

## **Duchy Football League Rules**

### **Nomenclature and Constitution**

1. (A) This competition shall be designated the Duchy Football League and known as the JJ Jones Duchy Football League and shall consist of not more than 74 Clubs approved by the sanctioning authority.

(B) All such Member Clubs must 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 Cornwall County Football Association. The area covered by the Competition Membership shall be Cornwall and Devon.

This Competition shall apply annually for sanction to the Cornwall County Football Association and the constituent teams of Member Clubs may be grouped in divisions, each not exceeding 16 in number.

(C) This Competition shall only permit one team from a Club to participate in the same division unless there is no viable alternative because of logistical issues and/or reasons linked to participation and geographical boundaries. This Competition will obtain the prior approval of the sanctioning Association in the event of a division comprising of more than one team from the same Club. This Competition will ensure that, where permission is given, teams from a Club operating in the same division are run as separate entities with no interchange of players other than via transfers of registration in accordance with Competition Rules.

(D) (Inclusivity and Non-discrimination)

(i) This Competition and each Member Club must be committed to promoting inclusivity and to eliminating all forms of discrimination

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

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

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

(E) not applicable

(F) not applicable

(G) not applicable

(H) At the Annual General Meeting or a Special General Meeting called for the purpose, a majority of the delegates present shall have power to decide or adjust the compilation of the divisions at their discretion. When necessary this Rule shall take precedence over Rule 12.

### **Entry Fee, Subscription, Deposit**

2 (A) Applications by Clubs for admission to this Competition or the entry of an additional team(s) must be made in writing to the Secretary by 31st May and must be accompanied by an Entry Fee of £50.00 per team which shall be returned in the event of non-election.

At the discretion of a majority of the accredited voting members present applications, of which due notice has been given, may be received at the Annual General Meeting or a Special General Meeting. The Entry Fee shall apply.

The criteria for entry to, and continuing membership of, the League will be that all teams have adequate on-site facilities which must include separate changing rooms for both teams and the match officials, lighting, showers and a toilet.

When Rule 12 (b) is applied and a team seeks a transfer or is compulsorily transferred to another division no Entry Fee shall be payable.

(B) The Annual Subscription shall be £25.00 per Team payable on or before the 31<sup>st</sup> May in each year.

Each Team shall pay an Annual Referee's Appointments Subscription at a rate equivalent to that levied on the League by the CCFA, payable on or before 30<sup>th</sup> September.

(C) Each Club shall within fourteen days of election pay a Deposit of £100.00 which shall be returnable to Clubs on leaving the Competition provided they have fulfilled their fixtures and complied with all orders of the Management Committee.

(D) A Club shall not participate in this Competition until the Entry Fee, Annual Subscription and Deposit have been paid.

(E) Clubs must advise annually to the Secretary in writing by 30th June of its Cornwall/Devon County Football Association affiliation number for the forthcoming Season, failing which they shall be fined £5.00. Clubs must 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 determined by the Annual General Meeting and elected thereat. (N.B. Auditors/Verifiers 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 eight members who shall be elected at the Annual General Meeting. All Participants shall abide by The Football Association Regulations for Safeguarding Children as determined by The Association from time to time.

(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 April 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 at least quarterly.

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 must be conducted through their nominated Officers.

### **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. The Management Committee shall have power to deal only with matters within the Competition and not for any matters of misconduct that are under the jurisdiction of the Football Association or affiliated Association.

(B) Subject to the permission of the Cornwall 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 or where there may be a conflict of interest. (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 matters affecting the Competition, including any not provided for in the Rules.

With the exception of Rules 5 (I), 6 (H), 10(A), 11 and 19, for all breaches of Rule a formal written charge must be issued. The respondent shall be given seven days from the date of notice to reply to the charge and given the opportunity to:-

- (i) Accept or deny the charge
- (ii) Submit in writing a case of mitigation, or
- (iii) Put 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 by the appropriate Association.

