

# BlueFin Sport Championship Rules

Season 2017 - 2018

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### **DEFINITIONS**

**League** The Northern Ireland Football League

NIFL Premiership The top tier of the Northern Ireland Football League

**IFA** The Irish Football Association

**Articles of Association**Means the Articles of Association of the Irish Football Association

**Close Season** Means the period of the year outside the Season

WADA World Anti Doping Agency

**UKAD** United Kingdom Anti Doping

Member Club Means any club which from time to time is a member of NIFL Premiership

NIFL Championship Means the 2nd tier of the Northern Ireland Football League.

NIFL Premier Intermediate League Means the 3rd tier of the Northern Ireland Football League.

Laws of the Game Means the Laws of the Game of Association Football

as approved by the International FA Board

FIFA Federation Internationale de Football Associations

Participation Agreement An agreement entered into by the member clubs with

the NIFL Premiership Management Committee



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#### **NIFL CHAMPIONSHIP**

- 1. Title
- a) For the purposes of Football Competitions, the NIFL Championship shall be comprised of twelve clubs.
- b) Membership of the League shall constitute an agreement between the League and each Club to be bound by and comply with:
  - I. FIFA Regulations
  - II. The NIFL Articles of Association
  - III. The Rules of the NIFL Championship.,
  - IV. The Rules of the Irish Football Association,
  - V. Comply with the IFA Club Licensing Scheme,
  - VI. The Laws of the Game,
  - VII. The Rules and Regulations of any body of which the League is a member,
  - VIII. The terms of any commercial or broadcast agreement entered into by the League,
  - IX. The relevant Participation Agreement to be determined by the NIFL Board.
  - X. The terms of any Cup or other Competitions conducted or controlled by the League, whether each of the aforesaid is altered, revoked or added to from time to time.
  - XI. WADA/UKAD Code
- c) Each member (club) shall be the legal entity fully responsible for the football team participating in the NIFL and such entity (which may be a legal company, limited liability company, private members club (Registration of clubs order 1996) or other like unincorporated association) shall have been in membership of the Irish Football Association for a period of at least one year.
  - I. <u>Procedures for club to change its legal entity</u>

If any club wishes to change its legal entity, which is the recognised member of the Irish Football Association and the Premiership, NIFLChampionship or NIFL Premier Intermediate League, it must submit full details of the proposed change to the IFA Football Committee and the NIFL Board.

All of the following rules apply in order to change a legal entity:

- (a) Any application to transfer a club's membership of the Irish Football Association to a new entitymust be submitted in writing and sent by Special Delivery post to the Chief Executive, Irish Football Association, and copied to the Managing Director, Northern Ireland Football League, at the registered offices of the IFA and the NIFL.
- (b) A club's membership of the Irish Football Association may only be transferred to the new entity with the advance written permission of the IFA Football Committee. Each case will be considered on its own individual merits.
- II. <u>Sanction for club experiencing an Insolvency Event</u>

If any club in membership of the NIFL formally suffers, undergoes or enters into one of the following insolvency events that club shall be deducted 10 points:

- 1. Administration (Creditor Driven) normally Bank or large unsecured creditor.
- 2. Administration (Club Driven) appointment by the Directors to avoid other legal action e.g winding up order.
- 3. Fixed Charge Receivership appointment by secured creditor only on fixed assets e.g property.
- 4. Have a winding up order made in respect of the club e.g HM Revenue & Customs.
- 5. Company Voluntary Arrangement proposed in advance of or as a response to legal action by an unsecured creditor.
- 6. Have any proceeding or step taken or any court order made which has a substantially similar effect to any of the foregoing.



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- III. Where a club takes or suffers such action set out in Rule (II) above;
- (a) Prior to 1st March the points deduction shall apply immediately;
- (b) During the normal playing season but after 1st March, but before completion of all league fixtures, rule (IV) shall apply;
- (c) When all league fixtures have been concluded the points deduction shall apply in respect of the following season such that the club commences that season on minus 10 points
- IV. Where the circumstances set out in Rule (III) (b) apply and at the end of that season, having regard to the number of points awarded (ignoring any potential deduction):
- (a) Should the club be relegated the points deduction will apply in the following season; or
- (b) Should the club not be relegated the points deduction will apply in that season and that club's points total for that season shall be recalculated accordingly and the final league position determined.

For the avoidance of doubt, when a club is subject to more than one of the events in (II) during a process of compromising its creditors (for example Administration followed by a Company Voluntary Arrangement), the club shall only be deducted one set of 10 points, such deduction to apply with effect from the first insolvency event.

Notwithstanding the above, if a club suffers, undergoes or enters into a separate, distinct and further insolvency event as per (II) above, a further 10 point deduction shall be applied.

- V. The league shall serve a club with written notice of the points deduction.
- VI. A club may appeal against an automatic deduction of points in accordance with Article 14 of the IFA Articles of Association.

### 2. Membership Fees

- a) The Annual Subscription of each Club to the League shall be £800.
- b) All Annual Subscriptions shall be paid on or before the 31st July in each year to the Managing Director of the League who shall have notified each Club that the subscription is due.
- c) Any Club whose subscription is not paid by 31st August shall not be entitled to be represented at any meeting until same shall have been paid and will be fined £100 for every month or part month that the subscription has not been paid.

