

## **OVING AND DISTRICT VILLAGES CUP COMPETITION**

### **NOMENCLATURE AND CONSTITUTION**

1. (A) This Competition shall be designated the Oving & District Villages Football Challenge Cup Competition.

All such Member Clubs shall be affiliated to an affiliated County Football Association and their names and particulars shall be returned annually by the appointed date on the Form "D" to the Berks & Bucks County Football Association. The area covered by the Competition Membership shall be open to any Village Club providing such Club is within an area of twelve (12) miles radius from Oving Village Church.

This Competition shall apply annually for sanction to the Berks & Bucks Football Association.

### **ENTRY FEE, SUBSCRIPTION, DEPOSIT**

2. (A) Applications by clubs for admission to this Competition or the entry of an additional team(s) shall be made in writing to the Secretary by 15th July and shall be accompanied by an entry fee of £15.00 per team which shall be returned in the event of non-election.

(B) A club shall not participate in this Competition until the entry fee has been paid.

(C) Clubs shall advise annually to the Secretary in writing by 15th July of its County Football Association affiliation number for the forthcoming Season, failing which they shall be fined £10.00 Clubs shall advise the Secretary in writing, or on the prescribed form, of details of its Headquarters, Officers and any other information required by the Competition.

### **OFFICERS**

3. The Officers of the Competition shall be the President, Chairman, Vice-Chairman, Treasurer, and Secretary to be elected annually at the Annual General Meeting. (N.B. Auditors are not Officers).

### **MANAGEMENT, NOMINATION, ELECTION**

4. (A) The Competition shall be governed in accordance with the Rules and Regulations of The Football Association by a Management Committee comprised of the Officers and four (4) members who shall be elected at the Annual General Meeting.

(B) Retiring Officers shall be eligible to become candidates for re-election without nomination. All other candidates for election as Officers or Members of the Management Committee shall be nominated to the Secretary in writing, signed by the Secretaries of two Member Clubs, not later than 30th June in each year. Names of the candidates for election shall be circulated with the notice of the Annual General Meeting. In the event of there being no nomination in accordance with the foregoing for any office, nominations may be received at the Annual General Meeting

(C) The Management Committee shall meet as often as is necessary to deal with business as it arises. On receiving a requisition signed by two-thirds of the Members of the Management Committee the Secretary shall convene a meeting of the Committee.

(D) Except where otherwise mentioned all communications shall be addressed to the Secretary who shall conduct the correspondence of the Competition and keep a record of its proceedings.

(E) All communications received from Clubs shall be conducted through their nominated Officers. A Club shall acknowledge all correspondence within seven (7) days. Failure to

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comply shall incur a fine not exceeding £5.00

### POWERS OF MANAGEMENT

5. (A) The Management Committee may appoint Sub-Committees and delegate such of their powers as they deem necessary. The decisions of all Sub-Committees shall be reported to the Management Committee for ratification.
- (B) Subject to the permission of the Berks & Bucks County Football Association having been obtained the Management Committee may order a match or matches to be played each season, the proceeds to be devoted to the funds of the Competition and, if necessary, may call upon each Club (including any Club which may have withdrawn during the season) to contribute equally such sums as may be necessary to meet any deficiency at the end of the season. (See Rule 6(e)).
- (C) Each Member of the Management Committee shall have the right to attend and vote at all Management Committee Meetings and have one vote thereat, but no Member shall be allowed to vote on any matters directly appertaining to such Member or to the Club so represented. (This shall apply to the procedure of any Sub-Committee). In the event of the voting being equal on any matter, the Chairman shall have a second or casting vote.
- (D) The Management Committee shall have powers to apply, act upon and enforce the Rules of the Competition and shall also have jurisdiction over all matters affecting the Competition, including any not provided for in the Rules. Except where these Rules provide for the imposition of a set penalty any Club, Official or Player alleged to be in breach of a Competition Rule shall be formally charged in writing and given the opportunity to present their case before the Management Committee. All breaches of the Laws of the Game, Rules and Regulations of The Football Association shall be dealt with in accordance with F.A. Rules.
- (E) All decisions of the Management Committee shall be binding subject to the right of appeal to the Board of Appeal in accordance with Rule 16.
- Decisions of the Management Committee shall be notified in writing to those concerned within fourteen (14) days.
- (F) **(Four (4))** Members of the Management Committee shall constitute a quorum for the transaction of business of the Management Committee and three (3) Members shall constitute a quorum for the transaction of business by any Sub-Committee of the Competition.
- (G) The Management Committee, as it may deem necessary, shall have power to fill in an acting capacity, any vacancies that may occur amongst their number.
- (H) A Club having failed to comply with an order or instruction of the Management Committee, or failing to satisfactorily attend to the business and/or the correspondence of the Competition shall be liable to be fined or otherwise penalised at the discretion of the Management Committee.
- (I) All fines and charges shall be paid within fourteen (14) days of the date of posting of the written notification. Clubs, Officials or individuals committing a breach of this Rule shall incur such penalties as the Management Committee may impose.
- (J) A member of the Management Committee appointed by the Competition to attend a meeting or match may have any expenses incurred refunded by the Competition.
- (K) The Management Committee shall have the power to fill any vacancy that may occur in