With the exception of Clubs playing at Step 7 of the Football Pyramid and the FA Women's Premier League, the maximum fine permitted for any breach of a Competition rule is £250 and, when setting the fine, the Competition must ensure that the penalty is proportional to the offence, taking into account any mitigation circumstances.

(E) All decisions of the Management Committee shall be binding subject to the right of appeal in accordance with Rule 16.

Decisions of the Management Committee must be notified in writing to those concerned within fourteen days.

(F) Five Members of the Management Committee shall constitute a quorum for the transaction of business of the Management Committee and three 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 14 days of the date of posting of the written notification.

Any Club failing to do so will be fined a maximum of £50. Further failure to pay the fine including the additional sum within 14 days will result in fixtures being withdrawn until such time as the outstanding payments are settled.

(J) A member of the Management Committee appointed by the Competition to attend a meeting or match may have any expenses refunded by the Competition.

(K) The Management Committee shall have the power to fill any vacancy that may occur in 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.

(L) The business of the Competition as determined by the Management Committee may be transacted by electronic mail or facsimile.

### **Annual General Meeting**

6. (A) The Annual General Meeting shall be held not later than the 30th June in each year. At this meeting the following business shall be transacted provided that at least 35 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 the 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 of the season and kick off times applicable to the competitions.
- (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 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 Cornwall County Football Association.

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

(D) Each Member Club shall be empowered to send two delegates to an Annual General Meeting. Each Club shall be entitled to one vote only Fourteen 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.

(F) All voting shall be conducted by a show of voting cards unless a ballot be demanded by at least one third 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 Member Club.

(H) Any continuing Member Club failing to be represented at the Annual General Meeting without satisfactory reason being given shall be fined £50.00

(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 an Application for membership for the coming season, or upon indicating that a Club intends to compete.

We, A ..... of ..... (Chairman) and

B ..... 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, 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 to appeal in accordance with Rule 16.

Any alteration of the Chairman and/or Secretary on the above Agreement must be notified to the Cornwall/Devon Football Association(s) 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) (i) Contract players, as defined in Football Association Rules, are not permitted in this Competition with the exception of those Players who are registered under Contract with the same Club who have a team operating at Steps 1 to 6 of the National League System.

It is the responsibility of each Club to ensure that any Player signing a registration form for that Club has, where necessary, the required International Transfer Certificate. Clearance is required for any Player aged 12 or over crossing borders including Wales, Scotland and Ireland.

(A) (ii) While serving in any branch of Her Majesty's Regular Forces, a player must first obtain the consent of his Association Secretary before signing a registration form to play for a Club.

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

(1) Signed a fully and correctly completed Competition registration form in ink, countersigned by an Officer of the Club and who has been registered with the Secretary 2 days prior to playing and whose completed registration counterfoil has been received by the Club prior to playing.

Registration forms may also be submitted to the (Registrations) Secretary by facsimile machine or electronic mail prior to the player playing. The original document must be forwarded by post within three days of the match to the appropriate Officer.

(C) A team shall not include more than TWO players who have taken part in TWO or more senior competition matches during the current season unless a period of TWENTY EIGHT days has elapsed since they played. For the purpose of this Competition, Senior Competitions are those registered with their sanctioning County Football Association as Senior Competitions.

(Examples of Senior Competitions are the CCFA Senior & Charity Cups, The Western, SW Peninsula, Cornwall Combination, East Premier League's & Cups, the Premier Divisions of the North Devon & Plymouth & West Devon Combination Leagues)

(D) 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 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.

(E) Registration forms shall be obtained from the (Registrations) Secretary.

(F) 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 Secretary shall notify the Club last applying to register the player of the fact of the previous registration.

(G) 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 without first being transferred.
- (ii) Having signed for one Club in the competition, sign for another Club in the Competition in that season except for the purpose of a transfer.
- (iii) Submit a signed registration form for registration that the player had wilfully neglected to accurately or fully complete.