### 3. Dual Interests in Clubs

This rule should be read in conjunction with the IFA Football Regulation 44.

- (a) Except with prior written consent of the NIFL Board, no club, or nominee of a Club, may at one time either directly or indirectly:
  - (i) Hold or acquire or deal in the securities or shares of another Club, or
  - (ii) Be a member of another Club, or
  - (iii) Be involved in any capacity whatsoever in the management or administration of another Club, or
  - (iv) Have any power whatsoever to influence the management or administration of another club.
- (b) Except with the prior written consent of the NIFL Board, no person, whether absolutely or as a trustee either alone or with one or more associates, may at one time, either directly or indirectly:
  - (i) Hold or acquire or deal in the securities or shares of more than one club, or
  - (ii) Be a member of more than one Club, or
  - (iii) Be involved in any capacity whatsoever in the management or administration of more than one Club, or
  - (iv) Have any power whatsoever to influence the management or administration of more than one Club.
- (c) For the purposes of Paragraph (b) of this Rule 'person' includes anybody corporate and a partnership.



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- (d) In considering whether to give any such consent the NIFL Board shall have regard to the need to promote and safeguard the interests and public profile of Association Football, its players, spectators and others concerned with the game and shall have regard also to the Articles and Rules of the NIFL and those bodies to which the NIFL is affiliated.
- (e) For the purposes of this Rule an 'Associate' means: -
- 1. If the person referred to in Paragraph (b) of this Rule is an individual:
- (a) A close relative of that individual, including that individual's spouse, parents, step-parent, child, step-child, uncle, aunt, nephew or niece, or a child or step-child, of such parent or spouse or anyone else of close relationship to the individual who in the opinion of the NIFL Board is or is likely to be acting in conjunction with the individual.
- (b) Any Company of which the individual is a director or over which the individual is able to exercise control or influence.
- (c) Any individual who is an employee or partner of that individual or a close relative of any such employee or partner.
- 2. If the person referred to in Paragraph (b) of this Rule or any associate of that person is a body corporate:
- (a) Any other body corporate associated with either through the holding of shares in it or by reason of control by contact or other form of agreement and
- (b) Any director or employee of that body corporate or any close relative of such director or employee,

and

- 3. Where any person has an agreement or arrangement, whether legally binding or not, with any other person in relation to the exercise of their voting power in a Club or in relation to the holding or disposal of the interest of the Club.
- 4. For the purposes of Paragraph (c) above, the word 'person' shall fall to be defined under reference to Paragraph (c) above.

### 4. Notices

A notice may be given by the League or the NIFL Championship Management Committee to any Club or any Club representative either personally or by sending it by email or by post to the registered postal or email address supplied by the Club or representative for the giving of notices. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected at the expiration of 24 hours after the letter containing same was posted.

### NIFL CHAMPIONSHIP MANAGEMENT COMMITTEE

### 5. NIFL Championship Management Committee

- (a) The NIFL Championship Management Committee shall be formed in accordance with the appropriate Articles of Association and shall have powers to deal with all matters delegated to it by the Board.
- (b) The Committee shall appoint annually a Chairman and Vice-Chairman who may serve for a period not exceeding two years. A Chairman retiring after a period of two years may not seek election either to the office of Chairman or Vice-Chairman until a further period of two years has elapsed. Notwithstanding the above, the Committee reserve the right to extend the terms of the Chairman and/or Vice Chairman by one year on an annual basis.

A club which is entitled to appoint one representative to the NIFL Championship Management Committee shall do so not later than 1st June in each year and the Secretary of the club shall notify such appointment in writing to the NIFL within one week from election. Clubs shall also be entitled to appoint an additional representative who will be permitted to attend any meeting of the NIFL Championship Management Committee in the event of the regular representative, for whatever reason, being unable to attend. Such additional representative must be notified no later than 1st June. Any representatives so appointed may only retain their position as long as they remain a representative of the club that appointed them.



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- (c) 50% of any members present at any meeting of any Committee or Sub-Committee shall form a quorum.
- (d) The NIFL Championship Management Committee may appoint Sub-Committees as appropriate and delegate power to them. Any Sub Committee so formed shall, in the exercise of the power so delegated, conform to any regulations that may be imposed upon them by the Committee appointing them.
- (e) The NIFL Championship may call upon clubs, members and players of clubs to produce any books, letters, documents and other evidence the Committee may require.
- (f) The NIFL Championship Management Committee shall cause Minutes to be made in books provided for the purpose:
  - I. Of all the names of members of the NIFL Championship Management Committee present at each meeting thereof and of any Committee appointed by the NIFL Championship Management Committee, and
  - II. Of all resolutions and proceedings at all meetings of the NIFL Championship Management Committee and of any Committee appointed by the NIFL Championship Management Committee.

