FOOTBALL ASSOCIATION OF IRELAND

GOVERNANCE HANDBOOK

June 2023

(Revision 4: as Amended by the Board in June 2023)

Governance Handbook

This Governance Handbook is laid out in nine sections as follows:

Section 1:	**Constitution** Comprising of a *Memorandum of Association* and which sets out the Principal Objects, Powers, Principles (incl. FIFA-UEFA Principles) and Obligations of the Association and the *Articles of Association* which address how the Association is organised and managed, defines membership, sets out how the General Assembly is constituted, and directors appointed etc.
Section 2	Definitions and Interpretation
Section 3	Organisational Regulations
Section 4	Electoral Code
Section 5	Board Committee Regulations and Terms of Reference
Section 6	Registration Regulations
Section 7	Disciplinary Regulations
Section 8	Child Welfare and Safeguarding Policy
Section 9	Codes of Best Practice

Table of Revisions		
Version	***Date***	***Comments***
Original	1 April 2021	Approved by EGM
Revision 1	January 2022	Approved by Board – 25 January 2022 *Section 6: Registration Regulations - Regulation 11 Amended* *Section 7: Disciplinary Regulations amended* Approved by Board - 28 January 2022 *Section 6: Registration Regulations - Regulations 19(2) and 22(5) deleted.*
Revision 2	July 2022	Approved by Board – 26 July 2022 *Section 7: Disciplinary Regulations amended*
Revision 3	November 2022	Approved by Board – 29 November 2022 *Section 6: Registration Regulations* *Section 7: Disciplinary Regulations*
Revision 4	June 2023	Approved by Board – 27 June 2023 *Section 3: Organisational Regulations (Reg 12 and 13)* *Section 6: Registration Regulations*

SECTION 1
Constitution

THE COMPANIES ACT 2014

COMPANY LIMITED BY GUARANTEE

CONSTITUTION

OF

CUMANN PEILE NA H-ÉIREANN

FOOTBALL ASSOCIATION OF IRELAND

(Adopted by special resolution of the Members on 28 March 2021)

MEMORANDUM OF ASSOCIATION

Capitalised terms used in this Memorandum of Association and other terms defined in the Articles of Association shall have the meanings given to those terms in the Articles of Association.

1 NAME

1.1 The name of the Association is Cumann Peile na h-Éireann, Football Association of Ireland (the "**Association**").

2 ASSOCIATION TYPE

2.1 The Association is a company limited by guarantee to which Part 18 of the Companies Act 2014 applies.

2.2 The registered office of the Association is situated in Ireland.

3 PRINCIPAL OBJECTS

3.1 The principal objects for which the Association is established are the advancement of sport by:

3.1.1 the advancement of the Game of Football by being the national association and governing body in Ireland for the Game of Football, recognised by FIFA and UEFA as having ultimate responsibility for the governance and promotion of the Game of Football in Ireland;

3.1.2 to promote, foster, improve and develop the Game of Football in Ireland, and to take all such steps as may be deemed necessary or advisable for preventing infringements of any of the laws of the Game of Football, and to constantly promote, regulate and govern the Game of Football throughout the territory of Ireland taking into consideration the principle of fair play and the unifying, educational, cultural and humanitarian values of the Game of Football, particularly through youth and development programmes.

3.2 The objects set out in this clause 3.2 are exclusively subsidiary and ancillary to the principal objects set out above. These objects are to be pursued only for the attainment of those principal objects. As subsidiary objects:

3.2.1 to organise competitions in the Game of Football at national level;

3.2.2 to respect and promote compliance with and to prevent any infringement of, and to take reasonable steps to ensure that its Members respect and comply with the FIFA Statutes, the UEFA Statutes, regulations, directives and decisions of FIFA, of UEFA, the Laws of the Game, the Futsal Laws of the Game and the Beach Soccer Laws of the Game;

3.2.3 to promote principles of integrity, ethics and fair play with a view to preventing methods or practices such as corruption, doping or match manipulation, which might jeopardise the integrity of Members, Participants, matches or competitions or any of them;

3.2.4 to promote and strengthen good governance principles and practices at national level, and to encourage Members to adopt their own good governance principles;

3.2.5 to promote the development of the Game of Football;

3.2.6 to promote and plan for increased and sustainable diversity and inclusion within the Game of Football, including the full participation of all genders at all levels of football governance;

3.2.7 to sanction friendly football matches of all forms played throughout Ireland;

3.2.8 to govern the Game of Football at national level, and to govern and supervise all forms of international football matches played throughout Ireland, in accordance with the FIFA Statutes, the UEFA Statutes, and any other directly applicable regulations of FIFA and of UEFA;

3.2.9 to collaborate and engage with other international sporting bodies connected with the Game of Football;

3.2.10 to host competitions at international and other levels;

3.2.11 to make, adopt, vary, and publish rules, regulations, and directives for the regulation of the Game of Football or otherwise, and to take all such steps as shall be deemed necessary or advisable for implementing and enforcing such rules, regulations, and directives against Members, Participants and any other applicable persons;

3.2.12 to promote, provide for, regulate and manage any and all details or arrangements relating to the Game of Football, including any arrangements for the benefit of Provincial Associations, National Body Members, Leagues, Clubs, football competitions, contests and matches, international or otherwise, and to do or provide for all or any such matters considered necessary for, or ancillary to, the benefit of Players, the public or of any other persons concerned or engaged in such competitions, contests or matches;

3.2.13 to make, publish and vary rules, regulations and directives of the Association as required and to take all such steps as shall be deemed necessary or advisable for enforcing such rules, regulations, and directives;

3.2.14 to decide and to seek to resolve all sporting disputes and to enforce any decisions or awards of the Association in respect of such disputes, irrespective of whether the Association is directly concerned in such dispute or not, that may arise between:

(A) Provincial Associations;

(B) National Bodies;

(C) Leagues;

(D) Clubs;

(E) Players;

(F) any persons who are members of, or alleged to be members of, or are employed or engaged by, any such Provincial Associations, National Body Members, Leagues or Clubs;

(G) Agents;

(H) Participants; or

(I) any other interested persons,

in reference to disciplinary matters and due compliance with the Laws of the Game, the Constitution, the Regulations, the FIFA Statutes, the UEFA Statutes or any other rules of the Association but this object shall not extend to any contractual or employment dispute which is not provided for under the Disciplinary Regulations or the Terms of Reference of the Dispute Resolution Chamber; and

3.2.15 to co-operate with or assist any football association, Provincial Association, National Body Member, League or Club in any way which the Association shall think proper, and to enter into or adopt any agreement or arrangement with such football association, Provincial Association, National Body Member, League or Club as the Association deems appropriate.

4 POWERS

4.1 The Association shall, in addition to the powers conferred on it by law, have the following powers, which are subsidiary and ancillary to the principal objects, and which powers may only be exercised in promoting the principal objects. Any income generated by the exercise of these powers is to be applied to the promotion of the principal objects:

4.1.1 to purchase, lease, or otherwise acquire any real or personal property, or any estate or interest whatever in real or personal property, which may be necessary for, or conducive to, the promotion of any of the objects of the Association;

4.1.2 to build, construct, maintain, alter, remove, develop or re-build any buildings including offices, sites, or works necessary or convenient for the purposes of the Association;

4.1.3 to acquire, lay out, improve, develop, hold, use or turn to account in any way football grounds, or other sporting or athletic grounds, with such stands, terraces, pavilions, buildings, erections and easements, and with all necessary fittings and accessories, as the Association may deem advisable;

4.1.4 to promote, support, or assist in all or any sporting activities which may be approved by the Association;

4.1.5 to improve, develop, manage, mortgage, let, sell, dispose of, or otherwise deal with, all or any part of the real or personal property and the rights of the Association, and

to turn the same to profit and advantage in any way that the Association may deem appropriate;

4.1.6 to:

(A) act as trustee for any organisation formed for the purpose of promoting the Game of Football in Ireland provided that the governing rules, constitution or statutes of any such organisation:

(1) are not inconsistent with the objects of the Association and;

(2) provide that any income and property of such organisation shall be applied solely towards the promotion of the playing of the Game of Football in Ireland and shall prohibit the payment of any portion of such income or property to the members of such organisation, or to the Members; and

(B) hold, in its capacity as such trustee, any real or personal property upon such trusts, and with and subject to such powers and provisions as are consistent with the promotion of this power, and as are within the contemplation of the provisions of the governing rules, constitution or statutes of the organisation;

4.1.7 to accumulate capital for any purposes of the Association, and to appropriate any of the Association's assets for specific purposes, either conditionally or unconditionally provided that prior permission is to be obtained from Revenue where it is intended to accumulate funds for a period in excess of five years;

4.1.8 to invest the money of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to:

(A) any conditions and any consents as may for the time being be imposed or required by law; and

(B) the provisions of this Memorandum;

4.1.9 to lend and advance money or give credit to any organisation formed for the purpose of promoting the playing of the Game of Football in Ireland whose rules:

(A) require any money advanced by the Association to be applied solely towards the promotion of the playing of the Game of Football in Ireland;

(B) prohibit the payment by such organisation of any portion of any such money advanced to it by the Association to the members of such organisation, or to the Members, to the extent at least as great as is imposed on the Association by virtue of clause 11.1 of this Memorandum; and

(C) are not inconsistent with the provisions of this Constitution.

4.1.10 to borrow or raise money in such manner as the Association shall think fit;

4.1.11 to grant pensions, gratuities, allowances or charitable aid to any person who may have served the Association as an employee, or to the spouses, partners, children or

other dependents of such person provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by an occupational pension scheme and provided that such occupational pension scheme has been operated by the Association and the beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouse or parent, has been a member of the occupational pension scheme while employed by the Association; and to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Association and to subscribe or guarantee money for charitable objects;

4.1.12 to amalgamate or co-operate with any organisation formed for the purpose of promoting the playing of the Game of Football in Ireland whose rules:

(A) require that the income and property of such organisation be applied solely towards the promotion of the playing of the Game of Football in Ireland; and

(B) prohibit the payment of any portion of such income or property to the members of such organisation, or to the Members to an extent at least as great as is imposed on the Association by virtue of clause 11.1 of this Memorandum;

4.1.13 to draw, make, accept, endorse, discount, execute and issue bills of exchange, promissory notes, and other instruments, so as to be negotiable or transferable by delivery, or to order or otherwise;

4.1.14 to effect insurance against risk of loss to the Association, or against risk or accident to any servants of the Association in the course of their employment or duties for the Association, and to pay premiums on any such insurance;

4.1.15 to subscribe for, take, purchase, or otherwise acquire and hold shares or other interest in, or securities of, any other corporate body or company having objects altogether, or in part, similar to those of this Association, or carrying on any business which may directly or indirectly assist any business carried on by this Association;

4.1.16 to make grants to any Provincial Association, National Body Member, League, Club or other Member to further the objects of the Association;

4.1.17 to give such further financial assistance to any Provincial Association, National Body Member, League, Club or other Member as may be deemed expedient and to give any guarantee in relation to the payment by any such organisations of any money which may be borrowed by such organisation for any purpose which meets the criteria for the giving of such assistance as may from time to time be approved by the Board and which is, in the opinion of the Board, calculated to promote, foster or develop the Game of Football;

4.1.18 to secure the payment of money or other performance of financial obligations of itself or any other person, firm, company or organisation in such manner as the Association shall think fit, whether or not by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Association's property, present or future and to secure the payment of money by the issue of or upon debentures, perpetual, terminable or otherwise, or bonds or other obligations, charged or not charged upon, or by mortgage, charge, hypothecation, lien or pledge of the whole or any part of the undertaking, property, assets and rights of the Association, both

present and future, and generally in such other manner and on such terms as may seem expedient, for such consideration and on such terms as may be thought fit, including the power to pay interest on any money so raised or borrowed, and also by a similar mortgage, charge, hypothecation, lien or pledge, to secure and guarantee the performance by the Association of any obligation or liability it may undertake, and to redeem or pay off any such securities;

4.1.19 to guarantee, grant indemnities in respect of, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) of the Association, or by both such methods, the performance of the contracts or obligations of and the repayment or payment of the principal amounts of and premiums, interest and dividends on any securities of any company which is for the time being the Association's subsidiary (direct or indirect) as defined by Section 7 of the Act or of any person associated with the Association in business;

4.1.20 to make charitable donations;

4.1.21 to carry on any other business which may seem to the Association capable of being conveniently carried on in connection with the principal objects or calculated directly or indirectly to enhance the value of or render profitable any of the property, rights or interests of the Association;

4.1.22 to do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees or otherwise, and either by or through trustees, agents, sub-contractors or otherwise and either alone in partnership or conjunction with any person, company or association, and to contract for the carrying on of any operation connected with the Association's principal objects by any person, company or association; and

4.1.23 to do all things as are, or are considered to be, conducive, requisite, advantageous or incidental to, or to facilitate, the attainment of the above objects or powers or any of them.

5 PRINCIPLES OF THE ASSOCIATION

5.1 To further the objects of the Association, and in accordance with the principles of good governance required by the Association's affiliation to FIFA and to UEFA, but subject to the other provisions of this Constitution and any provision of law, the Association shall aspire and endeavour:

5.1.1 to promote and plan for greater and sustainable diversity and inclusion in participation in the Game of Football and at all levels of the Association. Work towards this principle should include the development by the Association, of a specific core strategic pillar within the wider strategic vision of the Association to achieve greater gender diversity and inclusion in participation, administration and leadership throughout the Association and the implementation of that strategy by the Association in order to realise the intention of the Association to:

(A) ensure that by June of 2021, not less than 33.3% of the Directors will be female (provided that the failure to achieve such gender balance shall not invalidate any decision or act of, or appointment to, the Board); and

(B) ensure that by the end of 2023, not less than 40% of the Directors will be female (provided that the failure to achieve such gender balance shall not invalidate any decision or act of, or appointment to, the Board); and

(C) ensure that by the end of 2023, not less than 40% of the Delegates in the General Assembly and not less than 40% of the members of the Committees will be female (provided that the failure to achieve such gender balance shall not invalidate any decision or act of, or appointment to, the General Assembly or to any Committee).

5.1.2 to respect internationally recognised human rights and to promote the protection of these rights;

5.1.3 to prohibit discrimination of any kind by any Member against a country, private person or group of people on account of race, skin colour, ethnic, national or social origin, gender, disability, language, religion, political opinion or any other opinion, wealth, birth or any other status, sexual orientation or any other reason;

5.1.4 to remain neutral in matters of politics and religion and the Association shall require that its Members (and that their respective members shall) be, and remain, neutral in matters of politics and religion;

5.1.5 to avoid undue political interference;

5.1.6 to manage its affairs independently and to procure that its own affairs are not unduly influenced by third parties;

5.1.7 to require that its Members adopt procedures that guarantees the independence of elections or appointments of members of the bodies of the Association;

5.1.8 to promote friendly relations between its Members, Leagues, Clubs, Officials and Players for humanitarian objectives;

5.1.9 to provide the necessary institutional means to resolve any internal sporting dispute that may arise between any of its Members or any Officials or Players, or any of them;

5.1.10 to require that its Members:

(A) play Association Football in compliance with the Laws of the Game issued by the IFAB and acknowledge that only the IFAB may lay down and alter the Laws of the Game;

(B) where appropriate, play futsal in accordance with the Futsal Laws of the Game issued by FIFA and acknowledge that only FIFA may lay down and alter the Futsal Laws of the Game;

(C) where appropriate, play beach soccer in accordance with the Beach Soccer Laws of the Game issued by FIFA (in the form in force at any given time) and acknowledge that only FIFA may lay down and alter the Beach Soccer Laws of the Game;

(D) observe the FIFA Statutes, the UEFA Statutes, regulations, directives, decisions and the Code of Ethics of FIFA and of UEFA; and

(E) observe the principles of fair play as well as the principles of loyalty, integrity and sportsmanship.

5.1.11 to recognise the jurisdiction of the CAS over matters of an international dimension as specified in the relevant provisions of the FIFA Statutes, of the UEFA Statutes, or of either of them;

5.1.12 (subject to the exhaustion of all internal dispute resolution channels of the Association) to refer any dispute of national dimension relating to the Game of Football or the application of this Constitution or any Regulations to arbitration in accordance with the Regulations and the Disciplinary Regulations;

5.1.13 to procure that its Members, either through this Constitution or other written document, acknowledge and accept the principles of the Association and agree to:

(A) be bound by and observe the provisions of the Constitution and the Regulations from time to time;

(B) observe the FIFA Statutes, the UEFA Statutes, regulations, directives, decisions and the Code of Ethics of FIFA and of UEFA; and

(C) observe the principles of fair play as well as the principles of loyalty, integrity and sportsmanship;

5.1.14 to observe the FIFA Statutes, the UEFA Statutes, regulations, directives, decisions and the Code of Ethics of FIFA and of UEFA;

5.1.15 to observe the principles of fair play as well as the principles of loyalty, integrity and sportsmanship; and

5.1.16 to communicate to FIFA and to UEFA any amendment of the Constitution.

6 ADDITIONS, ALTERATIONS OR AMENDMENTS

6.1 No addition, alteration or amendment shall be made to the principal objects clause (clause 3.1), the winding up clause (clause 9), the keeping of accounts clause (clause 10), the prohibition on payments to Members and Directors clause (clause 11), or this clause of the Memorandum for the time being in force unless the same shall have been previously submitted to and approved by the Revenue Commissioners, for so long as the Association benefits from sports body tax exempt status from the Revenue Commissioners.

6.2 No amendments of any kind shall be made to the provisions of the winding up clause (clause 9) or the prohibition on payments to Members and Directors clause (clause 11) of this Memorandum, and no amendments shall be made to this Constitution to the extent that any such amendments would alter the effect of the winding up clause (clause 9) or the prohibition on payments to Members and Directors clause (clause 11) of this Memorandum resulting in the Association and this Constitution ceasing to comply with the provisions of Section 1180 of the Companies Act 2014.

7 LIMITATION OF LIABILITY

The liability of the Members is limited**.**

8 GUARANTEE OF MEMBERS

8.1 Every Member undertakes to contribute to the assets of the Association in the event of the Association being wound up during the time that it is a Member or within one year after it ceases to be a Member for:

8.1.1 payment of the debts and liabilities of the Association contracted before it ceased to be a Member, and the costs, charges and expenses of winding up the same, and

8.1.2 for the adjustment of the rights of the contributories among themselves,

such amount as may be required, not exceeding one euro.

9 WINDING UP

9.1 If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Association. Instead, such property shall be given or transferred to some other company or companies having main objects similar to the main objects of the Association. The company or companies to which the property is to be given or transferred shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of the prohibition on payments to Members and Directors clause (clause 11) of this Memorandum. Members of the Association shall select the company or companies at or before the time of dissolution. Final accounts will be prepared and submitted that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.

10 KEEPING OF ACCOUNTS

10.1 True accounts shall be kept of the sums of money received and expended by the Association and the matter in respect of which such receipt and expenditure takes place, and of the property, credits and liabilities of the Association, and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations and/or policies of the Association for the time being, shall be open to the inspection of the Members. Once at least in every year the accounts shall be examined, and the correctness of the balance sheet ascertained by one or more qualified auditor(s). Such annual audited accounts shall be kept and made available to the Revenue Commissioners on request.

10.2 Notwithstanding clause 10.1 above, for so long as the Association benefits from sports body tax exempt status from the Revenue Commissioners, (i) the Association shall audit its accounts where its gross annual income exceeds €250,000, and (ii) the Association shall keep and make available to the Revenue its annual audited accounts.

11 PROHIBITION ON PAYMENTS TO MEMBERS AND DIRECTORS

11.1 The income and property of the Association shall be applied solely towards the promotion of its principal objects as set out in this Memorandum. No portion of the Association's income and property shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the Members. No Director appointed to any office of the Association shall be paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Association, provided that nothing shall prevent any payment in good faith and on bona fide commercial terms by the Association of:

11.1.1 reasonable and proper remuneration to any Member, officer or servant of the Association (other than a Director) in return for any services rendered to the Association;

11.1.2 sums to any Director or to any firm or company in which the Director is a partner or a shareholder or an employee, in return for services actually rendered to the Association, provided always that such services are:

(A) not services provided by the Director in the ordinary course of his or her duties to the Association as set out in this Constitution or the Act; and

(B) provided on commercial arm's length terms and pursuant to a written contract awarded by the Association following the completion of a tender process conducted under the supervision of the Board where the Director in question was not present at meetings when such tenders, contracts and payments were discussed or voted upon;

11.1.3 interest at a rate not exceeding 1% above the Euro Interbank Offered Rate ("**Euribor**") per annum on money lent by any Director or any Member to the Association;

11.1.4 reasonable and proper rent for premises demised or let by any Director or any Member to the Association;

11.1.5 reasonable and proper out-of-pocket and vouched expenses incurred by any Director in connection with his or her attendance to any matter affecting the Association;

11.1.6 fees, remuneration or other benefit in money or in money's worth to any company of which a Director may be a member holding not more than one per cent of the issued capital of such company; or

11.1.7 grants to Members to further the objects of the Association properly made under paragraph 4.1.16 of this Memorandum or otherwise in connection with the principal objects of the Association.

THE COMPANIES ACT 2014

COMPANY LIMITED BY GUARANTEE

CONSTITUTION

OF

CUMANN PEILE NA H-ÉIREANN

THE FOOTBALL ASSOCIATION OF IRELAND

(Adopted by special resolution of the Members on 28th March 2021)

ARTICLES OF ASSOCIATION

INTERPRETATION

1 PRELIMINARY

1.1 **Definitions**

In these Articles:

Act means the Companies Act 2014 and every statutory modification, replacement and re-enactment of that Act for the time being in force;

Agents means a natural or legal person who, for a fee or free of charge, represents Players and/or Clubs in negotiations with a view to concluding an employment contract, or represents Clubs in negotiations with a view to concluding a transfer agreement, and each an **Agent**;

AGM means an annual general meeting of the General Assembly;

Amateur and Youth Chamber means the Chamber comprising:

(A) the Provincial Associations;

(B) the Amateur and Youth Players' Representative Body; and

(C) such other bodies, companies, unincorporated associations or entities (not being an individual acting on his or her own account) as the General Assembly may from time to time admit to membership;

Amateur and Youth Member means a Member who belongs to the Amateur and Youth Chamber;

Amateur and Youth Players' Representative Body means a body, company, unincorporated association or entity (not being an individual acting on his or her own account) acting as the representative of amateur male and female adult and youth players, who do not play in the National Leagues;

Articles means these articles of association, as originally framed or as from time to time altered by special resolution of the General Assembly, and reference to an **Article** shall be construed accordingly;

Association means Cumann Peile na h-Éireann, the Football Association of Ireland, being the company whose name appears in the heading to this Constitution;

Association Football means the game controlled by FIFA, and organised by FIFA, the relevant confederations and/or the relevant associations in accordance with the Laws of the Game;

Audit, Risk, Compliance and Finance Committee means the Committee established by the Association and whose members are proposed by the Board and Ratified by the General Assembly to assist the Board to fulfil its corporate governance and oversight responsibilities in relation to finance, financial reporting, risk, compliance and external audit functions of the Association;

Ballot means an anonymous ballot (including by electronic platform);

Beach Soccer Laws of the Game means the laws of the game of beach soccer as made from time to time by FIFA;

Board means the board of Directors of the Association, as more particularly described and regulated in Articles 17 to 26;

Board Committees means the Business Committees, the Football Committees, the Technical Committees and any ad hoc committee which the Board may from time to time establish as advisory to the Board in accordance with the Act and this Constitution;

Business Committees means the following Committees:

(A) the Nominations Committee;

(B) the Executive Performance and Remuneration Committee;

(C) the Governance Committee; and

(D) the Commercial Committee,

and any ad hoc committee which the Board may from time to time establish as a Business Committee in accordance with the Act and this Constitution;

CAS means the Court of Arbitration for Sport based in Lausanne, Switzerland;

Chamber means a chamber or class of Members, including the Amateur and Youth Chamber, the Professional Football Chamber and the National Body Chamber;

Chief Executive means the chief executive of the Association appointed from time to time by the Board;

Club means a football club which is a member of a League;

Club Licensing Committees means the Club Licensing Committee and the Club Licensing Appeals Committee whose members are in each case appointed by the Board to carry out the duties set out in the Club Licensing Manual as approved by the Board;

Committee means any of the Audit, Risk, Compliance and Finance Committee, the Board Committees, the Judicial Committees, the Club Licensing Committees or the Electoral Committees;

Company Secretary means any person appointed to perform the duties of the company secretary (within the meaning of the Act) of the Association, and shall include any temporary, assistant or acting company secretary;

Constitution means the Memorandum and the Articles, as adopted or amended from time to time;

Council means the former council of the Association, which body has been disbanded;

Delegate means a natural person validly and properly appointed by a Member to represent it at the General Assembly in accordance with this Constitution;

Directors mean the directors for the time being and from time to time of the Board and each a **Director**;

Disciplinary Regulation Officer means the individual responsible for conducting investigations and/or charging persons or bodies with breach of rules and such other responsibilities as set out in the Disciplinary Regulations;

Disciplinary Regulations means the disciplinary regulations of the Association in force at any given time;

Dispute Resolution Chamber means a panel, or single arbitrator, with jurisdiction to handle disputes between Clubs and Players, or Clubs and Clubs, regarding financial obligations such as employment and contractual stability, training compensation, solidarity contribution, overdue payables and other relevant matters;

EGM means an extraordinary general meeting of the General Assembly;

Electoral Code means the electoral code of the Association as approved by the General Assembly and adopted by the Association and in force at any given time;

Electoral Committees means the Electoral Committee and the Electoral Appeals Committee, whose members are in each case appointed by the General Assembly to oversee the implementation of and compliance with the Electoral Code;

Executive means the operational and administrative body of the Association led by the Chief Executive, having such powers duly conferred on it by the Board from time to time;

FIFA means the Fédération Internationale de Football Association;

FIFA Statutes means the statutes of FIFA as in force at any given time;

Football Committees means the following Committees:

(A) Amateur and Youth Football Committee;

(B) International and High Performance Football Committee

(C) National Leagues Football Committee;

(D) Underage Football Committee; and

(E) Women's Football Strategic Committee,

and any ad hoc committee which the Board may from time to time establish as a Football Committee in accordance with the Act and this Constitution;

Football Directors means the Directors who are not Independent Directors and are appointed, Ratified or elected to the Board from time to time in accordance with the terms of Article 18 and Article 19, and each a **Football Director**;

Futsal Laws of the Game means the laws of the game of futsal as laid down from time to time by FIFA;

Game of Football means Association Football, futsal, beach soccer or any of them or any combination of them;

General Assembly means the supreme governance and legislative body of the Association, comprised of the Members in general meeting;

IFAB means the International Football Association Board;

Independent Chairperson means the chairperson of the Board, being an Independent Director;

Independent Directors means the independent non-executive Directors appointed, Ratified or elected to the Board from time to time on the terms of Articles 18 and 19, whose number shall include the Independent Chairperson, and each an **Independent Director**;

Irish Football Supporters Partnership means the unincorporated association under that name (not being an individual acting on his or her own account) established to act as representative of football supporters in Ireland;

Judicial Committees means the Disciplinary Committee, the Disciplinary Appeals Committee, and the Dispute Resolution Chamber;

Laws of the Game means the laws of Association Football made and published by IFAB from time to time;

League means any group of persons or a company or an unincorporated association which is affiliated to a Member and which is established to organise, manage and run a league or cup competition for Clubs;

Member means a body which has been admitted as a Member of the General Assembly in accordance with this Constitution;

Membership Fee means the fee payable to the Association by a Member in order to be a Member of the Association as set by the Board from time to time;

Memorandum means the Memorandum of Association of the Association, as originally framed or as from time to time altered by special resolution of the General Assembly;

National Body means each of the Colleges Football Association of Ireland, Defence Forces Football Association, Football Association of Ireland Schools, Football For All, Irish Soccer Referees Society, Irish Universities Football Union, the Women's Soccer Colleges Association of Ireland or any body formed from any of the above named bodies, and the Schoolboys Football Association of Ireland and such other national bodies as the General Assembly may from time to time admit to membership of the National Body Chamber and which shall each be responsible for the areas of football as set out in their respective constitutions or rules as from time to time

approved by the Association;

National Body Chamber means the Chamber comprising the National Bodies;

National Body Member means a Member who belongs to the National Body Chamber;

National Leagues means the annual competitions operated by the Association, in accordance with its role as governing body of football in the Republic of Ireland, permitted to do so under the rules and regulations of UEFA and FIFA, in cooperation with the Clubs;

National Underage League Teams means teams participating in the underage National League which do not represent a Club participating in the League of Ireland;

Official means any board member, committee member, referee and assistant referee, coach, trainer and any other person responsible for technical, medical and administrative matters in FIFA, a Confederation, a Provincial Association, a National Body, a League or a Club and any other persons obliged to comply with the FIFA Statutes (except Players and Agents);

Optional Provision means a provision of any of Parts 1 to 14 or Part 18 of the Act that applies to companies limited by guarantee and that:

(A) contains a statement to the effect, or is governed by a provision elsewhere to the effect, that the provision applies save to the extent that the Constitution provides otherwise or unless the Constitution states otherwise; or

(B) is otherwise of such import;

Ordinary Resolution means a resolution passed by a simple majority of votes cast by Delegates representing Members entitled to vote and present at a general meeting of the Association;

Participant means a Player, Official, manager, match official, match agent, Agent and all such persons who are from time to time participating in any activity sanctioned by the Association or by any Member;

Player means a person who is registered with a Member and/or the Association in accordance with the Regulations and/or who participates in a fixture and/or whose name is referenced on a match card of a fixture under the jurisdiction of the Association;

President means the president of the Association from time to time;

Professional Football Members means:

(A) each of the Clubs in the premier and first divisions of the League of Ireland;

(B) each of the Clubs in the premier division of the women's National League;

(C) the Irish Football Supporters Partnership;

(D) the Professional Footballers Association of Ireland; and

(E) the National Underage League Teams,

and such other bodies, companies, unincorporated associations or entities (not being an individual acting on his or her own account) as the General Assembly may from time to time admit to membership of the Professional Football Chamber on the terms of Article 3;

Professional Football Members means the Members who belong to the Professional Football Chamber;

Provincial Associations means the Connacht Football Association, Leinster Football Association, Munster Football Association and Ulster Football Association each of which is responsible for the areas of football administration and governance as set out in their respective constitutions or rules as from time to time approved by the Association;

Ratify means, in the context of (i) the appointment of a Director or (ii) the appointment of a member of the Audit, Risk, Compliance and Finance Committee, of any of the Electoral Committees or any of the Judicial Committees, the decision of the General Assembly appointing that person on the terms of these Articles and the Electoral Code and the Ratification is the point of appointment of any such Director or member of any such Committee (and **Ratifies**, **Ratified**, **Ratification** and similar terms shall be interpreted accordingly);

Referees Committee means the principal body, established by the Board, for the control and management of referees and shall have authority over all matters pertaining to referees, referee specialists, referee administrators and any person directly involved in refereeing matters as outlined in the Referee Regulations;

Referee Regulations means the Terms of Reference of the Referees Committee as approved by the Board and amended from time to time;

Registration Regulations means Regulations setting out the rules relating to the registration of players and other matters referred to therein;

Regulations means all rules, regulations, codes, policies and guidelines or other documents approved and/or issued by the Association and all which are binding on Members, Leagues, Players, Participants, Officials, Agents, and any other person, body or association involved in the Game of Football, as may be adopted, amended or approved by the Board from time to time;

Seal means the common seal of the Association;

Special Resolution means a resolution passed by not less than 75% of votes cast by Delegates representing Members entitled to vote and present at a general meeting of the Association;

Technical Committees means the Referees Committee, the Club Licensing Committees and any other committee which the Board may from time to time establish as a Technical Committee in accordance with the Act and this Constitution;

Terms of Reference means the terms of reference for each Committee adopted from time to time by the Board which in each case may record, among other things, the role, purpose, powers and structure of such Committee;

UEFA means the Union of European Football Associations;

UEFA Statutes means the statutes of UEFA as in force at any given time; and

Vice-President means the vice-president of the Association.

1.2 **Interpretation**

1.2.1 The Optional Provisions will apply to the Association subject to the alterations contained in these Articles and will, so far as not inconsistent with these Articles, bind the Association and its Members.

1.2.2 Without prejudice to Section 1177(4) of the Act and save as otherwise expressly provided in these Articles, where a provision of these Articles covers substantially the same subject matter as any Optional Provision, any such Optional Provision shall be deemed not to apply to the Association and these Articles shall be deemed to have effect and prevail over the terms of such Optional Provisions.

1.2.3 In the interpretation of these Articles, unless the context otherwise requires, the words and expressions defined above shall have the meanings so defined and words importing the singular shall include the plural and vice versa and words importing persons shall include bodies corporate.

1.2.4 Unless the contrary is clearly stated, references to the Act or to any other enactment (including any subordinate legislation) or any section or provision thereof shall mean the Act or such enactment, subordinate legislation, section or provision (as the case may be) as the same may be consolidated, amended, extended, modified, supplemented or re-enacted (whether before or after the date of adoption of this Constitution) from time to time and may be for the time being in force.

1.2.5 Unless specifically defined in these Articles or unless the context otherwise requires, words or expressions contained in these Articles and not specifically defined in this Constitution shall bear the same meanings as in the Act, but excluding any statutory modification of the Act not in force when these Articles became binding on the Association and the Members.

1.2.6 Neither the Regulations nor any proposed amendment to them can alter, replace or be inconsistent with the provisions of the Constitution and where any provision of the Constitution is at variance with any provision of the Regulations then the Constitution will take precedence.

1.2.7 Reference to any document includes that document as amended or supplemented from time to time.

1.2.8 Unless the context otherwise requires, expressions in these Articles referring to writing shall be construed, unless the contrary intention appears, as including references to printing, lithography, photography and to writing in electronic form and any other modes of representing or reproducing words in a visible form, and expressions in these Articles referring to execution of any document shall include any mode of execution whether under seal or under hand.

1.2.9 Headings are inserted for convenience only and do not affect the construction or interpretation of these Articles.

1.2.10 Unless the context otherwise requires, reference to Articles are to these Articles.

1.2.11 Unless the context otherwise requires, reference to a “person” in the Memorandum or in the Articles include natural persons, legal persons, firms, unincorporated associations and bodies corporate. In addition, references to the masculine gender shall include the feminine and neuter genders and vice versa.

1.2.12 References to "**Ireland**" and to the "**State**" are references to the Republic of Ireland.

2 MEMBERS

2.1 The number of Members with which the Association was incorporated was 7, the maximum number of Members is unlimited and the minimum number of Members shall be three for so long as the Association benefits from sports body tax exempt status from the Revenue Commissioners.

2.2 No individual acting on his or her own account may be a Member and all Members shall be bodies corporate or unincorporated associations or other bodies in each case constituted in accordance with the provisions of Article 6.

2.3 There shall be three categories of Member, which categories shall comprise the Chambers and each Chamber have the respective rights and obligations as set out in this Constitution:

2.3.1 the Amateur and Youth Chamber;

2.3.2 the National Body Chamber; and

2.3.3 the Professional Football Chamber.

2.4 A register shall be kept by the Association containing:

2.4.1 the names and addresses of all the Members;

2.4.2 such particulars as are required by the Act;

2.4.3 such particulars as are required by FIFA or by UEFA and as such particulars are notified to the Association;

2.4.4 details of at least two officers of each Member who is an unincorporated association, on either of whom the Association can serve notices; and

2.4.5 the number of Delegates which each Member is entitled to appoint.

3 ADMISSION OF MEMBERS

3.1 Any body corporate or unincorporated association or other body (not being an individual acting on his or her own account) wishing to become a Member of the Association shall apply in writing to the Executive, who shall:

3.1.1 review the form and content (but not the merit or otherwise) of the application for membership in the first instance; and

3.1.2 refer the application for membership to the Board who shall consider and make a recommendation to the General Assembly in accordance with Article 3.4.

3.2 Each such application for membership shall be accompanied by:

3.2.1 a copy of its legally valid statutes or constitutional document(s) and, if applicable, regulations;

3.2.2 a declaration that it will comply at all times with this Constitution, the Regulations, the decisions of the Association, the FIFA Statutes, the UEFA Statutes and ensure that these are also respected, if applicable, by its own members, Clubs, Officials and Players;

3.2.3 a declaration that it will comply with the Laws of the Game, the Beach Soccer Laws of the Game and the Futsal Laws of the Game;

3.2.4 a declaration that it will not take matters of interpretation and application of the FIFA Statutes, the UEFA Statutes, this Constitution, the Regulations, decisions and directives to court, unless such FIFA Statutes, UEFA Statutes, Constitution, Regulations, decisions or directives provide for or stipulate recourse to courts;

3.2.5 a declaration that it recognises the arbitration provisions in this Constitution and in the Regulations and CAS;

3.2.6 a declaration that it is located and registered, if legally required, in Ireland unless it has been granted an exemption by the Board at the time of the adoption of this Constitution;

3.2.7 a declaration to the effect that the legal composition of the applicant guarantees that it can make decisions independently of any external entity;

3.2.8 a declaration to the effect that the members of its own bodies were elected or appointed as a result of a procedure that guarantees the independence of the election or appointment;

3.2.9 a list of its directors or officials, specifying those who are authorised signatories with the right to enter into legally binding agreements with third parties;

3.2.10 a copy of the minutes of its last general meeting and its last management or executive committee meeting;

3.2.11 if applicable, a declaration that it undertakes to organise or participate in friendly matches only with the prior consent of the Association;

3.2.12 if applicable, a declaration that it will play all official home matches in Ireland unless it has been granted an exemption by the Board at the time of the adoption of this Constitution; and

3.2.13 such mandatory items as are required by the Regulations and any other requirements for membership specified in the Regulations.

3.3 The procedure for admission as a Member shall be regulated by this Constitution, the Regulations and any admission policy or procedure adopted by the Board from time to time.

3.4 On receipt of a valid application for membership, the Board shall make a recommendation to the General Assembly to admit or not admit the applicant as a member of the Chamber in respect of which the application is made or of such other Chamber which the Board may recommend as

being more suitable and the Board shall also make a recommendation to the General Assembly as to the number of Delegates which that applicant may appoint on admission to membership.

3.5 Following a recommendation made under Article 3.4, the General Assembly shall, by Ordinary Resolution, decide to admit or not admit the applicant at the next following general meeting of the General Assembly. The applicant shall receive notice of, and its representatives shall be entitled to attend, that general meeting and to state the reasons for its application to the General Assembly at that general meeting.

3.6 A new Member shall acquire membership rights and duties immediately on being admitted by the General Assembly and any of its Delegates in attendance shall, following its admission to membership, be eligible to vote at the general meeting at which its admission was resolved with immediate effect.

3.7 The decision of the General Assembly as to the Chamber to which an applicant should be admitted and the number of Delegates allocated to that Member which is made in accordance with this Constitution and the applicable Regulations and any applicable admissions policy or procedure, shall be final.

3.8 Clubs promoted to the relevant division of the League of Ireland or the women's National League shall automatically become Professional Football Members, and Clubs relegated from or who otherwise cease to be eligible for such divisions shall automatically cease to be Members without in either case requiring any resolution or otherwise of the General Assembly or any other body of the Association. Relegation shall not prevent a Club from being a member of its Provincial Association.

3.9 The Board shall establish and maintain a list of Clubs located and registered outside of Ireland and benefiting from an exemption from the requirements of Article 3.2.6 and Article 3.2.12 at the time of the adoption of this Constitution.

3.10 Notwithstanding that the Members of the Association as at the date of adoption of this Constitution are set out in Article 5, the admission, resignation, removal of a Member or the other termination of a Member's membership shall not require an amendment to this Constitution.

4 RIGHTS OF THE MEMBERS

4.1 At all times, and subject to provisions of this Constitution, the Members shall, in addition to their rights under the Act, have the following rights:

4.1.1 to receive notice of, and to attend and vote at and participate in the General Assembly;

4.1.2 to participate in the debates and discussions at the General Assembly;

4.1.3 to nominate candidates for appointment to the Board, in accordance with the Electoral Code and subject to the procedure for Board appointments set out in these Articles;

4.1.4 to be updated on the affairs of the Association;

4.1.5 to take part in competitions and/or other sporting activities organised by the Association, where applicable;

4.1.6 on request, to be entitled to be provided with a certificate of membership;

4.1.7 to propose items for inclusion on the agenda for any general meeting in accordance with the Regulations; and

4.1.8 to exercise all other rights arising from this Constitution and the Regulations.

4.2 The rights of each Member shall not be transferable, transmissible or chargeable by its own act, by operation of law or otherwise.

4.3 The principle behind the establishment of the Chambers and the allocation of votes to the Members is that each Chamber shall, subject to all Members being eligible, able and willing to exercise all of the rights available to them and to the provisions of this Constitution, be entitled to cast (by the apportionment of Delegates to its Members) one third of all potential votes on any resolution. This will not apply where any Member or Delegate is ineligible for any reason to vote on any resolution under this Constitution or under the Act or where a Member or Delegate does not exercise any voting rights in relation to any resolution.

4.4 In order to give effect to the principle described in Article 4.3, if at any time the aggregate number of Delegates to be appointed (and therefore the maximum votes cast) by the Members in a Chamber is not equal to the aggregate number of Delegates to be appointed by any other Chamber or Chambers, then:

4.4.1 each Delegate appointed by a Member in the Chamber or Chamber whose Members are entitled to appoint the highest aggregate number of Delegates shall be entitled to cast one vote; and

4.4.2 the votes to be cast by each Delegate appointed by the Members in each of the other Chamber or Chambers shall be weighted so that the maximum number of votes which can be cast by the Delegates in each such Chamber is equal to the maximum number of votes entitled to be cast by the Delegates in the Chamber or Chambers whose Members have the highest aggregate number of Delegates (assuming for the purpose of such weighted votes that all Delegates are eligible to vote).

4.5 Where either:

4.5.1 the number of Members in a Chamber is increased or decreased for any reason; or

4.5.2 the number of Delegates to be appointed by any Member in that Chamber is increased or decreased for any reason,

the number of votes to be cast by each Delegate of that Chamber following such increase or decrease, as the case may be, shall automatically be adjusted pro rata so that the Members of that Chamber retains its entitlement to cast the same proportion of all potential votes to be cast by Members as was the case prior to such increase or decrease (being one third of all votes per Chamber).

4.6 Nothing in the preceding Articles shall require any Member or any Delegate to attend any meeting or vote on any resolution of the Association and if any Member or any Delegate fails to or is ineligible to attend a meeting or to vote on a resolution, the votes of the Delegates who do attend or vote shall not be adjusted as a result of any such failure or ineligibility.

5 DELEGATES

5.1 Each Member shall appoint or elect a Delegate or Delegates to represent it at the General Assembly on the terms of this Article 5 (as such number of Delegates may be increased or decreased from time to time in accordance with Article 5.4).

5.2 Each Delegate must be:

5.2.1 a member of; or

5.2.2 a Participant participating in any activity sanctioned by,

the Member which appoints or elects him or her.

5.3 The Members shall be entitled to appoint such number of Delegates as the General Assembly may by Ordinary Resolution from time to time resolve and, for illustration and subject always to any such resolution, the Members at the date on which this Constitution was adopted shall be entitled, at that date of adoption, to appoint or elect Delegates as follows:

The Professional Football Members

5.3.1 The maximum number of Delegates that any Club participating in a National League shall have is 2. Accordingly, Clubs shall have the following number of Delegates:

(A) Clubs with a team in the premier division of the League of Ireland (with or without a women's team) – 2 Delegates each; and

(B) Clubs with a team in the highest ranking division of the women's National League which is not entitled to any Delegates under Article 5.3.1(A) – 2 Delegates each; and

(C) Clubs with a team in the first division of the National League which is not entitled to any Delegates under Article 5.3.1(A) and Article 5.3.1(B) – 1 Delegate each;

5.3.2 the Professional Footballers Association of Ireland – 2 Delegates;

5.3.3 the Irish Football Supporters Partnership – 2 Delegates;

5.3.4 the National Underage League Teams – 2 Delegates in total;

The Amateur and Youth Members

5.3.5 the Leinster Football Association – 20 Delegates;

5.3.6 the Munster Football Association – 16 Delegates;

5.3.7 the Connacht Football Association – 6 Delegates;

5.3.8 the Ulster Football Association – 4 Delegates;

5.3.9 the Amateur and Youths Players' Representative Body – 2 Delegates;

The National Body Members

5.3.10 the Schoolboys Football Association of Ireland – 30 Delegates;

5.3.11 the Football Association of Ireland Schools – 6 Delegates;

5.3.12 the Defence Forces Football Association – 2 Delegates;

5.3.13 the Colleges Football Association of Ireland – 2 Delegates;

5.3.14 the Irish Universities Football Union – 2 Delegates;

5.3.15 the Women's Soccer Colleges Association of Ireland – 2 Delegates;

5.3.16 the Irish Soccer Referees Society – 2 Delegates;

5.3.17 Football For All – 2 Delegates.

5.4 The General Assembly may increase or decrease the number of Delegates which any Member is entitled to appoint or elect by an Ordinary Resolution and such increase or decrease will not require an amendment to this Constitution but shall apply to the Member in question notwithstanding the provisions of Article 5.3. The *prima facie* evidence of a Member's entitlement to Delegates shall be the register kept by the Association under Article 2.4.

5.5 Each Club with more than one Delegate shall, having regard to the Association's commitment to diversity and inclusion as expressed in Clause 5 of the Memorandum of Association, be required no later than the end of 2023 to appoint not less than one female Delegate.

5.6 In respect of the Delegates which the Leinster Football Association is entitled to appoint, not less than 25% of Delegates shall, no later than the AGM to be held in 2023 and at all times thereafter, be female and the following shall apply

5.6.1 in 2021 not less than 1 Delegate shall be female.

5.6.2 by the AGM to be held in 2022, not less than 3 Delegates shall be female.

5.6.3 by the AGM to be held in 2023, not less than 5 Delegates shall be female.

5.7 In respect of the Delegates which the Munster Football Association is entitled to appoint, not less than 25% of Delegates shall, no later than the AGM to be held in 2023 and at all times thereafter, be female and the following shall apply:

5.7.1 In 2021 not less than 1 Delegate shall be female.

5.7.2 by the AGM to be held in 2022, not less than 2 Delegates shall be female.

5.7.3 by the AGM to be held in 2023, not less than 4 Delegates shall be female.

5.8 In respect of the Delegates which the Connacht Football Association is entitled to appoint, not less than 25% of Delegates shall, no later than the AGM to be held in 2023 and at all times thereafter, be female and the following shall apply;

5.8.1 In 2021 not less than 1 Delegate shall be female.

5.8.2 by the AGM to be held in 2022, not less than 2 Delegates shall be female.

5.9 In respect of the Delegates which the Ulster Football Association is entitled to appoint, not less than 25% of Delegates shall, no later than the AGM to be held in 2023 and at all times thereafter, be female and the following shall apply;

5.9.1 In 2021 not less than 1 Delegate shall be female.

5.10 In respect of the Delegates which the Schoolboys Football Association of Ireland is entitled to appoint not less than 25% of Delegates shall, no later than the AGM to be held in 2023 and at all times thereafter, be female and the following shall apply in 2021:

5.10.1 a minimum of 12 shall represent Leinster, of which not less than 3 shall be female;

5.10.2 a minimum of 9 shall represent Munster, of which not less than 2 shall be female;

5.10.3 a minimum of 5 shall represent Connacht, of which not less than 1 shall be female;

5.10.4 a minimum of 4 shall represent Ulster, of which not less than 1 shall be female;

5.11 In respect of the Delegates which the Football Association of Ireland Schools is entitled to appoint, a minimum of 2 Delegates shall be female.

5.12 Any Member entitled to appoint only 2 delegates must appoint one male and one female delegate by the time of the AGM in 2023.

5.13 For the avoidance of doubt, a Member shall not be entitled to appoint a male Delegate in substitution for the appointment of a female Delegate as required pursuant to Articles 5.5 to 5.12 inclusive.

5.14 Each Member's constitutional documents shall provide for the election or appointment of Delegates for terms not exceeding two years, subject to a maximum aggregate length of service of a Delegate of ten years provided that in electing or appointing Delegates, account shall be taken of the requirement for gender balance as specified in Articles 5.5 to 5.12 inclusive such that the terms for which Delegates are appointed facilitate the appointment of female Delegates as outlined in Articles 5.5 to 5.12 inclusive.

5.15 In calculating the maximum length of service of a Delegate, there shall be taken into account any time which the Delegate served as a member of the Council. Any Delegate who has served on the Council and as a Delegate for an aggregate period of ten years or more as at 31 July 2022 shall from that date no longer be eligible to act as, and shall be deemed to have resigned as, a Delegate.

5.16 Delegates must be appointed or elected by the appropriate body of the Member that they represent and shall produce evidence of their appointment or election in a form reasonably satisfactory to the chairperson of a general meeting on request.

5.17 A Member may, by notice in writing to the Company Secretary signed by a duly authorised representative of that Member received by the Company Secretary not less than 24 hours before the appointed time of a general meeting, appoint a substitute for any of its duly appointed Delegates to attend that meeting. The notice shall state the name of the Delegate for whom the substitute is appointed, the name of the substitute and Member whom the substitute is to represent. The Delegate for whom the substitute is appointed shall not, on service of that notice, be entitled to attend or speak or vote at the general meeting in question.

5.18 No person may act as a substitute for any Delegate if the substitute shall have previously served on the Council or as a Delegate for combined period of ten years or more.

5.19 Any person properly appointed as a substitute Delegate shall be treated as a Delegate for the purposes of Article 15 and Article 16.

5.20 No person may act as a Delegate during any period in which he or she is a Director.

6 OBLIGATIONS OF THE MEMBERS

6.1 Each Member shall:

6.1.1 promote the principal objects, principles and the interests of the Association and observe all of the regulations affecting it contained in, or effective pursuant to, this Constitution, the Regulations and the Act, as may be modified from time to time;

6.1.2 abide by the Regulations, the Constitution and any rules in place from time to time in force, as notified to the Members and in the event of any discrepancy between the terms of this Constitution or the terms of the Regulations and the constitution or regulations (or equivalent) of a Member, this Constitution and/or the Regulations shall prevail;

6.1.3 comply fully with the Statutes, regulations, directives and decisions of each of FIFA and UEFA, as published by FIFA or UEFA at all times and ensure that these are also respected by its own members;

6.1.4 ensure the election and/or ratification of the Member's governing body through a democratic process at least once every four years;

6.1.5 hold a valid meeting of its members not less than once every year;

6.1.6 take part in competitions (if applicable) and other sporting activities organised by the Association as the Association shall require;

6.1.7 pay its Membership Fee when due;

6.1.8 respect the Laws of the Game and the Beach Soccer Laws of the Game and the Futsal Laws of the Game, and shall ensure that these are also respected by its members through its own constitution or governing document;

6.1.9 adopt provisions in its own constitution or governing document specifying that:

(A) any dispute of national dimension arising from or related to the Constitution and the regulations, directives and decisions of the Association shall be referred in the last instance (i.e. after exhaustion of all internal channels within the Association) to arbitration and the final decision of such person appointed as arbitrator shall be final and binding on the parties to the exclusion of any ordinary court, unless prohibited by the laws of Ireland;

(B) any dispute of international dimension arising from or related to the FIFA Statutes, the UEFA Statutes, regulations, directives and decisions of FIFA or of UEFA shall be submitted in the last instance to CAS, as specified in the relevant provisions of the FIFA Statutes and of the UEFA Statutes;

6.1.10 manage its affairs independently and ensure that its affairs are not unduly influenced by any third parties;

6.1.11 ensure that its executive or management bodies are either elected or appointed according to a procedure that guarantees the complete independence of such election or appointment;

6.1.12 ensure that its own constitution and rules comply with principles of good governance;

6.1.13 communicate immediately to the Association any amendment to its constitution or rules and the list of its Officials (and any other persons) who are authorised signatories with the right to enter into legally binding agreements with third parties and any amendment to that list;

6.1.14 not maintain any relations of a sporting nature with entities that are not recognised by the Association or with members of FIFA, of UEFA or of the Association that have been suspended or expelled;

6.1.15 observe the principles of loyalty, integrity and good sporting behaviour as an expression of fair play through its own constitution or governing document;

6.1.16 observe the terms of admission of Members specified under Article 3 in relation to its own membership for the duration of its affiliation;

6.1.17 keep and maintain a register of members which shall regularly be updated and shall be made available to the Association on request;

6.1.18 keep minutes of their meetings and the election of members and keep detailed records of all financial transactions in line with good governance and financial principles;

6.1.19 adopt and maintain a constitution or governing document which is not inconsistent with the requirements of this Constitution;

6.1.20 appoint or elect Delegates on the terms of Article 5;

6.1.21 promote and plan for greater diversity, inclusion and gender balance within its own organisation and activities; and

6.1.22 comply with the principles of the Association as set out in the Memorandum of Association.

6.2 Each Member shall no later than 28 February in each year deliver to the Association a declaration certifying that it complies with the criteria for membership from time to time, including those set out in Article 3.2 and in Article 6.1.

6.3 Failure to comply with the obligations set out in this Article 6 may result in the automatic and immediate suspension of funding to the Member and the immediate loss of the right of the Delegates of that Member to attend and vote at General Assembly. Further sanctions may also be imposed on any Member for a breach of the obligations set out in this Article 6, which sanctions may include suspension of or expulsion from membership as provided for under Article 7.

6.4 Without limiting the generality of Article 6.2, a breach by a Member of Article 6.1.10 (Independence) may result in sanctions for that Member even if the breach was not the fault of that Member.

6.5 Each Member is responsible to the Association for any and all acts of the members of their bodies caused by the gross negligence or wilful misconduct of such members .

7 SUSPENSION OF AND EXPULSION FROM MEMBERSHIP

7.1 The General Assembly may suspend a Member from membership of the Association by an Ordinary Resolution, provided always that no Delegate appointed by the Member or Members whose suspension is the subject of the resolution shall count in the quorum at the meeting at which the resolution is put nor be entitled to vote on it.

7.2 The Board may suspend with immediate effect a Member that breaches its obligations as a Member on the terms detailed in a notice of suspension (a "**Suspension Notice**") sent by the Board to that Member. Such suspension shall be considered by the General Assembly in a general meeting convened no later than thirty (30) days following the date of the Suspension Notice in order to ratify the suspension or to determine to lift the suspension (in each case by Ordinary Resolution) provided that the Delegates of the suspended Member shall not count in the quorum at the meeting at which the resolution is put nor be entitled to vote on it.

7.3 Without limiting the powers of the General Assembly or the Board pursuant to Article 7.1 and Article 7.2 to suspend a Member, and notwithstanding the Terms of Reference of any of the Judicial Committees, the Board (in circumstances as determined by the Board in its discretion and where it forms the view that a Member's behaviour may be in contravention of the Constitution, the Regulations or a directive or decision of the Board) may:

7.3.1 review and examine the actions of any Member, Club, League, Official or Participant; and

7.3.2 as part of that process request any Member, Club, League, Official or Participant to attend a meeting of the Board or a sub-committee of the Board to assist the Board in examining the relevant actions and/or behaviours.

7.4 If following a review and (if applicable) a meeting carried out under Article 7.3, the Member, Club, League, Official or Participant refuses or fails to take such action as is in the Board's opinion necessary to remedy the issue then the Board may refer the matter to the Disciplinary Regulations Officer to investigate and determine whether or not to issue a charge against the Member, Club, League, Official or Participant in accordance with the Disciplinary Regulations.

7.5 A Member which stands suspended from membership of the Association shall not, during the period of suspension:

7.5.1 play or take part in any activity, match or fixture under the auspices of the Association and shall be ineligible to apply for or receive funding from the Association; and

7.5.2 enjoy any of the other rights or privileges of membership.

7.6 The Board shall be entitled in the case of any Member who withdraws from participation in sporting activities of the Association without permission of the Association, to suspend the rights of such Member or Members to attend and vote at general meetings, and the Delegates of any such Member or Members shall not be elected or appointed or be entitled to exercise the rights of Delegates pursuant to this Constitution and/or the Regulations, until such Member or Members have resumed participation to the satisfaction of the Board.

7.7 A suspended Member shall not during any period of suspension be entitled to send Delegates or other representatives to any meeting of or to vote at the General Assembly, or to attend or vote

at any meetings of any Provincial Association or other body or association under the jurisdiction of the Association.

7.8 A suspended Player or a suspended member of a Club or of a League shall not during the period of his or her suspension be a Delegate at any general meeting of the Association or at any meeting of any Provincial Association or other body under the jurisdiction of the Association or any board of or committee of such association.

7.9 The Association shall be entitled to publish on its website a list of suspended Members and to notify the Members in writing of the suspension of a Member.

7.10 The General Assembly may by Special Resolution expel a Member if that Member materially breaches the Constitution, the Regulations, the FIFA Statutes, the UEFA Statutes or any regulations, directives or decisions of FIFA, of UEFA, or of the Association in a manner which the General Assembly determines is detrimental, or materially or adversely affects the Association (including but not limited to the strategy of the Association to promote its principal objects) and/or the Game of Football.

7.11 The quorum of Delegates for a general meeting convened to consider a resolution to expel a Member shall be the number of Delegates which equals a majority of all Delegates representing Members eligible to attend and vote at general meeting (rounded up to the nearest whole number as required).

7.12 The Delegates of a Member whom it is proposed to expel may not vote on and shall not be considered in calculating the quorum necessary to pass any resolution for that expulsion.

8 RESIGNATION OF MEMBERSHIP

8.1 A Member may resign from its membership of the Association by giving written notice of its intention to do so, and such resignation shall have effect:

8.1.1 at a date not less than six months after its date (the "**Notice Date**"); or

8.1.2 if later, the end of the football season in relation to which the resigning Member is an organiser or a participant and which is ongoing at the Notice Date; or

8.1.3 if served during the close season, at the beginning of the subsequent season.

8.2 Written notice of resignation must be delivered to the Chief Executive.

8.3 No resignation from membership shall have effect until the Member wishing to resign has fulfilled all of its financial obligations to the Association and to the other Members of the Association.

9 TERMINATION OF MEMBERSHIP

9.1 Upon the termination of membership, howsoever arising and including but not limited to:

9.1.1 a Club being relegated from the relevant division of the League of Ireland or the women's National League or otherwise ceasing to be eligible for such divisions in accordance with Article 3.8;

9.1.2 expulsion in accordance with Article 7;

9.1.3 resignation of membership in accordance with Article 8; or

9.1.4 dissolution of the Member,

the rights and obligations of that Member shall cease immediately on the date of such relegation, expulsion, resignation or dissolution.

9.2 With effect from the date of termination of membership, no Member shall play or take part in any activity, match or fixture under the auspices of the Association and other Members may not make, maintain or entertain any sporting contact with any Member whose membership has been terminated.

9.3 Termination of membership shall not affect a Member's accrued rights and obligations at the date of termination.

10 HONORARY LIFE MEMBERSHIP

10.1 The General Assembly may, by Ordinary Resolution, bestow the title of honorary life president, honorary life vice-president or honorary life member ("**Honorary Life Members**") upon any natural person for meritorious service to the Game of Football in accordance with the procedure set out in the Regulations.

10.2 Each Honorary Life Member may receive notice of and attend and speak at general meetings, but shall not be counted in a quorum or vote at any such meeting.

10.3 Honorary Life Members are not included in the definition of Member as it is otherwise used in this Constitution.

10.4 Honorary Life Members shall hold no office with the Association and shall not be, and shall not be regarded as being, Directors or Members.

10.5 Honorary Life Members may be removed by the General Assembly by Ordinary Resolution.

11 BODIES OF THE ASSOCIATION

11.1 The Association shall be comprised of the following bodies:

11.1.1 the General Assembly;

11.1.2 the Board;

11.1.3 the Committees; and

11.1.4 the Executive.

12 ROLE OF THE GENERAL ASSEMBLY

12.1 The General Assembly is the supreme governance and legislative body of the Association and shall be comprised of the Members in general meeting, having the rights, powers, and obligations as set out in the Constitution and in the Act.

12.2 The General Assembly shall, in addition to its rights under the Act, save as disapplied or modified by the Constitution, have the power to:

12.2.1 adopt or amend the Constitution by Special Resolution;

12.2.2 adopt or amend the Electoral Code;

12.2.3 appoint Delegates in attendance at a general meeting to check the minutes of the previous general meeting;

12.2.4 Ratify the appointment of and elect and re-elect Directors in accordance with the provisions of this Constitution and the Electoral Code;

12.2.5 receive and consider the annual audited financial statements, including the consolidated financial statements and the annual report;

12.2.6 receive the budget of the Association for the upcoming financial year;

12.2.7 receive the activity report (containing the activities of the Association since the last AGM);

12.2.8 appoint the independent and external auditors as recommended by the Board;

12.2.9 Ratify the appointment of the members of the Electoral Committees, upon recommendation of the Board;

12.2.10 Ratify the appointment of the members of the Audit, Risk, Compliance and Finance Committee, upon recommendation of the Board;

12.2.11 Ratify the appointment of the members of the Judicial Committees, upon recommendation of the Board;

12.2.12 admit, suspend or expel any Member in accordance with these Articles;

12.2.13 dissolve the Association by Special Resolution and otherwise in accordance with the provisions of the Act.

12.2.14 review the provisions of this Constitution from time to time and where deemed appropriate following such review amend the provisions of this Constitution in accordance with the Act and this Constitution.

13 GENERAL MEETINGS

13.1 An AGM shall be held once in every year (not being more than fifteen months after the holding of the last preceding AGM) and at such time and place as may be prescribed by the Association at the last preceding AGM or as otherwise fixed by the Board.

13.2 Subject to the provisions of the Act, a general meeting of the Association may be held either in full or in part by electronic communications.

