

# **THE EAST DEVON CUPS COMPETITION**

**2020 / 2021**



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

# STANDARD CODE OF RULES

This document contains the Standard Code of Rules developed by The Football Association for open age football (the “Standard Code”).

The Standard Code is mandatory for all Competitions at Step 7 of the National League System and below, and The FA Women’s Pyramid excluding FA Women’s Super League and FA Women’s Championship.

Competitions seeking sanction must draft their Rules in conformity with the Standard Code, using the same numbering and standard headings.

The mandatory rules are printed in normal text and the optional rules in italics.

It should be noted that in many cases rules are so printed because they are alternatives and the procedure to apply should be retained and the others omitted.

In all cases where a [ ] is shown the necessary name, address, number or wording to complete that rule must be inserted.

Competitions may add to the core of the Standard Code, which is mandatory, providing the additions are approved by the Sanctioning Authority and do not conflict with the mandatory rules or any relevant principles and policies established by The FA. Guidance from the Sanctioning Authority should be sought in advance if there is any doubt as to the acceptability of additional rules.

## 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.

“**Club**” means a Club for the time being in membership of the Competition.

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

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

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

“**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, as set out at Schedule A.

“**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, as set out at Schedule A.

“**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.

“**Participant**” shall have the same meaning as set out in the Rules of The FA from time to time.

“**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 C3(a)(i) of the Rules of The FA.

“**Season**” means the period of time between an AGM and the subsequent AGM.

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

“**SGM**” means a special general meeting held in accordance with the constitution of the Competition.

“**Team**” means a team affiliated to a Club, including where a Club provides more than one (1) team in the Competition in accordance with the Rules.

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

“**WGS**” means the Whole Game System and the procedures for operation thereof as determined by The FA from time to time.

“**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) Unless stated otherwise, terms referring to natural persons are applicable to both genders. any term in the singular applies to the plural and vice versa.

Please note that from the 2021/22 season **ALL** players must be registered through WGS.

## GOVERNANCE RULES

### 2. COMPETITION NAME, 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.

- (B) This Competition shall consist of not more than one hundred (100) Clubs approved by the Sanctioning Authority.
- (C) The geographical area covered by the Competition Membership shall be Devon, Somerset, Dorset and Cornwall.
- (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.
- (E) 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 7.
- (F) The Rules are taken from the Standard Code of Rules (the "Standard Code") determined by The FA from time to time. In the event of any omissions from the Standard Code then the requirements of the Standard Code shall be deemed to apply to the Competition.
- (G) All Clubs must be affiliated to an Affiliated Association and their names and particulars shall be returned annually by the appointed date in a manner prescribed by the Sanctioning Authority and must have a constitution approved by the Sanctioning Authority. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

This Competition shall apply annually for sanction to the Sanctioning Authority and the constituent Teams of Clubs may be grouped in Competitions not exceeding more than forty (40) in number.

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

- (i) The Competition and each Club must be committed to promoting inclusivity and to eliminating all forms of discrimination and should abide and adhere to The FA Equality Policy and any legislative requirements (to include those contained in the Equality Act 2010).
  - (ii) This Competition and each 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.
  - (iii) Any alleged breach of the Equality Act 2010 legislation must be referred to the appropriate Sanctioning Authority for investigation.
- (I) 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. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
  - (J) All Participants shall abide by The Football Association Regulations for Safeguarding Children as determined by The FA from time to time.

- (K) Clubs shall not enter any of their Teams playing in the Competition in any other Competitions (with the exception of FA and County FA Competitions) except with the written consent of the Management Committee. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- (L) At the AGM or a SGM called for the purpose, a majority of the delegates present shall have power to decide or adjust the constitution of the Cups at their discretion. When necessary this Rule shall take precedence over Rule 22.
- (M) Does not apply to this Competition.

### 3. CLUB NAME

Any club wishing to change its name must obtain permission from the Sanctioning Authority and from the Management Committee. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

### 4. ENTRY FEE, SUBSCRIPTION, DEPOSIT

- (A) Application by Clubs for admission to the Competition or the entry of an additional Team(s) from the same Club must be made in writing to the Secretary and must be accompanied by an Entry Fee per Team as set out in the Fees Tariff, 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 (in accordance with the Fees Tariff) by or on behalf of the Club on such terms and for such period as it may in its entire discretion think fit. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- (D) A Club shall not participate in this Competition until the Entry Fee, Annual Subscription and Deposit (if required) have been paid.
- (E) Clubs must advise annually to the Secretary in writing within fourteen (14) days of the AGM of its Sanctioning Authority affiliation number for the forthcoming Playing Season. Clubs must advise the Secretary in writing, or on the prescribed form, of details of its Headquarters, its Officers and any other information required by the Competition. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

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.

