

THE LES PHILLIPS CHALLENGE CUP

Competition Rules

LES PHILLIPS CHALLENGE CUP COMPETITION RULES

1. CONTROL OF COMPETITION - RULES AND REGULATIONS

- (a) The ownership, organisation, control and management of the Competition and any rights associated with it of any nature shall be vested entirely and exclusively in the Board of Directors of the Western Football League Limited (“the League”).
- (b) The League shall have power to make, delete and amend regulations for the organisation, control and management of the Les Phillips Cup Competition (“the Competition”) as it, from time to time, deems expedient (the “Competition Rules”).
- (c) All Participants participating in any way in the Competition shall be bound by and comply with the Competition Rules (and any rules or regulations issued pursuant to the Competition Rules).
- (d) The League shall have the power to appoint a Committee (“Les Phillips Cup Committee”). If appointed the Les Phillips Cup Committee shall have the power to exercise all powers of the League in relation to the Competition and to make decisions on all matters arising out of or in relation to the organisation, control and management of the Competition (including eligibility and qualification) which shall be deemed decisions of the League and shall be final and binding on all participants in the Competition. In relation to these and any other matters not specifically mentioned in the Competition Rules, the Les Phillips Cup Committee shall, if appointed, on behalf of the League have the power to take such action and make such decisions, orders, rulings and impose such penalties as it deems necessary and following such procedures as it considers appropriate and such shall be final and binding on all Participants. In considering such matters, the League shall not be bound by any enactment or Rule of Law relating to the admissibility of evidence in proceeding before a Court of Law.
- (e) A Club participating in the Competition shall have only such rights in relation to the Competition (and any match in the Competition) as are expressly granted to the Club under the Competition Rules or by the League in writing.
- (f) In addition to any other action or penalty, the League shall have the power to disqualify any competing Club, or Player for any competing Club(s), which it determines to have breached the Rules of the Western Football League or the Competition Rules (and any rules or regulations issued pursuant to the Competition Rules), and the decision of the League shall be final and binding.

2. CONTROL OF COMPETITION - COMMERCIAL CONTRACTS

- (a) In relation to each match in the Competition, the League shall itself be exclusively entitled to, or otherwise to authorise or grant to others, rights of access to and attendance at the ground of the Home Club (“Access Rights”) for the purposes of transmitting or filming or otherwise recording on or by any media, any audio and/or visual materials depicting or describing all or any part or parts of a match (the “Copyright Materials”).
- (b) The Clubs acknowledge that the League may issue more detailed rules and regulations regarding the provisions of the Commercial Contracts (including, but not limited to in relation to, broadcasting, perimeter League advertising, interview backdrops, centre circle banners, side of goal mats, substitute/added time Boards, tickets and match programmes) and the Clubs agree that they shall be bound by such rules and regulations as amended from time to time by the League.

- (c) Each Club undertakes to indemnify and keep indemnified the League and its officers, directors, employees and authorised representatives from and against any claims for direct or consequential loss or damage by any party to a Commercial Contract caused or otherwise attributable to any failure or any breach by the Club fully to perform or observe its obligations and responsibilities under these provisions.
- (d) Nothing in the above shall be construed or interpreted so as to prevent or restrict Clubs, subject to applicable FIFA, UEFA, FA or other rules or regulations or decisions of The League, from entering into commercial arrangements in relation to matches in the Competition which do not in any way conflict with the Commercial Contracts and duties of Clubs as set out herein (and in any other rules or regulations issued by the League in accordance with this paragraph).

3. NAME OF THE COMPETITION

- (a) The Competition shall be called 'The Les Phillips Cup' (the "Official Title").
- (b) Each Club shall include the Official Title at least once on all (if any) materials produced by or on behalf of it which relate to the Competition (including, but not limited to, tickets, programmes, press releases and (where possible) score board displays) and (where possible) shall refer to the Official Title at least once over (any) public address system operating on the day of each Les Phillips Cup match.

4. ELIGIBLE CLUBS

- (a) Participation in the Competition shall be compulsory to those clubs in current membership of the Western Football League except as detailed in 4b and 4d.
- (b) The League may bar any Club from participating in the Competition at its entire discretion.
- (c) If a Club is removed from the League, once it has been accepted into the Competition, the League has the power to remove the Club from the Competition.
- (d) If any Club at any time during the course of the Competition becomes subject to any of the following insolvency events:
 - I. a manager, receiver or administrative receiver appointed in respect of that Club or any part of its undertaking or assets;
 - II. an administration order made in respect of that Club;
 - III. a winding up order made in respect of that Club; or
 - IV. Entering into any arrangement with its creditors or some part of them in respect of the payment of its debts or part of them as a company voluntary arrangement under the Insolvency Act 1986 or Scheme of Arrangement under the Companies Act 1985 that Club must notify the League immediately in writing. The League will (at its absolute discretion) then decide whether to accept the application and/or allow that Club to continue to compete in the Competition.

