

WYCOMBE & SOUTH BUCKS MINOR FOOTBALL LEAGUE
NOMENCLATURE & CONSTITUTION 2022- 23 SEASON

DEFINITIONS

1. (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 Wycombe & South Bucks Minor Football League.

“**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.

“**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.

“**Mini Soccer**” means those participating at ages under 7s to under 10s.

“**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 Berks & Bucks County Football Association Limited

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

“**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 team in the Competition in accordance with the Rules..

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

“**Player Registration System**” means The FA system to register players 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.

“**Youth Football**” means those participating at ages under 11s to under 18s.

(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.

GOVERNANCE RULES

NAME AND CONSTITUTION

2. (A) The Competition will be known as the Wycombe & South Bucks Minor Football League. The Clubs participating in the Competition must be members of the Competition. A Club which ceases to exist or which ceases to be entitled to play in the Competition for any reason whatsoever shall thereupon automatically cease to be a member of the Competition.
- (B) This Competition shall consist of not more than 100 Clubs or 300 Teams approved by the Sanctioning Authority.
- (C) The geographical area covered by the Competition membership shall be 15 miles from Prestwood Sports & Social Club. Clubs from outside this radius may apply for Membership. The Management Committee shall consider such applications, and providing all other entrance criteria has been met, make the recommendation to the AGM and shall be subject to acceptance at the AGM
- (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 for Youth Competitions (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 divisions, each not exceeding 16 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~~ **England Football Accredited** 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 at a particular age group in the Competition in any other competition (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 divisions at their discretion. When necessary this Rule shall take precedence over Rule 22.

CLUB NAME

3. 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.

ENTRY FEE, SUBSCRIPTION, DEPOSIT

4. (A) Applications by Clubs for admission to this Competition or the entry of an additional Team(s) from the same Club shall be made in writing to the Secretary **by 1st September** and shall be accompanied by an Entry Fee (£25.00 per Team) as set out in the Fees Tariff which shall be returned in the event of non-election.

At the discretion of the voting members present applications, of which due notice has been given, may be received at the AGM or a Special General Meeting or on a date agreed by the Management Committee.

- (B) The Annual Subscription (£55.00 per Team) shall be payable in accordance with the Fees Tariff and shall be payable on or before 31st May in each year.
- (i) Any application received after the Annual General Meeting shall, in addition to the application fee, be subject to a £30.00 administration fee.
- (ii) The Subscription shall include entry to any League/Subsidiary Cup Competition within the Wycombe & South Bucks Football League with the exception of the Mayors Cup and June Rowland Memorial Cup
- (C) A Deposit of £15 shall be payable in accordance with the Fees Tariff per Team and shall be payable on or before 31st May in each year. 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 by 31st July 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.
- (F) An all-female team can apply to the Competition to play an age group down in a mixed gender competition, subject to rule 8A(iii)&(iv) and provided the team has obtained approval from its Sanctioning Authority.

MANAGEMENT, NOMINATION, ELECTION

5. (A) The Management Committee shall comprise the Officers of the Competition and ten (10) members (these being the Chairman, Vice-Chairman, Treasurer, Secretary, Registration Secretary, Referees Appointment Secretary, Fixture Secretary (N.B. Verifiers are not Officers) Fair play Secretary and 5 Age Group Representatives. The Executive Officers shall be Chairman, Vice-Chairman, Secretary and Treasurer who shall all 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 31st March 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 Clubs, not later than 30th April 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 nomination 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 (2/3) 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 shall be conducted through their Officers and sent to the Secretary. Failure to comply with this Rule shall result in a fine (£0.00) in accordance with the Fines Tariff.

POWERS OF MANAGEMENT

6. (A) The Management Committee may appoint Sub-Committees and delegate such of their powers as they deem necessary. The decisions of all Sub-Committees shall be reported to the Management Committee for ratification. The Management Committee shall have power to deal only with matters within the Competition and not for any matters of misconduct that are under the jurisdiction of The 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 also apply to the procedure of any Sub-Committee).

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

(D) The Management Committee shall have powers to apply, act upon and enforce these Rules and shall also have jurisdiction over all matters affecting the Competition. Any action by the Competition shall 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 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 of mitigation 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).

The maximum fine permitted for any breach of a Rule is £100 and, when setting any fine, the Management Committee shall ensure that the penalty is proportional to the offence, taking into account any mitigating circumstances. No Participant under the age of eighteen (18) can be fined.

All breaches of the Laws of the Game, 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 to those concerned within 7 days.

(F) 50 % of its members shall constitute a quorum for the transaction of business of 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 shall comply with an order or instruction of the Management Committee, and shall attend to the business and/or the correspondence of the Competition to the satisfaction of the Management Committee. Failure to comply with this Rule shall result in a fine (£25.00) in accordance with the Fines Tariff.

(I) Subject to its right of appeal in accordance with Rule 7 below, all fines and charges shall be paid within fourteen (14) days of the date of notification of the decision.

Any Club failing to do so shall incur a fine (not exceeding £50.00) in accordance with the Fines Tariff. Further failure to pay the fine including the additional sum within a further fourteen (14) days shall result in fixtures being withdrawn until such time as the outstanding fines are paid.

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

(K) The Management Committee shall have the power to fill any vacancy that may occur in the membership of the Competition between the AGM or Special General Meeting called to decide the constitution and the commencement of the Competition Playing Season.

- (L) The business of the Competition as determined by the Management Committee may be transacted by electronic mail or facsimile.
- (M) The Management Committee may from time to time hold a meeting of Clubs for administrative or information purposes only. Each Club shall be empowered to send one (1) delegate to attend such meetings. Not less than seven (7) days notice of such meetings shall be given. Clubs failing to attend shall be liable to a fine (not exceeding £25.00) in accordance with the Fines Tariff.

PROTESTS, CLAIMS, COMPLAINTS, APPEALS

7. (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 shall not be entertained by the Management Committee unless a protest is lodged with the Referee before the commencement of the match.
- (B) Except in cases where the Management Committee decide that there are special circumstances, protests and complaints (which shall contain full particulars of the grounds upon which they are founded) shall be lodged with the Secretary within five (5) 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 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 (£10.00) 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 inquiry or to order that the costs to be shared by the parties.
- (D) All parties to a protest or complaint shall receive a copy of the submission and shall be afforded an opportunity to make a statement at least seven (7) days prior to the protest or complaint being heard.
- (i) All parties shall 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 they should forward a deposit of £25 and 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 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; or
- (ii) convene a hearing to hear the appeal; or
- (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 Annual or Special General Meeting unless this is on the ground of unconstitutional conduct

ANNUAL GENERAL MEETING

8. (A) The AGM shall be held not later than 30th June in each year. At this meeting the following business shall be transacted provided that at least ten (30) members are present and entitled to vote:-
- (i) To receive and confirm the Minutes of the preceding Annual General Meeting.
- (ii) To receive and adopt the Annual Report, Balance Sheet and Statement of Accounts.
- (iii) Election of Clubs to fill vacancies.
- (iv) Constitution of the Competition for ensuing Playing Season.
- (v) Election of Officers of the Competition and Management Committee.
- (vi) Appointment of Verifier of Accounts.