### 5. 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 AGM.
- (B) Retiring Officers shall be eligible to become candidates for re-election without nomination provided that the Officer notifies the Secretary in writing not later than **1st May** in each year.

All other candidates for election as Officers of the Competition or members of the Management Committee shall be nominated to the Secretary in writing, signed by the

Secretaries of two (2) Clubs, not later than **1st May** in each year. Names of the candidates for election shall be circulated with the notice of the AGM. In the event of there being no nominations in accordance with the foregoing for any office, nominations may be received at the AGM.

- (C) The Management Committee shall meet as and when required, save that no more than three (3) calendar months shall pass between each meeting.

On receiving a requisition signed by two-thirds (2/3rds) of the Members of the Management Committee the Secretary shall convene a meeting of the Management 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 Officers and sent to the Secretary. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

## **6. 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 FA or Affiliated Association.
- (B) Subject to the permission of the Sanctioning Authority 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 apply to procedure of any sub-committee).

In the event of the voting being equal on any matter, the Chairman of the Management Committee shall have a second or casting vote.

- (D) The Management Committee shall have 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 6(I), 8(H), and 9, for all alleged breaches of a Rule the Management Committee shall issue a formal written charge to the Club concerned. The Club charged shall be given seven (7) days from the date of notification of the charge to reply. In such reply a Club may:-

- (i) Accept the charge and submit in writing a case of mitigation for consideration by the Management Committee on the papers; or

- (ii) Accept the charge and notify that it wishes to put its case of mitigation at a hearing before the Management Committee; or
- (iii) Deny the charge and submit in writing supporting evidence for consideration by the Management Committee on the papers; or
- (iv) Deny the charge and notify that it wishes to put its case at a hearing before the Management Committee.

Where the Club charged fails to respond within seven (7) days, the Management Committee shall determine the charge in such manner and upon such evidence as it considers appropriate.

Where required, hearings shall take place as soon as reasonably practicable following receipt of the reply of the Club as more fully set out above.

Having considered the reply of the Club (whether in writing or at a hearing), the Management Committee shall make its decision and, in the event that the charge is accepted or proven, decide on the appropriate penalty (with reference to the Fines Tariff where applicable).

With the exception of Teams playing at Step 7 of the National League system, the maximum fine permitted for any breach of a rule is £250 and, when setting any fine, the Management Committee must ensure that the penalty is proportional to the offence, taking into account any mitigating circumstances.

The Maximum fine permitted for a breach of Rule by a Team playing at Step 7 of the National League System is £500.

No Participants under the age of eighteen (18) can be fined.

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.

- (E) All decisions of the Management Committee shall be binding subject to the right of appeal in accordance with Rule 7.

Decisions of the Management Committee must be notified in writing or by E-mail to those concerned within seven (7) days.

- (F) 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 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. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- (I) Subject to a Club's right of appeal in accordance with Rule 7 below, all fines and charges must be paid within fourteen (14) 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 a further 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 Competition 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 AGM or SGM called to decide the constitution and the commencement of the Playing Season.
- (L) The business of the Competition as determined by the Management Committee may be transacted by electronic mail or facsimile.

## **7. PROTESTS, CLAIMS, COMPLAINTS, APPEALS**

- (A)
  - (i) All questions of eligibility, qualification of players or interpretations of the Rules, shall be referred to the Management Committee or a sub-committee duly appointed by 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 Competition 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 with the Secretary within three (3) days (excluding Sundays) of the Competition 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 with the Secretary 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 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 it should indicate such when forwarding the written response.
- (E) The Management Committee shall also have power to compel any party to the protest to pay such expenses as the Management Committee shall direct.
- (F) 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 (as set out in the Fees Tariff), which may be forfeited in the event of the appeal not being upheld. A copy of the appeal must also be sent to the Secretary. The procedure for the appeal shall be determined by the Sanctioning Authority, in such respect the Sanctioning Authority may (but is not obliged to);
  - (i) invite submissions by the parties involved;
  - (ii) convene a hearing to hear the appeal;
  - (iii) permit new evidence; or

(iv) impose deadlines as are appropriate.

Any appeal shall not involve a rehearing of the evidence considered by the Management Committee.

- (G) No appeal can be lodged against a decision taken at an AGM or SGM unless this is on the ground of unconstitutional conduct.
- (H) All protests, claims or complaints relating to these Rules and appeals arising from a Player's contract shall be heard and determined by the Management Committee, or sub-committee duly appointed by the Management Committee. The Clubs or Players protesting, appealing, claiming or complaining must send a copy of such protest, appeal, claim or complaint and deposit a fee (as set out in the Fees Tariff) which shall be forfeited in the event of the protest, appeal, claim or complaint not being upheld, and the party not succeeding may, in addition, be ordered to pay the costs at the discretion of the Management Committee.

