

# **THE EAST DEVON CUPS COMPETITION**

**2016 / 2017**



## **Rules of the Competition**

# THE EAST DEVON CUPS COMPETITION

GOVERNING

THE EAST DEVON SENIOR CUP  
THE EAST DEVON BILL SLEE CUP  
THE FOOTBALL EXPRESS CUP  
THE EAST DEVON GEARY CUP  
THE EAST DEVON MINOR CUP  
THE FOOTBALL EXPRESS MINOR CUP

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**LIFE MEMBER:**

**VICE-PRESIDENTS:** I. Doble, Esq., R. T. Spray, Esq., I. Walters, Esq.

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**MANAGEMENT COMMITTEE:** M. Beresford, Esq., T. Locke, Esq., M. Phillips, Esq.

**BOARD OF APPEAL:** Appointed by Devon County Football Association Limited

# 1. DEFINITIONS

(A) In these Rules:

“**Affiliated Association**” means an Association accorded the status of an affiliated Association under the Rules of The FA.

“**AGM**” shall mean the annual general meeting held in accordance with the constitution of the Competition.

“**Deposit**” means a sum of money deposited with the Competition as part of the requirements of membership of the Competition.

“**Club**” means a Club for the time being in membership of the Competition and ‘Team’ means a side from a Club especially where a Club provides more than one (1) Team in a division in accordance with the Rules.

“**Competition**” means the East Devon Cups Competition.

“**Competition Match**” means any match played or to be played under the jurisdiction of the Competition.

“**Secretary**” means such person or persons appointed or elected to carry out the administration of the Competition.

“**Contract Player**” means any Player (other than a Player on a Scholarship) who is eligible to play under a written contract of employment with a Club.

“**Fees Tariff**” means a list of fees approved by the Clubs at a general meeting to be levied by the Management Committee for any matters for which fees are payable under the Rules.

“**Fines Tariff**” means a list of fines approved by the Clubs at a general meeting to be levied by the Management Committee for any breach of the Rules.

“**Ground**” means the ground on which the Club’s team(s) plays its Competition Matches.

“**Management Committee**” means in the case of a Competition which is an unincorporated association, the Management Committee elected to manage the running of the Competition and where the Competition is incorporated it means the Board of Directors appointed in accordance with the articles of association of that Company.

“**Match Officials**” means the referee, the assistant referees and any fourth official appointed to a Competition Match.

“**Non Contract Player**” means any Player (other than a Player on a Scholarship) who is eligible to play for a Club but has not entered into a written contract of employment.

“**Officer**” means an individual who is appointed or elected to a position in a Club or Competition which requires that individual to make day to day decisions.

“**Player**” means any Contract Player, Non Contract Player or other Player who plays or who is eligible to play for a Club.

“**Playing Season**” means the period between the date on which the first competitive fixture in the Competition is played each year until the date on which the last competitive fixture in the Competition is played.

“**Rules**” means these Rules under which the Competition is administered.

“**Sanctioning Authority**” means the Devon County Football Association Limited.

“**Scholarship**” means a Scholarship as set out in Rule C 3(a)(i) of the Rules of The FA.

“**Team Sheet**” means a form provided by the Competition on which the names of the Players taking part in a Competition match are listed.

“**The FA**” means The Football Association Limited.

“**written**” or “**in writing**” means the representation or reproduction of words or symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- (B) All Clubs shall adhere to the Rules. Every Club shall be deemed, as a member of the Competition to have accepted the Rules and to have agreed to abide by the decisions of the Management Committee in relation thereto, subject to the provisions of Rule 16.
- (C) The Competition will be known as “The East Devon Cups Competition”. The Clubs participating in the Competition must be members of the Competition. A Club which ceases to exist or which ceases to be entitled to play in the Competition for any reason whatsoever shall thereupon automatically cease to be a member of the Competition.
- (D) The administration of the Competition under these Rules will be carried out by the Competition acting (save where otherwise specifically mentioned herein) through the Management Committee in accordance with the rules, regulations and policies of The FA.

## 2. NOMENCLATURE AND CONSTITUTION

- (A) The Competition shall be called “The East Devon Cups Competition”, governing the East Devon Senior Cup, the East Devon Bill Slee Cup, the Football Express Cup, and the East Devon Geary Cup. Hereafter known as the Senior Cups.