- (vii) Alteration of Rules, if any (See Rule 14).
 - (viii) Fix the date for the commencement of the Playing Season and kick off time applicable to the Competition.
 - (ix) Fix the date for the end of the Playing Season.
 - (x) Other business of which due notice shall have been given and accepted as being relevant to an Annual General Meeting.
- (B) A copy of the duly verified Balance Sheet, Statement of Accounts and Agenda shall be forwarded to each Club at least 14 days prior to the meeting together with any proposed rule changes.
- (C) A signed copy of the duly verified Balance Sheet and Statement of Accounts shall be sent to the Sanctioning Authority within fourteen (14) days of its adoption by the Annual General Meeting.
- (D) Each Club shall be empowered to send two (2) delegates to an Annual General Meeting. Each Club shall be entitled to one (1) vote only. Fourteen (14) days' notice shall be given of any AGM.
- (E) Clubs who have withdrawn their membership of the Competition during the Playing Season being concluded or who are not continuing membership shall be entitled to attend but shall vote only on matters relating to the Playing Season being concluded.
- (F) All voting shall be conducted by a show of voting cards unless a ballot be demanded by at least 50% of the delegates qualified to vote or the Chairman so decides.
- (G) No individual shall be entitled to vote on behalf of more than one (1) Club.
- (H) Any continuing Club shall be represented at the Annual General Meeting. Failure to comply with this Rule shall result in a fine (not exceeding £25.00) in accordance with the Fines Tariff.
- (B) (I) Officers of the Competition and Management Committee members shall be entitled to attend and vote at an Annual General Meeting, **but cannot also cast a vote on behalf of a club (See Rule 8.G).**
- (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.

SPECIAL GENERAL MEETINGS

- 9
- A.** Upon receiving a requisition signed by two-thirds (2/3) of the Clubs in membership the Secretary shall call a SGM.
 - B.** The Management Committee may call a SGM at any time.
 - C.** At least seven (7) days' notice shall be given of a meeting under this Rule, together with an agenda of the business to be transacted at such meeting.
 - D.** Each Club shall be empowered to send two delegates to all SGMs. Each Club shall be entitled to one vote only.
 - E.** Any Club failing to be represented at a SGM shall be fined in accordance with the Fines Tariff.
 - F.** Officers of the Competition and Management Committee members shall be entitled to attend and vote at all SGMs. **but cannot also cast a vote on behalf of a club (see Rule 9.D).**

AGREEMENT TO BE SIGNED

10. 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 Playing Season, or upon indicating that the Club intends to compete.

“We, (A), (name) [] of (address) [] (Chairman)/Director and (B) (name) [] of (address) [] (Secretary/Director) of [] Football Club (Limited) have been provided with a copy of the Rules and Regulations of the [] Competition and do hereby agree for and on behalf of the said Club, if elected or accepted into membership, to conform to those Rules and Regulations and to accept, abide by and implement the decisions of the Management Committee of the Competition, subject to the right of appeal in accordance with Rule 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 shall be notified to the County Football Association(s) to which the Club is affiliated and to the Secretary.

Failure to comply with this Rule shall result in a fine (£0.00) in accordance with the Fines Tariff.

CONTINUATION OF MEMBERSHIP OR WITHDRAWAL OF A CLUB

11. (A) Not applicable to this competition

- (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.

EXCLUSION OF CLUBS OR TEAMS

MISCONDUCT, CLUBS, OFFICERS, PLAYERS, MANAGEMENT COMMITTEE

- 12 (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 (2/3) 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 Annual General Meeting, or at a Special General Meeting called for the purpose, in accordance with the provisions of Rule 9, the accredited delegates present shall have the power to exclude from further participation in the Competition any Club or Team whose conduct has, in their opinion, been undesirable, which shall be supported by (more than) two-thirds (2/3) of those present and voting. Voting on this point shall be conducted by ballot. A Club whose conduct is the subject of the vote being taken shall be excluded from voting.
- (C) Any 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 clauses (A) and/or (B) of this Rule.

TROPHY.

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

“We A [name] and B [name], the Chairman and Secretary of [] FC (Limited), members of and representing the Club, having been declared winners of [] Cup or Trophy, and it having been delivered to us by the Competition, do hereby on behalf of the Club jointly and severally agree to return the Cup or Trophy to the Competition Secretary on or before the 1st Tuesday in March. If the Cup or Trophy is lost or damaged whilst under our care we agree to refund to the Competition the amount of its current value or the cost of its thorough repair.”

Failure to comply shall result in a fine (£10.00) 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 funds of the Competition permit.
- (C) Failure to return the trophy by the date shall result in a fine (£15.00) in accordance with the Fines Tariff.
- (i) A fine (£10) in accordance with the Fines Tariff may be imposed for each week that a trophy is retained by a club after that date at the Management Committee's discretion
- (D) All trophies belonging to the Competition shall be returned to the Secretary within seven (7) days of a Club withdrawing from the Competition or not continuing in membership. Failure to comply shall result in a fine (£15.00) in accordance with the Fines Tariff.

ALTERATION TO RULES

- 14 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. **except in exceptional circumstances and approved by Sanctioning Authority and The FA**

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

A proposal to change a Rule shall be carried if (more than) two-thirds of those present and entitled to vote and voting are in favour.

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

FINANCE

15. (A) The Management Committee shall determine with which bank or other financial institution the funds of the Competition shall be lodged.
- (B) All expenditure in excess of £100.00 shall be approved by the Management Committee. Cheques shall be signed by at least two (2) Officers nominated by the Management Committee.
- (C) The financial year of the Competition shall end on 31st May.
- (D) The books, or a certified balance sheet, of a Competition shall be prepared and shall be verified annually by some suitably qualified person(s) who shall be appointed at the Annual General Meeting.

INSURANCE

16. (A) All Clubs shall have valid public liability insurance cover of at least ten (10) 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

DISSOLUTION

17. (A) Dissolution of the Competition shall be by resolution approved at a Special General Meeting by a majority of three quarters (3/4) of the members present and shall take effect from the date of the relevant Special General Meeting.
- (B) In the event of the dissolution of the Competition, the members of the Management Committee are responsible for the winding up of the assets and liabilities of the Competition.
- (C) The Management Committee shall deal with any surplus assets as follows:
- (i) Any surplus assets, save for a Trophy or any other presentation, remaining after the discharge of the debts and liabilities of the Competition shall be transferred only to another Competition or Affiliated Association or The Football Association Benevolent Fund or to such other charitable or benevolent object in the locality of the Competition as determined by resolution at or before the time of winding up, and approved in writing by the Sanctioning Association.
 - (ii) If a Competition is discontinued for any reason a Trophy or any other presentation shall be returned to the Donor if the conditions attached to it so provide or, if not, dealt with as the Sanctioning Association may decide.