5. PROVISIONS FOR WITHDRAWING FROM THE COMPETITION

No club may voluntarily withdraw from the Competition.

6. **DRAWS FOR ROUNDS AND KICK OFF TIMES**

- (a) The Clubs competing in each Round of the Competition shall be drawn in couples. The winners will compete in the next Round, the ties of which will be drawn in the same manner. This shall be continued until the Final of the Competition. The couples shall play a match subject to the Laws of the Game.
- (b) In the event that a Preliminary Round is necessary, the total number of teams needed to compete in this round shall be calculated and divided equally between teams finishing the previous league season in the bottom positions of the league in both the Premier Division and First Division. Any team joining the League at the commencement of the season shall be included in this round and the number of existing teams required reduced accordingly. In the event that an odd number of teams are required then the extra number shall be taken from the First Division.
- (c) After the draw for each Round is made, notice shall be given to each Club of the name of its opponent Club, and the date by which such match shall be played. All matches in each Round shall be played by such date as the League shall determine.
- (d) With the exception of the Final Tie, all matches shall be played midweek at 7.45 pm (unless a Club notifies the Competition Secretary in writing before the commencement of each Playing Season to state that it wishes all its home midweek matches to kick off at 7.30pm).
- (e) Notwithstanding (6d) above, the league shall have the right to schedule a match to be played on a Saturday as it sees fit. Any late kick-off shall be reported by the Referee to the League and the League shall have power to impose a fine.

7. **VENUE FOR MATCHES**

- (a) The venue for each Match (save for the Final which will be played at a venue selected by the League) will be that of the first named Club unless the consent of the League has been obtained to any change of venue.
- (b) Should a Club that has been drawn first not be able to host the game at their normal home ground on the scheduled date and kick-off time then the game may be played on the ground of their opponents.
- (c) No monetary or other consideration shall be asked for, offered or paid in connection with negotiations for a change of venue.
- (d) A match shall not be played on a neutral ground without the consent of the League.
- (e) In any event, the League shall have the power to order that any match be played on an alternative ground or date if it is considered appropriate and necessary. For ties switched from the ground of the first Club drawn, the League shall determine the financial conditions in which the tie shall be played.

8. **DURATION OF MATCHES**

- (a) The duration of each match shall be 90 minutes. In all rounds of the competition except the final tie (8d), if the match is drawn after 90 minutes, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the procedure adopted by The International Football Association.
- (b) The Referee shall allow for time wasted or lost through accident or other cause. The Referee is the sole judge of allowance of time whether lost through accident or other cause and his decision on this matter is not subject to appeal.
- (c) The half time interval in all matches shall be fifteen minutes.
- (d) In the final tie if the match is drawn after 90 minutes, an extra 30 minutes shall be played and 15 minutes shall be played in each half. If the score is still level at the end of extra-time, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the procedure adopted by The International Football Association.
- (e) In the final tie both teams shall enter the field of play together fifteen minutes prior to the kick-off time, along with the Match Officials.

9. **REPORTING RESULTS**

- (a) Each Club shall send the result of the match, with the names of their players competing and goal scorers, together with the marking of the Referee's performance to be received at the appropriate authorities within three days of the match.
- (b) Each club shall: Within fifteen minutes of the conclusion of the match submit the result to the league by whatever method has been instructed by the competition.

10. **FACILITIES AND EQUIPMENT**

The current applicable Standardised Rules and Ground Grading requirements shall apply in the competition.

11. **CLUB COLOURS**

- (a) Where the Colours (shirts, shorts or stockings) of the two competing Clubs are similar (as determined by the League), the Away Club must change. In the Final Tie a toss of a coin shall determine the choice of colours if a clash occurs. The toss of coin shall be made by a representative of the League and shall be witnessed by the representatives of the Finalists with the toss taking place at a suitable location as soon as possible after the Semi-Final.
- (b) In the event of the Clubs not agreeing upon the colours to be worn, the League shall decide. Goalkeepers must wear colours which distinguish them from all other players, and the Match Officials.
- (c) Clubs' colours must not clash with the black and white outfit worn by the Match Officials.
- (d) Players' shirts shall be clearly numbered on the back in accordance with the Official Team Sheet. No change of numbers during the match shall be allowed except on a change of Goalkeeper or where a player has been required by the Referee to change his shirt because of a blood injury. The Captain of each team shall wear a distinguishing armband to indicate his status.
- (e) Advertising may be worn on players' clothing in accordance with the Rules of The Football Association.

