



CUP COMPETITION RULES 2017/18

1. CONTROL OF COMPETITION- RULES AND REGULATIONS

(a) The ownership, organisation, control and management of the Cup Competitions and any rights associated with it of any nature shall be vested entirely and exclusively in The North West Counties Football League (“the League”).

(b) The North West Counties League Management Committee (“the Board”) shall have the power to make, delete and amend regulations for the organisation, control and management of the Competition as it, from time to time deems expedient (the “Competition Rules”) subject only to the authority of the Board where such matters relate to financial or commercial matters. Unless explicitly provided for within the Competition Rules definitions of terms used within the Competition Rules are those included within the Rules of The North West Counties Football League for the relevant season.

(c) All Participants participating in any way in the Competition shall be bound by and comply with the Competition Rules (and any rules or regulations issued pursuant to the Competition Rules).

(d) The Board shall have the power to make decisions on all matters arising out of or in relation to the organisation, control and management of the Competition (including as to eligibility and qualification) which shall be final and binding on all participants in the Competition. In relation to these and any other matters relating to the Competition but not specifically mentioned in the Competition Rules, the Board, shall have the power to take such action and make such decisions, orders, rulings and impose such penalties as it deems necessary and following such procedures as it considers appropriate and such shall, subject to League Rule 17.4, be final and binding on all Participants. In considering such matters, the Board shall not be bound by any enactment or Rule of Law relating to the admissibility of evidence in proceeding before a Court of Law.

(e) The Board may, at its sole discretion, appoint from time to time a Committee to take such action and make such decisions, orders, rulings and impose penalties on its behalf which shall be deemed decisions of the Board.

(f) A Club participating in the Competition shall have only such rights in relation to the Competition (and any match in the Competition) as are expressly granted to the Club under the Competition Rules or by The Board in writing.

(g) In addition to any other action or penalty, The Board shall have the power to disqualify any competing Club, or Player for any competing Club(s), which it determines to have breached the Rules of The North West Counties Football League or the Competition Rules (and any rules or regulations issued pursuant to the Competition Rules), and the decision of the Board shall be final and binding.

2. CONTROL OF COMPETITION - COMMERCIAL CONTRACTS

(a) In relation to each match in the Competition, The Board shall itself be exclusively entitled to, or otherwise to authorise or grant to others, rights of access to and attendance at the ground of the Home Club (“Access Rights”) for the purposes of transmitting or filming or otherwise recording on or by any media, any audio and/or visual materials depicting or describing all or any part or parts of a match (the “Copyright Materials”).

(b) In relation to each match in the Competition, The Board shall itself be exclusively entitled throughout the world, or to grant to or otherwise authorise others:

(i) on a live, delayed, recorded or highlighted basis to broadcast or otherwise transmit by any method whatsoever (now known or hereinafter devised) the Copyright Materials by way of any and all forms of television or similar technology (now known or hereinafter devised) including, without limitation, free to air

television, pay television, pay per view, “not-video-on-demand” internet or other on-line media and “video-on demand” (the “Television Rights”).

(ii) on a live or delayed basis to broadcast or to otherwise transmit the Copyright Materials (or audio) by way of radio broadcast or internet, or other on-line media or similar technology (now known or hereinafter devised) (the “Radio Rights”)

(iii) to use, sell, publish, distribute and otherwise exploit the Copyright Materials in any manner whatsoever including, without limitation, clip licensing, videos, videograms, CD Rom, CDI, internet or other on-line media (the “Footage Rights”).

(c) In relation to each match in the Competition, The Board shall be exclusively entitled, either by itself or to authorise others, to use sell or otherwise exploit all commercial and other marketing rights associated with the Competition including, without limitation, fixture list copyright, sponsorship, supplier rights, licences or other commercial arrangements (the “Marketing Rights”).

(d) Clubs shall comply with the terms of all contracts entered into by The Board from time to time in relation to Access Rights, the Television Rights, the Radio Rights, the Footage Rights and the Marketing Rights (collectively the “Commercial Contracts”) in relation to the Competition.

(e) Clubs shall provide access to grounds and provide all other rights, facilities and services as may be necessary to enable The Board to fulfil the Commercial Contracts.

(f) The Clubs acknowledge that The Board may issue more detailed rules and regulations regarding the provisions of the Commercial Contracts (including, but not limited to in relation to, broadcasting, perimeter board advertising, interview backdrops, centre circle banners, side of goal mats, substitute/added time boards, tickets and match programmes) and the Clubs agree that they shall be bound by such rules and regulations as amended from time to time by The Board.

(g) Each Club undertakes to indemnify and keep indemnified The Board and its officers, directors, employees and authorised representatives from and against any claims for direct or consequential loss or damage by any party to a Commercial Contract caused or otherwise attributable to any failure or any breach by the Club fully to perform or observe its obligations and responsibilities under these provisions.

(h) Nothing in the above shall be construed or interpreted so as to prevent or restrict Clubs, subject to applicable FIFA, UEFA or other rules or regulations or decisions of The Board, from entering into commercial arrangements in relation to matches in the Competition which do not in any way conflict with the Commercial Contracts and duties of Clubs as set out herein (and in any other rules or regulations issued by The Board in accordance with this paragraph).

(i) In relation to the Commercial Contracts, The Board shall make provision for payments to Clubs as it shall from time to time consider appropriate.

3. NAME / LOGO AND IMAGES OF THE COMPETITION AND IMAGES OF THE COMPETITION

(a) The Competitions shall be called ‘The North West Counties Football League Challenge Cup’ and the North West Counties Football League First Division Challenge Cup. The Competitions shall be marketed under the title ‘The NWCFL Challenge Cup’ and ‘The NWCFL First Division Challenge Cup’ (the “Official Titles”) or some other suitable name relating to any sponsorship.