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the membership of the Competition between the Annual General or Special General Meeting called to decide the constitution and the commencement of the Competition season.

### **ANNUAL GENERAL MEETING**

6. (A) The Annual General Meeting shall be held not later than 30th June in each year. At this meeting the following business shall be transacted provided that at least four (4) Members are present and entitled to vote:-

- (i) To receive and confirm the Minutes of the preceding Annual General Meeting.
- (ii) To consider any business arising therefrom.
- (iii) To receive and adopt the Annual Report, Balance Sheet and Statement of Accounts.
- (iv) Election of Clubs to fill vacancies (as recommended by the Management Committee).
- (v) Constitution of the Competition for ensuing season.
- (vi) Election of Officers and Management Committee.
- (vii) Appointment of Auditors.
- (viii) Alteration of Rules, if any (of which notice has been given).
- (ix) Fix the date for the commencement and conclusion of playing season.
- (x) Other business of which due notice shall have been given and accepted as being relevant to an Annual General Meeting.

(B) A copy of the duly audited/verified Balance Sheet, Statement of Accounts and Agenda shall be forwarded to each Club at least fourteen days prior to the meeting and to the Berks & Bucks County Football Association.

(C) A signed copy of the duly audited/verified Balance Sheet and Statement of Accounts shall be sent to the Berks & Bucks County Football Association(s) within fourteen (14) days of its adoption by the Annual General Meeting.

(D) Each Full Member Club/Team shall be empowered to send two delegates to an Annual General Meeting. Each Club shall be entitled to one vote only. Not less than fourteen (14) days' notice shall be given of any Meeting.

(E) Clubs who have withdrawn their Membership of the Competition during the season being concluded or who are not continuing Membership shall be entitled to attend but shall vote only on matters relating to the season being concluded. This provision shall not apply to Clubs expelled in accordance with Rule 17.

(F) All voting shall be conducted by a show of voting cards unless a ballot be demanded by at least 50% of the delegates qualified to vote or the Chairman so decides.

(G) No individual shall be entitled to vote on behalf of more than one Full Member Club.

(H) Any continuing Member Club failing to be represented at the Annual General Meeting without satisfactory reason being given shall be fined £10.00.

(I) Officers and Management Committee members shall be entitled to attend and vote at an Annual General Meeting.

### **AGREEMENT TO BE SIGNED**

7. The Chairman and the Secretary of each Club shall complete and sign the following agreement which shall be deposited with the Competition together with the Application for Membership for the coming season, or upon indicating that the Club intends to compete.

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"We, A, \_\_\_\_\_ of \_\_\_\_\_ (Chairman) and B \_\_\_\_\_ of \_\_\_\_\_ (Secretary) of the \_\_\_\_\_ Football Club have been provided with a copy of the Rules and Regulations of the \_\_\_\_\_ Competition and do hereby agree for and on behalf of the said Club, if elected or accepted into Membership, to conform to those Rules and Regulations and to accept, abide by and implement the decisions of the Management Committee of the Competition, subject to the right of appeal in accordance with Rule 16."

Any alteration of the Chairman and /or Secretary on the above Agreement shall be notified to the Berks & Bucks County Football Association to which the Club is affiliated and to the Secretary of the Competition.

(Note: The spaces above are intended for the inclusion of the signatures and addresses of officers and members).

### QUALIFICATION OF PLAYERS

8. (A) Contract players, as defined in Football Association Rules, are not permitted in this Competition.

(B) A registered playing member of a Club is one who, being in all other respects eligible is:-

1) A Native. A native of the village or parish is eligible to play in any such match of the Competition no matter where he resides, providing the Club concerned has complied with Rule 8c. Members of the Club concerned, who were born of parents permanently residing in the village or parish at the time of their birth, qualify as natives.

2) A Bona-fide Resident. A bona-fide resident shall mean one whose permanent home is in the village or parish of the Club for which he proposes to play and has been so for at least twelve (12) calendar months prior to the first day of the current season, and providing the Club concerned has complied with Rule 8c. The first day of the season shall be recognised by the Football League in England.