The East Devon Minor Cup and the Football Express Minor Cup. Hereafter known as the Youth Cups.

These are perpetual Trophies, and no Club may enter more than one (1) team in any one (1) cup in the above Competitions.

Entry to all Competitions shall be by invitation only. The closing date for all entries shall be the **31st July** in the forthcoming season.

The Trustees of the Cups shall be the Devon County Football Association Limited.

- (B)** All Clubs must be affiliated to an Affiliated Association and their names and particulars shall be returned annually by the appointed date on Form “D” to the Devon County Football Association Limited and must have a constitution approved by the Sanctioning Authority.

The area covered by the Competition Membership shall be Devon, Somerset, Dorset and Cornwall. The Competition shall apply annually for sanction to the Devon County Football Association Limited, and the constituent teams of Member Clubs may be grouped in Competitions not exceeding more than forty (40) in number.

- (C)** Does not apply to this Competition.

**(D) Inclusivity and Non-discrimination:**

- (i)** The Competition and each Club must be committed to promoting inclusivity and to eliminating all forms of discrimination.

- (ii)** Any alleged breach of the Equality Act 2010 legislation must be referred to the appropriate Sanctioning Authority for investigation.

- (E)** Clubs must comply with the provisions of any initiatives of The FA which are adopted by the Competition including but not limited to, Charter Standard and RESPECT programmes.

- (F)** Does not apply to this Competition.

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

### **3. ENTRY FEE, SUBSCRIPTION, DEPOSIT**

- (A)** Application by Clubs for admission to this Competition or the entry of an additional team must be made in writing to the Competition Secretary and must be accompanied by the Entry Fee of £25 set out in the Fees Tariff per team which shall be returned in the event of non-election.

- (B)** Does not apply to this Competition.

- (C)** In the event of any issue concerning membership of any Club with the Competition the Management Committee may require a Deposit to be paid by

or on behalf of the Club on such terms and for such period as it may in its entire discretion think fit.

- (D) Clubs shall not participate in this Competition until the Entry Fee, Annual Subscription and Deposit (if required) have been paid.
- (E) Clubs must make available their Devon County Football Association affiliation number if required by the Competition. Clubs must advise the Competition Secretary in writing, or on the prescribed form, details of its Headquarters, Officers and any other information required by the Competition.

The Officers of the Competition shall be the President, Vice-Presidents, Chairman, Vice-Chairman, Treasurer, Secretary, Referees Appointments Secretary, and up to twelve (12) members to be elected annually at the Annual General Meeting.

**(N.B.)** Auditors are not Officers.

#### **4. MANAGEMENT, NOMINATION, ELECTIONS**

- (A) The Management Committee comprise the Officers of the Competition and up to twelve (12) ordinary members who shall be elected at the Annual General Meeting.
- (B) All candidates for election as Officers or Members of the Management Committee shall be nominated to the Competition Secretary in writing, signed by the Secretaries of two (2) Member Clubs, not later than the **1st May** 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 nominations in accordance with the foregoing for any office, nominations may be received at the Annual General Meeting.
- (C)
  - (i) The Management Committee shall meet at least three (3) times a season to deal with any business as it arises.
  - (ii) On receiving a requisition signed by two-thirds (2/3rds) of the Members of the Management Committee the Competition Secretary shall convene a meeting of the Committee.
- (D) Except where otherwise mentioned all communications shall be addressed to the Competition 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.

#### **5. POWERS OF MANAGEMENT**

- (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 mis-conduct that are under the jurisdiction of The Football Association or Affiliated Association.

- (B)** Subject to the permission of the Devon County Football Association Limited 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.
- (C)** Each member of the Management Committee shall have the right to attend and vote at all Management Committee meetings and have one (1) 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 also apply to 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 the powers to apply, act upon and enforce these Rules and shall also have jurisdiction over all matters affecting the Competition Any action by the Competition must be taken within twenty-eight (28) days of the Competition being notified.

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 to the Club concerned. The Club charged shall be given seven (7) days from the date of notification of the charge 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, or the Rules and Regulations of The FA shall be dealt with in accordance with FA Rules by the appropriate Association.