(H)

- (i) The Management Committee shall have power to accept the registration of any player subject to the provisions of clauses (ii) and (iii) below.
- (ii) The Management Committee shall have power to refuse, cancel or suspend the registration of any player or may fine any 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 make application to refuse or cancel the registration of any player charged and found guilty of undesirable conduct (subject to Rule 16) subject to the right of appeal to the FA or the relevant County Football Association. Undesirable conduct shall mean an incident of repeated proven misconduct, which may deter a participant from being involved in this Competition. Application should be made to the parent County of the Club the player is registered with or intending to be registered with.
- (iv) For a player who has previously had a registration removed in accordance with clause (iii) but has a registration accepted at the expiry of exclusion will be considered to be under a probationary period of 12 months. Whilst under a probationary period, should the player commit a further act of proven misconduct under the jurisdiction of the Competition, (excluding standard dismissals), the Competition would be empowered to consider a further charge of bringing the Competition into disrepute.

(Note: Action under Clause (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 and will in any case be subject to an Appeal to the Football Association. All decisions must include the period of restriction. For the purpose of this Rule, bringing the competition into disrepute can only be considered where the player has received in excess of 112 days' suspension, or 10 matches in match based discipline, in a period of two years or less from the date of the first offence for any team playing in this Competition.)

(I) Subject to the FA Rule C2 (a) dealing with players without a written contract when a player desires a transfer, the Club the player wishes to transfer to shall submit a transfer form to the Secretary accompanied by a fee of £8.00. Such transfer shall be referred by the Secretary to the Club for which the player is registered. Should this Club object to the transfer it should state its objections in writing to the Secretary and to the player concerned within seven days of the receipt of the transfer form. Upon receipt of the Club's consent, or upon its failure to give written objection within seven days, the Secretary may, on behalf of the Management Committee, transfer the player who shall be deemed eligible to play for the new Club from such a date or 7 days after receipt of such transfer.

In the event of an objection to a transfer the matter shall be referred to the Management Committee for a decision.

(J) A player may not be registered for a Club nor transferred to another Club in the Competition after 31st March except by special permission of the Management Committee.

(K) 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.

(L) A register containing the names of all players registered for each Club, with the date of registration, shall be kept by the 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.

In the event of a player without a written contract changing his status to that of a contract player with the same Club, another Club in the Competition or with a Club in another Competition his registration as a player without a written contract will automatically be cancelled and declared void unless the Club conforms to the exception detailed in Rule 8 (A)(i)

(M) A player shall not be eligible to play for a team in any special championship, promotion or relegation deciding match (as specified in Rule 12(a) unless the player has played three or more games for that team in this Competition in the current season.

(N) A player who has been a registered member of a Club before the 31st October of the current season, but has not played the three requisite matches, may assist that Club in a special championship, promotion or relegation deciding match providing he has not played for any other Club in competitive matches during the said season.

(O) (i) Any team playing an unregistered or otherwise ineligible player or players shall have the points gained in the match deducted from its total and, may be fined and-or otherwise dealt with at the discretion of the Management Committee.

(ii) In addition the team may have a maximum of 12 points deducted from its total at the discretion of the Management Committee and may be dealt with in any further manner which is thought to be fit.

(iii) The Management Committee may, at its discretion, award the points available in the match in question to the opponents subject to the match not being ordered to be replayed.

(The following Clause applies to Competitions involving players in full-time secondary education);\_

- (P) (i) Priority must be given at all times to school and school organisations activities.  
(ii) The availability of children must be cleared with the Head Teachers (except for Sunday Leagues)  
(iii) To play in an open age competition a player must have reached the age of 16.

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

### **Club Colours, Club Names**

9. (A) Every Club must register the colour of its shirts and shorts with the Secretary by 30th June who shall decide their suitability.

Goalkeepers must 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 will play to its opponents at least five days before the match.

If in the opinion of the referee, two Clubs have the same or similar colours, the away team shall make the 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 must be numbered.

(B) Any Club wishing to change its name and/or colours must 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) The Annual General Meeting shall determine the date for the commencement of the season in accordance with Football Association Rules. Original Fixtures arranged by the Fixtures Secretary, or at a meeting specially convened for that purpose, to be held no later than 31<sup>st</sup> July, must not be arranged for a date later than seven days preceding the concluding date.