3) A Player. Players shall have been registered with the Club in the League in which the Club competes for the past two (2) seasons, and shall have played at least twelve (12) games in each season. In the current season they shall have played five (5) League or Cup games before the first round, or three (3) League or Cup games before the preliminary round.

Friendlies do not count.

Any member who is called up for compulsory service with Her Majesty's Forces and whose parents or family home is still in the village or parish as stated above, and he is registered with the Club concerned as stated in Rule 8c, qualifies as a bona-fide resident. Any member who has formed a home for himself away from the village or parish of the Club for which he proposes to play, immediately forfeits his eligibility to play for that Club.

(C) A player having taken part in matches for any Club affiliated to any County Football Association shall not be allowed to join, be transferred to, or sign for a Club in the Competition without first proving to the officials of the intended Club that the player has discharged all reasonable financial liabilities to the previous Club or Clubs, and a Club official may not accept such player's signature without first ascertaining whether such claims have been discharged to the satisfaction of the Club, or Clubs, for which the player last played.

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(D) No individual shall be allowed to play for more than one (1) Club in the Competition in the same season but the members of each Team may be changed during the series of matches. Each individual player shall be a properly registered member of his Club, and the Competition. A player in special circumstances may be signed up to time of kick-off as long as the Registration Form is signed by an Officer of the opposing Club and they state the time of signature. All other players' forms shall be properly signed and completed at least seven (7) days prior to the match in whom the Club concerned intends to play him. Each Club shall have at least twelve (12) players registered with this Competition seven (7) days before commencement of the first round. Each player shall be registered on a proper Registration Form which may be obtained from the Secretary of the Competition.

Where a match is postponed, drawn or abandoned, only those players who were qualified on the original scheduled date shall be eligible to play in this rearranged fixture except a player who has been suspended may play after the term of his suspension has expired.

NOTE: The Registration Form clearly defines the qualifications of the player (ie birth, residential, player). The form shall be completed and signed by the player and the Secretary of the Club for which he intends to play, and the whole form forwarded to the Secretary of the Competition who shall register the player, and return the completed counterfoil to the Club Secretary concerned. The actual date of registration shall be stated on this counterfoil.

(E) The Management Committee shall decide all registration disputes.

In the event of a player signing a registration form or having a registration submitted for more than one Club priority of registration shall decide for which Club the player shall be registered. The Registration Secretary shall notify the Club last applying to register the player of the fact of the previous registration.

(F) It shall be a breach of Rule for a player to:-

- (i) Play for more than one Club in the Competition in the same season.
- (ii) Having signed for one Club in the Competition, sign for another Club in the Competition in that season.
- (iii) Submit a signed registration form for registration that the player had wilfully neglected to accurately or fully complete.

(G) (i) The Management Committee shall have power to accept the registration of any player.

(ii) The Management Committee shall have power to refuse, cancel or suspend the registration of any player or may fine any player at their discretion who has been charged and found guilty of registration irregularities. (Subject to Rule 16).

(iii) The Management Committee shall have power to refuse or cancel the registration of any player found guilty of undesirable conduct (subject to Rule 16). Undesirable conduct shall mean an incident of repeated conduct, which may deter a participant from being involved in this Competition.

(Note: Action under Rule 8(G)(iii) shall not be taken against a player for misconduct until the matter has been dealt with by the appropriate Association, and then only in cases of the player bringing the Competition into disrepute.)

(H) A player may not be registered for a Club after 28th February except by special permission of the Management Committee.

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(I) A Club shall keep a list of the players it registers and a record of the games in which they have played, and shall produce such records upon demand by the Management Committee.

(J) A register containing the names of all players registered for each Club, with the date of registration, shall be kept by the Registration Secretary and shall be open to the inspection of any duly appointed Member Club representative at all Management Committee meetings or at other times mutually arranged.

Registrations are valid for one Season only.

(K)(i) Any Team playing an unregistered or otherwise ineligible player or players may be excluded from the Competition and fined a sum not exceeding £10.00.

(L) (i) Priority shall be given at all times to school and school organisations activities.

(ii) The availability of children shall be cleared with the Head Teachers (except for Sunday Leagues).

(iii) No player under the age of sixteen (16) as at midnight on 31st August of the current season are eligible to play in this Competition.

(Note: For players under the age of eighteen (18) the provisions contained in Football Association Rules shall apply.)

### **CLUB COLOURS. CLUB NAME**

9. (A) Every Club shall register the colour of its shirts and shorts with the Secretary by 15th July who shall decide as to their suitability.