(b) Each Club shall include the Official Title at least once on all (if any) materials produced by or on behalf of it which relate to the Competition (including, but not limited to, tickets, programmes, press releases and (where possible) scoreboard displays) and (where possible) shall refer to the Official Title at least once over (any) public address system operating on the day of each Competition match.

(c) The Board shall from time to time issue a Competition Logo. The Competition Logo may incorporate branding for the lead Competition sponsor.

(d) In all Competition matches, each participating Club shall include The Competition Logo on all Competition communication materials produced by or on behalf of it (including, but not limited to, the front page of each Competition match programme, match tickets (if it is not possible to include The Competition

Logo on tickets the Club shall include a reference to the Official Title), fixture posters, stadium giant screens (if any) and Club websites).

(e) The Board may from time to time issue images of The Challenge Cups to Clubs.

(f) If a Club which wishes to use an image of a Challenge Cup it shall use the image issued by The Board and will follow any directions issued by The Board in relation to the use of such image.

4. ORGANISATION OF THE COMPETITION

(a) There may be a Qualifying Competition and a Competition Proper.

(b) The Competition Proper shall consist of the winners of the Qualifying Competition and such other Clubs as may be exempted by the Board.

(c) The Qualifying Competition shall consist of all other Clubs entered in accordance with Competition Rule 5.

(d) The Qualifying Competition and the First, Second, Rounds Proper may be played on a **geographical** basis.

5. ELIGIBLE CLUBS

(a) Participation in the Competition shall be as follows:

(i) The North West Counties Football League Challenge Cup all Full Member Clubs

(ii) The North West Counties Football League First Division Challenge Cup all First Division Clubs

(b) A Club which participates in the Competition may not withdraw without the prior written approval of the Board. A request to withdraw must be in writing, setting out the details of the intended withdrawal and the reason for the withdrawal. The decision whether or not to approve a withdrawal shall be made by the Board in its absolute discretion. In considering a request for withdrawal the Board may assess the request from the Clubs opponents for any financial costs relating to the withdrawal.

(c) If a Club has its **League fixtures suspended by a County FA suspension notice or any other breach of League Rule which may impinge in the playing of a match on the specified date of the round** The Board has the power to remove the Club from the Competition.

(d) If any Club or Parent Undertaking (as defined at Section 1162 Companies Act 2006) of that Club when applying to enter the Competition, or at any time during the course of the Competition becomes subject to any of the following insolvency events:

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

(ii) lodges a Notice of Intention to Appoint an Administrator or Notice of Appointment of an Administrator at the Court in accordance with paragraph 26 or paragraph 29 of Schedule B1 to the 1986 Act, an application to the Court for an Administration Order under paragraph 12 of Schedule B1 to the 1986 Act (**other than paragraph 12(1)(c)**) or where an Administrator is appointed or an Administration Order is made ("Administrator" and "Administration Order" having the meanings attributed to them respectively by paragraphs 1 and 10 of Schedule B1 to the 1986 Act); or

(iii) an Administrative Receiver (as defined by section 251 of the 1986 Act), a Law of Property Act Receiver (appointed under section 109 of the Law of Property Act 1925) or any Receiver appointed by the Court under the Supreme Court Act 1981 or any other Receiver is appointed over any assets which, in the opinion of the **Board**, are material to the Club's ability to fulfil its obligations **under the rules of the Competition**; or

- (iv) shareholders pass a resolution pursuant to section 84(1) of the 1986 Act to voluntarily wind up; or
- (v) a meeting of creditors is convened pursuant to section 95 or section 98 of the 1986 Act; or
- (vi) a winding up order is made by the Court under section 122 of the 1986 Act or a provisional liquidator is appointed under section 135 of the 1986 Act; or
- (vii) Ceases or forms an intention to cease wholly or substantially to carry on business save for the purpose of reconstruction or amalgamation or otherwise in accordance with a scheme of proposals which have previously been submitted to and approved in writing by the **Board**; or
- (viii) Being subject to any insolvency regime in any jurisdiction outside England and Wales which is analogous with the insolvency regimes detailed in (i) to (vii) above; that Club must notify the Board immediately in writing. The Board will (at its absolute discretion) then decide whether to accept the application and/or allow that Club to continue to compete in the Competition and may set any terms and conditions in relation to that Club's ongoing participation in the Competition.

6. DRAWS FOR ROUNDS AND KICK OFF TIMES

- (a) The Clubs competing in each Round of the Competition shall be drawn in couples. The couples shall play a match subject to the Laws of the Game. The winners will compete in the next Round, the ties of which will be drawn in the same manner. This shall be continued until the Final of the Competition.
- (b) After the draw for each Round is made, notice shall be given to each Club of the name of its opponent Club, and the date and time when the match shall be played. All matches in each Round shall be played on such date as the Board shall determine.
- (c) The time of kick-off shall be 3.00pm for matches on a Saturday or Sunday and 7.45pm for weekday matches unless mutually agreed otherwise, subject to the approval of the Board. In any event, the Board shall have the power to order that a kick-off time is changed, as it deems appropriate. Any late kick-off shall be reported by the Referee to League Secretary and the Board shall have power to impose a fine.
- (d) Clubs shall not mutually arrange to play a match in lieu of a Competition Cup match.