All such protests, claims, complaints and appeals must be received in writing by the Secretary within fourteen (14) days of the event or decision causing any of these to be submitted.

## 8. ANNUAL GENERAL MEETING

- (A) The AGM 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 are present and entitled to vote:-
- (i) To receive and confirm the minutes of the preceding AGM;
  - (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 of the Competition and the Management Committee members;
  - (vi) Appointment of auditors;
  - (vii) Alteration of Rules, if any (see Rule 14);
  - (viii) Fix the date for the commencement of the Playing Season and kick-off times applicable to the Competition;
  - (ix) Fix the date for the end of the Playing Season (save for Step 7 which shall be determined by The FA);
  - (x) Other business for which due notice shall have been given and accepted as being relevant to an AGM.
- (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 Rule changes.
- (C) A signed copy of the duly audited/verified balance sheet and statement of accounts shall be sent to the Sanctioning Authority within fourteen (14) days of its adoption by the AGM.
- (D) Each Club shall be empowered to send two (2) delegates to an AGM. Each Club shall be entitled to one (1) vote only. Fourteen (14) days notice shall be given of any AGM.
- (E) Clubs who have withdrawn their Membership of the Competition during the Playing Season being concluded and who are not continuing membership shall be entitled to attend but shall vote only on matters related to the Season being concluded. *This provision will not apply to Clubs expelled in accordance with Rule 12.*

- (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) Club.
- (H) Any continuing Club must be represented at the AGM. Failure to comply with this rule will result in a fine in accordance with the Fines Tariff.
- (I) Officers of the Competition and Management Committee members shall be entitled to attend and vote at an AGM.
- (J) Where a Competition is an incorporated entity, the Officers of the Competition shall ensure that the Articles of Association of the Competition are consistent with the requirements of these Rules.

## 9. SPECIAL GENERAL MEETING

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

The Management Committee may call a SGM 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 Club shall be empowered to send two (2) delegates to all SGMs. Each Club shall be entitled to one (1) vote only.

Any Club failing to be represented at a SGM shall be fined in accordance with the Fines Tariff.

Officers of the Competition and Management Committee members shall be entitled to attend and vote at all SGMs.

## 10. AGREEMENT TO BE SIGNED

Each Club shall complete and sign the following agreement which shall be deposited with the Competition together with the application for membership for the coming Season, or upon indicating that the Club intends to compete.

We \_\_\_\_\_  
 (Chairman/Director)  
 of \_\_\_\_\_  
 and \_\_\_\_\_  
 (Secretary/Director)  
 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, if elected or accepted into membership, to conform to these Rules and Regulations and to accept, abide by and implement the decisions of the Management Committee of the Competition, subject to the right of appeal in accordance with Rule 7.

The agreement shall be signed by:-

- (i) Where a Club is an unincorporated association, the Club chairman and secretary;  
or
- (ii) Where a Club is an incorporated entity, two (2) Directors of the Club.

Any alteration of the chairman and/or secretary of the Club on the above agreement must be notified to the relevant County Football Association to which the Club is affiliated and to the Secretary.

Failure to comply with this rule will result in a fine in accordance with the Fines Tariff.

## **11. CONTINUATION OF MEMBERSHIP, WITHDRAWAL OF A CLUB**

- (A)** Any 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. This does not apply to a Club moving in accordance with Rule 22(B). Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- (B)** The Management Committee shall have the discretion to deal with a Team being unable to start or complete its fixtures for a Playing Season, including, but not limited to, issuing a fine in accordance with the Fines Tariff.
- (C)** Notwithstanding the powers of the Management Committee pursuant to Rule 6(I), in the event of a Club failing to discharge all its financial obligations to the Competition in excess of £50, the Management Committee shall be empowered to refer the debt under The FA Football Debt Recovery provisions.

## **12. EXCLUSION OF CLUBS, TEAMS, MISCONDUCT OF CLUBS, OFFICERS, PLAYERS, MANAGEMENT COMMITTEE**

- (A)** At the AGM or SGM called for the purpose in accordance with the provisions of Rule 9, notice of motion having been duly circulated on the agenda by direction of the Management Committee, the accredited delegates present shall have the power to: **(i)** remove a member of the Management Committee from office; **(ii)** exclude any Club or Team from membership, both of 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 member of the Management Committee or Club which is the subject of the vote being taken shall be excluded from voting.
- (B)** At the AGM or SGM called for the purpose in accordance with the provision of Rule 9, 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 Officer 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 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) and/or (B) of this Rule.