Any Club failing to be represented at a fixture meeting or otherwise infringing this Rule shall be liable for a fine of £25.00 and the Fixtures Secretary shall arrange that Club's fixtures.

All Clubs must commence League fixtures on or before the first Saturday in September.

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

Clubs must 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 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.

Football Turf pitches (3G) are allowed in this Competition providing they meet the required performance standards and are listed on the FA's Register of Football Turf pitches. For clubs playing at Step 7 and below a pitch must be tested (by a FIFA accredited test institute) every three years and the results passed to the FA. The FA will give a decision on the suitability for use and add the pitch to the Register.

The home Club is also responsible for advising participants of footwear requirements when confirming match arrangements in accordance with Rule 10(D).

All matches shall have a duration of 90 minutes unless a shorter time (not less than 70 minutes) is mutually arranged by the two captains in consultation with the referee prior to the commencement of the match, and in any event shall be of equal halves.

The times of kick-off shall be fixed by the A.G.M. Any Club failing to commence at the appointed time may be fined a sum not exceeding £20.00 or be otherwise dealt with as the Management Committee may determine.

Referees must order matches to commence at the appointed time and must report all late starts to the competition.

The home team must provide at least two footballs fit for play and the referee shall make a report to the Competition if the footballs are unsuitable. Goal nets must be used.

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

In the case of a revised fixture date, the Clubs must be given by the Competition 5 clear days' notice of the match (unless mutually agreed).

(D) The Secretary of the home club must give notice in writing of full particulars of the location of and access to, the ground and time of kick-off to the Referee and the Secretary of the opposing Club at least five 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 of £10.00.

(E) In the event of a Club playing in any match with less than ten players they may be fined £5.00 for each missing player. A minimum of seven players will constitute a team for a Competition match.

(F) (i) Home and away matches shall be played. In the event of a Club failing to keep its engagement the Management Committee shall have power to inflict a fine, deduct points from the defaulting Club, award the points from the match in question to the opponents, order the defaulting Club to pay any expenses incurred by the opponents or otherwise deal with them except the award of goals. Notwithstanding the foregoing home and away provision, the Management Committee shall have power to order a match to be played on a neutral ground or on the opponent's ground if they are satisfied that such action is warranted by the circumstances.

(ii) Any Club with more than one team in the Competition shall always fulfil its fixture, within the Competition, in the following order of precedence: - First Team, Reserve Team, A Team. Clubs in breach of this requirement shall be fined a sum not exceeding £50.00 or otherwise dealt with by the Management Committee.

(iii) Any Club unable to fulfil a fixture or where a fixture has been postponed for any reason must, without delay, give notice to the (Fixtures) Secretary, the Competition Referees Appointments 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 inflict a fine.

(iv) 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 Fixtures Secretary within 14 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.

(v) 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 members(s) they shall be empowered to award the points for the match to the opponent. In cases where a match has been abandoned owing to the conduct of both teams or their club member(s), the Management Committee shall rule all points for the match as void. No fine(s) can be applied by the Management Committee for an abandoned match.

(vi) The Management Committee shall review any match that has taken place where either or both teams were under a suspension imposed upon them by the Association or Affiliated Association. In each case the team that was under suspension would be dealt with in the same manner as if they had participated with ineligible players in accordance with Rule 8(O) above. Where both teams were under suspension the game must be declared null and void.

(G) A Club may at its discretion and in accordance with the Laws of the Game use 5 substitute players in any match in this competition who may be selected from 5 players.  
A player who has been substituted himself becomes a substitute and may replace a player at any time subject to the substitution being carried out in accordance with Law 3 of the Laws of Association Football.  
The referee shall be informed of the names of the substitutes not later than 5 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 10 minutes duration, but shall not exceed fifteen minutes. The half time interval may only be altered with the consent of the referee.

(J) All teams in the Premier Division and Division One must have adequate on-site facilities which must include separate changing rooms for both teams and the match officials, lighting, showers and a toilet.

