

# 14. Bribery

Persons shall not accept, give, promise, offer, receive, request or solicit any personal advantage (whether on their own or with third parties), nor shall they undertake any activity or behaviour that might give rise to the appearance or suspicion of the same.

IFA Disciplinary Code 31

## 15. Misappropriation of funds

Persons shall not misappropriate funds from the association or any member thereof

IFA Disciplinary Code

## 16. Manipulation of football matches or competitions

Persons are forbidden from being involved in the manipulation of

football matches and competitions. Such manipulation is defined as the unlawful influencing or alteration, directly (by act or omission) the result or any other aspect of a football match or competition whether for financial or sporting advantage.

Football Regulations 46

IFA Disciplinary Code 32

#### Breach of code

Any breach of the code shall in the first instance be reported to the IFA Board which shall decide on the process to be followed, whether a sanction is required or whether the matter should be referred to the IFA Disciplinary Committee to be further investigated and dealt with.

#### STATEMENT OF ADHERENCE BY BOARD AND COMMITTEE MEMBERS.

I acknowledge that I have read and understood the IFA Code of Conduct and the IFA Code of Ethics and will adhere to it.

Signed:	 	 	
5			
Print name: _	 	 	
Date:			

# IRISH FA GROUP HANDBOOK