### 13. TROPHY

- (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 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.

Failure comply will result in a fine in accordance with the Fines Tariff.

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

### 14. ALTERATION TO RULES

Alterations, for which consent has been given by the Sanctioning Authority, shall be made to these Rules only at the AGM or at a SGM specially convened for the purpose called in accordance with Rule 9. 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 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 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 are in favour.

A copy of the proposed alterations to Rules to be considered at the AGM or SGM shall be submitted to the Sanctioning Authority or The FA (as applicable) at least twenty-eight (28) days prior to the date of the meeting.

### 15. 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 a suitably qualified person(s) who shall be appointed at the AGM.

## 16. INSURANCE

- (A) All Clubs must have valid public liability insurance cover of at least ten million pounds (£10,000,000) at all times.
- (B) All clubs must have valid personal accident cover for all Players registered with them from time to time. The Players' personal accident insurance cover must be in place prior to the Club taking part in any Competition Match and shall be at least equal to the minimum recommended cover determined from time to time by the Sanctioning Authority. In instances where The FA is the Sanctioning Authority, the minimum recommended cover will be the cover required by the Affiliated Association to which a Club affiliates.

Failure to comply with Rule 16(A) or 16(B) will result in a fine in accordance with the Fines Tariff.

## 17. DISSOLUTION

- (A) Dissolution of the Competition shall be by resolution approved at a SGM by a majority of three-quarters (3/4) of the members present and shall take effect from the date of the relevant SGM.
- (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 Authority.
  - (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 Authority may decide.

## MATCH RELATED RULES

### 18. 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.

Please note that from the 2021/22 season **ALL** players must be registered through WGS.

- (A) A Player is one who, being in all other respects eligible, has:
  - (i) signed a fully and correctly Competition registration form in ink, countersigned by an Officer of the Club, which is submitted to the Competition five (5) days prior to the Player playing and whose registration has been confirmed by the Competition prior to the Player playing in a Competition Match.  
or
  - (ii) signed a fully and correctly completed Competition registration form in ink on a match day prior to playing which is countersigned by an Officer of the Club and

witnessed by an Officer of the opposing Club, and submitted to the Competition within two (2) days (Sundays excluded) subsequent to the Competition Match. The Player shall not play again on a subsequent match day until the Club is in possession of the approval of the Competition.

A maximum of two (2) Players may be registered in accordance with this paragraph 18(A)(ii).

or

- (iii) registered through WGS.

Any registration form which is sent by either of the means set out at Rules 18A(i) or (ii) above that is not fully and correctly completed will be returned to the Club unprocessed. If a Club attempts to register a player via WGS but does not fully and correctly complete the necessary information via WGS, the registration will not be processed.

For Clubs registering players under Rules 18A(i) or (ii), registration forms will be provided in a format to be determined by the Competition. For Clubs registering Players via WGS (under Rule 18A(iii)) Clubs must access WGS in order to complete the registration process.

Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

- (B) (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 registered to the 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) Each Club must have at least eleven (11) Players registered seven (7) days before the start of each Playing Season. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

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

- (C) A Player that owes a Football Debt (as defined under the Football Debt Recovery Regulations) to any Club(s) shall be permitted to register and play for a Club in Competition Matches, save that the Player may be liable to be suspended from playing for that Club should the Player fail to comply with the terms of the Football Debt Recovery Regulations in respect of the Football Debt.

- (D) Does not apply to the Competition.

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

In the event of a Player signing a registration form or having a registration submitted for more than one (1) 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.

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

- (i) Play for more than one (1) Club in the Competition in the same Playing Season without first being transferred.
- (ii) Having registered for one (1) Club in the Competition, register for another Club in the Competition in that Playing Season except for purposes of a transfer.
- (iii) Submit a signed registration form or submit a registration through WGS for registration that the Player had wilfully neglected to accurately or fully complete.

Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

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 Geary Cup.

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 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 (league and cup matches) in a Division higher than which the Clubs/Teams can enter the East Devon Bill Slee Cup.

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 the East Devon Geary Cup.

No Player can play in the Football Express Cup if he has played five (5) or more times (league and cup matches) in a Division higher than which Clubs/Teams can enter the Football Express Cup.

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 (league and cup matches) in a Division higher than which the Clubs/Teams can enter the East Devon Geary Cup.

Those Clubs who enter Teams in the East Devon Cups Competitions will automatically have all their registered Players eligible for all Competitions. In addition to the aforementioned, no Player can play for more than one (1) Club/Team in the same Competition.