MATCH RELATED RULES

QUALIFICATION OF PLAYERS

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

1. Registered through the FA Player Registration System and received approval from the Competition.
- 2 Any registration that is not fully and correctly completed will be returned to the Club unprocessed and the player classed as unregistered. If a Club attempts to register a player via the Player Registration System but does not fully and correctly complete the necessary information via the Player Registration System, the registration will not be processed.
- 3 For Clubs registering Players under Rule 18 (A) via the Player Registration System Clubs must access the Player Registration System in order to complete the registration process. The registration document must incorporate a current passport-size photograph of the Player seeking registration together with confirmation that the Player's proof of date of birth has been checked by the Club and is accurate.

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

- 4 In order to register a player the club must have a current passport-size photograph of the Player seeking registration together with confirmation that the Player's proof of date of birth has been checked by the Club and is accurate.

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

- 5 Opposing Team Managers shall request to see and verify their opponents Photo IDs & Team sheet before, the start of the match. If the opposition do not comply, the complaining team must text the Age Group Representative, before kick-off of the failure to show team sheet and Photo IDs. If this ruling is not complied with no protest regarding eligibility of players shall be considered. A League Officer may also request to see a squad list and team sheet at any time. A refusal or inability to show a Team Manager or a Management Committee member shall be dealt with in the same manner as a Team fielding an ineligible player in accordance with Rule 18(N).(i)

Failure to comply with this Rule shall result in a fine (£10.00) to the non-compliant team and the points awarded to the compliant team in accordance with the Fines Tariff

- 6 For all new players and those crossing the Under 15 threshold the registration on WGS must consist of a new updated passport sized photograph of the player seeking registration and proof of the player's date of birth.

Failure to comply with this Rule shall result in a fine (£0.00) 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) A Player registered with a Premier League or Football League Academy under the Elite Player Performance Plan contained within Youth Development Rules shall not be permitted to play in this Competition. Details of the Youth Development Rules are published on The FA website. A Player registered with a FA Girls' Regional Talent Club may play in this Competition subject to the FA Programme for Excellence (Female) Regulations.

- (iii) Each Team shall have the following number of Players registered fourteen (14) days before the start of each Playing Season:

FORMAT	MINIMUM NUMBER
5v5	5

7v7	7
9v9	9
11v11	11

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

- (iv) Player registrations/transfers received by midnight on the Tuesday will enable the player to play the proceeding weekend. Registrations/transfers after midnight on the Tuesday will mean the player will not be able to play the proceeding weekend, but will be able to play the following weekend.

- (C) A child who has not attained the age of six (6) shall not play, and shall not be permitted or encouraged to play, in a match of any kind.

The relevant age for each Player is determined by his or her age as at midnight on 31 August of the relevant Playing Season i.e. children who are aged 6 as at midnight on 31 August in a Playing Season (together with those who attain the age of 6 during the Playing Season) shall be classed as Under 7 Players for that Playing Season. Children who are aged 7 as at midnight on 31 August in a Playing Season shall be classed as Under 8 Players for that Playing Season, and so on.

Notwithstanding the above, a child is permitted to play up in the age group above his or her chronological age group, irrespective of any changes of format or Competition structure, save that a child who attains the age of 6 after 31 August is permitted to play only in the Under 7 age group, and may not play in the Under 8 age group, for that Playing Season. Girls in all female teams may also be permitted to play an age group down in compliance with Rule 4(F)

The age groups that children are eligible to play in are set out in the table below, subject to Rule 4(F), along with the permitted football formats for each of those age groups. Children shall not play, and shall not be permitted or encouraged to play, in a match between sides of more than the stated number of players, according to their age group:

Age on 31 August of the relevant Playing Season	Eligible Age Groups	Maximum Permitted Format	Minimum Pitch Sizes		Maximum Pitch Sizes		Recommended Goal Sizes in feet	Ball Size
			Yards	Metres	Yards	Metres		
6	Under 7	5v5	30x20	27.45 x 18.3	40x30	36.3 x 27.45	12x6	3
	Under 8		30x20	27.45 x 18.3	40x30	36.3 x 27.45	12x6	3
7	Under 8	5v5	30x20	27.45 x 18.3	40x30	36.3 x 27.45	12x6	3
	Under 9	7v7	50x30	45.75 x 27.45	60x40	54.9 x 36.6	12x6	3
8	Under 9	7v7	50x30	45.75 x 27.45	60x40	54.9 x 36.6	12x6	3
	Under 10		50x30	45.75 x 27.45	60x40	54.9 x 36.6	12x6	4
9	Under 10	7v7	50x30	45.75 x 27.45	60x40	54.9 x 36.6	12x6	4
	Under 11	9v9	70x40	64 x 36.6	80x50	73.15 x 45.75	16x7	4
10	Under 11	9v9	70x40	64 x 36.6	80x50	73.15 x 45.75	16x7	4
	Under 12		70x40	64 x 36.6	80x50	73.15 x 45.75	16x7	4
11	Under 12	9v9	70x40	64 x 36.6	80x50	73.15 x 45.75	16x7	4
	Under 13	11v11	90x50	82.3x45.75	100x60	91.44 x 54.9	21x7	4

12	Under 13	11v11	90x50	82.3 x 45.75	100x60	91.44 x 54.9	21x7	4			
	Under 14		90x50	82.3 x 45.75		91.44 x 54.9			21x7		
13	Under 14	11v11	90x50	82.3 x 45.75	100x60	91.44 x 54.9	21x7	4			
	Under 15		90x50	82.3 x 45.75		110x70			100.58 x 64	24x8	5
14	Under 15	11v11	90x50	82.3 x 45.75	110x70	100.58 x 64	24x8	5			
	Under 16		90x50	82.3 x 45.75		110x70			100.58 x 64	24x8	5
15	Under 16	11v11	90x50	82.3 x 45.75	110x70	100.58 x 64	24x8	5			
	Under 17		100x50	91.44 x 45.75		130x100			118.87 x 91.44	24x8	5
	Under 18		100x50	91.44 x 45.75		130x100			118.87 x 91.44	24x8	5
16	Under 17	11v11	100x50	91.44 x 45.75	130x100	118.87 x 91.44	24x8	5			
	Under 18		100x50	91.44 x 45.75		130x100			118.87 x 91.44	24x8	5
	Open Age		100x50	91.44 x 45.75		130x100			118.87 x 91.44	24x8	5

(D) Not applicable to this Competition

(E) The Management Committee shall decide all registration disputes taking into account the following.