7. VENUE FOR MATCHES

- (a) *Venue*
 - (i) The venue of each match (save for the Final which will be played at a venue selected by the Board) will be that of the first named Club unless the consent of the Board has been obtained to any change of venue.
 - (ii) No monetary or other consideration shall be asked for, offered or paid in connection with negotiations for a change of venue.
 - (iii) A match shall not be played on a neutral ground without the consent of the Board.
 - (iv) In any event, the Board shall have the power to order that any match be played on an alternative ground or date, including a Sunday, if it is considered appropriate and necessary. For ties switched from the ground of the Club first drawn, the Board shall determine the financial conditions in which the tie shall be played.
- (b) *Protests Regarding the Suitability of Ground*
 - (i) A Club may protest to the Board that the ground of the Home Club is unsuitable for the match. Such protest must be made to the Board and must be accompanied by a fee of £250, which may be forfeited if the protest is not sustained.
 - (ii) The Board shall have the power to consider the protest in such manner and following such procedures as it considers appropriate. The Board may amongst other things order the match to be played on the ground of the protesting Club, or on a neutral ground. The payment of the costs incurred by either Club and The League incidental to the protest shall be at the discretion of the Board.

(c) Ground Sharing

Clubs with ground sharing agreements must arrange for ties to be played on Friday, Saturday or Sunday if a clash of fixtures occurs with the sharing Club or other Sport. If for any reason a tie is unable to be played on the ground of the first drawn Club on a Saturday, the tie must be played on either the day before, i.e. on Friday, or the day after, i.e. on Sunday on the ground of the first drawn Club. If Clubs are unable to agree on the date, then it will be played on the Sunday, unless the Board decides otherwise. The decision of the Board shall be final and binding.

8. DURATION OF MATCHES

(a) The Duration of each match shall be 90 minutes, provided for in these Competition Rules. The Referee shall allow for time wasted or lost through accident or other cause. The Referee is the sole judge of allowance of time whether lost through accident or other cause and his decision on this matter is not subject to appeal.

(b) The half-time interval shall be 15 minutes for all ties in the Competition.

(c) Both teams shall enter the field of play together five minutes prior to the kick-off time, along with the Match Officials.

(d) If the score is level after the playing of 90 minutes, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the procedure adopted by the International Football Association Board.

9. POSTPONED AND ABANDONED MATCHES (MATCHES PLAYED PRIOR TO THE SEMI FINALS)

(a) In the event of a match being postponed on two successive dates due to an unfit playing surface the match venue shall be switched to the ground of the opposing club.

(b) Matches which are Postponed or Abandoned

(i) When a match has been postponed, or is abandoned before the completion of 90 minutes and neither Club being at fault, it shall be played on the same ground on or before the following Thursday. The Board may, in exceptional circumstances, approve the playing of postponed or abandoned matches on the following Saturday.

(ii) If the match be drawn or again postponed or abandoned it shall be played as directed by the Board.

(iii) Matches abandoned through the fault of the Clubs shall be dealt with by the Board.

(iv) Matches abandoned through the fault of one or both Clubs shall be dealt with by the Board.

(c) The Board shall have the power to vary these arrangements if it is deemed necessary.

(d) Any Club failing to fulfil a fixture shall be dealt with by the Board.

10. REPORTING RESULTS

(a) The Home Club shall send the match report form with the names of the players of both teams competing and goalscorers together with all other required details as per League Rule 12. This form **MUST** be signed by the Secretary or Director/Committee Member of both Clubs.

(b) Each Club shall send the referees marks to the Appointing Authority as per League Rule 12.

(c) The Home Club shall communicate the result and details to The League Result Service and designated press agencies immediately after the end of the match, according to the instructions issued by the Board.

11. FACILITIES AND EQUIPMENT

(a) *3G Football Turf*

3G football turf may be used in the Competition provided the pitch is listed on The Football Associations register of **3G football turf** and with the prior consent of The Board. This should be requested at the time of entry to the Competition in each Season, provided that the artificial turf meets the following conditions:-

(i) the pitch shall be surfaced with **3G football turf** that has laboratory type approval according to the FIFA Quality Concept for Football Turf (2009 edition) – FIFA Recommended One Star quality level or the International Artificial Turf Standard (2009 edition) and have satisfied the performance and construction requirements at the time of its last annual assessment. Where an artificial surface is installed, the FIFA Performance Test must be completed by no later than 28 February each year and the result and details submitted to **The FA and League** by 31 March. Any remedial work must be carried out once the season ends and the pass Performance Test Certificate submitted to **The FA and League** by 31 May.

(ii) the **3G football turf**, including run-offs, shall be one continuous playing surface and shall be green in colour. All line markings shall be in accordance with the Laws of Association Football.

(iii) the home Club shall allow their opposition the opportunity to use the pitch and train on the surface two hours prior to the kick-off and there must not be another game or event on the pitch following the training period. If it is intended to water the pitch before the match, the pitch shall be watered prior to the training period.

(iv) the Club using the **3G football turf** shall advise their opposition at least 10 days before the match of limitations or recommendations on the types of boot or stud that may be used on the surface.

(v) the Club shall provide all necessary assistance and data relating to player assessments, injury records, maintenance etc as requested by The FA, FIFA or UEFA.

(b) *Ground Facilities*

(i) Clubs must have a ground which conforms to a category 'H' Grade of The FA National Ground Grading (appropriate to entry to Step 6 of The FA National League System) or higher as at 31 March of the preceding season as contained in Appendix 1.

(ii) A Club must have regular use of an enclosed ground where all home First Team League matches are played, where a charge for admission and the attendance must be taken in all matches in the Competition.

(iii) Goal nets must be used in all matches.