- (G)**
- (i)** The Management Committee shall have the power to accept the registration of any player subject to the provisions of Rules 18(G)(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 Player, at their discretion (in accordance with the Fines Tariff) who has been charged and found guilty of registration irregularities (subject to Rule 7).
  - (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 7) subject to the right of appeal to the Sanctioning Authority. Application should be made to the parent County of the Club the Player is registered or intending to be registered with.  
Undesirable conduct shall mean an incident of repeated proven misconduct, which may deter a Participant from being involved in this Competition.
  - (iv)** For a player who has previously had a registration removed in accordance with Rule 18(G)(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 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 Rule 18(G)(iii) shall not be taken against a Player for misconduct until the matter has been dealt with by the Sanctioning Authority, and then only in cases of the Player bringing the Competition into disrepute and will in any event be subject to an appeal to Sanctioning Authority or The FA. 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 any competition (and is not restricted to the Competition) in a period of two (2) years or less from the date of the first offence.

- (H) 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 (in a format as determined by the Competition) 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 to the Competition and to the Player concerned within three (3) days of receipt of the notification. Upon receipt of the Club's consent, or upon its failure to give written objection within three (3) 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 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.

- (I) 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.
- (J) A Club shall keep a list of the Players it registers and a record of all matches in which those Players have played for the Club, and shall produce such records upon demand by the Management Committee.
- (K) A register containing the names of all Players registered for each Club, with date of registration, shall be kept by the Secretary and shall be open to the inspection of an Officer of the Club at all Management Committee meetings or at other times mutually arranged. Registrations are valid for one (1) Playing Season only.

In the event of a Non Contract 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 Non Contract Player will automatically be cancelled and declared void unless the Club conforms to the exception detailed in Rule 18(B)(i).

- (L) Does not apply to the Competition.
- (M) Does not apply to the Competition.

For the purposes of this Competition, **SENIOR LEAGUES ARE ANY LEAGUE ABOVE DEVON & EXETER PREMIER LEAGUE.**

**Any Player who plays five (5) or more times (league and cup matches) in any games at South West Peninsula League/Devon League or higher cannot play in this Competition.**

- (N) Does not apply to the Competition.
- (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. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- (ii) The availability of children must be cleared with the Head Teachers (except for Sunday Leagues competition).

- (iii) To play open age football the player must have achieved the age of sixteen (16).

## 19. CLUB COLOURS

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

**Every Club must also register the colour of its socks with the Competition.**

Any Club wishing to change its colours during the Playing Season must obtain permission from the Management Committee.

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 they will play (including the colours of the goalkeepers jersey) at least seven (7) days before the Competition Match.

If, in the opinion of the Referee, two Teams have the same or similar colours, the away Team shall make the change. Should a Team delay the scheduled time of kick-off for a Competition Match by not having a change of colours they will be fined in accordance with the Fines Tariff.

Shirts must be numbered, failing which a fine will be levied in accordance with the Fines Tariff.

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

- (A)** All Competition 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 Competition 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 Competition Matches and to order the Club concerned to play its Competition Match(es) 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. All Football Turf Pitches used 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 20(C).

Within the National League System ("NLS") all Competition Matches shall have a duration of ninety (90) minutes. All Competition Matches out side of the NLS shall have a duration of ninety (90) minutes unless a shorter time (not less then sixty (60) minutes) is mutually arranged by the two (2) 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 (2) Teams can be played on the same day providing the total playing time is not more then 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 at the AGM and can only be altered by mutual consent of the two (2) competing Clubs prior to the scheduled date of the Competition 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.

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, corner flags and at least two (2) footballs fit for play and the referee shall make a report to the Competition if the footballs are unsuitable. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

- (B)** Except by permission of the Management Committee all Competition Matches must be played on the dates originally fixed but priority shall be given to The FA and parent County Association Cup Competitions. All other matches must be considered secondary. Clubs may mutually agree to bring forward a Competition Match with the consent of the Secretary. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

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).

- (C)** An Officer 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 an Officer 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. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

- (D)** In accordance with the Laws of the Game, the minimum number of Players that will constitute a Team for a Competition Match is seven (7). Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

- (E)**
- (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 Competition Match has been postponed for any reason must, without delay, give notice to the 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 Secretary within seven (7) days the Management Committee shall have the power to order the Competition Match to be played on a named date or on or before a given date. Where it is to the advantage of the Competition and the Clubs involved agree, the Management Committee shall also be empowered to order the score at the time of an abandonment to stand.  
Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

- (v) The Management Committee shall review all Competition 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 Competition 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 Competition 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 that neither Team will be awarded any points for that Competition Match and it shall not be replayed. No fine(s) can be applied by the Management Committee for an abandoned Competition Match.
- (vi) The Management Committee shall review any Competition Match that has taken place where either or both Teams were under a suspension imposed upon them by The FA 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 18(N) above. Where both Teams were under suspension the game must be declared null and void and shall not be replayed.