Goalkeepers shall wear colours which distinguish them from other players and the Referee.

No player, including the goalkeeper, shall be permitted to wear black or very dark shirts.

Any Team not being able to play in its normal colours as registered with the Competition shall notify the colours in which they shall play to its opponents at least five (5) days before the match.

If, in the opinion of the Referee, two Clubs have the same or similar colours, the Home Team shall make the change except in a replay played on a neutral ground, and Semi-Final and Final Ties, when the Management Committee shall have the power to order either or both Teams to change. Any Team not having a change of colours or delaying the kick-off by not having a change shall be fined £10.00.

The Secretary of the Competition may request shirts to be submitted if complaints are received as to lack of distinguishing colours, and the Management Committee may refuse to permit any shirts or shorts as they think fit. Shirts shall be uniquely numbered.

(B) Any Club wishing to change its name and/or colours shall obtain permission from its affiliated County Association and from the Management Committee.

### **PLAYING SEASON. CONDITIONS OF PLAY TIMES OF KICK-OFF. POSTPONEMENTS. SUBSTITUTES**

10. (A) All the necessary byes shall be given in the First Round, and the Ties shall be drawn and played on the dates determined by the Council, at least fourteen (14) days notice shall

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be given to the Club by the Secretary. Except in the Semi-Finals and Final ties, when the Secretary shall also notify the Clubs concerned of the venue for these matches, the Clubs first drawn shall have the choice of ground and in all matches, including the Final Tie, an extra thirty (30) minutes or a lesser equal amount each way decided by the Referee, shall be played in the event of a draw at full time. If the match is still a draw after such extra time, or in the event of extra time not being completed, and neither Team is at fault, the match shall be replayed on the ground of the Club which had not the choice of ground in the first match. The replays shall be, where possible, on the following Saturday. The Council shall decide the ground for a match to be replayed as a consequence of a breach of Rules and also when a Tie has resulted in two (2) drawn games.

All Semi-Finals to be at Oving or, at the Management Committee's discretion, the ground of the Team first in the draw. The Final Tie shall be played at Oving on Easter Monday.

(B) All matches shall be played in accordance with the Laws of the Game as determined by the International Football Association Board.

Clubs shall take all reasonable precautions to keep their grounds in a playable condition. All matches shall be played on pitches deemed suitable by the Management Committee. If through any fault of the Home Team a match has to be replayed, the Management Committee shall have power to order the venue to be changed.

The dimensions of the field of play for all Cup Ties shall be within the following limits:

a) LENGTH: Minimum 100 yards  
Maximum 120 yards

b) WIDTH: Minimum 60 yards  
Maximum 100 yards

Playing pitch shall be rectangular in accordance with the Laws of the Game.

Goal nets shall be used in all matches and where the playing pitch is not enclosed, space should, if possible, be roped off behind the goal posts.

The Management Committee shall have power to decide whether a pitch and/or facilities are suitable for matches in the Competition and to order the Club concerned to play its fixtures on another ground.

All matches shall have a duration of 90 minutes and shall be of equal halves.

The times of kick-off shall be fixed by the Annual General Meeting or the Management Committee. Any Club failing to commence at the appointed time shall be fined a sum not exceeding £10.00 or be otherwise dealt with as the Management Committee may determine.

Referees shall order matches to commence at the appointed time and shall report all late starts to the Competition.

The Home Team shall provide at least two (2) footballs fit for play and the Referee shall make a report to the Competition if the footballs are unsuitable. Goal nets shall be used.

Both competing Clubs shall submit completed Team Sheets to the Referee in his dressing room at least fifteen (15) minutes prior to the scheduled kick-off time.

Player's full names (IN BLOCK LETTERS) shall correspond with the numbers worn by the players. Failure to comply shall incur a fine of £5.00.

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(C) Except by permission of the Management Committee all matches shall be played on the dates originally fixed but priority shall be given to The Football Association and all relevant County Association Cup Competitions. All other matches shall be considered secondary. Clubs may mutually agree to bring forward a match with the consent of the Fixture Secretary.

(D) The Secretary of the Home Club shall give notice in writing of full particulars of the location of, and access to, the ground and time of kick-off to the match officials and the Secretary of the opposing Club at least five (5) clear days prior to the playing of the match. The away Club shall seek and acknowledge receipt of such particulars.

Any Club failing to comply with this Rule shall be liable to a fine not exceeding £5.00.

(E) Every Club shall play its best available qualified Team or Teams in all matches in the Competition.