Any fines levied shall be in accordance with the Fines Tariff.

The maximum fine permitted for any breach of a rule is £250 and, when setting any fine, the competition must ensure that the penalty is proportional to the offence, taking into account any mitigating circumstances.

- (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 must be notified in writing or by E-mail to those concerned within ten (10) days.

- (F)** More than fifty per cent (50%) of its members shall constitute a quorum for the transaction of business by the Management Committee or any sub-committee thereof.

- (G) The Management Committee, as it may deem necessary, shall have the power to fill in an acting capacity, any vacancies that may occur amongst their number.
- (H) A Club must comply with an order or instruction of the Management Committee and must attend to the business and/or the correspondence of the Competition to the satisfaction of the Management Committee.
- (I) All fines and charges are payable forthwith and must be paid within twenty-one (21) days of the date of notification of the decision. Any Club failing to do so will be fined in accordance with the Fines Tariff. Further failure to pay the fine including the additional fine within fourteen (14) days will result in fixtures being withdrawn until such time as the outstanding fines are paid.
- (J) A member of the Management Committee appointed by the Competition to attend a meeting or match may have any reasonable expenses incurred 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 Meeting 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

## **6. ANNUAL GENERAL MEETING**

- (A) The Annual General Meeting shall be held not later than **June** in each year. At this meeting the following business shall be transacted provided that at least ten (10) Members and three (3) Committee Members are present and entitled to vote:-
  - (i) To receive and confirm the Minutes of the preceding Annual General Meeting;
  - (ii) To receive and adopt the Annual Report, Balance Sheet, and Statement of Accounts;
  - (iii) Does not apply to this Competition;
  - (iv) Does not apply to this Competition;
  - (v) Election of Officers and Management Committee;
  - (vi) Appointment of Auditors;
  - (vii) Alteration of Rules, if any (of which notice has been given);
  - (viii) Fix the date for the commencement of the season and kick-off times applicable to the Competition;
  - (ix) Other business for 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 (14) days prior to the meeting, together with any proposed change of Rules.



- (C) A signed copy of the duly audited/verified Balance Sheet and Statement of Accounts shall be sent to Sanctioning Authority within fourteen (14) days of its adoption by the Annual General Meeting.
- (D) Each Club shall be empowered to send two (2) delegates to an Annual General Meeting. Each Club shall be entitled to one (1) vote only. 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 and who are not continuing Membership shall be entitled but shall vote only on matters related to the season being concluded. *This provision will 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 fifty (50%) per cent 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 (1) Member Club.
- (H) Any continuing Club must be represented at the Annual General Meeting without satisfactory reason being given shall be fined £20.
- (I) Officers and Management Committee Members shall be entitled to attend and vote at an Annual General Meeting.

## 7. AGREEMENT TO BE SIGNED

The Chairman and Secretary of each Club which is an unincorporated Association and two (2) directors of each Club which is an incorporated entity 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.

We \_\_\_\_\_

(Chairman)

and \_\_\_\_\_

(Secretary)

of the \_\_\_\_\_

Football Club have been provided with a copy of the Rules and Regulations of the East Devon Cups Competition and do hereby agree for and on behalf of the said Club to conform to these Rules and Regulations of the East Devon Cups Competition and to accept and 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 must be notified to the relevant County Football Association to which the Club is affiliated and to the Competition Secretary.

## 8. QUALIFICATION OF PLAYERS

All players playing in the East Devon Cups Competition will require a Player I.D. Registration Card, as per Rule 3(G) of the Devon County Football Association.

- (A) (i) Contract players 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 ten (10) and over crossing borders including Wales, Scotland and Ireland.

- (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 the Club.

- (B) A Player is one who, being in all other respects eligible, has:-

- (i) Signed a fully and correctly completed Devon & Exeter Football League registration form in ink, countersigned by an Officer of the Club, and who has been registered with the Competition Secretary five (5) days prior to playing and whose completed registration counterfoil has been received by the Club prior to playing. All Clubs ***MUST*** enclose a stamped, self-addressed envelope.

The Competition uses The Devon & Exeter Football League Player Database for the Registration and Transfer of Players.