(iv) Glasses, Glass bottles or cans containing alcohol are not permitted outside of the Clubhouse and must not be brought into grounds. No alcohol is to be consumed in the ground or premises during the period of any match, except as may be governed by the terms of the club licence with regard to its own members, but, notwithstanding such, no alcohol is to be taken or consumed outside the licensed clubhouse or any other authorised area during such match period or brought into the ground.

(v) Public Liability Insurance must be in place.

(vi) Goal Line Technology shall be available to assist the Match Official where a tie is played at a ground where Goal Line Technology is installed and the Match Official(s) have been trained in its use. Clubs shall comply with any protocol for use of Goal Line Technology issued by The Association from time to time, and for the avoidance of doubt neither The Association nor any Club or operator of a ground shall be liable for failure of Goal Line Technology where the relevant Goal Line Technology system otherwise complies with all applicable technical, maintenance and licensing requirements.

(c) *Playing Condition of the Ground*

(i) Each Club must take every precaution to ensure that its ground is in a fit playing condition. In the event of doubt regarding the condition of the pitch, the Home Club shall immediately notify The Board to enable a Match Official to conduct a pitch inspection.

(ii) A Referee shall whenever possible examine the ground and decide as to its fitness for play in sufficient time to save the expense of unnecessary journeys being incurred by Clubs. The pitch inspection must be made by the Match Referee or a Referee appointed by The Appointing Authority who must immediately contact The Board with details of an inspection (and the Match Referee if relevant).

(iii) Subject to this Rule, the Referee shall have the power to decide as to the fitness of the ground in all matches.

(iv) The Referee must report to the ground 90 minutes before the time of kick-off. If necessary, the Home Club or The Board may, by notice, require the Referee to visit the ground more than 90 minutes before the time of kick-off any time during the season.

(c) Floodlighting

(j) All matches shall be played on grounds enabling matches to be played either partly or wholly under floodlight conditions, provided that the installation conforms to the requirements relevant to the category 'H' Grade of The FA National Ground Grading.

(ii) The Referee will decide at what point in the game the floodlights shall be switched on. This will necessitate a discussion with responsible Officials of the competing Clubs before the game, when a signal must be agreed.

(iii) The cost for floodlighting must not exceed £75.00, and this cost may be charged as match expenses, if incurred.

(d) Matchballs

The Multiple Ball System (where more than one ball may be used in a match) will not operate in ties up to and including the Semi-Final.

(e) Substitute Boards

Substitute boards should be provided by Home Clubs for the fourth official, where appointed to operate to display the minimum additional time allowed at the end of each half. If electronic boards are not available, the normal hand held substitute boards should be used.

(f) First Aid

It is the responsibility of the Home or Host Club to ensure that First Aid facilities, equipment and a stretcher are available for all matches and a fully qualified person is available to administer First Aid.

12. CLUB COLOURS

(a) Where the Colours (shirts, shorts or stockings) of the two competing Clubs are similar (as determined by the Board), the Away Club must change. In the Final Tie a toss of a coin shall determine the choice of colours if a clash occurs. The toss of coin shall be made by a representative of The Board and shall be witnessed by the representatives of the Finalists with the toss taking place at The Boards' offices or another suitable location as soon as possible after the Semi-Final.

(b) In the event of the Clubs not agreeing upon the colours to be worn, the Board shall decide. Goalkeepers must wear colours which distinguish them from the other players, and the Match Officials.

(c) Clubs' colours must not clash with the black and white outfit worn by the Match Officials.

(d) Players' shirts shall be clearly numbered on the back in accordance with the Official Team Sheet. No change of numbers during the match shall be allowed except on a change of Goalkeeper or where a player has been required by the Referee to change his shirt because of a blood injury. The Captain of each team shall wear a distinguishing armband to indicate his status.

(e) Advertising may be worn on players' clothing in accordance with the Rules of The Association.

(f) In the Final, the participating Clubs may be required to wear sleeve badges branded with The Competition Logo.

13. PROVISIONS CONCERNING PLAYERS

(a) Each team participating in a match shall represent the full available strength of each competing Club.

(b) (i) Each Club shall provide a list of names of players taking part in the game (including the names of the substitutes) to the Referee and a representative of their opponents in the presence of the Referee at least 45 minutes, before the time of kick-off (the "Official Team Sheet"). Any Club failing to do so will be liable to be fined by the Board as per the League fines tariff.

(ii) Should any nominated player or substitute sustain an injury after the submission of the "Official Team Sheet" to the Referee before kick-off, he may be replaced without fine if he is injured warming up after the exchange of the Official Team Sheet, provided the Referee and opponents are informed before the commencement of the match.

(c) A maximum of five substitutes may be nominated. A Club may at its discretion use three of those five substitute players at any time in a match. Substitution can only be made when play is stopped for any reason and the Referee has given permission. Prior to the substitution being made the Club must identify to the Match Officials the number of the player out and the player in, in accordance with the Official Team Sheet.

(d) All players shall be qualified as players according to the Rules of The Football Association and League.

(e) A player shall not play for more than one Club in the Competition in the same season.

(f) All players must have been eligible to play in the original tie in order to play in a replayed or postponed match; however, a player who has been suspended according to the disciplinary procedures under the Rules of The Football Association may play in a postponed, drawn or replayed match after the term of his suspension has expired.

(g) A substitute who does not play in a match is entitled to play for another Club in the Competition in the same season.

(h) In all Rounds of the Competition a player shall be a "registered player" of his Club under the Rules of the Competition (League Rule 6.4). In the event of a match being postponed for a period of 28 days or more, the actual match date shall be considered the date of the qualification for player registrations. That date shall be considered the new registration qualification date and applicable for a further 28 day period.