- (i) A Player shall not be permitted to register for more than one Club subject to the exceptions set out in Rule 18 (E)(iii) below.
- (ii) In the event of a Player signing a registration form or having a registration submitted for more than one Club priority of registration shall decide for which Club the Player shall be registered. The Secretary shall notify the Club last applying to register the Player of the fact of the previous registration subject to the exceptions set out in Rule 18 (E)(iii) below.
- (iii) A Player is only permitted to register for more than one Club provided that:
 - a. The Team(s) in which the Player plays in are not in the same age group; or
 - b. Except for the purpose of a transfer.
And the Player meets the requirements in Rule 18(C).

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

- (i) Play for more than one Team in the same age group in the Competition in the same Playing Season without first being transferred., **or where the Competition adopts rule 18.P.**
- (ii) Submit a registration through the player registration System or registration that the Player had wilfully neglected to accurately or fully complete.

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

- (iv) A club may move a player (by transfer/registration) to a different team within their club as long as that player has not played for a higher division team. If he has then he must stay registered to the new team for a period of a minimum of four (4) weeks before the player may move (by transfer/registration) to a higher division team in that club.

(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, the exercise of such power being without prejudice to the Management Committee's ability to fine a Club at its discretion (in accordance with the Fines Tariff that has been charged and found guilty of registration irregularities (subject to Rule 7).

(iii) The Management Committee shall have the power 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 or The FA. Where the Management Committee does not have enough information to enable it to make a decision pursuant to the above power, it may apply, in its absolute discretion, to the Sanctioning Authority or The FA for further information. 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 shall 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 only be taken against a Player in cases of the Player bringing the Competition into disrepute and shall in any event be subject to an appeal to the Sanctioning Authority or The FA. All decisions shall 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 & 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 ~~C-2(a)~~ when a Club wishes to register a Player who is already registered with another Club it shall submit a transfer on the Whole Game System. Should the 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 after receipt of such transfer. The club should approve the transfer on the Whole Game System and if it feels appropriate waive the seven(7)day approach.

In the event of an 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 March 1st 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.

In the event a Club has more than one (1) Team in an age group, each Team shall be clearly identifiable **but not designated 'A' or 'B' or 1st or 2nd**. In such cases, Players shall be registered for one (1) Team only. A Player so registered shall be allowed to play for his Club in a younger or older age group within the provisions of Rule 18(C).

(K) A register containing the names of all Players registered for each Club, with the date of registration, shall be kept by the Registrations 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 Playing Season only.

In the event of a Non Contract Player 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) A Player shall not be eligible to play for a Team in any special championship, promotion or relegation deciding Competition Match (as specified in Rule 22(A)) unless the Player has played 4 Competition Matches for that Team in the current Playing Season.

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

(M) This rule does not apply to this Competition

(N) (i) Subject to Rule 18(N)(ii), any Club found to have played an ineligible Player in a Competition match or matches where points are awarded shall have the points gained from that Competition match deducted from its record, up to a maximum of twelve (12) points, and have levied upon it a fine (£25.00 per player) in accordance with the Fines Tariff.

(ii) The Management Committee may vary the sanction as relates to the deduction of points set out at Rule 18(N)(i) only in circumstances where the ineligibility is due to the failure to obtain an International Transfer Certificate or where the ineligibility is related to the Player's status.

(iii) Where a Club is found to have played an ineligible player in accordance with Rule 18(N)(i) above, the Management Committee may also, at its discretion:

- (a) Award the points available in the Competition Match in question to the opponents, subject to the Competition Match not being ordered to be replayed;
- (b) Levy penalty points against the Club in default; or
- (c) Order that such match or matches be replayed (on such terms as are decided by the Management Committee).

(The following Clause applies to Competitions involving Players in full-time secondary education):-

- (O)(i) Priority shall be given at all times to school and school organisations activities. Failure to comply with this Rule shall result in a fine in accordance with the Fines Tariff.
- (ii) The availability of children shall be cleared with the head teachers (except for Sunday Competitions).
- (iii) A child under the age of fifteen (15) as at midnight on 31st August in a Playing Season, shall not be permitted to play in a Competition Match during that Playing Season where any other Player is older or younger than that child by two (2) years or more.
- (P) **If a Club wishes to cancel a Player's registration within the Competition, it must make a request via The FA's electronic player registration system giving the reasons for the request. The Competition may either approve or decline the request.**

If a Player's registration is cancelled he/she will not be eligible to play in the Competition for a period of [0] days from the date of cancellation.

CLUB COLOURS

19. Every Team must register the colour of its shirts and shorts with the Secretary by [30th June] who shall decide as to their suitability.

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

Shirts must all be numbered ~~differently~~, failing which a fine will be levied in accordance with the fines Tariff

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 goalkeeper jersey) at least 2 days before the Competition Match.

If, in the opinion of the referee, two Teams have the same or similar colours, the home 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.~~

PLAYING SEASON. CONDITIONS OF PLAY

TIMES OF KICK-OFF. POSTPONEMENTS. SUBSTITUTES

20. (A) All Competition Matches shall be played in accordance with the Laws of the Game as determined by the International Football Association Board or, for Mini-Soccer, and 9v9 football, the Rules as set down by The FA.

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 Competition 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 Matches on another ground.

Football Turf Pitches (3G) are allowed in this Competition provided 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 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).

Overhead netting is allowed for 5v5 and 7v7 mini soccer if the overhead netting height is at a minimum of 6m. No overhead netting is allowed for 9v9 and 11v11 affiliated matches.

Overhead wires used to support pitch divider netting are ideally removed for affiliated matches but if they cannot be removed then discretion is given to the match official to restart the match in accordance of the laws of the game.

All Competition Matches shall have a duration as set out below unless a shorter time is mutually arranged by the two Clubs in consultation with the referee prior to the commencement of the Competition Match, and in any event shall be of equal halves.

Competition Matches should be played in accordance with the Laws appropriate to the relevant age group, as laid down by The FA, as detailed below

Age Group	Minimum Duration of play per quarter (minutes) mini-soccer only	Minimum Duration of play per quarter (minutes) mini-soccer only	Minimum duration of play per half (minutes)	Maximum duration of play per half (minutes)	Maximum playing time in one day in all organised development fixtures (minutes)	Maximum playing time in one day in all tournaments and trophy events / festivals (minutes)	Competition structure
Under 7 and Under 8	5	10	10	20	40	60	Development focussed with a maximum of 3 trophy events per season over 2 week periods (6 weeks)
Under 9 and Under 10	10	12.5	20	25	60	90	Development focussed with a maximum of 3 trophy events per season over 4 week periods (12 weeks)
Under 11	N/A	N/A	20	30	80	120	Development focussed with a maximum of 3 trophy events per season over 6 week periods (18 weeks)
Under 12	N/A	N/A	20	30	80 (if applicable)	120	Any varieties including one season long league table
Under 13 and Under 14	N/A	N/A	25	35	100	150	Any varieties including one season long league table
Under 15 and Under 16	N/A	N/A	25	40	100	150	Any varieties including one season long league table
Under 17 and Under 18	N/A	N/A	25	45	120	180	Any varieties including one season long league table

Competition Matches for age groups from U7 to U10 can be played in either quarters or halves. This Competition uses *halves*.