13.3 At least five general meetings shall be held each year, one such being the AGM.

13.4 Meetings which are not those described at Article 13.3 shall be known as EGMs.

13.5 Without prejudice to the powers of the Board to include on the agenda of any AGM such other matters as they may, in their absolute discretion, think fit, the business of the AGM shall include the following matters:

13.5.1 the receipt and consideration of the minutes of the preceding general meeting;

13.5.2 the receipt and consideration of the Association's statutory financial statements, of the report of the Board and of the report of the statutory auditors on those statements and on the report of the Board;

13.5.3 the appointment or re-appointment of statutory auditors save where they are deemed re-appointed in accordance with Section 383(2) of the Act;

13.5.4 the review of the Association's affairs;

13.5.5 the Ratification, election and re-election of Directors in accordance with Article 18 and Article 19;

13.5.6 the Ratification of the members of the Electoral Committees, of the Audit, Risk Compliance and Finance Committee and of the Judicial Committees, upon in each case, the recommendation of the Board;

13.5.7 the authorisation of the Board to fix the remuneration of the auditors;

13.5.8 the transaction of all such other business as provided for by the agenda (if any).

13.6 Members of the Electoral Committee shall supervise voting in accordance with the Electoral Code.

14 NOTICE OF GENERAL MEETINGS

14.1 Subject to section 181 of the Act, a meeting of the General Assembly, other than an adjourned meeting, shall be called in the case of an AGM or any other meeting referred to in Article 13.3 or an EGM for the passing of a special resolution, by not less than 21 days' notice, and in the case of any other EGM, by not less than 7 days' notice.

14.2 A meeting of the General Assembly shall, notwithstanding that it is called by shorter notice than that specified in Article 14.1, be deemed to have been duly called if it is so agreed by all the Members entitled to attend and vote at the meeting and the statutory auditors of the Association.

14.3 The notice of a meeting shall specify the place, the date and the time of the meeting, the general nature of the business to be transacted at the meeting and, in the case of a proposed special resolution, the text or substance of that proposed special resolution.

14.4 In determining whether the correct period of notice has been given for a general meeting, neither the day on which the notice is deemed served nor the day of the meeting for which it is given shall be counted.

14.5 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any Member or other person entitled to receive notice shall not invalidate the proceedings at that meeting.

14.6 The Board may, whenever it thinks fit, convene an EGM.

14.7 The Board shall, on the requisition of one or more Members whose Delegates hold at the date of the deposit of the requisition, not less than 10 per cent of the total voting rights exercisable at any general meeting of the Association forthwith proceed duly to convene an extraordinary general meeting of the Association.

14.8 Any requisition given in accordance with Article 14.7 shall state the purpose or agenda of the meeting and shall be signed by a Delegate of each requisitionist and deposited at the registered office of the Association and may consist of several documents in like form each signed on behalf of one or more requisitionists.

14.9 If the Board does not within 21 days after the date of the deposit of a requisition under Article 14.8, proceed duly to convene a meeting to be held within 2 months after that date (the "**requisition date**"), then not less than 50% of the requisitionists may themselves convene a meeting, but any meeting so convened shall not be held after the expiration of 3 months after the requisition date.

14.10 Any reasonable expenses incurred by the requisitionists by reason of the failure of the Board duly to convene a meeting shall be repaid to the requisitionists by the Association.

14.11 If at any time there are not sufficient Directors capable of acting to form a quorum, any Director or any Member may convene an EGM in the same manner as nearly as possible as that in which meetings may be convened by the Board.

14.12 Notice of every general meeting of the General Assembly shall be given in the manner provided for in these Articles to such persons as are under the Act and these Articles entitled to receive notices from the Association including every Member and the statutory auditors for the time being of the Association.

15 PROCEEDINGS AT GENERAL MEETINGS

15.1 The President or, in his or her absence, the Vice-President shall preside as chairperson at every general meeting. If neither the President nor the Vice-President is present within 15 minutes after the time appointed for the holding of the meeting or is present but unwilling to act, the Board shall choose one of their number to preside as chairperson for the duration of that general meeting.

15.2 No business shall be transacted at any general meeting unless a quorum of more than one half of all of the Delegates who represent Members who are entitled to attend and vote at the meeting are present at the time when the meeting proceeds to business and during the currency of the meeting.

15.3 No Member may appoint any person other than a duly elected or appointed Delegate (or a substitute duly appointed in accordance with Article 5) to represent it at a general meeting and sections 183 (as amended by section 1205) and 185 of the Act shall not apply to the Association.

15.4 Each properly authorised and appointed Delegate shall be entitled to exercise the same powers on behalf of the Member which he or she represents as that Member would exercise if it were a natural person.

15.5 If within half an hour after the time appointed for a general meeting a quorum is not present, then the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Delegates present shall be a quorum.

15.6 The chairperson of a general meeting with the consent of any meeting at which a quorum is present may (and shall, if so directed by the meeting) adjourn any general meeting from time to time, and place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of the original meeting.

15.7 The chairperson of a general meeting shall ensure that the general meeting is conducted in compliance with the Constitution and the Regulations, shall open and close the general meeting and manage the debates held at it, and, unless the General Assembly decides otherwise, grant Delegates permission to speak and conduct all discussions.

15.8 Save as otherwise provided in the Constitution, each of the Directors and the Chief Executive shall be entitled to receive notice of, and to attend, and if required speak at general meetings but shall have no right to vote at any general meeting.

16 VOTING AT GENERAL MEETINGS

16.1 Subject to Article 16.2, at any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands or by means of an electronic count unless a Ballot is demanded before any vote on the resolution is taken, whether by a show of hands or electronic count:

16.1.1 by the chairperson of the general meeting,

16.1.2 by Delegates present at the meeting representing at least three Members (but so that each Member's demand can be made by one Delegate); or

16.1.3 by any Member or Members present at the meeting by one or more Delegates where those Delegates between them represent not less than 10 per cent of the total voting rights of all the Delegates having the right to vote on behalf of Members at the meeting,

but no Member shall be compelled to vote.

16.2 Votes for:

16.2.1 the election of the President and of the Vice-President under Article 18.4;

16.2.2 the Ratification of the Football Directors other than the President and Vice President under Article 18.5 and the Independent Directors under Article 18.6; and

16.2.3 the Ratification of members of the Electoral Committees, the Judicial Committees and the Audit, Risk, Compliance and Finance Committee,

shall be decided by Ballot and not by a show of hands.

16.3 A demand for a Ballot may be withdrawn by the person or persons who have made the demand.

16.4 Votes may only be given by Delegates present in person and voting by proxy shall not be permitted.

16.5 Each Delegate, duly nominated and present in person, shall have (whether on a show of hands or on a Ballot) one vote as adjusted from time to time under the provisions of Article 4.3 to Article 4.6 (inclusive) and no Delegate may vote on behalf of any other Delegate whether for the same Member or otherwise. Section 188(2) of the Act (as amended by section 1206 of the Act) shall be modified accordingly.

16.6 No Delegate may vote unless he or she is properly appointed in accordance with Article 5 and the appointing Member's constitution.

16.7 Before each vote, the chairperson of the general meeting, or the person designated by him or her, shall read the text of the proposal aloud and explain the voting procedure to the General Assembly.

16.8 Where there is an equality of votes, whether on a show of hands or on a Ballot, the chairperson of the general meeting shall have a casting vote but, not being a Member or a Delegate, shall not be entitled to any other vote.

16.9 No Delegate shall be entitled to attend or vote at any general meeting unless all Membership Fees and any other amounts immediately payable to the Association by the Member whom that Delegate represents and which have been demanded in writing by the Association, prior to the general meeting in question, have been paid.

16.10 Subject to sections 191 to 198 of the Act, a resolution in writing signed by every Member for the time being entitled to attend and vote on such resolution at a general meeting, each acting by at least one Delegate, shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the General Assembly duly convened and held, and if described as a Special Resolution, shall be deemed to be a Special Resolution within the meaning of the Act. A resolution in writing made pursuant to this Article 16.10 may consist of one document or two or more documents in like form each signed by one or more Members. Each Member shall produce to the Board on request such evidence of its Delegate's authority to sign any such resolution as the Board may reasonably specify.

16.11 No objection shall be raised as to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairperson of the meeting whose decision shall be final and conclusive.

16.12 If any votes are given or counted at a general meeting which shall afterwards be discovered to be improperly given or counted, such discovery shall not affect the validity of any resolution or matter passed or done at the general meeting, unless an objection to such votes be taken at the same meeting and where the chairperson of the meeting shall decide that the error is of sufficient magnitude to affect such resolution or matter.

16.13 If the chairperson of the meeting shall decide that the error is of sufficient magnitude to affect the resolution or matter, the result of the resolution shall be disregarded and the resolution shall be put back to the membership for a vote.

16.14 The chairperson of the meeting shall check the result of each vote and announce it to the General Assembly.

16.15 Minutes of general meetings shall, once approved, be signed by the President as a record of the proceedings of the general meeting in question.

17 COMPOSITION OF THE BOARD

17.1 The management, governance and control of the Association shall be vested in the Board. The Board shall be constituted as set out in this Article 17 and, save as otherwise provided in these Articles, shall carry out its functions in accordance with the Constitution and with the Act.

17.2 The Board shall consist of:

17.2.1 **Football Directors**

(A) the President, nominated and elected by the General Assembly on the terms of Article 18;

(B) the Vice-President, nominated and elected by the General Assembly on the terms of Article 18;

(C) one Director nominated by the Professional Football Chamber and Ratified by the General Assembly on the terms of Article 18;

(D) one Director nominated by the Amateur and Youth Chamber and Ratified by the General Assembly on the terms of Article 18;

(E) two Directors nominated by the National Body Chamber of whom:

(1) one Director shall be nominated by the Schoolboys Football Association of Ireland representing both schoolboys and schoolgirls football; and

(2) one Director shall be nominated by the other Members of the National Body Chamber,

and Ratified by the General Assembly under Article 18; and

17.2.2 **Independent Directors**

six Independent Directors who shall be nominated and Ratified on the terms of Article 18, one of whom shall be the Independent Chairperson.

17.3 The maximum number of Directors is 12.

17.4 Subject to section 146 of the Act, each Ratification, appointment and removal of any Director shall comply with the provisions of these Articles.

18 APPOINTMENT OF DIRECTORS

18.1 The General Assembly may Ratify or appoint any person to be a Director to fill a casual vacancy and shall Ratify or appoint Directors on the terms of this Article 18. All appointments to the office of Director (whether by Ratification, election or otherwise) shall be in accordance with the Electoral Code.

18.2 No person shall be eligible for Ratification, appointment or election (including re-election) to the office of Director unless:

18.2.1 for candidates for any office of Director, he or she has skills in some or all of the following areas:

(A) football administration;

(B) financial;

(C) legal;

(D) governance;

(E) risk management;

(F) board experience;

(G) commercial experience;

(H) business management;

(I) human resource management; and

18.2.2 he or she is candidate for the office of Independent Director (including the office of Independent Chairperson) and he or she has been:

(A) recommended to the Board for appointment as an Independent Director (and where the candidate is a candidate for the office of Independent Chairperson, as the Independent Chairperson) by the Nominations Committee; and

(B) verified by the Electoral Committee as having complied with the requirements of the Electoral Code;

18.2.3 he or she is a candidate for the office of Football Director (other than the President or Vice-President) and he or she has been:

(A) nominated by a Chamber in accordance with Article 17.2 provided that each Chamber shall be entitled to nominate only one candidate per position;

(B) nominated by a Member of the same Chamber as the outgoing Football Director whom the candidate is nominated to replace (where such outgoing Football Director was nominated by a Chamber);

(C) verified by the Electoral Committee as having complied with the requirements of the Electoral Code; and

(D) included by the Board on the list of candidates for the office of Football Director for the relevant general meeting;

18.2.4 he or she is a candidate for the office of the President or the Vice-President and he or she has been:

(A) verified by the Electoral Committee as being a member of a Member or a Participant of a Member;

(B) nominated by not less than four Members (with a minimum of one nomination from each of two Chambers) to hold the office of President or Vice-President, as the case may be;

(C) verified by the Electoral Committee as having complied with the requirements of the Electoral Code; and

(D) included by the Board on the list of candidates for the office of President or Vice-President for the relevant general meeting.

18.3 It shall be a requirement in respect of any candidate for the office of Director that the Electoral Committee shall have confirmed to the Board in writing that each such candidate has satisfied the requirements of the Electoral Code.

18.4 The appointment or election of any candidate for the office of President or Vice-President shall be by Ordinary Resolution of the General Assembly on a Ballot. If any such Ordinary Resolution is not passed, the relevant office shall remain vacant.

18.5 The Ratification of any candidate for the office of Football Director, save for candidates for the office of President or Vice-President, shall be made in accordance with the Electoral Code.

18.6 The Ratification of any candidate for the office of Independent Director shall be made in accordance with the Electoral Code.

18.7 Only one Director will be elected or appointed to office on a vote taken in accordance with Article 18.5 and Article 18.6 and no such vote shall be a made on a motion to appoint two or more persons to the office of Director by a single resolution unless, before any vote is taken, a resolution that it shall be so made has first been agreed to by the meeting without any vote being given against it.

18.8 The continuing Directors may act notwithstanding any vacancy on the Board, but if the number of Directors falls below the minimum necessary quorum as determined by these Articles, the Directors may act for the purpose of summoning a general meeting of the Association but for no other purpose.

18.9 The Directors may not appoint any Directors, either as additional Directors or to fill a vacancy and section 144 of the Act is modified accordingly.

18.10 No person who was a Director of the Association in any period prior to 1 July 2019 is eligible for nomination, appointment, election or Ratification to the Board.

19 ROTATION OF DIRECTORS

19.1 Each Director (other than the President and Vice President) shall:

19.1.1 subject to Article 19.5, be appointed or Ratified under Article 18 or elected or Ratified under this Article 19 for terms of two years; and

19.1.2 be entitled to serve as Director for a maximum period of eight years and for the purpose of calculating that maximum period, all service as a Director shall be taken into account including, where relevant, service determined in accordance with Article 19.4.

19.2 The President and the Vice President shall:

19.2.1 be appointed or Ratified under Article 18 or elected or Ratified under this Article 19 for terms of two years; and

19.2.2 be entitled to serve in each such office for a maximum period of four years, and for the purpose of calculating that maximum period, all service as President or Vice- President, as the case may be, shall be taken into account including any service in the relevant office determined in accordance with Article 19.4.

19.3 If a then serving Director is elected, Ratified or appointed to the office of Vice President and is subsequently elected, Ratified or appointed to the office of President, that Director shall be entitled to serve aggregate terms as a Director of a maximum of ten years. For the purposes of calculating that period of ten years, all service as Director (including all service as President and as Vice-President) shall be taken into account including any service determined in accordance with Article 19.4.

19.4 For the purposes of calculating length of service, the prior service of each Director at the adoption of this Constitution shall be deemed to be:

19.4.1 where such Director has served not less than eighteen months as a Director, two years; and

19.4.2 where such Director has served less than eighteen months as a Director, one year.

19.5 At the first general meeting after the adoption of these Articles, all of the Directors shall retire from office and shall be entitled to offer themselves for re-election. At that general meeting:

19.5.1 a President and a Vice-President shall each be elected for a two year term;

19.5.2 two Football Directors and three Independent Directors shall each be Ratified for a one year term; and

19.5.3 two Football Directors and three Independent Directors (including the Independent Chairperson) shall each be Ratified for a two year term.

19.6 The terms described in Articles 19.5.2 and Article 19.5.3 shall be known as the "**First Rotation Terms**".

19.7 The Directors to be elected or Ratified under Article 19.5.2 and the Directors to be elected or Ratified under Article 19.5.3 shall be determined by lot (which shall be conducted at the general meeting by the President) save for the Independent Chairperson, who shall be one of the Independent Directors elected or Ratified under Article 19.5.3.

19.8 At the AGM held in a year in which one or other set of First Rotation Terms expire, the Directors whose First Rotation Terms will expire or have expired that year shall retire but may offer

themselves for re-election and each Director who is elected or Ratified at that AGM shall be elected or Ratified by the General Assembly for a term of two years.

19.9 At all subsequent AGMs, each Director (other than the President and the Vice-President) who is serving a term which commenced at the AGM held in the year two years before the AGM in question shall retire from office and shall be entitled to offer themselves for re-election, subject to the term limits contained in this Article 19.

19.10 At the third AGM after the adoption of these Articles (being the AGM for 2023) and at every second AGM thereafter, the President and the Vice-President shall retire from office and shall, subject to the term limits specified in Articles 19.2 and 19.3, be entitled to offer themselves for re-election.

19.11 No person shall be eligible for Ratification or election or re-election to the office of Director (whether offering themselves for election or re-election or not) unless he or she has complied with the relevant provisions of Article 18.2 and 18.3 and of the Electoral Code.

19.12 All elections and Ratifications of Directors under this Article shall be made by the General Assembly.

19.13 Notwithstanding any terms lengths or term limits provided for in this Article 19:

19.13.1 Directors' terms shall begin and end in general meetings of the Association and any reference to a Director's term being of a period of years shall be deemed to be to such period as close to the stated term as may be, given that the Association's AGMs may not be held on the same day in each year; and

19.13.2 a Director shall be entitled to continue to hold the office of Director until:

(A) on a question of whether a Director has reached his or her maximum length of service, the AGM in the year in which that Director's maximum length of service ends (so that, by way of example, a Director shall not be deemed to have vacated, and shall not vacate, his or her office on the eighth anniversary of the date on which he or she first became a director if the AGM in that year falls after such anniversary); and

(B) the completion of any nomination, election or Ratification process relating to their directorship following their first appointment or Ratification as a Director,

unless (in either case) he or she otherwise resigns or is removed or is not re-elected or his or her office is vacated on the terms of this Constitution or of the Act.

19.14 A Director who serves as Vice-President may go on to serve as President but a Director who serves as President may not go on to serve as Vice-President.

19.15 Directors may serve non-consecutive terms on the Board, subject to the term limits and other eligibility requirements of the Electoral Code and this Constitution.

20 REMOVAL FROM THE BOARD

20.1 The General Assembly may by Ordinary Resolution remove any Director before the expiration of his or her period of office, notwithstanding anything in these Articles or in any agreement between the Association and such Director.

20.2 The office of Director shall be vacated:

20.2.1 automatically if he or she becomes prohibited or disqualified from being a director by reason of any law or order made under the Act; or

20.2.2 automatically if he or she absents himself from three consecutive meetings of the Board without special leave of absence from, or reason satisfactory to the Board; or

20.2.3 if he or she is guilty of conduct likely to bring discredit on the Association, the Board or the Game of Football and the Directors resolve to remove him or her; or

20.2.4 automatically if he or she dies in office; or

20.2.5 automatically, if he or she resigns in writing; or

20.2.6 if his health is such that he or she no longer has adequate decision-making capacity and the Directors resolve to remove him or her; or

20.2.7 if he or she is subject to a declaration of restriction and the Directors resolve to remove him or her; or

20.2.8 automatically if he or she is sentenced to a term of imprisonment; or

20.2.9 automatically if he or she directly, or indirectly, receives payment for services from the Association beyond payments authorised under the Memorandum; or

20.2.10 automatically if the declaration made by that Director pursuant to the Electoral Code becomes or is demonstrated to be inaccurate or incorrect in a material respect,

and section 148 of the Act shall be varied accordingly.

21 REGULATION OF MEETINGS OF THE BOARD

21.1 The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, at all times subject to compliance with the provisions of the Constitution, the Regulations, the Act and the requirements of any relevant regulatory bodies in each such case in accordance with generally accepted principles of corporate governance.

21.2 The Board shall hold a minimum of 12 meetings every year.

21.3 A Director may, and the Company Secretary on the requisition of a Director shall, at any time summon a meeting of the Board.

21.4 All Directors shall be entitled to reasonable notice of any meeting of the Board.

21.5 The quorum for the transaction of the business of the Board shall be seven members of the Board, including a minimum of three Independent Directors and three Football Directors. Section 160(6) of the Act shall be modified accordingly.

21.6 A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Board shall be as valid as if it had been passed at a meeting of the Directors duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors, including by electronic signature. Any such resolution in writing may consist of several documents in like form, each signed by one or more of the Directors and for all purposes shall take effect upon receipt at the registered office of the Company of all such several documents, by post, by facsimile transmission or by electronic communication or otherwise.

21.7 Any Director may participate in a meeting of the Board by means of a conference or other telecommunication facility between some or all of the Directors who are not all in one place, but each of whom is able (directly or by means of telephonic, video or other electronic communication) to speak to each of the others and to be heard by each of the others. Any Director so participating in such a meeting will be deemed to be present in person at such meeting and shall be entitled to vote and be counted in a quorum. Accordingly, where a Director is unable to speak or be heard by the other Directors during a meeting being held by a conference or other telecommunication facility, but where a quorum is present without counting such Director, the meeting may proceed to consider the business of the meeting.

21.8 All acts done by any Director, or by any person acting bona fide as a member of either or any other body nominated by the Board, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of the Director, or person or body acting as aforesaid, be as valid as if such Director or person or body had been duly appointed and was qualified to act.

21.9 Meetings of the Board shall be chaired by the Independent Chairperson on the terms of Article 26.

22 VOTING AT MEETINGS OF THE BOARD

22.1 Questions arising at any meeting of the Board shall be decided by a majority of votes.

22.2 Where there is an equality of votes at a meeting of the Board, the President (or in his absence, the Vice-President) shall have a second or casting vote and section 160(2) of the Act shall be varied accordingly.

22.3 A Director shall not vote in respect of any contract, appointment or arrangement in which he or she is interested and he or she shall not be counted in the quorum present at the meeting during the time when the contract, appointment or arrangement is discussed and voted upon.

23 POWERS OF THE BOARD

23.1 The business of the Association shall be managed by the Board, who may exercise all such powers of the Association as are not, by the Act or by this Constitution, required to be exercised by the Association in general meeting, but subject to:

23.1.1 the provisions of this Constitution;

23.1.2 the provisions of the Act; and

23.1.3 such directions, not being inconsistent with the foregoing provisions, as the General Assembly may by Special Resolution give, provided that no direction given by the General Assembly shall invalidate any prior act of the Board which would have been valid if that direction had not been given.

23.2 The Board shall have such powers which are necessary, subsidiary and ancillary to the principal objects and which powers may only be exercised in promoting the principal objects, and shall extend to doing any act or thing which appears to it to be requisite, advantageous, or incidental to, or to facilitate the attainment of, the principal objects, subject to:

23.2.1 the provisions of this Constitution;

23.2.2 the provisions of the Act; and

23.2.3 such directions, not being inconsistent with the foregoing provisions, as the General Assembly may by Special Resolution give, provided that no direction given by the General Assembly shall invalidate any prior act of the Board which would have been valid if that direction had not been given.

23.3 Without prejudice to the generality of Articles 23.1 and 23.2, those Articles operate to enable, subject to any limitations contained in them, the Directors to exercise all the powers of the Association to borrow money and to mortgage or charge its undertaking and property or any part of its undertaking and property **provided that** after the date of adoption of this Constitution, the Directors may not without the prior approval of the General Assembly by Ordinary Resolution cause, allow or arrange for the Association to borrow in any individual transaction a sum in excess of three million euro (€3,000,000) at any time:

23.4 The proviso in Article 23.3 shall not:

23.4.1 apply to any amounts borrowed or arranged to be borrowed by the Association (whether drawn down or not and whether outstanding or not) on or prior to the date of adoption of this Constitution;

23.4.2 apply cumulatively; or

23.4.3 operate to impose a cap on the overall borrowings of the Association at any given time.

24 PRESIDENT

24.1 The President shall chair meetings of the General Assembly but, for the avoidance of doubt, shall not be a Member or a Delegate and shall not be entitled to vote at general meeting, save where there is equality of votes, in which case the President (or in his absence, such other person who may chair a meeting) shall have a casting vote.

24.2 Where the President ceases to hold the office of President, such person shall automatically cease to be a Director on the date of termination of his or her role of President and the provisions of Article 18 and Article 19 and the Electoral Code shall apply to the election of the new President.

24.3 Where the President ceases to be a Director, such person shall automatically cease to be President on the date of termination of his or her office of Director.

24.4 The President shall represent the Association in a manner appropriate to his to her position.

24.5 The President, in conjunction with the Chief Executive, shall be responsible for ensuring that scheduled meetings of General Assembly are held, with advance notice of agenda given to those entitled to attend.

24.6 The President shall support the Board and the Independent Chairperson and ensure in conjunction with the Independent Chairperson that the collective decision making of the Board is supported and safeguarded.

24.7 The President (or such other person as may be nominated for this purpose by the Board from time to time) shall represent the Association at major football events and functions and at FIFA meetings, at UEFA meetings and other meetings as deemed necessary.

24.8 The President should have knowledge of this Constitution and the Regulations and shall make his experience and understanding of the ethos and interests of the Game of Football available to the Board.

24.9 Without limiting the powers of the Association or of any Director, the following communications should, where practicable, be signed by the President:

24.9.1 official communications from the Association to the General Assembly as a co-signatory with the Independent Chairperson; and

24.9.2 official communications to the President of FIFA, to the President of UEFA or to another member association of FIFA or UEFA.

25 VICE-PRESIDENT

25.1 In the absence of the President, the Vice-President shall undertake the duties of the President.

25.2 Where the Vice-President ceases to hold the office of Vice-President, such person shall automatically cease to be a Director on the date of termination of his or her role of Vice- President.

25.3 Where the Vice-President ceases to be a Director, such person shall automatically cease to be Vice-President on the date of termination of his or her office of Director.

25.4 The Vice-President shall have knowledge of this Constitution and the Regulations and shall make his experience and understanding of the ethos and interests of the game available to the Board.

25.5 Where required the Vice-President (or such other person as may be nominated for this purpose by the Board from time to time) shall represent the Association at major football events and functions and at FIFA, at UEFA and other meetings.

26 INDEPENDENT CHAIRPERSON

26.1 The Independent Chairperson shall chair meetings of the Board. Where there is an equality of votes at a meeting of the Board, the President (or in his absence, the Vice-President) shall have a second or casting vote and the Independent Chairperson shall not have a casting vote and section 160(2) of the Act shall be varied accordingly.

26.2 Where the Independent Chairperson is not present or is unwilling to act as chairperson at any meeting, the Directors present shall elect a chairperson from among their number to chair that meeting.

26.3 The Independent Chairperson shall be responsible for the effective management of the Board's agenda and for making adequate time available for discussion of agenda items, in particular strategic issues.

26.4 The Independent Chairperson is responsible for providing overall leadership to the Board and for its effectiveness in all aspects of its role including in the setting of strategy and direction and in ensuring that the targets contained in the Association's strategy are achieved.

26.5 The Independent Chairperson shall act as the primary link between the Board and the Chief Executive and the Executive and ensure that the Association is managed in accordance with the decisions of the Board.

26.6 The Independent Chairperson is responsible for ensuring that good relations are maintained with the Association's strategic stakeholders and for ensuring that the Board's communication with stakeholders is effective.

26.7 The Independent Chairperson is responsible for ensuring that the Association operates in accordance with its legal, regulatory and governance obligations.

26.8 The Independent Chairperson shall display high standards of integrity and probity and set expectations regarding culture, values and behaviours and the tone of discussions at Board level.

26.9 The Independent Chairperson is responsible for setting the ethical tone of the Board and shall promote a culture of openness and debate by facilitating the effective contribution of the Executive and all Board members.

26.10 The Independent Chairperson is responsible for ensuring that the Board receives accurate, timely and clear information to enable the Directors to make informed decisions.

26.11 The Independent Chairperson is responsible for ensuring that the work of the Board takes proper account of the views expressed by the General Assembly and reporting on behalf of the Board to the General Assembly. Such communications are to be co-signed by the President.

27 COMMITTEES

27.1 The Association shall have the following Committees:

27.1.1 the Business Committees, with such functions as the Directors shall determine;

27.1.2 the Technical Committees;

27.1.3 the Football Committees;

27.1.4 the Audit, Risk Compliance and Finance Committee;

27.1.5 the Judicial Committees; and

27.1.6 the Electoral Committees.

27.2 Subject to Article 27.12, all Committees shall have Terms of Reference which shall be approved by the Board and with which they shall comply.

27.3 The Board may establish such ad hoc committees as the Board deems appropriate from time to time, which shall be Board Committees and, without prejudice to section 40 of the Act, the Directors may delegate any of their powers to such person or persons as they think fit, including Committees.

27.4 Each Board Committee shall, in the exercise of the powers delegated to it, conform to any regulations that may be imposed on it by the Directors, including but not limited to those contained in the regulations and the applicable Terms of Reference.

27.5 The Board Committees shall be responsible to and report to the Board, in accordance with the Terms of Reference for such Committee.

27.6 The Board shall appoint the chairpersons of the Board Committees.

27.7 No person who was a former member of the Board as at 1 July 2019 may be a member of a Committee.

27.8 No person other than a Director, a member of the Referees Committee or a member of the Women's Football Strategic Committee may be a member of more than one Committee.

27.9 No person may be a member of a Committee if he or she has served more than eight years in the aggregate on any Committee or Committees.

27.10 The appointment of members of the Board Committees shall be made by the Board in accordance with the Terms of Reference of the relevant Committee.

27.11 The appointment of members of each of the Judicial Committees, the Audit, Risk, Compliance and Finance Committee and each of the Electoral Committees, including their chairpersons, shall be made in accordance with the Terms of Reference of the relevant Committee or Regulations subject to such appointments being Ratified by the General Assembly.

27.12 The Audit, Risk, Compliance and Finance Committee, each of the Judicial Committees and each of the Electoral Committees shall, in the exercise of the powers delegated to it, comply with and be governed by any rules and regulations, including its Terms of Reference, that may be approved by the General Assembly.

27.13 Any member of a Committee may participate in a meeting of such Committee by means of a conference or other telecommunication facility between some or all members of the Committee who are not all in one place, but each of whom is able, (directly or by means of telephonic, video or other electronic communication) to speak to each of the others and to be heard by each of the others. Any member of a Committee so participating in such a meeting will be deemed to be present in person at such meeting and shall be entitled to vote and be counted in a quorum. Accordingly, where a member of a Committee is unable to speak or be heard by the other Committee members during a meeting being held by a conference or other telecommunication facility, but where a quorum is present without counting such Committee member, the meeting may proceed to consider the business of the meeting.

27.14 All acts done by any member of a Committee, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of the member of such Committee, or person or body acting as aforesaid, be as valid as if such member of such Committee or person or body had been duly appointed and was qualified to act.

28 EXECUTIVE

28.1 The Executive shall be the executive, operational and administrative body of the Association and shall carry out such functions of the Association as may from time to time be delegated to it by the Board.

28.2 The Executive shall be under the direction of the Chief Executive and shall act at all times subject to the powers and functions delegated to the Executive by the Board.

28.3 The Chief Executive shall be appointed by the Board on the terms of such nomination and selection procedure as the Board may from time to time determine.

28.4 The members of the Executive, being employees of the Association, are bound by the Constitution and the Regulations and shall carry out the functions delegated to them by the Board diligently and in good faith.

28.5 The Executive shall be led by the Chief Executive who shall be appointed by the Board and employed by the Association as a paid official. The remuneration and terms of engagement of the Chief Executive shall be decided by the Board on the recommendation of the Executive Performance and Remuneration Committee. The Chief Executive shall not be a member or officer of, or connected officially or otherwise with, any Member. The Chief Executive or his nominee shall, if so invited by the Board, attend meetings of the Board and shall, in any event, perform all duties which the Board from time to time may require.

28.6 The Chief Executive shall (at all times subject to the direction and decision of the Board) be responsible for:

28.6.1 running the day to day operations of the Association;

28.6.2 implementing decisions passed by the General Assembly;

28.6.3 attending the General Assembly and meetings of the Board and the Committees (when invited);

28.6.4 organising the General Assembly and meetings of the Board and other bodies of the Association;

28.6.5 compiling the minutes for the meetings of the General Assembly, Board and Committees;

28.6.6 managing and keeping the accounts of the Association;

28.6.7 managing and dealing with the correspondence of the Association;

28.6.8 the relations with the Members, Committees, FIFA and UEFA under the direction of the Board;

28.6.9 organising the Executive;

28.6.10 appointing and dismissing staff working in the Executive;

28.6.11 providing the Electoral Committee with logistic and operative support for the elections; and

28.6.12 any additional responsibilities and duties delegated to the Executive from time to time by the Board.

29 COMPANY SECRETARY

29.1 The Board may appoint an assistant or deputy Company Secretary and any provision in these Articles requiring or authorising a thing to be done by or to the Company Secretary shall be satisfied by it being done by or to the assistant or deputy Company Secretary.

29.2 A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Company Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Company Secretary.

29.3 The Directors shall ensure that the person appointed as Company Secretary has the skills or resources necessary to discharge his statutory and other duties.

30 REGULATIONS OF THE ASSOCIATION

30.1 The Board may adopt, change, review, update and amend Regulations.

30.2 The General Assembly may direct the Board to review, update or amend the Registration Regulations, the Disciplinary Regulations or any other Regulation by way of a resolution passed by not less than two thirds of the members present and entitled to vote at the general meeting in question if such Regulation or Regulations are inconsistent with the FIFA Statutes, the UEFA Statutes or the regulations of FIFA or of UEFA. The Board shall, within a reasonable time of the passing of such resolution implement its terms provided that no such amendment or update to the Regulations is inconsistent with this Constitution.

30.3 All new Regulations and amendments to existing Regulations shall be notified to the Members and the Board shall distribute the changed Regulations among the Members and publish the new or amended Regulations on its website.

30.4 Amendments to the Regulations will come into effect 10 days after notification of such amendments by the Board in writing to the Members unless for any reason changes to Regulations are required to be implemented in a shorter time period in which case the Association shall notify Members of the change immediately and it will come into effect on the date of such notification to Members.

30.5 The Board and the Members shall abide by the Regulations insofar as the Regulations are not inconsistent with this Constitution.

31 THE SEAL

31.1 The Association shall have a common seal which shall be under the charge of the Board.

31.2 The Seal shall be used only by the authority of the Board or of a Committee authorised by the Board in that behalf.

31.3 Any instrument to which the Seal shall be affixed shall be signed by a Director or by some other person appointed for the purpose by the Directors or by such Committee of them and shall be countersigned by a second Director or by the Company Secretary or by some other person appointed or authorised by the Directors for that purpose.

32 ACCOUNTS

32.1 The Board shall cause or shall delegate to the Executive to cause adequate accounting records to be kept relating to:

32.1.1 all sums of money received and expended by the Association and the matters in respect of which the receipt and expenditure takes place;

32.1.2 the assets and liabilities of the Association; and

32.1.3 all sales and purchases of goods by the Association.

32.2 Adequate accounting records shall be deemed to have been maintained if they explain the Association's transactions and facilitate the preparation of financial statements that give a true and fair view of the assets, liabilities, financial position and profit or loss of the Association.

32.3 The accounting records shall be kept at the registered office of the Association or, subject to section 283 of the Act, at such other place as the Board thinks fit, and shall at all reasonable times be open to the inspection of the Board.

33 AUDIT

33.1 The financial year end of the Association shall be such date as the Board may decide, subject to the provisions of the Act.

33.2 The Association at each AGM shall appoint auditors to hold office until the next AGM and to carry out a yearly audit of the accounts of the Association and the following provisions shall have effect:

33.2.1 an officer or member of the Board shall not be capable of being appointed statutory auditor of the Association.

33.2.2 every statutory auditor of the Association shall have a right of access at all times to the books and accounts and vouchers of the Association and shall be entitled to receive from the Association, the Company Secretary, the Executive and any Committee, all such information and explanations as may be necessary for the performance of the duties of the auditor.

33.3 Auditors shall be appointed and their duties regulated in accordance with the relevant provisions of the Act.

34 NOTICES

34.1 A notice to be served in pursuance of the Act may be served by the Association to any Member either in writing or by electronic means subject to the provisions of this Article 34 and the Act.

34.2 A notice in writing may be served on or given to the Member in one of the following ways:

34.2.1 by email or other electronic means (including being made available or displayed on a website);

34.2.2 by delivering it by hand to the Member or his authorised agent;

34.2.3 by leaving it at the usual, registered or notified address of the Member; or

34.2.4 by sending it by post in a prepaid letter or by courier to the usual or notified address of the Member,

and each of the Members hereby consents to the above means being used and further agrees to provide the Association with an email address to which notices may be served or given.

34.3 Any notice or documents served, delivered or given in accordance with the provisions of Article 34.2 shall be deemed, in the absence of any agreement to the contrary between the Association and the Member, to have been served or given:

34.3.1 in the case of service by email or other electronic means, 12 hours after dispatch;

34.3.2 in the case such notice or document is given, served or delivered by being made available or displayed on a website, 12 hours after being made so available or so displayed;

34.3.3 in the case of its being delivered, at the time of delivery (or, if delivery is refused, when tendered);

34.3.4 in the case of it being left, at the time that it is left;

34.3.5 in the case of it being posted (to an address in the State) on any day other than a Friday, Saturday or Sunday, 24 hours after dispatch and in the case of its being posted (to such an address):

(A) on a Friday – 72 hours after dispatch; or

(B) on a Saturday or Sunday – 48 hours after dispatch;

34.3.6 in the case of it being posted (to an address outside the State) on any day other than a Friday, Saturday or Sunday, 24 hours after dispatch and in the case of its being posted (to such an address):

(A) on a Friday – 168 hours after dispatch; or

(B) on a Saturday or Sunday – 120 hours after dispatch,

but subject to section 181(3) of the Act regarding notice of general meetings.

34.4 The non-receipt of a notice of any general meeting, or meeting of the Board or of a Committee by any member of such bodies shall not invalidate the proceedings at such meetings.

35 USE OF ELECTRONIC COMMUNICATION

Notwithstanding any other provision of these Articles, whenever any person (including without limitation the Association, the Board, a Director, the Company Secretary, any officer of the Association, any member of any Committee, any member of the Executive, a Member or any other person) is required or permitted by these Articles or otherwise to give or receive information in writing such information may be given or received in electronic form, whether as an electronic communication or otherwise in such manner or form and subject to such terms, conditions or restrictions as the Directors may, subject to the Act, determine or approve from time to time in their absolute discretion.

36 INDEMNITY

Subject to the provisions of the Act, every Director or member of a Committee appointed by the Board or by the General Assembly or any agent of the Board or of such a Committee, auditors, Company Secretary, Executive and every other officer for the time being of the Association shall be indemnified out of the assets of the Association against any liability incurred by any of them in defending any proceedings, whether civil or criminal, in relation to their acts while acting in such capacity where judgment is given in their favour or in which they are acquitted, or in connection with any application under section 233 of the Act in which relief is granted to them by the Court.

37 JURISDICTION AND ARBITRATION

37.1 Subject to the exhaustion of all internal dispute resolution channels of the Association, disputes relating to the Game of Football, the application of this Constitution or the Regulations either

37.1.1 within the Association; or

37.1.2 affecting Members, Clubs, Leagues, members of Clubs, Players, Participants and Officials,

shall be referred to arbitration in accordance with the Regulations and the final decision of such person appointed as arbitrator shall be final and binding on the parties to the exclusion of any ordinary court, unless prohibited by the laws of Ireland.

37.2 Disputes of international dimension arising from or related to the relevant provisions of the FIFA Statutes and the UEFA Statutes, regulations, directives and decisions of FIFA or of UEFA shall be submitted in the last instance to CAS over the matters of an international dimension specified in any relevant provisions of the FIFA Statutes and the UEFA Statutes.

37.3 The Association shall have jurisdiction on internal national disputes in relation to the Game of Football.

37.4 FIFA and/or UEFA shall have jurisdiction on international disputes in relation to the Game of Football to which the Association is party, including but not limited to disputes between parties belonging to different national associations or confederations, in accordance with the relevant regulations and with the FIFA Statutes and UEFA Statutes.

37.5 The Association and the Members shall comply with any final decision made by any body having jurisdiction under this Article 37.

WE, the several persons whose names and addresses and descriptions are subscribed are desirous of being formed into an Association in pursuance of this Memorandum of Association.

Names, Addresses and Descriptions Of Subscribers	Number of Shares taken by each Subscriber.

Oscar Traynor T.D.,
14 Dollymount Avenue,
Dublin.
Minister of State.

Peadar Halpin,
14, Vincent Avenue,
Dundalk,
Co Louth.
Foreman Cooper.

Liam Rapple,
12, Croyden Gardens,
Fairview,
Dublin.
Civil Servant.

Richard Doran,
2, Claremont Park Estate,
Sandymount,
Dublin.
Commercial Traveller.

Tomas Scolaige,
3, Leeson Park,
Dublin.
Retired Army Officer.

S.R. Prole,
12, Kincora Terrace,
Dundalk,
Co. Louth.
Railway Official.

Leo A. Cleary
66, Leinster Road,
Rathmines,
Dublin.
Civil Servant.

Dated this 24th day of May, 1958.

Witness to above Signatures:
Jos. I. Wickham,
80 Merrion Square, Dublin – Company Secretary, The Football Association of Ireland.

SECTION 2
Definitions and Interpretation

The following definitions are in addition to Definitions contained in the Constitution.

DEFINITIONS

In the interpretation of the following sections and appendices contained in this handbook the following words and expressions which have not been defined in the Constitution shall have the meanings so defined and words importing the singular shall include the plural, and vice versa, words importing the masculine include the feminine and words importing persons shall include bodies corporate.

Any Definitions not provided hereunder but contained within FIFA and UEFA Statutes, Regulations and Codes are incorporated into the documents contained in this handbook and any other relevant document of the Association**.** In addition, the following terms and expressions shall, unless the context otherwise requires, have the following meanings:

"**Day(s)**" shall exclude Saturdays, Sundays and public holidays unless the rule specifies calendar days.

"**DCU**" means the Disciplinary Control Unit.

"**Domestic Competitive Match**" shall mean all competitions within the League the Player is registered with.

"**Manager**" means the Official of a Club responsible for selecting a team.

"**Match**" means a football match sanctioned by the Association or an Affiliated Member.

"**Match Agent**" means a natural person employed to arrange matches and is licensed in accordance with FIFA regulations.

"**Match Delegate**" means an individual appointed to furnish a report on a Match.

"**Match Officials**" means referees and assistant referees and includes reserve officials, additional assistant referees and fourth officials.

"**Participation Agreement**" sets out the terms and conditions which each participant Club in The FAI National League agrees to adhere to, including inter alia; The FAI National League's format and operation, its Disciplinary Procedures, Commercial Rules and The FAI Club Licensing Scheme.

SECTION 3
Organisational Regulations

REGULATION 1.PURPOSE AND SCOPE

1. These Regulations specify general principles regarding the internal organisation of The FAI based on the fundamental structure as set out in The FAI Constitution. They also supplement the relevant provisions in The FAI Constitution.
2. Non-possession of any Regulation cannot be pleaded as ignorance of any of the provisions contained in such Regulation.

REGULATION 2.ISSUE AND AMENDMENT OF REGULATIONS

1. The Board have the power under the Constitution to issue and amend Regulations subject at all times to the provisions of the Constitution.
2. Members may submit suggested alterations to the Constitution and any Regulations or policies of the Association.
3. Such suggestions should be sent to the Company Secretary of the Association and will be considered by the Governance Committee. If the proposal is rejected, the Company Secretary shall notify the Member of the rejection in writing as soon as is practical, setting out the reasons (if any) for the rejection.
4. If the proposal relates to an alteration to the Constitution and is approved, the Board shall include the proposal in the agenda for the next general meeting of the General Assembly of the Association.
5. If the proposal relates to an alteration to a Regulation of the Association, the alteration must be approved by the Board and will be communicated to the Members and it shall become effective as per the procedure outlined in the Constitution.

REGULATION 3. OBLIGATIONS OF LEAGUES, CLUBS AND PARTICIPANTS

The Leagues, Clubs and Participants of Members of the Football Association of Ireland have the following obligations where appropriate;

1. To abide by the Constitution and Regulations of The FAI and any rules or regulations in place from time to time in force as notified to the Members and the rules of any competition in which they are participating.
2. To be bound by and comply with any decision of The FAI Judicial Committees.
3. To safeguard children and vulnerable adults involved in the game of Association Football in Ireland, to take such steps as may be deemed necessary to fulfil this obligation and to comply with all legislation, rules, regulations, codes, policies, guidelines, directives and decisions in respect of child protection and welfare. In particular, Members, Leagues and Clubs shall ensure compliance with Child Welfare and Safeguarding Regulations prior to admitting a person to membership of their organisation.
4. To comply fully with the statutes, rules, regulations, codes, policies, plans, directives and decisions of FIFA, UEFA and the Football Association of Ireland at all times and to ensure that these are also respected by its members.
5. To respect the Laws of the Game as laid down by International Football Association Board and to ensure that these are also respected by its members through a statutory provision;

REGULATION 4. AFFILIATION FEES

1. Clubs and Leagues shall pay the prescribed annual FAI affiliation fee to their appropriate Member on or before a date to be determined by that Member.

2. The Members shall be obliged to pay their affiliation fees to The FAI on an annual basis. The prescribed annual affiliation fee shall be paid on or before 31st December in the year that the season commenced. A list of all teams, clubs and leagues shall be provided to The FAI with the annual affiliation fee by the Members.

REGULATION 5. RULES OF LEAGUES AND CLUBS

1. The Rules, Regulations or Constitution of all Leagues and Clubs must be in conformity with the Constitution and Regulations of The FAI and the statutes and regulations of FIFA and UEFA. In the event of any discrepancy between the Constitution and Regulations of The FAI and the Rules, Regulations or Constitution of Leagues and Clubs, the Constitution and Regulations of The FAI shall prevail.
2. The Association shall have the power at any time to make inquiries into the working of any Member, League or Club and to deal with same as it thinks fit provided that all proper procedures are duly followed and such Member, League or Club shall provide the Association with such information as the Association may reasonably request.

REGULATION 6. RULEBOOKS & LIST OF MEMBERSHIP

1. Approved constitutions and or rulebooks together with a list of current membership may be requested from Members by the Association on an annual basis. The Association shall have the power to review the Rules of all Members.

REGULATION 7. PRODUCTION OF DOCUMENTS

1. The Association shall have power to call upon Members, Leagues, Clubs, Officers, and Participants to produce any financial records, letters, documents and other evidence which the General Assembly or the Board may request.

REGULATION 8. AFFILIATED MEMBERS AGM

1. No affiliated Member of the Association may hold its AGM later than the third Monday in June of each year unless by special permission of the Association.

REGULATION 9 EXPENSES

1. Members of the General Assembly and persons assisting the Association in its functions shall be paid such expenses and/or fees in line with the policy laid down by the Audit, Risk, Compliance and Finance Committee, and as approved by it.

REGULATION 10. HONORARY LIFE PRESIDENTS, VICE-PRESIDENTS AND MEMBERS

1. The General Assembly is responsible for bestowing the title of Honorary President, Honorary Vice-President or Life Member upon any natural Person for meritorious service to the Game of Football.
2. The title of Honorary Life President shall only be bestowed in exceptional circumstances and where the person being appointed has made a major contribution to the success of the Association.
3. The title of Honorary Life Vice President shall only be bestowed on former Presidents of the Association
4. Participants who have given in aggregate twenty (20) years' service to the Game of Football shall be considered as eligible for Honorary Life Membership.
5. The General Assembly will bestow such title to not more than one person per annum or in exceptional circumstances two persons.

6. In order for such a title to be bestowed on a person a Member must send a recommendation to the Board by 1st March each year, or such other dates specified by the Board, on the relevant form supplied by the Company Secretary outlining the reasons for the recommendation, such recommendation must be signed by the secretary of the Member proposing the recommendation and by the secretary of the Member seconding the recommendation.
7. The Board of The FAI shall consider all recommendations made.
8. If the proposal is rejected, the Board shall notify the Member of the rejection in writing as soon as is practical, setting out the reasons (if any) for the rejection.
9. If the proposal is approved, the Board shall include the proposal in the agenda for the Annual General Meeting of the General Assembly of the Association.
10. Honorary Life Presidents, Vice-Presidents and Members shall be entitled to receive two premium level tickets to every senior international home game.

REGULATION 11. ANTI-DISCRIMINATION POLICY FOR FOOTBALL

1. As the Governing Body of Association Football in Ireland, the Association is responsible for setting standards and values to apply throughout the game at every level. Football belongs to, and should be enjoyed by, everyone equally. Our commitment is to confront and eliminate discrimination whether by reason of gender, sexual orientation, race, nationality, ethnic origin, colour, religion or disability.
2. The Association is an equal opportunities employer. They are committed to equality of opportunity within the organisation and to encouraging similar commitment for every organisation or individual acting within the game.
3. Equality of opportunity at The FAI means that in all our activities we shall not discriminate or in any way treat anyone less favourably, on grounds of gender, sexual orientation, race, nationality, ethnic origin, colour, religion or disability. This includes:
    a) The advertisement of jobs
    b) The selection of candidates for employment or promotion
    c) Job location or working environment
    d) Pay and employment terms and conditions
    e) Internal training and development activities
    f) External coaching and education activities and awards
    g) Football development activities
    h) Selection for representative teams
    i) Appointment to honorary positions.
4. The FAI shall not tolerate sexual or racially-based harassment or other discriminatory behaviour, whether physical or verbal, and shall work to ensure that such behaviour is met with appropriate disciplinary action in whatever context it occurs.
5. The FAI is committed to the development of a programme of ongoing training and awareness – raising events and activities to promote the eradication of discrimination within its own organisation and, in the wider context within football as a whole.

REGULATION 12. THE PROTECTION AND WELFARE OF CHILDREN (PERSONS UNDER THE AGE OF 18) AND VULNERABLE PERSONS.

1. General

a) The protection and welfare of children and vulnerable persons as defined in The FAI Child Welfare and Safeguarding Policy is of paramount importance to The FAI. Any act, statement, conduct or other matter which harms a child/children or vulnerable persons, or poses or may pose a risk of harm to a child/children or vulnerable persons, shall constitute behaviour which is improper and brings the game into disrepute. The FAI Child Welfare and Safeguarding Policy sets out how all matters pertaining to the protection and welfare of children and vulnerable persons are governed.

b) It is mandatory that all Clubs, Leagues, Members and Participants shall comply with all FAI regulations, codes, policies and guidelines in respect of child protection, the protection of vulnerable persons and the welfare of both.

c) It is mandatory that all Clubs, Leagues, Members and Participants shall comply with all legislation and guidelines issued by any Statutory Authority in respect of child protection, the protection of vulnerable persons and the welfare of both.

d) All Clubs, Leagues, Members and Participants are responsible for ensuring that their members are made aware of and understand their legal and football obligations in respect of child protection, the protection of vulnerable persons and the welfare of both.

e) It is mandatory that all Members and Leagues must ensure all their members who are defined as offering a relevant service to children, as set in the Children First Act 2015, must have the following in place:

- Valid Risk Assessment
- Valid Child Safeguarding Statement
- Safe recruitment practices, below as a minimum requirement,
  - Garda Vetting
  - Safeguarding training
- Code of conducts in place for:
  - Players
  - Parents
  - Coaches
  - Volunteers
  - Committee members

2. Designated Liaison Persons and Children's Officers

a) All Clubs, Leagues, and Members shall appoint a person to be responsible for all child protection, the protection of vulnerable persons and welfare matters within their organisation. In accordance with legislation, this person shall be known as the "Designated Liaison Person". The Designated Liaison Person shall be the person holding the highest office within the football body however day to day duties may be delegated to a suitable person who shall be known as a "Children's Officer". In accordance with legislation, the Children's Officer will also be referred to as the "relevant person" within the affiliated member's organisation with regards the organisation's child safeguarding statement.

b) The Designated Liaison Person and Children's Officer shall ensure that they discharge

their duties in accordance with any legislation and all FAI regulations, codes, policies and guidelines in respect of child protection, the protection of vulnerable persons and the welfare of both.

3. Vetting Obligations

a) All those engaging with persons under the age of eighteen (18) and/or vulnerable persons shall be Garda Vetted.

b) All Designated Children's Officers, Designated Liaison Persons, Chairpersons and Secretaries and other committee members of each Club, League, and Member involved with teams that are competing in any age group up to and including Under 18's and/or vulnerable persons shall be Garda Vetted.

c) All coaches or those involved with the management of any team that are competing in any age group up to and including Under 18's and/or vulnerable persons shall be Garda Vetted.

d) Any other person working or volunteering with children and/or vulnerable persons in any capacity on behalf of a Club, League, and Member shall be Garda Vetted. It is the responsibility of the football body concerned to determine the persons within their organisation who this applies to subject to the relevant legislation and guidelines.

e) Failure to ensure that persons are vetted in accordance with Regulations and/or legislation may result in disciplinary action against the individual and/or the Club, League, or Member and may also constitute a legal offence under relevant legislation.

f) Clubs, Leagues, and Members shall not accept confirmation of the Garda Vetting status of any individual prior to confirmation being received by the individual from The FAI that the Garda Vetting of the individual is in order. The individual will receive an update through the My Comet system stating their application has passed, they will also be able to download written correspondence of the confirmation and a Garda Vetting License will appear on their license tab. The Club, League, and Member, if they have registered the individual will be able to see the Garda Vetting License. It is the responsibility of each Club, League, or Member, who engage individuals, to ensure that they are comfortably satisfied that the individual has completed the vetting process through the FAI. No Garda Vetting other than that completed through the FAI can be accepted.

g) A Garda Vetting clearance or pass letter from the FAI is not an approval letter for an individual to be involved with children. It is the responsibility of any Member, League, or Club to ensure an individual is suitable to be involved with children on behalf of their organisation. Garda Vetting is not a substitute for safe recruitment, and all Clubs, Leagues, and Members must follow safe recruitment practices, including as outlined in The FAI Child Welfare and Safeguarding Policy when engaging persons to work or volunteer with children and/or vulnerable persons within their organisation.

4. Vetting Applications

a) The FAI shall provide a Garda Vetting service to all Clubs, Leagues and Members. Applications for vetting may be made through the Children's Officer of the relevant football body or the person responsible for the vetting applications with the relevant football body or directly through The FAI.

b) The FAI shall be solely responsible for the approval of all vetting applications and final determination on disclosures provided by the National Vetting Bureau in accordance with The FAI Child Welfare and Safeguarding Policy.

c) All persons shall complete their vetting application in good faith and shall ensure all information provided is accurate, complete and up to date. Providing false or incorrect

information carries legal penalties and/or disciplinary action under the FAI Regulations.

d) All matters, disclosed as part of the Garda Vetting application shall remain confidential to FAI authorised personnel, the applicant, the Child Welfare and Safeguarding Committee, Statutory Authorities, and are stored in line with General Data Protection Regulations. However, Passes and rejections shall be notified to all relevant football personnel in accordance with The FAI Child Welfare and Safeguarding Policy.

5. Education and Training

a) All coaches or those involved with the management of any team that are competing in any age group up to and including Under 18 or vulnerable persons shall complete an FAI approved Safeguarding One "Basic Awareness" training course.

b) Any person working or volunteering with children or vulnerable persons in any capacity on behalf of a Club, League, or Member shall complete an FAI approved Safeguarding One "Basic Awareness" training course. It is the responsibility of the football body concerned to determine the appropriate persons within their organisation who this applies to, subject to the relevant legislation and guidelines.

c) Failure to ensure that the appropriate persons have completed The FAI approved training course may result in disciplinary action against the individual and/or the Club, League, or Member and may also constitute a legal offence under relevant legislation.

d) Clubs, Leagues, and Members shall not accept confirmation of completion of an approved FAI training course from any individual prior to the individual receiving confirmation from The FAI in the form of a certificate which should be presented to the Clubs, League and Member from The FAI. For Sport Ireland approved Safeguarding courses that have been completed through other National Sporting Governing Bodies or Local Sports partnership, view of the actual certificate is the only confirmation to be accepted.

6. Stand Down Orders

a) Any person who is the subject of a complaint or inquiry by a Statutory Authority in relation to any child welfare, young person or vulnerable person concern shall be issued with a stand down order from all football activities as a precautionary measure. This order shall be issued by the Child Welfare and Safeguarding Manager of The FAI and/or any Club, League, or Member r, pending the outcome of any inquiry and any subsequent internal disciplinary proceedings. Terms of a Stand Down Order must be complied with.

b) Clubs, Leagues, and Members shall immediately notify The FAI of any Stand Down Order issued in accordance with the FAI Child Welfare and Safeguarding policy.

c) The FAI may also issue a stand down order in circumstances where concerns are raised with The FAI outside of a Statutory Authority investigation. A Club, League, and Member may also issue a Stand Down Order in these circumstances, however The FAI Child Welfare and Safeguarding Manager must immediately be informed as per the Child Welfare and Safeguarding Policy.

d) Stand Down Orders shall be issued, managed and lifted in accordance with the FAI Child Welfare and Safeguarding Policy.

7. Disciplinary

Anyone who breaches these Regulations , commits any other offence relating to child protection, the protection of vulnerable persons and welfare, or who has been highlighted as a concern/risk by a Statutory Authority or through a Garda Vetting Disclosure may be subject to sanction, up to and including a permanent ban from all football related activity , by The FAI Child Welfare and Safeguarding Committee and/or FAI Disciplinary Bodies.

REGULATION 13. THE FAI CHILD WELFARE AND SAFEGUARDING COMMITTEE

1. The Board has established the FAI Child Welfare and Safeguarding Committee as a Sub-Committee of the Board Governance Committee to oversee areas of key responsibility as outlined in the Child Welfare & Safeguarding Terms of Reference and all matters referred to it in accordance with the FAI Child Welfare and Safeguarding Policy and/or the FAI Regulations pertaining to the Protection and Welfare of Children (Persons under the age of 18) and Vulnerable Persons.
2. The Board shall ensure the Child Welfare and Safeguarding Committee is composed of members that have different skills and expertise with significant and demonstrable child protection/safeguarding experience and/or general legal/governance experience and/or familiarity with safeguarding generally. An indicative list of professions from which Committee members may have experience or be qualified , include (but are not limited to): doctor; nurse; care worker; psychologist; social worker; teacher; safeguarding executive; barrister/solicitor practicing in the area of child protection and/or family law; other persons having relevant experience and/or training in child welfare, justice/policing, civil servants with relevant child welfare experience and/or working with vulnerable persons or similar professions to all the foregoing.
3. The Governance Committee shall approve the remit and terms of reference for the Child Welfare and Safeguarding Committee.
4. The Child Welfare and Safeguarding Committee shall prepare reports for the Governance Committee on their activities and the Board if requested.
5. The Child Welfare and Safeguarding Committee shall work closely with The FAI Child Welfare and Safeguarding Manager and other members of the FAI Child Welfare and Safeguarding department as required.

REGULATION 14. DATA PROTECTION

1. All information collected by The FAI shall be held and maintained in accordance with legislation and The FAI Data Protection Policy. This policy shall be available from The FAI on request.

REGULATION 15. SCOUTING

1. The regulation of Scouts and Scouting under the jurisdiction of the Football Association of Ireland shall be governed by FAI scouting regulations, which may be amended from time to time, as approved by The Board.
2. It is the responsibility of Affiliated Members to ensure that all Scouts, with whom they engage, have been approved by The FAI and vetted prior to allowing them access to their Players under the age of eighteen (18).

REGULATION 16. MULTI-OWNERSHIP OF CLUBS

1. The FAI Board is competent to lay down specific rules prohibiting any commercial enterprise (including holding companies and subsidiary companies), private persons, or any other legal entity from exercising control or influence over more than one club participating in the same competition organised by The FAI.

SECTION 4
Electoral Code

Football Association of Ireland
Electoral Code

2nd Edition

28 March 2021

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Definitions

Unless otherwise specified, the terminology used in this Electoral Code shall have the same meanings as defined in the Constitution and/or the Governance Handbook of the FAI.

Any Definitions not provided hereunder or in the Constitution and/or the Governance Handbook of the FAI but contained within FIFA and UEFA Statutes, Regulations and Codes shall have the same meaning here where appropriate**.**

Terms referring to natural persons are applicable to both genders. Any term in the singular applies to the plural and vice versa.

Section1: General Provisions

1.1 Scope of Application

This Electoral Code shall apply to:

(i) the elections of the President and Vice President of the FAI;
(ii) the ratification of the appointment of Directors to the FAI Board in accordance with the Constitution of the FAI; and
(iii) the appointments of any person as a member of any Committee of the FAI.

1.2 Principles and Obligations

1.2.1 General good governance principles, including but not limited to the separation of powers, independence, transparency, and the obligation to avoid situations or perceptions of conflicts of interest shall apply throughout each electoral process.

1.2.2 This Electoral Code shall be published by the FAI in a clear and unambiguous manner promptly following its adoption by the FAI.

1.2.3 The FAI shall not tolerate or permit any attempt by third parties to unduly influence any electoral process. The FAI shall promptly when it comes to the attention of the FAI inform FIFA and UEFA of any attempt by any third party to unduly or inappropriately influence or seek to influence, any electoral process.

1.2.4 The FAI shall, not less than 30 days before the date of an election for the President and/or Vice President or the date of General Meeting where appointments of members of the Board are to be ratified, inform FIFA and UEFA about the nature of the election(s) (including but not limited to details of the position to be elected, duration of mandates, reason for the election(s)) and provide FIFA and UEFA with a copy of the then current FAI Electoral Code and, if applicable, any other electoral rules and/or guidelines.

1.2.5 Unless stated otherwise in the Constitution and/or Regulations of the FAI, the members of the Board or Committees of the FAI in respect of which an electoral, ratification or nomination process is ongoing as of the date of this Electoral Code shall continue to exercise their functions until the completion of such electoral process.

Section 2: Establishment of an Electoral Committee and Electoral Appeal Committee

2.1 The FAI shall establish an Electoral Committee and an Electoral Appeal Committee to carry out their respective functions in accordance with this Electoral Code.

2.2 The Electoral Committee and the Electoral Appeal Committee shall be separate Committees. No person may be a member of both Committees but may once their term is finished on one Committee be appointed to the other Committee provided that they serve no more than 2 terms in total either on one Committee or cumulatively between the Electoral Committee and the Electoral Appeal Committee.