The section of Rule (E)(v) concerning the distribution of points does not apply to this Competition.

- (F) A Club may at its discretion and in accordance with the Laws of the Game use substitute Players in any Competition Match. A Club may name up to five (5) substitute Players of whom not more than three (3) may be used.

The Referee shall be informed of the names of the substitute Players not later than five (5) minutes before the start of the Competition Match and a Player not so named may not take part in that Competition Match.

A Player who has been named as a substitute before the start of the Competition Match but does not actually play in that game shall not be considered to have been a Player in that Competition Match within the meaning of Rule 18 of this Competition.

- (G) 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 Teams taking part in Competition Match shall identify a Team captain who shall wear an armband and shall have a responsibility to offer support in the management of the on-field discipline of his/her team mates. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

**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.

## 21. REPORTING RESULTS

- (A) The 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 23, or any other information required by the Competition. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- (B) The Home Club/both Clubs shall telephone/SMS/e-mail/notify the result of each Competition Match to the Secretary within two (2) hours of the Match. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- (C) The match result notification, correctly completed, shall be signed by an Officer of the Club, or as prescribed by the Competition. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

## 22. 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.

## 23. MATCH OFFICIALS

- (A) A registered referee (and assistant referees where approved by The FA or County FA) for all Competition 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 Match Officials in attendance, the Clubs shall agree upon a referee. A individual thus agreed upon shall, for that Competition Match, 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 Competition Match.
- (C) Where assistant referees are not appointed each Team shall provide a Club assistant referee. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- (D) The appointed referee shall have power to decide as to the fitness of the Ground in all Competition Matches and the decision shall be final, subject to the determination of the Local Authority or the owners of the Ground, which must be accepted.
- (E) Subject to any limits/provisions laid down by the Sanctioning Authority, Match Officials appointed under this Rule shall be entitled to Match Fees and Travelling Expenses as per the Devon & Exeter Football League Handbook.  
  
Match Officials will be paid their fees and expenses by the home Club before the Competition Match. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- (F) In the event of a Competition 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 Competition Match is not played owing to one (1) Club

being in default, that Club shall be ordered to pay the Match Officials, if they attend the Ground, their full fee and expenses. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

- (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 Affiliated Association with which he or she is registered.
- (H) Each Club shall, in a manner prescribed from time to time by The FA, award marks to the referee for each Competition Match and the name of the referee and 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 (in accordance with Fines Tariff) or dealt with as the Management Committee shall determine.
- (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 County FA.
- (J) Does not apply to this Competition.
- (K) Match Officials shall be supplied, each Season, with a copy of the Competition Rules free of charge.
- (L) Match Officials shall have undertaken a RESPECT briefing offered by the County FA or the Competition.

**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.**

# **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 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 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.



# **GUIDELINES FOR TEMPORARY DISMISSALS (SIN BINS)**

Reference to temporary dismissals is found in the **Laws of the Game**.

**Law 5 – The Referee** (Powers and duties):

## **Disciplinary action**

The referee:

- has the power to show yellow or red cards *and, where competition rules permit, temporarily dismiss a player*, from entering the field at the start of the match until after the match has ended, including during the half-time interval, extra time and kicks from the penalty mark.

A temporary dismissal is when a player commits a cautionable offence (YC) and is punished by an immediate ‘suspension’ from participating in the next part of the match. The philosophy is that an ‘instant punishment’ can have a significant and immediate positive influence on the behaviour of the offending player and, potentially, the player’s team. The National FA, Confederation or FIFA, should approve (for publication in the competition rules) a temporary dismissal protocol within the following guidelines:

Players only

- Temporary dismissals apply to all players (including goalkeepers) but not for cautionable offences (YC) committed by a substitute or substituted player.

## **Referee’s signal**

- The referee will indicate a temporary dismissal by showing a yellow card (YC) and then clearly pointing with both arms to the temporary dismissal area (usually the player’s technical area).