For round robin/trophy events, the maximum duration of play per half cannot be exceeded, but the minimum duration of play per half may be adjusted.

For trophy events, the Competition may award mementos.

The times of kick-off shall be fixed at the Annual General Meeting, the earliest kick off is 9.30am and various times to suit.

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

The Home Team shall 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 shall result in a fine (£10.00) in accordance with the Fines Tariff.

(i) The Fixture Secretary shall circulate Original fixtures (Fixture Grids) a minimum of fourteen (14) days prior to the season start date.

The Fixture Secretary shall review annually, prior to issue of Fixture Grids, matches for any of the three (3) Sundays over Christmas and New Year period and the first Sunday of the Autumn, Spring and Whitsun Half-Terms. Matches shall not be scheduled for the Easter weekend, except when requested by Clubs to the Fixture Secretary in writing. On all other Sundays matches shall be allocated at the discretion of the Fixture Secretary.

(ii) Each Team shall be allowed one (1) free date (scheduled Cup games excepted) for any reason during the season. Ten (10) clear days notice shall be given to the Fixture Secretary in writing prior to the scheduled fixture date. Failing to give ten (10) clear days notice and the match not being played it shall be treated as an unfulfilled fixture and shall incur a fine (£15.00) in accordance with the Fines Tariff.

(iii) The Fixture Secretary shall give at least nine (9) clear days notice of a rearranged fixture(s) (Sunday/given Midweek dates).

(iv) The Competition shall be allowed to arrange the playing of two (2) separate matches in a day. In the Under 12's two (2) matches of forty (40) minutes (twenty (20) minutes each half). In the Under 13's to Under ~~16's~~–18's two (2) matches of fifty (50) minutes (twenty-five (25) minutes each half). Two (2) team sheets shall be submitted (one 1(1) for each match). The team sheets shall state they are double headers and numbered one (1) and two (2). The earliest scheduled fixture date between the two (2) Teams shall be the date on which the two (2) matches shall be played. Once the two (2) matches have been agreed notice shall be given by BOTH Clubs/Teams to the Fixture Secretary in writing. Failure to play either or both matches shall be treated under Rule 20(E) and shall incur a fine (£15.00) in accordance with the Fines Tariff.

(v) Midweek games shall be arranged by the Fixture Secretary where necessary on a "given date" basis (Saturdays included) giving a minimum of nine (9) clear days' notice. Midweek games can be arranged from the date(s) given by mutual agreement of both Teams and sanctioned by the Fixture Secretary, and given a minimum of ten (10) clear days notice of the midweek date given. Failure to play match shall be dealt with under Rule 20(E)(i) shall incur a fine (£15.00) in accordance with the fines tariff. The time of kick-off for midweek games shall be no earlier than 6-30pm, unless mutually agreed by both Teams.

(B) Except by permission of the Management Committee all Competition Matches shall be played on the dates originally fixed but priority shall be given to The FA and parent County Association Cup Competitions. All other matches shall be considered secondary. Clubs may mutually agree to bring forward a match with the consent of the Fixture Secretary. Failure to comply with this Rule shall result in a fine (£15.00) in accordance with the Fines Tariff.

In the case of a revised fixture date, the Clubs shall be given by the Competition five (9) clear days' notice of the match (unless otherwise mutually agreed).

(C) An Officer of the Home Club shall 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 four (4) clear days prior to the playing of the Competition match. If not so provided, the Away Club shall seek such details and report the circumstances to the Competition. If the home team changes the kick off time of a match after confirming a different kick off time originally, both teams must agree on this change, if not, then the kick off must revert to the original confirmed time.

Failure to comply with this Rule shall result in a fine (£10.00) in accordance with the Fines Tariff.

(D)The minimum number of Players that shall constitute a Team for a Competition Match is as follows:

FORMAT	MINIMUM NUMBER
5v5	4
7v7	5
9v9	6
11v11	7

Failure to comply with this Rule shall result in a fine (£10.00) in accordance with the Fines Tariff.

- (E)(i) In Competitions where points are awarded Home and Away matches shall be played. In the event of a Club failing to keep its engagement the Management Committee shall have the power to impose a fine (£15.00) in accordance with the Fines Tariff, deduct points from the defaulting Club, award the points from the Competition match in question to the opponents, order the defaulting Club to pay any reasonable expenses incurred by the opponents or otherwise deal with them except the award of goals. Notwithstanding the foregoing home and away provision, the Management Committee shall have power to order a competition match to be played on a neutral ground or on the opponent's Ground if they are satisfied that such action is warranted by the circumstances.
- (ii) Any Club unable to fulfil a fixture or where a Competition match has been postponed for any reason shall, without delay, give notice to the Fixture Secretary, the Competition Referees Appointments Secretary, the Secretary of the opposing Club and the Match Officials. Proof of receipt of postponement shall be received from the opposition. Failure to receive such, shall be deemed as the recipient not being aware of the postponement. In the case of the ground/playing conditions, just the Home Team shall complete and submit to the Fixture Secretary a postponement form, which shall be received within three (3) days of the postponement

Postponement forms shall be accepted due to:

- (a) Local Council pitches closed as a result of Council instruction except adverse weather conditions.
- (b) 10 Clear days' notice shall be given for School activities, Duke of Edinburgh Award Scheme, Cub/Scouts, other Charitable Organisation(s) recognised by the League, County Representative matches, provided this is accompanied by letter(s)/ e-mail(s) from the school(s), organisation(s) concerned, on headed paper /email and clearly naming the individuals involved no later than midnight the Wednesday before ~~after~~ the scheduled fixture to be postponed.

Insufficient registered players, illness, injuries, holidays or team Management shall not be accepted as a satisfactory reason for postponing matches except in exceptional circumstances.

Failure to comply with this Rule shall result in a fine (£10.00) in accordance with the Fines Tariff.

- (iii) In the event of a match not being played or abandoned owing to causes over which neither Club has control, it should 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 Fixtures Secretary within three (3) 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 the abandonment to stand.
- All abandonment's shall be reported to the Fixture Secretary by both Teams on the relevant form to be received within seventy-two (72) hours following the date of the match. It shall include the time of the abandonment, the reason and the score at the time.

Failure to comply with this Rule shall result in a fine (£10.00) in accordance with the Fines Tariff.

- (iii) 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 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 Competition 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.

(v) 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)(i) above. Where both Teams were under suspension the Competition match shall be declared null and void and shall not be replayed.

A Club may at its discretion and in accordance with the Laws of the Game use substitute Players in any Competition Match.

Where a Competition does not allow return substitutes:

For Under 17s and Under 18s – a Club may name up to [] (3, 4, 5, 6, 7) substitute Players of whom not more than [] (3, 4, 5, 6, 7) may be used.