2.3 Composition of the Electoral Committee and the Electoral Appeal Committee

2.3.1 The composition of the Electoral Committee shall be as follows:

(i) a chairperson;
(ii) 2 ordinary members

2.3.2 The composition of the Electoral Appeal Committee shall be as follows:

(i) a chairperson;
(ii) 2 ordinary members

2.3.3 Members of the Electoral Committee and the Electoral Appeal Committee shall be appointed for terms of four (4) years and shall be eligible for re-appointment for one further term of four (4) years.

2.3.4 All members and substitute members of the Electoral Committee and the Electoral Appeal Committee shall be either:

(i) qualified lawyers with not less than 10 years post qualification experience, authorised to practice law in the Republic of Ireland; and/or

(ii) a professor or lecturer at the Law faculty of a university or college in the Republic of Ireland with not less than 10 years' experience in their relevant field.

2.3.5 The members and substitute members of the Electoral Committee and the Electoral Appeal Committee shall be independent of the FAI, shall not be members of any other body of the FAI (as the same may be defined in the Constitution and/or Regulations of the FAI from time to time) and shall not hold a senior position in any government body.

2.3.6 A member or substitute member of the Electoral Committee or Electoral Appeal Committee shall not be a candidate for any position within the FAI, whether voluntary or otherwise, and for the avoidance of doubt, may not be a member of a Committee or a member of the Board for so long as they remain a member or substitute member of either the Electoral Committee of the Electoral Appeal Committee.

2.3.7 Each member of the Electoral Committee or the Electoral Appeal Committee must sign a declaration that they themselves satisfy the Integrity Assessment requirements.

2.4 Appointment of Members to the Electoral Committee and Electoral Appeal Committee

2.4.1 The Board of the FAI shall itself undertake a transparent process (as determined by the Board from time to time), with appropriate executive assistance, in order to identify;

2.4.1.1 three (3) suitable persons for appointment as members of the Electoral Committee;

2.4.1.2 three (3) suitable persons for appointment as members of the Electoral Appeal Committee;

2.4.1.3 two persons for appointment as substitute members of the Electoral Committee; and

2.4.1.4 two persons for appointment as substitute members of the Electoral Appeal Committee.

2.4.2 The Board will present its recommendation for the appointment of such persons as members or substitute members (as the case may be) of the Electoral Committee and Electoral Appeal Committee to the members at General Meeting for ratification.

2.4.3 For the avoidance of doubt the Nominations Committee of the Board shall not have a role in the process to identify or appoint persons to be members of the Electoral Committee or the Electoral Appeal Committee.

2.4.4 In the event that a member of either the Electoral Committee or the Electoral Appeal Committee is absent or unable to attend a meeting of such Committee, or in the case of the Electoral Committee an election, a substitute member of the relevant Committee shall be selected and appointed by the Chair of the relevant Committee to act as an ordinary member of the relevant Committee for the purposes only of the relevant meeting or election.

2.4.5 If the chairperson of either Committee is absent or unavailable to attend a meeting of that Committee, or in the case of the Electoral Committee an election, they shall appoint a substitute member of that Committee as an ordinary member of that Committee for the purposes only of that meeting or election and the remaining members of that Committee together with the substitute member(s) shall appoint, by majority decision one of the other Committee members (excluding substitute members) to act as chair for the purposes of the relevant meeting or election.

2.4.6 Committee Secretary

2.4.6.1 The members of the Electoral Committee and the Electoral Appeal Committee shall each appoint one of their members as a secretary to their Committee who shall be responsible for relevant logistical and administrative matters.

2.4.6.2 The secretary will be supported by a member of the executive team of the FAI.

2.4.7 Conflict of interest

2.4.7.1 A member of the Electoral Committee or Electoral Appeal Committee shall be required to immediately withdraw from an electoral process and/or shall refrain from participating in any such process or being involved in any decision by such Committee if:

a) they have a familial link to a candidate for any position or role with the FAI, which shall be deemed to include but shall not be limited to a relationship of spouse, partner, child, stepchild, parent, grandparent, grandchild, sibling, aunt, uncle or any such person who is related by marriage or civil partnership; and/or

b) there is an actual conflict or there exists a risk of conflict or the potential for a conflict of interest as defined in the FIFA Code of Ethics (a copy of which is attached to this Code at Annex 2) as determined either by the member themselves or by the Chair of such Committee.

2.4.8 Removal of members

2.4.8.1 The Board of the FAI shall be entitled at any time to make a recommendation to the Chair of the Electoral Committee or the Electoral Appeal Committee as the case may be, that a member or substitute member of that Committee should retire from membership and in the event that such member does not retire from that Committee, the Board may make a recommendation to the members at General Meeting that such member should be removed and the members at General Meeting shall be entitled by a decision of at least two thirds of those present and entitled to vote to remove such member.

2.4.8.2 In the event that a member of the Electoral Committee or the Electoral Appeal Committee retires from that Committee or in the event that a vacancy arises in the membership of the Committee for any reason, the Chair of the relevant Committee shall appoint a substitute member to fill that vacancy for the remainder of the term of the original member.

2.4.9 The members of the Electoral Committee and the Electoral Appeal Committee shall act in good faith at all times and observe the utmost impartiality when carrying out their duties and functions pursuant to this Electoral Code.

2.5 Duties of the Electoral Committee

2.5.1 The Electoral Committee shall:

2.5.1.1 ensure that all candidates for membership of the Board or a Committee meet the requirements of the Integrity Assessment as outlined in this Electoral Code;

2.5.1.2 oversee and supervise the elections of the President and Vice President of the FAI;

2.5.1.3 oversee the ratification of appointment of Directors to the Board at an AGM or EGM;

2.5.1.4 oversee the ratification of the appointments of members to Committees where required under the Constitution of the FAI.

2.5.2 The Electoral Committee shall also be responsible for;

2.5.2.1 overseeing, monitoring and reporting to the Board any deviation from or breach of the Constitution or of the relevant regulations of the FAI which are applicable to any of the duties of the Electoral Committee pursuant to this Electoral Code;

2.5.2.2 overseeing and reporting to the Board on any issues relating to the provisions of this Electoral Code which apply to any nomination, electoral or ratification process;

2.5.2.3 confirming to the Board that each candidate for appointment to a Committee satisfies the criteria specified in Clause 3 of this Electoral Code;

2.5.5.4 reviewing all electoral rules and guidelines of the FAI and advising the Board of any inconsistencies with the provisions of this Electoral Code

2.5.5.5 verifying the identity and entitlement to vote of the voters (representatives) present at any meeting at which an election is to occur;

2.5.5.6 monitoring any other election and ratification process during a General Meeting;
2.5.5.7 counting the ballot papers and taking any decisions regarding the validity or invalidity of ballot papers;
2.5.5.8 making a definitive decision on any matter relating to the electoral process before or during the electoral General Meeting;
2.5.5.9 declaring the official results of any election or ratification.

2.6 Decisions of the Electoral Committee

2.6.1 The quorum for a meeting of the Electoral Committee shall be three (3) and members may attend in person or via teleconference or video conference.

2.6.2 The Electoral Committee shall reach its decisions by a majority vote taken by way of a show of hands. Voting by proxy or by letter is not permitted. No abstention is permitted.

2.6.3 The decisions of the Electoral Committee and the basis for such decisions shall be recorded in minutes which are signed by the chairperson and another member of the Electoral Committee. Where negative decisions are communicated the decision must contain an outline for the basis of the decision.

Section 3: Candidates – Integrity Assessment

3.1 Criteria

3.1.1 The required competencies and skillsets for the positions to be filled within the Board and Committees of the FAI are specified in the relevant provisions of the Constitution of the FAI.

3.1.2 This Electoral Code establishes the criteria for election, ratification or appointment to the Board or Committees of the FAI which includes:

(i) A Declaration of no conflict of interest as defined in the FIFA Code of Ethics; and
(ii) An Integrity Assessment as specified in Annex 1 (together referred to in this Code as the **'Integrity Assessment'**).

3.1.3 In respect of each position to be filled, the FAI shall make available to candidates the details of the eligibility criteria which shall include the Integrity Assessment.

3.1.4 For the avoidance of doubt the provisions of this Electoral Code are in addition to any requirements and any process required pursuant to the Constitution and/or Regulations.

3.2 Submission and Assessment of Candidates for the President and Vice President

3.2.1 Candidates for the positions of President and Vice President of the Board of Management shall send to the Company Secretary at FAI HQ, National Sports Campus, Abbotstown, Dublin 15 by registered post, by email with delivery notification, or delivered by hand in exchange for confirmation of receipt all required documentation within the time frame communicated to the Members by the Board. The required documentation shall include:

a) the fully completed nomination form in writing signifying their eligibility and candidature for such office. The nomination form shall be signed by:

i. the candidate;

ii. the secretaries of the 4 General Assembly Members nominating the candidate

b) a copy of their CV, outlining their relevant skills as required under the Constitution;

c) a copy of their passport and a bank statement or utility bill verifying their address;

d) the completed questionnaire for the Integrity Assessment;

e) the Declaration of Interests Form;

f) such other information as may be requested from time to time by the Electoral Committee or the Board.

3.2.2 Within two days after the deadline for the submission of the nomination of a candidate as set out in the Constitution and/or Regulations, the Company Secretary shall on the instruction of the Electoral Committee inform in writing those candidates who have failed to provide all the required documents in support of their candidacy and grant them a further period of three days to complete their applications. If the relevant candidates fail to complete their applications within the additional time given, their candidacies shall be declared invalid by the Electoral Committee and such declaration shall be final and binding.

3.2.3 The Electoral Committee shall no later than ten days after the deadline for their submission;

(i) review and assess the documentation supplied by each candidate for the purposes of completing the eligibility criteria and Integrity Assessment for the positions of President or Vice President pursuant to this Electoral Code; and

(ii) determine whether in the opinion of the Electoral Committee, each candidate has satisfied the Integrity Assessment pursuant to this Electoral Code; and

(iii) notify each candidate and the Company Secretary of its determination in respect of that candidate.

3.2.4 A nomination of a candidate shall not be deemed to have been accepted until the Electoral Committee has confirmed that the candidate satisfies the Integrity Assessment in accordance with Clause 3.2.3 and that the candidate also satisfies the eligibility criteria as set out in the Constitution and/or Regulations.

3.3. Submission and Assessment of Candidates for appointment as Football Directors of the FAI

3.3.1 Candidates who wish to be considered for appointment as a Football Director shall following their nomination in accordance with the Constitution and/or Regulations seek confirmation from the Electoral Committee that they satisfy the Integrity Assessment under this Electoral Code.

3.3.2 In addition to such documentation and information as may be required pursuant to the Constitution and/or Regulations, candidates shall send the following documentation:

a) the fully completed nomination form in writing signifying their eligibility and candidature for the office of Football Director;

b) a copy of their CV, outlining their relevant skills as required under the Constitution;

c) a copy of their passport and a bank statement or utility bill verifying their address;

d) the completed questionnaire for the Integrity Assessment;

e) the Declaration of Interests Form;

f) such other information as may be requested from time to time by the Electoral Committee or the Board.

by registered post, by email with delivery notification, or delivered by hand in exchange for confirmation of receipt no later than 1st June in each election year or any such other date as may be determined and notified by the Board from time to time, such submission to be addressed to;

The Electoral Committee, c/o the Company Secretary FAI at FAI HQ, National Sports Campus, Abbotstown, Dublin 15.

3.3.3 Within two days of receipt of the candidate's nomination, the Electoral Committee shall inform in writing those candidates who have failed to provide all of the required documents and grant them another three days to complete their applications, if the candidate fails to return the

completed documents within the extended time given, the candidacy of the relevant candidate shall be declared invalid by the Electoral Committee, and such declaration shall be final and binding.

3.3.4 The Electoral Committee shall no later than ten days after the deadline for submission;

(i) review and assess the documentation supplied by each candidate for the purposes of completing the Integrity Assessment for the positions of Football director pursuant to this Electoral Code;
(ii) determine whether in the opinion of the Electoral Committee, each candidate has satisfied the Integrity Assessment pursuant to this Electoral Code; and
(iii) notify each candidate and the Company Secretary of its determination in respect of that candidate.

3.3.5 Only a candidate who has received confirmation that they have satisfied the Integrity Assessment and the eligibility criteria may be put forward for consideration for ratification as a Football director to a General Meeting.

3.3.6 A candidate's nomination shall not be deemed to have been accepted until the Electoral Committee has confirmed that the candidate satisfies the Integrity Assessment in accordance with Clause 3.3.4 and that the candidate also satisfies the Eligibility Criteria as set out in the Rules and/or Regulations.

3.4 Submission and Assessment of Candidates for the Independent Director Positions within the Board

3.4.1 The FAI Nominations Committee shall identify candidates and make recommendations to the FAI Board for the appointment of persons as Independent Board members to the Board in accordance with the Constitution and/or Regulations of the FAI and the Nominations Committee Terms of Reference.

3.4.2 When the Nominations Committee has identified a candidate and before making a recommendation to the Board, the Nominations Committee shall procure that each candidate will complete (i) the Declaration of Interests; and (ii) the relevant documents for the Integrity Assessment required by this Electoral Code.

3.4.3 The Nominations Committee shall send the completed documents referred to in clause 3.4.2. of the candidates for the position of an Independent Director to the Electoral Committee for confirmation that each such candidate satisfies the Integrity Assessment as set out in this Electoral Code. The documents will be sent to the Electoral Committee care of the Company Secretary by registered post, by email with delivery notification, or delivered by hand in exchange for confirmation of receipt, by 1st June or such other date as may be determined by the Board from time to time.

3.4.4 Within two days following receipt of the relevant documentation for candidates from the Nominations Committee, the Electoral Committee shall inform the Nominations Committee in writing of those candidates who have failed to provide all the relevant documents in support of their candidacies and grant them another three days within which to submit the completed documents. If the Nominations Committee fails to return the completed documents within the extended time given, the candidacy of the relevant candidate shall be declared invalid by the Electoral Committee, and such declaration shall be final and binding.

3.4.5 The Electoral Committee shall no later than ten days after the deadline for submission;

(i) review and assess the documentation supplied by the Nominations Committee in accordance with this Clause 3.4; and

(ii) determine whether in the opinion of the Electoral Committee, each candidate has satisfied the Integrity Assessment pursuant to this Electoral Code; and

(iii) notify the Board of its determination in respect of that candidate.

3.4.5 The recommendation of the Nominations Committee in respect of the appointment of a person to be appointed as an Independent Director of the FAI shall not be capable of acceptance by the FAI Board until the Electoral Committee has confirmed in accordance with this Clause 3.4 that the candidate satisfies the Integrity Assessment.

3.5 Submission and Assessment of Candidates for positions on FAI Committees

3.5.1 Candidates nominated for election or appointment to FAI Committees shall before being elected or appointed seek confirmation from the Electoral Committee that they satisfy the Integrity Assessment under this Electoral Code and that they meet the eligibility criteria as set out in the FAI Constitution and/or Regulations.

3.5.2 In addition to such documentation and information as may be required pursuant to the Constitution and/or Regulations, candidates wishing to put themselves forward for election or appointment to FAI Committees shall, once nominated in accordance with the Constitution and/or Regulations send within the deadlines specified in the invitation for nominations issued by the Company Secretary, the following documentation:

a) the fully completed nomination form in writing signifying their eligibility and candidature for the relevant FAI Committee;

b) a copy of their CV, outlining their relevant skills as required under the Terms of Reference for the relevant FAI Committee;

c) a copy of their passport and a bank statement or utility bill verifying their address;

d) the completed questionnaire for the Integrity Assessment;

e) the Declaration of Interests Form;

f) such other information as may be requested from time to time by the Electoral Committee or the Board.

by registered post, by email with delivery notification, or delivered by hand in exchange for confirmation of receipt no later than the date determined by the Board from time to time, such submission to be addressed to;

c/o the Company Secretary FAI at FAI HQ, National Sports Campus, Abbotstown, Dublin 15.

3.5.3 Within two days of receipt of the relevant documentation, the Electoral Committee shall inform in writing those candidates who have failed to provide all the relevant documents relating to the Integrity Assessment and grant them another three days to complete their applications. If the relevant candidate fails to return the completed application within the extended time given, their candidacy or appointment shall be declared invalid by the Electoral Committee and such declaration shall be final and binding.

3.5.4 The Electoral Committee shall no later than ten days after the deadline for submission;

(i) review and assess the documentation supplied by the candidates in accordance with this Clause 3.5; and
(ii) determine whether in the opinion of the Electoral Committee, each candidate has satisfied the Integrity Assessment pursuant to this Electoral Code; and
(iii) determine whether in the opinion of the Electoral Committee, each candidate has satisfied the eligibility criteria as set out in the FAI Regulations; and

(iv) notify the candidate and the Board of its determination in respect of that candidate.

3.5.5 A candidate's nomination shall not be deemed accepted until the Electoral Committee has confirmed that the candidate satisfies the Integrity Assessment and have confirmed they meet the eligibility criteria.

3.6. Appeal procedure for Candidates

3.6.1 Candidates only are entitled to appeal to the Electoral Appeal Committee in respect of a decision of the Electoral Committee made pursuant to Clause 3 of this Electoral Code.

3.6.2 Candidates shall submit to the Electoral Appeal Committee, details of their appeal including the details of all grounds of appeal and all supporting documentation or information (the 'Appeal') no later than three days after receipt by the Candidate of the decisions of the Electoral Committee, such submission to be addressed to the Electoral Appeal Committee care of the Company Secretary at FAI HQ, National Sports Campus, Abbotstown, Dublin 15 and sent by registered post, email or delivered in exchange for confirmation of receipt.

3.6.3 The Electoral Appeal Committee may in considering the Appeal, decide at their sole discretion to accept additional evidence and documents that were not originally provided by the relevant candidate to the Electoral Committee.

3.6.4 The Electoral Appeal Committee shall no later than four (4) days after receipt of an Appeal

(i) consider an Appeal which is validly submitted in accordance with this Clause 4; and

(ii) (ii) notify the Candidate, the Electoral Committee and the Board of their determination in respect of the Appeal.

3.6.5 The decisions of the Electoral Appeal Committee shall be final and binding.

Section 4: Elections

4.1 Official List of Candidates

4.1.1 Not less than 21 days prior to the General Meeting at which elections will be conducted, the Board shall procure that

a) the official list of candidates for the positions of President and Vice President of the Board shall be sent to the Members
b) the list of Board Members nominated by their constituency and the list of Independent Board Members recommended by the Board shall be sent to the Members.

4.1.2 The official list of candidates for the position of President and Vice-President shall also be published on the FAI website together with the list of Board Members nominated by their constituency and the Independent Directors recommended by the Board.

Section 5: Voting Procedure for President and Vice President

5.1 Ballot Papers

5.1.1 The Company Secretary shall produce the ballot papers. The ballot papers shall be printed clearly and legibly.

5.1.2 The ballot papers shall be of a different colour for each round of the election.

5.2 Ballot Box

5.2.1 Before the start of the voting process, the ballot box shall be opened and presented to the delegates of the Annual General Meeting. The ballot box shall then be closed and placed in a visible spot close to the members of the Electoral Committee.

5.2.2 During the entire voting process, the ballot box shall be monitored by one of the members of the Electoral Committee.

5.3 Casting of Ballots

5.3.1 Before the representatives are requested to cast their vote, the chairperson of the Electoral Committee shall explain in detail the electoral process (ballot box, ballot papers, valid and invalid ballot papers, count, required majorities, results, etc.) and refer to the relevant provisions of this Electoral Code.

5.3.2 The chairperson of the Electoral Committee shall call in turn each representative of the Members present and eligible to vote to move to the front of the Annual General Meeting hall where the election is taking place.

5.3.3 The representative shall then complete his ballot paper in the polling area designated for this purpose. The polling area shall be in a visible spot, but still allow the representative to cast his vote secretly. No mobile phones, cameras or any other recording devices shall be allowed in the polling area.

5.3.4 The representative shall then deposit his ballot paper in the ballot box, sign the electoral register and return to his seat.

5.3.5 The counting procedure shall begin as soon as all of the representatives have deposited their ballot papers in the ballot box. A member of the Electoral Committee shall open the ballot box and tip out the ballot papers in front of all the representatives.

5.3.6 The count shall then commence.

Section 6: Count

6.1 General Principles

6.1.1 All operations (opening the ballot box, counting the ballot papers, counting the votes, etc.) shall be carried out in a way that can be followed clearly by all the representatives of the General Meeting and shall be overseen by the Electoral Committee with assistance from FAI staff where requested.

6.1.2 In the event of a dispute regarding the validity or invalidity of a ballot paper or of a vote, the drafting of the minutes, the declaration of the results or any other matter relating to the counting procedure, the decision of the Electoral Committee shall be final and binding.

6.2 Invalid Ballot Papers

6.2.1 The following ballot papers are deemed to be invalid:

a) ballot papers that do not bear the official distinctive marks defined by the Electoral Committee;

b) ballot papers that bear any words other than the names of the candidates;

c) ballot papers that are illegible or have been defaced;

d) ballot papers that bear identifying marks.

6.2.2 The chairperson of the Electoral Committee shall write on the back of any invalid ballot paper the reason(s) for its invalidity and confirm with a signature.

6.3 Spelling Mistakes

6.3.1 Spelling mistakes shall result in the invalidity of a vote only if they mean that it is not possible to identify with certainty any of the official candidates.

6.4 Count and Declaration of Results

6.4.1 Once the ballot box has been opened, the members of the Electoral Committee shall count the number of ballot papers and verify their validity. If the number of ballot papers is equal to or less than the number of ballot papers issued, the ballot is valid. If it exceeds the number of ballot papers issued, the ballot shall be declared void and recommence immediately in accordance with the procedure described above.

6.4.2 After the number of ballot papers has been verified, the members of the Electoral Committee shall proceed to count the number of votes cast for each candidate.

6.4.3 If a second (or subsequent) round of voting is required, the voting procedure shall be repeated in accordance with the above process. The Members are also to be informed of the statutory provisions that apply for the second (and subsequent) rounds of voting (e.g. any changes to the majority required, elimination of candidates, etc.).

6.4.4 After each round of the election, the chairperson of the Electoral Committee shall officially declare the results to the Members.

6.4.5 A designated member of the Electoral Committee shall put the ballot papers that have been collected and counted into envelopes intended for this purpose. The envelopes shall then be signed by the chairperson of the Electoral Committee and sealed. The Company Secretary shall keep these envelopes and destroy them 90 days after the Annual General Meeting.

Section 7: Ratification of Directors

7.1 The elected Football Directors shall be put to the members for ratification by way of a ballot.

7.2 The appointed Independent Directors shall be put to the members for ratification by way of a ballot.

7.3 The ratification of the Directors shall take place in bloc if agreed by all members of the meeting otherwise ratification shall take place individually if agreed by all Members at the meeting otherwise ratification shall take place individually.

Section 8: Final Provisions

8.1 Archiving of Documents and Confidentiality

8.1.1 The Electoral Committee and the Electoral Appeal Committee shall hand over all official documents as well as all documents provided to them during the electoral process the Company Secretary who shall be responsible for archiving them.8.1.2 The members of the Electoral Committee and of the Electoral Appeal Committee shall maintain absolute confidentiality and secrecy with respect to any information and documents made available to them during the course of the electoral process. Such obligation shall remain for an indefinite period following the relevant electoral process. Furthermore, they shall not retain any documents (electronic or otherwise) supplied to them during the electoral process.

8.2 Matters not Provided Herein

8.2.1 All matters relating to the administrative and technical organisation of the elective Annual General Meeting that are not covered by this Electoral Code or by the Constitution and/or Regulations of the FAI shall be ruled upon by the Electoral Committee, whose decision shall be final.

8.2.2 All matters relating to the running of the elections that are not covered by this Electoral Code or by the Constitution and/or Regulations of FAI shall be ruled upon by the Electoral Committee, whose decision shall be final.

8.3 Enforcement

8.3.1 This Electoral Code was adopted by the Members of the FAI at an EGM on 28th March 2021 held at Abbotstown and remotely via Microsoft Teams and comes into force on 29 March 2021.

28th March 2021. Abbotstown, Dublin 15.

For FAI

Gerry McAnaney **Jonathan Hill**

President **CEO**

Annex 1 – Questionnaire for Integrity Assessment

General Provisions

1) In order to be deemed eligible to be appointed or elected to the Board, or any Committee position the candidate must undergo an Integrity Assessment as outlined below.

2) The Integrity Assessment shall be conducted by the Electoral Committee in accordance with the provisions of the Electoral Code, FAI Constitution and/or Regulations.

3) Candidates are obliged to comply with the screening and self-disclosure process as outlined in parts 2 and 3 below. Prior to the screening process, every candidate shall give his written consent to said process through a form provided by the relevant body conducting the Integrity Assessment. If such written consent is not provided, the candidate shall be deemed not to have passed the Integrity Assessment.

4) Candidates shall act in good faith at all times and shall fully collaborate and respond to queries made by the Electoral Committee upon reasonable notice. If the candidate concerned does not co-operate with the body competent to conduct the Integrity Assessment, the candidate shall be deemed not to have passed the Integrity Assessment.

5) The candidate shall be deemed not to have passed the Integrity Assessment, if he:
   a) has been subject to criminal convictions or disciplinary sanctions by a court of law, save convictions for minor driving offences;

   b) has been found guilty and/or sentenced by the FIFA Ethics Committee or any other sporting body with a sanction that would seriously put into question the discharge of the office concerned.

   c) is a Director or was a Director in the past 6 years of any company or organisation which is the subject of any pending criminal or disciplinary proceedings or investigations, provided they were a Director at or before, the time the proceedings or investigation began.

   d) has been disqualified or restricted from holding the office of Director of a company in Ireland or any other jurisdiction

   e) is under investigation by any state or sporting body

   f) has been declared bankrupt

   g) does not have a valid Garda Vetting Clearance letter from the FAI

6) Subject to the relevant provisions regarding disclosure and forwarding of the information and related data obtained in the context of checks in accordance with this annexe, all such information and related data must be treated as strictly confidential by the body conducting the Integrity Assessment concerned.

Part 2
Screening Process

1) At the beginning of the screening process, every candidate shall undergo an identification check ("ID check"). In this context, the candidate shall submit a valid copy of his passport or other acceptable form of ID to the body in charge of performing the Integrity Assessment. The ID check shall include verification/identification of the following elements:
   a) name(s) and surname(s);

   b) address;

   c) date of birth

2) Every candidate shall complete the questionnaire contained in part 3 below.

3) The Electoral Committee in charge of performing the Integrity Assessment may conduct independent research and/or investigations in order to obtain further relevant information on a particular candidate, which may include information on intermediaries and related parties, mandates, potential conflicts of interest including significant interests in legal entities which may cause a conflict of interest with Association business as well as criminal proceedings/investigations.

Part 3
Questionnaire

First name(s):	
Surname(s):	
Address of residence:	
Date and place of birth:	
Nationality/nationalities:	
Profession:	

1) Have you previously been convicted by a final decision of any intentional indictable offence save convictions for minor driving offences or of any offence corresponding to a violation of the rules of conduct set out in part II section 5 of the FIFA Code of Ethics?

No ☐ Yes ☐

If yes, please specify:

2) Has a sports governing body ever imposed any disciplinary or similar sanction or measure on you in the past for actions which amount to a violation of the rules of conduct set out in part II section 5 of the FIFA Code of Ethics as set out in Annex 2?

No ☐ Yes ☐

If yes, please specify:

3) Are you a Director or have you been a Director in the past 6 years of any company or organisation which is the subject of any pending criminal or disciplinary proceedings or investigations?

No ☐ Yes ☐

If yes, please specify:

4) Are you currently or have you ever been disqualified or restricted from holding the office of Director of a company in Ireland or any other jurisdiction?

No ☐ Yes ☐

If yes, please specify:

5) Are you or any company or organisation of which you are or were a Director in the past 6 years the subject of any pending criminal or disciplinary proceedings or investigations?

No ☐ Yes ☐

If yes, please specify:

6) Have you ever been declared bankrupt?

No ☐ Yes ☐

If yes, please specify:

7) I am fully aware that I am subject to the provisions of the Disciplinary and Ethics Code of FIFA, UEFA and the FAI and to the provisions of the Statutes, rules and other regulations of FIFA, UEFA and the FAI that may address Integrity issues, and I fully comply with such provisions.

I currently hold the following positions in football:

The following facts and circumstances may give rise to potential conflicts of interest regarding me:

Remarks and observations which may be of potential relevance in the context of the Integrity Assessment:

I am fully aware and agree that this questionnaire is made available to the members of the Electoral Committee and any other relevant body of the Football Association of Ireland.

I am fully aware and confirm that I must notify the body conducting the Integrity Assessment of any relevant facts and circumstances arising after the Integrity Assessment has been completed.

I am fully aware and confirm that I am obliged to collaborate fully to establish the relevant facts with regard to the Integrity Assessment to which I am subject. In particular, I will comply with requests for any documents, information or any other material of any nature held by me. In addition, I will comply with the procurement and provision of documents, information or any other material of any nature not held by me but which I am entitled to obtain.

I am fully aware and confirm that the body conducting the Integrity Assessment may also request information on possible sanctions (questions 1 and 2 above) directly from FIFA or the relevant confederation as well as from other institutions such as the Court of Arbitration for Sport in Lausanne, Switzerland, or the International Olympic Committee. In this regard, I hereby release the relevant institutions from any obligation of confidentiality relating to the information concerned.

I am fully aware and confirm that the body conducting the Integrity Assessment may collect further information on me in accordance with part 2 par. 3 of this annexe.

_____ _____

(Place and date) (Signature)

SECTION 5
Board Committee Regulations and Term of Reference

1. The Board shall be responsible for establishing, reviewing annually and amending from time to time the terms of reference for each Board Committee as set out in Article 27 of the Constitution.
2. In the event of a nominated representative to a Board Committee being unable to attend a meeting, his nominating body may appoint a substitute to attend that particular meeting, provided that:
    a) the Chairperson of the Committee is notified in writing, prior to the meeting and;
    b) the substitute is an active member of the nominating body.
3. The process for nominating representatives to sit on the Board Committees shall be determined by each nominating body individually through an open and transparent procedure, which must be published by the nominating body. The name of the appointed representative shall be confirmed in writing to the Board upon request.
4. In order to be elected or appointed to a Board Committee from 1 May 2021 all candidates must have received confirmation from The FAI Electoral Committee that they have satisfied the eligibility criteria and passed the Integrity Assessment as set out in The FAI Electoral Code in advance of their election or appointment.
5. In cases where Provincial Associations are entitled to less than four (4) representatives on any Committee by right, the Presidents/Chairpersons for the time being of the four (4) Provincial Associations shall meet to decide which Provincial Associations shall be represented on those Committees.
6. In the case of Board Committees where the Provincial Associations have four (4) representatives, the four (4) representatives shall comprise of one (1) representative from each of the four (4) Provincial Associations.
7. In the case of Board Committees where one or more representatives is nominated from a number of Members the President/Chairpersons of those Members shall meet to agree the process whereby the representative(s) are selected.

Board Committees

Football Committees	
International and High Performance	Terms of Reference and membership are set out on following pages.
National Leagues	
Amateur and Youth	
Underage	
Women's Football Strategic Committee	
Business Committees	
Commercial Committee	
Executive Performance and Remuneration Committee	
Governance Committee	
Nominations Committee	
Audit, Risk, Compliance and Finance Committee	

Technical Committees	
Referees Committee	The ToR for this Committee are included in the Referee Regulations.
Club Licensing Committee	The ToR for the Club Licensing Committees are included in the Club Licensing Manual.
Club Licensing Appeals Committee	
Judicial Bodies	
Disciplinary Committee	The ToR for these Committees are contained in the Disciplinary Regulations.
Disciplinary Appeals Committee	
Dispute Resolution Chamber	The ToR for the DRC are included in the Participation Agreement.

Electoral Bodies	
Electoral Committee	The ToR for these Committees are included in the Electoral Code.
Electoral Appeals Committee	

International Football and High Performance Committee

Terms of Reference

Purpose

The Board has established an International and High Performance Football Committee to support it in its responsibilities for overseeing participation in international competitions, the resourcing of international teams and meeting our obligations to FIFA and UEFA in relation to international football generally.

The scope of work of this Committee extends to all elite international teams as well as teams that come under the heading Football for All.[1]

The ultimate responsibility for decision making in relation to matters such as participation in international competitions, and the approval of budgets and other resources for international teams rests with the Board which, having considered advice and recommendations from the Committee and the appropriate Executive staff, shall make the required decisions.

These Terms of Reference are subject, where relevant, to the provisions of the Companies Acts, the Association's Constitution and Rules, UEFA and FIFA Statutes and Regulations and any other applicable laws or regulatory provisions.

Responsibilities, Duties and Rights

Responsibilities

The Committee shall have the following responsibilities:

- To advise the Board on strategies and policies to support optimum performance of our international teams from underage to adult level
- To consider proposals relating to participation in international competitions not run by FIFA or UEFA and advise the Board in relation to Irish participation in such events having regard to factors such as the benefits and cost of participating

[1] Football for All includes international teams participating in competitions for Homeless, Disabled, etc. (to be defined)

- To advise the Board on the equitable resourcing of teams competing at international level including teams participating in FIFA and UEFA competitions and teams competing in other competitions and tournaments with an international dimension
- To advise the Board on the interpretation of FIFA and UEFA Statutes, Regulations and guidance on international football matters including competitions and player eligibility
- Having regard to the wishes of international team managers, to advise the Board on programmes of activity including competitions and training camps for international underage teams, amateur teams and teams competing in special categories having due regard to the development and performance benefits and available financial resources
- To advise and support the Board in ensuring that the Association understands and fulfils the protocol and other obligations associated with home and away games and tournaments including co-ordination of activities with FIFA and UEFA where required
- To identify people who are available and equipped to provide voluntary support for international events and to nominate Heads of Delegation and volunteer executive support for events as and when required
- To support optimum performance at national and international level by advising on appropriate strategies and supports for the development of elite and high potential players

Duties

The Committee shall have the following duties:

- To work and liaise with other Board Committees as necessary
- To agree and work in accordance with an annual work programme approved by the Board
- To periodically review its own effectiveness (including reviewing its Terms of Reference) and report the results of that review to the Board

Rights

The Committee shall have the following rights:

- To be provided with sufficient resources to carry out its duties including secretarial support to be provided by the Committee Secretary
- To commission reviews, reports, or similar exercises to enable it to carry out its duties in accordance with these Terms of Reference
- To seek any information that it requires from members of the Executive of the Association, who are required to co-operate with any request made
- To procure specialist services and/or ad-hoc advice at reasonable expense and in accordance with the Association's Procurement Policy on any matter within its Terms of Reference.

Relationship with Board and Executive

The role of the Committee is to consider matters within its remit and provide advice and recommendations to the Board, which is the governing body of the Association, and Executive where appropriate on those matters.

The Chief Executive and Executive Team Member responsible for International Football Operations and High Performance and the International Team Managers have operational responsibility for implementing decisions made by the Board

Membership

The Committee will comprise up to 12 members as per table below. Members shall serve for a period of two years. Members may be re-appointed for further periods of two years but no member shall serve on the Committee for more than eight years.

From	Number of members	How selected?
Board	One (Chair of Committee)	Appointed by Board.
National League Clubs**	One	Nominated*
Provincial Associations	One	Nominated*
SFAI	Two	Nominated*
FAI Schools	One	Nominated*
Committee Nominee from Women's Football Strategic Committee	One	Nominated*
Defence Forces/ CFAI/IUFU/WCSAI	One	Nominated* Nominee to be selected at a meeting of the affiliates.
Football for All	One	Nominated*
Supporters (international)^	One	Nominated*
Players' representative	One	Nominated by PFAI.
External members	One	Appointed by Board on nomination of Committee

** when nominating a representative NL Clubs shall have one vote each

*while the listed affiliates will have rights to nominate members, all Committees are appointed by the Board.

^ Supporters' representative to be nominated by recognised network of International Teams' Supporters' Clubs.

Secretary to the Committee

The Committee will be supported by a designated member of management who will be the Secretary to the Committee.

The Secretary will:

- ensure that the Committee members receive information and papers in a timely manner to enable full and proper consideration to be given to the issues
- be responsible for the formal induction of new members of the Committee and organising training or mentoring for Committee members where required
- ensure that the work of this Committee is co-ordinated with the work of other Board Committees where relevant and assist the Chair in reporting to the Board on the Committee's activities.

Meetings

The Committee will meet at least 6 times annually and more often if deemed necessary by the Committee.

The Board may ask the Committee to convene further meetings to discuss particular issues on which they require the Committee's advice.

The Chair of the Committee working with the Secretary will prepare and circulate the Agenda for meetings.

Notice of each meeting confirming the venue, time and date together with the Agenda, minutes of the previous meeting, actions log, and relevant papers should be circulated to Committee members and to any other person required to attend, not less than five working days before the meeting.

The quorum for a meeting is 7 members of the Committee.

The Secretary of the Committee shall minute the proceedings and resolutions of Committee meetings.

Members of the Committee shall declare any conflicts of interest at the beginning of each meeting and shall remove themselves from the meeting when the Agenda Item giving rise to the conflict is being discussed and advice or recommendations being agreed.

Members of the Executive may be invited to, and are required to attend, for specific meetings or agenda items at the Committee's request.

The Committee may invite any other persons to attend to assist it with its discussions on any particular matter.

Reporting

The Chair of the Committee will provide regular updates to the Board (including updating the Board on any previous Committee meeting, Committee business and any recommendations, advice and any relevant matters that should be brought to the Board's attention). This update shall be in the form of a formal written report, the minutes of the meeting or a verbal report as specified by the Board.

The Committee must advise the Board between Board meetings if any serious or urgent matter arises within the remit of the Committee.

The Board will be provided with minutes of all Committee meetings.

The Committee will provide an overview of its activities to the Board for inclusion in the Directors' Annual Report (including details of whether external assistance was used during the year and how this assistance was procured).

The Committee will provide the Board with the results of its self-effectiveness review.

Review

This Terms of Reference is required to be approved by the Board in the first instance and reviewed by the Board (at least annually).

National Leagues Committee

Terms of Reference

Purpose

The Board has established a National Leagues Committee to support it in its responsibilities for the promotion and administration of professional and elite level adult football defined as football played in the League of Ireland and Women's National League.

The scope of work of this Committee extends to the National Leagues i.e. League of Ireland and the Women's National League, The FAI Senior Cup and Women's FAI Senior Cup and League Cup.

The FAI National Leagues are the annual League competitions owned, run and promoted by The FAI pursuant to FAI Rules. The implementation of policy as approved by The FAI Board and operations of the League shall be the exclusive responsibility of The FAI National Leagues Committee.

These Terms of Reference are subject, where relevant, to the provisions of the Companies Acts, the Association's Constitution and Rules, UEFA and FIFA Statutes and Regulations and any other applicable laws or regulatory provisions.

Responsibilities, Duties and Rights

Responsibilities

The Committee shall have the following responsibilities:

- Acting in an Executive Role, to manage and control The FAI National League competitions in accordance with the terms of the Participation Agreement signed between The FAI and each Participant Club and subject to the direction and approval of the Board
- to organise annual League Competitions for Participant Clubs and annual cup competitions, inter-league competitions, football matches and other national competitions as may be deemed appropriate by the Board
- to ensure the Participation Agreement and its infrastructure supports the overall aims of The FAI (as the promoter of the competition and governing authority for the sport)
- to oversee the efficient functioning of the Participation Agreement so that any disruption to the competitions or impact on clubs, officials, players and costs are kept to a minimum and that the domestic game is run efficiently and can be supported and promoted in a positive light by all participants

- to approve the composition of the Premier and the First Division, including overseeing the processes agreed from time to time to decide the promotion and relegation of clubs
- to agree the programme of fixtures and start dates for Official Competitions
- ensure, insofar as is possible, that the League competitions are run smoothly and properly and to ensure that protests and/or disputes that may arise between the Participant Clubs are resolved as quickly as possible
- to fix the annual entry fee payable by each Participant Club
- oversee the proper distribution of prize monies and any distributable fund as may be decided by The FAI Board
- to assist Participant Clubs to provide appropriate facilities
- to develop and implement Standing Orders governing the Clubs' Forum and other Clubs' meetings
- to regulate the settling of all disputes and refer disputes to the Disciplinary Bodies as provided under the Participation Agreement
- to convene a Dispute Resolution Chamber in accordance with the rules and procedures set out in the Participation Agreement as required from time to time
- to investigate any breach of the Participation Agreement, save as otherwise provided for under the Participation Agreement and refer disciplinary matters to the Disciplinary Bodies
- to refer matters where appropriate to the Dispute Resolution Chamber, Disciplinary Bodies, FAI Board or to Arbitration or to any other body or person if in the opinion of the Committee the dispute is more appropriately dealt with under the jurisdiction of another body
- designate certain offences as Strict Liability Offences as it deems appropriate from time to time
- to make a referral to The FAI Board under the termination clause of the Participation Agreement and make any recommendation or submission in respect of termination
- to take, without prejudice to an Appeal, such steps, impose and set such restrictions, fines and penalties including setting levels of fines to be imposed by the Disciplinary Bodies or to demand such apologies and take such disciplinary measures not otherwise dealt with by the Disciplinary Bodies, as it deems appropriate, against any person or Participant Club in respect of whom a complaint has been made

Duties

The Committee shall have the following duties:

- To uphold The FAI Rules and the terms of the Participation Agreements and be bound by their provisions
- To agree and work in accordance with an annual work programme approved by the Board
- To work and liaise with other Board Committees as necessary

- To periodically review its own effectiveness (including reviewing its Terms of Reference) and report the results of that review to the Board

Rights

The Committee shall have the following rights:

- To appoint other sub-committees or working groups as required
- To be provided with sufficient resources to carry out its duties including secretarial support to be provided by the Committee Secretary
- To commission reviews, reports, or similar exercises to enable it to carry out its duties in accordance with these Terms of Reference
- To seek any information that it requires from members of the executive of the Association, who are required to co-operate with any request made
- To procure specialist services and/or ad-hoc professional advice at reasonable expense in accordance with budget allocations and in accordance with the Association's Procurement Policy on any matter within its terms of reference
- To allow for the investigation of any complaint, which may be made in writing by any person
- To publish on any appropriate communication platform or in such other manner as it shall think fit, reports of its proceedings, acts, decisions and resolutions
- To be entitled to two (2) tickets in the Directors' Box (or other VIP area) for every match in a League Competition, European Competition, FAI Cup, or other match over which FAI National League Participant Clubs have control

Relationship with Board and Executive

The role of the Committee is twofold (a) provide advice and recommendations to the Board, which is the governing body of the Association, and Executive [where appropriate] on matters within its remit and (b) manage and control the operation of the National Leagues in accordance with Rules and Policies approved by the Board.

In relation to policy issues, the Chief Executive and Executive Team Members responsible for administering the League of Ireland and Women's National League respectively have operational responsibility for implementing decisions made by the Board. In its executive role the Committee may delegate its powers and responsibilities to The FAI National League Director.

Membership

The Committee will comprise 12 members who shall serve for a period of two years. Re-appointment for further terms of two years is possible, but no member shall serve for more than eight years.

From	Number of members	How selected?
Independent Chairperson	One	Appointed by Board
Board	One (Vice Chair)	Appointed by Board.
LOI Premier League Clubs	Four	Nominated*
LOI First Division Clubs	Three	Nominated*
Women' Nat. Lge. Clubs	Three (from clubs not already represented)	Nominated*
External members◊	One	Appointed by Board on nomination of Committee

◊ Specialists with skills, insight or experience to support work of Committee.

In the event that the Independent Chairperson is removed, disqualified or resigns from office, the Vice Chairperson will serve as Chairperson pending the appointment of a new Chairperson by the Board.

If a member nominated to represent LOI clubs is from a club that is promoted or relegated with the result that s/he is not in a position to represent clubs from that tier, s/he shall resign and the tier in question shall nominate a new representative. This shall not preclude the individual from being nominated to represent their club's new division.

Secretary to the Committee

The Committee will be supported by the National League(s) Director who will be the Secretary to the Committee.

The Secretary will:

- ensure that the Committee members receive information and papers in a timely manner to enable full and proper consideration to be given to the issues
- be responsible for the formal induction of new members of the Committee and organising training or mentoring for Committee members where required
- keep the minutes and other records of Committee meetings
- ensure that the work of this Committee is co-ordinated with the work of other Board Committees where relevant and assist the Chair in reporting to the Board on the Committee's activities.

Meetings

The Committee shall meet on at least a monthly basis.

The quorum shall be seven. However, in all circumstance, the quorum must include either the Chairperson or The FAI Board Director who shall be the Vice Chair.

In the absence of the Chairperson the Vice Chair shall chair the meeting.

The Chairperson of the meeting shall have an original vote and a casting vote if required.

A Committee Member will be treated as being present at a meeting if he communicates with the meeting by telephone, video conferencing or other similar method. However, each of the Committee Members participating in the meeting must be able to hear each of the other Committee Members taking part and a Committee Member may not cease to take part in the meeting by disconnecting his telephone or other means of communication unless he has previously obtained the express consent of the Chairperson. A Committee Member shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless he has previously obtained the express consent of the Chairperson to leave the meeting as aforesaid.

No substitutes shall be allowed.

Members of the Committee shall declare any conflicts of interest at the beginning of each meeting and shall remove themselves from the meeting when the Agenda Item giving rise to the conflict is being discussed and advice or recommendations being agreed.

In the event that a Committee meeting is or becomes temporarily inquorate, the Chairperson shall be entitled at his discretion to adjourn the commencement or conduct of the meeting for a period of up to 30 minutes, and to commence or recommence the meeting when a quorum has been achieved. If a quorum is not achieved, or cannot be sustained, the Chairperson shall declare the meeting at an end.

The Chair of the Committee working with the Secretary will prepare and circulate the Agenda for meetings.

Notice of each meeting confirming the venue, time and date together with the Agenda, minutes of the previous meeting, actions log, and relevant papers should be circulated to Committee members and to any other person required to attend, not less than five working days before the meeting.

Members of the Executive may be invited to, and are required to attend, for specific meetings or agenda items at the Committee's request.

The Committee may invite any other persons to attend to assist it with its discussions on any particular matter.

Reporting

The Chair of the Committee will provide regular updates to the Board (including updating the Board on any previous Committee meeting, Committee business and any recommendations, advice and any relevant matters that should be brought to the Board's attention). This update shall be in the form of a formal written report, the minutes of the meeting or a verbal report as specified by the Board.

The Committee must advise the Board between Board meetings if any serious or urgent matter arises within the remit of the Committee.

The Board will be provided with minutes of all Committee meetings.

The Committee will provide an overview of its activities to the Board for inclusion in the Directors' Annual Report (including details of whether external assistance was used during the year and how this assistance was procured).

The Committee will provide the Board with the results of its self-effectiveness review.

Review

These Terms of Reference are required to be approved by the Board in the first instance and reviewed by the Board (at least annually). The Terms of Reference shall be considered by the Committee at its first meeting in each calendar year and in the event that a change is required, such changes must be approved by The FAI Board.

Amateur and Youth Football Committee

Terms of Reference

Purpose

The Board has established an Amateur and Youth Football Committee to support it in its responsibilities for the promotion and administration of football at amateur (adult and youth level).

The scope of work of this Committee extends to all domestic adult and youth football other than the League of Ireland and Women's National League.

The ultimate responsibility for decision making in relation to matters such as playing, coaching and administering football, promoting the game, admission of affiliates, leagues and clubs, investment in facilities and implementing best practice in football coaching and administration rests with the Board which, having considered advice and recommendations from the Committee, shall make the required decisions.

These Terms of Reference are subject, where relevant, to the provisions of the Companies Acts, the Association's Constitution and Rules, UEFA and FIFA Statutes and Regulations and any other applicable laws or regulatory provisions.

Responsibilities, Duties and Rights

Responsibilities

The Committee shall have the following responsibilities:

- To advise the Board on policies, measures and initiatives to encourage and promote football as a healthy recreational activity for all ages
- To advise the Board on the development of strategies and policies to develop, support and ensure the welfare and safeguarding of adult and youth players in clubs.
- To advise the Board on the development of strategies and policies to grow the number of players and clubs playing the game and on the resources required especially in areas where football is under-represented
- To promote the development of women's football ensuring that clubs are making adequate provision for and actively encouraging women to play

- To promote principles of respect, integrity, passion, teamwork and excellence in the playing, coaching and administration of football across the Members of the Association
- To advise the Board on the composition, recognition and admission of adult and youth leagues and affiliates
- To consider and make recommendations to the Board in relation to standard player registration and transfer arrangements and the creation of a database of all adult and youth players
- In conjunction with the Executive, to liaise with FIFA and UEFA to influence and adopt best practice and other guidelines for playing, coaching, promoting and administering football
- To advise the Board in relation to policies and practices to be adopted pursuant to FIFA and UEFA regulations
- To consider and make recommendations to the Board in relation to The FAI rules applicable to football administration
- To advise the Board, when considering annual budgets and investment plans, on investment priorities for the development and progression of amateur and youth football
- To review Club and League facilities and advise the Board in relation to future plans for facility development at clubs and leagues
- To advise the Board on the annual fixture schedules and related matters
- To review on an ongoing basis The FAI's Club accreditation system (FAI Club Mark) and analyse its impact on Club Development
- To judge the annual Club of the Year award
- To be an expert resource and repository of information on football matters at amateur and youth levels.

The Committee shall have the following duties:

- To work and liaise with other Board Committees as necessary
- To agree and work in accordance with an annual work programme approved by the Board
- To periodically review its own effectiveness (including reviewing its Terms of Reference) and report the results of that review to the Board

Rights

The Committee shall have the following rights:

- To be provided with sufficient resources to carry out its duties including secretarial support to be provided by the Committee Secretary
- To commission reviews, reports, or similar exercises to enable it to carry out its duties in accordance with these Terms of Reference

- To seek any information that it requires from members of the executive of the Association, who are required to co-operate with any request made
- To procure specialist services and/or ad-hoc advice at reasonable expense and in accordance with the Association's Procurement Policy on any matter within its Terms of Reference.

Relationship with Board and Executive

The role of the Committee is to consider matters within its remit and provide advice and recommendations to the Board, which is the governing body of the Association, and Executive where appropriate on those matters.

The Chief Executive and Executive Team Member responsible for Grassroots Football have operational responsibility for implementing decisions made by the Board.

The Competitions Department has responsibility for running all amateur national adult and youth football competitions.

Membership

The Committee will comprise up to 12 members as per table below. Members shall serve for a period of two years. Members may be re-appointed for further periods of two years but no member shall serve on the Committee for more than eight years.

From	Number of members	How selected?
Board	One (Chair of Committee)	Appointed by Board.
Provincial Associations	Four (one per Prov. Assoc.)	Nominated*
SFAI	One	Nominated*
Committee nominee from Women's Football Strategy Committee.	One	Nominated*
IUFU/CFAI/WCSAI	One	Nominated*
Referees' Representative	One	Nominated*
Defence Forces/Football for All	One	Nominated* (position rotates between affiliates)
External members	Two	Appointed by Board on nomination of Committee

*while the listed affiliates will have rights to nominate members, all Committees are appointed by the Board.

Secretary to the Committee

The Committee will be supported by a designated member of management who will be the Secretary to the Committee.

The Secretary will:

- ensure that the Committee members receive information and papers in a timely manner to enable full and proper consideration to be given to the issues
- be responsible for the formal induction of new members of the Committee and organising training or mentoring for Committee members where required
- ensure that the work of this Committee is co-ordinated with the work of other Board Committees where relevant and assist the Chair in reporting to the Board on the Committee's activities.

Meetings

The Committee will meet at least 6 times annually and more often if deemed necessary by the Committee.

The Board may ask the Committee to convene further meetings to discuss particular issues on which they require the Committee's advice.

The Chair of the Committee working with the Secretary will prepare and circulate the Agenda for meetings.

Notice of each meeting confirming the venue, time and date together with the Agenda, minutes of the previous meeting, actions log, and relevant papers should be circulated to Committee members and to any other person required to attend, not less than five working days before the meeting.

The quorum for a meeting is 7 members of the Committee.

The Secretary of the Committee shall minute the proceedings and resolutions of Committee meetings.

Members of the Committee shall declare any conflicts of interest at the beginning of each meeting and shall remove themselves from the meeting when the Agenda Item giving rise to the conflict is being discussed and advice or recommendations being agreed.

Members of the Executive may be invited to, and are required to attend, for specific meetings or agenda items at the Committee's request.

The Committee may invite any other persons to attend to assist it with its discussions on any particular matter.

The Committee may ask any or all of those who normally attend but who are not members to withdraw to facilitate open and frank discussion of particular matters.

Reporting

The Chair of the Committee will provide regular updates to the Board (including updating the Board on any previous Committee meeting, Committee business and any recommendations,

advice and any relevant matters that should be brought to the Board's attention). This update shall be in the form of a formal written report, the minutes of the meeting or a verbal report as specified by the Board.

The Committee must advise the Board between Board meetings if any serious or urgent matter arises within the remit of the Committee.

The Board will be provided with minutes of all Committee meetings.

The Committee will provide an overview of its activities to the Board for inclusion in the Directors' Annual Report (including details of whether external assistance was used during the year and how this assistance was procured).

The Committee will provide the Board with the results of its self-effectiveness review.

Review

This Terms of Reference is required to be approved by the Board in the first instance and reviewed by the Board (at least annually).

Underage Football Committee

Terms of Reference

Purpose

The Board has established an Underage Football Committee to support it in its responsibilities for the promotion and administration of football at underage level defined as children aged 16 and under.

The ultimate responsibility for decision making in relation to matters such as admission of underage affiliates and leagues, defining coaching standards and accrediting coaches, determining player pathways etc. rests with the Board which, having considered advice and recommendations from the Committee, shall make the required decisions.

These Terms of Reference are subject, where relevant, to the provisions of the Companies Acts, the Association's Constitution and Rules, UEFA and FIFA Statutes and Regulations and any other applicable laws or regulatory provisions.

Responsibilities, Duties and Rights

Responsibilities

The Committee shall have the following responsibilities:

- To advise the Board on policies, measures and initiatives to encourage and promote football as a healthy recreational activity for children of all ages
- To advise the Board on the development of strategies and policies to develop, support and ensure the welfare and safeguarding of underage players in clubs and schools
- To promote principles of respect, integrity, passion, teamwork, and excellence in playing, coaching and administration of underage football
- To advise the Board on the limit of jurisdiction of underage football and provide for transition from underage to youth to adult football both amateur and professional
- To advise the Board on the composition, recognition and admission of underage leagues and affiliates
- To consider and make recommendations to the Board in relation to standard player registration and transfer arrangements and the creation of database of all underage players
- In conjunction with the Executive, to liaise with FIFA and UEFA to influence and adopt best practice and other guidelines for underage and football

- To consider and make recommendations to the Board in relation to The FAI rules applicable to underage football
- To liaise with the Executive and advise the Board in relation to compensation policy consistent with FIFA and UEFA Statutes and Principles arising from fees payable in respect of underage or former underage players signing professional contracts or being transferred
- To identify, consider and make recommendations to the Board in relation to underage football issues arising from UEFA and FAI Club Licensing requirements
- To advise the Board, when considering annual budgets and investment plans, on investment priorities for the development and progression of underage football.

Duties

The Committee shall have the following duties:

- To work and liaise with other Board Committees as necessary
- To agree and work in accordance with an annual work programme approved by the Board
- To periodically review its own effectiveness (including reviewing its Terms of Reference) and report the results of that review to the Board

Rights

The Committee shall have the following rights:

- To be provided with sufficient resources to carry out its duties including secretarial support to be provided by the Committee Secretary
- To commission reviews, reports, or similar exercises to enable it to carry out its duties in accordance with these Terms of Reference
- To seek any information that it requires from members of the Executive, who are required to co-operate with any request made
- To procure specialist services and/or ad-hoc advice at reasonable expense and in accordance with the Association's Procurement Policy on any matter within its terms of reference.

Relationship with Board and Executive

The role of the Committee is to consider matters within its remit and provide advice and recommendations to the Board, which is the governing body of the Association, and Executive where appropriate on those matters.

The Chief Executive and Executive Team Member responsible for Grassroots Football have operational responsibility for implementing decisions made by the Board.

The Competitions Department has responsibility for running all national competitions.

Membership

The Committee will comprise up to 12 members as per table below. Members shall serve for a period of two years. Members may be re-appointed for further periods of two years but no member shall serve on the Committee for more than eight years.

From	Number of members	How selected?
Board	One (Chair of Committee)^	Appointed by Board.
National League Clubs	Two	Nominated*
Provincial Associations	One (representing youth football)	Nominated*
SFAI	Four (one from each province)	Nominated*
FAI Schools	One	Nominated*
Committee Nominee** from Women's Football Strategy Committee	One	Nominated*
Football for All	One	Nominated*
External members	One	Appointed by Board on nomination of Committee

*while the listed affiliates will have rights to nominate members, all Committees are appointed by the Board.

^ the Chair shall be the Underage football nominee to the Board.

** nominated by SFAI

Secretary to the Committee

The Committee will be supported by a designated member of management who will be the Secretary to the Committee.

The Secretary will:

- ensure that the Committee members receive information and papers in a timely manner to enable full and proper consideration to be given to the issues
- be responsible for the formal induction of new members of the Committee and organising training or mentoring for Committee members where required
- ensure that the work of this Committee is co-ordinated with the work of other Board Committees where relevant and assist the Chair in reporting to the Board on the Committee's activities.

Meetings

The Committee will meet at least 6 times annually and more often if deemed necessary by the Committee.

The Board may ask the Committee to convene further meetings to discuss particular issues on which they require the Committee's advice.

The Chair of the Committee working with the Secretary will prepare and circulate the Agenda for meetings.

Notice of each meeting confirming the venue, time and date together with the Agenda, minutes of the previous meeting, actions log, and relevant papers should be circulated to Committee members and to any other person required to attend, not less than five working days before the meeting.

The quorum for a meeting is 7 members of the Committee.

The Committee Secretary shall minute the proceedings and resolutions of Committee meetings.

Members of the Committee shall declare any conflicts of interest at the beginning of each meeting and shall remove themselves from the meeting when the Agenda Item giving rise to the conflict is being discussed and advice or recommendations being agreed.

Members of the Executive may be invited to, and are required to attend, for specific meetings or agenda items at the Committee's request.

The Committee may invite any other persons to attend to assist it with its discussions.

Reporting

The Chair of the Committee will provide regular updates to the Board (including updating the Board on any previous Committee meeting, Committee business and any recommendations, advice and any relevant matters that should be brought to the Board's attention). This update shall be in the form of a formal written report, the minutes of the meeting or a verbal report as specified by the Board.

The Committee must advise the Board between Board meetings if any serious or urgent matter arises within the remit of the Committee.

The Board will be provided with minutes of all Committee meetings.

The Committee will provide an overview of its activities to the Board for inclusion in the Directors' Annual Report (including details of whether external assistance was used during the year and how this assistance was procured).

The Committee will provide the Board with the results of its self-effectiveness review.

Review

This Terms of Reference is required to be approved by the Board in the first instance and reviewed by the Board (at least annually).

Women's Football Strategic Committee

Terms of Reference

Purpose

The Board has established a Women's Football Strategic Committee to support it in its responsibilities for the promotion and administration of women's football. The Board has established four other Football Committees dealing with International and High Performance Football, the National Leagues, Amateur and Youth Football and Underage Football.

Given that the promotion of equality between female and male players is a key principle for all Committees, the role of the Women's Football Strategic Committee is to work with other Committees to provide advice on how women's football can be promoted, administered and supported and to hold other Committees to account for ensuring that adequate resources and attention are devoted to women's football within their remit.

The ultimate responsibility for decision making in relation to matters such as the administration and promotion of women's football rests with the Board which, having considered advice and recommendations from the Committee, shall make the required decisions.

These Terms of Reference are subject, where relevant, to the provisions of the Companies Acts, the Association's Constitution and Rules, UEFA and FIFA Statutes and Regulations and any other applicable laws or regulatory provisions.

Responsibilities, Duties and Rights

Responsibilities

The Committee shall have the following responsibilities:

- To advise on measures to better promote and administer women's football at International, National League, Amateur and Youth and Underage level
- To provide a forum for the exchange of views on current women's football topics
- To assist in drawing up and implementing girls' and women's football strategies and programmes
- To lead the development of education, training and development programmes to identify and nurture talented women players, coaches, referees and administrators and so accelerate their progress towards leadership positions in the Association and in the wider game

- To advise the other football committees on programmes, plans, competition structures and other measures designed to increase female participation in football as players, coaches, referees and administrators
- To review plans and proposals developed by the Board and/or other Football Committees to ensure they make appropriate provision for women's football and that the views of female players, coaches, referees and administrators are taken into account

Duties

The Committee shall have the following duties:

- To work and liaise with other Board Committees as necessary
- To agree and work in accordance with an annual work programme approved by the Board
- To periodically review its own effectiveness (including reviewing its Terms of Reference) and report the results of that review to the Board

Rights

The Committee shall have the following rights:

- To be provided with sufficient resources to carry out its duties including secretarial support to be provided by the Committee Secretary
- To commission reviews, reports, or similar exercises to enable it to carry out its duties in accordance with these Terms of Reference
- To be consulted on any proposal impacting on the development of women's football
- To audit the activities of other Committees to ensure that adequate attention and resources are being committed to women's football and to the promotion of equal opportunities between women and men in all facets of the game
- To seek any information it requires from members of the executive of the Association, who are required to co-operate with any request made
- To procure specialist services and/or ad-hoc advice at reasonable expense and in accordance with the Association's Procurement Policy on any matter within its Terms of Reference.

Relationship with Board and Executive

The role of the Committee is to consider matters within its remit and provide advice and recommendations to the Board, which is the governing body of the Association, other Football Committees and Executive where appropriate on those matters.

The Chief Executive and Executive Team Members have operational responsibility for implementing decisions made by the Board.

Membership

The Committee will comprise up to 13 members as per table below. Members shall serve for a period of two years. Members may be re-appointed for further periods of two years, but no member shall serve on the Committee for more than eight years.