(Note: The intention of this Rule is not to interfere with normal Team selection by Clubs, but to prevent Clubs deliberately fielding a weakened Team in order to unreasonably reserve players for another game or to boost the strength of another or lower Team. It is NOT intended that Clubs shall field higher Team players in lower Teams when the higher Team has no engagement. If, in the opinion of the Management Committee, the substance or spirit of the Rule is obviously being disregarded, the Club or Clubs concerned may be called to account for its/their actions and shall be subject to such decisions as the Management Committee may determine, despite the fact that Rule 8 has not been infringed.)

In the event of a Club playing in any match with less than seven (7) players they shall be fined £5.00 for each missing player. A minimum of seven (7) players shall constitute a Team for a Competition match.

(F) In the event of a Club failing to keep its engagement the Management Committee shall have power to inflict a fine, award the match to the opponents, order the defaulting Club to pay any expenses incurred by the opponents or otherwise deal with them.

Any Club unable to fulfil a fixture shall, without delay, give notice to the Secretary, the Secretary of the opposing Club and the match officials. Any Club failing to comply shall be dealt with by the Management Committee who may levy a fine not exceeding £10.00.

In the event of a match not being played or abandoned owing to causes over which neither Club has control, it shall be played in its entirety on a date to be mutually agreed by the two Clubs and approved by the Management Committee. Failing such agreement and notification to the Secretary within seven (7) days the Management Committee shall have power to order the match to be played on a named date or on or before a given date.

In all matches prior to the Semi-Finals and Final Ties (except as stated in Rule 18) where gate money is taken or a collection is made, the balance of the receipts, after paying therefrom the fees for Officials and expenses, shall be divided equally between the Clubs competing. If the receipts are not sufficient to meet these expenses the deficit shall be borne by the Home Clubs. All accounts shall be cleared within seven (7) days of the match.

Should a match have to be replayed owing to a breach of Rules, the Club in default shall not receive any share of the receipts from such match without the consent of the Management Committee. If consent is not given by the Management Committee the share due to the Club shall be taken by the Competition.

In the Semi-Finals and Final Ties the whole of the proceeds of these matches shall be



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taken by the Competition. No balance derived from the proceeds of these matches shall be devoted to any other object. A balance sheet shall be made out annually, audited, and a copy sent out to the participating Clubs at least fourteen (14) days prior to the date fixed for the Annual General Meeting.

In the Semi-Finals and Final Ties, Referees, Assistant Referees fees and expenses, and hire of ground shall be borne by the Competition.

No travelling expenses shall be paid to Clubs taking part in the Semi-Finals and Final Ties.

The Management Committee shall review all matches abandoned in cases where it is consequent upon the conduct of either or both Teams. Where it is to the advantage of the Competition and does no injustice to either Club, the Management Committee shall be empowered to order the score at the time of the abandonment to stand. In all cases where the Management Committee are satisfied that a match was abandoned owing to the conduct of one Team or its Club member(s) they shall be empowered to award the match to the opponents and/or take what other action they may deem necessary. In cases where a match is abandoned owing to the conduct of both teams or their Club members, the Management Committee shall take such action as they consider appropriate. Such action is subject to any disciplinary action taken by the appropriate Affiliated Association.

(G) A Club may at its discretion and in accordance with the Laws of the Game use three (3) substitute players in any match in this Competition who may be selected from three (3) players.

The Referee shall be informed of the names of the substitutes not later than fifteen (15) minutes before the start of the match.

A player who has been selected, appointed or named as a substitute before the start of the match but does not actually play in the game shall not be considered to have been a player in that game within the meaning of Rule 8 of this Competition.

(H) The half time interval shall be of ten (10) minutes duration, but it shall not exceed fifteen minutes. The half time interval may only be altered with the consent of the Referee.

### **REPORTING RESULTS**

11. (A) The Secretary shall receive within three (3) days of the date played (Sundays excluded), the result of each Competition match in the prescribed manner. This shall include the forename(s) and surname of the team players (in block letters) and also the referee markings required by Rule 13, or any other information required by the Competition. Failure to do so shall incur a fine of £5.00 and/or the Club being dealt with as the Management Committee decide.

(B) The match result notification, correctly completed, shall be signed by a responsible member of the Club. The Management Committee shall have power to take such action as they deem suitable against a Club which submits an incomplete form or incorrect information.

### **DETERMINING CHAMPIONSHIP**

12. All matches shall be straight knockout.

### **REFEREES**

13. (A) Registered Referees and Assistant Referees for all matches shall be appointed in a manner approved by the Management Committee and by the sanctioning Association(s).