(i) A "registered player" is one who is either, in the case of a player under written contract, registered with The Football Association and League or, in the case of a player without a written contract, registered with a League in which his Club competes in the current season. Any such registration must have been received and accepted by The League Registration Secretary 4 hours prior to the advertised kick off time.

(ii) In order to be eligible to play in the Semi-Final 1st or 2nd Legs, or Final, the players must have been correctly registered by 31st March or at least 14 days prior to the match, whichever is the earlier, and have played for that Club involved it at least one game in the League or the League Cup Competition.

(iii) An International Transfer Certificate for Players coming from overseas associations (including Wales, Scotland, Northern Ireland and the Republic of Ireland) takes precedence over a Player's registration. Therefore, this is also required by 12 noon on the Friday previous to the date fixed for playing the Round for the Player's registration to be valid.

(i) Temporary (loan) Transfers

(i) A player on a temporary (loan) transfer including a Trainee, Scholarship Player or Work Experience is ineligible to play in the Competition.

(ii) For all rounds other than the Final, a player recalled to his original Club from temporary (loan) transfer, in accordance with the terms of the loan agreement, may only represent his original Club if any such recall has been received and accepted by 12 noon on the Friday prior to the date fixed for playing the round.

Emergency Registration:

In the event of an emergency, a goalkeeper may be registered to play in all rounds in the Competition, such an emergency shall be decided by injury or illness to the club's regular goalkeeper only, that such would prevent him from playing in the tie. In either circumstance, a medical certificate must be provided. Any registration will only be accepted by the absolute discretion of the Board. Unavailability for any other reason will not be considered. Any goalkeeper registered on an emergency registration shall not have played in matches for a Club at a higher Step in the National League System during the current season.

14. VALIDITY OF PLAYERS' QUALIFICATIONS

(a) The Board shall have power to call upon a Player, and/or the Club to which he is registered, or for which he played, to prove that the Player is qualified according to the Competition Rules.

(b) Subject to (c) below, where an ineligible player plays for a club in a Competition match, the Board shall remove the club from the Competition, and may impose further penalties against the club.

(c) However, where the club satisfies the Board that the club (or any of its officers) did not know and could not reasonably have known, even had it made every reasonable enquiry (with the exercise of the utmost caution), that the player was ineligible, the club shall not be removed from the Competition but may still be subject to any other penalty. (e.g. fine, ordered to replay the match).

15. PROGRAMME

A Programme must be produced for spectators with details of both teams. A copy to be forwarded to the League Secretary within 7 days of playing the match.

16. TEAM BENCHES

(a) In all Rounds of the Competition, the number of Clubs players and Officials seated on the team benches, in the designated technical area, must not exceed 11 unless the team bench facility provides more than 11 individual seats.

(b) Only one person has the authority to convey tactical instructions to the players during the match. This person shall be the Team Manager or the Team Coach. He is allowed to move to the edge of the technical area to issue instructions to his team.

(c) All Team Officials and substitutes seated on the bench shall be listed on the Official Team Sheet when it is submitted to the Match Officials. Only those persons listed on the Official Team Sheet shall be permitted in the technical area.

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

(e) With the exception of the Team Manager, the Team Coach and any substitutes who are warming up or warming down, all other personnel are to remain seated on the team bench. The Team Manager or Team Coach is allowed to move to the edge of the technical area to issue instructions to his team.

(f) In the Final, Clubs will be advised by The Board of the number of technical staff and substitutes who may occupy the team benches and a list of the permitted number of authorised personnel must be provided by each Club to the Referee at least one hour before kick-off.

17. PROVISIONS CONCERNING MATCH OFFICIALS

(a) (i) Match Officials shall be appointed by The Appointing Authority:

League Challenge Cup: Were a Premier Division Club participates in a tie the appointments will be made by The Football Association (FA Contributory League North). Where two First Division Clubs play one another in a tie, the appointments will be made by the Supply League Appointments Officer (Lancashire FA).

(ii) In the event of any of the Match Officials failing to arrive or being incapacitated, the two Clubs shall agree to a substitute, providing one is available who is currently eligible to officiate in a League equivalent to the lowest level of football in which either of the two teams participate.

(b) The fees and expenses of all Match Officials appointed to officiate in any match prior to the Final shall be paid by the Club upon whose ground the match takes place unless otherwise instructed by the Board.

(d) *Scale of Expenses to be Paid to Match Officials*

All fees and travelling expenses shall be as per League matches

f) In the event of The Board giving permission for a pitch inspection prior to a match, by an Official other than the Match Referee, such Official shall be entitled to expenses only.

(g) Match Officials are entitled to their travelling expenses if incurred and half their fees if the match to which they were appointed is not played.

(h) The Home Club must notify the Match Officials of the precise details of the match, this is to include a map with the location of the ground indicated, kick-off time, whether extra time is to be played, if necessary, colours of both teams and other necessary details. Such information must be sent to be received by the Match Officials not later than five days prior to the match who must acknowledge receipt.

(i) Match Officials shall acknowledge acceptance of appointments for all matches in the Competition to The Appointing Authority.

(j) The duties of the Match Officials shall be as defined in the Laws of the Game.

18. ADMISSION TO MATCHES - SALE OF TICKETS

(a) All persons including Season Ticket Holders must be charged admission to the ground, enclosure and stands in all Cup matches subject to the following conditions:

(i) Each Club shall be entitled to 10 Complimentary tickets

(ii) Complimentary tickets issued by the Home Club in excess of the above must be accounted for at the price at which they would have otherwise been sold.