From	Number of members	How selected?
Independent Chair*	One	Identified by Nominations Committee and appointed by Board.
Board	Two	Appointed by Board.
Professional Football	Two	One representative of NLC. One nominated by General Assembly
Amateur Football	Two	Nominated by General Assembly
National Bodies	Three^^	Nominated by General Assembly
Current or recently retired female player	One	Appointed by Board on nomination of Committee
External members^	Two	Appointed by Board on nomination of Committee

*It is proposed that the Committee should be chaired by a high profile respected female leader as a statement of commitment on the part of FAI to the advancement of women's football and the role of women in the game generally.

^ Provide expertise on female participation, marketing, female athlete development or other skills relevant to promoting gender equity in playing and administering football.

^^ Of whom two members will represent underage girls' football.

Secretary to the Committee

The Committee will be supported by a designated member of management who will be the Secretary to the Committee.

The Secretary will:

- ensure that the Committee members receive information and papers in a timely manner to enable full and proper consideration to be given to the issues
- be responsible for the formal induction of new members of the Committee and organising training or mentoring for Committee members where required
- ensure that the work of this Committee is co-ordinated with the work of other Board Committees where relevant and assist the Chair in reporting to the Board on the Committee's activities.

Meetings

The Committee will meet at least 6 times annually and more often if deemed necessary by the Committee. The Board may ask the Committee to convene further meetings to discuss particular issues on which they require the Committee's advice.

The Chair of the Committee working with the Secretary will prepare and circulate the Agenda for meetings.

Notice of each meeting confirming the venue, time and date together with the Agenda, minutes of the previous meeting, actions log, and relevant papers should be circulated to Committee members and to any other person required to attend, not less than five working days before the meeting.

The quorum for a meeting is 7 members of the Committee.

The Secretary of the Committee shall minute the proceedings and resolutions of meetings.

Members of the Committee shall declare any conflicts of interest at the beginning of each meeting and shall remove themselves from the meeting when the Agenda Item giving rise to the conflict is being discussed and advice or recommendations being agreed.

Members of the Executive may be invited to, and are required to attend, for specific meetings or agenda items at the Committee's request. The Committee may invite any other persons to attend to assist it with its discussions on any particular matter.

Reporting

The Chair of the Committee will provide regular updates to the Board (including updating the Board on any previous Committee meeting, Committee business and any recommendations, advice and any relevant matters that should be brought to the Board's attention). This update shall be in the form of a formal written report, the minutes of the meeting or a verbal report as specified by the Board.

The Committee must advise the Board between Board meetings if any serious or urgent matter arises within the remit of the Committee.

The Board will be provided with minutes of all Committee meetings.

The Committee will provide an overview of its activities to the Board for inclusion in the Directors' Annual Report (including details of whether external assistance was used during the year and how this assistance was procured).

The Committee will provide the Board with the results of its self-effectiveness review.

Review

This Terms of Reference is required to be approved by the Board in the first instance and reviewed by the Board (at least annually).

Commercial Committee

Terms of Reference

Purpose

The Board has established a Commercial Committee to support it in its responsibilities to put in place commercial partnerships and arrangements to increase the level of sustainable revenue from commercial sources including media rights.

The ultimate responsibility for the commercial policy and strategy of the Association belongs to the Board which, having considered advice and recommendations from the Committee, shall make the required decisions.

These Terms of Reference are subject, where relevant, to the provisions of the Companies Acts, the Association's Constitution and Rules, UEFA and FIFA Statutes and Regulations and any other applicable laws or regulatory provisions.

Responsibilities, Duties and Rights

Responsibilities

The Committee shall have the following responsibilities:

- To provide support to the Board in the formulation and implementation of a strategy focused on generating increased income for the Association from commercial activity
- To support the Executive in identifying, evaluating and developing new commercial revenue generation opportunities for the Association
- To support the Board and Executive in assessing the evolving media rights landscape and developing partnerships that maximise the commercial benefit to the Association while also potentially providing other benefits e.g. increasing viewership and listenership audiences for Irish football
- To assess the commercial and other merits e.g. reputational benefits of commercial opportunities including the costs, benefits and risks involved and assess whether proposals are consistent with the Associations' values and objectives
- To monitor existing commercial partnerships and arrangements, particularly at the time of renewal or extension to ensure they continue to accord with Association principles and policies
- To report to the Board on any new income generating opportunities or proposals

Duties

The Committee shall have the following duties:

- To work with other Committees in the promotion of commercial activities and to ensure all commercial arrangements fully accord with the requirements of other Committees such as Finance, Audit, Risk and Compliance
- To agree, and work in accordance with, an annual work programme approved by the Board
- To periodically review its own effectiveness (including reviewing its Terms of Reference) and report the results of that review to the Board

Rights

The Committee shall have the following rights:

- To be provided with sufficient resources to carry out its duties including secretarial support to be provided by the Committee Secretary
- To commission reviews, reports, or similar exercises to enable it to carry out its duties in accordance with these Terms of Reference
- To seek any information it requires from members of the executive of the Association, who are required to co-operate with any request made
- To procure specialist services and/or ad-hoc advice at reasonable expense and in accordance with the Association's Procurement Policy on any matter within its terms of reference.

Relationship with Board and Executive

The role of the Committee is to consider matters within its remit and provide advice and recommendations to the Board, which is the governing body of the Association, and Executive where appropriate on those matters.

The Chief Executive and Commercial Director have operational responsibility for implementing decisions made by the Board.

Membership

The Board will appoint up to 6 members to this Committee and members shall serve for a period of two years. Members may be re-appointed for further terms of two years, but no member shall serve for more than eight years.

From	Number of members	How selected?
Board	Two (one to Chair Committee)	Appointed by Board.
Members	Two	Nominated by GA
External members*	Two	Co-opted by Board

External Members would be selected based on experience and expertise in areas such as sports sponsorship, media rights, commercial partnerships, digital strategy and social media.

Secretary to the Committee

The Committee will be supported by a designated member of the Executive who will be the Secretary to the Committee.

The Secretary will:

- ensure that the Committee members receive information and papers in a timely manner to enable full and proper consideration to be given to the issues
- be responsible for the formal induction of new members of the Committee and organising training or mentoring for Committee members where required
- ensure that the work of this Committee is co-ordinated with the work of other Board Committees where relevant and assist the Chair in reporting to the Board on the Committee's activities.

Meetings

The Committee will meet at least 6 times annually and more often if deemed necessary by the Committee.

The Board may ask the Committee to convene further meetings to discuss particular issues on which they require the Committee's advice.

The Chair of the Committee working with the Secretary will prepare and circulate the Agenda for meetings.

Notice of each meeting confirming the venue, time and date together with the Agenda, minutes of the previous meeting, actions log, and relevant papers should be circulated to Committee members and to any other person required to attend, not less than five working days before the meeting.

The quorum for a meeting is 4 members of the Committee.

The Secretary of the Committee shall minute the proceedings and resolutions of Committee meetings.

Members of the Committee shall declare any conflicts of interest at the beginning of each meeting and shall remove themselves from the meeting when the Agenda Item giving rise to the conflict is being discussed and advice or recommendations being agreed.

Members of the Executive may be invited to, and are required to attend, for specific meetings or agenda items at the Committee's request.

The Committee may invite any other persons to attend to assist it with its discussions on any particular matter.

The Committee may ask any or all of those who normally attend but who are not members to withdraw to facilitate open and frank discussion of particular matters.

Reporting

The Chair of the Committee will provide regular updates to the Board (including updating the Board on any previous Committee meeting, Committee business and any recommendations, advice and any relevant matters that should be brought to the Board's attention). This update shall be in the form of a formal written report, the minutes of the meeting or a verbal report as specified by the Board.

The Committee must advise the Board between Board meetings if any serious or urgent matter arises within the remit of the Committee.

The Board will be provided with minutes of all Committee meetings.

The Committee will provide an overview of its activities to the Board for inclusion in the Directors' Annual Report (including details of whether external assistance was used during the year and how this assistance was procured).

The Committee will provide the Board with the results of its self-effectiveness review.

Review

This Terms of Reference is required to be approved by the Board in the first instance and reviewed by the Board (at least annually).

Executive Performance and Remuneration Committee

Terms of Reference

Purpose

The Board has established an Executive Performance and Remuneration Committee (EPRC) to support it in its responsibilities for (a) assessing the performance of the Chief Executive and Executive Team (b) determining executive remuneration policy and, in consultation with the CEO, (c) determining pay and benefits policy for FAI staff and (d) determining policies on salaries, fees and incentives for international players and staff.

The ultimate responsibility for assessing executive performance and setting remuneration policy rests with the Board which, having considered advice and recommendations from the Committee, shall make the required decisions.

These Terms of Reference are subject, where relevant, to the provisions of the Companies Acts, the Association's Constitution and Rules, UEFA and FIFA Statutes and Regulations and any other applicable laws or regulatory provisions.

Responsibilities, Duties and Rights

Responsibilities

The Committee shall have the following responsibilities:

- To assist the Board in determining the overall remuneration policy for the Association's executive, including the Chief Executive and Executive Team Members and other management grades within the organisation
- To assist the Board in setting the remuneration and other terms and conditions of employment of the Chief Executive
- In consultation with the CEO, to assist the Board in setting the remuneration and other terms and conditions of employment of Executive Team members
- In consultation with the CEO, to determine policies on salaries, fees and incentives for international players and staff
- To assist the Board in ensuring that the remuneration and other terms and conditions of employment of the Chief Executive and Executive Team Members are fair and reasonable, that good performance is recognised, and that failure or poor performance is not rewarded

- To assist the Board in reviewing and approving performance related pay arrangements in operation, if any, and to recommend approval of any individual payment and the total annual payments to be made under such arrangements
- To assist the Board to formally assess the CEO's performance on an annual basis by developing a transparent methodology and criteria that have regard to performance indicators developed in line with the strategic plan and annual priorities as determined by the Board
- To consider and make recommendations to the Board on the Association's pension strategy
- To review and recommend approval of material amendments to staff pension benefits
- To advise the Board on an expenses policy for the CEO and Executive Team members and on arrangements for the approval of such expense claims
- To arrange an external review of the Association's pay model (including remuneration levels for the Chief Executive and Executive Team members and system of performance management at least every three years

Duties

The Committee shall have the following duties:

- To work and liaise with other Board Committees as necessary
- To agree and work in accordance with an annual work programme approved by the Board
- To periodically review its own effectiveness (including reviewing its Terms of Reference) and report the results of that review to the Board

Rights

The Committee shall have the following rights:

- To be provided with sufficient resources to carry out its duties including secretarial support to be provided by the Head of HR
- To be provided with information on the Association's performance management system, if any, and how it aligns with the strategic and other business plans
- To have access to contracts of employment of staff for the sole purpose of ensuring those contracts are consistent with Association policy on terms and conditions of employment
- To commission reviews, reports, or similar exercises to enable it to carry out its duties in accordance with these Terms of Reference
- To seek any information it requires from members of the executive of the Association, who are required to co-operate with any request made
- To procure specialist services and/or ad-hoc advice at reasonable expense and in accordance with the Association's Procurement Policy on any matter within its terms of reference.

Relationship with Board and Executive

The role of the Committee is to consider matters within its remit and provide advice and recommendations to the Board, which is the governing body of the Association, and Executive [where appropriate] on those matters.

The Chief Executive and Head of HR has operational responsibility for implementing decisions made by the Board except in the case of decisions relating to the CEO which shall be the responsibility of the Chairperson.

Membership

The Board will appoint up to 6 members to this Committee and members shall serve for a period of two years. Members may be re-appointed for further periods of two years, but no member shall serve on the Committee for more than eight years.

Two of the members shall be Independent Directors, one of whom shall Chair the Committee. The other members shall comprise one football director and [two] external members with expertise in relevant areas e.g. executive performance, employment and remuneration policy, pensions, finance, or legal matters and remuneration and incentive practices applicable in international football.

Secretary to the Committee

The Committee will be supported by the Head of HR who will be the Secretary to the Committee.

The Secretary will:

- ensure that the Committee members receive information and papers in a timely manner to enable full and proper consideration to be given to the issues
- be responsible for the formal induction of new members of the Committee and organising training or mentoring for Committee members where required
- ensure that the work of this Committee is co-ordinated with the work of other Board Committees where relevant and assist the Chair in reporting to the Board on the Committee's activities.

Meetings

The Committee will meet at least 4 times annually and more often if deemed necessary by the Committee.

The Board may ask the Committee to convene further meetings to discuss particular issues on which they require the Committee's advice.

The Chair of the Committee working with the Secretary will prepare and circulate the Agenda for meetings.

Notice of each meeting confirming the venue, time and date together with the Agenda, minutes of the previous meeting, actions log, and relevant papers should be circulated to

Committee members and to any other person required to attend, not less than five working days before the meeting.

The quorum for a meeting is three members of the Committee which must include one Independent Director

The Secretary of the Committee shall minute the proceedings and resolutions of Committee meetings.

Members of the Committee shall declare any conflicts of interest at the beginning of each meeting and shall remove themselves from the meeting when the Agenda Item giving rise to the conflict is being discussed and advice or recommendations being agreed.

Members of the Executive may be invited to, and are required to attend, for specific meetings or agenda items at the Committee's request.

The Committee may invite any other persons to attend to assist it with its discussions on any particular matter.

The Committee may ask any or all of those who normally attend but who are not members to withdraw to facilitate open and frank discussion of particular matters.

Reporting

The Chair of the Committee will provide regular updates to the Board (including updating the Board on any previous Committee meeting, Committee business and any recommendations, advice and any relevant matters that should be brought to the Board's attention). This update shall be in the form of a formal written report, the minutes of the meeting or a verbal report as specified by the Board.

The Committee must advise the Board between Board meetings if any serious or urgent matter arises within the remit of the Committee.

The Board will be provided with minutes of all Committee meetings.

The Committee will provide an overview of its activities to the Board for inclusion in the Directors' Annual Report (including details of whether external assistance was used during the year and how this assistance was procured).

The Committee will provide the Board with the results of its self-effectiveness review.

Review

This Terms of Reference is required to be approved by the Board in the first instance and reviewed by the Board (at least annually).

Nominations Committee

Terms of Reference

Purpose

The Board has established a Nominations Committee to support them in their responsibilities for (a) succession planning for the Board of the Association including identifying the skills and experience required of prospective directors (b) the appointment of independent directors and an independent chairperson to the FAI Board (c) the identification and selection of Board Committee members to supplement Committee members appointed by the Board and/or nominated from within the membership and (d) appointing the Chief Executive and other members of the Executive Team.

The ultimate responsibility for decisions rests with the Board which, having considered advice and recommendations from the Committee, shall make the required decisions.

These Terms of Reference are subject, where relevant, to the provisions of the Companies Acts, the Association's Constitution and Rules, UEFA and FIFA Statutes and Regulations and any other applicable laws or regulatory provisions.

Responsibilities, Duties and Rights

Responsibilities

The Committee shall have the following responsibilities:

In relation to the Board:

- To plan for Director succession in a timely way having regard to the term limits for Directors set out in the FAI's Constitution
- To review the structure, size, composition and succession planning requirements of the Board periodically, and make recommendations to the Board about the profile of Independent Directors, the Independent Chair and board members nominated by the General Assembly to meet the needs identified for the Board
- When considering the skills and experience requirements for these positions, to have regard to the results of the annual board evaluation and any other inputs the Committee considers relevant and to take into account specific requirements e.g. skills gaps, and the promotion of greater diversity, including gender to bring balance to the Board

- To agree and run the search and selection process for independent directors, including overseeing the work of any in-house team or external agency charged with assisting in the process, and conducting or overseeing the interview process
- To recommend for appointment by the Board, subject to ratification by the members at the General Assembly, the Independent Board Directors and the Independent Chair.

In relation to Board Committees:

- To devise and maintain the process whereby a pool of potential Committee members is created and refreshed regularly to fill vacancies on board committees where they arise
- To assist the Board and Committees in defining skills and other requirements and developing role profiles for Committee positions
- To assess potential candidates to fill independent or external vacancies on Board Committees i.e. positions where candidates are not nominated by FAI Members and recommend candidates for co-option by the Board

In relation to the appointment of the Chief Executive:

- To agree and run the search and selection process for the position of CEO, including overseeing the work of any in-house team or external agency charged with assisting in the process, and conducting or overseeing the interview process
- To recommend a candidate for the post of Chief Executive for appointment by the Board.

In relation to other Senior Executive appointments:

- To consider and recommend for approval by the Board the recruitment process for other senior executive positions, including where the process may be limited to internal candidates
- To assist and advise the CEO, where requested, in running the process.

Duties

The Committee shall have the following duties:

- To work and liaise with other Board Committees notably the Executive Performance and Remuneration Committee as necessary
- To have regard to the requirements of the FAI Electoral Code when identifying, nominating or recommending the co-option of any Director or Committee member
- To agree and work in accordance with an annual work programme approved by the Board
- To periodically review its own effectiveness (including reviewing its Terms of Reference) and report the results of that review to the Board

Rights

The Committee shall have the following rights:

- To be provided with sufficient resources to carry out its duties including secretarial support to be provided by the Company Secretary
- To commission reviews, reports, or similar exercises to enable it to carry out its duties in accordance with these Terms of Reference
- To seek any information it requires from members of the executive of the Association, who are required to co-operate with any request made
- To procure specialist services and/or ad-hoc advice at reasonable expense and in accordance with the Association's Procurement Policy on any matter within its terms of reference.

Relationship with Board and Executive

The role of the Committee is to consider matters within its remit and provide advice and recommendations to the Board, which is the governing body of the Association, and Chief Executive where appropriate on those matters.

The Company Secretary shall have operational responsibility for implementing decisions made by the Board in relation to Directors and Committee member appointments. The CEO shall have responsibility for appointing Executive Team members subject to the process followed being approved by the Committee.

Membership

The Committee will comprise not more than six members as per table below. Members shall serve for a period of two years. Members may be re-appointed for further periods of two years, but no member shall serve on the Committee for more than eight years.

From	Number of members	How selected?
Board	President (Chair of Committee)	Ex-officio
	Chair of Board	Ex-officio
	One additional director	Appointed by Board
External members	HR expert	Appointed by Board
	Two nominees from Sport Ireland	Nominated by Sport Ireland.

The Board may (subject always to the membership not exceeding 6 members) co-opt additional external members to the Committee to provide specialist skills, knowledge and experience.

[The Board may appoint specialist advisors to the Committee which may include external or internal persons including but not limited to Board Members. Such specialist will not be a member of the Committee but will assist in providing advice to the Committee.]

Final determination on the number of members on the Committee is a decision for the Board.

Secretary to the Committee

The Committee will be supported by [the Company Secretary] a designated member of management who will be the Secretary to the Committee.

The Secretary will:

- ensure that the Committee members receive information and papers in a timely manner to enable full and proper consideration to be given to the issues
- be responsible for the formal induction of new members of the Committee and organising training or mentoring for Committee members where required
- ensure that the work of this Committee is co-ordinated with the work of other Board Committees where relevant and assist the Chair in reporting to the Board on the Committee's activities.

Meetings

The Committee will meet at least twice annually and more often if deemed necessary by the Committee.

The Board may ask the Committee to convene further meetings to discuss particular issues on which they require the Committee's advice.

The Chair of the Committee working with the Secretary will prepare and circulate the Agenda for meetings.

Notice of each meeting confirming the venue, time and date together with the Agenda, minutes of the previous meeting, actions log, and relevant papers should be circulated to Committee members and to any other person required to attend, not less than five working days before the meeting.

The quorum for a meeting is 4 members of the Committee including either the President or Chair of the Board.

The Secretary of the Committee shall minute the proceedings and resolutions of Committee meetings.

Members of the Committee shall declare any conflicts of interest at the beginning of each meeting and shall remove themselves from the meeting when the Agenda Item giving rise to the conflict is being discussed and advice or recommendations being agreed.

Members of the Executive may be invited to, and are required to attend, for specific meetings or agenda items at the Committee's request.

The Committee may invite any other persons to attend to assist it with its discussions on any particular matter.

The Committee may ask any or all of those who normally attend but who are not members to withdraw to facilitate open and frank discussion of particular matters.

Reporting

The Chair of the Committee will provide regular updates to the Board (including updating the Board on any previous Committee meeting, Committee business and any recommendations, advice and any relevant matters that should be brought to the Board's attention). This update shall be in the form of a formal written report, the minutes of the meeting or a verbal report as specified by the Board.

The Committee must advise the Board between Board meetings if any serious or urgent matter arises within the remit of the Committee.

The Board will be provided with minutes of all Committee meetings.

The Committee will provide an overview of its activities to the Board for inclusion in the Directors' Annual Report (including details of whether external assistance was used during the year and how this assistance was procured).

The Committee will provide the Board with the results of its self-effectiveness review.

Review

This Terms of Reference is required to be approved by the Board in the first instance and reviewed by the Board (at least annually).

Governance Committee

Terms of Reference

Purpose

The Board has established a Governance Committee to support the Board in its responsibilities for governance of The FAI. However, as with all aspects of the governance, the ultimate responsibility for this area rests with the Board who must fully consider, approve, ratify, or amend the recommendations and advice from the Committee.

This Terms of Reference is subject to the provisions of the Companies Act, the Association's rules, Constitution (i.e. Memorandum & Articles of Association) and any other applicable laws or regulatory provisions including UEFA and FIFA statutes.

Responsibilities, Duties and Rights

Responsibilities

The Committee shall have the following responsibilities:

- to make recommendations to the Board on all governance related matters, with the Board having ultimate authority to approve or not the recommendations made.

In relation to governance policies and processes

The Committee will:

- oversee the development of effective governance processes and procedures for FAI and make recommendations to the Board on Governance policies and procedures to be adopted.
- review governance procedures and processes on a regular basis taking account of relevant Codes and Standards.

In relation to Governance Reform

The Committee will:

- provide support to the Board in the formulation and management of a strategy in governance and governance reform and will support the Board in ensuring effective governance in line with corporate objectives and principles.
- will oversee and ensure the successful implementation of governance reform recommendations as directed by the Board including the IPA Governance Review, the KOSI report, the MOU with Government, and will review and make recommendations to the Board from time to time in respect of the proposals for the implementation of such existing governance reform recommendations.

- make recommendations to the Board from time to time to ensure that the Board maintains and applies best practice in respect of the governance of The FAI and of the business of The FAI.

Duties

The Committee shall have the following duties:

- To work and liaise with other Board Committees as necessary
- To agree and work in accordance with an annual work programme approved by the Board
- To periodically review its own effectiveness (including reviewing its Terms of Reference) and report the results of that review to the Board

The Committee's duties and responsibilities may be amended and updated by the Board as and when required.

Rights

- The Committee shall be provided with sufficient resources to carry out its duties.
- The Committee is authorised by the Board to seek any information it requires from members of the executive of The FAI, who are required to co-operate with any request made.
- The Committee may procure and or avail of specialist ad-hoc advice at the reasonable expense of the FAI, subject to budgets agreed by the Board, on any matter within its terms of reference.

Membership

- The Committee will consist of a maximum of 6 members drawn from the Board of the FAI in addition to any external members that the Committee with the approval of the Board may from time to time co-opt onto the Committee to provide specialist skills, knowledge and experience.
- The skills and expertise on the Committee must include relevant governance expertise, financial and/or commercial expertise, accounting expertise and legal expertise.
- Appointments to the Committee shall be made by the Board.
- Each Committee member will be appointed for a term which shall expire co-terminus with the term of the then current Board or 2 years whichever is the earlier.
- The Chairperson of the Committee shall be one of the Committee members and shall be appointed by the Board.

Secretary to the Committee

- The Committee will be provided with a secretariat function by a designated member of the executive.
- The Secretary will ensure that the Committee members receive information and papers in a timely manner to enable full and proper consideration to be given to the issues.

- The Secretary is also responsible for the formal induction of new members of the Committee and organising mentoring for Committee members where required.
- The Committee Secretary will also have a role in facilitating overall co-ordination of the work of the Committees and their reporting to the Board.

Meetings

- The Committee will meet not less than 6 times a year.
- The Chairperson of the Committee may convene additional meetings, as they deem necessary.
- The Chairperson of the Committee together with the Secretary will draw up the Agenda for the meeting.
- Notice of each meeting confirming the venue, time and date together with the Agenda, minutes of the previous meeting, actions log, and relevant papers will be circulated to Committee members and to the extent relevant and necessary to any other person required to attend, not later than five working days in advance of the meeting.
- A minimum of three members of the Committee must be present for the meeting to be deemed quorate.
- The Secretary of the Committee shall minute the proceedings and resolutions of all meetings of the Committee, including recording the names of those present and in attendance.
- As the business of the Committee requires, the CEO and any other executive members may be invited and are required to attend for specific meetings or agenda items at the Committee's request.
- The Committee may ask any other persons (including other staff of the FAI) to attend to assist it with discussions on any matter.
- The Committee may ask any or all of those who normally attend but who are not members of the Committee to withdraw to facilitate open and frank discussion of matters; and
- The Board may ask the Committee to convene further meetings to discuss issues on which they seek the Committee's advice.

Reporting

- At all Board meetings the Committee will provide an update to the Board (including updating the Board on any previous Committee meeting, Committee business and any recommendations, advice and any relevant matters that should be brought to the Board's attention). This update will be in the form of formal written report for those Board meetings after a Committee meeting.

- The Committee must advise the Board between Board meetings if a matter is urgent and/or serious.
- The Board will be provided with all minutes of Committee meetings.
- The Committee shall make a statement and provide an overview of its activities in the Annual Report.
- The Committee will provide the Board with an Annual Report summarising its conclusions from the work it has done during the year, progress with its work programme and the outcome of its self-effectiveness review.

Review

This Terms of Reference is required to be approved by the Board in the first instance and reviewed by the Board (at least annually).

Audit, Risk, Compliance and Finance Committee

Terms of Reference

Purpose

The purpose of the Committee is to oversee the financial management of the Association along with the process whereby the organisation identifies and manages the major risks it faces and to continuously review the quality of its control systems. The Committee reports to the Board as to whether, in its opinion, funds are properly used, effectively controlled and appropriately reported. The Committee champions good corporate standards relating to controls and proper use of funds/resources.

Responsibilities, Duties and Rights

Responsibilities

The Committee shall have the following responsibilities:

To advise the Board on the **management of the Association's finances** including the robustness of the planning and budgeting process, the preparation of the annual budget, banking and funding arrangements and capital investment plans

To ascertain whether **all key risks** within the business are: identified; ranked; allocated to members of executive management; and controls put in place to mitigate against them

To review the **adequacy and effectiveness of the Association's internal control systems** including financial controls and the control environment. Ensure all systems of internal control are reviewed and reported upon by an Internal Audit Function that is independent from management, adequately resourced and has effective authority within the group.

To monitor **financial information** on an ongoing basis. Specifically, review the content of the annual report and financial statements and advise the Board on whether, taken as a whole, they are accurate, fair, balanced and understandable and provide the information necessary for stakeholders to assess the Association's performance and strategy.

To determine whether the FAI is **compliant with all legal and regulatory requirements** to which it is bound including Companies Act, the Association's Rules, Constitution (i.e. Memorandum & Articles of Association) and any other applicable laws or regulatory provisions including UEFA and FIFA Statutes.

To investigate matters of significance that are brought to its attention by internal or external sources e.g. Management, Board, third party reviews, whistle-blowers etc.

To report to the Board on all significant findings

1. *In relation to financial planning and budgeting*

The Committee will

- Approve the annual and multi-annual budgetary planning processes to ensure they are fit for purpose
- Examine the annual budget and business plan prepared by the Executive and recommend its approval by the Board
- Examine annual and multi-annual budgets for capital expenditure and recommend their approval by the Board
- Reviewing the management accounts, related financial performance reports and forecasts of annual outturn at each meeting
- Make recommendations to the Board in relation to banking arrangements and facilities

2. *In relation to the review of risk identification and risk management policies*

The Committee will:

- Ascertain whether appropriate procedures are in place for identifying the significant risks to which the organisation is exposed.
- Determine whether all risks have been assigned to management and effective controls put in place
- Review the risk register on a quarterly basis
- Liaise with the other Committees of the Board in order to assign them the risks, identified during the annual risk review, which come within each Sub-Committees' area of competence.
- Manage the risks assigned to the Committee during the quarterly risk review.

3. *In relation to Internal Audit*

The Committee will:

- Agree the Internal Audit Charter and any updates to it on an annual basis
- Review and approve the internal audit plan.
- Input into the internal audit programme and any changes proposed to it
- Review internal audit findings and management's responses
- Monitor implementation of agreed recommendations arising from Internal Audit and any other sources
- Review the adequacy of the internal audit function (staffing, capacity and resources).
- Ensure there are no limitations or restrictions on the work of Internal Audit

4. <u>In relation to Financial Information and Accounts</u>

4.1 Financial Information

The Committee will:

- Review management accounts and obtain explanations from management for any anomalies
- Review the accounting policies and monitor the integrity of the financial statements of the Association, reviewing and reporting to the Board on significant financial reporting issues and judgements which they contain including the methods used to account for significant or unusual transactions
- Assess whether the Association has followed appropriate accounting standards and made appropriate estimates and judgements, taking into account the views of the external auditor; the clarity of disclosure in the Association's financial reports and all material information presented with the financial statements
- Review any representation letter(s) requested by the external auditor before they are signed by management
- Review the management letter and management's response to the auditor's findings and recommendations

4.2 External Audit Relationship

- Consider and make recommendations to the Board in relation to the appointment, re-appointment and removal of the Association's external auditor.
- Oversee the relationship with the external auditor including (but not limited to):
  - Approval of their remuneration, whether fees for audit or non-audit services and that the level of fees is appropriate to enable an effective and high-quality audit to be conducted;
  - Approval of their terms of engagement, including any engagement letter issued at the start of each audit and the scope of the audit;
  - Assessing annually their performance, independence and objectivity and the effectiveness of the audit process
  - Monitoring the auditor's compliance with relevant ethical and professional guidance on the rotation of audit partners, the level of fees paid by the Association compared to the overall fee income of the firm, office and partner and other related requirements;
  - Seeking to ensure co-ordination with the activities of the internal audit function
  - Developing and implementing a policy on the supply of non-audit services by the external auditor.
- Review statutory accounts and audit reporting, focussing on significant adjustments arising from the audit.
- Review issues arising from the statutory audit.
- Review the external auditor’s management letter and company response.
- Meet regularly with the external auditor, including once at the planning stage before the audit and once after the audit at the reporting stage.

5. In relation to Compliance

The Committee will:

- Ascertain whether appropriate procedures are in place for identifying all legal and regulatory requirements to which the FAI is bound and whether there is a compliance register in place.
- Determine whether all compliance areas have been assigned to management and effective procedures and controls put in place to achieve compliance
- Review reports from management relating to compliance
- The Committee will consider the Directors' Compliance Statement to be included in the annual report and provide a recommendation to the board in relation to this statement.

6. In relation to Whistleblowing, Protected Disclosures, Fraud, Ethics

The Committee will:

- Determine whether the organisation has adequate policies and procedures in place in relation to fraud/whistle-blowing/ethics and that these policies are both appropriately implemented and effective.
- Review any issues raised by whistle blowers and satisfy themselves regarding the manner in which they have addressed

7. In relation to Examination of any other issues posing a critical risk to the FAI

The Committee will:

- Examine any issue regarded by the Audit and Risk Committee as posing a critical risk (financial, reputational or of any other kind), to FAI and seek information in this regard from any employee/agent/representative of the organisation.
- Consider any other topics as requested by the Board or other relevant parties (e.g. Sport Ireland, Government)

Duties

The Committee shall have the following duties:

- To work and liaise with other Board Committees as necessary
- To agree and work in accordance with an annual work programme approved by the Board
- To devise an annual set of KPIs for the Committee
- To review its own performance annually (including reviewing its Terms of Reference) and report the results of that review to the Board including how well it has fulfilled its mandate and to consider whether different approaches/information/practices may be required in order to meet its overall objective.
- To undertake an external evaluation of the performance of the Committee at least every three years.

Rights

The Committee shall have the following rights:

Access Rights

- ARCFC will have unrestricted access to members of management, employees, and relevant information it considers necessary to discharge its duties. The ARCFC will also have unrestricted access to records, data, and reports. The Committee is entitled to receive any explanatory information that it deems necessary to discharge its responsibilities
- The Committee has the right to access members of the Board and other Board Committees to seek information relevant to its functions as set out in these Terms of Reference
- The Internal Auditor and the External Auditor will have unrestricted access to the Chairperson of the Audit, Risk and Compliance Committee. The Chairperson shall report to the Board on meetings with Internal and External Auditors whilst maintaining appropriate confidentiality.

Right to Information

For each meeting, the Committee will receive information and papers from the ARCFC secretariat in a timely manner (not less than five working days before the meeting) to enable full and proper consideration to be given to the issues. Such papers to include the following:

- Draft Minutes
- Action Log
- A report summarising any significant changes to the strategic risks and/or a copy of the Risk Register
- Management accounts
- A progress report from Internal Audit summarising: work performed (and a comparison with work planned); key issues emerging from the work of internal audit; management responses to audit recommendations; changes to the agreed internal audit plan; and any resourcing issues affecting delivery of the internal audit objectives
- A copy of each internal audit report incorporating management responses
- Tracker report showing status of implementation of recommendations (to incorporate Internal Audit and other agreed recommendations)
- Details of third-party reviews undertaken across the organisation
- Correspondence from the Government/Minister/Sport Ireland to the organisation and the organisation's response
- Corporate Risk Register (each quarter)

On an annual basis, the Committee will be provided with:

- The organisation's risk management strategy.
- The terms of reference of internal audit/the internal audit charter
- The internal audit strategy, annual plan and Audit Universe
- Quality assurance reports on the Internal Audit Unit
- Draft financial statements including assurances from management that all relevant information has been supplied to the auditors and that in the view of management the annual accounts are a fair representation of the financial results and position of the FAI. This assurance will be in the form of a written statement signed by the CEO and Director of Finance.

- The draft governance statement
- The draft annual report
- A report on any changes to accounting policies
- The external audit plan
- The external audit management letter and audit report
- Management's response to the external audit management letter
- The Letter of Representation to the external auditors
- A report on any proposals to tender for audit functions, where appropriate
- The organisation's Compliance register and strategy for ensuring compliance in all areas
- The Corporate Strategy/ Corporate Plan and a progress report on implementation.

Right to Resources

- The Committee shall have access to sufficient resources in order to carry out its duties and will be facilitated in this by the Committee Secretary
- The Committee may procure and/or avail of specialist ad-hoc advice at the reasonable expense, subject to budgets agreed by the Board, on any matter within its terms of reference

Membership

- The Committee shall consist of a maximum of 6 members including two Directors, two members nominated by the General Assembly and two members appointed by the Board on the recommendation of the Committee to augment the skill sets of the directors and nominated members.
- The Chairperson of the Committee shall be an independent Board Member appointed by the Board.
- The Committee members should, collectively, have recent, relevant financial experience and/or experience in risk management, internal audit, governance, legal, IT, HR, and the core areas of the Association's business (including relevant technical or specialist issues).
- Each Committee member will be appointed for a term of 2 years and serve for a continuous period of no more than four terms.

Secretary to the Committee

The Committee will be supported by a designated member of management who will be the Secretary to the Committee.

The Secretary will:

- ensure that the Committee members receive information and papers in a timely manner to enable full and proper consideration to be given to the issues
- be responsible for the formal induction of new members of the Committee and organising training or mentoring for Committee members where required
- ensure that the work of this Committee is co-ordinated with the work of other Board Committees where relevant and assist the Chair in reporting to the Board on the Committee's activities.

Meetings

The Committee will meet at least 6 times a year. The Chairperson of the Committee may convene additional meetings, as deemed necessary at the request of the Board or otherwise.

The Chair of the Committee working with the Secretary will prepare and circulate the Agenda for meetings. Members may also propose items for the agenda to the Chairperson and the Secretary

A minimum of 3 members of the Committee, of which one must be a Board member, must be present for the meeting to be deemed quorate

Notice of each meeting confirming the venue, time and date together with the Agenda, minutes of the previous meeting, actions log, and relevant papers should be circulated to Committee members and to any other person required to attend, not less than five working days before the meeting.

The Secretary of the Committee shall minute the proceedings and resolutions of Committee meetings.

Members of the Committee shall declare any conflicts of interest at the beginning of each meeting and shall remove themselves from the meeting when the Agenda Item giving rise to the conflict is being discussed and advice or recommendations being agreed.

As the Committee requires, the CEO, the Finance Director, Internal Auditor, any member of staff, and/or a representative of external audit may be invited to attend for specific meetings or agenda items

The Committee will meet with the external auditor without the executive present at least annually

The Head of Internal Audit will meet with the Committee without Executive management present as required and, at a minimum, on an annual basis.

Reporting

At all Board meetings the Chairman of the Committee will provide an update to the Board (including updating the Board on any previous Committee meeting, Committee business and any recommendations, advice and any relevant matters that should be brought to the Board's attention). This update is in the form of formal written report for those Board meetings subsequent to a Committee meeting

The Chairman of the Committee must advise the Board between Board meetings if a matter arises which is urgent and/or serious.

Approved minutes of the Committee will be available to the Board.

The Chairperson of the Committee is responsible for ensuring that accurate minutes are maintained of each meeting and that a signed copy of the most recently adopted minutes are held by the Chief Executive's office.

The Committee will provide the Board with an Annual Report summarising its conclusions from the work it has done during the year, progress with the work programme and the

outcome of its self-effectiveness review (including details of whether external assistance was used during the year and how this assistance was procured).

This Report will be timed to support finalisation of the organisation's annual report and financial statements.

The Committee will provide the Board with the results of its self-effectiveness review.

Indemnification

The CEO will arrange for each external member of the Committee to receive an indemnification against liabilities which may arise from his or her membership of the Committee.

Members' Interests

A statement of interests will be prepared by members and submitted to the ARCFC Secretariat on an annual basis.

Where a conflict of interest arises in the course of the work of the Committee, the member will bring this to the attention of the Chair and, where necessary, leave the room for the duration of the discussion and not take part in any decisions relating to the discussion. A note to this effect will be included in the minutes of the meeting.

Review

This Terms of Reference is required to be approved by the Board in the first instance and reviewed by the Committee and the Board (at least annually).

SECTION 6
Registration Regulations

REGULATION 1. AMATEUR OR PROFESSIONAL PLAYERS

1. Players are either Amateur or Professional upon signing the appropriate registration form. A Professional is a Player who has a written contract with a club and is paid more than the expenses he effectively incurs in return for his footballing activity. The application for registration of a Professional must be submitted together with a copy of the Player's contract. All other Players are considered as Amateurs. (See Regulation 10)

2. A Player is registered with the Association once they are properly registered on the FAI Connect football management system. The registration process on the FAI Connect football management system is set out in Annex 1 to this Section 6 and shall apply from 19th December 2022. For the avoidance of doubt, the registration process on FAInet, as set out in Section 6, Regulations 1 and 2 of the FAI Handbook (i.e. the version approved by the FAI Board in July 2022) shall apply to all player registrations up until and including 11 December 2022.

3. Registration procedures for the FAI National League shall be in accordance with the terms of the prevailing Participation Agreement and pursuant to the FAI Connect Regulations at Annex 1. An Amateur Player registered to a club playing in the FAI League of Ireland Academy Development Programme shall not lose his or her junior or schoolboy or schoolgirl status whilst playing in these Leagues.

4. Any Player, registered as an Amateur, receiving money or taking advantage over and above the re-imbursement or payment for his or her account of expenses for travelling or hotel (duly vouched and justified), shall be deemed to be in breach of his or her Amateur registration.

5. In relation to Players registered as Amateurs:

   a) Travelling and hotel expenses are to be understood as those necessary for training or taking part in matches, whether as playing members of a team or as a reserve.

   b) A Player may receive at the expense of his or her Club the advice of a coach and/or trainer, the care of masseurs or specialists for his training, or when he or she is injured.

   c) A Player receiving any money prize in a football contest shall be deemed to be in breach of his Amateur registration. Where the Board is satisfied that a Player has been induced to sign a professional form for the purpose of his Club without any agreement being entered into, or his or her Amateur status otherwise interfered with, the professional registration may, on the application of the Player, be cancelled and he or she shall thereupon revert to the status of an Amateur.

   d) No Amateur shall be paid compensation in respect of broken time.

6. **Termination of Activity**

   a) Professionals who end their careers on expiry of their contracts and Amateurs who terminate their activity shall remain registered at the Association of their last club for a period of 30 months.

   b) This period begins on the day the Player made his last appearance for the club in an Official Match.

REGULATION 2. REGISTRATION

1. In accordance with the FIFA Regulations on the Status and Transfer of Players, a Player must be registered with the Association to play for a club as either a Professional or an Amateur in accordance with the Regulations. Only registered Players on the FAI Connect football management system are eligible to participate in organised football. For a player to be validly registered with a club that player must be in status CONFIRMED on the FAI Connect football management system. By the act of registering, a Player agrees to abide by the Statutes and regulations of FIFA, UEFA and the Football Association of Ireland.

2. A Player may only be registered for one (1) club at a time. No club may register more than three (3) Players on Amateur forms from the same club during the latter club's current season except with the consent of the Executive Committee of the club as confirmed in writing by the Secretary of the club from which the Players are being signed.

3. Players may be registered for a maximum of three (3) clubs during the current season. During this period, the Player is only eligible to play in Official Matches for two (2) clubs. As an exception to this rule, a Player moving between two (2) clubs belonging to Associations with overlapping seasons (i.e. start of the season in summer/autumn as opposed to winter/spring) may be eligible to play in official matches for a third club during the relevant season, provided he or she has fully complied with his or her contractual obligations towards his previous club. Equally the provisions relating to registration period as well as to the minimum length of contract must be respected.

4. No Player either Amateur or Professional shall play for two Clubs during the current season without first having their registration TERMINATED on FAI Connect by his or her original Club with the exceptions specified under Regulation 4. "Original club" shall mean the Club which the Player has signed a form and first registered on the FAI Connect football management system. The process for transferring between clubs is set out at Regulation 8.6 of Annex 1, Section 6. In the event that a Player has his or her registration with their club Terminated outside of a re-registration period, that player shall not be permitted to be registered with a different club until the next re-registration period.

5. Players, sixteen (16) years of age or under, shall not be entitled to play for a Club, whose main home pitch, as registered with their League, is more than eighty kilometres (80km) from the Player's usual place of residence.

   Notwithstanding the foregoing, any such Player who prior to the effective date of this regulation is compliant with the terms of the regulation but subsequently, as a result of a change of usual place of residence becomes in breach of this regulation shall continue to be eligible to play for that particular club and shall not be liable to sanction.

   Players deemed to be in breach of this regulation shall be deemed to have breached the FAI Ineligibility regulation and any sanction imposed shall be in accordance only with the provisions of that FAI regulation.

   Players, sixteen (16) years of age or under, participating in the FAI National League shall be exempt from the eighty kilometres (80km) jurisdictional restriction. Consent must be provided by the player's parent or legal guardian in order for the player to register with a team participating in the FAI National League.

   Signature of the appropriate registration form by the player's parent or legal guardian shall be deemed to be consent.

6. No Member, League or Club shall, following the effective date of this regulation, be entitled to introduce rules within its own rulebook which have the effect of placing any restriction on

players from registering or playing, unless such rules have been approved by the Association. Rules which are not so approved shall be deemed to be void.

REGULATION 3. UNREGISTERED PLAYERS

1. In accordance with the FIFA Regulations on the Status and Transfer of Players if a Player who has not been registered with the Association (i.e. showing a registered status as CONFIRMED on the FAI Connect football management system) appears for a club in any official Match, that Player will be considered an ineligible player. . Without prejudice to any measure required to rectify the sporting consequences of such an appearance, sanctions may also be imposed on the Player and/or the club. The right to impose such sanctions lies with the Association or the organiser of the competition concerned.

REGULATION 4. REGISTRATION/TRANSFER PERIODS FOR PROFESSIONAL GAME

1. Players may only be registered during Registration Periods fixed by the Association. As an exception to this regulation, a Professional whose contract has expired prior to the end of a Registration Period may be registered outside that Registration Period. The Association is authorised to register such Professionals provided due consideration is given to the sporting integrity of the relevant competition. In case of just cause for termination of a contract, the Association may take provisional measures in order to avoid abuse and in accordance with FIFA regulations.

2. As an exception to Paragraph 1 above, a female professional player may be registered by the Association outside of a registration period to temporarily replace a professional female player that has taken maternity leave. The period of the contract of the temporary replacement female player shall, unless otherwise approved by the Association, be from the date of registration until the day prior to the start of the first registration period after the return of the female professional player that has taken maternity leave.

3. A female professional player may be registered outside of a registration period upon completion of her maternity leave subject to her contractual status.

4. The first Registration Period shall begin after the completion of the season and shall normally end before the new season starts. This period may not exceed twelve (12) weeks. The second Registration Period shall normally occur in the middle of the season and may not exceed four weeks. The two (2) Registration Periods for the season shall be communicated to FIFA at least twelve (12) months before they come into force.

5. Players may only be registered – subject to the exception as foreseen in paragraph 1 of this regulation – if an application from the club is validly submitted to the Association during a Registration Period via the FAI Connect football management system.

6. The provisions concerning Registration Periods in this Regulation 4 do not apply to competitions in which only Amateurs participate.

7. An Amateur Player may be registered on a Professional Contract for the Professional Game during the Professional Registration Periods.

REGULATION 5. LOAN OF PROFESSIONALS

1. A Professional may be loaned to another club on the basis of a written agreement between him

and the clubs concerned. Any such loan is subject to the same rules or regulations as apply to the transfer of Players, including the provisions on training compensation and solidarity mechanism.

2. Subject to Regulation 2 the minimum period of loan shall be the time between two (2) Registration Periods.
3. The club that has accepted a Player on a loan basis is not entitled to transfer him to a third club without the written authorisation of the club that released the Player on loan and of the Player concerned.

REGULATION 6. SPECIAL PROVISIONS RELATING TO CONTRACTS BETWEEN PROFESSIONALS AND CLUBS

1. If a FIFA Registered Agent is involved in the negotiation of a contract, he or she shall be named in that contract.
2. The minimum length of a contract shall be from the date of its entry into force to the end of the season, while the maximum length of a contract shall be five (5) years. Contracts of any other length shall only be permitted if consistent with national laws. Players under the age of eighteen (18) may not sign a professional contract for a term longer than three (3) years. Any clause referring to a longer period shall not be recognised.
3. A club intending to conclude a contract with a Professional must inform his current club in writing before entering into negotiations with that Professional. A Professional shall only be free to conclude a contract with another club if his contract with his present club has expired or will expire within six (6) months. Any breach of this provision shall be subject to appropriate sanctions.
4. The validity of a contract may not be made subject to a positive medical examination and/or the granting of a work permit.

REGULATION 7. PROFESSIONAL PLAYERS' AGREEMENTS

1. All agreements between Clubs and Players must be in writing and in the agreed format.
2. For the purpose of this Regulation all professional registration forms and agreements shall be deemed to be in the hands of the Chief Executive Officer of The Association and the FAI National League as from the time the Standard Players Contract (SPC) is uploaded to FAI Connect and the FAI Connect time stamp shall be conclusive evidence thereon. Contracts, schedules and registration papers may be copied and shared with the FAI Club Licensing Department in order to satisfy licensing requirements. These documents shall be held in the strictest confidence by the FAI Club Licensing Department.
3. No Player under the age of sixteen (16) years shall be registered as a Professional Player under the provisions of this Regulation.
4. The Club engaging a Professional Player must ensure that the terms of the agreement and professional registration forms are read over by the Player and that he understands the nature of his contract and further that he is subject to the Rules, Regulations of the Association and the National League. If signing for a club other than an FAI National League Club, a separate Registration form must be signed by the Player and returned to the Chief Executive Officer.
5. A copy of the Agreement and Registration Form must be retained by the Player and the Club.

6. All special provisions relating to female professional players in accordance with Article 18quater of the FIFA Regulations on the Status and Transfer of Players shall apply and are incorporated into these Regulations with the necessary adjustments.

REGULATION 8. PROFESSIONAL CONTRACT STABILITY

1. The terms and conditions of contracts between professional Players and clubs should be respected at all times.

REGULATION 9. CANCELLATION OF REGISTRATION OF PROFESSIONAL

1. The Board shall, subject to these Regulations, have power to cancel the registration of a Professional, with the exception of professional Players contracted to participant clubs in the FAI National League, at any time upon the application of the Player or his Club, or may transfer him from one Club to another.
2. A Professional who is transferred must be re-registered by the Club to which he is transferred.

REGULATION 10. REINSTATEMENT & RE-GRADING

1. The FAI shall have the power to reinstate any Professional Player to Amateur status.
2. Any Professional Player may apply to be reinstated as an Amateur Player provided at least thirty (30) calendar days has elapsed since his/her last match as a Professional. However, a Professional Player who reinstates to Amateur status, after the closure of the first registration and transfer window, shall not be eligible to play for any National League club during that same season.
3. Applications for reinstatement must be forwarded in writing to the FAI Competitions Department for consideration. Only after the reinstatement has been approved can a Player sign as an amateur
4. No compensation is payable upon reacquisition of Amateur status. If a Player re-registers as a Professional within thirty (30) months of being reinstated as an Amateur, his new club shall pay Training Compensation in accordance with FIFA directives.

Re-grading to Junior Status

5. Any Player who has played five (5) or more matches in the current season at Senior/Intermediate level may be re-graded by his league to play at junior level.
6. All leagues must facilitate application for re-grading, which must be submitted before 31st January.

REGULATION 11. REGISTRATION PERIODS FOR AMATEUR GAME

Club Registration Periods

The registration periods for the Amateur game (which for the avoidance of doubt includes all amateur underage players) for a player to be **registered to a club** shall be as follows:

1. **Standard/Winter Season (1st July to 30th June)**

    a) The first Club registration period is from 1st July to 23rd September (where a player registered with a Club is registering with a different club).

    b) The second Club registration period is from 1st January to 28th January (where a player registered with a Club is registering with a different club).

    A player that is not registered with a club may register for a club at any time, subject always to compliance with the provisions of these Regulations including, but not limited to,: (i) Section 6, Regulation 2.4 above; and (ii) the Periods for the Assignment of a Player to a Competition set out below.

2. **Calendar/Summer Season (1st December to 30th November)**

    a) The first Club registration period is from 1st December to 22nd February (where a player registered with a Club is registering with a different club).

    b) The second Club registration period is from 1st July to 28th July (where a player registered with a Club is registering with a different club).

    A player that is not registered with a club may register for a club at any time, subject always to compliance with the provisions of these Regulations including, but not limited to,: (i) Section 6, Regulation 2.4 above; and (ii) the Periods for the Assignment of a Player to a Competition set out below.

Periods for the Assignment of Players to a Competition

1. **Standard/Winter Season (1st July to 30th June)**

    a) Players that are not assigned to a Competition may only be assigned to a Competition during the period from 1st July to 31st March (inclusive).

    b) A Player is not permitted to be assigned to a Competition during the period 1st April and 30th June (inclusive) unless otherwise permitted under these Regulations.

2. **Calendar/Summer Season (1st December to 30th November)**

    a) Players that are not assigned to a Competition may only be assigned to a Competition during the period from 1st December to 31st August.

    b) A player is not permitted to be assigned to a Competition from between 1st September and 30th November (inclusive) unless otherwise permitted under these Regulations.

3. Players registered with clubs whose fixtures extend beyond the above dates (subject to prior

approval from the Association) are committed to these clubs until those fixtures are complete.

4. If a club disbands during the Season the Player registrations shall come under the direction of the Football Association of Ireland. The Players may be allowed, at the discretion of the Football Association of Ireland to register with other clubs. The deadline for such registrations shall be 31st March for the Winter Season and 31st August for the Summer Season.

REGULATION 12. LEAGUE TRANSFERS

1. A team or club desiring to transfer to a different league at the end of a season must obtain a transfer on an official form (supplied by the Provincial Association, National Body or WFC whichever is appropriate) and signed by the Club, the League from which they are departing and the League they propose to enter. The completed official transfer form must be received by the relevant governing Provincial Association, National Body or WFC on or before 1st May for the Winter Season and on or before 1st November for the Summer Season.

2. It is a matter for each League to determine if an application to transfer from the League or to the League will be approved based on the circumstances.

3. Clubs and teams shall have the right to appeal a refusal by a League to grant a transfer out of their League, in accordance with the relevant regulations.

REGULATION 13. AGE ELIGIBILITY

1. In all under-age competitions under the jurisdiction of the Association and its affiliates, age eligibility shall be calculated from January 1st of the season in which the competition finishes.

REGULATION 14. PLAYER PASSPORT

1. The registering Association is obliged to provide the club for which the Player is registered with a Player passport containing the relevant details of the Player. The Player passport shall indicate the club(s) for which the Player has been registered since the season of his 12th birthday. If a birthday falls between seasons, the Player shall be listed in the Player passport for the club for which he was registered in the season following his birthday.

REGULATION 15. THIRD-PARTY INFLUENCE ON CLUBS

1. No club shall enter into a contract which enables any club(s), or any third party, to acquire the ability to influence in employment and transfer-related matters its independence, its policies or the performance of its teams.

REGULATION 16. THIRD PARTY OWNERSHIP OF PLAYER'S ECONOMIC RIGHTS

1. No club or player shall enter into an agreement with a third party whereby a third party is entitled to participate, either in full or in part, in compensation payable in relation to the future transfer of a player from one club to another, or is assigned any rights in relation to a future transfer or transfer compensation.

REGULATION 17. INSURANCE OF AMATEUR PLAYERS

1. An Amateur Player injured while playing football in circumstances approved by his club and not otherwise in conflict with the Regulations of The Association shall be permitted by The Association to have his medical, dental and physiotherapy fees/loss of earnings reimbursed by his club.

2. A club **MAY** arrange insurance to provide for such fees/loss of earnings. It is not compulsory for a club to make such arrangements.

REGULATION 18. PLAYING SEASONS

1. The Winter Season shall be 1st July ending 30th June.

   The Summer Season shall be 1st December ending 30th November.

   The Current Season shall be defined by the calendar year in which every League commences.

2. The Association shall have power to suspend or extend the season either sectionally or entirely and to alter the period of playing as may from time to time in their discretion be deemed necessary or desirable and agreements between Clubs, Players and Officials shall be subject to such decisions.

REGULATION 19. LIMITATION ON PLAYERS' PARTICIPATION

1. In competition games (Cup-Ties and League Matches) a Player shall play for the Club for which he or she is registered. In "friendly" games a Player may play only for another Club with the written consent of the Club for which he is registered.
2. Any Player having signed a registration form may not sign another form unless as provided in these Regulations.
3. Registered Players (Amateur or Professional) are prohibited from playing in football competitions for which permission has not been granted. Players so doing shall be subject to penalties decided by the Association.

REGULATION 20. SUBSTITUTIONS

1. Five (5) substitutes may be used in any match save League of Ireland Premier and First Division matches, FAI League Cup matches, FAI Senior Cup matches and any other first team competition under the control of the National Leagues Committee.

REGULATION 21. REFEREES OR PROFESSIONAL PLAYERS INELIGIBLE

1. A Professional Player or referee, during the period of their registration, or a paid representative of a Club outside the jurisdiction of The Association is not eligible to act as a Director of a Club or as a member of the Management Committee of a Club.

2. Nominated representatives from the Irish Soccer Referees Society, the Referees Committee or the Professional Players Football Association of Ireland shall be permitted to serve on General Assembly and Board Committees as provided for elsewhere in the FAI regulations.

3. Amateur and Associate Referees are also exempt from this regulation.

4. Players, who are registered with a Member, League or Club, shall be entitled, upon successful completion of the appropriate FAI refereeing course(s), to officiate at fixtures, except those involving their own club and those in any competition in which they are playing or have played in that season or any fixture the refereeing of which may carry a conflict of interest.

REGULATION 22. PLAYERS ENTERING & LEAVING THE AREA OF JURISDICTION OF THE ASSOCIATION

1. Any Player aged ten (10) years or over wishing to be registered within the jurisdiction of the Football Association of Ireland having last been registered within another jurisdiction must obtain an International Transfer Certificate ("ITC"). If the Association does not receive a response to the ITC Request within fifteen (15) calendar days for Professional Players or within thirty (30) calendar days for Amateur Players, it shall immediately register the Player with the New Club on a provisional basis ("Provisional Registration"). A Provisional Registration shall become permanent one (1) year after the ITC Request. The Association may withdraw a Provisional Registration, if, during this one (1) year period, the Former Association presents valid reasons explaining why it did not respond to the ITC Request.
2. Any Player aged ten (10) years or over wishing to leave the area of jurisdiction of The Association to play for a club in the area of jurisdiction of another National Association must obtain an ITC from the Association.
3. Should a club confirm in writing to the Association that it is not agreeable, thereby resulting in the non-issue of an ITC by The Association, the club must indemnify the Association for all damages, costs and for all expenses accrued by the Association as a result of the non-issue of the ITC. Should it be established that a club withheld agreement without reasonable cause, The Association shall be empowered to deal as it sees fit with such clubs.
4. An International Transfer of a Player shall only be permitted under the following conditions:
    a) The Player is aged between sixteen (16) and eighteen (18) and the transfer takes place within the EU or EEA and the new club comply with the obligations provided by FIFA in the FIFA Regulations on the Status and Transfer of Players.
    b) The Player is under eighteen (18) but the Player's parents move to the Country in which the new club is located for reasons not linked to football.
    c) The Player is under eighteen (18) but the Player lives no further than fifty kilometres (50km) from a national border and the new club is also within fifty kilometres (50km) of that border. The maximum distance between the Players domicile and the clubs headquarters shall be one hundred kilometres (100km). In such cases the Player must continue to live at home and both Associations must give explicit consent.
    d) The Player is aged eighteen (18) years of age or over.
    e) The player flees his country of origin for humanitarian reasons, specifically related to his life or freedom being threatened on account of race, religion, nationality, belonging to a particular social group, or political opinion, without his parents and is therefore at least temporarily permitted to reside in the country of arrival.
    f) The player is a student and moves without his parents to another country temporarily for academic reasons in order to undertake an exchange programmes. The duration of the player's registration for the new club until he turns 18 or until the end of the academic or school

programme cannot exceed one year. The player's new club may only be a purely amateur club without a professional team or without a legal, financial or de facto link to a professional club.

7. For the protection of Players under the age of eighteen (18), the provisions of Article 19 (relating to the international transfer of minors) and Article 19bis (relating to the registration of minors at academies) of the FIFA Regulations on the Status and Transfer of Players, are incorporated into these Regulations, with the necessary adjustments.

REGULATION 23. TRAINING COMPENSATION AND SOLIDARITY MECHANISM

1. The FAI shall regulate a system for domestic training compensation and a solidarity mechanism which shall be governed by specific binding regulations as amended from time to time.

REGULATION 24. OVERDUE PAYABLES

1. Clubs are required to comply with their financial obligations towards players and other clubs as per the terms stipulated in the contracts signed with their professional players and in the transfer agreements.
2. Any club found to have delayed a due payment for more than thirty (30) calendar days without a prima facie contractual basis may be sanctioned in accordance with the FAI Dispute Resolution Chamber Regulations.
3. In order for a club to be considered to have overdue payables under this Regulation, the creditor (player or club) must have put the debtor club on notice that it is in default, in writing, and have granted a deadline of at least ten (10) calendar days for the debtor club to comply with its financial obligation(s).

REGULATION 25. TESTIMONIALS TO BE SANCTIONED

1. No Player or official of a Club can accept or receive any testimonial whatever, without the sanction of The Association and no Club, or General Assembly l, or member of same, or Player of any Club is permitted to contribute to any testimonial that does not receive the sanction of The Association.
2. No Participant or Member of The Association may accept or receive any testimonial, honorarium, grant or such like, from The Association without the consent of the Board.

ANNEX 1

FAI Connect Regulations

1. PREAMBLE

The purpose of this Regulation is to ensure that where directed by the Association all Participants (as defined in the Association Constitution) and any other Users, who are authorised to use FAI Connect from time to time, use the FAI Connect system properly and in accordance with these Regulations, the Terms and Conditions of Use and the User Guidelines. Where the context so requires, capitalised or defined words or phrases used in this Regulation have the same definition and meaning set out in the FAI Handbook. Any reference to an FAI Regulation in this document will automatically include any amendments or additions to that Regulation that may be made by the Association from time to time. The singular in this Regulation includes the plural and vice versa and gender includes any other genders and references to persons including an individual, company, corporation, firm or partnership.

2. DEFINITIONS

In these Regulations the following words and expressions have the following meanings: -

Active	means an individual who has been made eligible to play within a Competition by a Competition Organiser.
Abandoned	means that a match started but was not completed
Cancelled	means that an application to register a Player, Coach, Staff Member, Official or Match Official has been cancelled by either a Club, League, Affiliated Association, Match Official or the Association (as applicable) BEFORE it has been Confirmed by the Club, League, Affiliated Association or Association (as applicable).
Coach	means an individual registered in one or more of the different coaching roles with a Club as detailed by the Association on FAI CONNECT from time to time.
Competition	means a match or series of matches, involving two or more teams.
Competition Entry Fee	means the fee payable by a Club to enter a Competition (as set by the Competition Organiser from time to time).
Competition Management	means the general administration of football between Clubs and the Competition Organiser concerned. This includes, but is not limited to; confirming the team line-ups, uploading the match data, including the result of the match, the full names of the players taking part in the match, the names of the substitutes and details of any substitutions made (including the match time when

	the substitution was made), and details of any yellow cards and red cards issued (including the match time when the card was issued).
Competition Organiser	means the organisation responsible for managing and organising the relevant Competition.
Competition Roster	means the list of individuals allocated to a Competition by a Club.
Confirmed	means that an application to register a Player, Coach, Staff Member, Official or Match Official has been approved by the Club, League, Affiliated Association or Association (as applicable) via FAI CONNECT.
Deleted	means that an application to register a Player, Coach, Staff Member, Official or Match Official and/or a Confirmed registration of a Player, Coach, Staff Member, Official or Match Official has been removed from FAI CONNECT at the absolute discretion of the Association.
Entered	means that a draft application to register a Player, Coach, Staff Member, Official or Match Official has been created via FAI CONNECT by a Club, League, Affiliated Association or Match Official but not Submitted to the Association; and/or means that a Submitted application to register a Player, Coach, Staff Member, Official or Match Official has been returned to Entered by the Association due to non-compliance with Rules and/or Regulations and/or to request further information.
Entered (INT)	means that a draft application to register a Player who is either: - Registered with a Club under the jurisdiction of a different National Association; or - Is not of Irish Nationality; or - Was not born in Ireland has been created on FAI CONNECT by a Club but not Submitted to the Association. In this instance the Player may require an International Transfer Certificate as per FIFA Regulations on the Status and Transfer of Players; and/or means that a Submitted (INT) application has been returned to Entered (INT) by the Association due to non-compliance with Rules and/or Regulations and/or to request further information.
Expired	means the status of an employment contract for a Professional Player which has naturally expired on the date as prescribed within the terms of the employment contract. In such cases the Professional Players registration with the Club will automatically and without notice change status to Terminated.