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(B) In the event of the non-appearance of the appointed Referee the appointed senior Assistant Referee shall take charge and a substitute Assistant Referee appointed by the competing Teams. In cases where there are no officially appointed Assistant Referees, the Clubs shall agree upon a Referee. A Referee thus agreed upon shall, for that game, have the full powers, status and authority of a registered Referee.

(C) The Management Committee may, if they consider it desirable, or upon application by the two competing Clubs, appoint Assistant Referees, if available, to any match. Where Assistant Referees are not appointed each Team shall provide a Club Assistant Referee. Failure to do so shall result in a fine of £5.00 being imposed on the defaulting Team.

(D) The appointed Referee shall have power to decide as to the fitness of the ground in all matches and the decision shall be final subject to either in the case of a ground of a Local Authority or the owners of a ground, the Representative of that body is the sole arbiter and whose decision shall be accepted unless the ground is declared fit for play.

(E) Match Officials appointed under this Rule shall be entitled to the following match fees, to be divided equally between the two competing clubs, in inclusive of travelling expenses:-

All Rounds:	Referee	£35.00
	Assistant Referee	£20.00
Semi-Finals:	Referee	£35.00
	Assistant Referee	£20.00
Final:	Referee	£35.00 and a suitable memento
	Assistant Referee	£20.00 and a suitable memento

The Home Club shall offer the Officials their fees before the match.

(F) In the event of a match not being played because of circumstances over which the Clubs have no control, the Match Officials, if present, shall be entitled to full fee. Where a match is not played owing to one Club being in default and the officials attend the ground that Club shall be ordered to pay the Officials their full fee.

(G) A Referee not keeping his engagement, and failing to give a satisfactory explanation as to his non-appearance, may be reported to the Association with which he is registered.

(H) Each Club shall, in a manner prescribed from time to time by The Football Association, award marks to the Referee for each match and the name of the Referee and the marks awarded shall be submitted to the Competition on the prescribed Form provided. Clubs failing to comply with this Rule shall be liable to be fined or dealt with as the Management Committee shall determine.

The Competition shall keep a record of the markings and, on the Form provided by the prescribed date each season, shall submit a summary to the Berks & Bucks Football Association

(J) The Referee shall submit a report Form, supplied by the Competition, giving the result of the match, the number of players in each Team and the time of kick-off to the Secretary within two (2) days of the match.

(K) Referees and Assistant Referees shall be supplied, each Season, with a copy of the Competition Rules free of charge.

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### CONTINUATION OF MEMBERSHIP OR WITHDRAWAL OF A CLUB

14. (A) After 31<sup>st</sup> December in the current Season a Club intending, or having a provisional intention, to withdraw a Team from the Competition on completion of its fixtures and fulfilment of all other obligations to the Competition shall notify the Secretary in writing by 31<sup>st</sup> March each Season or be liable to a fine not exceeding £10.00.

All Clubs wishing to remain in membership of the Competition for the following Season shall confirm their intention to do so, in writing, to the Secretary by 15th July.

(B) A Club shall not be allowed to withdraw any or all of its Teams from the Competition after the Annual General Meeting for the following Season. Any Club infringing this Rule shall be liable to a fine not exceeding £10.00 per Team and shall also be liable for its share of any call which may be made under Rule 5(B).

(C) In the event of a Member Club which is an un-incorporated association withdrawing and/or disbanding it shall be immediately liable to discharge all its financial and other obligations to the Competition.

In the event that any such obligation remains undischarged after a period of twenty-one (21) days then such obligation shall be met by the then current Club Members, excluding those under the statutory school leaving age. Until a Member's pro rata obligation is discharged in full the Member shall not be allowed to participate in the Competition, which may apply to the Club's Parent County Association for a suspension order.

### PROTESTS AND COMPLAINTS

15. (A)(i) All questions of eligibility, qualifications of players or interpretations of the Rules shall be referred to the Management Committee.

(ii) Objections relevant to the dimensions of the pitch, goals, flag posts or other facilities of the venue shall not be entertained by the Management Committee unless a protest is lodged with the Referee before the commencement of the match. Any Club lodging such protest and not proceeding with it shall be deemed guilty of a breach of this Rule and shall be dealt with by the Management Committee.

(B) Except in cases where the Management Committee decide that there are special circumstances, protests and complaints (which shall contain full particulars of the grounds upon which they are founded) shall be lodged in duplicate with the Secretary within seven (7) days (excluding Sundays) of the match or occurrence to which they refer. A protest or complaint shall not be withdrawn except by permission of the Management Committee. A Member of the Management Committee who is a member of any Club involved shall not be present (except as a witness or representative of his Club) when such protest or complaint is being determined.

(C) Any dispute occurring between Clubs in the Competition shall be referred for determination by the Management Committee whose decision shall be binding upon all parties subject to Rule 16.