## **The temporary dismissal period**

- The length of the temporary dismissal is the same for all offences.
- The length of the temporary dismissal for The FA Pilot, it will be ten (10) minutes for Adult - Open Aged Football and eight (8) minutes for Youth Football.
- The temporary dismissal period begins when play restarts after the player has left the field of play.
- The referee should include in the temporary dismissal period any time ‘lost’ for a stoppage for which ‘additional time’ will be allowed at the end of the half (e.g. substitution, injury, time-wasting, etc.).
- Where neutral assistant referees or 4th officials are appointed, they will help the referee time the dismissal period — alternatively each Club should nominate where possible a team official to assist. The referee remains the sole judge of the time.
- Once the temporary dismissal period has been completed, the player can return from the touchline with the referee’s permission, which can be given while the ball is in play.
- The referee has the final decision as to when the player can return.
- A temporarily dismissed player cannot be substituted until the end of the temporary dismissal period (but not if the team has used all its permitted substitutes).

- If a temporary dismissal period has not been completed at the end of the first half (or the end of the second half when extra time is to be played) the remaining part of the temporary dismissal period is served from the start of the second half (start of extra time).
- A player who is still serving a temporary dismissal at the end of the match is permitted to take part in Kicks from the Penalty Mark (penalties).

### **Temporary dismissal area**

- A temporarily dismissed player should remain within the technical area (where one exists) or with the team's coach/technical staff, unless 'warming up' (under the same conditions as a substitute).

### **Offences before/during/after a temporary dismissal**

- A temporarily dismissed player who commits a cautionable offence (YC) or sending-off offence (RC) during the temporary dismissal period will take no further part in the match and may not be replaced or substituted.

### **Further disciplinary action**

- All temporary dismissals will be reported in the same manner as other cautionable offences.
- Further disciplinary action will be taken in relation to suspension for accumulating a number of cautions and RESPECT sanctioning for Clubs.
- Sin Bin Offences do not attract the £10 Administration Fee.

### **Temporary dismissal systems**

IFAB have authorised the use of one (1) of the following temporary dismissal systems:

- System A - for all cautions (YCs) or System B - for some but not all cautions (YC).

***The FA will be using System B - temporary dismissal for some but not all cautions (YCs) and will apply for C2 Offences - Dissent.***

- All other cautionable offences are punished with a caution as normal (YC).
- A player who has been temporarily dismissed and then receives a caution (YC) continues playing.
- A player who has received a caution (YC) and then receives a temporary dismissal can continue playing after the end of the temporary dismissal period.
- A player who receives a second temporary dismissal in the same match will serve the temporary dismissal and then takes no further part in the match. the player may be replaced by a substitute at the end of the second temporary dismissal period if the player's team has not used its maximum number of substitutes (*subject to the next bullet point*).
- A player who receives a second temporary dismissal in the same match and has also received a caution for another (YC) offence takes no further part in the match and the player cannot be replaced/substituted.
- A player who receives a second caution (YC) in the same match will be sent off and takes no further part in the match and may not be replaced/substituted.

## **Frequently asked questions about temporary dismissals in respect to The FA Pilot**

### **What offences do temporary dismissals apply to?**

- Temporary dismissals are only for cautions for (C2) - Dissent.

### **Who do temporary dismissals apply to?**

- Temporary dismissals only apply to players (including goalkeepers) - they are not used for substitutes, substituted players or team officials.

### **Are temporary dismissals reported to the appropriate authority?**

- Yes all temporary dismissals must be reported after the match.
- They will also form part of the continual misconduct charge for cautions and for Club charges in relation to RESPECT Sanctioning.

### **How does the referee signal a temporary dismissal?**

- The referee signals a temporary dismissal by showing the yellow card (YC) and then clearly pointing with both arms to the temporary dismissal area (usually the player's technical area if one exists).

### **How long does the temporary dismissal last?**

- The temporary dismissal period:
  - 10 (ten) minutes in Adult Open Aged football or in Youth Football that consists of 90 (ninety) minutes.
  - 8 (eight) minutes in Youth Football where less than 90 (ninety) minutes is played.
  - Begins when play restarts after the player has left the field of play.
  - Will include any time 'lost' for a stoppage for which 'additional time' will be allowed at the end of the half.
- Where neutral assistant referees or 4th officials are appointed, they will help the referee time the dismissal period — alternatively each Club should nominate a team official to assist where possible, The referee remains the sole judge of the time.

### **What happens if the half ends and the temporary dismissal period has not been completed?**

- If a player's temporary dismissal period is not over at the end of the first half, the remaining time is served from the start of the second half (this is the same at the end of the match if extra time is to be played).
- If a player's temporary dismissal period is not over at the end of the match, the player is permitted to take part in Kicks from the Penalty Mark (penalties).
- Any period unserved at the end of the game is lost and does not transfer to the next fixture.

### **Where does the temporarily dismissed player go?**

- A temporarily dismissed player should stay in the team's technical area; if there is no technical area the player should stay with the team's coach/technical staff (unless warming up).