### **Reporting Results**

11. (A) The Secretary must receive within three days of the date played, the result of each Competition match in the prescribed manner. This must include the forenames(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 will incur a fine of £10.00 and/or the club being dealt with as the Management Committee decide.

(B) The Home Club shall telephone the result of each match to the Fixtures Secretary by 6p.m. on Saturdays and 10 p.m. for midweek or shall be fined £10.00.

(C) The match result notification, correctly completed shall be signed by a responsible member of the Club. Failure to do so will result in a fine of £20. N.B. If the fixed penalty exceeds £20 the Club must be charged as detailed in Rule 5 (D).

### **Determining the Championship**

12. (A) Team rankings within the Competition will be decided by points with three points to be awarded for a win and one point for a drawn match. The teams gaining the highest number of points in their respective Divisions at the conclusion shall be adjudged the winners. Matches must not be played for double points.

In circumstances where two or more teams are equal on points team rankings shall be determined by goal difference where the goals scored against by each team shall be deducted from the goals scored by that team and the largest positive difference shall be placed the highest. In the event of the goal difference being equal the highest placed team shall be the team which has scored the most goals. In the event that two or more teams have the same goal difference and have scored the same number of goals then the highest placed team shall be the team which has won the most matches.

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

If the records of two or more teams are still equal and it is necessary for any reason to determine the position of each then the teams affected shall play a deciding match or matches as determined by the Management Committee.

(B) Automatic promotion and relegation shall be applied for the first two and last three teams in each Division except as provided for hereunder, subject to the provisions of Rule 1 (b)

(i) Should one or more teams withdraw from any one Division after the fixtures have commenced an equal number of teams to those withdrawing in that Division shall not be automatically relegated.

(ii) Vacancies occurring after the conclusion of the season may be filled in any of the following ways:

- (a) retention of otherwise relegated third from bottom team
  - (b) additional promotion of the next ranked team(s) from the Division below.
  - (c) election of team(s) from regionalised Divisions.
- (iii) The last two teams in the lowest Division shall retire, but be eligible for re-election except as below, and be subject to the conditions of paragraph (b) (1) above.
- (iv) When a senior team is relegated to a lower Division of which its reserve team is a member, or entitled to be a member, such reserve team must accept relegation to, or retain its position in, the next lower Division; and should the senior team be relegated to the lowest Division its reserve team automatically retires from the Competition.
- (v) Should either or both of the leading teams in any Division have its senior team in the next higher Division, promotion shall fall, to the next highest team or teams in the Division concerned.

(C) In the event of a team not completing 75% of its fixtures for the season all points obtained by or recorded against such defaulting team shall be expunged from the Competition table.

(D) Where a promotion and relegation link exists between competitions the top three placed Premier Division Duchy League Clubs, providing they meet the appropriate grading criteria, will be eligible to make application to the East Cornwall Premier League at their Annual General Meeting. Should the Champion club not wish for promotion or, alternatively, not have the necessary grading criteria, then the second or third place Club will be eligible under the same conditions.

At the end of each season and depending on the geographical location of Clubs gaining promotion to or being relegated from the East Cornwall Premier League Competition, it may be necessary for the Competition to accept a Club from the East Cornwall Premier League Competition.

### **Referees**

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

(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 endeavour to agree upon a Referee. An individual thus agreed upon shall, for that game, have the full powers, status and authority of a registered Referee. Individuals under the age of 16 must not participate either as a Referee or Assistant Referee in any open age competition.

(C) All Premier Division teams shall provide a Club Assistant Referee. Failure to do so will 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 must be accepted unless the ground is declared fit for play.

(E) Subject to any limits/provisions laid down by the sanctioning Association Match Officials appointed under this Rule shall be paid a match fee £18 of .....and travel expenses of...36per mile. The Home Club shall pay the Officials their fees and/or expenses immediately after 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 expenses only. Where a match is not played owing to one Club being in default, that Club shall be ordered to pay the Officials, if they attend the ground, their full fee and expenses.

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

(J) not applicable

(I) 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 Football Association/ County Association.