- (C) For the purposes of this Competition, **Senior Leagues are any League above Devon & Exeter Premier League.**

- (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 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 players signature without first ascertaining whether such claims have been discharged to the satisfaction of the Club or Clubs, for which the player last played. In the event that a Player could be required to pay a proportion of a debt due under The FA Football Debt Recovery System then, whether or not the debt has been referred to the relevant County FA, the Competition must not affect the player's registration in any way or refuse to register a transfer due to that debt being outstanding. The Competition cannot refuse to register a Player for an unpaid non-footballing debt.

- (E)** Does not apply to the Competition.
- (F)** The Management Committee shall decide all registration disputes.
- (G)** It shall be a breach of Rule for a player to:-
  - (i)(a)** Play for more than one (1) Club in the Competition in the same season without first being transferred.
  - (b)** No player who has played in the East Devon Senior Cup may have his registration transferred to the East Devon Bill Slee Cup, the Football Express Cup or the East Devon Geary Cup.
  - (c)** A player who has played in the East Devon Bill Slee Cup, may have his registration transferred to the East Devon Senior Cup, but not to the Football Express Cup or the East Devon Geary Cup. No player can play in the East Devon Bill Slee Cup if he has played five (5) or more times in a Division higher than which the Clubs/Teams can enter the East Devon Bill Slee Cup.
  - (d)** A player who has played in the Football Express Cup may have his registration transferred to the East Devon Senior Cup or the East Devon Bill Slee Cup, but not to the East Devon Geary Cup. No player can play in the Football Express Cup if he has played five (5) or more times in a Division higher than which Clubs/Teams can enter the Football Express Cup.
  - (e)** A player who has played in the East Devon Geary Cup may have his registration transferred to the East Devon Senior Cup, the East Devon Bill Slee Cup, or the Football Express Cup. No player can play in the East Devon Geary Cup if he has played five (5) or more times in a Division higher than which the Clubs/Teams can enter the East Devon Geary Cup.
  - (f)** Those Clubs who enter Teams in the East Devon Cup Competitions will automatically have all their registered players eligible for all competitions. In addition to the formentioned, no player can play for more than one (1) Club/Team in the same Competition.
  - (ii)** Having signed for one (1) Club in the Competition, sign for another Club in the Competition in that season except for purposes of a transfer.
  - (iii)** Submit a signed registration form for registration that the player has wilfully neglected to accurately or fully complete.
- (H)**
  - (i)** The Management Committee shall have the power to accept the registration of any player subject to the provisions of Clauses (ii) and (iii) below.
  - (ii)** The Management Committee shall have the 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 the power to refuse, cancel or suspend 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 or repeated proven mis-conduct, 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 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 twelve (12) months. Whilst under a probationary period, should the player commit a further act of proven mis-conduct 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 mis-conduct 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 one hundred and twelve (112) days' suspension, or ten (10) matches in match based discipline, in a period of two (2) years or less from the date of the first offence.

- (I) Subject to compliance with FA Rule C2(a) when a Club wishes to register a Player who is already registered with another Club it shall submit a transfer form to the Competition accompanied by a fee as set out in the Fees Tariff. Such transfer shall be referred by the Competition to the Club for which the player is registered. Should this Club object to the transfer it should state its objections in writing or by E-mail to the Competition and the Player concerned within three (3) days, the Competition Secretary may, on behalf of the Management Committee, transfer the Player who shall be deemed eligible to play for the new Club from such date or two (2) days after receipt of such transfer.

In the event of any 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 players it registers and a record of games in which they have played, and shall produce such reports upon demand by the Management Committee.
- (L) A Register containing the names of all players registered for each Club, with date of registration, shall be kept by the Competition 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 (1) 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 who has played for a Team in the higher League five (5) times or more shall not in that season be eligible to play in the Competition except by permission of the Management Committee.
- (N) (i) Any Team playing an unregistered player or otherwise ineligible player or players shall be ruled out of the Competition and will be fined double the entrance fee or otherwise be dealt with at the discretion of the Management Committee.  
(ii) In addition to the foregoing, Teams that use player(s) under an assumed name will be fined the sum of £150 per offence and be reported to the Management Committee who may impose further sanctions as deemed appropriate.
- (O) The following Clause applies to Competitions involving players in full-time secondary education:-
  - (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 Teacher (except for Sunday Leagues).
  - (iii) Players must have attained the age of sixteen (16) before playing in the East Devon Senior, East Devon Bill Slee, Football Express and East Devon Geary Cups.