(ii) A complimentary ticket is a ticket that allows admittance to any area of the stadium to attend a match for no consideration where a charge would otherwise be made by the Home Club.

(iv) In addition to the allowance of complimentary tickets set out at Competition Rule 18(a)(i) and (ii) complimentary tickets may be issued for the sole use of the following:

Directors or equivalent of the participating Clubs. An allowance should be agreed between the participating Clubs for the use of the directors or equivalent of each club up to the maximum available to the Visiting Club per Competition Rule 21(a)(vii);

Press, official representatives of the governing and legislative bodies of Football;

Disabled and helpers (except where the Home Club's policy is to charge).

(b) Immediately after the draw is known, the two Clubs concerned must mutually agree the prices of admission subject to the following conditions:

(i) Except where mutually agreed otherwise the minimum admission (except to children and senior citizens) to matches shall be as per League Rule 21.

(ii) A higher admission charge may be mutually agreed between the Clubs concerned.

(iii) The price for admission for children and senior citizens must be mutually agreed between the Clubs concerned.

(iv) Executive packages, hospitality, sponsorship or advertising agreements

Where the Home Club issues tickets as part of an executive package (eg: executive box or lounge), hospitality, sponsorship or advertising agreement then the highest price payable for the appropriate category of spectator (eg: adult, concession) for an admission only ticket for the relevant area of the ground should be included in the gate receipts for a match.

(v) The admission prices are to be confirmed in writing to The Board and the visiting club as part of the Match Arrangement Form.

(vi) All questions in dispute must be immediately referred to The Board for settlement.

(c) Immediately after half time but before the conclusion of the match, the Home Club must declare and provide in writing to the Visiting Club a statement of the total admission and gross gate receipts.

(d) The Visiting Club shall have the right to check the sale of tickets.

(e) The visiting club is entitled to have access to and copies of all documentation (see Competition Rule 23) maintained by the Home Club for the reconciliation of the match receipts. A request to be made by the Visiting Club in writing and copied to The Board. The documentation is to be provided within fourteen days of the date of the request.

(f) The Board is entitled to have access to and copies of all documentation (see Competition Rule 23) maintained by the Home Club for the reconciliation of match receipts and expenses.

19. DISTRIBUTION OF TICKETS

(a) In all matches except the Final, the Visiting Club shall have the right to claim up to 15% of all accommodation for which tickets are issued providing these tickets are in a fully segregated area, and subject to the following regulations:

(i) The request for tickets shall be made within two days of the Draw.

(ii) The tickets allotted to the Visiting Club, if numbered and reserved, must be of equal value to those retained by the Home Club.

(iii) In cases of replays, the Club playing away in the replay must make a request for tickets prior to the original match. Replay tickets must be in the possession of the club at home in the replay immediately on conclusion of the original match at the latest.

(iv) The Visiting Club shall be responsible for the payment of all tickets asked for and allotted, unless otherwise agreed between the Clubs in writing with a copy sent to The Board. All questions in dispute shall immediately be referred to The Board for settlement.

(v) The Visiting Club should settle with the home Club for sales of tickets on or before the day of the match.

(vi) Any tickets not sold by the Visiting Club should be returned to the home Club with their statement of ticket sales.

(vii) A Visiting Club shall be entitled to one third of the seats usually reserved and known as "Home and Visiting Directors' Seats" up to a maximum of 24.

(viii) Where disabled facilities are provided, a Visiting Club shall have the right to claim up to 15% of this accommodation.

(b) Where it is deemed desirable, the Board shall have the right to vary the allocation of tickets to the Visiting Club, or require a match to be made all ticket.

20. PROCEEDS OF MATCHES

(a) The net gate receipts due from a match (except replayed matches in consequence of a breach of the Rules) shall be the total ticket sales for the match less VAT, the travelling expenses of the Visiting Club, the fees and expenses of the Match Officials, and other match expenses allowed under the Rules (which includes costs relating to gate attendants, turnstile operators, stewards, police charges, floodlighting in accordance with the Rules, contributions to costs of First Aid Helpers, and any costs relating to the clearing the ground of snow and water provided the Visiting Club is consulted beforehand on the approximate costs). The Board shall have the power from time to time to issue instructions as to what shall and shall not be allowed as a match expense.

(b) Net gate receipts shall be divided as follows:

(i) In all matches prior to the Final, the net proceeds of each match shall be divided as follows: 10% to The North West Counties Football League, the balance shall then be equally divided between the two competing Clubs.

(ii) In the Final, the net proceeds shall be divided as follows:

Equally between the North West Counties Football League and the two competing Clubs.

c) The net gate receipts shall be approximately divided immediately after the match. A full statement of account for the match shall be prepared by the Club playing at its home ground, on the prescribed Statement of Receipts and Payments Form, and payment shall be made in full to the Visiting Club and The League within 7 days of the match. The Statement of Receipts and Payments Form must be signed by a Director or Football Secretary of the Home Club. A Club failing to comply with this clause may be ordered to pay a fine and any other punishment as determined by the Board.

(d) Any Club failing to comply with these provisions may at the discretion of the Board:

(i) be ordered to pay daily interest on the money due calculated at 5% per annum over Barclays Bank Base Rate in force for the time being from the due date to the actual date of payment, and/or;

(ii) be removed from the Competition for the current and/or future seasons and any other order as is deemed appropriate until such time as the money has been paid.

(e) A Club that alleges that it has been financially disadvantaged by another Club failing to meet its financial obligations under the Competition Rules must bring the circumstances to the attention of the Board in writing. The Board shall consider the circumstances and take any action that it considers appropriate under the Competition Rules.