(D) No protest of whatever kind shall be considered by the Management Committee unless the complaining Club shall have deposited with the Secretary a sum of £5.00. This may be forfeited in whole or in part in the event of the complaining or protesting Club losing its case. The Competition shall have power to order the defaulting Club or the Club making a losing or frivolous protest or complaint to pay the expenses of the enquiry or to order that the costs to be shared by the parties.

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(E) All parties to a protest or complaint shall be afforded an opportunity to make a statement when the protest or complaint is being heard and shall have received seven (7) days notice of the hearing, together with a copy of the submission. When dealing with a protest or complaint the Management Committee shall take into consideration the possession by the protesting or complaining Club of any information which, if properly used, might have avoided the protest or complaint.

### **BOARD OF APPEAL**

16. Within 14 days of the posting of written notification of any decision of the Management Committee or the Competition, a Club, Official or Player against whom action is taken may appeal against such decision by lodging particulars in duplicate with the Secretary of the Berks & Bucks Football Association, including a fee of £25.00, for adjudication of a Board of Appeal. The grounds of appeal shall be in accordance with FA Rules. The Board of Appeal may order the appeal fee to be forfeited and shall decide by whom the costs of the appeal shall be borne. The decision of the Board of Appeal is final and binding on all parties concerned.

No appeal can be lodged against a decision taken at an Annual or Special General Meeting unless this is on the grounds of unconstitutional conduct.

### **EXCLUSION OF CLUBS. OR TEAMS MISCONDUCT, CLUBS, OFFICIALS, PLAYERS**

17. (A) At the Annual General Meeting, or Special General Meeting called for the purpose, Notice of Motion having been duly circulated on the Agenda, the accredited delegates present shall have the power to exclude any Club or Team from further membership which shall be supported by (more than) two thirds of those present and voting. Voting on this point shall be conducted by ballot.

(B) At the Annual General Meeting, or at a Special General Meeting called for the purpose, in accordance with the provisions of Rule 19, the accredited delegates present shall have the power to exclude from further participation in the Competition any Club whose conduct has, in their opinion, been undesirable, which shall be supported by (more than) two-thirds of those present and voting. Voting on this point shall be conducted by ballot. A Club whose conduct is the subject of the vote being taken shall be excluded from voting.

(C) Any official or member of a Club proved guilty of either a breach of Rule, other than field offences, or of inducing or attempting to induce a player or players of another Club in the Competition to join them shall be liable to expulsion or such penalty as a General Meeting or Management Committee may decide, and their Club shall also be liable to expulsion in accordance with the provisions of Clauses (A) and (B) of this Rule.

### **TROPHY:- LEGAL OWNERS, CONDITIONS OF TAKING OVER, AGREEMENT TO BE SIGNED. AWARDS.**

18. (A) The Officers of the Competition shall for all intents and purposes, be the legal owners of the Cup, which cannot be won outright. If a Competition is discontinued for any reason a Trophy or any other presentation shall be returned to the Donor if the conditions attached to it so provide or, if not, dealt with as the sanctioning Association may decide.

(B) The following agreement shall be signed on behalf of the winners of the Cup or Trophy:-

"We A \_\_\_\_\_ and B \_\_\_\_\_, the Chairman and Secretary of \_\_\_\_\_ FC, members of and representing the Club, having been declared winners of \_\_\_\_\_ Cup or Trophy, and it having been delivered to us by the Competition, do hereby on behalf of the Club jointly and severally agree to

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return the Cup or Trophy to the Competition Secretary on or before 31st March. If the Cup or Trophy is lost or damaged whilst under our care we agree to refund to the Competition the amount of its current value or the cost of its thorough repair.”

(C) At the close of each Competition awards may be made to the winners and runners-up if the funds of the Competition permit.

### **SPECIAL GENERAL MEETINGS**

19. Upon receiving a requisition signed by two-thirds of the Clubs in membership the Secretary shall call a Special General Meeting.

The Management Committee may call a Special General Meeting at any time.

At least fourteen (14) days notice shall be given of either meeting under this Rule, together with an agenda of the business to be transacted at such meeting. Each Full Member Club shall be empowered to send two delegates to all Special General Meetings. Each Club shall be entitled to one vote only.

Any continuing Member Club failing to be represented at a Special General Meeting without satisfactory reason being given shall be fined £10.00.

Officers and Management Committee members shall be entitled to attend and vote at all Special General Meetings.