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

#### **Continuation of Membership or Withdrawal of a Club**

14. (A) After 31st 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 must notify the Secretary in writing by 31st March each Season or be liable to a fine not exceeding £250.00.

(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 £250 per team and shall also be liable for its share of any call which may be made under Rule 5(D).

(C) The Membership for the coming season having been decided at a Special General Meeting held for that purpose not earlier than 30th April nor later than 30th June or at the Annual General Meeting held not later than 30th June the Competition shall have the right, irrespective of other provisions in this Rule, to refuse to permit a Club to withdraw its team(s) in order to join another Competition and hold the club to its engagements.

(D) In the event of a Member Club which is an unincorporated 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 obligations 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.

If the debt remains unpaid after eighty-four (84) days the Competition may apply to the Club's parent County Association for the debt to be recovered in accordance with the FA Football Debt Recovery System. Once the matter has been passed to the Club's parent County Association the debt can only be cleared by payment to that County Association.

#### **Protests and Appeals**

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 will 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 must contain full particulars of the grounds upon which they are founded) must be lodged in duplicate with the Secretary within three 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 a 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 £20.00. 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.

(E) All parties to a protest or complaint must receive a copy of the submission and must be afforded the opportunity to make a statement at least 7 days prior to the protest or complaint being heard.

- (i) All parties must have received 7 days' notice of the Hearing should they be instructed to attend.
- (ii) Should a Club elect to state its case in person then they should forward a deposit of £20 and indicate such when forwarding the written response.

### **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 Cornwall Football Association, including a fee of £25.00, for adjudication of a Board of Appeal. The grounds of appeal shall be in accordance with F.A. 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 ground 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 must be supported by (more than) two thirds (2/3) of those present and voting. Voting on this point shall be conducted by ballot.

(B) At the Annual General Meeting, or 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 must be supported by (more than) two-thirds (2/3) 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.

(D) Any Club or Teams failing to complete its fixtures in any season shall (unless the conditions are beyond their control, or the accredited delegates present at the Annual General Meeting decide otherwise by a majority of two-thirds of the votes cast) be debarred from membership the following season.

### **Trophy:-Legal owners, Conditions of Taking Over, Agreement to be signed, Awards**

(A) 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 .....F.C., 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 return the Cup or Trophy to the Competition Secretary on or before 31<sup>st</sup> 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”.

Failure to comply will result in a fine as determined by the Management Committee.

(B) At the close of each Competition awards shall 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 seven 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 Member Club shall be empowered to send two delegates to all Special General Meetings. Each Club shall be entitled to one vote only, as will members of the Management Committee.

Any continuing Member Club failing to be represented at a Special General Meeting without satisfactory reason being given shall be fined £50.00.

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

### **Alteration to Rules**

20. Alterations, for which consent has been given by the sanctioning Association, shall be made to these Rules only at the Annual General Meeting or a Special General Meeting specially convened for the purpose called in accordance with Rule 19. Any alteration made during the playing season to the Rule relating to the qualification of players shall not take effect until the following season.

Notice of proposed alterations to be considered at the Annual General Meeting shall be submitted to the Secretary by 1<sup>st</sup> March in each year. The proposals, together with any proposals by the Management Committee, shall be circulated to the Clubs by 31<sup>st</sup> March and any amendments thereto shall be submitted to the Secretary by 15<sup>th</sup> April. 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 a majority of those present and entitled to vote and voting are in favour.

A copy of the proposed alterations to Rules to be considered at the Annual General Meeting or Special General Meeting shall be submitted to the sanctioning Football Association 14 days prior to the date of the meeting.

### **Finance**

21. (a) The Management Committee shall determine with which bank or other financial institution the funds of the Competition are lodged.

(b) All expenditure in excess of £250.00 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 will end on 31<sup>st</sup> March.

(d) The books, or a certified balance sheet, of a Competition shall be prepared and shall be verified annually by some suitable person(s) who shall be appointed at the Annual General Meeting.