FAI CONNECT	means the Football Management System used by the Association as set out in these Regulations. Any reference to FAI CONNECT or system shall mean the same.
FAI CONNECT Record	means the FAI CONNECT ID number of the individual or organisation concerned containing all relevant information.
League	means any organisation as prescribed by the Association or an Affiliated Association from time to time which arranges and runs a seasonal competition for the playing of Association Football or Futsal in a league or series of leagues format for Clubs, including but not limited to National Leagues and local leagues.
Match Official	means the referee, the assistant referees and any fourth official appointed to a match.
Official	means an individual registered in one or more of the different Official roles with a Club, League, Affiliated Association or Association as detailed by the Association on FAI CONNECT from time to time.
Pending (INT)	means that an application to register a Player who is either: - Registered with a Club under the jurisdiction of a different National Association; or – is not of Irish Nationality; or – was not born in Ireland has been reviewed by the Association and is awaiting receipt of an International Transfer Certificate from the relevant National Association.
Postponed	means that a match did not start.
Played	means that a match has taken place.
Player Passport	means a complete list, generated by the Association, of a Players registration history in accordance with FIFA Regulations on the Status and Transfer of Players.
Scheduled	means that a match is scheduled to take place.
Staff Member	means an individual registered in one or more of the different Staff Member roles with a Club as detailed on FAI CONNECT.

Status Log	means the appropriate part of FAI CONNECT detailing the date and time that a User has changed a status or uploaded a document onto an FAI CONNECT Record.
Submitted	means that an application to register a Player, Coach, Staff Member or Match Official has been formally Submitted to the Association via FAI CONNECT for approval.
Submitted (INT)	means that an application to register a Player who is either: - Registered with a Club under the jurisdiction of a different National Association; or – is not of Irish Nationality; or – was not born in Ireland Has been formally Submitted to the Association via FAI CONNECT for approval. In this instance the Player may require an International Transfer Certificate as per FIFA Regulations on the Status and Transfer of Players.
Terminated	means that the Confirmed registration of a Player, Coach, Staff Member, Official or Match Official, or an employment contract of a Professional Player has been Terminated by the Club, League, Affiliated Association or the Association (as applicable) or has naturally expired.
Term Confirmed	means the status of an employment contract for a Professional Player on FAI CONNECT which has been Terminated by the Club and the termination has been subsequently accepted by the Association.
Terms and Conditions of Use	means the FAI CONNECT Terms and Conditions of Use as determined by the FAI from time to time.
User	means an individual who has duly agreed to the FAI CONNECT Terms of Use and has been provided access to FAI CONNECT by the Association.
User Guidelines	means user guidelines issued in respect of the correct usage of FAI CONNECT as determined by the FAI from time to time.

3. REGULATIONS

It is mandatory that all Clubs, Leagues, and Affiliated Associations (including any Users on their behalf) use the FAI CONNECT system where directed by the Association including, but not limited, to the following: -

3.1. Professional Player registrations, employment contracts, extensions, cancelations and transfers;

3.2. Amateur Player registrations, transfers, cancelations and terminations;

3.3. Registrations, transfer and terminations of Futsal players;

3.4. An application to Terminate the registration and employment contract of a Professional Player;

3.5. Loans & loan recalls as referred to in Section 6 of the FAI Handbook

3.6. The registration, termination and appointment of Match Officials;

3.7. The registration and termination of Coaches and Staff Members;

3.8. The registration and termination of Officials;

3.9. Matters relating to the Disciplinary Procedures concerning On-Field Offences for Players and Team Officials;

3.10. Contact details of Club, Member, Officials and Participants personal contact details under paragraph 6 of these Regulations;

3.11 Competition Management; and

3.12 Garda Vetting and other Child Welfare and Safeguarding requirements.

4. USERS

All Users must ensure that FAI CONNECT is used in accordance with the User Guidelines and the FAI CONNECT Terms and Conditions of Use both of which can be found on the FAI Connect website. In particular all Users must ensure, amongst all other obligations, that: -

4.1. information entered onto FAI CONNECT is true and accurate and up to date insofar as practicable and that all relevant identification documentation has been received and verified before information is entered;

4.2. no information is entered without the knowledge of the individual that such information concerns and that the User has appropriate consent of any individual that they are entering information about on FAI CONNECT;

4.3. the search functionality available on FAI CONNECT is used properly and carefully to find any pre-existing FAI CONNECT Record before creating any duplicate record(s). Any User creating multiple and unnecessary duplicate record(s) will be in breach of these Regulations at the absolute discretion of the Association;

4.4. all information entered onto FAI CONNECT is regularly maintained and updated;

4.5. all data entered onto FAI CONNECT is kept strictly confidential;

4.6. only authorised Users will have access to FAI CONNECT;

4.7. any User of FAI CONNECT must also hold a Confirmed registration (as applicable) with the organisation they are a User for and failure to register will result in the Users access to FAI CONNECT being suspended without notice until such time as the User has registered (as applicable) with the relevant organisation;

4.8. all confidential information obtained by Users to comply with their obligations under these Regulations will be used exclusively for the purpose of completing FAI CONNECT registration;

4.9. all authorised Users' training on FAI CONNECT is up to date; and

4.10. any updates to the User Guide and/or terms and conditions of use and/or these Regulations will be complied with.

5. ANNUAL FEES & PAYMENTS

5.1. In the event that a Player Registration Annual Fee (in any amount determined by the Association from time to time) is payable by the Club and within seven (7) days of the date of registration of the Player, or the date upon which the Player Registration Annual Fee is debited to the Clubs FAI CONNECT account, whichever is the later, such fee being repayable by the Player / parent or guardian (including Futsal Players) or to the Club thereafter.

5.2. A failure to pay the Player Registration Annual Fee by the stipulated due date will automatically and immediately and without notice mean that that Player will be ineligible to participate in any official Match, or friendly match for the Club owing the outstanding Player Registration Annual Fee only, until such time as the Player Registrations Annual Fee has been paid via FAI CONNECT and any participation for the Club owing the Player Registration Annual Fee only in those circumstances will be a breach of the FAI Regulations.

5.3. A Competition Organiser may charge a fee to be paid by a Club for entering a Player that is registered as Active in a Competition Roster who has previously been Active in a different Club's Competition Roster in the same Season and in the same Competition, provided such Player has been made Active within the relevant competition assignment period as set out in Section 6, Regulation 11 of the FAI Registration Regulations.

5.4. Competition Entry Fees:

5.4.1 the relevant Competition Entry Fee(s) (if applicable in accordance with Competition rules/regulations) must be paid by the Club (and if applicable, via FAI CONNECT) prior to the deadline imposed by the Competition Organiser; and

5.4.2 failure to pay the relevant Competition Entry Fee by the deadline will result in

either that Club being expelled from the Competition or, if allowed by the rules of the Competition Organiser, required to pay an increased Competition Entry Fee as a penalty for late payment.

6. MANDATORY INFORMATION

6.1. The following mandatory information must be recorded on FAI CONNECT in respect of the Player (including Futsal players), Coach, Official, Staff Member and/or Match Official being registered:

6.1.1. Family name;

6.1.2. First name(s);

6.1.3. Nationality;

6.1.4. Date of birth;

6.1.5. Place of birth;

6.1.6. Country of birth;

6.1.7. Gender;

6.1.8. Ethnicity (can prefer not to say);

6.1.9. A clear and good quality passport style photograph of the Player (including Futsal players), Coach, Official, Staff Member or Match Official being registered. It will be the Clubs and/or League and/or Affiliated Associations or the Match Official's (if applicable) responsibility to ensure that the photograph of the person is cropped on the system, maintained and kept up to date throughout the period of registration;

6.1.10. An official form of ID (such as passport or driving licence) in order to verify name and date of birth and in the event that no such official form of ID exists for the individual, then another document(s) as determined by the Association may be acceptable (e.g. birth certificate);

6.1.11 The personal and private email address of the individual being registered, or if this individual is aged seventeen (17) years of age or younger the parent or guardians email address. It shall be the responsibility of the Club to ensure that the email address of the Player (or parent or guardian if applicable), Coach, Official and Staff Member is entered accurately and maintained throughout the period of registration with that Club. In the case of a Match Official it will be the responsibility of that Match Official to ensure that it is entered accurately and maintained throughout the period of registration. It will be a breach of these regulations for the email of an individual other than the person being registered and/or fake and/or invalid email address to be used for this purpose;

6.1.12. The full postal address and post code of the individual being registered. It may be a breach of these Regulations for the address and post code of the Club and/or

individual other than the person being registered and/or fake and/or invalid postal address and postcode to be used for this purpose.

7. PROFESSIONAL PLAYERS

7.1. Professional Players must complete the appropriate FAI CONNECT generated registration form, as prescribed by the Association from time to time.

7.2. A Professional Player's contract of employment, and the appropriate FAI CONNECT - generated registration form, as prescribed by the Association from time to time, must be Submitted onto FAI CONNECT within five (5) Business Days of the date of the Player's signature on the contract of employment. If the relevant registration form and/or employment contract are not Submitted on FAI CONNECT within the prescribed timeframe and/or are incomplete the registration will not be accepted, and the application will be returned to Entered or Entered (INT) (as applicable) by the Association and the Professional Player will be ineligible to participate in any official Match.

7.3. During the period of a contract of a Professional Player the transfer of a Professional Player from one Club to another Club must be made on a form as prescribed by the Association from time to time. Such form must be Submitted to the Association and accompanied with a written transfer agreement which shall set out the full particulars of all financial and other arrangements between both Clubs which shall be signed by a Recognised Signatory of each of the two Clubs concerned and Submitted to the Association for approval via the FAI CONNECT.

7.4. During the period of a contract of a Professional Player the loan of a Professional Player from one Club to another Club must be made on a form as prescribed by the Association from time to time. Such form must be Submitted to the Association and accompanied with a written loan agreement which shall set out the full particulars of all financial and other arrangements between both Clubs which shall be signed by a Recognised Signatory of each of the two Clubs concerned and Submitted to the Association for approval via the FAI CONNECT system.

7.5. At the end of a loan period and in accordance with FAI Regulations , the parent Club will be required to Submit an FAI CONNECT -generated registration form for the Professional Player during the Professional Registration Period.

7.6. An application to Terminate the registration and employment contract of a Professional Player shall be Submitted by the Club via FAI CONNECT and must include a copy of any cancelation agreement entered into between the Club and Player (if applicable) and appropriate cancelation form as prescribed by the Association from time to time, each duly signed by all parties.

8. AMATEUR PLAYERS

8.1. Amateur Players must complete the appropriate FAI CONNECT generated registration form, as prescribed by the Association from time to time for the purposes of registering with a club. Player Registrations that migrated across from FAINet to FAI Connect pursuant to the football management system transition process in 2022, and have not been Terminated on FAI Connect, shall be deemed to be validly registered to their Club on FAI Connect.

8.2. A relevant and validly completed registration form, as prescribed by the Association from time to time must be Submitted onto FAI CONNECT within five (5) Business Days of the date of the Player's signature (or in the case of an underage Player within five (5) Business Days of the date of the parent's or guardian's signature). If the relevant registration form is Submitted on FAI CONNECT after five (5) Business Days from the date of the relevant signature, and/or is incomplete, the Association shall not accept the application for registration and shall return to Entered or Entered (INT) (as applicable) via FAI CONNECT with an explanation as to why the application for registration has not been accepted. The Club must then inform the Player, or the parent or guardian (if applicable) that his/her registration with the Club has not been accepted by the Association.

8.3. An Amateur Player will only be required to sign a registration form on first registering with the Club and will remain registered with a Club in the status Confirmed until such time as that registration is Terminated or the Player re-registers to another Club by way of valid registration to that other Club on FAI CONNECT. An Amateur Player's registration with the Club therefore does not automatically expire or cease at the end of a Season and will continue with the Club irrespective as to whether they are assigned to a Competition with the Club or not.

8.4. An application to Terminate the registration of an Amateur Player must be processed via FAI CONNECT by the Club with which the Player is currently registered. In such cases the Club must notify the Player in writing that his or her registration with the Club has been Terminated, stating the reason(s) why. The termination once accepted by the Club is immediate and automatic with no approval being required from the Association for any such application.

8.5. In the case of an Amateur Player (or the parent / guardian in the case of an Amateur Player aged seventeen (17) years old and younger) contacting the Club he or she is registered with to request in writing that his or her registration is Terminated then said Club must Terminate said registration via FAI CONNECT immediately and notify the Player in writing once Terminated. The termination once accepted by the Club is immediate and automatic with no approval being required from the Association for any such application. In the event of an Amateur Player (or the parent / guardian as the case may be) receiving no response from the Club in respect of any written request under this Paragraph 8.5, the Amateur Player (or the parent / guardian as the case may be) shall be entitled to make a written request by email to the FAI to terminate the registration of that Amateur Player. The written request must be sent to FAIConnect@FAI.ie along with a copy of any previous correspondence under this Paragraph 8.5 deemed pertinent. The FAI will consider the matter and will process the request to terminate in its absolute discretion.

8.6 During the Club registration period applicable to all Clubs as set out in the FAI Handbook, Section 6, the FAI will process the re-registration of an Amateur Player from one Club to another Club on the provision that the new Club has Submitted an FAI CONNECT generated registration form for the Amateur Player in accordance with the FAI Regulations and the following process shall apply:

8.6.1 The club in which the player is registering for ("Club B") creates a re-registration application for the player in the status ENTERED. This will then trigger an automated email from FAI Connect to the current club holding the registration of the player (Club A), the player themselves and anyone in Club A or B

responsible for Registering players.

8.6.2 Upon receipt of such email Club A has 5 Business Days to TERMINATE the registration of the player with Club A.

8.6.3 Club A can choose to TERMINATE the player's registration as soon as possible, and once Club B has SUBMITTED a signed registration form along with any mandatory documents the FAI will then CONFIRM the registration of the player to the new club (Club B).

8.6.4 If Club A or the player themselves does not respond to the automated email within 5 business day's notifying the FAI with reason(s) why the re-registration should not be processed, the FAI will TERMINATE the registration of the player with the current club holding the registration (Club A), and CONFIRM the registration of the player to the new club given that Club B has SUBMITTED the application as outlined above.

8.6.5 If Club B ENTERS the application for the player prior to a club registration period deadline and if the releasing club (Club A) does not respond within 5 day's which lapses the relevant registration deadline, the FAI will retrospectively register the player to the close date of the registration period provided all documentation was SUBMITTED correctly prior to the relevant registration deadline.

9. FUTSAL PLAYERS

9.1. Futsal Players must complete the appropriate FAI CONNECT -generated registration form, as prescribed by the Association from time to time.

9.2. A relevant completed registration form, as prescribed by the Association from time to time must be Submitted onto FAI CONNECT within five (5) Business Days of the date of the Futsal Player's signature. If the relevant registration form is received on FAI CONNECT after five (5) Business Days from the date of the relevant signature, and/or is incomplete, the Association shall not accept the application for registration and shall return to the Club via FAI CONNECT with an explanation as to why the application for registration has not be accepted. The Club must then inform the Futsal Player, that his/her registration with the Club has not been accepted by the Association.

9.3. An application to Terminate the registration of a Futsal Player must be processed via FAI CONNECT by the Club with which the Player is currently registered. In such cases the Club must notify the Player in writing that his or her registration with the Club has been Terminated. Termination once accepted by the Club is immediate and automatic with no approval being required from the Association for any such application.

9.4. In the case of a Futsal Player contacting the Club he or she is registered with to request in writing that his or her registration is Terminated then said Club must Terminate said registration via FAI CONNECT immediately and notify the Player in writing once Terminated.

9.5. A Futsal Player will remain registered with a Club in which their registration as a Futsal Player is Confirmed by the Association. Subject to any earlier application to Terminate under paragraph 9.3 of these Regulations or the Futsal Player transferring to another Club during that Playing Season.

10. PLAYER REGISTRATIONS DEADLINES

10.1. An application for registration of any Player must be Submitted to the Association via FAI CONNECT by no later than 12pm on the last Business Day prior to the match in which they wish to participate.

10.2. If an application to register a Player is Submitted via FAI CONNECT after 12pm on a Business Day or is Submitted on a day which is not a Business Day, then the Association will deem receipt of the application to register said Player at 9.00am on the next Business Day. The Status Log on a Players FAI CONNECT Record will be used for the purpose of establishing the date and time a Club has Submitted an application to register a Player via FAI CONNECT.

10.3. For any Player to be eligible for participation in an Official Match said Player must be Confirmed by the Association via FAI CONNECT by no later than midnight on the last Business Day prior to the match in which they wish to participate and, for the avoidance of doubt, be made Active in the Competition Roster by the relevant Competition Organiser.

11. INTERNATIONAL TRANSFER PROCEDURES

11.1. If a Player requires an ITC, the Club must ensure that FAI CONNECT is completed properly and in particular must ensure that the Player's most recent former club and the name of the national association the former club is affiliated to, is included in the application.

11.2. The use of TMS is a mandatory step for all international transfers of Professional Players and Amateur Players (both male and female) within the scope of Association Football. National League Clubs must ensure that TMS is used in conjunction with their existing obligations under these Regulations to use FAI CONNECT. A transfer instruction therefore needs to be added onto TMS at the same time as an application for registration is Submitted via FAI CONNECT.

11.3. An ITC may not be requested by the Association on TMS in its absolute discretion unless an application for registration has been Submitted by the Club via FAI CONNECT which is compliant with FAI Regulations. Likewise, an application for registration on FAI CONNECT at status Submitted (INT) may not be reviewed by the Association at its absolute discretion unless an accompanying transfer instruction has been added onto TMS by the National League Club.

11.4. The use of TMS is not required for the international transfer of players within the scope of Futsal.

11.5. Paragraph 11 of these Regulations should be read in conjunction with Articles 9 and 19, Annexe 3 and Annexe 3a of FIFA Regulations on the Status and Transfer of Players.

12. MATCH OFFICIALS' REGISTRATIONS

12.1. Where FAI Connect is being used for Competition Management purposes, all Match Officials must register on FAI CONNECT and must do so before they are

eligible to officiate in any Official Match.

12.2. Only Match Officials in possession of a valid Garda Vetting clearance will be permitted to officiate in any Official Matches involving underage Players.

12.3. All Match Officials will be required to re-register and pay the relevant Match Official Annual Registration Fee (if applicable) ahead of the start of each subsequent Playing Season (unless otherwise agreed by the Association).

13. REGISTRATION OF STAFF MEMBERS AND COACHES

13.1. All Staff Members and Coaches can be registered on FAI CONNECT at the start of every Playing Season and must do so before they are permitted to Coach any team.

13.2. Only registered Staff Members and Coaches are eligible to be added to a team-line up of the team which they have registered for.

13.3. Unless otherwise agreed by the Association, the registration of a Staff Member and/or Coach will expire on the earlier of:

13.3.1. Termination by the Club; or

13.3.2. The date upon which the Coach or Staff Member's Garda Vetting clearance expires, if the Coach or Staff is required to hold such a valid licence as part of his or her registration; or

13.3.3. The date upon which the Coach or Staff Member's qualification expires if the Coach or Staff Member is required to hold such a qualification as part of his or her registration.

13.4. All Staff Members and/or Coaches may be required to re-register ahead of the start of each subsequent Playing Season (unless otherwise agreed by the Association).

14. REGISTRATION OF OFFICIALS

14.1. All Officials must register on FAI CONNECT at the start of every Playing Season. Failure to do so will result in the relevant individual's FAI CONNECT user access being suspended until such time as the individual has registered.

14.2. The registration of an Official will expire at the end of each Playing Season (unless otherwise agreed by the Association).

14.3. All Officials may be required to re-register ahead of the start of each subsequent Playing Season (unless otherwise agreed by the Association).

15. COMPETITION MANAGEMENT

15.1. For all Competitions recorded on FAI CONNECT, the participating Clubs must:

15.1.1. Enter the relevant Competition(s) via FAI CONNECT and, if applicable in accordance with Competition rules/regulations, pay the relevant Competition Entry Fee(s) via FAI CONNECT;

15.1.2. If applicable under Competition rules/regulations, Submit their team line-ups on FAI CONNECT (starting line-up, substitutes and team Officials) in accordance with the deadlines imposed by the Competition Organiser;

15.2 For all Competitions recorded on F A I CONNECT, if applicable and subject to the Competition Organiser approval, Match Officials must ensure they:

15.2.1 Enter their availability and unavailability dates via FAI CONNECT ;

15.2.2 Accept or reject their allotted match appointments via FAI CONNECT ;

15.2.3 Prior to kick off, check the team line-ups submitted by the two teams are correct;

15.2.4 Check, and if necessary, amend or input, the details of each goal scorer (including match time that has elapsed) and each substitution (including the match time that has elapsed);

15.2.5 Check, and if necessary, amend or input, details of each yellow card (including the match time that has elapsed) and each red card (including match time that has elapsed);

15.2.6 Enter the details of any misconduct by Players and/or team officials;

15.2.7 Confirm the match result on FAI CONNECT by changing the status of the match from Scheduled to Played;

15.2.8 In the event of an Official Match being Postponed, move the status of the match from Scheduled to Postponed as soon as possible after the decide to Postpone the match has been made; and

15.2.9 In the event of an Official Match being Abandoned, change the status of the match from Scheduled to Abandoned as soon as possible after the decision to Abandon the match has been made.

15.3 Where a Competition is managed on FAI Connect, a Competition Organiser can:

15.3.1 Ensure all participating teams have entered their Competition via FAI CONNECT in a timely manner and by no later than the stipulated deadline;

15.3.2 Assume financial responsibility for collecting monies from late entrants;

15.3.3 Record, and maintain, all their fixtures on FAI CONNECT (teams, dates, times, venues and Match Officials);

15.3.4 Appoint Match Officials via FAI CONNECT;

15.3.5 Notify Clubs and Match Officials via FAI CONNECT;

15.3.6 When requested by a Match Official, change the status of a match from:

15.3.6.1 Scheduled to Played;

15.3.6.2 Scheduled to Postponed (in the event of a postponement); or

15.3.6.3 Scheduled to Abandoned (in the event of an abandonment)

In the absence of a Match Official and at the request of the home team:

15.3.7 When requested by a Match Official, make amendments to a match reported:

15.3.7.2 Add and/or amend match events; and

15.3.7.2 Change the status of the match from Scheduled to Played.

16. MISCELLANEOUS

16.1 An application for registration of a Player at status Entered or Entered (INT) will not be reviewed or registered or Confirmed by the Association. Such Players are ineligible to participate for the Club in any match. Without prejudice to any measure required to rectify the sporting consequence of such appearance, the Association may also impose sanctions on the Player and/or the Club.

16.2 If an application to register a Player, Coach, Staff Member, Official or Match Official has remained at Entered or Entered (INT) status for longer than thirty (30) calendar days then the Association reserves the right to change the status of the application to Cancelled and/or Deleted at its absolute discretion. No notice will be given to the Club by the Association in this instance.

16.3 The FAI reserves the right to amend any Confirmed registration for a Player, Coach, Staff Member, Official and/or Match Official, in its absolute discretion, to Terminated and/or Deleted should it determine, without limitation, that the registration is non-compliant with FAI Regulations and/or is incomplete and/or invalid.

16.4 The FAI reserves the right to amend any Terminated registration for a Player, Coach, Staff Member, Official and/or Match Official, in its absolute discretion, to Deleted should it determine, without limitation, that registration was non-compliant with FAI Rules and/or Regulations and/or is incomplete and/or invalid.

17. BREACH OF THESE REGULATIONS

17.1 It shall be a breach of these Regulations if any User, Member, Club, League, Affiliate Association or Participant fails to comply with the provisions of these Regulations or use the FAI CONNECT contrary to the User Guidelines or Acceptable Use Policy or the Terms and Conditions of Use.

17.2 Notwithstanding any information contained on FAI CONNECT, or the ability of any User, Member, Club or Participant to undertake any action or process on FAI CONNECT, the provisions of the FAI Regulations ultimately prevail and it is the responsibility of any User, Member, Club or Participant to comply with any such provisions.

17.3 Any breach of these Regulations will be a Disciplinary Offence under the FAI Regulations and any charge or sanction against any Participant bound by this Regulation will be in accordance with the procedures set out in Section 7 of the FAI Handbook.

17.4 Nothing in this Regulation will restrict or limit the scope of any Disciplinary Offence.

SECTION 7
Disciplinary Regulations

SECTION 7.1

REGULATION 1. SCOPE OF DISCIPLINARY REGULATIONS

1. These Disciplinary Regulations apply:
    a) to every match and competition under the jurisdiction of the FAI;
    b) if the Constitution, Regulations, codes, plans, policies, directives, decisions or guidelines of the FAI are violated;
    c) to Appeals;
    d) to Arbitrations.
2. The following are subject to these Disciplinary Regulations:
    a) Members of the FAI;
    b) Participants;
    c) anyone with an authorisation from the FAI, in particular with regard to a match, competition or other football activity or event under the jurisdiction of the FAI; and
    d) spectators.
3. These Disciplinary Regulations do not apply to:
    a) club licensing;
    b) doping offences which are sanctioned by Sport Ireland; and
    c) disputes between clubs and players or clubs and clubs regarding financial obligations such as employment and contractual stability, training compensation, solidarity contribution, overdue payables and other relevant matters which are provided for under the FAI Dispute Resolution Chamber Regulations.
4. If there are any omissions in the Regulations, the disciplinary bodies shall decide in accordance with the FAI's custom or, in the absence of custom, in accordance with the Regulations as a whole.
5. In order to protect the integrity of competitions, amendments made to disciplinary sanctions during the course of any competition shall not apply for the duration of the said competition.
6. Except where otherwise provided for, time limits referred to in these Disciplinary Regulations shall begin from the day after receipt of notification.

REGULATION 2. MATCH AND COMPETITION REPORTS/CARDS

1. Disciplinary offences may be reported in a Match Official's Report and/or Match Delegate's Report. Match Officials and Match Delegate's may be requested to clarify their report or obliged to attend the Disciplinary Hearing if requested by the disciplinary bodies.
2. It shall be an offence for any person to intentionally complete a match card/team sheet/report inaccurately.

SECTION 7.2– ON FIELD DISCIPLINARY REGULATIONS[1]

REGULATION 1. MISCONDUCT BY PLAYERS AND OFFICIALS

1. The below table relates to misconduct by Players and/or Officials in the Men's Premier Division, Men's First Division, Women's Premier Division, FAI Senior Cup, FAI Women's Senior Cup, FAI Intermediate Cup and FAI Junior Cup which results in red card:

Sending Off Offences	Suspension
a. Denying the opposing team a goal or an obvious goal-scoring opportunity	Automatic 1 match minimum suspension
b. Unsporting conduct	Automatic 1 match minimum suspension
c. Receiving a second caution in the same match	Automatic 1 match minimum suspension
d. Using offensive, insulting or abusive language and/or gestures other than towards a Match Official	Automatic 1 match minimum suspension
e. Serious foul play	2 match minimum suspension (automatic 1 match suspension plus 1 additional match suspension)
f. Violent conduct	3 match minimum suspension (automatic 1 match suspension plus 2 additional match suspension)
g. Spitting at an opponent or person other than a Match Official	6 match minimum suspension (automatic 1 match suspension plus 5 additional match suspension)

2. The below table relates to misconduct by Players and/or Officials in the League of Ireland Academy Development Programme which results in a red card:

Sending Off Offences	Suspension
a. Denying the opposing team a goal or an obvious goal-scoring opportunity	Automatic 1 match minimum suspension

[1] Men's Premier Division, Men's First Division, Women's Premier Division, League of Ireland Academy Development Programme, FAI Senior Cup, FAI Women's Senior Cup, FAI Intermediate Cup and FAI Junior Cup

b. Unsporting conduct	Automatic 1 match minimum suspension
c. Receiving a second caution in the same match	Automatic 1 match minimum suspension
d. Serious foul play	Automatic 1 match minimum suspension
e. Violent conduct	Automatic 1 match minimum suspension
f. Spitting at an opponent or person other than a Match Official	6 match minimum suspension (automatic 1 match suspension plus 5 additional match suspension)

3. A Player or Official who has not received a red card but who has been reported for misconduct may be sanctioned in accordance with Regulation 1.1 and Regulation 1.2.
4. In all Men's Premier Division, Men's First Division, Women's Premier Division, FAI Men's Senior Cup, FAI Women's Senior Cup, FAI Intermediate Cup and FAI Junior Cup an automatic suspension shall be served in the next game of the same competition.
5. In the League of Ireland Academy Development Programme automatic suspensions shall be served in the next competitive match at the age group which the Player and/or Official received the red card.
6. Any additional suspension arising from the expulsion shall be effective immediately and shall be served in the next competitive game(s) of the competitions mentioned in Regulation 1.1 and Regulation 1.2.
7. An Official dismissed from the technical area by the Match Official must take no further part in the match by managing, directing, assisting or communicating with his team in any way.
8. If it is not possible to serve a suspension by a Player and/or Official in the current season, the suspension shall be served in be served in the next competitive game(s) of the competitions mentioned in Regulation 1.1 and Regulation 1.2.
9. The right is reserved to punish an infringement which has escaped the Match Official's attention and a fine shall also be imposed in all cases.
10. The sanctions relating to offences contained in Regulation 1.1 and Regulation 1.2 will apply immediately and without being heard by a Disciplinary Committee. However, the Disciplinary Regulations Officer (DRO) will have discretion to refer offences contained in Regulation 1.1 and Regulation 1.2 that are reported by a Match Official(s) and/or a Match Delegate to a Disciplinary Committee.

REGULATION 2. MISCONDUCT BY PLAYERS AND OFFICIALS AGAINST MATCH OFFICIALS

1. Where a Player or Official receives a red card and/or is subsequently reported for misconduct against a Match Official, the overall suspension imposed, including the automatic one match suspension, shall be for:

Offence	Sanction
a. Foul, insulting or abusive language that is used directly towards a Match Official	At least 3 matches (automatic 1 match suspension plus 2 additional match suspension)
b. Behaviour that is aggressive, intimidating, or threatening towards a Match Official	At least 6 matches (automatic 1 match suspension plus 5 additional match suspension)
c. Deliberately placing a hand on, brushing against or obstructing a Match Official	At least 12 matches (automatic 1 match suspension plus 11 additional match suspension)
d. Assaulting or attempting to assault (deliberately or deliberately attempting to push, pull, spit at, strike, elbow, punch, kick etc.) a Match Official	At least 12 months
e. Assaulting a Match Official that involves head butting and/or repeatedly and deliberately pushing, pulling, spitting at, elbowing, punching, kicking etc. a Match Official	At least 36 months

2. Where a Player or Official persists in using foul and abusive language having been sent from the field of play a further sanction shall be applied.

3. Separate incidents of misconduct towards a Match Official in relation to the same game shall incur an additional sanction for any such incident.

4. Any club that has a player, team and/or official found to be in continuous and persistent breach of Regulation 2 may be subject to a separate investigation by the Disciplinary Regulations Officer (‘‘DRO’’) who can consider the culpability of the Club and subject to such investigation, the DRO may issue a charge(s) against the club directly.

5. Where a sanction is imposed for committing assault or attempted assault on a Match Official the Disciplinary Committee may impose any other sanction available under the FAI Disciplinary Regulations.

6. Where a Player or Official has been reported for an alleged breach of Regulation 2(1)(c) the Player or Official shall automatically stand suspended to play/participate in games for any other club or in any competitions until the matter is dealt with by the League. Leagues shall address the matter under the FAI Disciplinary Regulations within seven days of receiving the report.

7. A Player or Official whom the Match Official has reported as having committed an assault or attempted assault on a Match Official before, during or immediately after a match shall automatically stand suspended until the disciplinary process has been completed.

8. Where a Player or Official has been reported as having committed an assault or attempted assault on a Match Official, the League shall immediately refer the matter to the FAI Disciplinary Control Unit. A Club or Participant may also refer the matter to the FAI Disciplinary Control Unit. The matter will be decided by the Disciplinary Committee in the first instance and all previous decisions from other bodies/leagues will be revoked. The decision of the Disciplinary Committee shall be notified to all relevant bodies.

9. Where a Player or Official makes disparaging remarks or comments about a Match Official in mainstream media and/or on their personal social media platform visible to the public that Player or Official shall be dealt with in accordance with Section 7.4 Regulation

10. Where a sanction is imposed under Regulation 2(1)(d) on a minor (e.g. a Player who has not yet reached his eighteenth birthday at the time of the offence and is playing in an age group of under 18 or lower in youth or underage football) the Disciplinary Committee when considering the appropriate sanction has discretion to have regard to any mitigating factors to partially suspend the implementation of a sanction in accordance with Section 7.5, Regulation 24.

11. The mitigating factors that the Disciplinary Committee may wish to consider include (but are not limited to) the following:

    - Admission at the earliest opportunity.
    - Demonstration of genuine remorse.
    - Co-operation with the FAI .
    - Age of the Player.
    - Previous disciplinary record of the Player.

12. Where a sanction is imposed under Regulation 2 on a Player or Official the Disciplinary Committee when considering the appropriate sanction has discretion to have regard to any aggravating factors to increase the sanction agreed for the offence. The aggravating factors that the Disciplinary Committee may wish to consider include (but are not limited to) the following:

- The degree of force and/or the nature and extent of threatening behaviour used.
- The profile of the Player or Official, including where they hold a position of responsibility within their Club or organisation (e.g. Club captain, Club chair, a member of the Club's
- Failure to co-operate with the League, Provincial Association and/or the FAI.
- Previous disciplinary record of the Player or Official.
- Any attempt to conceal the breach.
- The extent of any premeditation.
- The overall impact on the reputation and integrity of the game.

REGULATION 3. MATCH OFFICIALS AND DISCIPLINARY ACTION

1. Match Officials are subject to disciplinary action in accordance with these Disciplinary Regulations and the FAI Referee Regulations. Match Officials shall be sanctioned as a minimum in accordance with Regulation 4 but the disciplinary bodies may impose any other sanction they deem appropriate.
2. Sanctions issued against Match Officials must be notified immediately to the Disciplinary Control Unit of the FAI, the Referees Committee and to all other relevant bodies.
3. In cases of reported assaults on a Match Official, the reporting referee shall be furnished with a copy of the decision of the disciplinary body within three (3) days.
4. Where a Participant has been found to have assaulted a Match Official and the disciplinary body hearing the case has failed to impose the minimum sanction provided for in these Disciplinary Regulations, the Match Official shall be entitled to appeal the decision in accordance with the relevant Disciplinary Regulations.
5. Where a Participant has been reported for an assault on a Match Official and the disciplinary body found that no assault took place, the Match Official shall be entitled to appeal this decision in accordance with the relevant rules of appeal.

REGULATION 4. UNIDENTIFIED AGGRESSORS

1. If it is not possible to identify the person(s) who has committed the alleged offence(s) (and it is accepted that such person(s) are not deemed to be an Official), the Disciplinary Committee may sanction the club to which the aggressor(s) belong.
2. If it is not possible to identify an Official who has committed an alleged offence, but it is accepted by the Disciplinary Committee that the aggressor was in fact an Official then the Disciplinary Committee may sanction any Official it considers to be a senior Official in the technical area for the match in question. A medical team Official who commits a sending off offence may only remain if the team has no other medical person available, and act only if a player requires medical attention, but in such circumstances the Disciplinary Committee shall be entitled to apply an additional sanction.

REGULATION 5. TEAM MISCONDUCT

	First Offence	Second Offence	Third Offence	Fourth Offence	Fifth Offence
When at least five (5) Players and/or Officials are cautioned and/or receive a red card during one match.	€100	€125	€150	€175	To be determined by a Disciplinary Committee
When at least three (3) Players and/or Officials are sent off during one match	€100	€200	€300	€400	To be determined by a Disciplinary Committee
Where Players and/or Officials surround a Match Official(s) in a disorderly fashion (e.g., words or behaviour that are improper, violent, threatening, abusive, indecent, insulting, provocative).	To be determined by a Disciplinary Committee				

SECTION 7.3 – ON-FIELD DISCIPLINARY REGULATIONS - GRASSROOTS FOOTBALL

REGULATION 1. MISCONDUCT BY PLAYERS AND OFFICIALS

1. The below table relates to misconduct by Players and/or Officials which results in red card:

Sending Off Offences	Suspension
a. Denying the opposing team a goal or an obvious goal-scoring opportunity	1 match minimum suspension
b. Unsporting conduct	1 match minimum suspension
c. Receiving a second caution in the same match	1 match minimum suspension
d. Serious foul play	2 match minimum suspension
e. Violent conduct	3 match minimum Suspension
f. Spitting at an opponent or person other than a Match Official	6 match minimum suspension

2. A Player or Official who has not received a red card but who has been reported for misconduct may be sanctioned in accordance with Regulation 1.1 and Regulation 1.2.

3. A Disciplinary Committee may impose an additional suspension upon consideration of the Match Official's report and any other factors they deem relevant.

4. The right is reserved to punish an infringement which has escaped the Match Official's attention and a fine may also be imposed in all cases

REGULATION 2. MISCONDUCT BY PLAYERS AND OFFICIALS AGAINST MATCH OFFICIALS

1. Where a Player or Official receives a red card and/or is subsequently reported for misconduct against a Match Official the overall suspension imposed shall be:

Offence	Sanction
a. Foul, insulting or abusive language that is used directly towards a Match Official	At least a 3 match suspension

b. Behaviour that is aggressive, intimidating, or threatening towards a Match Official	At least a 6 match suspension
c. Deliberately placing a hand on, brushing against or obstructing a Match Official	At least a 12 match suspension
d. Assaulting or attempting to assault (deliberately or deliberately attempting to push, pull, spit at, strike, elbow, punch, kick etc.) a Match Official	At least 12 months
e. Assaulting a Match Official that involves head butting and/or repeatedly and deliberately pushing, pulling, spitting at, elbowing, punching, kicking etc. a Match Official	At least 36 months

2. Where a Player or Official persists in using foul and abusive language, having been sent from the field of play, a further sanction shall be applied.

3. Separate incidents of misconduct towards a Match Official in relation to the same game shall incur an additional sanction for any such incident.

4. Any club that has a player, team and/or official found to be in continuous and persistent breach of Regulation 2 may be subject to a separate investigation by the Disciplinary Regulations Officer (''DRO'') who can consider the culpability of the Club and subject to such investigation, the DRO may issue a charge(s) against the club directly.

5. Where a sanction is imposed for committing assault or attempted assault on a Match Official the Disciplinary Committee may impose any other sanction available under the FAI Disciplinary Regulations.

6. Where a Player or Official has been reported for an alleged breach of Regulation 2(1)(c) the Player or Official shall automatically stand suspended to play/participate in games for any other club or in any competitions until the matter is dealt with by the League. Leagues shall address the matter under the FAI Disciplinary Regulations within seven days of receiving the report.

7. A Player or Official whom the Match Official has reported as having committed an assault or attempted assault on a Match Official before, during or immediately after a match shall automatically stand suspended until the disciplinary process has been completed.

8. Where a Player or Official has been reported as having committed an assault or attempted

an assault on a Match Official, the League shall immediately refer the matter to the FAI Disciplinary Control Unit. A Club or Participant may also refer the matter to the FAI Disciplinary Control Unit. The matter will be decided by the Disciplinary Committee in the first instance and all previous decisions from other bodies/leagues will be revoked. The decision of the I Disciplinary Committee shall be notified to all relevant bodies.

9. Where a Player or Official makes disparaging remarks or comments about a Match Official in mainstream media and/or on their personal social media platform visible to the public that Player or Official shall be dealt with in accordance with Section 7.3 Regulation 17.

10. Where a sanction is imposed under Regulation 2(1)(d) on a minor (e.g. a Player who has not yet reached his eighteenth birthday at the time of the offence and is playing in an age group of under 18 or lower in youth or underage football) the Disciplinary Committee when considering the appropriate sanction has discretion to have regard to any mitigating factors to partially suspend the implementation of a sanction in accordance with Section 7.4 Regulation 24.

11. The mitigating factors that the Disciplinary Committee may wish to consider include (but are not limited to) the following:

    - Admission at the earliest opportunity.
    - Demonstration of genuine remorse.
    - Co-operation with the FAI .
    - Age of the Player.
    - Previous disciplinary record of the Player.

12. Where a sanction is imposed under Regulation 2 on a Player or Official the Disciplinary Committee when considering the appropriate sanction has discretion to have regard to any aggravating factors to increase the sanction agreed for the offence. The aggravating factors that the Disciplinary Committee may wish to consider include (but are not limited to) the following:

    - The degree of force and/or the nature and extent of threatening behaviour used.
    - The profile of the Player or Official, including where they hold a position of responsibility within their Club or organisation (e.g. Club captain, Club chair, a member of the Club's
    - Failure to co-operate with the League, Provincial Association and/or the FAI.
    - Previous disciplinary record of the Player or Official.
    - Any attempt to conceal the breach.
    - The extent of any premeditation.
    - The overall impact on the reputation and integrity of the game

REGULATION 3. MATCH OFFICIALS AND DISCIPLINARY ACTION

1. Match Officials are subject to disciplinary action in accordance with these Disciplinary Regulations and the FAI Referee Regulations. Match Officials shall be sanctioned as a minimum in accordance with Regulation 2 but the disciplinary bodies may impose any other sanction they deem appropriate.

2. Sanctions issued against Match Officials must be notified immediately to the Disciplinary Control Unit of the FAI, the Referees Committee and to all other relevant bodies.

3. In cases of reported assaults on a Match Official, the reporting referee shall be furnished with a copy of the decision of the disciplinary body within three (3) days.

4. Where a Participant has been found to have assaulted a Match Official and the disciplinary body hearing the case has failed to impose the minimum sanction provided for in these

5. Disciplinary Regulations, the Match Official shall be entitled to appeal the decision in accordance with the relevant Disciplinary Regulations.

6. Where a Participant has been reported for an assault on a Match Official and the disciplinary body found that no assault took place, the Match Official shall be entitled to appeal this decision in accordance with the relevant rules of appeal.

REGULATION 4. UNIDENTIFIED AGGRESSORS

1. If it is not possible to identify the person(s) who has committed the alleged offence(s) (and it is accepted that such person(s) are not deemed to be an Official), the Disciplinary Committee may sanction the club to which the aggressor(s) belong.

2. If it is not possible to identify an Official who has committed an alleged offence, but it is accepted by the Disciplinary Committee that the aggressor was in fact an Official then the Disciplinary Committee may sanction any Official it considers to be a senior Official in the technical area for the match in question. A medical team Official who commits a sending off offence may only remain if the team has no other medical person available, and act only if a player requires medical attention, but in such circumstances the Disciplinary Committee shall be entitled to apply an additional sanction.

REGULATION 5. TEAM MISCONDUCT

1. The following may constitute misconduct by a team and may result in a fine:
   a) when at least five (5) Players and/or Officials are cautioned and/or sent from the field of play during one match;
   b) when at least three (3) Players and/or Officials are sent off during one match;
   c) when several Players together and/or Officials make threats or show force against a Match Official.
2. When determining the sanction e, the type of competition, gravity of the offence and previous record that season shall be taken into account.

SECTION 7.4 – OFF FIELD OFFENCES

REGULATION 1. INELIGIBILITY

1. If a Player plays in an official match while being ineligible to do so, his team shall be sanctioned by forfeiting the match and paying a fine subject to Regulations 1.2, 1.3 and 1.4.

2. If a Player, while being ineligible, takes part in an official match in league competitions in which only amateur players are entitled to participate, the following shall apply:
   a) If a protest has been lodged in accordance with the relevant league rules, his/her team shall be sanctioned by forfeiting the match and paying a fine;
   b) If a league allows, in its own rules, for ineligibility to be raised without lodging a protest then his/her team shall be sanctioned with a forfeit and paying a fine, but such ineligibility must be raised within twenty eight (28) calendar days of the particular match;
   c) In all other cases falling outside of Regulation 1.2(a) and Regulation 1.2(b) above a forfeit shall not be imposed and only a fine shall apply.

3. For cup competitions in which only amateur players are entitled to participate, the following shall apply:
   a) If such ineligibility has taken place before the Player's team participates in the next round of the cup competition, his/her team shall be sanctioned by forfeiting that most recent match and shall pay a fine. Ineligibility which occurred in previous rounds of the cup competition shall not result in a retrospective forfeit but a fine shall be imposed in relation to all applicable fixtures;
   b) The team deemed to have won a match following a forfeit shall progress to the next round of the competition, or in the case of a Final be deemed the winner;
   c) In the case of Finals or Final replays, if the ineligibility has been brought to the attention of the relevant committee within twenty eight (28) calendar days of the
   d) particular match taking place, his team shall be sanctioned by forfeiting the match and paying a fine. Outside of this twenty eight (28) calendar day timeframe a forfeit shall not be imposed and a fine only shall apply;
   e) A team who has fielded an ineligible Player but has already been eliminated from the cup competition shall be sanctioned by paying a fine in relation to all applicable fixtures.

4. For all other cup competitions the following shall apply:
   f) If such ineligibility has taken place before the Player's team participates in the next round of the cup competition, his/her team shall be sanctioned by forfeiting that most recent match and shall pay a fine. Ineligibility which occurred in previous rounds of the cup competition shall not result in a retrospective forfeit but a fine shall be imposed in relation to all applicable fixtures;

g) The team deemed to have won a match following a forfeit shall progress to the next round of the competition, or in the case of a Final be deemed the winner;

h) A team who has fielded an ineligible Player but has already been eliminated from the cup competition shall be sanctioned by paying a fine in relation to all applicable fixtures.

5. In all official matches a sanction may be imposed on a Player a minimum five (5) match suspension shall be imposed on a Senior Official (e.g. Manager or First Team Head Coach) if they knew or could reasonably have been expected to have known of the ineligibility. A minimum €500 fine will also be imposed on the Club.
6. If a Player takes part in a friendly match despite being ineligible, his team shall be sanctioned by forfeiting the match and paying a fine.
7. A Player is deemed to be ineligible if he/she is in breach of competition rules relating to eligibility.
8. Time limits referred to in this ineligibility regulation shall begin from the next calendar day after the relevant match.

REGULATION 2. RACISM/DISCRIMINATION

1. Any Participant, who offends, disparages, discriminates against or denigrates someone, or a group of persons, in a derogatory manner on account of 'race', skin colour, language, religion, disability, gender, ethnic and/or national origin(s) or sexual orientation, or perpetrates any other racist/discriminatory and/or contemptuous act, shall be subject to disciplinary sanction. The relevant disciplinary body shall consider and have the power to impose a suspension, fine and/or other sanction as deemed appropriate. In the case of individuals, the minimum suspension shall be for a period of ten (10) matches.
2. If a spectator, or spectators, engage in racist/discriminatory behaviour, including but not limited to chanting or displaying racist/discriminatory slogans at a match, the relevant
3. disciplinary body shall sanction the Club which the spectator(s) support. If the spectator(s) cannot be identified as a supporter, or supporters, of one or other club/affiliate the host club/affiliate may be sanctioned.
4. Spectators engaging in racist/discriminatory behaviour may be subject to a disciplinary sanction or in the absence of identifying individuals the Club to which they belong may be subject to disciplinary sanction.
5. Sexual or racially-based harassment or other discriminatory behaviour, whether physical, verbal and/or written, direct or indirect or via social media channels, shall result in disciplinary action.

REGULATION 3. BETTING/GAMBLING

1. Anyone who engages in any behaviour that damages or could damage the integrity of matches and competitions may be subject to disciplinary sanctions. All persons are obliged to cooperate fully with the Association in all efforts to combat such behaviour.
2. Anyone who engages in any of the following may be subject to disciplinary sanction:
    a) acting in a manner that is likely to exert an influence on the course and/or result of a match or competition by means of behaviour with a view to gaining an advantage for themselves or a third party;
    b) participating directly or indirectly in betting or similar activities relating to matches or competitions or having a direct or indirect financial interest in such activities;
    c) instructing someone to bet on their behalf;
    d) using or providing others with information which is not publicly available, is obtained through his position in football and damages or could damage the integrity of a match or a competition;
    e) failing to immediately and voluntarily inform the Association if approached in connection with activities aimed at influencing the course and/or result of a match or competition;
    f) failing to immediately and voluntarily report to the Association any behaviour that they may be aware of that falls within the scope of this regulation;
3. Any complaints made regarding match fixing after the relevant competition stage has finished will have no impact on the sporting result of the competition or match in question and will not require a match to be replayed.
4. If there is a suspected breach of this regulation all persons subject to these regulations must provide any information, documentation, data recording and/or storage device including but not limited to text, images, sound etc. that could contain data relating to the matter.

REGULATION 4. CORRUPTION

1. Anyone who offers, promises or grants an unjustified advantage to a body or employee of the FAI, a Match Official, a Player or an Official on behalf of himself or a third party in an
2. attempt to incite it or him/her to violate the Constitution, rules or regulations of the FAI, the Confederations or FIFA shall be sanctioned:
    a) with a fine, and/or;
    b) with a ban on taking part in any football-related activity and/or;
    c) with a ban on entering any stadium.
3. Passive corruption (soliciting, being promised or accepting an unjustified advantage) shall be sanctioned in the same manner.
4. In serious cases and in the case of repetition, sanction 1b) may be imposed for life.
5. In any case, the disciplinary bodies may order the confiscation of any assets involved in committing the infringement which are within the remit of the FAI or of any assets which may be due to the offender from the FAI for any other football activities. These assets

shall be used for football development programmes.

REGULATION 5. MANIPULATING MATCH RESULTS

1. Anyone who conspires to influence a match in a manner incompatible with sporting ethics shall be sanctioned with a suspension and a fine. The disciplinary body may also impose a ban on taking part in any football-related activity; in serious cases this sanction shall apply for life.

2. Anyone is under investigation and/or charged by a statutory authority (e.g., An Garda Síochana, the Director of Public Prosecutions, etc.) and/or the DRO for conspiring to influence a match in a manner incompatible with sporting ethics may stand suspended until such process has been completed.

REGULATION 6. DOPING

1. The Anti-Doping Rules of the Football Association of Ireland are the Irish Anti-Doping Rules as amended from time to time. Doping and doping offences are sanctioned under the Irish Sport Anti-Doping Programme Rules and Procedures as provided by Sport Ireland.

2. Decisions of the Sport Ireland Anti-Doping Disciplinary Bodies are recognised by the FAI and such decisions shall be rendered effective by the FAI.

3. In the event of any contradictions between national regulations and the FIFA Anti-Doping Regulations, the provisions set out in the FIFA Anti-Doping Regulations shall prevail.

REGULATION 7. SPECTATOR CONDUCT

1. The home club/team may be liable for any improper conduct amongst the visiting club/team spectators and is liable for any improper conduct amongst their own spectators, regardless of the question of culpable conduct or culpable oversight and depending on the situation, may be fined. Further sanctions may be imposed in the case of serious disturbances.

2. The visiting club/team is liable for improper conduct among its own group of spectators, regardless of the question of culpable conduct or culpable oversight and depending on the situation, may be fined and/or instructed to pay compensation for damages. Further sanctions may be imposed in the case of serious disturbances. Supporters occupying the away sector of a stadium are regarded as the visiting supporters, unless proven to the contrary.

3. Improper conduct includes but is not limited to violence towards persons or objects, the use of pyrotechnics (flares, fireworks, smoke bombs etc.), causing damage to stadium facilities, throwing missiles, use of smoke bombs, flares or fireworks, displaying insulting

slogans in any form, uttering insulting sounds, racist behaviour or invading or encroaching onto the pitch.

4. The liability described in Regulation 7.1 and Regulation 7.2 applies to matches played on neutral grounds including finals of competitions.

REGULATION 8. FAILURE TO PLAY OR FULFIL A FIXTURE/ABANDONMENT

1. If a team refuses to play a match or refuses to continue playing a match which has begun, may be sanctioned with a fine and/or may forfeit the match.
2. If a Match Official has to abandon a match due to the conduct of members of a team, including their Officials, the offending team may forfeit the match and the team and/or Officials may be sanctioned.
3. In serious cases, the team shall also be disqualified from the competition in progress and may be disqualified from future competitions.
4. If a team fails to fulfil a fixture, in circumstances not already provided for in these Disciplinary Regulations, it may be subject to disciplinary sanction.
5. Any Player selected to play in any International or any other match arranged by the FAI or its Members and who without good and sufficient cause refuses to comply with the arrangements for the playing of the match, or fails to play in such match, may be adjudged to be guilty of misconduct, and such Player, or any Club which may be deemed to have encouraged such Player to behave in such a manner, may be dealt with as the Disciplinary Bodies shall deem appropriate.

REGULATION 9. BRAWL/FIGHTING

1. Involvement in a brawl/fight is sanctioned with a suspension for at least six (6) matches.
2. Anyone who has tried merely to prevent a brawl/fight, shield others or separate those involved in a brawl is not subject to punishment.

REGULATION 10. INCITING HATRED OR VIOLENCE

1. A Participant who publicly incites others to hatred or violence may be sanctioned with suspension and/or a fine.

REGULATION 11. PROVOKING THE GENERAL PUBLIC

1. Any Participant who provokes the general public shall be suspended for a minimum of two matches and sanctioned with a fine.

REGULATION 12. OFFENSIVE BEHAVIOUR

1. Any Participant who insults someone in any way, especially by using intimidation, threats, offensive gestures or language, or who violates the principles of fair play or whose behaviour is unsporting in any other way may be sanctioned with a suspension and/or fine and/or a ban on performing any football related activity or other sanction deemed appropriate.

REGULATION 13. COERCION

1. Anyone who uses violence or threats to pressurise a Match Official into taking certain action(s) or to hinder him/her in any other way from acting freely shall be sanctioned with a fine and a suspension.

REGULATION 14. BRINGING THE GAME INTO DISREPUTE

1. Any Member, League, Club or Participant who has brought the game of football or the FAI into disrepute by any means including, but not limited to, written, verbal and/or by action (e.g. where a Player(s) and/or Official(s) engages in behaviour which is improper, violent, threatening, abusive, indecent or uses insulting or provocative words) may be sanctioned.

REGULATION 15. NOT SEEN INCIDENTS (IN THE LEAGUE OF IRELAND MEN'S PREMIER DIVISION, MEN'S FIRST DIVISION, WOMEN'S PREMIER DIVISION, FAI SENIOR CUP & WOMEN'S FAI SENIOR CUP).

1. Not Seen Incidents are incidents of potential misconduct by Players and/or Officials that have not been seen by the Match Officials that may have merited a direct red card.

2. Not seen Incidents must be reported to the Disciplinary Regulations Officer ('DRO') within seven days of the fixture taken place and may only be reported by the League of Ireland Department, the opposition Club and/or Match Officials in which the Not Seen Incident occurred. The DRO upon consideration of all available evidence may issue a charge against the Player and/or Official.

3. A written statement must be provided by the Match Officials to the League of Ireland Department to confirm that they did not witness the incident. This statement shall be considered conclusive evidence.

4. Where one or more of the Match Officials sees only part of an incident, an act of potential misconduct that occurs before, during or immediately after that incident may be regarded as Not Seen by the Match Officials where, without limitation:

    i. an act of violent conduct occurs secondary to a challenge for the ball, and so is not seen as the Match Officials are concentrating on the challenge for the ball; or

ii. the Match Officials view of the incident was such that none of them had an opportunity to make a decision on any act of alleged misconduct that took place within it.

5. The Player and/or Official are entitled to be present or represented at the Disciplinary Committee hearing.

REGULATION 16. LATE START TO MATCHES

1. The below table provides a guide for Disciplinary Committee's to consider when imposing a sanction(s) for a late start to a match(es) for Club's and/or Senior Official(s) (e.g. Manager or First Team Head Coach):

First Offence	Second Offence	Third Offence	Fourth Offence +
Warning (Team & Senior Official)	€100 fine and partial one match suspension for a Senior Official	€200 fine and one match suspension for a Senior Official	Sanction to be determined by a Disciplinary Committee

REGULATION 17. DISPARAGING COMMENTS AND/OR ACTIONS

1. Public comment and/or actions of the following nature may result in disciplinary sanction:

   a) Comments and/or actions which are offensive or threatening in any way and/or;

   b) Comments and/or actions causing damage to the game or the FAI or bringing the game or the FAI into disrepute and/or;

   c) Unsubstantiated allegations or comments which question the integrity of any person or body or are disparaging in any way;

   d) Publication of material which questions the integrity of any person or body or are disparaging in any way.

REGULATION 18. PROTECTION AND WELFARE OF CHILDREN AND VULNERABLE PERSONS

1. All Members, Leagues, Clubs and Participants shall be bound by the FAI Constitution, Rules, Regulations, codes, policies and guidelines governing the protection and welfare of children and vulnerable persons, and breaches of such regulations, codes, policies and guidelines shall be subject to disciplinary sanction.

2. All Members, Leagues, Clubs and Participants who breach Section 3 Regulation 12 shall be subject to disciplinary sanctions.

3. Any person reported to the FAI by a Statutory Authority in respect of a child welfare matter or welfare concerns relating to vulnerable persons may be subject to disciplinary sanction.

4. The disciplinary body may impose any sanction it deems appropriate. The FAI Child Welfare and Safeguarding Committee may be party to the proceedings and shall be copied on all decisions.

REGULATION 19. MATCH AND PLAYER SAFETY OBLIGATIONS

1. When organising matches Members, Leagues, Clubs and Participants shall also:
    a) Assess the degree of risk posed by matches and notify the bodies of the FAI of those matches that are especially high-risk;
    b) Comply with and implement existing safety rules and take every safety precaution demanded by circumstances before, during and after the match and if incidents occur;
    c) Ensure the safety of Players and Officials of the visiting team;
    d) Keep authorities informed and collaborate with them actively and effectively so that law and order are maintained in the stadiums/grounds and immediate surroundings and that matches are organised properly;
    e) Vet the age of Players at competitions that are subject to age limits;
2. Any Member, League, Club or Participant that fails to fulfil its obligations may be fined or in the case of a serious infringement the body may impose other sanctions, such as a stadium ban or order a team to play on neutral ground.
3. The right is reserved to impose certain sanctions for safety reasons, even if no infringement has been committed.

REGULATION 20. OTHER OBLIGATIONS

1. Members, Leagues and Clubs should ensure no one is involved in their management who is under sanction or has been found guilty of an offence of corruption, forgery, serious misconduct other serious behaviour or other offences which would bring the game into disrepute

SECTION 7.5 – SANCTIONS AND DISCIPLINARY & APPEALS PROCEDURE

REGULATION 1. CULPABILITY

1. Unless otherwise specified, infringements are punishable regardless of whether they have been committed intentionally or negligently.

2. Exceptionally, a match may have to be played without spectators or on neutral ground, or a certain stadium may be banned purely for safety reasons, without any infringement having been committed.

REGULATION 2. INVOLVEMENT

1. Anyone who intentionally takes part in committing an infringement, either as instigator or accomplice, is subject to disciplinary proceedings.
2. The disciplinary body shall take account of the degree of guilt of the party involved and may reduce a sanction accordingly. It shall not go below the minimum sanction applicable

REGULATION 3. SANCTIONS APPLICABLE

1. The following sanctions are applicable only to natural persons:
   a) caution;
   b) expulsion;
   c) match suspension;
   d) ban from dressing rooms and/or substitutes' bench;
   e) ban from entering a stadium;
   f) ban on taking part in any football-related activity.

2. The following sanctions are applicable only to legal persons:
   a) transfer ban;
   b) playing a match without spectators;
   c) playing a match on neutral territory;
   d) ban on playing in a particular stadium;
   e) annulment of the result of a match;
   f) exclusion;
   g) forfeit;
   h) deduction of points;
   i) demotion to a lower division;
   j) suspension from membership of the FAI;
   k) replaying a match.

3. In addition to the sanctions listed above the following sanctions are applicable to both natural and legal persons:
   a) a warning;
   b) a reprimand;
   c) a fine;
   d) the return of awards.

REGULATION 4. WARNING

1. A warning is a reminder of the substance of a disciplinary regulation allied with the threat of a sanction in the event of a further infringement.

REGULATION 5. REPRIMAND

1. A reprimand is official written pronouncement of disapproval sent to the perpetrator of an infringement.

REGULATION 6. FINES

1. The body that imposes the fine decides the terms and time limits for payment and the level of the fine if not otherwise provided for in these Regulations or in specific competition rules.

2. Clubs are liable for fines imposed on Players or Officials from their teams. The fact that the person subject to the fine has left the club will not negate the responsibility of the club to pay the fine.

REGULATION 7. RETURN OF AWARDS

1. The person or body required to return an award shall return all of the benefits received, in particular sums of money and symbolic objects (medal, trophy etc.).

REGULATION 8. CAUTION (YELLOW CARD)

1. A caution (yellow card) is a warning from the referee to a Player and/or Official during a match to sanction offences as identified by Law 12 of the Laws of the Game. Cautions may result in fines. One point shall be recorded against the Player and/or Official. Fines may be applied on an accumulative basis. A caution in any game must be reported to the League concerned and a record must be kept by that League. No caution or mandatory suspension arising from an accumulation of cautions maybe appealed.