## **9. CLUB COLOURS AND CLUB NAME**

- (A) Every Club must register the colour of its shirts and shorts with the Competition Secretary by **31st July** who shall decide as to their suitability.

Goalkeepers must wear colours which distinguish them from all other players and the match officials.

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 its opponents the colours in which it will play (including the colour of the goalkeepers jersey) at least seven (7) days before the match.

If, in the opinion of the Referee, two (2) Clubs have the same or similar colours, the away Team shall make the change. A club must delay the scheduled time of

kick-off for a Competition match by not having a change of colours. Shirts must be numbered.

- (B) Any Club wishing to change its name must obtain permission from its the Sanctioning Authority and from the Management Committee.

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

- (A) The Annual General Meeting shall determine the date for the commencement of the season.
- (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 the 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 F.A.'s Register of Football Turf pitches. For Clubs playing at Step seven (7) and below a pitch must be tested (by a FIFA accredited test institute) every three (3) 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 ninety (90) minutes unless a shorter time (not less than sixty (60) minutes) is mutually arranged by the two Clubs in consultation with the referee prior to the commencement of the match, and in any event shall be of equal halves. Two matches involving the same two teams can be played on the same day providing the total playing time is not more than one hundred and twenty (120) minutes

**All Cup Matches:-** If the scores are level after normal time of ninety (90) minutes duration then extra time will be played in two (2) halves of fifteen (15) minutes each. If the scores remain level, a penalty competition will take place to decide the match.

The times of kick-off shall be fixed by the AGM and can only be altered by mutual consent of the two competing Clubs prior to the scheduled date of the

match with written notification given to the Competition at least seven (7) days prior.

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

Any Club failing to commence at the appointed time shall be fined a sum not exceeding £25 or be otherwise dealt with as the Management Committee may determine.

The home team must provide goal nets and at least two (2) footballs fit for play and the referee shall make a report to the Competition if the footballs are unsuitable.

- (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 parent County Association Cup Competitions. All other matches must be considered secondary. Clubs may agree to bring forward a match with the consent of the Competition Secretary. In the case of a revised fixture date, the Clubs must be given by the Competition five (5) clear days' notice of the match (unless otherwise mutually agreed).
- (D) The Secretary of the Home Club must give notice 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 seven (7) clear days prior to the playing of the match. If not so provided, the away Club shall seek such details and report the circumstances to the Competition.
- (E) A minimum of seven (7) players will constitute a Team for a Competition Match.
- (F)
  - (i) Does not apply to this Competition.
  - (ii) Does not apply to this Competition.
  - (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 Competition Secretary, Referees Appointment Secretary, the Secretary of the opposing Club and the match officials.
  - (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 (2) Clubs and approved by the Management Committee. Failing such agreement and notification to the Competition 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.
  - (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 (1) team or its Club member(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 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 three (3) substitute players in any match in this Competition who may be selected from five (5) players.

The Referee shall be informed of the names of the substitutes not later than five (5) minutes before the start of the match and a player not so named may not take part in that 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 the game within the meaning of Rule 8 of this Competition.

- (H) The half-time interval shall be of up to ten (10) minutes duration, but it shall not exceed fifteen (15) minutes. The half-time interval may only be altered with the consent of the Referee.
- (I) The Clubs taking part in fixture Competition Match shall identify a team captain who has a responsibility to offer support in the management of the on-field discipline of his/her team mates.

**Competition Finals:** Will be arranged by the Competition. The Referee, Assistant Referees and Fourth Official (if required) will receive a medal or plaque in lieu of a match fee, plus travel expenses as per Competition Rules.

In addition to the perpetual trophies, the Competition Committee will provide sixteen (16) medals or plaques for the winners and runners-up. Also the winning and runners-up managers will receive a medal or plaque.

## 11. REPORTING RESULTS

- (A) The Competition Secretary must receive within three (3) days of the date played, the result of each Competition match in the prescribed manner. This must include the forename(s) and surname of the team of players (in block



letters) and also the Referee markings required by Rule 13, or any other information required by the Competition.