**Can a temporarily dismissed player warm up?**

- For reasons of injury prevention, a temporarily dismissed player is allowed to warm up as if he/she were a substitute.

**When can the temporarily dismissed player be substituted?**

- A temporarily dismissed player can only be substituted at the end of their temporarily dismissed period. However, he/she cannot be substituted if:
  - it is the player's second temporary dismissal;
  - the team has already used all its permitted substitutes.
- Substitutions must take place during a stoppage in play as per the Laws of the Game.

**What happens if a temporarily dismissed player commits another offence during a temporary dismissal?**

- A temporarily dismissed player who commits any cautionable offence (including Dissent) (YC) or sending-off red card (RC) offence during their temporary dismissal period is not allowed to play again in the match and may not be replaced or substituted.

**What happens if a temporarily dismissed player results in the team having less than 7 (seven) players?**

- Unless it is not the player's 2nd temporary dismissal in the match, the match continues as the player is still under the jurisdiction of the referee. If it is the player's 2nd temporary dismissal, the match will be abandoned at the point of going down to less than 7 (seven) players.

## FEES TARIFF

RULE NUMBER	DESCRIPTION	MAXIMUM FEE
4(A)	Entry Fee	£25
4(B)	Annual Subscription	N/A
4(C)	Deposit	N/A
7(C), 7(E), 7(G)	Protest/Appeal Fee	£30
18(D)	Player Registration Fee	N/A
18(H)	Transfer Fee	N/A
23(E)	Referees Fees	£27
23(E)	Assistant Referee Fees	£19

## FINES TARIFF

RULE NUMBER	DESCRIPTION	MAXIMUM FINE
2(G)	Failure to Affiliate	N/A
2(I)	Failure to comply with FA Initiatives	N/A
2(K)	Unauthorised Entry of teams into Competitions	N/A
3	Failure to obtain consent for a change of Club name	N/A
4(C)	Failure to Pay a Deposit	N/A
4(E)	Failure to provide Affiliation Number/ Details Form	N/A
5(E)	Communications conducted by Persons other than Nominated Officers	£20
6(H)	Failure to comply with an Instruction of the Management Committee	£20
6(I)	Failure to Pay a Fine within required timeframe	£20
8(H)	Failure to be represented at AGM	£20
9	Failure to be represented at SGM	£20
10	Failure to Submit the required Written Agreement or to Notify changes to Signatories	N/A
11(A)	Failure to provide Notice of Withdrawal before deadline	N/A
11(B)	Failure to commence/complete fixtures	N/A
13(A)	Failure to submit the required written agreement regarding the Trophy	£25
16(A)	Failure to have the required Insurance	N/A
16(B)	Failure to have the required Insurance	N/A
18(A)	Failure to correctly registered a Player	N/A
18(B)(ii)	Failure to have the required number of registered Players prior to the Season commencing	N/A
18(F)	Registering or playing for multiple Clubs, inaccurate completion of a registration form	£15
18(G)(ii)	Registration irregularities	N/A
18(M)	Fielding more than the permitted number of Players who have participated in Senior competitive matches	N/A
18(N)	Playing an ineligible Player	£50
18(O)	Failure to give priority to School activities	£10
19	Delaying kick-off due to no change of colours	£10
19	Failure to number shirts	£15
20(A)	Delaying kick-off due to failure to provide required equipment	£10
20(B)	Failure to play matches on the date fixed	£50
20(C)	Failure to provide details of a fixture	£10
20(D)	Playing match with less than required number of Players	£10 per player
20(E)(i) & (iv)	Failure to play fixture	£50
20(H)	No Captain's armband	£10
21(A)	Late result notification form	N/A
21(B)	Failure to provide result	£20
21(C)	Result notification not signed by appropriate signatories	N/A
23(E)	Failure to pay Match Officials' fees and expenses	£10
23(F)	Failure to pay Match Officials where a Match is not played	£20
23(H)	Failure to provide Referee's mark	£10

# **COMPETITION FINALISTS 2019 - 2020**

## **EAST DEVON SENIOR CUP**

Not played this Season because of the  
CoronaVirus Pandemic lockdown

## **EAST DEVON BILL SLEE CUP**

Not played this Season because of the  
CoronaVirus Pandemic lockdown

## **FOOTBALL EXPRESS CUP**

Not played this Season because of the  
CoronaVirus Pandemic lockdown

## **EAST DEVON GEARY CUP**

Not played this Season because of the  
CoronaVirus Pandemic lockdown

## **EAST DEVON MINOR CUP**

Not played this season

## **FOOTBALL EXPRESS MINOR CUP**

Not played this season