### 6. NIFL Championship Powers

- a) The NIFL Championship Management Committee shall have full power to act as it thinks fit, including power to suspend, fine or expel any club, club official or player guilty of a criminal offence, misconduct, infringing or failing to observe the Rules of the NIFL Championship or acting in a manner which could be construed as bringing the game into disrepute and contrary to the best interests of the NIFL Championship as a whole. The NIFL Championship Management Committee shall also have powers to deal with any other matter not provided for in the rules.
  - This rule will not apply to any field offences or any other matter which would normally be dealt with by the Irish Football Association.
- b) All clubs participating in any Competition under the auspices of the NIFL shall as a prerequisite of entry into such Competitions agree to bound by this rule.

### OFFENCES, INQUIRIES AND COMMISSIONS THEREON, DISPUTES AND APPEALS

### 7. Inquiry into and Punishment of Offences

- a) The NIFL Championship Management Committee, and any Commission or Sub Committee duly appointed by the Board or Championship Management Committee shall have power of enquiry into all financial arrangements between clubs and players, and into all matters constituting or pertaining to breaches or a breach of regulations of the NIFL Championship, and they shall be entitled for that purpose to require the attendance of all officials, players and other persons (as defined in Rule 3.e.a) and for the production of all books, letters and other documents.
- b) The NIFL Championship irrespective of whether or not it shall have appointed a Commission or Sub-Committee to hold an inquiry shall have full power to deal with all clubs, officials and players which they shall deem guilty of having offended against or committed a breach of the Regulations of the NIFL Championship, and they shall be entitled to take such action and award such punishments either by way of reprimand, fine, suspension, expulsion or any other form of punishment as they may think fit in the circumstances.
  - Note This rule will not apply to any field offences or any other matter which would normally be dealt with by the IFA Disciplinary Committee.

### 8. Commissions and Reports

a) The NIFL Championship Management Committee may at any time appoint a Commission or Sub-Committee consisting of such number of persons as they deem the circumstances warrant for the purpose of inquiring into any matter appertaining to the NIFL Championship or its affairs.



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b) The NIFL Championship Management Committee or any duly appointed Commission or Sub-Committee shall be entitled to publish in the public press or in any other manner they shall think fit a report of their proceedings, acts, resolutions, and findings whether the same shall or shall not reflect on the character or conduct of any club, official or player and all evidence tendered on such inquiries, and all such inquiries and reports shall be privileged and every such club, official, player or spectator shall be deemed to have assented to such inquiry and to such publication, and to regard the same as privileged in law. On any inquiry such order may be made as to payment of expenses by clubs, players, or officials as the NIFL Championship may think fit.

### 9. Offences by Clubs, Players etc. Illegal Inducements:

Any club, official or player either directly or indirectly inducing or attempting to induce a player of another club to leave the club for which he is registered for any purpose whatsoever shall be deemed guilty of misconduct and shall be liable to be expelled, fined or otherwise dealt with by the NIFL Championship Management Committee as they shall see fit, in accordance with the FIFA regulations governing the Status and Transfer of Players. A club found to have induced a player from another club to sign a transfer form shall be fined £500.

### 10. Misconduct in pre-arranging Results/Gambling on NIFL Championship Matches

- a) Any club, official or player offering or receiving a payment or any form of undeclared inducement from any other person or organisation to win, lose or draw a match shall be deemed guilty of misconduct and shall be liable to a fine of £2000 and shall be subject to such further sanction as the NIFL Championship Management Committee shall see fit.
- b) All players, technical staff and officials are forbidden from taking part, either directly or indirectly, in betting, gambling, lotteries and similar events and transactions connected with football matches under the control and organisation of the NIFL Championship.
- c) The NIFL Championship Committee shall have the power to investigate any such allegations brought to their attention and if deemed necessary/applicable shall pass the case, including all evidence relied on to the IFA Disciplinary Committee to impose such sanctions as they consider appropriate.

#### 11. Protests:

- a) Protests by all clubs must be received by the Managing Director of the NIFL per Special Delivery, bearing postmark, within four days after the cause of the protest, accompanied by a deposit of £100 which shall be forfeited in all cases where the protest has not been sustained. A copy of the protest must also be sent by the appellant club by Special Delivery to the club protested against, if appropriate, bearing postmark within four days (excluding Sundays) after the cause of the protest.
  - Upon receipt of a protest the NIFL Championship Management Committee shall, in accordance with Rule 8, appoint a Sub Committee or a Commission consisting of a minimum of three persons to hear and determine the protest. No person shall sit on a protest which involves himself/herself or any club in which he/she may have an interest. All protests shall be heard, where possible, within fourteen (14) days of receipt of the protest.
- b) In the case of a protest, if the NIFL has any doubts as to the qualification of any player taking part in any competition it shall have power to call upon such player, or the club to which he belongs or for which he played, to prove that he was qualified according to the Rules and Regulations of the League
- c) A club may be represented at the hearing of a Protest or Inquiry. Any person summoned to attend a Protest or Inquiry must attend personally.
- d) All questions of eligibility or qualification of clubs or players, or of the application of the Laws of the Game, or of the Articles of Association or Rules shall be referred for decision to the NIFL Board.