12. **PROVISIONS CONCERNING PLAYERS**

- (a) Each team participating in a match shall represent the full available strength of each competing Club.
- I. Each Club shall provide a list of names of players taking part in the game (including the names of the substitutes) to the Referee and a representative of their opponents in the presence of the Referee at least 45 minutes in matches prior to the Final, and 60 minutes in the Final, before the time of kick-off (the "Official Team Sheet"). Any Club failing to do so will be liable to be fined by the League a sum not exceeding £100.
 - II. Should any nominated player or substitute sustain an injury after the submission of the "Official Team Sheet" to the Referee and before kick-off, he may be replaced, provided the Referee and opponents are informed before the commencement of the match.
- (b) A maximum of three substitutes may be used, from a maximum five nominated. A Club may at its discretion use any or all three substitute players at any time in a match. Substitution can only be made when play is stopped for any reason and the Referee has given permission. Prior to the substitution being made the Club must identify to the Match Officials the number of the player out and the player in, in accordance with the Official Team Sheet.
- (c) All players shall be qualified as players according to the Rules of The Western Football League.
- (d) A player shall not play for more than one Club in the Competition in the same season.
- (e) All players must have been eligible to play in the original tie in order to play in a replayed or postponed match; however a player who has been suspended according to the disciplinary procedures under the Rules of the League may play in a postponed or replayed match after the term of his suspension has expired.
- (f) A substitute who does not play in a match is entitled to play for another Club in the Competition in the same season.
- (g) In all Rounds of the Competition a player shall be a "registered player" of his Club under the Rules of the Competition.
- I. A "registered player" is one who is, whether or not under written contract, registered with the Western Football League in the current season. Any such registration must have been received and accepted by The League at least four hours before the scheduled kick-off time. In order to be eligible to play in the semi-final and final a player must have been correctly registered before 5.00pm on the fourth Thursday in March of the applicable season.
 - II. An International Transfer Certificate for Players coming from overseas associations (including Wales, Scotland, Northern Ireland and the Republic of Ireland) takes precedence over a Player's registration. Therefore, this is also required at least four hours before scheduled kick-off time for the Player's registration to be valid.

(h) Temporary (loan) Transfers

- I. A player on a temporary (loan) transfer is ineligible to compete in the Les Phillips Cup Competition unless permission to do so is given by the lending Club in writing and a copy is received by the League at least four hours before scheduled kick-off time. A registered Trainee or a player who is registered on a Scholarship for work experience may play in the Competition.
- II. A player recalled, at any time prior to the date of the Round, to his original Club from temporary (loan) transfer, in accordance with the terms of the loan agreement, may represent his original Club. Such player may only play in postponed and replayed matches if he had been recalled to play in the first match in accordance with subparagraph (i) above and (iii) below as applicable.
- III. A player on temporary (loan) transfer is eligible to compete if transferred by the lending Club to the loaning Club after the date and time for player qualification for a Round.

13. **PROGRAMME**

A Programme must be produced for spectators with details of both teams.

14. **TEAM BENCHES**

- (a) In all Rounds of the Competition, the number of Clubs players and Officials seated on the team benches, in the designated technical area, must not exceed 8 unless the team bench facility provides more than 8 individual seats.
- (b) Only one person has the authority to convey tactical instructions to the players during the match. This person shall be the Team Manager or the Team Coach. He is allowed to move to the edge of the technical area to issue instructions to his team but then must return to his position on the bench immediately after giving these instructions.
- (c) All Team Officials and substitutes seated on the bench shall be listed on the Official Team Sheet when it is submitted to the Match Officials. Only those persons listed on the Official Team Sheet shall be permitted in the technical area.
- (d) The occupants of the technical area must behave in a responsible manner at all times. Misconduct by occupants of this area will be reported by the Referee to The League, who shall have the power to impose sanctions as deemed fit.
- (e) With the exception of the Team Manager, the Team Coach and any substitutes who are warming up or warming down, all other personnel are to remain seated on the team bench. The Team Manager or Team Coach is allowed to move to the edge of the technical area to issue instructions to his team, but must then return to his position on the team bench.
- (f) In the Final, Clubs will be advised by the League of the number of technical staff and substitutes who may occupy the team benches and a list of the permitted number of authorised personnel must be provided by each Club to the Referee at least one hour before kick-off.