(f) When a match is postponed through causes over which neither Club has any control, the expenses shall be paid out of the receipts of the match, when played.

(g) In any match ordered to be replayed in consequence of a breach of Competition Rule, the Club in default shall not receive any share of the proceeds of such replayed match (except the approved travelling costs in accordance with Competition Rule 21) without the consent of the Board, and such consent shall only be given under special circumstances. If consent is not given, any such share shall be remitted to The League.

(h) A Club may at its own expense erect temporary stands and take the proceeds in cases where the opposing Club declines to join in the expense of the erection. A temporary stand becomes a permanent one if used after the match for which it was erected.

(i) In cases where the gate receipts are not sufficient to cover the entire expenses of the match, the deficit shall be shared by the two competing Clubs.

(j) The Home Club must maintain proper accounting systems and documentation (see Competition Rule 22 for the control and recording of match receipts). A clear audit trail must be available from the documentation to the entries recorded on the Statement of Receipts and Payments Form.

21. MATCH EXPENSES

(a) *Travelling Expenses*

(i) In all Rounds, match expenses shall include travelling expenses, actually incurred, which must not exceed £3.00 per coach mile. If private cars are used, then the expenses which can be claimed will be for a maximum of five cars at £0.34 per mile.

(ii) The travelling expenses for the Visiting Club are to be calculated on a direct route from the Club's Headquarters, the total mileage must be agreed between both Clubs prior to the first match and confirmed on the Match Arrangement Form.

(iii) When travelling by rail, the cost of 20 standard class fares at the cheapest available rate may be claimed.

(b) *Gatemen, stewards and turnstile operators*

The gross cost-plus employer's national insurance in employing gatemen, stewards and turnstile operators for the match may be deducted from match receipts. Where the actual gross and employers national insurance is not known at the date by which the Statement of Receipts and Payments Form must be submitted then a reasonable estimate should be included as a deduction. Where a club contracts gatemen, stewards and turnstile operators the charge to the club (net of VAT) is to be deducted.

(c) *Police charges*

The cost (net of VAT) of policing the match may be deducted. Where the actual cost of policing is not known at the date by which the Statement of Receipts and Payments Form must be submitted then a reasonable estimate should be included as a deduction.

(d) *Water and snow clearing*

Any additional cost incurred by a club in attempting to clear snow or water from the pitch and stadium so that a match may proceed may be deducted as a match expense. Additional costs are those incurred directly as a consequence of adverse weather conditions. Additional costs include the operating costs (excluding depreciation and repair costs) of under pitch heating (to a maximum of £200), hire of equipment (eg hot air blowers, pitch covers) and the cost of additional ground staff (gross and employers national insurance). Where actual costs are not known at the date of completion of the Statement of Receipts and Payments Form must be submitted then a reasonable estimate should be included as a deduction. All estimates should be supported by independent verification. The visiting club must be notified and agree to the approximate cost before being incurred. All disputes to be decided by The Board. Where the additional costs have been incurred and the match is postponed because of adverse weather, the additional costs incurred may be deducted from the receipts of the rearranged fixture with the prior agreement of the Visiting Club. All disputes to be determined by The Board.

(e) *Floodlighting*

The cost for floodlighting must not exceed £40 **£75.00**, and this cost may be charged as match expenses, if incurred.

22. PRIZE FUND

(a) In the event of operating a Prize fund, payments shall be sent to the winner of each round within seven working days of the completion of each round. The sum paid shall be determined by the Board from time to time.

(b) Where a Club defaults in making a payment to an opposing Club as required under these Rules then the Board may deduct or withhold any such amount from payments (be they prize money, broadcasting fees or pool payments) due to the defaulting Club.

(c) A Club shall not be entitled to prize money, broadcasting fees or pool payments if:

(i) that Club has not met all of its financial obligations to an opposing Club in accordance with these Rules;

(ii) that Club or its Parent Undertaking is subject to an Insolvency Event, as defined in Rule 5(f) on the due date of payment. The Board m

(d) In the event that a club is found to have breached the Competition Rules the Board may, in accordance with Rule 1(d), order the repayment of any Prize Fund won by such Club for Rounds of the Competition in relation to which it is determined that the Club was in breach and the Board may (in its absolute discretion) award the recovered Prize Fund to the Club(s) that were defeated in such earlier Rounds.

23. DOCUMENTATION

(a) For each match hosted in the competition it is the responsibility of the Football Secretary of the Home Club to retain the following documentation (“the documentation”):

(i) a copy of the signed Statement of Receipts and Payments Form.

(ii) a printout of the sales of advanced tickets from a computerised ticketing system (if operated).

(iii) a reconciliation of receipts for each cash turnstile (ie number admitted at the appropriate price = actual receipts). The reconciliation to be prepared by the turnstile operator and verified by a senior steward/officer of the Club.

(iv) a copy of the reconciliation of tickets sold by the Visiting Club.

(v) a schedule of amounts banked for the match in respect of ticket sales and cash admissions.

(vi) a comparison of the numbers entering the ground via cash or ticket turnstiles to the numbers admitted according to the computerised safety records (if installed).

(vii) a copy of the computerised safety records at the end of the game showing the numbers admitted by each turnstile (if installed).

(viii) a schedule of the numbers admitted to parts of the stadium that do not pass through a turnstile (eg lounges and executive boxes).

(ix) a list of complimentary tickets issued.

(x) Copies of supporting documentation (eg invoices, wage payments to gatemen etc) for payments recorded as a deduction on the Statement of Receipts and Payment Form.