### 12. Appeals against Decisions of the NIFL Championship

All appeals against a decision of the NIFL Championship must be made to the IFA in accordance with the relevant IFA Articles of Association.



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#### COMPETITION

### 13. League Competitions

- a) The League shall, each Season, conduct and in every respect control a football competition to be called the NIFL Championship.
- b) The NIFL Championship shall consist of 12 teams who shall play each other on two occasions, on a 'home' and 'away' basis.
- c) When all teams have completed 22 matches, or when standings permit, the league shall be split into two sections. Teams ranked in positions 1 to 6 shall comprise Section A and teams ranked in positions 7 to 12 shall comprise Section B. Points achieved during the first phase of 22 matches are carried forward to the second phase. Teams shall then compete in a further 10 matches (i.e. two matches, on a 'home' and 'away' basis, against all other teams in their respective sections.

### 14. Matches

(a) Matches may be played on natural turf or artificial turf, provided that such artificial turf meets the "FIFA Quality Standard".

The owner of the artificial turf and the home club must be in receipt of a valid FIFA Certificate.

The NIFL Championship cannot be held responsible for any damages to third parties resulting from the use of artificial turf

All pitches, including grass pitches, must be maintained in a standard acceptable to the Championship Management Committee. Should a Protest be made in regards to the condition of a grass pitch by a club, or should it come to the attention of the Committee by other means, the Championship Management Committee reserve the right to have said pitch inspected by such competent persons as they may appoint.

A club whose pitch is deemed to be unfit for play shall then be responsible for arranging an alternative venue(s) which meets all Championship requirements, until such time as the work deemed necessary to make the pitch suitable for play has been carried out, the pitch has been re-inspected and the Championship Management Committee has given approval for matches to take place on the pitch.

- (b) All matches shall be played under the Laws of the Game as approved by the International Football Association Board and in accordance with the Articles and Rules of the IFA and also the NIFL Championship. All NIFL Championship matches shall be played on the dates scheduled at the commencement of the season, except:
  - 1. When otherwise directed by the NIFL Championship Management Committee; or when
  - 2. National and divisional association senior cup ties take precedence; or when
  - Agreed by the two competing clubs and approved by the NIFL Managing Director.
- c) No club shall be permitted to request a free Saturday except in the case of exceptional circumstances which must be notified to and approved by the NIFL Managing Director.
- d) Each club shall play home and away fixtures in the League Competition and all matches shall be played under the rules and regulations of the League and in accordance with the Laws of the Game.
- e) Clubs failing to comply with this rule shall be fined in a sum of £250 and shall forfeit 3 points, such points shall be accredited to the opposing team and a scoreline of 3 goals to nil awarded to their opponents. Also, in the event of a club failing to fulfil an arranged match the appropriate Committee shall be empowered to grant compensation to the other club for actual expenses incurred for such match. A club failing to fulfil an arranged match for a second time in the current season may be dismissed from membership of the League.
- f) Clubs may bring forward fixtures scheduled on or before the last Saturday in December provided that both clubs confirm their agreement in writing no later than 5 days prior to the proposed date for the fixture and that the new arrangements meet the approval of the NIFL Managing Director.
- g) Any match not completed may be ordered to stand as a completed fixture, or the unfinished time may be ordered to be played, or the fixture ordered to be replayed in its entirety as the Management Committee or Executive Committee may see fit.



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h) Postponed or abandoned matches shall be played on a date to be determined by the NIFL Championship Chairman and Managing Director

#### 15. Kick Off Times

- a) The hour of kick-off for all Saturday fixtures shall be 3.00pm unless otherwise directed by the NIFL Championship Management Committee, or agreed by the two competing clubs and approved by the NIFL Championship.
- b) Where clubs do not have adequate floodlighting, kick-off time shall be 2.00pm during the months of November, December and January in each season.
- c) The kick-off times for all other matches shall be arranged by the NIFL Managing Director, unless otherwise agreed by the two clubs competing and approved by the NIFL Managing Director.
- d) Clubs failing to start at the appointed time may be fined at the discretion of the NIFL Championship Management Committee.

### 16. Pitch Inspections

- a) In the event of unfavourable weather conditions or concerns regarding the playing surface the home club must request the NIFL for an early inspection and must also notify their opponents not later than five (5) hours before kick-off. The match referee or an alternative referee appointed by the NIFL must inspect the ground at least three (3) hours or more previous to the advertised time of kick-off and shall decide as to the fitness of the ground, his/her decision being final after consultation with the Club Secretary and the NIFL
- b) No game shall be postponed without an inspection by a referee appointed by the NIFL, who shall take due cognizance of local advice and the travelling team and supporters.
- c) Notwithstanding the above, in the event of extreme weather conditions the NIFL Managing Director, in consultation with the NIFL Championship Chairman, may declare any match or matches postponed without a formal pitch inspection.
- d) Where possible the officially appointed match referee should carry out the pitch inspection but if he/she should not be available for an inspection then the NIFL will appoint an alternative official from a panel approved by the Committee, who will decide on the state of the pitch. If obviously 'playable' he will then declare his decision.
- e) In the event of the home club failing to request an early inspection the NIFL Championship Management Committee shall be empowered to grant compensation to the visiting club for actual expenses incurred for such match.
- f) The Referee and Assistant Referees shall be paid half match fee and expenses for a postponed match which they have arrived at and inspected. Should another league appointed referee deem the ground unfit for play then he/she shall be paid £5 plus travelling expenses actually incurred.