Where a Competition does allow return substitutes:

For Under 11s - Under 18s – a Club may use up to 5 from 5 substitute Players. A Player who has been substituted becomes a substitute and may replace any Player at any time subject to the substitution being carried out in accordance with Law 3 of the Laws of Association Football.

For Mini-Soccer – any number of substitutions may be used at any time with the permission of the referee. Entry onto the field of play will only be allowed during a stoppage in play. A Player who has been replaced may return to play as a substitute for another Player. A Team must not have a match day squad greater than double the size of its team in an age group.

In Youth Football only, the referee shall be informed of the names of the substitute Players not later than 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 named as a substitute before the start of that Competition Match but does not actually play in the game shall not be considered to have been a Player in that Competition Match within the meaning of Rule 18 of this Competition.

- (F) The half time interval shall be of 5 minutes' duration, but it shall not exceed 15 minutes. The half time interval may only be altered with the consent of the referee.
- (G) The Teams taking part in Under 7s to Under 11 or **Youth Football shall identify a Team captain** who may wear an armband and shall have a responsibility to offer support in the management of the on-field discipline of his/her teammates. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

REPORTING RESULTS

21. (A) The Fixture Secretary shall receive within three (3) days of the date played, the result of each Competition Match by way of the Team sheet in the prescribed manner. This shall include the forename(s) and surname of the Team Players (in block letters) and also the Referees name and markings required by Rule 23, and all other details requested on the Team sheet. Failure to do so shall incur a fine (£10.00) in accordance with the Fines Tariff.
- (B) The home Team shall use telephone/SMS/ email/FA Full Time/FA Matchday as directed by the Competition to report the result of each match (League, Cup and external Competitions) to the Fixture Secretary by 6-30pm on the day of the match. In outside Sunday Competitions both Home & Away Teams shall telephone/SMS/email/notify the result of each match to the Fixtures Secretary. Clubs in default shall be fined £10.00) in accordance with the Fines Tariff.
- (C) The Team sheet, 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.

- (D) The Competition and Clubs are permitted to collect but NOT publish results or any grading tables for fixtures involving Under 7s, Under 8s, Under 9s, Under 10s, and Under 11s. Any Competition failing to abide by this Rule shall be dealt with by the Sanctioning Authority. The Competition and Clubs are permitted to collect and publish results for trophy events.

DETERMINING CHAMPIONSHIP

22. (A) In Competitions where points are awarded, Team rankings within the Competition shall be decided by points with three (3) points to be awarded for a win and one (1) point for a drawn Competition match. The Teams gaining the highest number of points in their respective Divisions at the end of the Playing Season shall be adjudged the winners. Competition matches shall not be played for double points.

In the event of two (2) or more Teams are equal on points Team rankings shall be determined by the number of points attained in their League matches against each other during the season. The Team with the most points being deemed to have the higher League position. Should this fail to determine the highest position, then the aggregate score against each other shall determine the highest position. If the aggregate score fails to determine the highest position then a single deciding match shall be played at a venue decided by the Management Committee. If at the end of normal time of this match the scores are level, the winners shall be determined by the taking of kicks from the penalty mark in accordance with International Board Procedures.

- (B) Automatic promotion and relegation shall be applied for the first two (2) and last two (2) Teams in each division.

Notwithstanding the above, to ensure an even balance of Teams in each Division, the Management Committee may promote or relegate additional Teams over and above that stipulated. The ethos of the League is to enable children to play within their own ability levels. Therefore teams will be promoted or relegated (with the Club consent) during the season up to the first school half term, if the Management Committee feel it warranted to do so.

- (C) In the event of a Team withdrawing from the Competition before completing 75% of its fixtures for the Playing Season all points obtained by or recorded against such defaulting Team shall be expunged from the Competition table. For the purposes of this Rule a completed fixture shall include any Competition match(es) which has been awarded by the Management Committee.

MATCH OFFICIALS

23. (A) Registered Referees (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 cases where there are no officially appointed Match Officials in attendance, the Clubs shall agree upon a referee. An 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 16 must not participate either as a referee or assistant referee in any open age competition and individuals under the age of 14 must not participate either as a referee or assistant referee in any Competition Match. Referees between the ages of 14 and 16 are only eligible to officiate in competitions where the Players' age band is at least one year younger than the age of the referee, for example a 15 year old referee may only officiate in competitions where the age banding is 14 or younger. Failure to not play the match due to not agreeing on a Referee will result in the match being treated as an unfulfilled fixture and will be awarded against the defaulting club. The Home team must appoint a Referee who must not be the Manager. Failure to do so will result in the match being awarded to the opposition. Failure to do so shall incur a fine (£20.00) in accordance with the Fines Tariff
- (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) being imposed on the defaulting Club.
- (D) The appointed referee shall have power to decide as to the fitness of the Ground in all Competition Matches and that decision shall be final, subject to the determination of the Local Authority or the owners of a 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 paid a match fee in accordance with the Fees Tariff inclusive of travel expenses.

Referee: Under 12 & 13 matches £30.00, Under 14,15,16 matches £35.00, Under 17,18 matches £40

When a double header is to be played Referees will be paid £25 per match. The fees are to be shared equally between both teams.

Match Officials will be paid their fees by the home Club before the Competition Match, unless otherwise ordered by the

Management Committee. 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 only. Where a Competition Match is not played owing to one Club being in default, that Club shall be ordered to pay the Match Officials, if they attend the Ground, their full fee. 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 the marks awarded shall be submitted to the Competition on the Team sheet provided. Clubs failing to comply with this Rule shall be liable to be fined (in accordance with the 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 FA/County FA.
- (J) For the under 17 and under 18 age groups both teams shall supply the Referee a team sheet, the template for which will be supplied by the competition listing the players' names and their corresponding shirt numbers and indicating starting subs The Referee shall submit a report form provided by the Competition to the League Secretary within two days of the Competition Match
- (K) Match Officials shall be supplied, each season, with a copy of the Competition Rules free of charge.
- (L) Not applicable to this Competition

RULES FOR CUP COMPETITIONS

LEAGUE CUP(S), MAYORS CUP, JUNE ROWLAND MEMORIAL REFEREES CUP, MEMORIAL CUP(S)

1. (a)(i) These Cup Competitions are subsidiary to the Wycombe & South Bucks Minor Football League and shall be confined to Clubs who are Members of the League.

(ii) The League Cup, Mayors Cup, Referees Cup and Memorial Cup Competitions and any arranged matches for the aforementioned Competitions shall take PRIORITY over any Invitation Cups outside our Competition.
 - (b)(i) The administration of the Cup Competitions shall be vested in the League Management Committee who shall have powers to deal with any matters for which no specific provision is made in these Cup Competition Rules.

(ii) In the event of additional knock-out Cup Competitions being organised within the Wycombe & South Bucks Minor League, each Team in membership shall, by age group or specified Divisions, be automatically entered, whether there is a fee or not, unless a request is made in writing not to enter. The Management Committee shall have the power to alter the format of these additional cup Competitions if the number competing so justifies.
2. (a) All matches shall be played in accordance with the Rules of the League in so far as they are relevant.