(b) Clubs that operate an electronic access system (eg swipe cards) or a pass system to gain access to the ground rather than a ticketing system, must retain records that confirm the number of people that gained access at each entry point to the stadium.

(c) The Football Club secretary is responsible for maintaining a file of the documentation for each season. The documentation for each match should be available for The Board and Visiting Club to review on request as set out at Competition Rules 20 (d) and 20 (e). The documentation should be retained for the period required by statute and H M Customs and Excise. Clubs should seek the advice of The Board in connection with the period for which the documentation should be retained.

24. PROVISIONS FOR THE SEMI-FINALS

(a) The Board may impose any arrangements where it is deemed appropriate. ie to be played as a one off match or on a two legged basis.

(b) Semi-Finals if played on a “Home and Home” basis.

(i) The Club first drawn shall play the first match at home. The Club second drawn shall play the second match at home.

(ii) Both matches shall be of 90 minutes duration.

(iii) If the score is still level at the end of the second match, the winner shall be determined by away goals counting double, if the scores are still level the winners shall be decided by the taking of kicks from the penalty mark in accordance with the procedure adopted by the International Football Association Board.

(c) Semi-Finals played over one match:

(i) The Club drawn first shall play at home.

(ii) The match shall be of 90 minutes duration.

(iii) If the score is level at the end of 90 minutes, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the procedure adopted by the International Football Association Board

(f) If a Semi-Final is postponed or abandoned, it shall be played as directed by the Board.

25. PROVISIONS FOR THE FINAL

(a) The Board shall fix the ground for the Final and shall have direct control of the arrangements.

(b) If the match is drawn after 90 minutes, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the procedure adopted by the International Football Association Board.

(c) Where a Club sells tickets for the Final it does so on behalf of The Board, in accordance with any instructions issued by The Board and must settle all ticket accounts with The Board within seven days of the match.

(d) If the Final is postponed or abandoned, it shall be played as directed by The Board.

(e) The venue staging a Final shall be entitled to a payment agreed by The Board.

26. THE TROPHY/ FINALIST MEDALS

(a) The Challenge Cup is the property of The League. When the winning Club has been ascertained, The League shall loan the Challenge Cup to such Club, which shall be responsible for its return to The Board on or before the first day in March in the ensuing year in good order and condition. The Board reserves the right to request the return of the Challenge Cup at any time by giving seven days notice. Should the Challenge Cup be lost, destroyed or damaged by fire or any other cause whilst under the care or custody of the Club the latter shall refund to The League the amount of its current insured value or the cost of thorough repair in addition to any other penalty which the Board may impose.

(b) In addition to the Challenge Cup, The Board shall present 18 medals to playing staff and officials of both Clubs in the Final. When a player taking part is ordered to leave the field of play for misconduct, the medal to which he may be entitled may be withheld at the discretion of the Board.

27. PROVISIONS CONCERNING PROTESTS

(a) All issues relating to the interpretation of the Competition Rules, shall be referred to the Board, whose decision shall, subject to League Rule 17, be final and binding. The Board shall consider any such matter in such manner and following such procedures as it considers appropriate. The Board shall not be bound by any enactment or Rule of Law relating to the admissibility of evidence in proceeding before a Court of Law.

(b) Where a Club wishes to protest that there has been a breach of the Competition Rules, such protest must be made in writing and must contain the particulars of the grounds upon which it is made. The protest must be received by The League Secretary, accompanied by a fee of £100, within two days of the match to which it relates (Sundays not included). The fee may be forfeited to The League in the event of the protest not being sustained.

(c) The Board may make such orders as it considers appropriate in relation to any issue or protest referred to it. The Board may make such orders as it considers appropriate as to the costs incurred by the parties or The League.

(d) Any protest relating to the ground, goal posts or bars or other appurtenances of the game shall not be considered by the Board unless an objection has been lodged with the Referee and the Home Club at least one hour before the official time of the kick-off. The Referee shall require the Home Club to correct the cause of the objection, if this is possible without unduly delaying the progress of the match.

(e) Where an objection has been lodged with the Referee and Home Club as above, a protest must be made to The League Secretary and neither objection nor protest may be withdrawn, except by leave of the Board.

(f) The League Secretary shall send a copy of any protest to the Club protested against, which shall lodge a defence to the protest with particulars of the defence within two days of receipt of the protest.

(g) Members of the Board directly connected with a Club concerned in a protest shall not have any involvement in the consideration of the matter.

(h) A Club, or player or any person connected with the management of the Club may be summoned to attend at a hearing of a protest. A Club may be represented by one or more persons. A Barrister or Solicitor may represent a Club only with the prior written consent of the Board. Any person summoned to attend a hearing of a protest must attend personally and shall not be legally represented except with the prior written consent of the Board.

28. PROVISIONS CONCERNING APPEALS

(a) A Club that is expelled from the Competition may appeal against that decision to an FA Appeal Board as per League Rule 17.4 Any such appeal shall only be permitted on one or more of the following grounds:

(i) The Board or a Committee appointed by the Board misinterpreted/failed to comply with the procedures relevant to the hearing of the charge.

(ii) The Board or a Committee appointed by the Board came to a decision on the facts of the case which no reasonable body could have reached; or

(iii) The Board or a Committee appointed by the Board imposed a sanction that is excessive.

(b) Any appeal must be made in accordance with such procedures as may be determined by The Association from time to time.

(c) For the avoidance of doubt, a Club may not appeal against any penalty imposed on it other than expulsion from the Competition.

29. NOTICES

All notices required to be given to The League by any of these Competition Rules shall be addressed to the League Secretary, address as per League Handbook.