15. **PROVISIONS CONCERNING MATCH OFFICIALS**

- (a) Match Officials shall be appointed by the appropriate authority. Neither past nor present members of either of the contending Clubs shall be eligible.
- (b) The League reserves the right to appoint a Reserve Official to officiate in the event of an appointed Match Official failing to arrive or being incapacitated.
- (c) In the event of any of the Match Officials failing to arrive or being incapacitated, the two Clubs shall agree to a substitute.
- (d) The Home Club must notify the Match Officials of the precise details of the match. This is to include the location of the ground, kick-off time and other necessary details. Such information must be sent to be received by the Match Officials not later than five days prior to the match who must acknowledge receipt.
 - I. Match Officials shall acknowledge acceptance of appointments for all matches in the Competition to the appointing body.
 - II. The duties of the Match Officials shall be as defined in the Laws of the Game.
 - III. Each Club shall submit the fully completed copy of the appropriate match result forms by first class post to the Appointing Authority and the Competition in an envelope showing a post mark within 3 days of the match. When a Club considers that the Referee has discharged his duties incompetently and awards a mark of 60 or less, a detailed report must be sent to the Appointing Authority within three days of the match by first class post. Clubs in default of any provision of the Rule will be subject to a fine for each offence in accordance with the Fines Tariff.

16. **MATCH OFFICIALS EXPENSES & FEES**

- (a) The fees and expenses of all Match Officials appointed by the League to officiate in any match prior to the Final shall be paid by the Club upon whose ground the match takes place unless otherwise instructed by the League.
- (b) In all Rounds of the Competition, for ties involving at least one Premier Division club the scale of fees to be paid to Match Officials shall be the current Contributory League rate. For ties involving First Division clubs only the scale of fees to be paid to Match Officials shall be the current fixed rate as set by the league.
- (c) In the event of the League giving permission for a pitch inspection prior to a match, by a Match Official other than the Match Referee, such Match Official shall be entitled to expenses only for local clubs, but expenses plus half the match fee if not local. The Home Club will pay any expenses.
- (d) Match Officials are entitled to their travelling expenses, if incurred, and half their fees if the match to which they were appointed is not played. For ties involving First Division clubs only Match Officials are entitled to two-thirds of their fixed fee.

17. **ADMISSION TO MATCHES - SALE OF TICKETS**

- (a) All persons must be charged admission to the ground, except for those with approved complimentary passes.
 - I. In all Rounds of the Competition, both competing clubs shall be entitled to 6 complimentary passes each.
 - II. Complimentary passes issued by the Home Club in excess of the above must be accounted for at the price at which they would have otherwise been sold.
 - III. A complimentary pass is a pass that allows admittance to any area of the stadium to attend a match for no consideration where a charge would otherwise be made by the Home Club.
 - IV. In addition to the allowance of complimentary tickets set out at Competition Rule 17(a)(i) and (ii) complimentary passes may be issued for the sole use of the following: Press; Official representatives of the governing and legislative bodies of Football; Disabled and helpers (except where the Home Club's policy is to charge).
- (b) Immediately after the draw is known, the two Clubs concerned must mutually agree the prices of admission subject to the following conditions:
 - I. The minimum admission (except to children and senior citizens) to matches shall be: £4.00
 - II. A higher admission charge may be mutually agreed between the Clubs concerned.
 - III. The price of admission for children and senior citizens must be mutually agreed between the Clubs concerned.
- (c) Immediately after half time but before the conclusion of the match, the Home Club must declare and provide in writing to the Visiting Club a statement of the total admission and gross gate receipts.
- (d) The Visiting Club shall have the right to check the sale of tickets.
- (e) The Visiting Club is entitled to have access to and copies of all documentation (see Competition rule 26) maintained by the Home Club for the reconciliation of the match receipts. A request to be made by the Visiting Club in writing and copied to The League. The documentation is to be provided within fourteen days of the date of the request.
- (f) The League is entitled to have access to and copies of all documentation (see Competition Rule 26) maintained by the Home Club for the reconciliation of match receipts and expenses.

16. **PROCEEDS OF MATCHES PRIOR TO THE FINAL**

- (a) The net gate receipts due from a match (except replayed matches in consequence of a breach of the Rules) shall be the total ticket sales for the match (less VAT where charged), the travelling expenses of the Visiting Club, the fees and expenses of the Match Officials, and other match expenses allowed under the Competition Rules (which include costs relating to gate attendants, turnstile operators, stewards, police charges, floodlighting in accordance with the Competition Rules, contributions to the costs of First Aid Helpers, and any costs relating to clearing the ground of snow and water provided the Visiting Club is consulted beforehand on the approximate costs). The League shall have the power from time to time to issue instructions as to what shall and shall not be allowed as a match expense.
- (b) In all matches prior to the Final, the net gate receipts of each match shall be divided equally between the competing Clubs.