- (B) The Home Club/both Clubs shall telephone/SMS/e-mail/notify the result of each match to the Competition Secretary.
- (C) The match result notification, correctly completed, shall be signed by a responsible member of the Club.

**NB.** If the fixed penalty exceeds £20 the Club must be charged as detailed in Rule 5(D).

## 12. DETERMINING CHAMPIONSHIP

Does not apply to this Competition.

Clubs entering these Competitions **must play on a SATURDAY, SUNDAY or MID-WEEK** if the Management Committee deems its necessary.

## 13. REFEREES

- (A) A Registered Referee (and Assistant Referees where approved by The FA or County FA) for all matches shall be appointed in a manner approved by the Management Committee, and by the Sanctioning Authority.
- (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 is no officially appointed Referee, the Clubs shall agree upon a Referee. A individual thus agreed upon shall, for that game, have the full powers, status and authority of a Registered Referee. Individuals under the age of sixteen (16) must not participate either as a Referee or Assistant Referee in any open age Competition.
- (C) Where Assistant Referees are not appointed each team shall provide a Club Assistant Referee.
- (D) The appointed Referee shall have the 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 the ground, the representative of that body is the sole arbiter and whose decision must be accepted.
- (E) Subject to any limits/provisions laid down by the sanctioning Association, Match Officials appointed under this Rule shall be entitled to Match Fees and Travelling Expenses as per the Devon & Exeter Football League Handbook.  
The Home Club shall pay the Officials their fees and expenses before the match.
- (F) In the event of the match not being played because of circumstances over which the Clubs have no control, the Match Officials, if present, shall be entitled to half fee, plus expenses. 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 marks awarded shall be submitted to the Competition Secretary 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.
- (I) The Competition shall keep a record of the marking and, on the form provided by the prescribed date each season, shall submit a summary to the County Association.
- (J) Referees and Assistant Referees shall be supplied, each season with a copy of the Competition Rules free of charge.
- (K) Referees and Assistant Referees shall have undertaken a Respect briefing offered by the F.A./County F.A. or the League.

**Any Club assessing a Referee with a mark of sixty (60) or less must submit a report to the Competition Secretary within ninety-six (96) hours of the match, indicating OBJECTIVE reason for the low mark. Failure to do so will incur a fine of £10 with the report still being a requirement of the Competition.**

#### **14. CONTINUATION OF MEMBERSHIP OR WITHDRAWAL OF A CLUB**

- (A) All Clubs 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 Competition Secretary in writing by **31st March** each Season.
- (B) Does not apply to this Competition.
- (C) In the event of a Member Club failing to discharge all its financial obligations to the Competition in excess of £50, the Management Committee are empowered to refer the debt under The FA Football Debt Recovery provisions.

#### **15. PROTESTS AND COMPLAINTS**

- (A) (i) All questions of eligibility, qualification of players or interpretations of the Rules, shall be referred to the Management Committee.
- (ii) Objections 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.

- (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 Competition Secretary within three (3) 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) No protest of whatever kind shall be considered by the Management Committee unless the complaining Club shall have deposited a sum in accordance with the Fees Tariff. 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 the 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.
- (D) All parties to a protest or complaint must receive a copy of the submission and must be afforded an opportunity to make a statement at least seven (7) days prior to the protest or complaint being heard

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

## **16. PROTESTS, APPEAL**

- (A) Does not apply to this Competition.
- (B) All such protests, claims and appeals must be received in writing by the Competition Secretary within fourteen (14) days of the event or decision causing any of these to be submitted.
- (C) The Management Committee shall also have power to compel any party to the protest to pay such expenses as the Management Committee shall direct.
- (D) Any appeal against a decision of the Management Committee must be lodged with the Sanctioning Authority within fourteen (14) days of the posting of the written notification of the decision causing the appeal, accompanied by a fee which may be forfeited in the event of the appeal not being upheld. A copy of the appeal must also be sent to the Competition Secretary.
- (E) If so requested the Management Committee may arbitrate on any disputes, protests, appeals, claims or complaints between two (2) Clubs in which event

both Clubs shall send a non-returnable fee. Such arbitration shall be final and binding upon the parties to the arbitration.