2. Two (2) cautions received during the same match incur an expulsion and, consequently, an automatic suspension. The two (2) cautions that incurred the red card are rescinded. Players and/or Officials may also be further sanctioned in respect of any other matters reported by the Match Officials relating to a caution.

3. Cautions received in the Men's Premier Division, Men's First Division and the Women's Premier Division carry the following suspensions for Players and/or Officials:

Accumulated Cautions	Suspension
(a) Five (5) Cautions	Automatic 1 Match Suspension
(b)Ten (10) Cautions	Automatic 1 Match Suspension
(c) Fifteen (15) Cautions	Automatic 1 Match Suspension
(d) Twenty (20) Cautions	Automatic 1 Match Suspension

(e) Every subsequent five (5) cautions following the twentieth caution	Automatic 1 Match Suspension

4. Upon completion of a club's eighteenth league fixture in the Men's Premier Division, Men's First Division and the Women's Premier Division any Player and/or Official from that club who has not met the threshold of five (5) accumulated cautions as per Regulation 3(a) shall not receive an automatic one match suspension until they meet the threshold of accumulated cautions as per 3(b)-3(e).

5. The following cautions received in the FAI Men's Senior Cup and the FAI Women's Senior Cup incur a one (1) match automatic suspension for Players and/or Officials:

Accumulated Cautions	Suspension
a. Two (2) Cautions (with the exception of a second accumulated caution received in the semi-final)	Automatic 1 Match Suspension (to be served in the above mentioned competitions)

6. In all other competitions under the auspices of the FAI, suspensions for an accumulation of cautions shall be served in accordance with the applicable competition rules.

7. If an abandoned match is to be replayed, any caution issued during that match shall be annulled. If the match is not to be replayed, the cautions received by the team responsible for causing the match to be abandoned are upheld; if both teams are responsible, all of the cautions are upheld. If a Player is guilty of an offence as defined by Law 12 of the Laws of the Game and is sent off (direct red card), any other caution he/she has previously received in the same match is upheld and incurs the relevant suspension, fine and point as referred to above.

8. Prior to the commencement of each playing season, a Player's accumulated cautions/points total shall be reduced to zero. Any outstanding suspensions must be served in accordance with Regulation 10.10.

REGULATION 9. EXPULSION

1. An expulsion is the order given by the referee to someone to leave the field of play and its surroundings, including the substitutes' bench, during a match. The person who has been sent off may be allowed into the stands unless he/she is serving a stadium ban.

2. Expulsion takes the form of a red card for Players (including substitutes) and/or Officials. The red card is regarded as direct if it sanctions offences as defined by Law 12 of the Laws of the Game; it is regarded as indirect if it is the result of an accumulation of two yellow cards received in the same match.

3. In all other matches played under the auspices of the FAI an expulsion automatically incurs a one (1) match suspension from the next Domestic Competitive Match.

4. A Player and/or Official sent from the field of play and/or technical area shall serve an automatic

suspension at the same level of football i.e. a Player sent from the field of play in a 1st team fixture may not serve an automatic suspension in a reserve team fixture or U19 fixture and vice-versa.

5. In all friendly matches sanctions imposed shall be applied as directed by the body making the decision.

6. A Player or Official who has been sent off in a match will be notified, through his club, of the offence reported by the Match Official, and at the same time advised that he/she will be subject to a decision of the appropriate disciplinary body.

7. An expulsion automatically incurs an automatic suspension even if imposed in a match that is later abandoned and/or annulled. The Disciplinary Committee may extend the duration of the suspension.

REGULATION 10. MATCH SUSPENSION

1. A player suspended from a match is a ban on taking part in a future match or competition and on attending such fixture in the area immediately surrounding the field of play.

2. The suspension is imposed in terms of matches and/or time periods.

3. Suspensions of twelve (12) months duration or longer must be notified immediately to the Disciplinary Control Unit of the FAI and to all other relevant bodies by any Member or League handing down such a suspension. Such suspension shall be accompanied by a copy of the Match Official's Report. No such suspension can be amended or cancelled without the express approval of the FAI and not before twelve(12) months of the suspension has elapsed.

4. If the suspension is to be served in terms of matches, only those matches actually played count towards execution of the suspension. If a match is abandoned or forfeited, suspension is only considered to have been served if the team to which the suspended player and/or Official belongs is not responsible for the facts that led to the abandonment or forfeiture of the match.

5. An Official serving a suspension shall not attend the area immediately surrounding the field of play and is banned from the dressing rooms and the technical area and shall not have contact with any players and technical officials from sixty minutes prior to kick off until sixty minutes after the final whistle has been blown. Breaches of this regulation shall result in a minimum one match suspension and a further sanction if deemed appropriate by the Disciplinary Body.

6. Suspensions imposed on a player-coach apply to his/her capacity both as a player and as a coach.

7. If a suspension is combined with a fine, the suspension may be prolonged until the fine has been paid in full.

8. A Player must be eligible to have played in a match in order to have the suspension served. For the period of time when a player is on official international duty he/she shall not be deemed to have served their suspension in any FAI competition.

9. Suspensions can only be served on the terms as determined by the decision of the Disciplinary Bodies taking into account the competition rules applicable. A suspension may be deemed not served by a Disciplinary Body if a match has been rearranged for the primary purpose of enabling a Player to complete a suspension.

10. In all FAI National League competitions, FAI National Cup Competitions, National Body Competitions, National Women's Football Competitions and Provincial Association Competition,

11. any suspension or part thereof which remains outstanding at the end of the season must be served at the commencement of the following season with the exception of a suspension accumulated under Regulation 8.3(a), Regulation 8.3(b), Regulation 8.4(a).

12. If a Player registers with a club in a different League to the League that imposed the original match suspension(s) any outstanding match suspension(s) shall be served in the new League. The level of football shall be determined by the Disciplinary Body of the new League.

13. All of the foregoing suspensions are the minimum penalties. The Disciplinary Bodies or leagues may impose suspensions above this minimum depending on the nature of the offences committed

14. All suspensions, except where otherwise provided for in these Regulations, may be appealed through the various National Bodies, and Provincial Associations and in accordance with the Rules or Regulations of the FAI, FIFA and UEFA.

15. Players or other technical staff, including managers under suspension are not permitted to be included in the list of Officials on the technical bench. Breaches of this regulation will be reported to the Disciplinary Committee for further possible sanction.

16. Officials suspended by the Disciplinary Committee shall have the terms of the suspension clearly outlined to them in the notice of suspension.

REGULATION 11. BAN FROM DRESSING ROOMS AND/OR SUBSTITUTES BENCH

1. A ban from dressing rooms and/or substitutes' benches deprives someone of the right to enter team's dressing rooms and/or the area immediately surrounding the field of play, and in particular, to sit on the substitutes' bench.

REGULATION 12. STADIUM BAN

1. A stadium ban prohibits someone from entering the confines of one or several stadiums.

REGULATION 13. BAN ON TAKING PART IN FOOTBALL-RELATED ACTIVITY

1. Any Member, League, Club or Participant may be banned from taking part in all or any part of football-related activity. The Disciplinary Body issuing such a ban shall ensure the extent and remit of the ban is clearly provided for in the decision.

REGULATION 14. TRANSFER BAN

1. A transfer ban prevents a club from registering any player during the period in question.

REGULATION 15. PLAYING A MATCH WITHOUT SPECTATORS

1. The obligation for a Member, League or Club to play a match with a partial stadium closure or a full stadium closure requires to have a certain match(es) played without some or all spectators attending such matches.
2. The obligation for a Member, League or Club to play an away match(es) without their away spectators being permitted to attend such match(es).

REGULATION 16. PLAYING A MATCH ON NEUTRAL GROUND

1. The obligation to play a match on neutral ground requires a Member, League or Club to have a certain match played in another venue.

REGULATION 17. BAN ON PLAYING IN A PARTICULAR STADIUM

1. A ban on playing in a certain stadium deprives a Member, League or Club of the right to have their teams play in a certain stadium.

REGULATION 18. ANNULMENT OF THE RESULT OF A MATCH

1. The result of a match is annulled if the result reached on the field of play is disregarded.

REGULATION 19. EXCLUSION FROM A COMPETITION

1. Exclusion is the deprivation of the right of a Member, League or Club to take part in the current and/or a future competition.

REGULATION 20. DEMOTION TO A LOWER DIVISION

1. A club may be demoted to a lower division.

REGULATION 21. DEDUCTION OF POINTS

1. A club may have points deducted from those already attained in the current or a future competition.

REGULATION 22. FORFEIT

1. Teams sanctioned with a forfeit are considered to have lost the match by 0-3.
2. If the goal difference at the end of the match in question is greater than 0-3, the result on the pitch is upheld.

REGULATION 23. COMBINED SANCTIONS

1. Unless otherwise specified, the sanctions provided for may be combined.

REGULATION 24. PARTIAL SUSPENSION OF IMPLEMENTATION OF SANCTION

1. The Disciplinary Committee that imposes a sanction on a person, Member, League or Club may examine whether it is possible to suspend the implementation of that sanction partially.

2. The Disciplinary Committee will decide which part of the sanction may be partially suspended.

3. By suspending the implementation of the sanction, the Disciplinary Committee subjects the person, Member, League, or Club sanctioned to a probationary period which shall be determined by the Disciplinary Committee

4. If the person, Member, League, or Club who are subject to the partially suspended sanction commits the same and/or similar offence during the probationary period, the partial suspension is automatically revoked and the sanction applied. Any sanction imposed from the subsequent offence will be added to the sanction imposed for the previous infringement

REGULATION 25. CALCULATION OF TIME SANCTIONS

1. The duration of a time sanction can be interrupted by rest periods during or between seasons.

REGULATION 26. LIMITATION PERIOD FOR PROSECUTION

1. Offences committed during a match may no longer be prosecuted after a lapse of two (2) years. As a general rule, other offences may not be prosecuted after a lapse of ten (10) years.

2. Prosecution for offences against children or for corruption are not subject to a limitation period.

REGULATION 27. COMMENCEMENT OF THE LIMITATION PERIOD

1. The limitation period runs as follows:

   a) From the day on which the perpetrator committed the offence;
   b) If the offence is recurrent, from the day on which the most recent offence was committed;
   c) If the offence lasted a certain period, from the day on which it ended.

REGULATION 28. INTERRUPTION

1. The limitation period no longer applies if the Disciplinary Committee commences proceedings before it has expired.

REGULATION 29. LIMITATION PERIOD FOR THE ENFORCEMENT OF SANCTIONS

1. The limitation period for the enforcement of sanctions is five (5) years.

2. The limitation period for the enforcement of sanctions begins on the day on which the decision comes into force.

REGULATION 30. GENERAL REGULATIONS

1. The body pronouncing the sanction decides the scope and duration of it provided it does not fall below the minimum sanction applicable.

2. Sanctions may be limited to a geographical area or to one or more specific categories of match or competition.

3. Unless otherwise specified, the duration of a sanction is always define

4. The body shall take account of all relevant factors in the case and the degree of the offender's guilt when imposing the sanction.

REGULATION 31. REPEATED INFRINGEMENTS

1. Unless otherwise specified, the body may increase the sanction to be imposed as deemed appropriate if an infringement has been repeated.

REGULATION 32. CONCURRENT INFRINGEMENTS

1. If several fines are imposed against someone as a result of one or more offences, the relevant body bases the fine on the most serious offence committed first and, depending on the circumstances, may increase the sanction.

2. The same applies if a person, Member, League or Club incurs several sanctions of a similar type (e.g. two (2) or more match suspensions, two (2) or more stadium bans etc.) as the result of one or several infringements.

3. The body that determines the fine is not obliged to adhere to the general upper limit of fines in cases of concurrent infringements.

REGULATION 33. MATCH OFFICIALS

1. During matches, disciplinary decisions are taken by Match Officials. These decisions are final.

2. In certain circumstances, the jurisdiction of the disciplinary bodies may apply, for example in decisions involving an obvious error such as mistaken identity.

REGULATION 34. DISCIPLINARY BODIES

1. The organs for the administration of discipline are:

    a) The disciplinary bodies of the FAI:
        i. The Disciplinary Committee;
        ii. the Appeal Committee.

    b) The Disciplinary Regulations Officer.

2. Disciplinary matters relating to FAI competitions under the jurisdiction of another FAI disciplinary committee or body shall remain under the jurisdiction of that body until the disciplinary remit of that body is transferred to the FAI Disciplinary Bodies.

3. Disciplinary matters relating to other competitions under the jurisdiction of another disciplinary committee or body shall remain under the jurisdiction of that body.

REGULATION 35. ARBITRATOR

1. Any decision of the Appeal Committee may be referred to arbitration by any party to the appeal procedure.

2. Any other dispute between two or more Members, Leagues or Clubs of the FAI may be referred to Arbitration provided all parties agree to proceed to arbitration and to be bound by the Arbitration decision. Disciplinary matters must proceed through the FAI Appeals process prior to proceeding to Arbitration.

REGULATION 36. COURT OF ARBITRATION FOR SPORT (CAS)

1. Decisions of certain bodies may be appealed to the CAS in Lausanne, Switzerland as provided under the rule of such bodies.

REGULATION 37. DISCIPLINARY COMMITTEE

1. The Disciplinary Committee is authorised to sanction any breach of the rules, regulations, directives, decisions or guidelines of the FAI and the rules of its competitions, which do not come under the jurisdiction of another body.

2. The Disciplinary Committee is responsible for:

    a) sanctioning offences recorded in all Match Officials and Match Delegate reports not wise automatically dealt with;

b) sanctioning all breaches of the Regulations not under the jurisdiction of any other body;

c) sanctioning serious infringements which have escaped the Match Officials' attention;

d) rectifying obvious errors in Match Officials' disciplinary decisions;

e) extending the duration of a match suspension incurred automatically by an expulsion;

f) imposing additional sanctions, such as additional suspensions or fines or other sanctions.

REGULATION 38. APPEAL COMMITTEE

1. The Appeal Committee is responsible for:

a) deciding appeals against decisions of the Disciplinary Committee subject to the terms of Regulation 52.A;

b) deciding appeals against decisions of any Member, League or other FAI body subject to the terms of Regulation 52.A, with the exception of Club Licensing bodies and bodies ruling on Doping Offences.

c) deciding appeals for wrongful dismissal and/or mistaken identity in the Men's Premier Division, Men's First Division, the Women's Premier Division, FAI Senior Women's FAI Senior Cup.

REGULATION 39. JURISDICTION OF THE DISCIPLINARY REGULATIONS OFFICER (DRO)

1. The Disciplinary Regulations Officer is responsible for:

a) representing the FAI or nominating a person to attend on behalf of the DRO in all FAI disciplinary proceedings;

b) conducting investigations and/or charging persons or bodies with breach of rules or regulations;

c) lodging appeals against decisions of FAI disciplinary bodies;

d) settling disputes where appropriate;

e) directing that a matter is out of order.

REGULATION 40. COMPOSITION OF THE DISCIPLINARY BODIES

1. The General Assembly shall be responsible for appointing persons to a Disciplinary Pool. The members of this pool shall be made up of General Assembly members, other football persons not otherwise members of General Assembly, and qualified members of the legal profession.

Procedures shall be adopted to ensure members of this pool are appointed in a fair, equitable and transparent manner.

2. The Disciplinary Pool members shall be appointed for an automatic renewable one (1) year period.

3. Members of the Disciplinary Pool shall be required to provide details of their football and professional background and a list of football interests and/or any conflicts of interest they may have.

4. Members of each Disciplinary Committee and each Appeal Committee shall be drawn from the Disciplinary Pool based on their availability, independence and professional and football background, to meet the needs of each specific case. The composition of any Disciplinary or Appeal Committee shall be a decision made by the Disciplinary Control Unit of the FAI.

5. Each committee shall consist of a panel of three persons:

    - one (1) member of the General Assembly, one (1) other football person and one (1) member of the legal profession;

    or

    - one (1) member of the legal profession and any combination of a member(s) of the General Assembly and/or a football person(s) (e.g. a Disciplinary Committee may consist of a member of the legal profession and two football persons or a member of the legal profession and two members of the General Assembly);

6. The Chairperson of each Committee shall be a person from the legal profession. A Chairperson may also be selected to act as a Chairperson of the Disciplinary Pool to advise the DRO on any matter pertaining to these Disciplinary Regulations or as otherwise required.

7. In order to facilitate the expeditious and consistent handling of disciplinary matters, the Chairperson may be selected from a panel of chairpersons who are not legally qualified persons.

REGULATION 41. HEARINGS

1. The committee hearings are deemed to be valid if the three selected members are in attendance or available pursuant to Regulation 40.4.

2. Hearings shall be arranged by the FAI Disciplinary Control Unit.

3. A Disciplinary Committee hearing shall take place every week to deal with match reports. Additional hearings of the Disciplinary Committee may be convened should the need arise.

4. If the circumstances so require, the secretariat may arrange for the deliberations and decision-making to be conducted via telephone conference, videoconference or any other similar method.

5. All hearings shall be conducted in accordance with any protocols and procedures that may be adopted from time to time by the Disciplinary Control Unit.

6. The DRO and/or Disciplinary Bodies may request the attendance of any persons at a hearing. Failure to comply with any reasonable request may result in disciplinary action if deemed appropriate in the circumstances.

REGULATION 42. MAJORITY

1. The Disciplinary and Appeals Committees shall decide by simple majority.

REGULATION 43. SECRETARIAT/DISCIPLINARY CONTROL UNIT

1. The Disciplinary Control Unit (DCU) of the FAI provides the disciplinary bodies with a secretariat.
2. The DCU designates the secretary for every hearing.
3. The secretary takes charge of the administrative work and minutes the hearing.
4. The decisions issued by the Disciplinary and Appeal Committee and a copy of the relevant files shall be kept by the DCU for at least five years.
5. All communication from the DCU shall be conducted through the Secretary of the relevant party only unless otherwise agreed by the DCU. All communications from a Player or an Official to the DCU must be sent by the Secretary of the Player's club unless the Player is no longer registered with a club.
6. The DCU may, at its discretion, rectify any error or omission contained within its correspondence and/or correspondence sent on behalf of a Disciplinary Body with the exception of the circumstance(s) provided for in Regulation 61 which is a matter for the relevant Disciplinary Body.

REGULATION 44. PUBLICATION OF DECISION

1. The decision issued in each case shall be provided to all parties to the procedure.
2. The DCU may decide to publish decisions on the FAI website or to issue press releases in relation to decisions.

REGULATION 45. INDEPENDENCE

1. The disciplinary bodies of the FAI issue their decisions entirely independently; in particular, they shall not receive instructions from any other body of the FAI in relation to decision making.
2. A member of another body of the FAI may stay during the disciplinary bodies' deliberations unless they have been explicitly requested to leave by the Legal Chair of the Disciplinary Committee.

REGULATION 46. INCOMPATIBILITY OF OFFICE

1. The members of the disciplinary bodies may not be an employee of the FAI or belong to the FAI

Board.

REGULATION 47. WITHDRAWAL

1. Members of the disciplinary bodies of the FAI shall decline to participate in any hearing concerning a matter where there are serious grounds for questioning their impartiality.

2. This applies in the following cases (among others):

    a) if the member in question has a direct or indirect interest in the outcome of the matter;
    b) if he/she is associated with any of the parties;
    c) if he/she has already dealt with the case under different circumstances.

3. Members against whom an objection might be raised shall notify the DCU and the Chairperson immediately. Each party may also raise an objection to a member. The DCU shall make a final decision in such a case.

REGULATION 48. CONFIDENTIALITY

1. The members of the disciplinary bodies shall ensure that disclosures made to them remain confidential to the disciplinary body and the relevant staff of the DCU involved in the case.

2. All proceedings and disclosures made in relation to a case remain confidential to the parties, the FAI, their representatives and/or persons or witnesses attending on their behalf. The privacy of the hearing and all matters pertaining to the proceedings shall be respected. This Regulation is subject to the exception in Regulation 44.

3. Only the contents of those decisions already notified to the parties may be made public.

REGULATION 49. EXEMPTION FROM LIABILITY

1. Members of the disciplinary bodies of FAI may not be held personally liable for any deeds or omissions relating to any disciplinary procedure.

REGULATION 50. INVESTIGATION

1. The DRO may investigate alleged violations of FAI Regulations and decisions which are not otherwise automatically dealt with by the Regulations or are subject to the jurisdiction of other bodies.

2. Such investigations are conducted by written and oral inquiries and by the examination of individuals if necessary. Expert opinion and/or reports from any department or any committee of the FAI may be sought and an inspection of documents or files may be necessary. The DRO may conduct any enquiry he/she deems necessary in order to fully investigate a case.

3. Any Participant, League, Club and/or Member, failing to reasonably co-operate with an investigation

of the DRO, may be referred to a Disciplinary Committee who may sanction accordingly.

4. The DRO may request the DCU to provide secretarial support in this regard.

5. On completing his investigation, the DRO shall decide if a charge for breach of a rule or regulation needs to be issued against anyone. In the event such a charge is brought, the case will be submitted for consideration at a Disciplinary Committee hearing.

6. A case may be reopened by the DRO if new evidence emerges, subject to the time limits set down in these Disciplinary Regulations.

REGULATION 51. DISCIPLINARY COMMITTEE PROCEDURE

A. *GENERAL REGULATIONS*

1. The Disciplinary Committee shall deal with disciplinary matters as follows:
   a) on the basis of match reports;
   b) if a complaint or protest is lodged;
   c) reported violations of FAI Regulations, codes, plans, policies, directives, decisions or guidelines;
   d) if, in the opinion of the DRO, the FAI Regulations have been breached.

2. In considering applicable sanctions for infringements, the Disciplinary Committee shall have regard amongst other relevant factors to:

   a) The applicable Law(s) of the Game and any relevant FIFA instructions and/or guidelines.
   b) The nature of the dismissal offence, and, in particular, any intent, recklessness, or negligence.
   c) Where applicable, the level of force used.
   d) Any injury to an opponent caused by the dismissal offence.
   e) Any other impact on the game in which the dismissal occurred.
   f) The prevalence of the type of offence in football generally.
   g) The wider interests of football in applying consistent punishment for dismissal offences.

3. Proceedings are initiated by way of request from the DRO to the Disciplinary Committee following any of the matters arising under (1) above.

4. Except where otherwise provided for, time limits referred to in these Disciplinary Regulations shall begin from the day after receipt of notification.

B. *PROCEDURE*

1. The DCU must inform all parties to the case of the venue, date and time of the hearing and all parties are entitled to attend the hearing.

2. Notification is not required in the case of cautions and expulsions

3. A Player shall not be afforded a personal hearing in respect of an individual caution

except in the case of mistaken identity.

4. Personal hearings shall not be permitted in respect of strict liability offences as set out in the Participation Agreement of the FAI National League.

5. A party shall not be prejudiced if they do not wish to attend a hearing unless they have specifically been requested to attend by the Disciplinary Body and fail to do so.

6. All parties involved in the hearing must confirm to the DCU in writing the name and the role within, or relationship to the party, of all persons who will be attending the hearing on their behalf, or at their request within time limits as stated in the notification. The Disciplinary Committee shall have discretion to permit the attendance of any persons not confirmed within the stated deadlines.

7. The Disciplinary Committee, once appointed, can issue directions to the parties in respect of the hearing prior to proceedings commencing.

8. All parties shall be notified by the DCU within three days by electronic mail of the decision of the Disciplinary Committee. In urgent matters the Chairperson may issue or direct the DCU to issue an oral decision in advance of the written notification.

9. A hearing can be postponed if the appointed Disciplinary Committee requires additional information prior to proceedings commencing or to allow technical or other issues to be addressed.

C. *REMIT*

1. The Disciplinary Committee shall consider all evidence that it deems relevant to the case.

2. Where the Disciplinary Committee concludes on the basis of the evidence that an alternative offence other than that charged has been committed, and where it is satisfied of the procedural fairness to the alleged offender of so doing, will have discretion to find that alternative offence proved and issue any sanction pursuant to these Disciplinary Regulations (and if required, UEFA's Disciplinary Regulations & FIFA's Disciplinary Regulations).

3. The Disciplinary Committee may adjourn or suspend proceedings for further deliberation or to seek further or additional evidence or expert advice or where it is otherwise considered necessary to do so, provided an adjournment does not unduly prejudice any party. Following an adjournment, the Disciplinary Committee must reconvene within ten days.

REGULATION 52. APPEAL COMMITTEE PROCEDURE

A. GENERAL REGULATIONS

1. An appeal may be lodged to the Appeal Committee against a decision of the Disciplinary Committee. Decisions of any Member, League or other FAI body, with the exception of Club Licensing bodies, the

2. Dispute Resolution Chamber and bodies ruling on Doping Offences, may also be appealed to the Appeal Committee subject to other applicable rules or regulations.

3. No appeal may be lodged in respect of the following:

a) a warning;
b) a reprimand;
c) a match caution; (unless in the case of mistaken identity)
d) a suspension; (unless in the case of mistaken identity and/or wrongful dismissal);
e) not seen incident
f) late start to matches
g) a sanction relating to a strict liability offence as set out in the Participation Agreement of the National League of Ireland;
h) a penalty or suspension imposed under Section 7.5 Regulation 8.3 (unless in the case of mistaken identity) and Section 7.5 Regulation 8.5 (unless in the case of mistaken identity);
i) minimum sanctions imposed in accordance with:

- Section 7.2 Regulation 1.1 (a)-(f) (unless in the case of mistaken identity and/or wrongful dismissal),
- Section 7.2 Regulation 1.2 (a)-(f) (unless in the case of mistaken identity),
- Section 7.2 Regulation 2.1 (a) (b) & (c) (unless in the case of mistaken identity)
- Section 7.3 Regulation 1.1 (a)-(f) (unless in the case of mistaken identity)
- Section 7.3 Regulation 2.1 (a) (b) & (c) (unless in the case of mistaken identity);

j) the appointment of Referees, Assistant Referees or Fourth Officials to matches;
k) the scheduling or rescheduling of fixtures and re-arranged matches;
l) any other matter where the Regulations preclude an appeal.

4. An appeal may be ruled out of order by the DRO and appeal fees shall be returned in such cases if:

a) it is a matter not open to appeal under these Regulations;
b) it is a decision adopted by the Board, the General Assembly, the Councils of Provincial Associations and National Bodies relating to football policy;
c) it is clear that such appeal was legitimately ruled "out of order" by a lower body.
d) if it is not filed correctly in accordance within the relevant provisions of Regulation 52

5. The Appeal Committee may also rule an appeal out of order and appeal fees shall be returned in such cases as outlined in Regulation 52.A.3.

6. No appeal can be lodged against the decision of the DRO and/or the Appeal Committee to rule an appeal out of order under Regulation 52.A.3 or Regulation 52.A.4 and such decision is final.

7. Clubs may appeal against decisions sanctioning their members and Participants, unless the person concerned submits a written objection to this. All appeals must be made by the Club Secretary unless permitted by the DRO in exceptional circumstances.

8. A suspension remains in place even if an appeal has been lodged with the appropriate disciplinary body. The suspension can only be lifted by a successful outcome of an appeal.

9. All parties in an appeal shall be notified by the DCU within three (3) days, by fax and/or electronic mail

and/or registered post, of the decision of the Appeals Committee. In urgent matters, the Chairperson may issue or direct the DCU to issue an oral decision in advance of written notification.

B. GENERAL APPEALS PROCEDURE

1. Appeals, other than those which must be lodged in accordance with Regulation 52.C, must be sent by registered post within four (4) days of the date on which the written notification of the decision being appealed against was received by the appellant. For the avoidance of doubt time limits begin from the day after receipt of the notification. Appeals must be addressed to the FAI Disciplinary Control Unit. In the event of a postal dispute or similar emergency, the appellant shall contact the DCU to ascertain what temporary alternative arrangements have been put in place by the DCU. The initial appeal documents must include a copy of the decision being appealed against, the Appeal Fee or proof of Inter Bank Transfer in accordance with Regulation 52.B.3 and must indicate the date upon which such decision was received by the appellant, and must confirm that a notification of the submission of appeal has been sent in accordance with Regulation 52.B.2, and that the Appeal Fee has been enclosed in accordance with Regulation 52.B.3.

2. A letter of notification of the submission of an appeal to the FAI shall be simultaneously sent by registered post to the body whose decision is the subject of the appeal, unless the decision being appealed against is a decision of the FAI Disciplinary Committee. The letter of notification shall identify the decision which is the subject of the appeal.

3. Appeals must be accompanied by a Bank Draft, Postal Order or proof of Inter Bank Transfer for the Appeal Fee of €500, made payable to the FAI. In cases where a party chooses to make payment through Inter Bank Transfer (payment reference 'DCU APP'), the DCU must be contacted to obtain the required banking details. This fee shall be refunded only if the appeal is successful.

4. Within two (2) days of sending the initial appeal documents, the appellant must submit to the DCU, by registered post and/or e-mail, proof of the time and date of posting or sending the initial appeal documents to the DCU and all additional documentation, submissions and/or evidence upon which it intends to rely at the Appeal Committee hearing. The DCU shall determine the relevant parties to the appeal and shall copy all parties with all documentation, submissions and/or evidence as soon as possible.

5. The body against whose decision the appeal is made must send to the DCU, by registered post and/or email, within three (3) days following receipt of notification of the appeal from the DCU, a true copy of the minutes of the meeting in which the decision being appealed against was made and any proof of notification or delivery of such decision to the appellant. Such body shall also send any requested documentation or other documentation relevant to the appeal, and all additional documentation, submissions and/or evidence upon which it intends to rely at the Appeal Committee hearing. Failure to comply with the correct procedure as outlined above may result in disciplinary action being taken. The DCU shall copy all parties with all documentation, submissions and/or evidence as soon as possible.

6. Any other party to the appeal must send to the DCU, by registered post and/or email, within three

(3) days following receipt of notification of the appeal from the DCU, any documentation, submissions and/or evidence upon which it intends to rely at the Appeal Committee hearing. The DCU shall copy all parties with all documentation, submissions and/or evidence as soon as possible.

7. Any documentation or submissions sent by email are only confirmed as being received once confirmation of receipt has been issued by the DCU by email. Confirmation of receipt is only an acknowledgement that the email has been received.

8. All appeal hearings shall commence within fifteen (15) days of receipt of the appeal by the DCU unless there are exceptional circumstances which require an extension of this time period. The DCU shall inform all parties to the appeal of the venue, date and time of the Appeal Committee hearing.

9. The Appeal Committee, once appointed, can issue directions to the parties in respect of the hearing prior to proceedings commencing.

10. All parties involved in the appeal must, at least three (3) days before the hearing, confirm in writing, by post, fax or email to the DCU the name and the role within, or relationship to the party, of all persons who will be attending the hearing on their behalf, or at their request. The Appeal Committee shall have discretion to permit the attendance of any persons not confirmed within the stated deadlines.

11. Any party involved in the appeal, which fails to attend an Appeal hearing if requested to do so by the Appeal Committee may be subject to disciplinary action.

12. In cases of urgency, the Appeal Committee, or if the Appeal Committee has not yet been appointed, the DCU, may amend the time limits and/or submission process indicated above, with the exception of the time limit to file an appeal, in order to facilitate an expedited appeals process.

C. *APPEALS PROCEDURE FOR THE FAI NATIONAL LEAGUE COMPETITIONS AND FAI SENIOR CUPS WITH THE EXCEPTION OF WRONGFUL DISMISSAL & MISTAKE IDENTITY*

1. Notification of the intention to appeal must be sent by email to the DCU by 1pm on the day after the written notification of the decision of the Disciplinary Committee being appealed against was emailed to the appellant.

2. All documentation or submissions which the Club intends to rely on at the Appeal hearing must be submitted via FAI Connect by 1pm on the day after notification of the intention to appeal was sent. The appeal fee of €500 must be paid by Bank Draft or Postal Order (made payable to the FAI) or by Inter Bank Transfer. Proof of time and date of payment will be required for the appeal to proceed. This fee shall be refunded if the appeal is successful or ruled out of order by the DRO and/or an Appeal Committee.

D. *WRONGFUL DISMISSAL & MISTAKE IDENTITY IN THE MEN'S PREMIER DIVISION, MEN'S FIRST DIVISION, WOMEN'S PREMIER DIVISION, FAI MEN'S SENIOR CUP & FAI WOMEN'S SENIOR CUP*

1. The Wrongful Dismissal and/or Mistaken Identity Timetable below sets out the process in respect of Players and/or Officials who have been dismissed from the field of play, but claim that the Match Official made an obvious error in dismissing the Player and/or Official.

2. An Appeal may only be made in relation to caution and an indirect red card received in a game for Mistaken Identity.

3. No appeal may be made for Wrongful Dismissal where two cautions have resulted in an expulsion.

4. An Appeal may only be made for a direct red card in the case of mistaken identity or wrongful dismissal.

5. The Appeal Committee may vary the suspension which is imposed in view of the facts and evidence of the case. The role of the Appeal Committee is not to usurp the Match Officials and the dismissal from the field of play will remain on the Club and the Player's record.

6. The time limits and other requirements set out in the Wrongful Dismissal and/or Mistaken Identity Timetable are to be strictly applied, and only valid appeals which adhere to the relevant deadlines will be considered. The Wrongful Dismissal and/or Mistaken Identity Timetable seeks to give effect to the principle that it is in the interest of the parties and of sporting integrity that matters falling within the scope of this Wrongful Dismissal and/or Mistaken Identity Timetable are concluded prior to the suspension being served.

7. Appeals for Wrongful Dismissal will be determined by the Appeal Committee on video and written evidence. Footage obtained via smart devices (such as mobile phones, tablets, etc.) will not be permissible.

8. Appeals for Mistaken Identity will be determined by the Appeal Committee on video and/or written evidence. Footage obtained via smart devices (such as mobile phones, tablets, etc.) will not be permissible.

9. In the case of appeals for Mistaken Identity, the written evidence must include a signed statement by the Player and/or Official reported by the Match Official that he/she was not responsible for the offence reported.

10. If an Appeal for Wrongful Dismissal is rejected and considered frivolous and/or an abuse of process, the Appeal Committee will have the discretion to issue a sanction against the Player and/or Club.

11. For the avoidance of doubt, none of the Match Officials nor the Club or Player are entitled to be present or represented in person at the Appeal's Committee hearing established for such purpose and no further appeal shall be permitted by the Club and/or any other party.

E. WRONGFUL DISMISSAL/MISTAKEN IDENTITY TIMETABLE IN THE MEN'S PREMIER DIVISION, MEN'S FIRST DIVISION, FAI SENIOR CUP, WOMEN'S PREMIER DIVISION & FAI WOMEN'S CUP

	Procedure
Appeal Submission for Wrongful Dismissal and/or Mistaken Identity	1pm on the next day (not working day) following the incident on FAI Connect
Wrongful Dismissal and/or Mistaken Identity Appeal Fee	€500 to be submitted via bank transfer by 1pm on the next day (not working) following the incident (proof of time and date of payment will be required for the appeal to proceed)
Evidence	1pm on the next day (not working) following the incident on FAI Connect
Appeal Committee	The decision will be issued at least 24 hours prior to the fixture in which the Player may be suspended.

F. MISTAKEN IDENTIY IN LEAGUE OF IRELAND ACADEMY DEVELOPMENT PROGRAMME & ALL COMPETITIONS UNDER THE AUSPICES OF THE FAI

1. In the case of a claim of alleged mistaken identity concerning a Player or Official sent off in a match, the Player concerned and his Club must, within twenty four (24) hours of receiving the Match Official's report and/or the invitation to comment, submit in writing to the Disciplinary Control Unit for appeals relating to the League of Ireland Academy Development Programme or to the relevant disciplinary body for all other competitions under the auspices of the FAI stating the particulars upon which the claim is founded including the identity of the person responsible. The particulars must also include a signed statement by the Player reported by the Match Official that he/she was not responsible for the offence reported.

2. If the Disciplinary Control Unit or the relevant disciplinary body is satisfied that the claim warrants further investigation, a Disciplinary Committee shall be convened to meet before any automatic penalty is due to take effect. If the Disciplinary Committee is satisfied that mistaken identity has been proved in a case, the record of the offence will be transferred to the appropriate offender, who shall be subject to disciplinary action, in accordance with the provisions of the current procedures. Video or independent authoritative evidence must be produced by person(s) seeking the appeal.

G. REMIT OF THE APPEAL COMMITTEE

1. The Appeal Committee shall re-hear the case in question as each hearing, before the Appeal Committee is a de novo hearing and shall consider all evidence that it deems relevant to the case.

2. Where the Appeal Committee concludes on the basis of the evidence that an alternative offence other than that charged has been committed, and where it is satisfied of the procedural fairness to the alleged offender of so doing, will have discretion to find that alternative offence proved and issue any sanction pursuant to these Disciplinary Regulations (and if required, UEFA's Disciplinary Regulations & FIFA's Disciplinary Regulations).

3. The Appeal Committee shall have the power to uphold or reject the appeal and/or to replace or vary the decision of the previous decision-making body or to rule the appeal out of order, provided the decision of the Appeal Committee is not in conflict with any of the rules or regulations of the FAI, which shall take precedence at all times. The Appeal Committee shall also have the power to send a case back to a previous decision-making body to be re-heard, where appropriate in exceptional circumstances.

4. The Appeal Committee may adjourn or suspend proceedings for further deliberation or to seek further or additional evidence or expert advice or where it is otherwise considered necessary to do so, provided an adjournment does not unduly prejudice any party. Following an adjournment, the Appeal Committee must reconvene within ten days unless there are exceptional circumstances which require an extension of this time period.

REGULATION 53. CONCLUSION TO THE APPEALS PROCEEDINGS

1. The Appeal Committee makes its decision, in principle, as a body of final instance.

2. Notwithstanding the above, Appeal Committee decisions may be appealed to an Arbitrator or, where the applicable regulations provide, to the CAS.

REGULATION 54. EVIDENCE/PROOF

1. Any type of proof may be produced unless it violates human dignity or does not serve to establish relevant facts.

2. The following are, in particular, admissible: reports from Match Officials, Match Delegates and referee observers, declarations from the parties and witnesses, material evidence, expert opinions and unedited audio or video recordings.

3. The disciplinary bodies will have absolute discretion regarding proof.

4. The disciplinary bodies shall hear all witness evidence it considers relevant to the case. It is a matter for the disciplinary bodies to deem if a witness is relevant to the case in hand. The disciplinary bodies may refuse to hear a witness or to take evidence that is not considered relevant or which would otherwise unnecessarily delay the proceedings.

5. The disciplinary bodies decide on the basis of the Regulations and the proof before them.

6. The disciplinary bodies may request a party or any other body to submit information or documentation. Such a request shall be complied with.

7. Facts contained in Match Officials' reports are presumed to be accurate.

8. Proof of the inaccuracy of the contents of Match Officials' reports may be submitted for consideration by the disciplinary bodies.

9. If there is any discrepancy in the reports from the various Match Officials and Match Delegates and there are no means of resolving the different versions of the facts, the Match Officials' report is considered authoritative regarding incidents that occurred on the field of play; the Match Delegate's report is considered authoritative regarding incidents that took place outside the field of play.

10. The disciplinary bodies may draw on principles and precedents already established by sports doctrine and jurisprudence.

REGULATION 55. DOCUMENTATION PROVIDED IN PROTESTS & DISCIPLINARY HEARINGS

1. Any party who is protesting or taking a case to an FAI Disciplinary Hearing, may request in writing, appropriate information from anybody necessary to substantiate their case. Any fee imposed to supply such requested information should not exceed €30 per individual request.

REGULATION 56. REPRESENTATION AND ASSISTANCE

1. The parties may arrange to be assisted by a third party.

2. Parties may be represented at a hearing by a third party, but should appear personally where requested to do so by the disciplinary body.

3. The parties are free to choose their own assistance and representation.

REGULATION 57. OBVIOUS ERRORS

1. A disciplinary body may, at its discretion, rectify any error or omission contained in its decision. Any request by a party for such a rectification must be submitted to the DCU within five (5) days of receipt of the decision in question.

REGULATION 58. COSTS AND EXPENSES

1. All parties shall bear their own costs.

REGULATION 59. NOTIFICATION OF DECISIONS

1. The DCU shall notify a copy of each decision to all parties to the procedure.

2. Decisions and other documents intended for Players or Officials may be addressed to the club, league, association or other body concerned.

3. Decisions shall be communicated by fax and/or electronic mail and/or by registered post. A fax or electronic delivery report or registered post receipt is sufficient evidence that a decision has been properly notified.

4. Notification by the DCU of cautions, accumulated points and expulsions shall be sent by fax and/or, electronic mail and/or registered post within two (2) days of the disciplinary hearing if a hearing has taken place.

5. Except where otherwise provided for, time limits referred to in these Regulations shall begin from the day after receipt of notification.

REGULATION 60. ENFORCEMENT OF DECISIONS

1. Decisions come into force as per the terms of the decision.

REGULATION 61. FORM AND CONTENTS OF THE DECISION

1. The decision may contain the following:
   a) the composition of the committee;
   b) the names of the parties;
   c) the terms of the decision, including the date of coming into force;
   d) notice of the channels for appeal;
   e) where appropriate a summary of the facts and reasons for the decision.

2. The original decision is signed by the members of the Disciplinary Body. The decision shall be forwarded to all parties by the Disciplinary Control Unit.

3. A Disciplinary Body may sign off on a decision electronically.

REGULATION 62. FAILURE TO RESPECT DECISIONS

1. It shall be an offence not to comply with a decision of the disciplinary bodies, and any party that fails to respect such a decision may be fined.

2. In addition to imposing a fine, the disciplinary bodies of the FAI may grant a final deadline in which the party must comply with the decision. If the party does not comply with the decision within the final deadline, the disciplinary bodies may impose a further sanction, including an additional fine, deduction

of points, relegation to a lower division, a transfer ban, or a ban on any football-related activity.

REGULATION 63. ARBITRATION PROCEDURE

A. *GENERAL REGULATIONS*

1. Certain decisions by an Appeal Committee or the Dispute Resolutions Chamber may be appealed to an Arbitrator by any party to the appeal procedure.

2. The grounds in which a party may appeal to Arbitration are the following:

    - The decision was reached outside of the jurisdiction of the disciplinary body that made the decision;
    - The decision reached was as a result of fraud, malice or bad faith;
    - The decision was reached as a result of procedural errors so great that the rights of the appellant have been clearly and substantially prejudiced;
    - The decision was reached as a result of a perverse interpretation of the Disciplinary Regulations; or
    - The decision was one which could not reasonably have been reached by an Appeal Committee which had applied its mind properly to the facts of the case.

3. Any other dispute between two (2) or more Members, Leagues or clubs of the FAI may be referred to Arbitration provided all parties agree to proceed to Arbitration and to be bound by the Arbitration decision. Disciplinary matters must proceed through the FAI Appeals process prior to proceeding to Arbitration.

4. In accordance with the FIFA Statutes and the UEFA Statutes, Members and Participants undertake not to refer football disputes to a Court of Law. No arbitration shall be commenced unless all rights of redress and/or appeal have been exhausted.

5. The General Assembly shall appoint a minimum panel of five (5) Arbitrators all of whom must have dispute resolution experience and none of whom shall be members of the General Assembly.

B. *PROCEDURE*

1. Any party referring a dispute to Arbitration arising out of a decision of the Appeal Committee must do so within ten (10) days of the notification of the Appeal Committee decision.

2. In exceptional circumstances, the Appeal Committee may reduce the time limits for referring a matter to Arbitration.

3. When seeking Arbitration, the requesting party must do so in writing by registered post to the DCU.
4. The request for Arbitration must include a summary of the facts, the arguments being relied upon, a copy of the decision being appealed against and a bank draft or money order for €3000, together with a separate bank draft or money order, of €2000 by way of surety in respect of costs. Both payments must be made payable to the FAI.

5. In cases where a party chooses to make a €5000 payment through Inter Bank Transfer (payment

reference ‘DCU ARB’) the DCU must be contacted to obtain the required banking details. Proof of payment must be included in the initial submission for Arbitration.

6. An exact copy of this request shall be sent to all other interested parties in the dispute by registered post.

7. The registered post receipt shall be proof of time and date of posting in all cases.

8. The Arbitrator shall be appointed from the panel as approved by the Board subject to availability, independence, professional and football background to meet the needs of each specific case.

9. A request for Arbitration may be ruled out of order by the DRO where it is not in accordance with the relevant Regulations.

10. If, for any reason, an Arbitrator becomes unable to act or refuses to act, a replacement shall be appointed in the same manner as the original appointment.

11. Prior to the hearing, the Arbitrator shall fix his own terms of reference and determine the issues to be heard, direct who the appropriate parties to the Arbitration are and who is entitled to be heard.

12. The Arbitrator may, at his discretion, invite all relevant parties to attend a preliminary hearing to deal with any preliminary issues.

13. The Arbitration hearing shall take place within fifteen (15) days of the appointment of the Arbitrator and a decision shall be issued within five days of the date of the hearing.

14. At the conclusion of the arbitration, the Arbitrator shall decide which party shall bear the arbitration costs, or in what proportion the arbitration costs shall be borne by the parties. All parties shall bear their own costs of Arbitration.

SECTION 8
Child Welfare and Safeguarding Policy

FAI CHILD WELFARE & SAFEGUARDING POLICY

2nd Edition
Published February 2019

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Glossary

Foreword

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Glossary

- **Affiliated Member** of the Association shall mean all National Bodies, Provincial Associations, leagues, clubs and AGM Members who have affiliated directly to the FAI or to their respective governing body.

- **Board** shall mean the Board of Management of the FAI.

- **Child Welfare and Safeguarding Committee** shall mean a Committee of the FAI

- **Children**, **Child or Young Person** shall mean a person under the age of 18 other than a person who is or has been married.

- **Children First Act (2015)** shall mean the Act for the purposes of making further and better provision for the care and protection of Children and for those purposes to require that preparation, by certain providers of services to Children, of Child Safeguarding Statements; to require certain persons to make reports to the Child and Family Agency in respect of Children in certain circumstances; to require certain persons to assist the Child and Family Agency in certain circumstances.

- **Children First: National Guidance for the Protection and Welfare of Children 2017** shall mean the guidance published by the Department of Children and Youth Affairs in 2017 which includes information on the statutory obligations for those individuals and Organisations under the Act. It also sets out the best practice procedures that should be in place for all Organisations providing services to Children.

- **Child Risk Assessment** shall mean a Risk Assessment which is carried out to identify whether a Child could be harmed whilst using the service.

- **Child Safeguarding Statement** shall mean a statement that outlines the policies and procedures which are in place to manage the risks that have been identified through the Risk Assessment.

  Clubs/League Children's Officer shall mean the person who the Child welfare day to day functions are delegated to. Their remit shall be a key component of the Safeguarding Statement and they shall be the Relevant Person for the Child Safeguarding Statement.

- **Code of Ethics and Good Practice for Children's Sport** shall mean the Code which was developed by the Irish Sports Council (Sport Ireland) and the Sports Council for Northern Ireland. The Code has been adopted and implemented by governing bodies of sports, clubs, local sports partnerships and community/voluntary groups.

- **Designated Liaison Person** shall mean the person who is responsible for ensuring that reporting procedures within the Club/League are followed so that Child welfare and protection concerns are referred promptly to Statutory Authorities and will also liaise

with outside agencies. Additionally, they will be a resource person to any employee or volunteer who has Child protection concerns.

- **Deputy Designated Liaison Person** shall mean the person who carries out the duties of the Designated Liaison Person when the Designated Liaison Person is unavailable.

- **Disciplinary Regulations Officer** shall mean the person who is charged with certain responsibilities as set out in the FAI Rule Book.

- **Harm** shall mean, as defined in the Children First Act 2015, in relation to a Child–
  (a) assault, ill-treatment or neglect of the Child in a manner that seriously affects, or is likely to seriously affect the Child's health, development or welfare, or,
  (b) sexual abuse of the Child.
  whether caused by a single act, omission or circumstance or a series or combination of acts, omissions or circumstances or otherwise."

- **Liaison Person** shall mean the registered person(s) with The National Vetting Bureau for the purposes of Garda Vetting on behalf of the Football Association of Ireland

- **Legal and Corporate Affairs Committee** is a Standing Committee of the FAI.

- **Mandated Persons** shall mean, as set out in the Children's First Act 2015, persons who have contact with Children and/or families and who, because of their qualifications, training and/or employment role, are in a key position to help protect Children from harm.

- **National Body** shall mean the Colleges Football Association of Ireland (CFAI), Defence Forces Football Association (DFFA), Football Association of Ireland Schools (FAIS), Football For All (FFA), Irish Soccer Referees Society (ISRS), Irish Universities Football Union (IUFU), Junior Council and Schoolboys Football Association of Ireland (SFAI).

- **Organisation** shall mean all National Bodies, Provincial Associations, Leagues and Clubs who have affiliated directly to the FAI and provide a service to Children.

- **Participants** shall mean a Player, Official, Manager, Match Official, Match Agent, Intermediary and all such persons who are from time to time participating in any activity sanctioned by The Association or by any Affiliated Member.

- **Provincial Associations** shall mean the Connaught Football Association (CFA), Leinster Football Association (LFA), Munster Football Association (MFA) and Ulster Football Association (UFA).

- **Relevant Person**- shall mean the person who is appointed as the Children's Officer within National Bodies, Provincial Associations, Leagues, Clubs, to be the first point of contact in respect of an Organisation's Child Safeguarding Statement.

- **Relevant Service**- shall mean Organisations that have statutory responsibilities under the Children First Act 2015, any work or activity which consists of the provision of educational, research, training, cultural, recreational, leisure, social or physical activities to Children.

- **Service Level Agreement-** Shall mean the agreement in place between the FAI and its Affiliate Members for the purpose of completing Garda vetting applications.

- **Stand Down Order** shall mean an order which is issued to any person who is the subject of a complaint or inquiry by a Statutory Authority in relation to any Child Welfare or Vulnerable Person concern. A Stand Down Order is issued to an individual to immediately refrain from particular activities within the FAI for a specified or indefinite period pending the outcome of an enquiry or investigation in accordance with FAI Rules.

- **Statutory Authorities** shall mean those state bodies which promote the welfare and protection of Children and Vulnerable Persons and have a legal responsibility for the investigation and/or validation of suspected abuse, and these include but are not limited to An Garda Síochána, the Health Service Executive and the Child and Family Agency (Tusla).

- **The Policy** shall mean this FAI Child Welfare and Safeguarding Policy.

- **Vulnerable Person** means a person, other than a Child, who—
  (a) is suffering from a disorder of the mind, whether as a result of mental illness or dementia,
  (b) has an intellectual disability,
  (c) is suffering from a physical impairment, whether as a result of injury, illness or age,
  (d) has a physical disability,
  Which is of such a nature or degree:
  i. As to restrict the capacity of the person to guard himself or herself against harm by another person, or
  ii. That results in the person requiring assistance with the activities of daily living including dressing, eating, walking, washing and bathing.

Please note- within the Policy where Child/ Children is referred to there may be occasions when it may also be applicable to Vulnerable Persons.

Foreword

The Football Association of Ireland is committed to ensuring that Children, Young Persons and Vulnerable Persons can participate in all football activities in a safe environment. Football provides an excellent opportunity to learn new skills, become more confident and maximise potential as members of teams and as individuals. Participation in football should be fun, enjoyable and provide a platform to learn and develop life skills, make new friends and enhance personal growth. The safety and welfare of all is paramount.

The Children First Act 2015 has provided a great statutory framework for all, supporting Children and Young People, ensuring that they are kept safe and their welfare maintained to a high standard whilst participating within the services we provide. Additionally, the Children First National Guidance for the Protection and Welfare of Children 2017, is a great guidance when introducing measures to fulfil the statutory obligations of the Children First Act 2015.

The FAI acknowledges that all our members and volunteers are playing their part in providing an enjoyable and safe environment in which Children and Vulnerable Persons can play, learn and thrive within football. We thank the countless number of participants, many of whom are volunteers, for their commitment, hard work and dedication which has contributed in no small way to making football one of the biggest participation sports in Ireland today, with over 450,000 participants. The work of Affiliated Members, particularly the Club/League Children's Officers and the Designated Liaison Persons, is of crucial importance to implementing this Policy and their endeavours need to be acknowledged and supported at all levels within the game. Their efforts are deeply appreciated and the full adoption and application of this Policy by everyone in football will help ensure the promotion of happy, healthy and successful experiences.

Football Association of Ireland Board

1. Policy Statement

1.2 Why do we need a Policy?

The FAI Child Welfare and Safeguarding Policy (the "Policy") aims to set out guidelines and procedures to assist those working with Children within the game and where appropriate those working with Vulnerable Persons. It is the responsibility of all adults involved in football to actively promote best practice standards whilst being ever vigilant and aware of their responsibilities. This policy has been formulated in line with the statutory requirements of the Children First Act 2015, the guidance from the Children First National Guidance of the Protection and Welfare of Children 2017 and the National Vetting Bureau (Children and Vulnerable Persons) Act 2012 to 2016 –

1.3 Who is the Policy aimed at?

The Policy is aimed at all those working and engaged in football activities in the Republic of Ireland.

The FAI is committed to following the principles and practice guidelines contained in the Policy by:

- Recognising that the safety, protection and welfare of Children and Vulnerable Persons is of paramount importance;
- Obliging all persons engaging with Children and Vulnerable Persons to be Garda vetted;
- Providing appropriate training and education in the area of Child welfare and safeguarding;
- Providing guidance and assistance to all who work with Children and Vulnerable Persons;
- Ensuring Clubs and Leagues appoint a Club/League Children's Officer and Designated Liaison Persons
- Appointing a Child Welfare and Safeguarding Manager in the FAI;
- Ensuring all Affiliated Members adhere to statutory obligations relating to Child welfare and safeguarding.
- Providing appropriate rules for the protection of Children and Vulnerable Persons within the FAI Rule Book;
- Appointing a Child Welfare and Safeguarding Committee responsible for overseeing the FAI's policy on child protection and its implementation;
- Providing a clear pathway for the investigation of complaints and appropriate disciplinary procedures;
- Providing codes of practice and templates for all members.

1.4 What is contained within the Policy?

In particular the Policy outlines;

- Children's First Act 2015 statutory obligations
- Child Welfare and Safeguarding roles within Clubs and Leagues
- the various types of abuse which can arise;
- the recommended reporting procedures;
- guidance on Garda Vetting
- guidance on confidentiality;
- principles of safe record keeping;
- safe recruitment and management practices;
- procedures for handling allegations and complaints relating to Children;
- the process for involving parents and Children;
- guidelines in respect of away/overnight trips;

1.5 Who approves the Policy?

The Policy is approved by the Board of the FAI. Proposals for additions and/or amendments are considered by the Child Welfare and Safeguarding Committee of the FAI on an ongoing basis. Once proposed amendments are approved by the Committee they are then put forward to the Board for final approval.

1.6 What are the underlying principles of the Policy?

The Policy follows the principles outlined in relevant guidelines and legislation provided by Statutory Authorities. The Policy is established on a number of core principles: - the needs of the Child or Vulnerable Person, integrity and respect, environment, equality, fair play, welfare and safety in football. These underlying principles underpin the Policy and outline our principles of good practice and Child protection and safeguarding policy and procedures.

(i) Safe Environment

The safety and welfare of Children and Vulnerable Persons is of paramount importance and they must feel safe in their surroundings. Unhealthy competitive demands should not be placed too early as this could result in excessive levels of pressure and as a consequence, high levels of dropout from the sport. Those working with Children and Vulnerable Persons should be suitable for their positions, i.e. all should be Garda vetted and should be aware of the principles of Children First Act (2015) and the requirements of the Policy. Administrators should ensure proper procedures are put in place to ensure our Children and Vulnerable Persons can participate in a safe manner and that concerns regarding their welfare are correctly and speedily handled.

(ii) The Needs of the Child and Vulnerable Person

A balanced approach to competition can make a significant contribution to the development of Children and Vulnerable Persons, while at the same time providing fun, enjoyment and satisfaction. Participants should put the welfare of the child first and competitive standards

second. A Child-centred/ person-centre approach will help to ensure that competition and specialisation are kept in their appropriate place.

(iii) Integrity and Respect

Adults interacting with Children and Vulnerable persons in football should do so with integrity and respect. All adult actions in football should be guided by what is in the best interests of the Child or Vulnerable Person and in the context of quality and open working relationships. Abuse of any kind is unacceptable within football.

(iv) Equality

All Children and Vulnerable Persons should be treated in an equitable and fair manner regardless of age, ability, gender, religious, social, or ethnic background or political persuasion. The provisions of equality legislation apply to all involved in football.

(v) Fair Play

Fair Play is the guiding principle of the Code of Ethics and Good Practice for Children's Sport. It states that "All Children's sport should be conducted in an atmosphere of fair play". Ireland has contributed and is committed to the European Code of Sports Ethics, which defines fair play as: "much more than playing within the rules. It incorporates the concepts of friendship, respect for others and always playing with the right spirit. Fair play is defined as a way of thinking, not just behaving".

2. Children First Act 2015: Statutory Obligations

Clubs and Leagues are defined in the Children First Act 2015 as providing Relevant Services and as such have specific statutory obligations under the Act.

The requirements include:

- Keep Children safe from Harm while they are using the service
- Carry out a Risk Assessment to identify whether a Child could be harmed whilst receiving your services
- Develop a Child Safeguarding Statement that outlines the policies and procedures which are in place to manage the risks that have been identified
- Appoint a Relevant Person to be the first point of contact in respect of the Organisation's Child Safeguarding Statement.

2.1 Risk Assessment

A Risk Assessment is an exercise where the Club/League examines all aspects of the service from a safeguarding perspective to establish whether there are any practices or features of the service that have the potentials to put Children at risk.

The Risk Assessment process is intended to enable the organisation to;

- Identify potential risks
- Develop policies and procedures to minimise risk by responding in a timely manner to potential risks
- Review whether adequate precautions have been taken to eliminate or reduce these risks

Further guidance and a sample of a Risk Assessment can be found within appendix 2 and 3 of this Policy.

2.2 Child Safeguarding Statement

This is a written statement that specifies the Relevant Service being provided and the principles and procedures to be observed in order to ensure, as far as practicable, that a Child availing of the service is safe from Harm.

(a) The statement must include both the written Risk Assessment and the procedures that are in place to;
    - Manage any risk identified
    - Investigate an allegation against any volunteer or staff member about any act, omission or circumstance in respect of a Child availing of the service
    - Select and recruit volunteers and staff who are suitable to work with Children

- Provide information and training to volunteers and staff on Child protection and safeguarding issues
- Enable volunteers or staff members, whether Mandated Persons or otherwise, to make a report to Tusla in accordance with the Act or any guidelines issued by the Minister for Children and Youth Affairs
- Maintain a list of persons in the Organisation who are Mandated Persons under the Act
- Appoint a Relevant Person in the Organisation for the purposes of the Act.

(b) The Child Safeguarding Statement should provide an overview of the measures that the Club/League has put in place to ensure that Children are protected from Harm

(c) It may also refer to more detailed policies which can be made available on request

(d) The Club/League must circulate the Child Safeguarding Statement to all volunteers and employees.

(e) The Club/League must also display the Child Safeguarding Statement publicly and make it available to parents and guardians, Tusla and members of the public upon request. This may be done by displaying it on the Club/League website.

(f) The Child Safeguarding Statement must be reviewed every two years, or sooner if there has been a material change in any of the issues to which it refers to.

A sample of a Child Safeguarding Statement can be found on the FAI website at https://www.fai.ie/domestic/safeguarding/documents.

A copy of The Football Association of Ireland's Child Safeguarding Statement can also be found on the FAI website at https://www.fai.ie/domestic/safeguarding/documents.

2.3 Appointing a Relevant Person

The Relevant Person for Clubs/ Leagues and other Affiliated Members will be under the roles and responsibilities of the Children's Officer. See section 3 of the policy Child Welfare and Safeguarding Roles.

2.4 Register of Non- compliance

There is a provision in the Children First Act 2015 for Tusla – Child and Family Agency to establish and maintain a register of non-compliance for service providers who fail to provide a copy of the Child Safeguarding Statement to Tusla when requested to do so.

Non-compliance could also lead to disciplinary action against a Club, League or other Affiliated Member as this would be a breach of Part B Rule 40.1 C) of the FAI Rules.

"It is mandatory that all Members and Participants shall comply with all legislation and guidelines issued by any Statutory Authority in respect of Child Protection, the protection of Vulnerable persons and the Welfare of both".

2.5 Mandated persons

The Children First Act 2015 places a legal obligation on certain people, many of whom are professionals, to report Child protection concerns at or above a defined threshold to Tusla - Child and Family Agency. These Mandated Persons must also assist Tusla, on request, in its assessment of Child protection concerns about Children who have been the subject of a mandated report.

Guidance with a full list of people who are classified as Mandated Persons under the Act can be found within Appendix 4 along with the Mandated Persons thresholds for reporting in Appendix 5.

Please note that individual must fulfil one of the roles detailed in Appendix 4 of this policy within the Organisation to be classified as a Mandated Person for that Organisation.

3. Child Welfare and Safeguarding Roles

All Clubs/Leagues and other Affiliated Members are required to have two key roles in place in order to fulfil the Child welfare and safeguarding roles and responsibilities within the Organisation. These two roles are Club/League Children's Officer and Designated Liaison Person.

3.1 Club/League Children's Officer

(a) The appointment of a Club/League Children's Officer is an essential element in the creation of a quality atmosphere in any club.

(b) They act as a resource to members with regard to Children's issues and also ensure that Children have a voice in the running of the club and can freely talk about their experiences.

(c) The Children's Officer should be a member of or have access to, the Club/League Management Committee.

(d) To undertake the role of Children's Officer, the individual **must** have completed the Safeguarding 1 and Safeguarding 2 courses. Please see the training section within section 11 for further details.