### 17. Referees Fees

- a) The fee payable to referees shall be such sum as decided by the IFA Board together with the appropriate rate for travelling expenses actually incurred. In all league fixtures the home club shall retain the gate receipts and shall be responsible for all expenses including the referees' fees and travelling expenses properly incurred.
- b) The league shall furnish the clubs with a Referees Expenses Form which clubs should complete after each home fixture and submit to the league no later than 5 days following the fixture. Any club failing to provide such documentation by deadline will be fined in the sum of £10.

### 18. Ranking of clubs

Teams shall be awarded 3 points for a win, 1 point for a draw and 0 points for a defeat. In the case of equality of points teams shall be ranked in accordance with the following criteria:

- i. Goal Difference (Goals scored less goals conceded in all matches)
- ii. Goals scored in all matches
- iii. Superior points gained in matches between teams in question
- iv. Superior goal difference in matches between teams in question
- v. Drawing of lots by the NIFL Championship Management Committee.



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### 19. Promotion and Relegation

- a) At the end of the season the winners of the NIFL Championship shall be promoted to the NIFL Premiership and the club finishing in bottom position of the NIFL Premiership shall be relegated to the NIFL Championship.
  - The club finishing in 11th position in the NIFL Premiership shall be obliged to play in a play-off against the winner of the Championship Promotion Pre Play-Off (2nd v 3rd Place) and the winner of the play-off, will be promoted to or remain in (as the case may be) the NIFL Premiership.
- b) If only one of the clubs finishing in 2nd or 3rd position in the NIFL Championship conform to the Promotion Licence criteria the NIFL Championship pre play-off match will not be required and in such circumstances the club finishing in either 2nd or 3rd position in the NIFL Championship will participate in the Promotion/Relegation Play Off against the team finishing in 11th position in the NIFL Premiership and the winner of that play-off will be promoted to or remain in (as the case may be) the NIFL Premiership.
- c) If the winners of the NIFL Championship do not conform with the Promotion Licence criteria they will not be promoted to the NIFL Premiership, in this instance the winners of the Championship Promotion Pre Play Off, would then play against the team finishing bottom of the NIFL Premiership and the winner of that play-offwill be promoted to or remain in (as the case may be) the NIFL Premiership.
- d) If only one of the clubs finishing in 2nd or 3rd position in the NIFL Championship conform to the Promotion Licence criteria the NIFL Championship pre play-off match will not be required and in such circumstances the club finishing in either 2nd or 3rd position in the will participate in the Promotion/Relegation Play Off against the team finishing in bottom of the NIFL Premiership and the winner of that play-off will be promoted to or remain in (as the case may be) the NIFL Premiership.
- e) The 2nd placed club will have 'home' advantage in the Pre Play-Off.
- f) The loser of the play-off will be relegated to or remain in (as the case may be) the NIFL Championship.
- g) The play-off matches to determine the final composition of the NIFL Premiership and the NIFL Championship shall be played on a date to be determined by NIFL Premiership Management Committee who will be responsible for all arrangements in respect of the play-off matches which will be played under the jurisdiction of the NIFL Premiership.
- h) The first match shall be played at the ground of the NIFL Championship Club whilst the second match shall be played at the ground of the NIFL Premiership Club, unless otherwise agreed and confirmed in writing to the NIFL by both competing teams.
- i) If neither of the clubs finishing in 2nd or 3rd position in the NIFL Championship conform to the Promotion Licence criteria then the Promotion/Relegation Play Off match will not be required and in such circumstances the 11th placed club in the NIFL Premiership shall remain in the NIFL Premiership.
- j) Promotion and Relegation shall also apply between the NIFL Championship and the NIFL Premier Intermediate League. At the end of the season the club finishing at the top of the NIFL Premier Intermediate League shall be promoted to the NIFL Championship and the club finishing bottom of the NIFL Championship shall be relegated to the NIFL Premier Intermediate League.
- k) The club finishing in second bottom position in the NIFL Championship shall be obliged to play in a play-off against the club finishing in 2nd position in the NIFL Premier Intermediate League and the winner of the play-off, which will be on a 'home' and 'away' basis, will be promoted to or remain in (as the case may be) the NIFL Championship.
  - If the winners of the NIFL Premier Intermediate League do not conform with the NIFL Championship Licence criteria they will not be promoted to the NIFL Championship, in this instance the club finishing in 2nd position in the NIFL Premier Intermediate League would then play against the club finishing bottom of the NIFL Championship and the winner of that play-off, which will be on a 'home' and 'away' basis, will be promoted to or remain in (as the case may be) the NIFL Championship.
- I) If the club finishing in 2nd position in the NIFL Premier Intermediate League do not conform with the NIFL Championship Licence Criteria then the Promotion/Relegation Play Off match will not be required and in such circumstances the bottom club in the NIFL Championship shall remain in the NIFL Championship
- m) The loser of the play-off will be relegated to or remain in the NIFL Championship Intermediate League.