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

- (A) At the Annual General Meeting or Special General Meeting called for the purpose, Notice of Motion having been duly circulated on the Agenda by the Management Committee, the accredited delegates present shall have the power to exclude any Club or Team from membership, which must be supported by (more than) two-thirds (2/3rds) of those present and voting. Voting on this point shall be conducted by ballot. A Club which is the subject of the vote being taken shall be excluded from voting.
- (B) At the Annual General Meeting or Special General Meeting called for the purpose, in accordance with the provision 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 (2/3rds) 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 the 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 Clause (A) of this Rule.

## **18. 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 \_\_\_\_\_  
(Chairman)  
and \_\_\_\_\_  
(Secretary)  
of \_\_\_\_\_  
Football Club, members of and representing the Club, having been declared winners of the \_\_\_\_\_  
\_\_\_\_\_ Cup or Shield,  
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 Shield to the Competition Secretary on or before **31st March**. If the Cup or Shield is lost or damaged whilst under our care we agree to refund the Competition the amount of its current value or the cost of its thorough repair.

- (B) At the close of each Competition awards shall be made to the winners and runners-up if the fund of the Competition permit.

## 19. SPECIAL GENERAL MEETING

Upon receiving a requisition signed by two-thirds (2/3rds) of the Clubs in membership the Competition Secretary shall call a Special General Meeting.

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

At least seven (7) days notice shall be given of either meeting under this Rule, together with an agenda of business to be transacted at such meeting. Each Member Club shall be empowered to send two (2) delegates to all Special General Meetings. Each Club shall be entitled to one (1) vote only, as will Members of the Management Committee.

Any continuing Member Club must be represented at a Special General Meeting.

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

## 20. ALTERATION TO RULES

Alterations, for which consent has been given by the Sanctioning Authority, 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 alteration made during the Playing Season to these Rules shall not take effect until the following Playing Season.

Notice of proposed alterations to be considered at the AGM shall be submitted to the Competition Secretary by **1st May** in each year. The proposals, together with any proposals by the Management Committee, shall be circulated to the Clubs by **8th May** and any amendments thereto shall be submitted to the Competition Secretary by **15th May**. The proposals and proposed amendments thereto shall be circulated to Clubs with the notice of the AGM. A proposal to change a Rule shall be carried if a majority of those present, entitled to vote and voting in favour.

A copy of the proposed alterations to Rules to be considered at the AGM or Special General Meeting shall be submitted to the Sanctioning Authority of The FA seven (7) days prior to the date of the meeting,

## 21. FINANCE

- (A) The Management Committee shall determine with which bank or other financial institution the funds of the Competition will be lodged.
- (B) All expenditure in excess of £200 shall be approved by the Management Committee. Cheques shall be signed by at least two (2) Officers nominated by the Management Committee.

- (C) The financial year of the Competition shall end on **31st December**.
- (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.

## **22. INSURANCE**

All Clubs must have public liability insurance cover of at least ten (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.

## **23. DISSOLUTION**

- (A) Dissolution of the Competition shall be by resolution approved at a Special General Meeting by a majority of three-quarters (3/4) if 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, if not, dealt with as the sanctioning Association may decide.

# **NOTES FOR INFORMATIONAL USE COMPETITION KICK-OFF TIMES**

**AUGUST, SEPTEMBER AND OCTOBER — 2.30pm.**

**NOVEMBER, DECEMBER, JANUARY AND**

**FEBRUARY — 2.00pm.**

**MARCH, APRIL AND MAY — 2.30pm.**

## **Notes: —**

1. The Management Committee can only consider comments regarding opponents, ground and changing conditions, the conduct of officials and the organisation of the Competition, if they are made in writing to the Competition Secretary.
2. When a match cannot take place because of ground conditions the Secretary of the Home Club must inform the opposition, the Referee and the Referees Appointments Secretary as soon as practicable on the day of the match, (or before if the ground conditions are known to be bad), and the Competition Secretary within 48 hours.