(e) The Club/League Children's Officer roles and responsibilities are;

- Be familiar with the FAI Child Welfare and Safeguarding policy, Complaints and Disciplinary procedures, Social Media Policy and any other relevant guidelines
- Implement Child centred policies and procedures within the football organisation
- Ensure safe recruitment procedures are in place
- Have completed the Risk Assessment and Child Safeguarding Statement
- Promotion of Child Safeguarding Statement and be the first point of call for it
- Host regular information meetings and get parental involvement
- Ensure that Club/League members are adequately trained and adhere to the Child Welfare and Safeguarding Policy
- Ensure that there are accurate and up to date records of coaches and volunteers training and Garda Vetting Clearance
- Monitor movement and drop out of players and volunteers.
- Handle any complaints received regarding poor practise.
- Make contact with League, Affiliate and National roles.
- In addition to the functions outlined above, all Affiliate League Children's Officers should ensure that all affiliated clubs with members under the age of eighteen have at least one Club Children's Officer appointed, that the clubs have completed a Risk Assessment and have a Child Safeguarding Statement in place. The League Children's Officer should also maintain a database with all of this information, along with training records of all the Club's Children's Officers which should be

forwarded to the Football Association of Ireland's Child Welfare and Safeguarding Manager on an annual basis.

Children's Officers do not have the responsibility of investigating or validating Child protection concerns within the Club/League and have no counselling or therapeutic role. This responsibility lies with the Gardaí, Tusla or the HSE.

3.2 Designated Liaison Person

(a) The Clubs, Leagues, Provisional Associations and other football bodies Designated Liaison Person shall be the Chairperson who will be responsible for dealing with any concerns about the protection of Children.

(b) The Designated Liaison Person is responsible for reporting allegations or suspicions of Child abuse to Tusla and/or An Garda Siochana,

(c) Support and advice is available from the Football Association of Ireland's Child Welfare and Safeguarding Manager, who is also the Mandated Person.

(d) To undertake the role of Designated Liaison Person, the individual **must** have completed the Safeguarding 1 and Safeguarding 3 course. Please see the training section within section 11 of the Policy for further details.

(e) Clubs, Leagues, Provisional Association and other football bodies should make the name and contact details of the Designated Liaison Person available to all staff and volunteers working within the Organisation. It may also be useful to appoint a Deputy Liaison Person who can fulfil the role when the Designated Liaison Person is not available.

(f) The Designated Liaison Person Roles and Responsibilities are;

- Have knowledge of the Code of Ethics, and statutory requirements
- Have a knowledge of categories and indicators of abuse
- Be familiar with and able to carry out reporting procedures using the correct forms, (see appendix 6 for forms).
- Communicate with parents and/or agencies as appropriate
- Assist with the ongoing development and implementation or Child protection training needs
- Liaise with the League Officers and FAI Child Welfare and Safeguarding Manager in relation to Child protection training needs.
- Be aware of local contacts and services in relation to Child protection, i.e. principal and duty social workers and their contacts.
- To inform duty social worker in Tusla – Child and Family agency and/ or An Garda Siochana of relevant concerns about individual Children, using the Reporting Form, keep a copy of this form and ensure acknowledgement of receipt of this form.

- Reporting poor practise to their relevant governing body having ensured that any concerns regarding Child protection issues have been reported to the relevant Statutory Authority.
- Advise Administrators on issues of confidentiality, record keeping and data protection.

Designated Liaison Persons do not have the responsibility of investigating or validating Child protection concerns within the Club/League and have no counselling or therapeutic role. This responsibility lies with the Gardaí, Tusla or the HSE.

4. Child Abuse

4.1 Reasonable grounds for concerns

Individuals should always inform Tusla when they have **reasonable grounds for concern** that a Child may have been, is being, or is at risk of being abused or neglected.

It is not necessary for the individual to prove that abuse has occurred to report a concern to Tusla. All that is required is that the individual have reasonable grounds for concerns. It is Tusla's role to assess concerns that are reported to it.

Reasonable grounds for a Child protection or welfare concern include:

- Evidence, for example of an injury or behaviour, that is consistent with abuse and is unlikely to have been caused in any other way
- Any concern about possible sexual abuse
- Consistent signs that a Child is suffering from emotional or physical neglect
- A Child saying or indicating by other means that he or she has been abused
- Admission or indication by an adult or a Child of an alleged abuse they committed
- An account from a person who saw the Child being abused

4.2 What is Child Abuse

Child Abuse can be categorised into four main types: **neglect, emotional abuse, physical abuse and sexual abuse**. Other forms of abuse include **bullying**. A Child may be subjected to one or more forms of abuse at any given time. Abuse and neglect can occur within the family, in the community or in an institutional setting.
The abuser may be someone known to the Child or a stranger, and can be an adult or another Child. In a situation where abuse is alleged to have been carried out by another Child, you should consider it a Child welfare and protection issue for both Children and you should follow Child protection procedures for both the victim and the alleged abuser.

The important factor in deciding whether the behaviour constitutes abuse or neglect is the impact of that behaviour on the Child rather than the intention of the parent/carer/alleged abuser.

The definitions of neglect and abuse presented in this section are not legal definitions nor are they exhaustive. They are intended to describe ways in which a child might experience abuse and how this abuse may be recognised.

4.3 Neglect

(a) Neglect is generally defined in terms of an omission of care, where a Child's health, development or welfare is impaired by being deprived of food, clothing, warmth, hygiene, medical care, intellectual stimulation, supervision and safety.

(b) The following are features of Child Neglect:

- Children being left alone without adequate care and supervision
- Malnourishment, lacking food, unsuitable food or erratic feeding
- Inadequate living conditions – unhygienic conditions, environmental issues, including lack of adequate heating and furniture
- Lack of protection and exposure to danger, including moral danger, or lack of supervision appropriate to the Child's age
- Non-organic failure to thrive, i.e. a child not gaining weight due not only to malnutrition but also emotional deprivation
- Failure to provide adequate care for the Child's medical and developmental needs, including intellectual stimulation

(c) A reasonable concern for the Child's welfare would exist when neglect becomes typical of the relationship between the Child and the parent or carer. This may become apparent where you see the Child over a period of time, or the effects of neglect may be obvious based on having seen the Child once.

4.4 Emotional Abuse

(a) Emotional abuse is the systematic emotional or psychological ill-treatment of a Child as part of the overall relationship between a caregiver and a Child. Abuse occurs when a Child's basic need for attention, affection, approval, consistency and security are not met, due to incapacity or indifference from their parent or caregiver.

(b) Emotional abuse may be seen in some of the following ways:

- Rejection
- Lack of comfort and love
- Lack of attachment
- Lack of proper stimulation (e.g. fun and play)
- Lack of continuity of care (e.g. frequent moves, particularly unplanned)
- Persistent criticism, sarcasm, hostility or blaming of the Child
- Bullying
- Conditional parenting in which care or affection of a Child depends on his or her behaviours or actions
- Extreme overprotectiveness
- Inappropriate non-physical punishment (e.g. locking Child in bedroom)
- Seriously inappropriate expectations of a Child relative to his/her age and stage of development

(c) There may be no physical signs of emotional abuse unless it occurs with another type of abuse. A Child may show signs of emotional abuse through their actions or emotions in several ways. These include insecure attachment, unhappiness, low self-esteem, educational and developmental underachievement, risk taking and aggressive behaviour.

(d) A reasonable concern for the Child's welfare would exist when the behaviour becomes typical of the relationship between the Child and the parent or carer.

4.5 Physical Abuse

(a) Physical Abuse is when someone deliberately hurts a Child physically, or puts them at risk of being physically hurt. It may occur as a single incident or as a pattern of incidents

(b) Physical abuse can include the following:

- Beating, slapping, hitting or kicking
- Pushing, shaking or throwing
- Pinching, biting, choking or hair-pulling
- Use of excessive force in handling
- Suffocation
- Physical punishment
- Fabricated/induced illness
- Female genital mutilation
- Deliberate poisoning

(c) The Children First Act 2015 includes a provision that abolishes the common law defence of reasonable chastisement in court proceedings. This defence could previously be invoked by a parent or other person in authority who physically disciplined a Child. The change in the legislation now means that in prosecutions relating to assault or physical cruelty, a person who administers such punishment to a Child cannot rely on the defence of reasonable chastisement in the legal proceedings. The result of this is that the protections in law relating to assault now apply to a Child in the same way as they do to an adult.

A reasonable concern exists where the Child's health and/or development is, may be, or has been damaged as a result of suspected physical abuse.

4.6 Sexual Abuse

(a) Sexual abuse occurs when a Child is used by another person for his or her gratification or sexual arousal or for that of others. It includes the Child being involved in sexual acts (masturbation, fondling, oral or penetrative sex) or exposing the Child to sexual activity directly or through pornography

(b) Child sexual abuse may cover a wide spectrum of abusive activities. It rarely involves just a single incident and in some instances, occurs over a number of years. Child sexual abuse most commonly happens within the family, including older siblings and extended family members.

(c) It should be remembered that sexual activity involving a Young Person may be sexual abuse even if the Young Person concerned does not themselves recognise it as abusive.

(d) Examples of child sexual abuse include the following:

- Any sexual act intentionally performed in the presence of a Child
- An invitation to sexual touching or intentional touching or molesting of a Child's body whether by a person or object for the purpose of sexual arousal or gratification
- Masturbation in the presence of a Child or the involvement of a Child in an act of masturbation
- Sexual intercourse with a Child, whether oral, vaginal or anal
- Sexual exploitation of a Child, which includes:
    - Inviting, inducing or coercing a Child to engage in prostitution or the production of Child pornography [for example, exhibition, modelling or posing for the purpose of sexual arousal, gratification or sexual act, including its recording (on film, videotape or other media) or the manipulation, for those purposes, of an image by computer or other means]
    - Inviting, coercing or inducing a Child to participate in, or to observe, any sexual, indecent or obscene act
    - Showing sexually explicit material to children, which is often a feature of the 'grooming' process by perpetrators of abuse
- Exposing a Child to inappropriate or abusive material through information and communication technology
- Consensual sexual activity involving an adult and an underage person

(e) An Garda Síochána will deal with any criminal aspects of a sexual abuse case under the relevant criminal justice legislation. The prosecution of a sexual offence against a Child will be considered within the wider objective of Child welfare and protection. The safety of the Child is paramount and at no stage should a Child's safety be compromised because of concern for the integrity of a criminal investigation.

(f) In relation to Child sexual abuse, it should be noted that in criminal law the age of consent to sexual intercourse is 17 years for both boys and girls. Any sexual relationship where one or both parties are under the age of 17 is illegal. However, it may not necessarily be regarded as Child sexual abuse. Details on exemptions for **mandated reporting** of certain cases of underage consensual sexual activity can be found in appendix 5 under reporting for Mandated Persons.

4.7 Other forms of 'Abuse'

(a) Bullying

- Bullying can be defined as repeated aggression – whether it is verbal, psychological or physical – that is conducted by an individual or group against others. It is behaviour that is intentionally aggravating and intimidating, and occurs mainly among Children in social environments such as schools. It includes behaviours such as physical aggression, cyberbullying, damage to property, intimidation, isolation/exclusion, name calling, malicious gossip and extortion. Bullying can also take the form of abuse based on gender identity, sexual preference, race, ethnicity and religious factors. With developments in modern technology, Children can also be the victims of non-contact bullying, via mobile phones, the internet and other personal devices.

- While bullying can happen to any Child, some may be more vulnerable. These include: Children with disabilities or special educational needs; those from ethnic minority and migrant groups; from the Traveller community; lesbian, gay, bisexual or transgender (LGBT) Children and those perceived to be LGBT; and Children of minority religious faiths.

- There can be an increased vulnerability to bullying among Children with special educational needs. This is particularly so among those who do not understand social cues and/or have difficulty communicating. Some Children with complex needs may lack understanding of social situations and therefore trust everyone implicitly. Such Children may be more vulnerable because they do not have the same social skills or capacity as others to recognise and defend themselves against bullying behaviour.

- **In cases of serious instances of bullying where the behaviour is regarded as possibly abusive, you may need to make a referral to Tusla and/or An Garda Síochána.**

(b) Cyber, text and social media bullying

- Cyber bullying can involve unwanted text messages, phone calls, video chats/ recordings or web posts being used to threaten abuse or harm someone. It is similar to physical or verbal bullying, but it uses technology instead. Cyber bullying, like all bullying, is difficult for the victim. It can be hard to prove and difficult to get the courage to report it. Text bullying or harassment can be texts that frighten, insult, threaten or make the recipient feel uncomfortable. Email, social networks like Facebook/Twitter and phone calls can be used to harass in the same way.

- The FAI Social Media Policy 2018 provides guidance on the appropriate use of social media. A copy of The FAI Social Media Policy can be found within Appendix 11.

(c) Safeguarding Vulnerable Persons

- All adults have the right to be safe and to live a life free from abuse. All persons are entitled to this right, regardless of their circumstances. It is the responsibility of all service providers, statutory and non-statutory, to ensure that, all adults using the services provided are treated with respect and dignity, have their welfare promoted and receive support in an environment in which every effort is made to promote welfare and to prevent abuse.

- Vulnerable Persons may need extra support when accessing clubs. Please see the FAI Support Guidance for Children with Additional Needs and Vulnerable Persons 2018, for help and advice which can be found within Appendix 12.

4.8 Vulnerable Children

(a) Certain Children are more vulnerable to abuse than others. Such Children include those with disabilities, homeless Children and those who, for one reason or another, are separated from their parents or other family members and who depend on others for their care and protection. The same categories of abuse - neglect, emotional abuse, physical abuse and sexual abuse - are applicable, but may take a slightly different form. For example, abuse may take the form of deprivation of basic rights, harsh disciplinary regimes or the inappropriate use of medications or physical restraints.

(b) It is important to remember that the presence of any of these factors does not necessarily mean that a Child in those circumstances or settings is being abused.

(c) Vulnerable Children and Children with additional needs may need extra support when accessing our services within the Organisation please see the FAI Support Guidance for Children with Additional Needs and Vulnerable Persons 2018, for help and advice which can be found within Appendix 12.

4.9 Recognising Child Abuse

Child abuse can often be difficult to identify and may be present in many forms, therefore it is necessary to follow some general guidelines.

(a) There are commonly three stages in the identification of child abuse:

- Considering the possibility;
- Looking out for signs of abuse;
- Recording of information.

(b) Stage 1: Considering the possibility

The possibility of Child abuse should be considered if a Child appears to have suffered a suspicious injury for which no reasonable explanation can be offered. It should also be considered if the Child seems distressed without obvious reason or displays persistent or new behavioural problems. The possibility of Child abuse should also be considered if the Child displays unusual or fearful responses to parents/carers.

(c) Stage 2: Looking out for signs of abuse

Signs of abuse can be physical, behavioural or developmental. They can exist in the relationships between Children and parents/carers or between Children and other family members/other persons. A cluster or pattern of signs is likely to be more indicative of abuse. Children who are being abused may hint that they are being harmed and sometimes make direct disclosures. Disclosures should be believed.

Some signs are more indicative of abuse than others. These include:

- Disclosure of abuse and neglect by a Child or Young Person;
- Age-inappropriate or abnormal sexual play, language or knowledge;
- Specific injuries or patterns of injuries;
- Absconding from home or a care situation;
- Self-harm;
- Attempted suicide;
- Underage pregnancy or sexually transmitted disease;
- Signs in one or more categories at the same time may together indicate a pattern of abuse.

Most signs of abuse are non-specific and must be considered in the Child's social and family context with the aid of professionals. Football clubs are often the places where appropriate trusting relationships with adults outside the family or formal education sector are developed. However, it can also provide opportunities for adults to target and groom a Child or Young Person through their role as a volunteer or paid employee. Grooming can be seen as the process by which an individual manipulates those around them – particularly, but not exclusively, the Child – to provide opportunities to abuse and reduce the likelihood of being reported or discovered.

(d) Stage 3: Recording and reporting of information

If abuse is suspected, it is important to establish the grounds for concern by obtaining as much detailed information as possible. Observations should be accurately recorded and should include dates, times, names, locations, context and any other information that may be relevant. **Please refer to section 5- reporting procedures of the Policy for more information.**

(e) Points to remember;

- The severity of a sign does not necessarily equate with the severity of the abuse. Severe and potentially fatal injuries are not always visible. Emotional and/or psychological abuse tends to be cumulative and effects may only be observable in the longer term.

- Neglect is as potentially fatal as physical abuse. It can cause delayed physical, psychological and emotional development, chronic ill-health and significant long-term damage. It may also precede, or co-exist with other forms of abuse and must be acted upon.

- Child abuse is not restricted to any socio-economic group, gender or culture. All signs must be considered in the wider social and family context.

- Challenging behaviour by a Child should not render them liable to abuse. Children in certain circumstances may present management problems. This should not leave them vulnerable to harsh disciplinary measures or neglect of care. Please refer to the FAI Support Guidance for Children with Additional Needs and Vulnerable persons 2018, for help and advice with how to deal with Challenging behaviour which can be found within Appendix 12.

- It is sometimes difficult to distinguish between indicators of Child abuse and other adversities suffered by Children and families. The advice of professionals should always be sought.

4.10 Distinguishing between 'Child abuse' and 'Poor Practice'

(a) Concerns identified as child abuse will fall within the following categories:

- Physical Abuse
- Neglect
- Sexual Abuse
- Emotional Abuse
- Bullying

(b) Incidents of poor practice occur when the needs of Children and Vulnerable Persons are not afforded the necessary priority, so their welfare is compromised. Examples of poor practice are likely to be once off incidents and these might include but are not limited to:

i. Coach

- Giving preferential treatment to individuals and unfairly rejecting others (e.g. singling out and only focusing on the talented children and failing to involve the full squad).
- Giving preference to winning games over Children's development, participation and satisfaction.
- Encouraging Children to play while injured.

- Using inappropriate language, gestures or comments to motivate Children or provoke a reaction.
- Using inappropriate language, gestures or comments with other coaches or parents
- Delivering a coaching session alone, without another responsible adult present.
- Coaching alone when their own child is part of the team.
- Entering the field of play as a coach/manager when their own child is involved in an on-field incident.

ii. Parent/Guardian

- Placing too much pressure on their Child to perform to a high standard and win games.
- Criticising their Child's performances instead of highlighting the positives of their game and where improvements were made.
- Failing to ensure that their Child is appropriately dressed for weather conditions.
- Making derogatory comments about their Child, or another Child during a game or training session.
- Failing to bring their Child to training on time, or collect them promptly at the end of the session.

iii. Supporters

- Using inappropriate language towards Children, coaches, referees or other supporters.
- Making inappropriate comments about the performance of Children, coaches or referees.
- Entering the field of play during a match or training session without being asked to do so.

iv. The Club

- Failing to implement FAI Rules on the protection and welfare of Children and Vulnerable Persons, the FAI Child Welfare and Safeguarding Policy and other supporting documents.
- Placing undue pressure on a coach or team of Children to win games or competitions.
- Allowing poor practice to go unreported (e.g. a coach who ridicules and criticises Children who make a mistake during training or a match).
- Failing to create an environment that encourages player development and enjoyment over winning games and trophies.
- Failing to provide appropriate safeguarding education for their coaches and members.
- Not having procedures in place to ensure a parent does not coach their child's team alone and to ensure that they do not enter the field of play as the coach or manager when their own child is involved in an on-field incident.

v. General

- Shouting at or ridiculing Children when they make a mistake. Children should be given the opportunity to learn from their mistakes and develop.
- When insufficient care is taken to avoid injuries (e.g. by excessive training or inappropriate training for the age, maturity, experience and ability of players).
- Allowing Children to use inappropriate language unchallenged.
- Placing Children, Young People or Vulnerable Persons in potentially compromising and uncomfortable situations with adults (e.g. changing in a 1:1 situation with a coach).
- Ignoring health and safety guidelines (e.g. allowing Children or Vulnerable Persons to set up goal posts unsupervised by adults).
- Failing to adhere to the Club's codes of practice.

4.11 Points to remember;

- Judgement about whether an incident is one of Child abuse or poor practice may not be possible at the point of referral, but only after the collation of relevant information.
- The majority of poor practice concerns should be dealt with directly by the Club in the first instance. Further support and guidance should be sought from the League, the National Body/Provincial Association and then the FAI where appropriate. Please following the FAI Concern/Complaint procedure which can be found in Appendix 9 of this policy and within the FAI Concern/Complain policy 2018 which can be found in Appendix 10 of the Policy.
- Please refer to the FAI Concern Complaint Policy 2018, Section 3 for guidance on how to deal with an example of Poor Practice.
- In some cases, poor practice may amount to Child abuse, e.g. where the actions of a coach/manager put a Child at unacceptable risk of injury and accordingly must be reported to the Statutory Authorities.
- All Child abuse investigations will be dealt with by the Statutory Authorities with the support of the FAI.
- The role of the FAI is to also report any allegations of abuse to the Statutory Authorities. Any action taken by the FAI will not interfere with or impede any statutory investigation.
- The FAI Player Development Plan offers a workshop for Clubs and League who would like to highlight poor practices to coaches and parents. Please see the FAI website for information on the Coach/Parent Education Workshop at www.fai.ie/domestic/player-development-plan/parent-education.

5. Reporting procedures

The FAI shall treat all concerns reported under the Policy in a serious manner and in line with the following principles.

5.1 Members of the FAI who have reasonable grounds for concerns that a Child or Vulnerable Person may have been, is being, or is at risk or being abused or neglected are advised, to immediately inform the relevant Designated Liaison Person of their Affiliated Member body. If this is not possible the FAI Child Welfare and Safeguarding Manager should be informed. The priority in all cases is the safety and wellbeing of the Child. The Statutory Authorities should also be advised where appropriate and all necessary steps taken to protect the Child.

5.2 The Designated Liaison Person should record all concerns or allegations brought to his or her attention.

5.3 If, as a Designated Liaison Person, you decided not to report a concern to Tusla, the following steps should be taken;

- The reasons for not reporting should be recorded
- Any actions taken as a result of the concern should be recorded
- The employee or volunteer who raised the concern should be given a clear written explanation of the reasons why the concern is not being reported to Tusla
- The employee or volunteer should be advised that if they remain concerned about the situation, they are free to make a report to Tusla or An Garda Siochana.

5.4 If there are concerns about a Child but the Designated Liaison Person is unsure if it should be reported to Tusla, it may be useful to contact Tusla to informally discuss the concern. This provides an opportunity to discuss the query in general and to decide whether a formal report of the concern to Tusla is appropriate at this stage

5.5 Employees or others engaged by the FAI who are advised, suspect or are concerned that a Child may be at risk of abuse are obliged to immediately inform the FAI Child Welfare and Safeguarding Manager. The priority in all cases is the safety and wellbeing of the child. The Statutory Authorities should also be advised and all necessary steps taken to protect the Child.

5.6 In the event of an emergency where a Child is believed to be in immediate danger and Tusla cannot be contacted then the Gardaí should be contacted.

5.7 In cases where there is deemed to be a serious risk to Children the Designated Liaison Person may issue a temporary Stand Down Order in line with the Policy.

5.8 Reports can be made to Tusla in person, by telephone or in writing - including by email- to the local duty service in the area where the Child lives. Detail can be found on the Tusla website (www.tusla.ie)

5.9 To help Tusla staff assess the reasonable concern, they need all relevant information. Observations should be accurately recorded and should include dates, times, names, locations, context and any other information that may be relevant. **It is not the role of the Designated Liaison Person to investigate the circumstances of an allegation of abuse prior to informing the Statutory Authorities.** It should be ensured that all relevant information is recorded and provided to the Statutory Authorities. The reporting form can be found in Appendix 6 of the Policy.

5.10 Parents/carers of a Child who is a suspected victim of abuse should be advised that a report is being made unless doing so is likely to endanger the Child.

5.11 Reports received anonymously should be taken seriously and relevant enquiries made to establish if there is any substance to the complaint. The welfare of the Child is a priority in all cases.

5.12 Children who are being abused may hint that they are being Harmed and sometimes make disclosures. Disclosures should always be believed and reported to the relevant Designated Liaison Person without delay.

5.13 Any request to keep information anonymous cannot be guaranteed.

5.14 Missing Children

If a Child is believed to be missing, efforts should be made to first establish the Child's whereabouts by contacting the parents/carers. If the Child's location cannot be established and/or the parents/carers are not available and reasonable efforts have been made to contact them the matter should be reported to the Gardaí urgently**.**

5.15 Protection from civil liability for persons reporting concerns of child abuse in good faith :

a) Section 16 (3) of the Children First Act, 2015: If a Mandated Person furnishes any information (including a report), document or thing to the Agency pursuant to a request made under subsection (1), the furnishing of that information, document or thing **shall not give rise to any civil liability** in contract, tort or otherwise and nor shall the information, document or thing be admissible as evidence against that person in any civil or criminal proceedings.

b) Section 3 Protections for Persons Reporting Child Abuse Act 1998 :Legislation makes provision for the protection from civil liability of persons who have communicated Child abuse 'reasonably and in good faith' to designated officers of Tusla or to any member of An Garda Síochána. This protection applies to Organisations as well as to individuals. This means that even if a communicated suspicion of Child abuse proves unfounded, a plaintiff who took an action would

have to prove that the person who communicated the concern had not acted reasonably and in good faith in making the report.

5.16 How Reports shall be managed

(a) Once a report is received it shall be reviewed by the relevant Designated Liaison Person. The Designated Liaison Person shall determine if an enquiry is required and the nature and extent of enquiries and/or reports to be made to the relevant Authorities following the above information.

(b) If the report is not reported to the relevant Authorities but the Designated Liaison Person feels a breach of this Policy has occurred then the matter may be delegated to the Club Children's Officer in line with the Concerns\Complaint Policy 2018.

(c) Any enquiry is not to proceed if a Statutory Investigation is under way. Once any Statutory Investigation is completed then the Designated Liaison Person shall follow the above step.

(d) It is a matter for the Designated Liaison Person and Children's Officer to determine if a report falls under the remit of the Policy.

(e) Any report made directly to the FAI Child Welfare and Safeguarding Manager shall be assessed and if deemed more appropriate it shall be remitted to the Designated Club Children's Officer of the Affiliated Member for consideration as per FAI Concern \ Complaint Policy 2018.

(f) If a report is made to the FAI Child Welfare and Safeguarding Manager and it meets the thresholds for abuse for a Mandated Person to report, as a Mandated Person, the FAI Child Welfare and Safeguarding Manager will complete a Mandated report and submit it to Tusla. Please see appendix 5 for further information on Mandated reporting.

5.17 False/Malicious Allegations

False or malicious allegations are deemed to be a serious breach of the Policy and the FAI Rules. This may result in disciplinary action been taken and may constitute an offence under relevant legislation.

6. The FAI Child Welfare and Safeguarding Committee

The Policy shall be monitored by the FAI Child Welfare and Safeguarding Committee (the Child Welfare and Safeguarding Committee). The Child Welfare and Safeguarding Committee is constituted in accordance with FAI Rules and shall conduct itself in accordance with the provisions of the Policy, FAI Rules and any relevant guidelines or legislation. The Committee has the following general remit:

6.1 To monitor and oversee compliance with the Policy, FAI Protection and Welfare of Children (Person's under the age of 18) and Vulnerable Persons Rules (Part B, Rule 40 of FAI Rules), statutory provisions, legislation and all regulations, codes, policies and guidelines in respect of Child protection and welfare.

6.2 To consider matters referred to it by the FAI Child Welfare and Safeguarding Manager in accordance with the Policy.

6.3 To review decisions made by the FAI regarding vetting disclosures in accordance with the Policy.

6.4 To review all Stand Down Orders issued by FAI Child Welfare and Safeguarding Manager and Affiliated Members, pertaining to Child Welfare and Safeguarding.

6.5 To issue automatic bans where necessary.

6.6 To take all appropriate action in relation to breaches of the Policy, FAI Protection and Welfare of Children (Person's under the age of 18) and Vulnerable Persons Rules, statutory provisions, legislation and any regulations, codes, policies and guidelines in respect of Child protection, welfare and safeguarding.

6.7 Advise the Statutory Authorities of any concerns pertaining to Child protection and welfare

6.8 To report concerns pertaining to Child protection and welfare regarding any FAI employee or independent contractor to the FAI Human Resources Department.

6.9 To prepare reports for the Board and for the Legal and Corporate Affairs Committee on its activities.

6.10 To consider complaints regarding the Policy or practices and to make recommendations to the Board.

6.11 To partake where necessary in disciplinary investigations and hearings instigated by the Disciplinary Regulations Officer (the "DRO") in accordance with FAI Rules.

6.12 To work closely with the FAI Child Welfare and Safeguarding Manager.

6.13 To consider such other matters as it and/or the Board consider appropriate to fulfil its aims as the Child Welfare and Safeguarding Committee.

7. Stand Down Orders

7.1 The Stand Down Order may be issued to an individual directly by the FAI itself or by an Affiliated Member. A Stand Down Order is an order made for the immediate protection and safeguarding of Children and Vulnerable Persons and is not a determination of wrongdoing by any individual. Stand Down Orders may be issued in a number of circumstances including but not limited to the following:

(a) Any person who is the subject of a complaint or inquiry by a Statutory Authority in relation to any Child welfare or Vulnerable Person concern shall be issued with a Stand Down Order from all football activities. This order shall be issued by the Child Welfare and Safeguarding Manager of the FAI or the Designated Liaison Person of any Affiliated Member, pending the outcome of any inquiry and any subsequent internal disciplinary proceedings. Terms of a Stand Down Order must be complied with.

(b) Affiliated Members shall immediately notify the FAI of any Stand Down Order issued.

(c) The FAI may also issue a Stand Down Order in circumstances where concerns are raised with the FAI outside of a Statutory Authority investigation. An Affiliated Member may also issue a Stand Down Order in these circumstances, however the issuance of such order must be notified to the FAI Child Welfare and Safeguarding Manager immediately as per clause 7.3.

(d) Stand Down Orders shall be issued, managed and lifted in accordance with FAI Child Welfare and Safeguarding Policy.

(e) Any person wishing to continue to engage within football who is the subject of a vetting disclosure, which in the opinion of the Child Welfare and Safeguarding Committee or the FAI Child Welfare and Safeguarding Manager deems them unsuitable to work with Children or Vulnerable Persons, shall be issued with an immediate Stand Down Order.

(f) Where it is determined that urgent action is required for any reason an immediate Stand Down Order shall be issued by the FAI Child Welfare and Safeguarding Manager or by an Affiliate Member. A written explanation as to why such order was issued must be included when notifying the FAI Child Welfare and Safeguarding Manager in line with clause 7.3 below.

7.2 In the case of a Stand Down Order issued, the FAI Child Welfare and Safeguarding Manager shall inform the individual of the issuance of a Stand Down Order. The FAI Child Welfare and Safeguarding Manager shall also inform all persons/bodies who are engaging/employing the individual within the game including but not limited to the person's Club, the League to which the Club belongs and any other party deemed necessary to protect Children or Vulnerable Persons. Failure of any person or body to comply with the terms of such an order once notified shall be a disciplinary matter and subject to further sanction.

7.3 Where a Stand Down Order has been issued directly by an Affiliated Member, that member must immediately inform the FAI Child Welfare and Safeguarding Manager to determine if such a stand down should be applied to all FAI football related activity. The notification must include a written explanation as to why the Stand Down Order was issued.

7.4 The Child Welfare and Safeguarding Committee shall monitor all Stand Down Orders issued and may be requested to review a Stand Down Order on request from the individual concerned. This is a review process, not an Appeal, and the Child Welfare and Safeguarding Committee shall make all such final determinations as it deems necessary for the protection and welfare of Children and Vulnerable Persons.

7.5 If the Child Welfare and Safeguarding Committee considers that any breaches of FAI Rules or the Policy are deemed to have occurred it shall refer such matters to the Disciplinary Regulations Officer (DRO) for disciplinary action where necessary.

8. Automatic Ban from FAI Membership

8.1 The FAI Child Welfare and Safeguarding Committee may also issue an automatic ban from membership of the FAI where deemed necessary for the protection of Children and Vulnerable Persons in line with the FAI rules.

9. Disciplinary Action

9.1 If, following an investigation, a person is found to have breached the FAI Rules or committed an offence in relation to Child protection and welfare they shall be subject to disciplinary action. Such disciplinary action may be at Affiliate level if appropriate or submitted to the FAI Disciplinary Bodies in accordance with the below procedure. Disciplinary action by the FAI may proceed notwithstanding any action by Statutory Authorities, however the FAI reserve the right to liaise with the Statutory Authorities in respect of any action and to take instruction from them in respect of same. Any delay in the initiating of disciplinary charges at the request of Statutory Authorities shall not prejudice later disciplinary action.

9.2 It should be noted that any action taken by the FAI under the Policy is under football rules and policy and not indicative of any criminal or civil liability**.**

9.3 Disciplinary Procedure:

(a) All disciplinary procedures shall be carried out in accordance with the disciplinary procedures outlined in FAI Rules and in line with the Policy.
(b) The Child Welfare and Safeguarding Manager, in consultation with the Child Welfare and Safeguarding Committee, shall notify the DRO in writing of the alleged offence.
(c) For the avoidance of doubt vetting determinations and decisions relating to Stand Down Orders or automatic bans shall be handled in accordance with sections 7, 8 and 10 of the Policy and not within the remit of the Disciplinary Bodies of the FAI.
(d) The Child Welfare and Safeguarding Manager shall provide the DRO with all relevant information from the investigation.
(e) The DRO shall empanel a Disciplinary Committee to hear the charge and notify all parties of the venue, date and time of the hearing and the constitution of the panel. All notified parties are entitled to attend the hearing.
(f) Any party specifically requested to attend by the Disciplinary Committee shall do so. Failure to attend when requested to do so may result in disciplinary sanction.
(g) All parties involved in the hearing must confirm to the Disciplinary Control Unit (the "DCU") in writing the name and role within, or relationship to the party, of all persons who will be attending the hearing on their behalf, or at their request within the time limits as stated in the notification. The Disciplinary Committee shall have discretion to permit the attendance of any persons not confirmed within the stated deadlines.
(h) The Disciplinary Committee, once appointed, can issue directions to the parties in respect of the hearing prior to proceedings commencing.
(i) All parties shall be notified by the DCU within three days by fax and/or electronic mail and/or registered post, of the decision of the Disciplinary Committee. In urgent matters the Chairperson may issue or direct the DCU to issue an oral decision in advance of the written notification

(j) A hearing can be postponed if the appointed Disciplinary Committee requires additional information prior to proceedings commencing or to allow technical or other issues to be addressed.

(k) The Disciplinary Committee may adjourn or suspend proceedings for further deliberation, or to seek further or additional evidence or expert advice or where it is otherwise considered necessary to do so, provided an adjournment does not unduly prejudice any party.

l. The Disciplinary Committee shall consider all evidence that it deems relevant to the case.

9.4 Appeals

All Disciplinary Committee decisions are subject to appeal in accordance with the FAI Rules.

10. Garda Vetting

10.1 The FAI is registered in the register of relevant Organisations with the Garda Central Vetting Unit for the purposes of Garda vetting. Garda vetting is a process which involves an individual giving consent for An Garda Síochána to furnish the FAI with a statement that there are no convictions recorded in the Republic of Ireland or elsewhere or a statement of all convictions and / or prosecutions, successful or not, pending or completed in the State or elsewhere as the case may be. Garda vetting **must** be completed prior to the commencement of any position for those who will be working with Children and/or Vulnerable Persons in any capacity. This is a Statutory requirement under the National Vetting Bureau (Children and Vulnerable Persons) Act 2012 to 2016. The Act creates offences and penalties for persons who fail to comply with its provisions. Garda vetting is not a substitute for safe recruitment but provides another element in determining a person's suitability to work with Children or Vulnerable Persons. The FAI recommends that Affiliated Members **do not** solely rely upon vetting checks but should also seek to determine an individual's suitability for a position through normal recruitment processes including interviews and reference checks.

10.2 FAI Vetting Obligations:

(a) All those engaging with persons under the age of 18 and Vulnerable Persons shall be Garda Vetted.

(b) All Children's Officers, Designated Liaison Person, Chairpersons and Secretaries of each Affiliated Member involved with teams that are competing in any age group up to and including Under 18's and Vulnerable Persons shall be Garda Vetted.

(c) All coaches or those involved with the management of any team that are competing in any age group up to and including Under 18 or have Vulnerable Persons on their team shall be Garda Vetted.

(d) Any other person working or volunteering with Children or Vulnerable Persons in any capacity on behalf of the FAI or an Affiliated Member shall be Garda Vetted. It is the responsibility of the football body concerned to determine the persons within their organisation who this applies to subject to the relevant legislation and guidelines.

(e) Failure to ensure that persons are vetted in accordance with the Policy, FAI Rules and/or legislation may result in disciplinary action against the individual and/or Affiliated Member and may also constitute a legal offence under relevant legislation.

(f) Affiliated Members shall not accept confirmation of the Garda vetting status of any individual prior to confirmation being received by the individual from the FAI that the Garda vetting of the individual is in order, which the individual will receive in the form of written correspondence. It is the responsibility of each Club, League and Provincial Association who engage individuals to ensure that they have received a copy of a completed vetting application letter issued by the FAI from the individual. No letter other than that issued by the FAI can be accepted.

10.3 Vetting Applications;

(a) The FAI shall provide a Garda vetting service to all Members in line with the Service Level Agreement. Applications for vetting may be made by contacting the Children's Officer of the relevant football body or the person responsible for the vetting application with the relevant football body or directly through the FAI.

(b) The FAI shall be solely responsible for the approval of all vetting applications and final determination on disclosures provided by the National Vetting Bureau in accordance with the Policy.

(c) All persons shall complete their vetting application in good faith and shall ensure all information provided is accurate, complete and up to date. Providing false or incorrect information also carries penalties and is detailed clearly within the National Vetting Bureau Act 2012 to 2016.

(d) All matters disclosed as part of the Garda vetting application shall remain confidential to FAI authorised personnel, the applicant, the Child Welfare and Safeguarding Committee Members and Statutory Authorities, and stored in line with General Data Protection Regulations. However, approvals and rejections shall be notified to all relevant football personnel in accordance with the Policy.

10.4 Vetting Application Process;

(a) The relevant application forms can be found on the website www.fai.ie/domestic/safeguarding/garda-vetting. If the applicant is between the ages 16-17 the NVB3 Parent/Guardian form will also need to be completed and attached to the application form. When the applicant has obtained the relevant application form the below steps should be followed. Please note all forms received must be dated within 5 months of submission or they will be returned to the applicant. Incomplete forms or forms with errors on them will also be returned and may delay applications.

- **Step 1**

Once a vetting application form has been fully completed all forms should be sent by the Club, League, Provincial Association or National Body to the Child Welfare Department, all forms must be sent to the FAI for processing and not to An Garda Síochána. When the application is received by the FAI, if correctly completed, an email will be sent from the National Vetting Bureau to the applicant requesting that they

complete the next part of the process. This involves the applicant providing further personal details such as their previous address history, any criminal convictions, changes in names, passport numbers and place of birth. After the applicant has completed the online part of the process, the National Vetting Bureau e-vetting system will request that the Liaison Person for the FAI review the application data. If the Liaison Person is satisfied with the data it will be submitted to the National Vetting Bureau to conduct the relevant checks. The National Vetting Bureau will keep the applicant up to date with each part of the online process.

- **Step 2**
  When the relevant checks have been completed a Garda vetting disclosure will be returned to the FAI, the disclosure will contain a statement which will include either that;

    I. there are no convictions recorded against the individual in the Republic of Ireland or elsewhere, or
    II. a statement of all convictions and/or prosecutions, successful or not, pending or completed, in the State or elsewhere as the case may be.

  It may also contain specified information in relation to the applicant. This means information concerning a finding or allegation of Harm to another person received by the Bureau from An Garda Siochana or a scheduled Organisation pursuant to section 19 of the National Vetting Bureau (Children and Vulnerable Persons) Act 2012 to 2016. Please note the National Vetting Bureau will notify the applicant before disclosing specified information to the Relevant Organisation.
  A copy of the vetting disclosure will be made available to the applicants on request.

- **Step 3 – No Convictions or Specified Information**
  Should the vetting disclosure contain no convictions recorded against an individual, correspondence shall be sent to the applicant advising them of this. This correspondence should be provided to the relevant football body as proof of a completed vetting application by the individual. **Verbal assurances should never be accepted.**

- **Step 4 – Vetting Disclosures with Convictions or Specified information**
  In some instances, disclosure of convictions and/or other information will be provided to the Child Welfare and Safeguarding Manager of the FAI by the National Vetting Bureau. In many cases these disclosures may not prevent an individual from receiving a completed vetting application letter.
  A decision regarding an individual's receipt of the completed vetting application letter will be assessed. This decision is made at the sole discretion of the FAI Child Welfare and Safeguarding Committee as a sporting body which determines the suitability of its own members, employees and independent contractors to work with Children and Vulnerable Persons. All cases are treated individually and confidentially and are assessed as per the requirements of the post/role and the work that it entails.

Disclosures which are of a serious nature may deem a person unsuitable to work with Children or Vulnerable Persons in the FAI.

Applicants will be given an opportunity to comment on any disclosures before any decision is made to ensure fairness and transparency at all times. In some cases, it may be necessary to meet and interview the applicant before a decision is made.

Applicants will then be advised of the decision which has been made in respect of any vetting disclosures. If the decision is negative and if the applicant is not being recommended as being suitable to work with Children or Vulnerable Persons, a letter informing them of this decision will be sent to them.

If an applicant is currently engaged within football due to a previous completed Garda vetting application, and if following a vetting application is subsequently deemed unsuitable to work with Children or Vulnerable Persons, they may also be issued with an immediate Stand Down Order in accordance with the Policy. The FAI shall advise all relevant football bodies who are known to be associated with the applicant of the outcome of any negative vetting application.

- **Step 5 – Review**

  Unsuccessful applicants will be afforded an opportunity for a negative decision made against them to be reviewed by the Legal and Corporate Affairs Committee. The applicant will be invited to make any written submissions to support their position. In some situations, it may be necessary to meet and interview the applicant if the Legal and Corporate Affairs Committee deems this appropriate in any given case. This is a review process conducted at the sole discretion of the Legal and Corporate Affairs Committee and they shall determine what further information they may require for any particular review. Decisions made by the Legal and Corporate Affairs Committee regarding vetting applications are final and not subject to appeal.

  (a) If the recommendation of rejection is confirmed, the applicant and football bodies involved will be duly informed.
  (b) In the case of rejection of an applicant the Legal and Corporate Affairs Committee may also issue an automatic ban from membership of the FAI where vetting disclosures deem it necessary for the protection of Children, Young People or Vulnerable Persons.

10.5 Vetting Enquiries

(a) The FAI shall keep a secure central database of all vetting applications in accordance with data protection legislation for the duration of the individual's Garda vetting application clearance. Vetting information shall be passed to Affiliated Members seeking information on applicants where the applicant has indicated their consent to such information being disclosed. Affiliated Members **shall not** engage any person to work with Children or Vulnerable Persons without such information being provided

either by way of production of a letter confirming the vetting status of an individual or an enquiry being made to the FAI with the consent of the individual concerned.

10.6 Length of Vetting Status

(a) An individual's criminal record may change at any time hence the importance of general practices being put into place around safe recruitment, references and safe practices in working with Children and Vulnerable Persons. The current recommended vetting period is every 3 years. Notwithstanding this if any person has a concern that an individual should be re-vetted at an earlier interval this should be requested. Additionally, if the individual's role changes within the Organisation they should complete a new Garda vetting application.

10.7 Convictions

(a) Any member charged with or convicted of an offence in any jurisdiction for an offence which may raise significant concerns regarding their appropriateness to work with Children or Vulnerable Persons may be issued with a Stand Down Order if previously received clearance and/or Automatic Ban as referred to in the Policy.

(b) If any individual does not comply with providing the Child Welfare and Safeguarding Committee or the Child Welfare and Safeguarding Manager, with any additional information that is requested, then a letter will be issued to the individual informing them that the process has now ended and the application will not proceed.

11. Safe Recruitment Practices

11.1 FAI Recruitment

(a) The FAI shall ensure that all employees, independent contractors and persons working directly with Children and Vulnerable Persons have completed a Garda vetting application and have received the relevant training. The Child Welfare and Safeguarding Manager shall work closely with Human Resources and relevant employees, independent contractors and Affiliated Members to ensure best practice and procedures are adopted at all times.

(b) The following principles shall be adopted by the FAI in recruitment for positions involving work with Children and Vulnerable Persons;

- Roles shall provide a clear description to ensure employees, independent contractors and volunteers understand the extent and nature of their role.
- Persons applying for a role or for an event shall complete an application form which shall include a section allowing the individual to self-declare any convictions.
- Two references shall be requested. As part of the reference check the referee will be asked if there is any reason to be concerned about the potential employee contact with, Children or Vulnerable Persons.
- Those roles shall involve an interview or meeting with at least two representatives of the Organisation face to face or otherwise.
- A probationary/trial period (usually 6 months) shall be included for employee positions.
- All contracts shall be dependent on Garda vetting and persons will be advised of the process pending record checks being completed.

11.2 FAI Induction and Training

(a) The recruitment and selection process for those engaged by the Association shall be followed up with relevant training for those working with Children and Vulnerable Persons. In particular new employees, independent contractors and those engaged to work with Children or Vulnerable Persons should be;

- Brought through the policy and made aware that abuse can occur.
- Made aware of how to recognise abuse.
- Made aware of the reporting procedures.
- Made aware of the importance of listening to Children and Vulnerable Persons and taking their concerns seriously.
- Complete a basic awareness training course in Child protection as part of their induction.

11.3 Affiliated Members Recruitment and Training

(a) Affiliated Members should ensure they encompass the above principles into their recruitment of employees, independent contractors and volunteers where appropriate.

(b) Please note it is a legal requirement under the National Vetting Act 2012 to 2016, that all individuals, volunteers or paid, working with Children and Vulnerable Persons have completed Garda vetting clearance before engaging with an Organisation or services.

(c) Also under the Children First Act 2015 the following **must** be adhered to ensure Children are safe from Harm:

- The selection and recruitment of individuals who are suitable to work with Children
- Provide information and training to individuals on Child protection and safeguarding issues.

(d) Additionally, more guidance and support can be found in the Club Management Guide which can be found on the FAI website.

11.4 FAI training

The Association offers three safeguarding courses which have been developed by Sport Ireland. Each course is targeted at certain roles within a Club/League

- **Safeguarding 1- Basic awareness:**
  - This course is targeted at all volunteers, coaches, committee members and staff within a service for Children. It provides a good basic understanding of Child protection legislation and educates participants on the implementation of best practice in protecting the welfare of children involved in football.
  - The course should be refreshed every 3 years. The initial course should always be a face to face course.
  - After 3 years the individual can complete the Sport Ireland online refresher. Once the individual completes this online course they should print off the completion certificate and attached it to the certificate obtain during the face to face course.
  - The individual will need to present both as evidence for the next 3 years. After the total 6-year period has completed then the individual will need to attend the face to face course again.

- **Safeguarding 2- Children's Officer**
  - This course is targeted at all volunteers who undertake the role of Children's Officer. It provides a more in depth look at Child protection and also helps Clubs to have a child centre approach with their services.

- It also helps explain the role of the Children's Officer
- The Children's Officer should do a refresher course within a 3-year period to ensure they are aware of any relevant legislation.
- The course must to be completed by all Children Officers.

- **Safeguarding 3- Designated Liaison Person**
  - This course is targeted at the Designated Liaison Person's with Clubs/Leagues. It provides an in depth look at the Child protection legislations and the categories for abuse and reporting procedures.
  - It also helps explain the role of the Designated Liaison Person.
  - The Designated Liaison Person should do refresher the course within a 3-year period to ensure they are aware of any relevant legislation.
  - The course must to be completed by all Designated Liaison Persons.

More information on booking the courses or contacting tutors who can deliver the courses can be found on the FAI website at https://www.fai.ie/domestic/safeguarding/training

12. General guidelines for interaction between Adults and Children

12.1 Conduct and Behaviour towards Children

(a) All adults involved in football have an important role to play in promoting good practice. Their first priority has to be the Children's welfare, safety and enjoyment of the game.

(b) Adults should be aware of the emotional, physical and personal needs of Children and should ensure that Children are treated with integrity and respect.

(c) The trust implicit in adult Child relationships in sport places a duty of care on all adults, voluntary or professional to safeguard the health, safety and welfare of the Child while engaged in football.

(d) Adults have a crucial leadership role to play and contribute to the creation of a positive sporting environment for Children. This allows the Child to develop and express themselves in an open and secure way.

(e) The principles referred to in Section 1 of this Policy should always be emphasised in football and Children should be given clear guidelines regarding acceptable standards of behaviour.

(f) The importance of participation for each Child, best effort and enjoyment rather than winning should be stressed. All Children should be valued and treated in an equitable and fair manner and every Child, irrespective of ability, should be involved in football in an integrated and inclusive way where possible.

(g) In particular all adult-Child relationships in football should be:
- open, positive and encouraging;
- defined by a mutually agreed set of goals and commitments;
- respectful of the creativity and autonomy of Children;
- carried out in a context where Children are protected and where their rights are promoted;
- free from any abuse or any threat of such abuse;
- respectful of the needs and developmental stage of the Child;
- aimed at the promotion of enjoyment and individual progress;
- in accordance with FAI policies and codes;
- respectful but not unquestioning of authority;
- aware that Children with disabilities or additional needs may be more vulnerable.

12.2 General Supervision of Children

It is important to create a safe and enjoyable environment in which to play and train and to ensure any risks in relation to premises, training facilities and equipment are minimised with the implementation of appropriate safety rules. Children need to be supervised at all times as the likelihood of accidents happening increases when adequate supervision is not in place.

In particular the following should be adhered to;

(a) Ensure adequate Adult: Child ratios.

(b) There should be at least one adult of each gender with mixed parties.

(c) Children should be supervised at all times.

(d) Adults should avoid being left alone with Children. Clearly state times for start and finish of training and/or competitions. If late collections occur, participants should remain in pairs until all players have left.

(e) If a coach/manager needs to talk separately to a player this should be done in an open environment, in view of others.

(f) Respect the privacy of Children while changing, coaches/managers may only need to enter changing rooms where the Participants are very young or require special assistance. When necessary, Participants should supervise in pairs or seek assistance, it is the safety and welfare of the Participants that is of paramount importance.

(g) If a Child suffers an injury or accident the parents/guardians should be informed and necessary reports completed.

(h) Activities being undertaken should be suitable for the ability, age, and experience of the participants.

(i) Equipment and facilities should meet the highest possible standards and be appropriate to the maturity of the participants.

(j) All FAI Goalpost Safety Guidelines must strictly be adhered to and enforced.

(k) Where protective equipment is deemed necessary it should be used.

(l) First Aid should be available for all training sessions and matches.

12.3 Transport of Children

(a) Children being transported should have the express permission of parents/guardians to do so.
(b) Appropriate insurance should be in place by the transporter and duties conducted in accordance with relevant legislation including the use of seat belts.
(c) Only the permitted number of passengers should be allowed in specific transport.
(d) Clear itineraries for transport arrangements including collection and drop off details and contact details for the appropriate adults in charge should be provided.
(e) Personnel shall not allow themselves be alone with any one Child when assisting with transport arrangements.
(f) The use of private cars may be necessary from time to time but where possible this should be avoided.
(g) Parents/guardians have a responsibility to ensure that they are fully aware of any transport arrangements and that they are happy with them.
(h) Children should be collected promptly and it is a matter for parents/guardians to make any necessary arrangements.
(i) In the event that a parent/guardian is late for collection or drop off immediate contact should be made with the contact person involved.
(j) In the event a Child is late being collected efforts should be made to contact the parent/guardian to make whatever other appropriate arrangements can be made.
(k) It is a matter for parents/guardians to arrange transport to events for Children unless specific arrangements are made.
(l) If a private arrangement is made between parents/guardians they should be aware that there are extra responsibilities placed on persons who transport players to events.

12.4 Overnight and away trips

All FAI employees, independent contractors and Affiliated Members have a responsibility to ensure the safety of the players with whom they work as far as possible within the limits of their control. There are additional responsibilities placed on adults accompanying teams in relation to the organisation of away trips and overnights.

The following general guidelines should be followed:

(a) Trips away should be covered within the Clubs/Leagues Risk Assessment and Child Safeguarding Statement

(b) All adults who travel on away trips with Children should be carefully chosen and appropriately vetted.

(c) Written permission of parents/guardians shall be required for all overnight trips. Parents/Guardians should complete the Parent/Guardian Medical Consent Form as

attached in Appendix 7 disclosing any medical conditions or special needs of their Child/Children.

(d) A meeting with parents and Participants is useful to communicate travel times, competition details, other activities, gear requirements, medical requirements, special dietary needs and any other necessary details. Ground rules and behavioural expectations can also be discussed.

(e) Participants should sign a behaviour agreement.

(f) Any group socialisation should take place in communal areas (i.e. no group gatherings in bedrooms at all).

(g) Alcoholic drink, smoking and other illegal substances/activities shall be forbidden and adults are expected to act as appropriate role models in this respect.

(h) Lights out times should be enforced.

(i) The roles and responsibilities of adults participating in away trips should be clearly defined.

(j) The organising body should appoint a team manager/head of delegation for all away trips having overall responsibility for the Children's wellbeing, behaviour and sleeping arrangements. Children should be informed at the outset to whom they can report any concerns they might have and shall be clearly encouraged to tell anybody if they should have a concern.

(k) On away trips, coaches should be accountable to the appointed team manager/head of delegation in all non-performance related matters.

(l) Where there are mixed teams there should be at least one female in the management/coaching structure.

(m) The team manager/head of delegation should submit a report as soon as possible after the trip recording any incidents/accidents or simply recording that no incidents arose.

(n) Adults should never share a room with a Child. Where the presence of an adult is absolutely necessary due to accommodation arrangements this should be agreed with parents/guardians in advance and arrangements made to ensure there should be an agreed number of children in the room with the adult.

(o) If Children are sharing rooms, it should be with those of the same age and sex, this should be agreed with parents/guardians in advance and should be strictly supervised

(p) Adults should respect Children's privacy and knock before entering rooms.

(q) Adults should avoid being alone with one Child. If talking separately, do so in an open environment, in view of others.

(r) Best practice is to ensure two coaches are on site for each team. Adequate Child ratios should always be maintained (this can depend on the ages of the Children, the nature of the activity involved or any special needs of the group) Sport Ireland provide a general guidance of 1:8 for under 12 years of ages and 1:10 for over 12 years of age. Ensure at least one adult of each gender with mixed parties and that there is adequate supervision at all times.

(s) Ensure that there is adequate insurance cover for the trip and that any incidents are correctly reported.

(t) Parents/Guardians should be informed as soon as possible if their Child suffers any significant injury, accident or becomes unwell.

12.5 Hosting Children

Being a host family or being hosted is an integral part of many sports and, if handled appropriately, can add to a Child's enjoyment and experience at a competition. Hosting can be a challenging role but also very rewarding. Special care should be taken in the selection of homes for overnight stays. A host should be provided with as much information about the Child/Children staying with them and details of the competition.

(a) Where practicable, more than one child should be placed with each host family. The host family should agree to provide references and be vetted. In addition, clubs should follow recommended recruitment and selection procedures.

(b) When arranging hosting for events/trips abroad, Clubs, Leagues, Provisional Associations and other football bodies will be dependent on the ability of the host organisation to access vetting services and obtain appropriate references. It is the responsibility of the trip organiser to provide the hosts with the relevant information on the Child and details of what is expected.

(c) Host families' arrangements and procedures should be included and considered within the Risk Assessment and Child Safeguarding Statement for the Club, League and Provincial Association.

(d) Host families should:
- Agree to abide by the FAI Child Welfare and Safeguarding Policy.
- Consent to appropriate vetting checks and references.
- Attend host family meetings before competitions or events.

- Provide a safe and supportive environment for Children, Young People and Vulnerable Persons.
- Should not ask a Child to share a bed or room with an adult.

(e) Organisers shall;
- Provide a travel pack to hosting families, including sleeping arrangement guidance set out in point 12.4 of the policy
- Check out vetting and references with hosting families.
- Provide an itinerary of the trip.
- Gather information on destination and venue.

(f) Children and Vulnerable persons:
- Should sign an age appropriate behaviour agreement
- Should be happy with the arrangements.
- Should show respect to the host families.

(g) Parent and Guardians should:
- Receive information on the host family
- Be happy with the arrangements
- Give consent to the arrangements
- Be provided with an itinerary of the trip

12.6 Changing facilities

(a) Where possible Children should have sole use of changing facilities and all efforts should be made to try and secure separate facilities for Children. As many Children are self-conscious about changing in front of others it may become more suitable to ask Children to change at home before and after activities. A common-sense approach should be adopted as to what the parents/guardians may prefer.

(b) Where facilities are being used by Children proper supervision is required and careful consideration should be given to who should be supervising.

(c) Those persons should be suitable for such supervision, being vetted and recruited in line with the safe procedures outlined in this Policy.

(d) Adults in such supervisory roles should balance the need of supervision with respect of the privacy of Children at all times.

(e) It is recommended that more than one adult supervise at any time and supervisors are of the same gender as the Children involved.

(f) Contact between other adults and Children should be avoided by careful timing of the changing facilities and adequate notices being put in place. Where mixed

changing facilities with adults and Children are unavoidable proper adult supervision is even more important.

(g) Parents may be of valuable assistance but should also be suitable for undertaking this responsibility.

(h) Where mixed gender teams are involved, arrangements should be made to allow for separate changing facilities. This can be accomplished through timing arrangements, changing at home only, allocating rooms or areas which are screened off

12.7 Accidents/Incidents

(a) Any accidents or incidents involving Children should be reported in full to the Children's Officer by completion of the appropriate report in Appendix 8.
(b) If a Child is referred for medical treatment contact should immediately be made with the Child's parent/guardian and the relevant consent form located for medical treatment.
(c) The Child should be accompanied by the person in charge of the Child, if for any reason enquiries should be made regarding any diagnosis or treatment.
(d) An incident report form should be completed in all cases whether medical treatment is required or not.
(e) In all cases insurers should be notified of the incident and the report form submitted for their records.

12.8 Insurance

(a) Appropriate Insurance must be in place to cover organised activities and programmes undertaken with Children or otherwise.

(b) Away trips must be included in such cover and your insurance company must be informed in advance of such trips.

(c) In relation to away trips, parents/guardians must be advised of the need for comprehensive personal insurance to cover the Child, to include but not limited to medical or health insurance.

(d) Adults transporting Children in their personal vehicles should be aware of the extent and limits of their own motor insurance cover, particularly in relation to acceptable numbers and liability.

(e) Further guidance on insurance can be found within the Club Management Guide on the FAI website.

13. Complaints

13.1 Complaints regarding the Policy

(a) Should any person wish to make a complaint regarding the application of the Policy by the FAI the complaint should be made in writing and addressed to the Chief Executive Officer or the Company Secretary. All relevant information should be included regarding the subject of the complaint. On receipt, the complaint shall be reviewed and a response shall be issued as soon as possible.

13.2 Child Welfare Complaints

(a) Complaints relating to Child Welfare matters should be reported in accordance with the Reporting Procedure as outlined in section 5 of the Policy.

13.3 Complaints relating to FAI Employees/Independent Contractors

(a) Complaints relating to FAI employees or independent contractors should be reported to the FAI for review. Employees shall be advised of any complaints made against them and afforded the opportunity to respond in line with relevant HR policies.

14. Confidentiality

14.1 All matters relating to the welfare and protection of Children shall be managed in accordance with the Policy and the following principles shall be adhered to;

(a) All complaints, concerns and allegations shall be handled in the best interests of the child concerned and in a careful and sensitive manner. It is a matter for the Designated Liaison Person to determine the persons to be advised in such circumstances.

(b) No undertakings regarding secrecy shall be given to any party.

(c) All information regarding concerns relating to Child protection and welfare shall be shared on 'a need to know' basis in the interests of the Child. This shall not be deemed a breach of confidentiality.

(d) The exchange of information with the Statutory Authorities for ensuring the protection of Children is not a breach of confidentiality.

(e) Any information gathered for one purpose will not be used for any another purpose without consultation with the persons who provided that information.

(f) All FAI employees and independent contractors working with Children and Vulnerable Persons shall be trained in respect of the confidentiality and how information shall be disseminated to the parties involved. At all times, the protection of a Child shall determine decisions made by FAI employees to share and exchange relevant information.

(g) All breaches of confidentiality shall be considered extremely serious and dealt with accordingly.

15. Record Keeping

15.1 All information gathered by the FAI shall be stored in a secure location with access only by the Child Welfare and Safeguarding Department or other relevant departments i.e. for employees of the FAI the Human Resources department will have access, Statutory Authorities and where necessary Authorised Signatories.

15.2 All records shall be maintained in an accurate manner so as to ensure the protection of children and all information shall be recorded.

15.3 Records shall be presented so that clear information may be accessed by the Statutory Authorities if necessary.

15.4 Child Welfare and Safeguarding casework such a complaint or investigation will be held for 5 years from when the casework began plus one year.

15.5 Garda Vetting applications are stored and kept as detailed in section 10 of the Policy.

16. Data Protection

16.1 The FAI holds all information in accordance with data protection legislation and in line with the FAI Data Protection Policy.

16.2 Information shall not be passed to third parties unless by consent or deemed necessary for the protection and welfare of Children or otherwise in line with the Policy and the data protection policy.

Appendices

Appendix 1

Club/League Checklist:

- Does your Club /League have a Child Safeguarding Statement?
- Is this clearly displayed, this may be on the Club /League website or at training/playing venues?
- Is the Child Safeguarding Statement readily available from the Club/League if requested?
- Does the Child Safeguarding Statement clearly state who the Mandated Persons are for the League/Club and how to contact them?
- Has your club completed a Risk Assessment in relation to Child Welfare concerns?
- Do you know when is it due to be reviewed and which risks need improvement?
- Does the Club/ League have a Children's Officer, to handle all Child Welfare concerns?
- Has your Children's Officer completed both Safeguarding One and Two Workshops and are they Garda Vetted?
- Is your Children's Officer aware of how to handle any Child Welfare Concerns which are raised to them or the League/Club in line with the Concern/ Complaint Policy?
- Does your Club/ League know who the Designated Liaison Person is?
- Has the Designated Liaison Person completed both the Safeguarding One and Three Workshops and are they Garda Vetted?
- Is your Designated Liaison Person fully aware of how to report concerns to the relevant statutory authorities?
- Do all your coaches have valid, in date Garda Vetting Clearance?
- Do all your staff/volunteers and relevant committee members have valid in date Garda Vetting Clearance?
- Is your club aware of the enforceable penalties for engaging with staff or volunteers without Garda Clearance from the FAI?
- Have all your coaches completed the Safeguarding One Workshop?
- Have you followed the safe recruitment practise within the Child Welfare and Safeguarding Policy when taking on staff or Volunteers? Such as obtaining reference?
- Is the FAI Child Welfare and Safeguarding Policy easily accessible to all your members?