### **ALTERATION TO RULES**

20. (A) Alterations shall be made to these Rules only at the Annual General Meeting or at a Special General Meeting specially convened for the purpose called in accordance with Rule 19. Any alterations made during the playing season to the Rule relating to the qualification of players shall not take effect until the following season.

(B) Notice of proposed alterations to be considered at the Annual General Meeting shall be submitted to the Secretary by 28<sup>th</sup> February in each year. The proposals, together with any proposals from the Management Committee, shall be circulated to the Clubs by 15<sup>th</sup> March and any amendments thereto shall be submitted to the Secretary by 31<sup>st</sup> March.

The proposals and proposed amendments thereto shall be circulated to Clubs with the notice of the Annual General Meeting. A proposal to change a Rule shall be carried if two-thirds of those present and entitled to vote are in favour.

(C) A copy of the proposed alterations and proposed amendments to be considered at the Annual General Meeting shall be submitted to the Berks & Bucks Football Association by not later than 14<sup>th</sup> April.

A copy of the proposed alterations and proposed amendments to be considered at a Special General Meeting shall be submitted to the Berks & Bucks Football Association by no later than twenty-eight (28) days prior to the date of the meeting.

(D) Any alterations or additions decided upon at any meeting shall not become operative until the approval of the Berks & Bucks Football Association shall have been obtained.

### **RULES BINDING ON CLUBS**

21. Each Member Club shall be deemed to have given its assent to the foregoing Rules and agreed to abide by the decisions of the Management Committee subject to Rule 16. Each Member Club shall abide by any issued Football Association Code of Conduct.

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### FINANCE

22. (A) The Management Committee shall determine with which bank or other financial institution the funds of the Competition shall be lodged.
- (B) All expenditure in excess of £100.00 shall be approved by the Management Committee. Cheques shall be signed by at least two Officers nominated by the Management Committee.
- (C) The financial year of the Competition shall end on 31st May.
- (D) The books, or a certified balance sheet, of a Competition shall be prepared and shall be audited / verified annually by some suitable person(s) who shall be appointed at the Annual General Meeting.

### RULE BOOKS

23. Each Club shall have in their possession two (2) current Rule Books, which shall be purchased at a cost set by the competition. The Officers and the Management Committee shall each be provided with one (1) Rule Book.

### CHILD PROTECTION

1. Any act, statement, conduct or other matter which harms a child or children, or poses or may pose a risk of harm to a child or children, shall constitute behaviour which is improper and brings the game into disrepute.
2. In these Regulations the expression "Offence" shall mean any one or more of the offences contained in Schedule 1 to the Children and Young Persons Act 1933 and any other criminal offence which reasonably causes The Association to believe that the person accused of the offence poses or may pose a risk of harm to a child or children.
3. Upon receipt by The Association of:
- 3.1 notification that an individual has been charged with an Offence; or
  - 3.2 notification that an individual is the subject of an investigation by the Police, Social Services or any other authority relating to an Offence; or
  - 3.3 any other information which causes The Association reasonably to believe that a person poses or may pose a risk of harm to a child or children then The Association shall have the power to order that the individual be suspended from all or any specific football activity for such period and on such terms and conditions as it thinks fit.
4. In reaching its determination as to whether an order under Regulation 3 should be made The Association shall give consideration, inter alia, to the following factors:
- 4.1 whether a child is or children are or may be at risk of harm;
  - 4.2 whether the matters are of a serious nature;
  - 4.3 whether an order is necessary or desirable to allow the conduct of any investigation by The Association or any other authority or body to proceed unimpeded.
5. The period of an order referred to in 3 above shall not be capable of lasting beyond the date upon which any charge under The Rules of The Association or any Offence is decided or brought to an end.
6. Where an order is imposed on an individual under Regulation 3 above, The Association

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shall bring and conclude any proceedings under the Rules of The Association against the person relating to the matters as soon as reasonably practicable.

7. Where a person is convicted, or is made the subject of a caution in respect of an Offence, that shall constitute a breach of the Rules of The Association and The Association shall have the power to order the suspension of the person from all or any specific football activity for such a period (including indefinitely) and on such terms and conditions as it thinks fit.
8. For the purposes of these Regulations, The Association shall act through its Council or any Committee or Sub-Committee thereof, including the Board.
9. Notification in writing of an order referred to above shall be given to the person concerned and/or any Club with which he is associated as soon as reasonably practicable.
10. The applicable standard of proof shall be the civil standard, of the balance of probability. The more serious the allegation taking into account the nature of the misconduct alleged and the context of the case the greater the burden of evidence required to find the matter proved. Save that for charges pursuant to The Football Association's Child Protection Policy, where the welfare and protection of children shall be paramount and the test shall be whether more likely than not.