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- n) The play-off matches to determine the final composition of the NIFL Championship shall be played on a date to be determined by the NIFL Championship Management Committee who will be responsible for all arrangements in respect of the play-off matches which will be played under the jurisdiction of the NIFL Championship.
- o) If any two teams involved in a play off score the same number of goals over the two legs, the team which scores more away goals will be declared the winner. If this procedure does not produce a result, i.e. if both teams score the same number of goals at home and away, two 15-minute periods of extra time will be played at the end of the second leg (away goals will not count double in this extra time). If the score is still level after extra time, penalty kicks from the penalty mark in accordance with the Laws of the Game shall determine which team is declared the winner.
- p) The first match shall be played at the ground of the NIFL Premier Intermediate League Club whilst the second match shall be played at the ground of the NIFL Championship Club, unless otherwise agreed and confirmed in writing to the NIFL by both competing clubs.
- q) Notwithstanding the above criteria in respect of promotion and relegation the NIFL Championship Management Committee shall have full power to maintain a full membership of 12 teams in each Season, which may in exceptional circumstances require the selection of the top 12 ranked clubs who conform with the Championship Licence Criteria.

### 20. Resignation

Any club may resign from the League providing it notifies the Managing Director of the League by special delivery not later than 1 April of their intention to discontinue membership at the end of the current season.

### 21. Expulsion

If any club is expelled, or resigns from the NIFL Championship without the consent of the NIFL Championship the players who are registered with that club shall be granted 'free agent' status in accordance with the FIFA Regulations governing the Status and Transfer of Players. Clubs failing to notify the NIFL Managing Director on or before 31st March of their intention to discontinue membership of the Championship shall forfeit the sum of £1000 from any monies due to the funds of the NIFL and shall also be liable as the NIFL Championship shall determine to pay their proportional share of any loss that may result to the League in the ensuing season by reason of the failure of such Club to give notice of withdrawal by the date aforenamed.

### 22. Substitute Players

- a) A club may at its discretion use three substitute players at any time in any match, except to replace a player who has been suspended from the game by the referee. The substitutions can be made in accordance with the Laws of the Game.
- b) Only three substitutions by each side will be permitted in any match and clubs may nominate up to a maximum of five substitute players prior to the commencement of the match.
- c) A substitute player shall be construed as taking part in the game for which he was nominated only if he is required to play.
- d) Should any nominated player or substitute sustain an injury or become otherwise incapacitated after the submission of the team sheet to the referee and before the kick-off he may be replaced provided that the referee and the opposing club are informed prior to kick-off.

### 23. Player Identification

a) The players' shirts must be clearly numbered on the back and must correspond exactly with the referee's card handed to the referee before any match under the jurisdiction of the League, and the team captain shall wear a distinguishing armband to indicate this.

### 24. Completion of Referee's Card

- a) Secretaries or other responsible persons acting for competing clubs shall forty five minutes prior to kick-off notify in writing the names of players taking part in each match under the jurisdiction of the league (including the name of the nominated substitute or substitutes and club officials and their functions) to the referee, and also to the representative of their opponents in the presence of the referee in his dressing room; and the list shall also indicate the colour of the goalkeeper's shirt.
- b) Clubs failing to do so will be fined in the sum of £50.



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#### 25. Late Start

The NIFL Championship Management Committee shall fine clubs for late start of matches in the sum of £250 except in exceptional circumstances. Referees must report late starts to the League.

#### 26. Weak Teams

Each club shall play its full strength team in all matches under the jurisdiction of the League unless some satisfactory explanation is offered to the NIFL Championship Management Committee. In the event of the explanation not being deemed satisfactory the Committee shall inflict a fine on the club of not less than £100.

### 27. Objection to Field of Play etc

Any objection to the field of play or goal postsmust be lodged with the referee before the game is started and the referee shall have power to have such objections made right before the match is started.

### 28. Medals

The NIFL Championship Management Committee may, at its discretion, award 16 medals to the winning clubs for presentation to their players each of whom shall have taken part in at least 50% of the games constituting the NIFL Championship. Additional medals may be purchased by the clubs concerned, if so warranted and the NIFL Championship Management Committee shall consider all such requests.

#### **FINANCE**

#### 29. Admission to Grounds

- a) The admission policy for all NIFL Championship matches shall be determined by the NIFL Championship Management Committee annually.
- b) Each club may furnish the NIFL Championship a list of no more than 12 directors that shall receive a Directors pass. The bearer shall be entitled to admission to the ground and Directors Box at matches in which his/her club are participating under the jurisdiction of the NIFL Championship, excluding semi finals and finals.

### 30. Share of Gates

The admission charges to the ground in all League matches shall be retained by the home club, unless otherwise stated.