(b) All matches shall be played on a knockout one (1) leg basis throughout the Competitions including the Final.

(c) In the event of the scores being level at full time the winners shall be decided by the taking of kicks from the penalty mark in accordance with the International Board Procedures contained within the Laws of the Game.

(d) All matches shall be played to a conclusion and except where the Referee so decides, the failure to finish a match to a conclusion shall result in both Teams being removed from the Competition and subject to a fine (not exceeding £25.00) in accordance with the Fines Tariff.

(e) In the event of any match being postponed or abandoned, the match shall be re-scheduled fourteen (14) days later. Any subsequent postponements shall be rescheduled seven (7) days later unless it is beneficial to the Competition until the match is concluded.

(f) Any player registered with a Team shall be eligible to compete in any round of a League Cup, Referees' Cup, Mayor's Cup or Dick Hopkins Memorial Cup Competition into which that Team has been entered. A player not registered with his Club by midnight four (4) weeks prior, shall not be eligible to compete in a semi-final or final match, subject to transfer and registration deadline, Rule 18(I).

- 3 (a) Any player registered with a Team in the Wycombe & South Bucks Minor League shall be eligible to compete in any round of these subsidiary Cup Competitions into which that Team has entered.

(b) No player shall play for more than one (1) Team in these Competitions, irrespective of age group. Once a player has played for any Team in any Wycombe & South Bucks Minor League subsidiary Cup, he shall remain registered to that Team for the remainder of the season in that particular Cup Competition in all age groups.

(c) A Team playing a player who has not been registered or is otherwise ineligible, shall incur a fine (not exceeding £25.00 per player) in accordance with the Fines Tariff and shall be removed from the Competition.
- 4 A Team may at its discretion and in accordance with League Rule 20(E) use five (5) substitutes who may be selected from five (5) players.
- 5 League Cup. The Entry Fee for this Competition is included in the League Annual Subscription. This shall be competed for at each age group of the Wycombe & South Bucks Minor Football League. Teams from First Division and Second Division Clubs shall be exempt until the last thirty-two (32) Teams.
- 6 Mayor's Cup. The Entry Fee for this Competition is included in the League Annual Subscription. The Mayor's Cup shall be competed for by Teams in the Under 12 age group.
- 7 June Rowland Memorial Cup. The Entry Fee for this Competition is included in the League Annual Subscription. Division Two Teams shall enter at the last sixteen (16) stage. The ~~Referee's~~ June Rowland Memorial Cup shall be competed for by Teams in the Under 15 age group. First Division Clubs shall NOT qualify for this Competition. Division Two Teams shall enter at the last sixteen (16) Team's stage.
- 8 Dick Hopkins Memorial Cup. The Entry Fee for this Competition is included in the League Annual Subscription. The Dick Hopkins Memorial Cup shall be competed for by Teams in the Under – 13 age group. First Division Clubs shall NOT qualify for this Competition. Division Two Teams shall enter at the last sixteen (16) Team's stage.
- 9 Under 16 Memorial Cup. The Entry Fee for this Competition is included in the League Annual Subscription. The Memorial Cup shall be competed for by Teams in the Under – 16 age group. First Division Clubs shall NOT qualify for this Competition. Division Two Teams shall enter at the last sixteen (16) Team's stage.
- 10 Under 17 Memorial Cup. The Entry Fee for this Competition is included in the League Annual Subscription. The Memorial Cup shall be competed for by Teams in the Under – 17 age group. First Division Clubs shall NOT qualify for this Competition. Division Two Teams shall enter at the last sixteen (16) Team's stage.
- 11 When conducting the draw for these subsidiary Cups, the first drawn of each pair shall be considered as the HOME Team inclusive of the Semi-Finals.
- 12 Match Officials appointed shall be entitled to charge match fees as in League Rule 23 (E) and shall be shared equally between the Home and Away Teams. The Home Team shall be responsible for payments to Officials. Failure to do so shall incur a fine (not exceeding £10.00) in accordance with the Fines Tariff.
- 13 (a) The Management Committee shall present a total of sixteen (16) medals, plaques or other suitable mementoes to the players of the Winners and Runners-Up in the Cup Competitions organised by the League.
(b) Only players (or named substitutes) who played in the Final match shall be entitled to an award.

(c) A player sent off in the Final match shall have his medal withheld and it shall be the responsibility of his Club to appeal to the League Management Committee for it to be awarded.
- 14 Teams contesting the Semi-Final shall submit to the Registration Secretary, a list of players from whom their Team shall be selected, together with the Team colours by no later than seven (7) days prior to the match. Teams contesting a Final shall submit details fourteen (14) days prior to the match.

REPRESENTATIVE GAMES

(1) All players shall only be eligible to play in the age group in which they are registered to play.

A maximum of eighteen (18) shall be selected for each Representative Team. Additional players may be added with the permission of the Management Committee.

FEES TARIFF

RULE NUMBER	DESCRIPTION	FEE
4 (A)	ENTRY FEE	£25.00
4 (B)	ANNUAL SUBSCRIPTION	£55.00
4 (C)	DEPOSIT	£15.00
7 (C)	PROTEST FEES	£10.00
7(A)(ii)	APPEAL FEE	£25.00
23 (E)	REFEREE FEES	U12,U13 = £30, U14, U15, U16 = £35, 17,18 = £40
23 (F)	REFEREES FEES FOR MATCH NOT PLAYED DUE TO NO FAULT BY EITHER TEAM.	Half fee payable as per 23(E)
CUP RULE 5	MAYORS CUP ENTRY FEE	£10.00
CUP RULE 6	REFEREES CUP ENTRY FEE	£10.00