## **CHILD PROTECTION**

1. Any act, statement, conduct or other matter which harms a child or children, or poses a risk 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 of the Children and Young Persons Act, 1933 and any other criminal offence which reasonably causes the Competition to believe that the person accused of the offences poses or may pose a risk of harm to a child or children.
3. Upon receipt by the Competition of:-
  - 3.1 Notification that an individual has been charged with an offence;
  - 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;
  - 3.3 Any other information which causes the Competition reasonably to believe that a person poses or may pose a risk of harm to a child or children, the Competition 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 Competition shall give consideration, inter alia, to the following factors:-
  - 4.1 Whether a child is, or children are 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 Competition or any other authority or body to proceed unimpeded.
5. The period of an order referred to in Regulation 3 above shall not be capable of lasting beyond the date upon which charge under the Rules of the Competition or any offence is decided or brought to an end.
6. Where an order is imposed on an individual under Regulation 3 above, the Competition shall bring and conclude any proceedings under the Rules of the Competition 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 any offence, that shall constitute a breach of the Rules of the Competition, the Competition shall have powers to order the suspension of a person from all or any specific football activity for such period (including indefinitely) and on such terms and conditions as it thinks fit.
8. For the purposes of the Regulations, the Competition 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 practicable.



## FEES TARIFF

RULE NUMBER	DESCRIPTION	MAXIMUM FEE
3(A)	Entry Fee	£25
	Annual Subscription	N/A
	Deposit	N/A
	Registration Form	N/A
	Transfer Form	N/A
13(E)	Referees Fees	£27
13(E)	Assistant Referees Fees	£19
15(C), 16(A), (G)	Protest/Appeal Fees	£30

## FINES TARIFF

RULE NUMBER	DESCRIPTION	MAXIMUM FINE
	Failure to Affiliate	N/A
	Failure to comply with FA Initiatives	N/A
	Unauthorised Entry of teams into Competitions	N/A
	Failure to Pay a Deposit	N/A
	Failure to provide Affiliation Number/ Details Form	N/A
4(D)	Communications conducted by Persons other than Nominated Officers	£20
5(H)	Failure to comply with an Instruction of the Management Committee	£20
5(I)	Failure to Pay a Fine within 21 Days of Notice	£20
6(H)	Failure to be Represented at AGM	£20
7	Failure to Submit the required Written Agreement or to Notify changes to Signatories	N/A
8(B)(iii)	Failure to have the required Number of Registered Players prior to the Season commencing	N/A
	Failure to Correctly Register a Player	N/A
	Fielding more than the permitted number of Players who have participated in Senior Competitions Matches	N/A
	Signing or playing for multiple clubs, or inaccurate completion of a Registration Form	N/A
	Registration Irregularities	N/A
8(M)(i)(ii)	Playing an Ineligible Player	£50
9(A), 10(B)	Delaying kick-off/no nets/no corner flags	£15 / £10
	Failure to obtain consent for a change of Club Name	N/A
	Failure to play matches on the date fixed	N/A
10(D)	Failure to provide details of a Fixture	£15
10(E)	Playing the match with less than required number of players	£10 per player
10(F)(i) & 10(F)(iii)	Failure to play Fixture	£50
10(I)	No Captain's Armband	£10
11(A) & 11(C)	Late Team Sheet	N/A
11(B)	Failure to provide Result	£20
13(C)	Failure to provide Club Assistant Referee	N/A
13(E)	Failure to pay Match Officials' Fees and Expenses	£10
13(F)	Failure to pay Match Officials where a match is not played	£20
13(H)	Failure to provide Referee's Mark	£10
	Withdrawal from League after 31st March	N/A
14(B)	Failure to Start/Complete Fixtures	£50
18(A)	Failure to submit the required written agreement regarding the Trophy	£25
22	Failure to have the required Insurance	N/A

# **COMPETITION FINALISTS 2015 - 2016**

## **EAST DEVON SENIOR CUP**

Winners — Hatherleigh

Finalists — Heavitree

## **EAST DEVON BILL SLEE CUP**

Winners — Bampton

Finalists — Cullompton

## **FOOTBALL EXPRESS CUP**

Winners — Whipton & Pinhoe

Finalists — Winchester

## **EAST DEVON GEARY CUP**

Winners — Central FC

Finalists — Pinhoe

## **EAST DEVON MINOR CUP**

Not played this season

## **FOOTBALL EXPRESS MINOR CUP**

Not played this season