### 31. Fines

- a) All fines imposed by the NIFL Championship Management Committee, unless appealed against, shall be paid within twenty one (21) days from the date of the letter imposing the fine unless a payment plan has been agreed with the club.
- b) Otherwise offending clubs will be fined £50 per week or part of a week that a fine is outstanding.
- c) If any club fails to make any payment to the League in accordance with the requirements of these rules the League shall be empowered to deduct the amount of any such payment(s) from any money payable to the debtor club.

### PLAYERS, SQUADS AND ASSOCIATED REGULATIONS

### 32. Player Registration Regulations

- a) All players must be registered in accordance with the IFA Professional Game Player Registration regulations and the NIFL Player Registration Regulations.
- b) Where a Professional or amateur player is paid expenses, then payments are to be supported by an expenses claim form, signed by the player and club official/accountant, in a format acceptable to HMRC and that such forms are retained by the Club; Such payments must comply with HMRC "Tax treatment of Association footballers". http://www.hmrc.gov.uk/manuals/eimanual/EIM64100.htm Expenses paid to a player of amateur status must not exceed HMRC scales that would render such status invalid. Claim forms must be retained for 2 complete seasons and may be requested for inspection by NIFL at any time.



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### 32. Undisclosed Payments

- a) It is strictly forbidden to make any payment to a player, either directly or via a related party, which has not been detailed in the official players' contract or registration, lodged with the Irish Football Association or the NIFL, or not documented in line with related party transactions outlined in b) and c) below, or at variance to the requirements of Regulation 31b).
- b) A party is related to a club/entity if:

i) directly or indirectly through one or more intermediaries, the party:

- controls, is controlled by, or is under common control with, the entity (this includes parents, sub sidiaries and fellow subsidiaries;
- b) has an interest in the entity that gives it significant influence over the entity; or
- c) has joint control over the entity;
  - ii) the party is an associate of the entity;
  - iii) the party is a joint venture in which the party is a venture;
  - iv) the party is a member of a key management personnel of the entity or its parent;
  - v) the party is a close member of the family of any individual referred to in i) or iv)
  - vi) the party is an entity that is controlled, jointly controlled or significantly influenced by, or for which significant voting power in such entity resides with with, directly or indirectly any individual referred to in iv) or v); or
  - vii) the party is a post-employment benefit plan for the benefit of employees of the entity, or of any entity that is a related party of the entity.

Close members of the family of an individual are those family members who may be expected to influence, or be influenced by, that individual in their dealings with the entity. They may include:

- a) The individual's domestic partners and children;
- b) Children of the individual's domestic; and
- c) Dependents of the individual or the individual's domestic partner.

Control is the power to govern the financial and operating policies of an entity so as to obtain benefits from its activities.

Key management personnel are those persons having authority and responsibility for planning, directing and controlling the activities of the entity, directly or indirectly, including any director (whether executive or otherwise) of that entity.

d) A related party transaction is a transfer of resources, services or obligations between related parties, regardless of whether a price is charged.

Any related party transaction involving partners must be documented by the club in writing to the IFA and NIFL. These shall include, but not be limited to:

- A player in any other paid service within the club (e.g. coach, barman)
- Payments made to players by club directors, management committee or staff members
- Payments made to players by companies or organisations owned or controlled by club directors, management committee or staff members
- Payments made to players by sponsors
- Payments made to players by supporters clubs, trusts or organisations
- e) The Board or Managing Director of the NIFL or its appointees may at any time, in order to:
  - satisfy itself as to the accuracy of the contractual / registration information provided to it by a club; and / or to
  - consider any suspicion of undisclosed payments made by or on behalf of a club carry out such investigations, interviews and/or audits it considers (in its sole and absolute discretion) appropriate shall be entitled to take such action and award such punishments as detailed in Rule 32k where a player and/or club has acted contrary to the best interests of the league and its member clubs.
- f) In any investigation, any person if requested shall:



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- i) provide the NIFL or its appointees with all information, documents and/or records that the NIFL or its appointees considers relevant to an investigation;
- ii) cooperate fully with any interview process carried out by the NIFL or its appointees;
- iii) verify the accuracy (or otherwise) of any information or document provided;
- iv) provide written confirmation of all offers made to a player regardless of whether the player subsequently concludes a professional contract or amateur registration with the club;
- g) Where a party to an investigation fails to comply with i) to iv) above, that party shall be liable to be fined not less than £5,000 and the investigation shall continue with a reasonable adverse inference being drawn from any failure to comply with i) to iv) above.
- h) An investigation into any suspected breach must be initiated within a period of five seasons from the suspected season of any such breach.
- i) For the avoidance of doubt, this provides the scope to initiate an investigation into any suspected breach having occurred in the fiveseasons prior to any current season.
- j) Similarly, following the close of any investigation, the case can be reopened should new information become available which alters the status of previous conclusions within this same two season period.
- k) The standard of proof to be applied is that of comfortable satisfaction. That is to say that the Committee does not have to be satisfied beyond a reasonable doubt but should be more than satisfied that, on balance, the allegation is made out. The more serious the allegation, the less likely it is that the event occurred and therefore the higher the threshold of satisfaction.
- I) Any club found to have breached Rules 31(b) and 32(a) will be subject to the following santions by the NIFL Board or its appointees:
  - Automatic demotion

Further club sanctions may include but not be limited to:

- Immediate points deduction for current season
- Fine
- Prize money from the season to be withheld / returned and redistributed.
- The return of prize money from any previous season(s) during the course of the player's / football staff member's contract with the club.
- Suspension / disqualification of individuals from involvement in the running of a football club
- Removal of any competition title wins
- Reporting of club to HMRC

### 33. Ineligibility of Players

Failure to comply with any of the conditions relating to a registration or competition rules will render the player ineligible to play for the club concerned as not being a bona-fide player. Any club wishing to lodge a protest may do so in accordance with Rule 9.