### **Insurance**

22. All Clubs must have public liability insurance cover of at least 10 million pounds (£10,000,000).

All Clubs shall be members of a Players' personal accident scheme. The policy cover shall be at least equal to the minimum recommended cover determined from time to time by the sanctioning Association. In instances where The Football Association is the sanctioning Association, the minimum recommended cover will be the cover required by the Affiliated Association to which a Club affiliates.

### **Dissolution**

23 (A) Dissolution of the Competition shall be by resolution approved at a Special General Meeting by a majority of three quarters (3/4) of the members present and shall take effect from the date of the relevant Special General Meeting.

(B) In the event of the dissolution of the Competition, the members of the Management Committee are responsible for the winding up of the assets and liabilities of the Competition.

(C) The Management Committee shall deal with any surplus assets as follows:

(i) Any surplus assets, save for a Trophy or any other presentation, remaining after the discharge of the debts and liabilities of the Competition shall be transferred only to another Competition or Affiliated Association or The Football

Association Benevolent Fund or to such other charitable or benevolent object in the locality of the Competition as determined by resolution at or before the time of winding up, and approved in writing by the sanctioning Association.

(ii) 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.

### **Duchy Football League Cup Competitions**

1. (a) The Knock-Out Cup Competition shall consist of the top thirty-two teams from the previous season's league positions and will include any team(s) joining the Premier Division from a higher League in place of promoted team(s). Where necessary, teams gaining automatic promotion will be deemed to have finished higher than teams being relegated.
1. (b) The League Cup Competition shall consist of all the remaining first teams not qualified for the Knock-Out Cup.
1. (c) The Reserve Team Cup shall consist of all reserve teams, but would exclude a third team of a Club from entry.
2. A player registered for a Club in the League shall be eligible to play for that Club in one of the Cup Competitions, but he shall NOT play for more than one Club or more than one team of that Club, or in more than one of the Cup Competitions in any season. A player shall not play in a Semi-Final or Final match of a Cup Competition unless he has played in THREE or more games for that team in any Duchy League competition prior to 15<sup>th</sup> March in that season.

Any team playing an unregistered or otherwise ineligible player shall be removed from the competition and the match will be awarded to the team against whom the player played. All protests about player eligibility must be lodged with the secretary within 3 days of the game (Sundays excluded)

A player who has been a registered member of a Club prior to the 31<sup>st</sup> October of the current season, but has not played the three requisite matches, may assist that Club in a Semi-Final or Final match of a Competition providing he has not played for any other Club in competitive matches during the said season.

3. The Competitions shall be played on a knock out basis and a draw shall be made for all rounds. All ties prior to the semi-finals shall be played on the ground of the first named Club. In the event of the match being drawn, extra-time of fifteen minutes each way shall be played, and if the scores still remain level the tie shall be decided by the taking of penalty kicks from the penalty mark in accordance with the laws of the game.
4. (a) The Knock-Out Cup Semi-Finals and Final shall be played on neutral grounds selected by the League Management Committee and the gate proceeds shall be devoted to League funds. In the event of a drawn Semi-Final or Final, extra-time of fifteen minutes each way shall be played, and if the scores still remain level the tie shall be decided by the taking of penalty kicks from the penalty mark in accordance with the laws of the game.
4. (b) The League Cup and Reserve Team Cup Semi-Finals shall be played on a home and away basis. In the event of the aggregate scores being level after both matches, away goals shall count as double. Should the aggregate scores remain level the tie shall be decided by the taking of kicks from the penalty mark in accordance with the laws of the game. The Final shall be played on neutral grounds selected by the League Management Committee and the gate proceeds shall be devoted to League funds. In the event of a drawn Final, extra-time of fifteen minutes each way shall be played, and if the scores still remain level the tie shall be decided by the taking of penalty kicks from the penalty mark in accordance with the laws of the game.
5. In all finals, Referee's and Assistant Referees shall each receive a plaque in lieu of a fee, to be presented at the conclusion of the game, plus reasonable travelling expenses. Where a Referee uses his own transport he shall be allowed to charge at a rate per mile in accordance with that designated by the Cornwall Junior Cup competition.
6. Any matter not covered by the Cup Competitions Rules shall be governed by the Rules of the League.