FINES TARIFF

RULE NUMBER	DESCRIPTION	FINE
2 (G)	FAILURE TO AFFILIATE	£0.00
2 (I)	FAILURE TO COMPLY WITH FA INITIATIVES	£0.00
2 (K)	UNAUTHORISED ENTRY OF TEAMS INTO COMPETITIONS	£25.00
3	FAILURE TO ADVISE LEAGUE OF CLUB NAME CHANGE	£0.00
4 (E)	FAILURE TO PROVIDE AFFILIATION NUMBER/DETAILS FORM	£10.00
5 (E)	COMMUNICATIONS CONDUCTED BY PERSONS OTHER THAN NOMINATED OFFICERS	£0.00
6 (H)	FAILURE TO COMPLY WITH AN INSTRUCTION OF THE MANAGEMENT COMMITTEE	£25.00
6 (I)	FAILURE TO PAY A FINE WITHIN 14 DAYS OF NOTICE	Up to £50.00
6 (M)	FAILURE TO ATTEND A MEETING OF CLUBS	Up to £25.00
8 (H)	FAILURE TO BE REPRESENTED AT AGM	£25.00
9	FAILURE TO BE REPRESENTED AT A SPECIAL GENERAL MEETING	£25.00
10	FAILURE TO SUBMIT THE REQUIRED WRITTEN AGREEMENT OR TO NOTIFY CHANGES TO SIGNATORIES	£0.00
11 (B)	FAILURE TO COMMENCE OR COMPLETE FIXTURES	£25.00
13 (A)	FAILURE TO SUBMIT THE REQUIRED WRITTEN AGREEMENT REGARDING THE TROPHY	£10.00
13 (B)	FAILURE TO RETURN TROPHY BY FIRST TUESDAY IN MARCH	£10.00
13 (C) (i)	FAILURE TO RETURN TROPHY WEEKLY RATE	£10.00 per week
13 (D)	FAILURE TO RETURN TROPHY ON WITHDRAWING FROM LEAGUE	£15.00
16 (A) & (B)	FAILURE TO HAVE THE REQUIRED INSURANCE	£25.00
18 (A)(i)(iii)	FAILURE TO CORRECTLY REGISTER A PLAYER	£0.00
18 (A) (ii)	FAILURE TO SHOW SQUAD LIST AT A MATCH	£10.00
18 (B)(iii)	FAILURE TO HAVE THE REQUIRED NUMBER OF REGISTERED PLAYERS PRIOR TO THE SEASON COMMENCING	£25.00
18 (F)	SIGNING OR PLAYING FOR MULTIPLE CLUBS, OR INACCURATE COMPLETION OF A REGISTRATION FORM	£0.00

18(F)(i)(ii)(iii) 18(L) 18(N)(i)	PLAYING AN INELIGIBLE PLAYER	£25.00 per player
18 (G) (ii)	REGISTRATION IRREGULARITIES	£0.00
18 (O)(i)	FAILURE TO GIVE PRIORITY TO SCHOOL ACTIVITIES	£0.00
19	DELAYING KICK OFF/NO NETS/ NO CORNER FLAGS/COLOUR CLASH	£10.00
19	FAILURE TO NUMBER SHIRTS	£0.00
20 (A)	FAILURE TO PROVIDE, BALLS/ GOALS/NETS/ CORNER FLAGS	£10.00
20 (A) (ii) & (iv) 20 (E) (i)	FAILURE TO PLAY FIXTURE	£15.00
20 (B)	FAILURE TO PLAY MATCHES ON THE DATE FIXED	£15.00
20 (C)	FAILURE TO PROVIDE DETAILS OF A FIXTURE OR SEEK CONFIRMATION	£10.00
20 (D)	FAILURE TO HAVE MINIMUM NUMBER OF PLAYERS THAT SHALL CONSTITUTE A TEAM	£10.00
20 (E) (ii)	FAILURE TO NOTIFY FIXTURE SECRETARY, REFEREES APPOINTMENTS SECRETARY, OPPOSING CLUB SECRETARY AND MATCH OFFICIALS OF POSTPONEMENT	£10.00
20 (E) (ii)	FAILURE TO SUBMIT A POSTPONEMENT FORM	£10.00
20(E) (iii)	FAILURE TO PROVIDE ABANDONEMENT FORM	£10.00
20 (G)	NO CAPTAIN'S ARMBAND	£0.00
21 (A) & 21 (C)	LATE TEAM SHEET	£10.00
21 (B)	FAILURE TO PROVIDE RESULT BY 6.30pm	£10.00
21 (B)	FAILURE TO NOTIFY "OTHER" FIXTURE RESULTS TO FIXTURE SECRETARY	£10.00
23	FAILURE TO SUBMIT FIRST AID DETAILS TO THE SECRETARY	£10.00
23 (B)	FAILURE TO AGREE A REFEREE	£20.00
23 (C)	FAILURE TO PROVIDE CLUB ASSISTANT REFEREE	£5.00
23 (E)	FAILURE TO PAY MATCH OFFICIALS' FEES	£10.00
23 (F)	FAILURE TO PAY MATCH OFFICIALS WHERE A MATCH IS NOT PLAYED	£10.00
23 (H)	FAILURE TO PROVIDE REFEREE'S MARK ON THE TEAM SHEET	£10.00
23 (J)	FAILURE TO PROVIDE TEAM SHEET TO REFEREE	£10
CUP RULE 2 (D)	FAILURE TO COMPLETE A MATCH	Up to £25.00
CUP RULE 3 (C)	PLAYING AN INELIGIBLE PLAYER	£25.00 per player
CUP RULE 12	FAILURE TO SHARE COST OF REFEREES MATCH FEES	£10.00

CHILD PROTECTION

1. Any act, statement, conduct or other matter which harms a child or children, or poses or may pose a risk of harm to a child or children, shall constitute behaviour which is improper and brings the game into disrepute.
2. In these Regulations the expression "Offence" shall mean any one or more of the offences contained in Schedule 1 to the Children and Young Persons Act 1933 and any other criminal offence which reasonably causes The Association to believe that the person accused of the offence poses or may pose a risk of harm to a child or children.
3. Upon receipt by The Association of:
 - 3.1 notification that an individual has been charged with an Offence; or
 - 3.2 notification that an individual is the subject of an investigation by the Police, Social Services or any other authority relating to an Offence; or

- 3.3 any other information which causes The Association reasonably to believe that a person poses or may pose a risk of harm to a child or children then The Association shall have the power to order that the individual be suspended from all or any specific football activity for such period and on such terms and conditions as it thinks fit.
4. In reaching its determination as to whether an order under Regulation 3 should be made The Association shall give consideration, inter alia, to the following factors:
- 4.1 whether a child is or children are or may be at risk of harm;
- 4.2 whether the matters are of a serious nature;
- 4.3 whether an order is necessary or desirable to allow the conduct of any investigation by The Association or any other authority or body to proceed unimpeded.
5. The period of an order referred to in 3 above shall not be capable of lasting beyond the date upon which any charge under The Rules of The Association or any Offence is decided or brought to an end.
6. Where an order is imposed on an individual under Regulation 3 above, The Association shall bring and conclude any proceedings under the Rules of The Association against the person relating to the matters as soon as reasonably practicable.
7. Where a person is convicted, or is made the subject of a caution in respect of an Offence, that shall constitute a breach of the Rules of The Association and The Association shall have the power to order the suspension of the person from all or any specific football activity for such a period (including indefinitely) and on such terms and conditions as it thinks fit.
8. For the purposes of these Regulations, The Association shall act through its Council or any Committee or Sub-Committee thereof, including the Board.
9. Notification in writing of an order referred to above shall be given to the person concerned and/or any Club with which he is association as soon as reasonably practicable.
10. The applicable standard of proof shall be the civil standard, of the balance of probability. The more serious the allegation taking into account the nature of the misconduct alleged and the context of the case the greater the burden of evidence required to find the matter proved. Save that for charges pursuant to The Football Association's Child Protection Policy, where the welfare and protection of children shall be paramount and the test shall be whether more likely than not.