### 34. Penalty for Playing Unregistered or Ineligible Players:

- a) Any club playing an ineligible player or players in any match under the auspices of the NIFL Championship may be fined a maximum of £250 per player for the first offence and £25 for subsequent offences involving the same player. In addition should the match(es) in question result in a win for the offending team, or end in a draw, then such points shall be forfeited by the offending club and its opponents awarded three points in respect of that match and a scoreline of 3-0 recorded in its favour.
- b) Should the match(es) in question result in a defeat for the offending team a scoreline of 3-0 shall be recorded in the favour of their opponents. If the goal difference at the end of the match is greater than three, the result on the pitch is upheld.
- c) Should both clubs play an ineligible player or players in any match under the auspices of the NIFL Championship then both clubs will be fined a sum of £250 per player for the first offence and £25 for subsequent offences involving the same player. In addition, neither club will be awarded any points for the fixture and both clubs shall have a minus three (-3) goal difference recorded against them.



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- d) Nothing in these regulations shall entitle the NIFL Championship to deduct points or impose fines for registration committed by any club during any previous season. (For the purpose of all NIFL Championship regulations a season will be deemed to end on 31st May each year).
- e) For the purposes of these regulations an ineligible player is a player who has not been properly registered, or who has played whilst under suspension, or who has otherwise played in contravention of the rules of the competition in which he has taken part.

### **MISCELLANEOUS**

### 35. Condition of Membership of Clubs comprising the NIFL Championship

- a) All clubs in membership of the NIFL Championship acknowledge that they are bound by the rules of the NIFL Championship and the decisions of its committees which are final and binding, except insofar as an appeal may lie to the appropriate committee of the IFA.
- b) Clubs shall be obliged to sign a participation agreement and to abide by the conditions contained therein. Any club not adhering to this rule or the terms of the agreement shall be dealt with as the NIFL Championship Management Committee consider appropriate.

### 36. Registration of Ground

- a) Each club shall register its ground with the NIFL and no club shall register another ground without first obtaining the consent of the NIFL.
- b) Any club which requires a ground share agreement should provide written notice to the NIFL Championship Management Committee no later than 31 March of the preceding season.
- Clubs must register their pitch dimensions with the NIFL prior to the start of each Season, whichmust adhere to the Laws of the Game. The registered pitch dimensions must not be altered during the course of a season, without the consent of the NIFL Championship Management Committee. Such request for consent can only be made in exceptional circumstances and must be served in writing to the NIFL Managing Director. The NIFL Championship Management Committee shall consider all such requests and determine whether or not such requests are approved or rejected. Should a club make such alterations without the required consent and a should a match or matches take place that result in a win for the offending team, or end in a draw, then such points shall be forfeited by the offending club and its opponents awarded three points in respect of that match and a score-line of 3-0 recorded in its favour. Notwithstanding the above the winning team shall not be disadvantaged if the original scoreline was of greater benefit to that team's goal difference. A fine of up to £250 per match played will also be levied.

### 37. Playing Kit

- a) Each club in the NIFL Championship shall register its playing kit colours with the NIFL not later than 20 July each year on a kit approval form to be provided by the league. In all cases the first choice (home) kit and the second choice (away) kit must provide an alternative colour of all garments and must be submitted with the kit approval form. All clubs must also observe the sponsor advertising regulations which may be revised annually by the NIFL Championship Management Committee. In the event of a clash of playing kit the away team shall change. In accordance with the Laws of the Game if tape or similar material is applied externally it must be the same colour as that part of the stocking it is applied to.
- b) In accordance with the Laws of the Game the clubs must have the availability of additional kit should any item of the kit sustain blood coverage.

### 38. Official Match Ball and Goal Nets

- a) The official match ball to be used in all matches shall be the ball approved by the NIFL and supplied to the clubs at the commencement of the season. Additional match balls, if required, may be purchased from the NIFL.
- b) Goal nets must be used.

### 39. Half-Time Interval

In all matches the half-time interval shall be 15 minutes.



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### 40. League Structure

The NIFL Board may at any time during the present season implement and make changes to the league format and structure which would then become affective prior to the commencement of the following playing season and nothing in these rules and regulations will so prevent the board from introducing and formulating any such structure provided that the board hereby undertakes to enter into a full consultation exercise with the member clubs of the league before any such changes are made.

### 41. Alterations to Rules

Alterations to these rules shall only be considered during the closed season. Any club wishing to have a proposal considered, must forward same in writing to the NIFL Managing Director no later than 31st May.