- (c) A full statement of account for the match shall be prepared by the Club playing at its home ground, on the prescribed Statement of Receipts and Payments Form, and payment shall be made in full to the Visiting Club within 14 days of the match. A copy of the Statement of Receipts and Payments Form must be forwarded to the League at the same time. The Statement of Receipts and Payments Form must be signed by a Director or Football Secretary of the Home Club. A Club failing to comply with this clause may be ordered to pay a fine and any other punishment, including non-admission in the future to the Competition, may be imposed as determined by the League.
- (d) Any Club failing to comply with these provisions may at the discretion of the League:
 - I. be ordered to pay daily interest on the money due calculated at 5% per annum over Barclays Bank Base Rate in force for the time being from the due date to the actual date of payment, and/or;
 - II. be removed from the Competition for the current and/or future seasons and any other order as is deemed appropriate until such time as the money has been paid.
- (e) A Club that alleges that it has been financially disadvantaged by another Club failing to meet its financial obligations under these Rules must bring the circumstances to the attention of the League in writing.
- (f) When a match is postponed through causes over which neither Club has any control, the expenses shall be paid out of the receipts of the match, when played.
- (g) In any match ordered to be replayed in consequence of a breach of the Competition Rules, the Club in default shall not receive any share of the proceeds of such replayed match (except the approved travelling costs in accordance with Competition Rule 24) without the consent of the League, and the consent shall only be given under special circumstances. If consent is not given, any such share shall be remitted to The League.
- (h) A Club may at its own expense erect temporary stands and take the proceeds in cases where the opposing Club declines to join in the expense of the erection. A temporary stand becomes a permanent one if used after the match for which it was erected.
- (i) In cases where the gate receipts are not sufficient to cover the entire expenses of the match, the deficit shall be shared by the two competing Clubs.
- (j) The Home Club must maintain proper accounting systems and documentation (see Competition Rule 26) for the control and recording of match receipts. A clear audit trail must be available from the documentation to the entries recorded on the Statement of Receipts and Payments Form.

17 TRAVELLING EXPENSES

- (a) In all Rounds, match expenses shall include travelling expenses, actually incurred, which must not exceed 60p per coach mile. If private cars are used, then the expenses which can be claimed will be for a maximum of five cars at 34p per mile.
- (b) The travelling expenses for the Visiting Club are to be calculated on a direct route from the Club's Headquarters, the total mileage must be agreed between both Clubs prior to the match and confirmed in writing.
- (c) When travelling by rail, the cost of 18 standard class fares at the cheapest available rate may be claimed.

18 OTHER EXPENSES

(a) Gatemens, stewards and turnstile operators

- I. The gross cost plus employer's national insurance in employing gatemens, stewards and turnstile operators for the match may be deducted from match receipts. Where the actual gross and employers' national insurance is not known at the date by which the Statement of Receipts and Payments must be submitted then a reasonable estimate should be included as a deduction.
- II. Where a club contracts gatemens, stewards and turnstile operators the charge to the club (net of VAT) is to be deducted.

(b) Police charges

- I. The cost (net of VAT) of policing the match may be deducted. Where the actual cost of policing is not known at the date by which the Statement of Receipts and Payments Form must be submitted a reasonable estimate should be included as a deduction.

(c) Medical

- I. The cost of first aid helpers may be deducted as a match expense. Where a Club does not operate under the provisions of a General Safety Certificate, arrangements for medical provisions for the public i.e.: first aiders should be made in consultation with the appropriate authority.
- II. First Aid Helpers
- III. The contributions for first aid helpers for all ties are as follows:

(d) Clubs to pay £15.00 per first aider per match

(e) Water and snow clearing

Any additional cost incurred by a club in attempting to clear snow or water from the pitch and stadium so that a match may proceed may be deducted as a match expense. Additional costs are those incurred directly as a consequence of adverse weather conditions. Additional costs include the cost of additional ground staff (gross and employers' national insurance). Where actual costs are not known at the date of completion of the Statement of Receipts and Payments Form a reasonable estimate should be made. All estimates should be supported by independent verification. The Visiting Club must be notified and agree to the approximate cost before being incurred. All disputes to be decided by the League. Where the additional costs have been incurred and the match is postponed because of adverse weather, the additional costs incurred may be deducted from the receipts of the rearranged fixture with the prior agreement of the visiting club. All disputes to be decided by the League.