Appendix 2

Carrying out a Risk Assessment

As part of the Risk Assessment process, the Club/League should reflect on what specific risks arise as a result of the service you provide and how these risks can be managed. The following steps are a guide to help the Club/League consider where the potential for risk lies and how these risks can be managed.

Step 1- Identify potential risks

Think about who or what might cause Harm to Children using your service. Make sure all persons in the service, including Children, are involved in this process. Different people will have different perceptions of what is a risk.

Step 2- Rank each risk

Rank each risk in terms of low, medium and high risks. To help rank each risk, consider the likelihood of the risk occurring and how serious the consequences could be.

Step 3- Control and manage the risk

Who owns the risk? Assign risk owners. What current controls are in place to reduce the risk? What future actions must be done to reduce the risk? What else do you need to do about the risk?

Step 4- Monitor and review

Are the controls effective? Are the actions effective?

A sample template of the Risk Assessment format can be found in Appendix 3 and the full sample template can be found at https://www.fai.ie/domestic/safeguarding/documents. The list of risks in the sample template is not exhaustive and it must be tailored to the specific Organisation as appropriate.

Appendix 3

Sample Risk Assessment Document for *(insert Club/Region/NGB)*

This risk assessment considers the potential for harm to come to children whilst they are in ***(insert Club/Region/NGB)'s*** care. This Risk Assessment precedes the Child Safeguarding Statement (Section 11 (1b) Children First Act 2015) which is developed following this risk assessment process. In accordance with the requirements of *Section 11 (1) of the Children First Act 2015 the risk is of abuse and not general health and safety risk (covered under a separate H&S policy and risk assessment).*

Section 11 (1) of the Children First Act 2015 states that where a person proposes to operate as a provider of a relevant service, he or she shall, within 3 months from the date on which he or she commences as such a provider —

(a) *Undertake an assessment of any potential for harm to a child while availing of the service (in this section referred to as a "risk").*

Potential risk of harm to children	**Likelihood of harm happening L-M-H**	**Required Policy, Guidance and Procedure document**	**Responsibility** **Club/Region/National**	**Further action required …**
CLUB & COACHING PRACTICES				
Lack of coaching qualification	**H**	▪ Coach education policy ▪ Recruitment policy		*Proof of qualification to be confirmed*
Supervision issues		▪ Supervision policy ▪ Coach education policy		*Ongoing review*
Unauthorised photography & recording activities		▪ Photography and Use of Images policy		*Ongoing review*
Behavioural Issues		▪ Code of Conduct ▪ Safeguarding Level 1 (min) ▪ Complaints & Disciplinary policy		*Ongoing review*
Lack of gender balance amongst coaches		▪ Coach education policy ▪ Supervision policy		*Ongoing review*

Appendix 4

Full list of people who are classified as Mandated Persons

SCHEDULE OF MANDATED PERSONS UNDER THE CHILDREN FIRST ACT 2015

Schedule 2 of the Children First Act 2015 specifies the following classes of persons as Mandated Persons for the purposes of the Act:

1. Registered medical practitioner within the meaning of section 2 of the Medical Practitioners Act 2007.

2. Registered nurse or registered midwife within the meaning of section 2(1) of the Nurses and Midwives Act 2011.

3. Physiotherapist registered in the register of members of that profession.

4. Speech and language therapist registered in the register of members of that profession.

5. Occupational therapist registered in the register of members of that profession.

6. Registered dentist within the meaning of section 2 of the Dentists Act 1985.

7. Psychologist who practises as such and who is eligible for registration in the register (if any) of members of that profession.

8. Social care worker who practises as such and who is eligible for registration in accordance with Part 4 of the Health and Social Care Professionals Act 2005 in the register of that profession.

9. Social worker who practises as such and who is eligible for registration in accordance with Part 4 of the Health and Social Care Professionals Act 2005 in the register (if any) of that profession.

10. Emergency medical technician, paramedic and advanced paramedic registered with the Pre-Hospital Emergency Care Council under the Pre-Hospital Emergency Care Council (Establishment) Order 2000 (S.I. No. 109 of 2000).

11. Probation officer within the meaning of section 1 of the Criminal Justice (Community Service) Act 1983.

12. Teacher registered with the Teaching Council.

13. Member of An Garda Síochána.

14. Guardian *ad litem* appointed in accordance with section 26 of the Child Care Act 1991.

15. Person employed in any of the following capacities:

(a) manager of domestic violence shelter;

(b) manager of homeless provision or emergency accommodation facility;

(c) manager of asylum seeker accommodation (direct provision) centre;

(d) addiction counsellor employed by a body funded, wholly or partly, out of moneys provided by the Oireachtas;

(e) psychotherapist or a person providing counselling who is registered with one of the voluntary professional bodies;

(f) manager of a language school or other recreational school where children reside away from home;

(g) member of the clergy (howsoever described) or pastoral care worker (howsoever described) of a church or other religious community;

(h) director of any institution where a child is detained by an order of a court;

(i) safeguarding officer, child protection officer or other person (howsoever described) who is employed for the purpose of performing the child welfare and protection function of religious, sporting, recreational, cultural, educational and other bodies and organisations offering services to children;

(j) child care staff member employed in a pre-school service within the meaning of Part VIIA of the Child Care Act 1991;

(k) person responsible for the care or management of a youth work service within the meaning of section 2 of the Youth Work Act 2001.

16. Youth worker who—

(a) holds a professional qualification that is recognised by the National Qualifications Authority in youth work within the meaning of section 3 of the Youth Work Act 2001 or a related discipline, and

(b) is employed in a youth work service within the meaning of section 2 of the Youth Work Act 2001.

17. Foster carer registered with the Agency.

18. A person carrying on a pre-school service within the meaning of Part VIIA of the Child Care Act 1991.

Appendix 5

Thresholds and Criteria of Abuse for Mandated Persons

Mandated persons have two main legal obligations under the Children First Act 2015. These are:

1. To report the harm of children above a defined threshold to Tusla;

2. To assist Tusla, if requested, in assessing a concern which has been the subject of a mandated report.

As a mandated person, under the legislation you are required to report any knowledge, belief or reasonable suspicion that a child has been harmed, is being harmed, or is at risk of being harmed. The Act defines harm as assault, ill-treatment, neglect or sexual abuse, and covers single and multiple instances.

If you are in doubt about whether your concern reaches the legal definition of harm for making a mandated report, Tusla can provide advice in this regard. You can find details of who to contact to discuss your concern on the Tusla website (www.tusla.ie). If your concern does not reach the threshold for mandated reporting, but you feel it is a reasonable concern about the welfare or protection of a child, you should report it to Tusla under the guidance given within the Policy.

NEGLECT

Neglect is defined as 'to deprive a child of adequate food, warmth, clothing, hygiene, supervision, safety or medical care'. The threshold of harm, at which you must report to Tusla under the Children First Act 2015, is reached when you know, believe or have reasonable grounds to suspect that a child's needs have been neglected, are being neglected, or are at risk of being neglected to the point where **the child's health, development or welfare have been or are being seriously affected, or are likely to be seriously affected.**

EMOTIONAL ABUSE/ILL-TREATMENT

Ill-treatment is defined as 'to abandon or cruelly treat the child, or to cause or procure or allow the child to be abandoned or cruelly treated'. Emotional abuse is covered in the definition of ill-treatment used in the Children First Act 2015.

The threshold of harm, at which you must report to Tusla under the Children First Act 2015, is reached when you know, believe or have reasonable grounds to suspect that a child has been, is being, or is at risk of being ill-treated to the point where **the child's health, development or welfare have been or are being seriously affected, or are likely to be seriously affected.**

PHYSICAL ABUSE

Physical abuse is covered in the references to assault in the Children First Act 2015. The threshold of harm, at which you must report to Tusla under the Children First Act 2015, is reached when you know, believe or have reasonable grounds to suspect that a child has been, is being, or is at risk of being assaulted and that as a result **the child's health, development or welfare have been or are being seriously affected, or are likely to be seriously affected.**

SEXUAL ABUSE

If, as a mandated person, you know, believe or have reasonable grounds to suspect that a child has been, is being, or is at risk of being sexually abused, then you must report this to Tusla under the Children First Act 2015. Sexual abuse to be reported under the Children First Act 2015 [as amended by section 55 of the Criminal Law (Sexual Offences) Act 2017] is defined as an offence against the child, as listed in Schedule 3 of the Children First Act 2015.

A full list of relevant offences against the child which are considered sexual abuse is set out in Appendix 3 of Children First National Guidance for the Protection and Welfare of Children 2017.

As all sexual abuse falls within the category of seriously affecting a child's health, welfare or development, you must submit all concerns about sexual abuse as a mandated report to Tusla. There is one exception, which deals with certain consensual sexual activity between teenagers, which is outlined below;

Exemptions from requirements to report

UNDERAGE CONSENSUAL SEXUAL ACTIVITY

Under the Criminal Law (Sexual Offences) Act 2006 the legal age of consent is 17 years. While a sexual relationship where one or both parties is under 17 years of age is illegal, when making a mandated report to Tusla, it might not be regarded as child sexual abuse.

There are certain exemptions from reporting underage consensual sexual activity under section 14(3) of the Children First Act 2015. If you are satisfied that all of the following criteria are met, you are not required to make a report to Tusla:

- The young person(s) concerned are between 15 and 17 years old
- The age difference between them is not more than 24 months
- There is no material difference in their maturity or capacity to consent
- The relationship between the people engaged in the sexual activity does not involve intimidation or exploitation of either person

The young persons concerned state clearly that they do not want any information about the activity to be disclosed to Tusla. In effect, this means that if all of the above criteria are met, you as a mandated person do not have to report consensual sexual activity between older teenagers as sexual abuse to Tusla.

Joint reporting

As a mandated person you can make a report jointly with another person, whether that person is also a mandated person or not.

There is nothing in the Act to prevent you from either making a mandated report jointly with a designated liaison person or providing a copy of the mandated report you have submitted to Tusla for the information of the designated liaison person.

As a mandated person, you should be aware that the legal obligations under the Children First Act 2015 to report mandated concerns rest with you and not with the designated liaison person.

Where mandated persons share the same concern or information, only one person is required to report, or they can report jointly.

What if my concern does not meet the threshold for a mandated report?

If your concern does not reach the threshold for mandated reporting, but you feel it is a reasonable concern about the welfare or protection of a child, you should report it to Tusla under Children First: National Guidance for the Protection and Welfare of Children.

Reporting forms can be found in Appendix 6.

Dealing with a retrospective allegation

Some adults may disclose abuse that took place during their childhood. Such disclosures may come to light when an adult attends counselling, or is being treated for a psychiatric or health problem. If you are, for example, a counsellor or health professional, and you receive a disclosure from a client that they were abused as a child, you should report this information to Tusla, as the alleged abuser may pose a current risk to children.

The reporting requirements under the Children First Act 2015 apply only to information that you, as a mandated person, received or became aware of since the Act came into force, whether the harm occurred before or after that point. However, if you have a reasonable concern about past abuse, where information came to your attention before the Act and there is a possible continuing risk to children, you should report it to Tusla under Children First: National Guidance for the Protection and Welfare of Children.

Forms for Retrospective abuse report can be found at https://www.tusla.ie/uploads/content/Retrospective_Abuse_Report_Form_FINAL.pdf

Further details on Mandated persons roles and responsibilities and reporting can be found within the Children First National Guidance for the Protection and Welfare of Children 2017.

Appendix 6

Reporting Form

Use block letters when filling out this form.

Fields marked with an * are mandatory.

1. Tusla Area (this is where the child resides)*	

2. Date of Report*	

3. Details of Child

First Name*		**Surname***	
Male*	☐	**Female***	☐
Address*		**Date of Birth***	
		Estimated Age*	
		School Name	
		School Address	
Eircode			

4. Details of Concerns*

Please complete the following section with as much detail about the specific child protection or welfare concern or allegation as possible. Include dates, times, incident details and names of anyone who observed any incident. Please include the parents and child's view, if known. Please attach additional sheets, if necessary
Please see **'*Tusla Children First – A Guide for the Reporting of Child Protection and Welfare Concerns'* for additional assistance on the steps to consider in making a report to Tusla**

5. Type of Concern

Child Welfare Concern	☐		
Emotional Abuse	☐	**Physical Abuse**	☐
Neglect	☐	**Sexual Abuse**	☐

6. Details of Reporter

First Name		**Surname**	
Address If reporting in a professional capacity, please use your professional address		**Organisation**	
		Position Held	
		Mobile No.	
		Telephone No.	
Eircode		**Email Address**	

Is this a Mandated Report made under Sec 14, Children First Act 2015?*	Yes	☐	No	☐
Mandated Person's Type				

7. Details of Other Persons Where a Joint Report is Being Made

First Name		**Surname**	
Address If reporting in a professional capacity, please use your professional address		**Organisation**	
		Position Held	
		Mobile No.	
		Telephone No.	
Eircode		**Email Address**	

First Name		**Surname**	
Address If reporting in a professional capacity, please use your		**Organisation**	
		Position Held	
		Mobile No.	

professional address		**Telephone No.**	
Eircode		**Email Address**	

8. Parents Aware of Report

Are the child's parents/carers aware that this concern is being reported to Tusla?*	Yes	☐	No	☐
If the parent/carer does not know, please indicate reasons:				

9. Relationships

Details of Mother			
First Name		**Surname**	
Address		**Mobile No.**	
		Telephone No.	
		Email Address	
Eircode			

Is the Mother a Legal Guardian?*	Yes	☐	No	☐

Details of Father			
First Name		**Surname**	
Address		**Mobile No.**	
		Telephone No.	
		Email Address	
Eircode			

Is the Father a Legal Guardian?*	Yes	☐	No	☐

10. Household Composition

First Name	Surname	Relationship	Date of Birth	Estimated Age	Additional Information e.g. school, occupation, other

11. Details of Person(s) Allegedly Causing Harm

First Name*		**Surname***	
Male*	☐	**Female***	☐
Address		**Date of Birth**	
		Estimated Age	
		Mobile No.	
		Telephone No.	
Eircode		**Email Address**	
Occupation		**Organisation**	
Position Held			

Relationship to Child	
Address at time of alleged incident	
If name unknown please indicate reason	

First Name*		**Surname***	
Male*	☐	**Female***	☐

Address		**Date of Birth**	
		Estimated Age	
		Mobile No.	
		Telephone No.	
Eircode		**Email Address**	
Occupation		**Organisation**	
Position Held			

Relationship to Child	
Address at time of alleged incident	
If name unknown please indicate reason	

12. Name and Address of Other Organisations, Personnel or Agencies Known to be Involved Currently or Previously with the Family

Profession	**First Name**	**Surname**	**Address**	**Contact Number**	**Recent Contact** **e.g. 3/6/9 months ago**
Social Worker					
Public Health Nurse					
GP					
Hospital					
School					
Gardaí					
Pre-school/ crèche					
Other					

13. Any Other Relevant Information, Including any Previous Contact with the Child or Family

Please ensure you have indicated if this is a mandated report in section 6.
Thank you for completing the report form.

In completing this report form you are providing details on yourself and on others. Details such as name, address and date of birth fall under the definition of 'Personal Data' in the Data Protection Acts, 1988 & 2003. Tusla has a responsibility under these Acts in its capacity as a Data Controller to, amongst other things, obtain and process this data fairly; keep it safe and secure; and to keep it for a specified lawful purpose. That purpose is to fulfil our statutory responsibility under the Child Care Act 1991 to promote the protection and welfare of children. Tusla may, during the course of the assessment of this report disclose such Personal Data to other agencies including An Garda Síochána. Further details about Tusla's responsibilities as a Data Controller and your rights as a Data Subject can be found on our website, www.tusla.ie. As you are providing Personal Data on others, you are a Data Processor. We ask that you only provide those details that are necessary for the report and that you keep this report and the Personal Data contained in it secure from unauthorised access, disclosure, destruction or accidental loss.

14. For Completion by Tusla Authorised Person on Receipt of Report

Report Received by					
First Name		**Surname**		**Date**	

Mandated Report Acknowledgement by					
First Name		**Surname**		**Date Sent**	

Authorised Person Signature*	
Date*	

Child Previously Known	Yes	☐	No	☐

Allocated Case No	

Appendix 7

Medical Consent Form

CLUB NAME: _____

Parent/Guardian Medical Consent Form

Name of Athlete: ……..

Address:

……

……..

.....

Date of Birth: ……..

Parent/Guardian Contact Tel. Number: ……..

Parent/Guardian Alternative Tel. Number: ……

Club: ……..

Medical Information:

Any specific medical requirements?

……

……

……

……

Allergies

……

……

…

Medications

……

……

…

In the event of a medical emergency, I/We authorise the Football Association of Ireland's nominated Event Leader to consent to emergency medical treatment as may be deemed necessary on appropriate professional medical advice.

Signed (Parent/Guardian):……

Please print name:……..

Date:……

Appendix 8

Sample Accident/ Incident Report Form

CLUB NAME: ……

Accident/Incident Report Form (Please use block capitals or type this form)

Name of person completing this form:	
Title/Role:	
Address:	
Tel:	
Mobile:	

Accident Details

Date and time:	
Venue:	

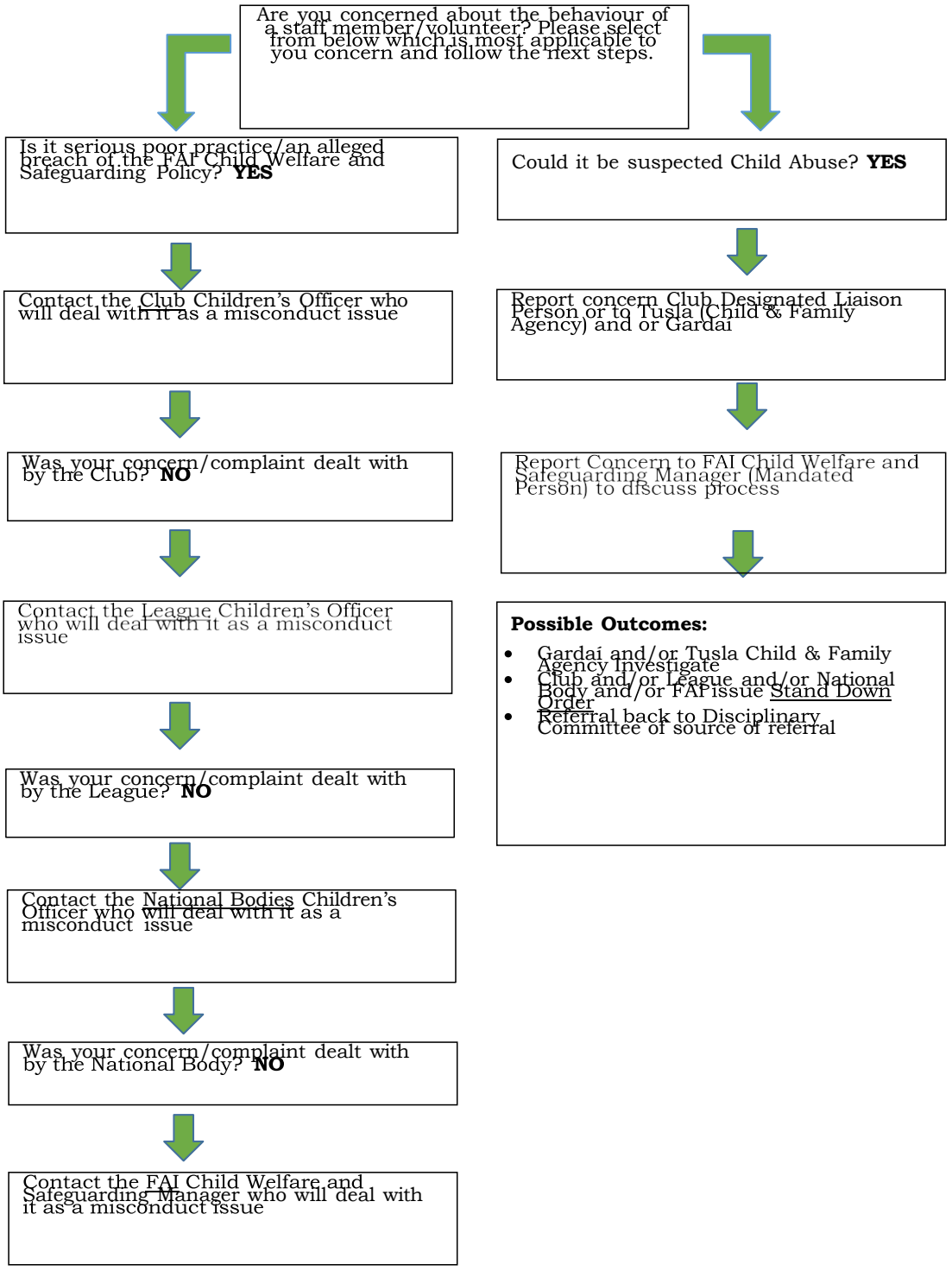
Name of injured person:	
Details of injury:	
Any Further Comments:	
Witness 1 Contact Details:	
Witness 2 Contact Details:	

Signature: _____

Date: _____

Appendix 9

Concern and Complaint Procedure



Appendix 10

Concerns/ Complaint Policy

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Glossary

- **Affiliated Member** of the Association shall mean all National Bodies, Provincial Associations, leagues, clubs and AGM Members who have affiliated directly to the FAI or to their respective governing body.

  Children, **Child** or **Young Person** shall mean a person under the age of 18 other than a person who is or has been married.

- **Clubs/League Children's Officer** shall mean the person who the Child welfare day to day functions are delegated to. Their remit shall be a key component of the Safeguarding Statement and they shall be the Relevant Person for the Child Safeguarding Statement.

- **Designated Liaison Person** shall mean the person who is responsible for ensuring that reporting procedures within the Club/League are followed so that child welfare and protection concerns are referred promptly to Statutory Authorities and will also liaise with outside agencies. Additionally, they will be a resource person to any employee or volunteer who has child protection concerns.

- **Executive Committee** shall mean the Committee of the Affiliated Member responsible for the day to day running of the Affiliated Member.

- **Incident Form**- Shall mean the document which should be completed when making a report of poor practise.

- **National Body** shall mean the Colleges Football Association of Ireland (CFAI), Defence Forces Football Association (DFFA), Football Association of Ireland Schools (FAIS), Football For All (FFA), Irish Soccer Referees Society (ISRS), Irish Universities Football Union (IUFU), Junior Council and the Schoolboys Football Association of Ireland (SFAI).

- **Provincial Associations** shall mean the Connaught Football Association (CFA), Leinster Football Association (LFA), Munster Football Association (MFA) and Ulster Football Association (UFA).

- **Reporting Form** shall mean the document which should be completed when making a report of Child abuse.

- **Stand Down Order** shall mean an order which is issued to any person who is the subject of a complaint or inquiry by a Statutory Authority in relation to any Child welfare or Vulnerable Person concern. A Stand Down Order is issued to an individual to immediately refrain from particular activities within the FAI for a specified or indefinite period pending the outcome of an enquiry or investigation in accordance with FAI Rules.

- **Statutory Authorities** shall mean those state bodies which promote the welfare and protection of Children and Vulnerable Persons and have a legal responsibility for the investigation and/or validation of suspected abuse, and these include An Garda Síochána, the Health Service Executive and the Child and Family Agency (Tusla) and any other authority as may be appropriate from time to time.

- **The Policy** shall mean this FAI Concerns / Complaints Policy.

- **Vulnerable Person** means a person, other than a Child, who—
  (a) is suffering from a disorder of the mind, whether as a result of mental illness or dementia,
  (b) has an intellectual disability,
  (c) is suffering from a physical impairment, whether as a result of injury, illness or age, or
  (d) has a physical disability,

  which is of such a nature or degree—
  (i) as to restrict the capacity of the person to guard himself or herself against harm by another person, or
  (ii) that results in the person requiring assistance with the activities of daily living including dressing, eating, walking, washing and bathing.

Please note- within the Policy where Child/Children is referred to there may be occasions when it may also be applicable to Vulnerable Persons.

Introduction

1.1. This document is written to provide clear and unambiguous procedures for responding to cases of suspected poor practice and/or abuse. It aims to set out guidelines and procedures on how to take action if there are any concerns about a Child's or Vulnerable Person's safety and welfare, for those working in a voluntary or paid capacity with Children or Vulnerable Persons within the game.

1.2. There is a responsibility on all volunteers/ staff within the game of Association football in Ireland to protect Children, Young Persons and Vulnerable Persons and report suspected abuse so that the Statutory Authorities can investigate. However, it is important to distinguish between poor practice and abuse.

1. What is Poor Practice?

1.1. Incidents of poor practice occur when the needs of Children or Vulnerable Persons are compromised. Examples of poor practice are likely to be once off incidents and these might include but are not limited to:

1.2. Coach

(i) Giving preferential treatment to individuals and unfairly rejecting others (e.g. singling out and only focusing on the talented Children and failing to involve the full squad).
(ii) Giving preference to winning games over Children's development, participation and satisfaction.
(iii) Encouraging Children to play while injured.
(iv) Using inappropriate language, gestures or comments to motivate Children or provoke a reaction.
(v) Delivering a coaching session alone, without another responsible adult present.
(vi) Not paying due care and attention to the Children taking part in the training session or game.
(vii) Failing to recognise and applaud a Child's efforts to make improvements to their game.
(viii) Coaching alone when their own child is part of the team.
(ix) Entering the field of play as a coach/manager when their own child is involved in an on-fieldincident.

1.3. Parent / Guardian

(i) Placing too much pressure on their Child to perform to a high standard and win games.
(ii) Criticising their Child's performances instead of highlighting the positives of their game and where improvements were made.
(iii) Failing to ensure that their Child is appropriately dressed for the weather conditions.

(iv) Making derogatory comments about their Child, or another Child during a game or training session.
(v) Failing to bring their Child to training on time, or collect them promptly at the end of the session.

1.4. Supporters

(i) Using inappropriate language towards Children, coaches, referees or other supporters.
(ii) Making inappropriate comments about the performance of Children, coaches or referees.
(iii) Entering the field of play during a match or training session without being asked to do so.

1.5. The Club

(i) Failing to provide adequate safeguarding arrangements for the Children in their care.
(ii) Failing to implement FAI Rules on the protection and welfare of Children, the FAI Child Welfare Policy and other supporting documents.
(iii) Placing undue pressure on a coach or team of Children to win games or competitions.
(iv) Allowing poor practice to go unreported (e.g. a coach who ridicules and criticises Children who make a mistake during a match).
(v) Failing to create an environment that encourages player development and enjoyment over winning games and trophies.
(vi) Failing to provide appropriate safeguarding education for their coaches and members.
(vii) Not having procedures in place to ensure a parent/guardian does not coach their own child's team alone and that they do not enter the field of play as the coach or manager when their own child is involved in an on-field incident.

1.6. General

(i) Shouting at or ridiculing Children when they make a mistake. Children should be given the opportunity to learn from their mistakes and develop.
(ii) Allowing Children to use inappropriate language unchallenged.
(iii) Placing Children in potentially compromising and uncomfortable situations with adults.
(iv) Ignoring health and safety guidelines (e.g. allowing Children to set up goal posts unsupervised by adults).
(v) Failing to adhere to the club's codes of practice.

1.7. Points to remember

(i) Judgement about whether an incident is one of Child abuse or poor practice may not be possible at the point of referral, but only after the collation of relevant information.
(ii) The majority of poor practice concerns should be dealt with directly by the club in the first instance. Please refer to Section 3 for guidance on how to deal with an example of Poor Practice.

2. How to Deal with Alleged Poor Practice

2.1. Where alleged poor practice has been identified or reported, it must be dealt with in a fair and impartial manner. All information should be treated in the strictest of confidence, in accordance with procedures concerning confidentiality outlined in the FAI Child Welfare and Safeguarding Policy.

2.2. When an example of alleged poor practice is reported, it should be dealt with on a case by case basis. The following steps provide guidance as to how a complaint of poor practice could be handled:

(i) Alleged poor practice is observed and/or reported. This information is then passed on to the Children's Officer.
(ii) Initial assessment is carried out by the Children's Officer who should collate all information / reports and record what action has been initially taken, if any.
(iii) Inform the person(s) against which the report of alleged poor practice has been made and offer them the opportunity to respond.
(iv) The Children's Officer should then record what the next step will be and if any other parties need to be approached to collect information or reports from.
(v) If information needs to be collected from Children this should be done in the presence of their parents or guardians. Collecting information from Children should only occur where necessary.
(vi) All information should be treated in the strictest of confidence, in accordance with procedures concerning confidentiality outlined in the FAI Child Welfare and Safeguarding Policy.
(vii) If the accused agrees that poor practice has taken place, they may be subject to an appropriate sanction. The matter should be referred by the Designated Liaison Person and / or Children's Officer to their Executive Committee for review. On assessment, the Executive Committee may refer the matter to an appropriate disciplinary body. This should be the body to which the matter was reported and if investigated in full no referral to a higher body is warranted.
(viii) If the alleged poor practice is disputed, the Designated Liaison Person and / or Children's Officer must refer the matter to their Executive Committee for review. On assessment, the Executive Committee may refer the matter to an appropriate disciplinary body. This should be the body to which the matter was reported and if investigated in full no referral to a higher body is warranted.
(ix) Should a disciplinary hearing be required, the panel should be impartial consisting of at least 3 members. All parties should be provided with the opportunity to make further oral and / or written submissions.
(x) Should the alleged poor practice relate to an individual that is under 18 years of age, **no meetings should be held with that person without the presence or permission of a parent / guardian**. If a parent or guardian cannot attend then a coach chosen by the parents can attend in their place.

(xi) All parties should be informed of the decision of any such investigation or disciplinary hearing in **writing** as soon as possible on completion of same.

Note: If a party feels that the alleged Poor Practice has not been investigated in full, they should refer the matter to the appropriate Affiliated Member as outlined in the FAI Concern / Complaint Procedure (please see Appendix 1), for example, Club to League, League to National Body/Provincial Association, National Body/Provincial Association to FAI.

3. Possible Sanctions Involving Poor Practice

3.1. If there is cause to believe that poor practice has occurred, a sanction proportionate to the offence should be applied. Some examples of possible sanctions are likely to be, but are not limited to:

3.2. Coach

(i) Issued with a verbal and / or written warning and warned as to their future conduct.
(ii) Required to re-attend an FAI approved Safeguarding course.
(iii) Required to step aside from duties for a specified period of time, or permanent removal.
(iv) Asked to work alongside a more experienced coach to ensure best practice is followed at all times.
(v) Monitored by a nominated person as directed by the appropriate Committee.

3.3. Parent / Guardian and Supporters

(i) Issued with a verbal and / or written warning and warned as to their future conduct.
(ii) Asked not to attend training sessions and / or games for a period of time, or permanent removal.
(iii) Required to attend an FAI approved Safeguarding 1 course.
(iv) Suspended from club and have club membership removed.

Note: Any suspension / removal of a parent / guardian **should not** impact the involvement of the Child. Drop off and collection of their Child should be facilitated to allow the Child attend training and matches.

3.4. The Club

(i) Issued with a verbal and / or written warning and warned as to their future conduct.
(ii) Required to attend an FAI approved Safeguarding 2 or 3 course as appropriate to the role.
(iii) If a complaint of poor practice concerns a member of the Executive Committee, they may be asked to step down from their role for a specified period of time, or permanent removal.
(iv) Required to comply with recommendations concerning safeguarding practices from a higher body.

4. Child Abuse

4.1. Concerns identified as Child abuse will fall within the following categories:

(i) Physical Abuse

(ii) Neglect

(iii) Sexual Abuse

(iv) Emotional Abuse

(v) Bullying

Note: Further information on each form of abuse can found in the FAI Child Welfare and Safeguarding Policy.

4.2. Grounds for Reasonable Concern

There are a number of indicators of abuse / suspected abuse, which include but are not limited to:

(i) A direct disclosure / indication from a Child that they are / have been abused.
(ii) An account or report by a person who saw the Child being abused.
(iii) Consistent indication, over a period of time that a Child is suffering from abuse as defined in the FAI Child Welfare and Safeguarding Policy.
(iv) Evidence, such as an injury or behaviour which is consistent with abuse and unlikely to be caused another way.
(v) A sudden change of temperament and / or personality in the Child.
(vi) Corroborative indicators supporting a concern e.g. pattern of injuries, an implausible explanation, other indicators of abuse, dysfunctional behaviour.

If you have any concerns you should discuss these with the Designated Liaison Person in your organisation. At any time, you can consult informally with Tusla (Child & Family Agency) if you have a concern.

Note: For more information on recognising child abuse, please refer to the FAI Child Welfare and Safeguarding Policy.

4.3. How to Respond to a Disclosure from a Child

Should a Child make a disclosure, the following points should be considered:

(i) At all times, take the Child seriously.
(ii) Questions should be kept to a minimum. Your role is to listen, not to interview.
(iii) Praise the Child and assure them they have done the right thing.
(iv) Stay calm and do not react emotionally.
(v) Do not make any judgemental statements about the alleged abuse or abuser.

(vi) Do not promise to keep the information a secret, but reassure the Child that any sharing of information will be to protect them.
(vii) Record exactly what has been said as soon as possible in line with recording procedures (Please see Appendix 2).
(viii) Explain to the Child what will happen next.
(ix) All information should be treated in the strictest of confidence, in accordance with procedures concerning confidentiality outlined in the FAI Child Welfare and Safeguarding Policy.

5. Reporting

5.1. If a report of poor practice is made it should be recorded using the Incident Form in Appendix 2. This report should be submitted to the Children's Officer. A record should be kept of when the report was made, to whom and any response(s) received. For the avoidance of doubt, the person completing the Incident Form may in fact be the Children's Officer.

5.2. If the report of Child abuse is made it should be recorded using the Reporting Form in Appendix 3. This report should be submitted to the Designated Liaison Person. Reporting procedures are detailed within Section 5 of the Child Welfare and Safeguarding Policy should be followed.

5.3. In cases which are deemed to be poor practice, they should be dealt with in accordance with Section 3 of the Policy.

5.4. In cases which are deemed child abuse they should be dealt with as follows:

(i) Anyone can report a concern about a child. If you have any concerns about a child you should report it to the Child and Family Agency (Tusla).
(ii) A report can be made in person, by telephone or in writing to the Child and Family Agency (Tusla).
(iii) The Reporting Form should also be completed and submitted immediately to the Designated Liaison Person for your organisation, where appropriate.
(iv) This report must also be forwarded to a Duty Social worker in the Child and Family Agency (Tusla) in the area where the child lives.
(v) To access the contact details of a Duty Social worker you will need to log onto www.tusla.ie, select 'Get in Touch', select 'Duty Social Work Teams'.
(vi) If the Designated Liaison Person is unsure whether reasonable grounds for concern exist, they should informally contact the Child and Family Agency (Tusla) who will advise whether or not the matter requires a formal report.
(vii) If a child is in danger outside of office hours for the Child and Family Agency (Tusla) you need to contact the Gardaí.

Note: In the event that the Designated Liaison Person decides that they do not have reasonable grounds for reporting any concerns - individuals are free to consult with, or make a report (formal or informal) to the Statutory Authorities themselves. More detail on reporting cases of Child Abuse can be found in the FAI Child Welfare and Safeguarding Policy 2018.

6. Stand Down Order

6.1. Any persons under investigation by a Statutory Authority must be issued with a Stand Down Order in accordance with the FAI Child Welfare and Safeguarding Policy.

7. Anonymous Complaints

7.1. Whilst difficult to pursue, anonymous complaints should not be ignored. Anonymous complaints should be brought to the attention of the Designated Liaison Person and / or Children's Officer and investigated in full based on the information that has been provided. The investigation should be completed without prejudice to any person and it should be explained to all parties that there is an obligation to investigate all matters reported. Where necessary, having carefully considered all of the facts, a report to the Statutory Authorities may be submitted.

Appendix 11

Social Media Policy

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Glossary

Affiliated Member of the Association shall mean all National Bodies, Provincial Associations, leagues, clubs and AGM Members who have affiliated directly to the FAI or to their respective governing body.

Board shall mean the Board of Management of the FAI.

Child Welfare and Safeguarding Committee shall mean a Committee of the FAI.

Children, Child or Young Person shall mean individuals under the age of 18 other than a person who is or has been married.

Clubs/League Children's Officer shall mean the person who the Child welfare day to day functions is delegated to. Their remit shall be a key component of the Safeguarding Statement and they shall be the Relevant Person for the Child Safeguarding Statement.

Designated Liaison Person shall mean the person who is responsible for ensuring that reporting procedure within the Club/League are followed so that Child welfare and protection concerns are referred promptly to Statutory Authorities and will also liaise with outside agencies. Additionally, they will be a resource person to any employee or volunteer who has Child protection concerns.

National Bodies shall mean the Colleges Football Association of Ireland (CFAI), Defence Forces Football Association (DFFA), Football Association of Ireland Schools (FAIS), Football For All (FFA), Irish Soccer Referees Society (ISRS), Irish Universities Football Union (IUFU), Junior Council and Schoolboys Football Association of Ireland (SFAI)

Provincial Associations shall mean the Connaught Football Association (CFA), Leinster Football Association (LFA), Munster Football Association (MFA) and Ulster Football Association (UFA).

Social Media shall mean any form of electronic communication through which users share information, ideas, personal messages, and other content.

Stand Down Order shall mean an order which is issued to any person who is the subject of a complaint or inquiry by a Statutory Authority in relation to any Child welfare or Vulnerable person concern. A Stand Down Order is issued to an individual to immediately refrain from particular activities within the FAI for a specified or indefinite period pending the outcome of an enquiry or investigation in accordance with FAI Rules.

Statutory Authorities shall mean those state bodies which promote the welfare and protection of Children and Vulnerable person and have a legal responsibility for the investigation and / or validation of suspected child abuse, and these include An Garda Síochána, the Health Service Executive and the Child and Family Agency (Tusla).

The Association or **the FAI** shall mean the Football Association of Ireland.

The Policy shall mean this FAI Social Media Policy.

Vulnerable Person means a person, other than a Child, who—

(a) is suffering from a disorder of the mind, whether as a result of mental illness or dementia,
(b) has an intellectual disability,
(c) is suffering from a physical impairment, whether as a result of injury, illness or age,
(d) has a physical disability,

Which is of such a nature or degree:

iii. As to restrict the capacity of the person to guard himself or herself against harm by another person, or
iv. That results in the person requiring assistance with the activities of daily living including dressing, eating, walking, washing and bathing.

Please note- within the Policy where Child/ Children is written there may be occasions when it may also be applicable to Vulnerable Persons.

1. Policy statement

1.1 The Football Association of Ireland (the "FAI") understands that the use of Social Media helps promote football in the Republic of Ireland if used appropriately. The Policy outlines the standards the FAI requires when using Social Media.

2. Who is covered by the Policy?

2.1 The Policy is applicable to all individuals working / volunteering within the game of Association football in the Republic of Ireland.

3. The scope of the Policy

3.1 The Policy is established to ensure the interests of Children, Young Persons and Vulnerable Persons participating in football is of paramount importance.

3.2 The Policy is also to ensure all Affiliated Members are aware of the negative impact social media can have on our all members and give guidance on how to avoid them.

3.3 Breach of the Policy may be dealt with using the disciplinary procedures which apply to each organisation and, in serious cases, may be treated as gross misconduct leading to a Stand Down Order, ban from membership of the FAI and / or dismissal.

3.4 The Policy is approved by the Board of the FAI. Proposals for additions and / or amendments to the Policy are considered by the Child Welfare and Safeguarding Committee on an ongoing basis.

4. Responsibility for implementation of the Policy

4.1 The FAI and each Affiliated Member has overall responsibility for the effective operation of the Policy.

4.2 Each individual is responsible for their own compliance with the Policy and for ensuring that it is consistently applied.

5. Personal use of Social Media sites

The FAI respects your right to use Social Media for personal use however it is important to be mindful of the impact Social Media can have on others. The following conditions must be met for personal use to continue:

(i) You are responsible for your conduct when using any form of Social Media.

(ii) Your personal views should not conflict with your existing role in football. You should be aware that what you publish will be public for many years.

(iii) Be mindful of the impact your contribution might make to people's perceptions of the FAI and its Affiliated Members.

6. Using Social Media

6.1 When making use of any Social Media platform, you must read and comply with its terms of use.

6.2 Do not upload, post or forward any content belonging to a third party unless you have that third party's consent. For example, don't discuss colleagues, competitors, coaches and / or players without their prior approval.

6.3 Avoid publishing your contact details where they can be accessed and used widely by people you did not intend to see them, and never publish anyone else's contact details.

6.4 Do not engage with irate players, parents or coaches on a public forum. Organise a meeting to allow all parties to discuss possible outcomes.

6.5 If you are a manager, coach, club official, referee or medic you should not:

(i) accept any player or referee who is under 18 as a friend on your personal Social Media page.
(ii) communicate with any person under 18 through Social Media, text message, phone or email.

6.6 All communications concerning under 18's should be made through parents / guardians. It is important to ensure all communications relate to specific club matters e.g. fixtures, training etc.

7. Setting up and running a Social Media page

7.1 Do not use personal details to set up your organisations Social Media page. You should for example use the organisations email address. All account log in details should be kept safe and secure to avoid possible hacking.

7.2 When setting up an email address and / or Social Media page for your organisation (for example, a club web-site), it should be accessed by at least three administrators. These administrators should be responsible for up-loading content and monitoring posts on the site. If any of these administrators or any other person are behaving inappropriately their access should be removed immediately.

7.3 It is important to ensure everyone within your organisation is aware of who is administering your Social Media page(s).

7.4 Each administrator should be familiar with the privacy and safety settings on their Social Media page to ensure it is for use by your organisation only.

7.5 Do not accept anyone under the age of 13 on your Social Media page. Report underage users to the Child's parents or the Social Media outlet.

7.6 Any user under the age of 18 looking to join your Social Media page should have provided written parental / guardian consent in advance.

7.7 No images or personal information of under 18's should be posted online without prior written consent from each parent / guardian. It is critical that no user is asked to post any personal details of under 18's as certain information could be used to identify or locate them.

7.8 To avoid any inappropriate material appearing on your Social Media page you should enable the appropriate privacy settings. This will allow you to manage the content on your Social Media page to avoid any distress or reputational damage.

7.9 The content on your page should be accurate and up to date and any material that is no longer required should be removed.

7.10 Any inappropriate use, such as bullying, is strictly prohibited and should be reported to the Children's Officer within your organisation.

7.11 Misuse of Social Media, in certain circumstances, constitute a criminal offence and suspicious behaviour towards under 18's should be reported to the Statutory Authorities.

7.12 If you are unsure about something you are about to post, then you should not do it. Always consider who will be able to view it and if in doubt, always discuss it with the Children's Officer within your organisation.

8. Photography & Filming

8.1 There are inherent risks in posting personal information about Children or Vulnerable Persons as it can lead to being able to identify the them and their location, or it is possible that images may be subject to inappropriate use. When posting photographs or videos the following points should be considered:

(i) At the start of each season it is essential that written consent is received from every Child's parent / guardian before any photography or filming takes place. This should be obtained using an appropriate consent form.

(ii) Children's names or additional detailed information about them **must not** accompany any image or video. Before up-loading any images or videos of Children, written consent **must** be received from each parent / guardian.

(iii) Any person filming or taking photographs **must** be Garda vetted and have completed a relevant FAI approved Safeguarding 1 basic awareness training course.

(iv) If a Child within your organisation is under a court order or is in the care of the Child & Family Agency (Tusla) / HSE, their image **must not** be placed in the public domain.

(v) Ensure that Children are appropriately dressed and only allow images to be taken on the field of play. Photographing / filming **must not** take place in areas of personal privacy such as, changing rooms, showers, toilets and bedrooms.

(vi) Camera phones **should never** be allowed into Children's changing rooms, showers or toilets.

(vii) If an individual who is engaged in filming / photography presents a serious concern or an immediate danger, please report the issue to your local Garda station or Tusla.

8.2 If parents / guardians, professional photographers or other spectators are intending to photograph or video at an event they should also be made aware of the Policy.

8.3 Specific details concerning the Policy in relation to photography and filming should, wherever possible, be published prominently and must be announced over the public-address system, prior to the start of an event.

8.4 Organisations **must never** allow unsupervised access to Children, one to one photo sessions or photo sessions outside the event or at a Child's home.

Football Association of Ireland
Sample Child/Young Person Social Media Consent Form

Organisation Name: _____

Child's Name:_____

In accordance with the FAI Social Media Policy, (*insert organisation name*) will not permit personal details, photographs or videos of children to be taken without the consent of their parents / guardians.

If at any time, the child or parent / guardian wishes images or their details to be removed from (*insert organisation name*) social media page(s) the administrators should be contacted as per the FAI Social Media Policy. This information should be removed within seven days.

To be completed by parent / guardian: □ I consent to (*organisations name*) using my child's name on social media. □ I consent to (*organisations name*) taking photographs or videoing my child. □ I confirm that I have been made aware of how the organisation will use these images o videos and how these images or videos will be stored within the organisation. □ I confirm that I have read, or been made aware of the FAI Social Media Policy. □ I confirm that my child is not subject to family, care or legal proceedings.	
Signature of parent / guardian:	
Print name of Parent / Guardian:	
Date:	
To be completed by the Club Chairman	
Signature of Club Chairman:	
Print name of Club Chairman:	
Date:	

Football Association of Ireland

Sample Social Media Consent Form

Organisation Name: _____

Person's Name: _____

In accordance with the FAI Social Media Policy, (*insert organisation name*) will not permit personal details, photographs or videos to be taken without the consent of the individual.

If at any time, the individual wishes images or their details to be removed from (*insert organisation name*) social media page(s) the administrators should be contacted as per the FAI Social Media Policy. This information should be removed within seven days.

To be completed by the individual: ☐ I consent to (*organisations name*) using my name on social media. ☐ I consent to (*organisations name*) taking photographs or videoing me. ☐ I confirm that I have been made aware of how the organisation will use these images or videos and how these images or videos will be stored within the organisation. ☐ I confirm that I have read, or been made aware of the FAI Social Media Policy.	
Signature of Individual:	
Date:	
To be completed by the Club Chairman	
Signature of Club Chairman:	
Print name of Club Chairman:	
Date:	

Appendix 12

Support Guidance for Children with Additional Needs and Vulnerable Persons.

The Football Association of Ireland (FAI) is committed to safely involving all children, young people and adults in football who want to play – this includes children who have additional needs and Vulnerable Persons. This is in line with Article 30 of the UN convention.

These support guidance notes will help Coaches, Clubs and Leagues support these players in football. It will enable them to be safely involved, however it is important these guidance notes are read alongside the other FAI policies and procedures including but not limited to; The Child Welfare and Safeguarding Policy and the Concern/Complaint Policy.

If you have players who have additional needs or are defined as a vulnerable person at your club, the club may need to make reasonable adjustments to help them play or volunteer. This may be possible with a little extra support, preparation and understanding.

How will you know if a player needs extra support and preparation?

It is not always easy to know if a child or vulnerable person has additional needs, sometimes it can be 'invisible', for example Attention Deficit Hyper Active Disorder (ADHD), Autistic Spectrum Disorder (ASD), Developmental Coordination Disorder/Dyspraxia, colour blindness and epilepsy. Also, it can be 'visible', such as Down's syndrome or reduced mobility. Many parents/carers will be comfortable sharing information about their child with the club. However, in some cases, parents/carers and children might prefer that others do not know or feel unsure about talking about it. Some parents/carers are afraid the player may be excluded if they tell you and some parents/carers may not be fully aware of their child's, additional needs. It is important that the Club follows a process for including children with additional needs and vulnerable persons and a positive attitude as this will help parents/carers, children and vulnerable persons be open about any supports they may need.

Registration-Start as you mean to go on!

When the player registers with the Club it is best practice to complete a registration form. Parents, carers or the player should share enough relevant information with the Club to help you include and safeguard the player and should also update the Club if things change.

To maximise the potential for parents/carers to fill out all aspects of the registration form as accurately as possible, it is important that the Coach/Club representative talks through the form first and reassures them that the information shared will be used to maximise their player's potential and to ensure that the club has all the relevant information to be able to best put in place any supports that their player may need.

Do:

- Get full registration details of player
- Complete additional Football for All passport if needed (FAI Resource)
- Arrange meeting with parents, carer and coach and/or parents, player and coach - understand their abilities and goals and never assume.
- Develop training plan for player
- Regular reviews with parents, carers and players (if appropriate) on players progress
- Adjust plan following reviews if needed

It is never too late to ask for help or advice or a chat or to review how best to support the player. Clubs may also wish to speak with specific organisations such as the organisations listed on pages 5-6 of these guidance notes.

What do we need to know?

This will depend on the player but the registration form and Football For All passport will guide you through important information regarding communication, sensory needs such as vision and hearing, physical health and behaviour.

It might be helpful to ask how the player responds to:

- Noise/large crowds
- Different places
- New people.
- Sometimes children, young people and vulnerable persons find change difficult and away games may mean they need some extra support or additional information in advance.

It will be the parents/ carers or the player themselves who knows best know how the player can be supported. Therefore, it is really important to build a relationship with the parents/ carers and the player and ask for information, help or advice from them. It will also be important to reassure the player and their parent/carer that the information is kept confidential and only shared with people who need to know.

It is best practise to have a session plan so everyone knows how to support and coach the player. Examples of what might be entailed is signs that s/he may be feeling tired or unwell or not coping with the demands of the training/game. This can be part of a "what if" plan and some examples of solutions as part of this plan might be:

- Frequent roll on/roll off substitutions
- Change of position
- Time out
- Extra recovery time between training activity
- Other adjustments that bring out best in the player

Communication

Communication is key to making good players and teams. Children with additional needs or vulnerable persons may need extra help to understand what they need to do and the whole team may need tips on communicating with each other so they can play well. Sometimes the tips will be really simple

Examples of Good Practice:

- If the player has an Autistic Spectrum Disorder
    - use clear and simple language,
    - speak directly to the player and
    - use their name to get their attention before speaking.

    - Try not to use ‘negatives’ such as ‘don’t pass the ball’ as the player may only understand ‘pass the ball”.
- Where a player uses Makaton, lámh or Irish Sign Language you may need to involve a parent/carer or to seek help from a disability expert to learn how best to communicate.
- If a player has ADHD they may need to be reminded of the task and have things repeated as they may be distracted by another sound or activity that’s going on.
- If a player has a visual impairment or is deaf/hard of hearing explore with the player and their parent/carers to find out how best to support them.
- It is fine to ask the parents/carer to stay at training or games until you feel confident about including the player safely.

Physical Health

Not all players will have physical health needs but if they do it will be helpful to have this information in the coach/player/parent/carer action plan. This might need to be followed if the player is unwell or simply to check what impact exercise has on the player.

Examples of good practice are:

- Do they need extra breaks?
- Do they need extra fluids?
- Are there certain activities they need to avoid?
- Are time limits to be applied?
- It is ok to ask the parents to stay at training or games until you feel confident about including the player safely.

Remember it will also be important to reassure the player and their parent/carer that the information is kept safe and only shared with people who need to know

Challenging Behaviour

From time to time members of staff and volunteers delivering football to children/vulnerable persons may be required to respond to a player’s behaviour that they find challenging. These guidelines aim to promote good practice which can help support players to manage their own behaviour. Clubs may want to engage with their Club Children’s Officer and/or coaching or disciplinary committee for support or guidance on specific incidents. Or seek support from their local league.

Staff, volunteers, players and parents / carers should be involved in developing an agreed statement of what constitutes acceptable and unacceptable behaviour, such as the players code of conduct.

In dealing with players who display risk-taking or unacceptable behaviours, away from in a game situation, members of staff and volunteers might consider some the following strategies, however please note this list is not exhaustive:

- Time out - from the activity, group or individual work- this is to be used as last resort and only if the player is risk to themselves or others or they want a break.
- Making up - the act or process of making amends.
- Behavioural reinforcement – rewards and praise for good behaviour, consequences for negative behaviour- e.g. missing an activity or trips (use consequences sparingly and only when their behaviour is a risk to themselves or others).
- Calming the situation - talking through with the players.
- Increased supervision by members of staff/ volunteers or parents/carers.
- Use of individual 'contracts' or agreements for their future or continued participation.

It is important to remember to avoid the use of strategies such as ignoring the player or shouting at the player and the use of physical restraint/removal. Physical restraint/removal should only be used in serious circumstance where a player is a threat to themselves or others. Members of staff and volunteers should review the needs of any player for whom consequences are frequently imposed. This review should involve the player and parents/ carers to ensure an agreed decision is made about the player's future or continued participation in the group or team. Whilst it would always be against the wishes of everyone involved in the FAI, ultimately, if a player continues to present a high level of risk or danger to him or herself, or others, he or she may not be able to continue participating. (See Flow Chart at the end of the document)

Does a Club need extra safeguards?

Children with additional needs and vulnerable persons are more vulnerable to poor practice and abuse (Please see the Child Welfare and Safeguarding policy for further information).

It is sometimes hard for them to acknowledge poor practice or abuse, this can lead to the issue not being reported. They can often be isolated, more likely to be bullied and sometimes their disability may be used as an excuse to explain injuries. The player may not recognise abuse, they may be used to receiving personal care (such as being dressed or bathed) and not realise when touch is inappropriate or they may find people do not listen or believe them when they try to disclose. Some players struggle to understand 'social interactions' and may not realise that someone is behaving in a way that is not appropriate. For these reasons, it is important that Clubs follow all the policies and procedures which help safeguards such as the Child Welfare and Safeguarding Policy, the Safe Recruitment Practises, and the Social Media Policy.

In Summary

- Be positive – aim high
- Celebrate success
- Ask the player/or parent/ or carers if you are not sure about something
- Have plans for players with known needs

- Make sure you understand the players communication needs
- Use clear and plain language
- If the player signs (Irish Sign Language) find out who can stay and help who also signs or proactively learn some basic football relevant sign language or use of visual cues such as image or cue cards.
- Think broadly about players and how you assist their development, for example a player who is colourblind or a player with autism may benefit from very simple adjustments to the colours of the cones or bibs.
- Plan carefully for dressing and changing and transporting if the players needs extra help
- Have enough helpers- you may need more than usual if the players needs extra support
- Learn to recognise the signs that a player is becoming stressed or aggravated and have a "what if" plan ready such as roll on and roll off substitution and time out off the pitch to allow the player some time to unwind and prevent disciplinary incidents.
- Within your Club house, publications, website and social media have positive images of children, young people and vulnerable persons – this helps build a welcoming feeling for players.
- Have a very clear anti bullying position that does not allow banter or teasing about disability or any other differences.
- Ensure all players sign the 'Player Code of Conduct'. You may need to take time explaining what this means and perhaps use pictures to help explain what is 'Acceptable' and 'Not Acceptable'.
- Clearly identify who players can to go to if they have any concerns, worries or are upset.
- Remind everybody about 'touch'- some players may be very affectionate or perhaps frightened of touch so it's very important to know the player. Make sure any touch is safe and appropriate.
- Follow the FAI's social media policy - some children with additional needs and vulnerable persons have less understanding of boundaries and relationships so it's very important to stick to the guidance.
- Report concerns immediately, do not wait – you are only expressing concerns and remember – it is your responsibility to report. It might be nothing- but you might also help make the player and other children safer

Getting help and advice

There are many sources of help and advice locally and nationally

Intellectual Disability

- Inclusion Ireland

- Local Special School
- Local adult services (St. John of God's, Rehab Care. National Learning Network)
- Special Olympics Ireland
- Down Syndrome Ireland

Sensory Disabilities (Deaf/Hard of Hearing/Visual Impairments)

- Deaf Sports Ireland
- Vision Sports Ireland
- National Council for the Blind
- Deaf Hear
- Schools for Deaf and Visually Impaired (Dublin & Limerick)

Physical Disabilities

- Central Remedial Clinic
- Enable Ireland
- Irish Wheelchair Association
- Muscular Dystophy Ireland
- Association of Irish Power-chair Football
- Irish Amputee Football Association

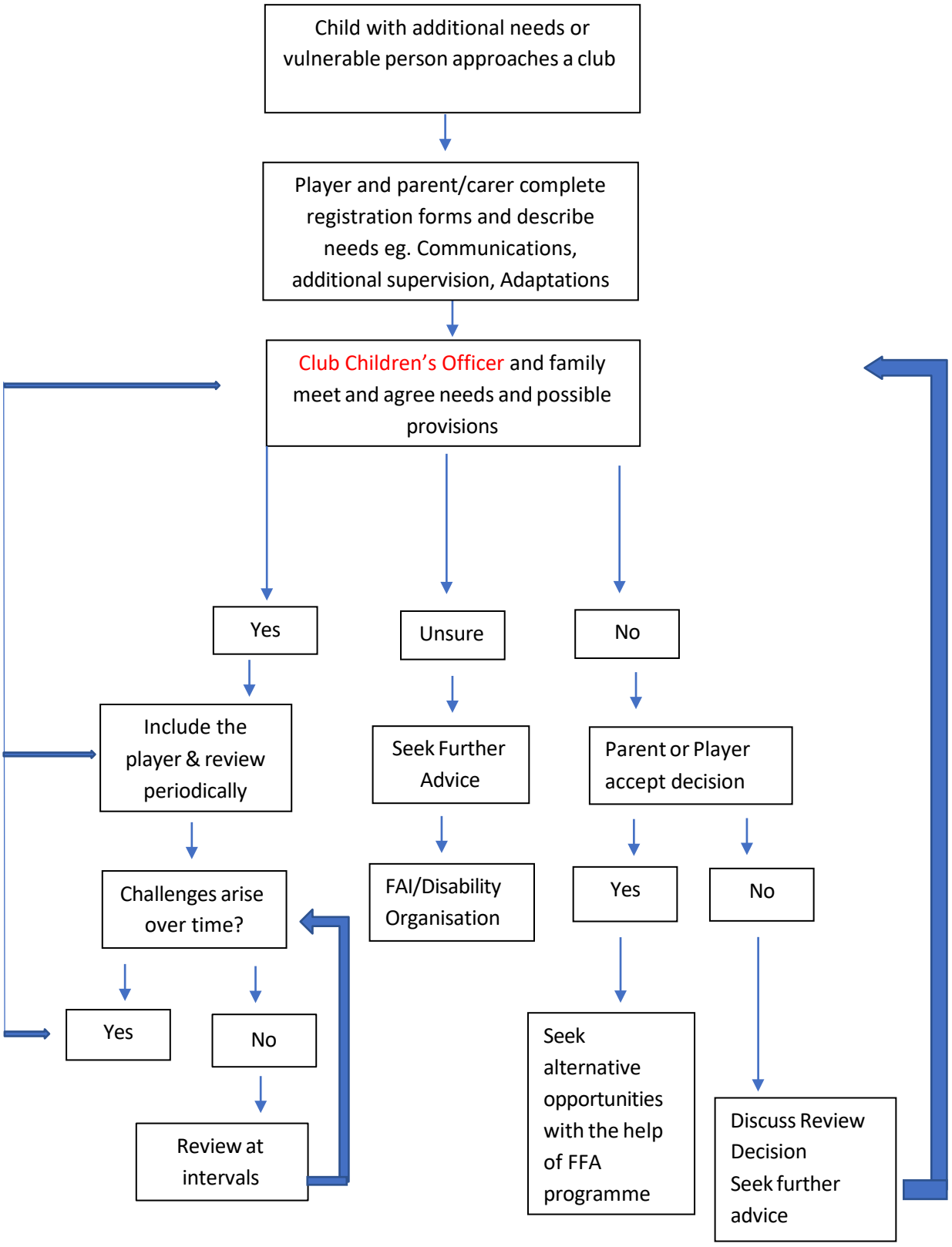
Autism & Asperger's Syndrome

- Irish Society of Autism
- Dyspraxia Ireland
- www.IamSamAslAm.ie
- Get Autism Active - https://www.getautismactive.com/

Other Supports

- Football Association of Ireland Football For All Programme
- Sports Inclusion Disability Officers within Local Sports Partnerships's
- Cara (Sport-Inclusion-Ireland)

The flow chart below is a process for including children with additional needs and vulnerable persons in a way that encourages the Club to make reasonable adjustments in an informed way.



SECTION 9
Codes of Best Practice

Section 9 – Codes of Best Practice

INTRODUCTION

The FAI lists among its objectives the promotion, development and fostering of the game of Association Football within Ireland. It also confirms its affiliation to UEFA and FIFA and its commitment to be bound by the rules of both bodies.

An essential aspect of the promotion, development and fostering of the game is the promotion and implementation of best practices and pursuits by all involved in the game at every level, permeating down through each of the affiliates, thereby ensuring that the rules of the game are upheld in spirit and in fact and that the manner in which those associated with the game do business, is a positive advertisement for the game in the wider community.

To this end the Association has endorsed the following Codes for all involved in every level of the game and has enshrined it within the rules of the FAI. The purpose of these codes is to assist in attaining the objectives of the Association, to promote and foster the continued development of right relationships between those involved in the game and to promote and safeguard a positive image for the game in the wider community.

Where it is alleged that a body, a person or persons have by virtue of an act or utterance violated any of these Codes, an injured or interested party may make a complaint pursuant to the prevailing 'Complaints' Regulation of the Regulations of the Association and the matter shall be dealt with by the relevant body. Where the complaint is upheld, the body, person or persons shall be deemed to have brought the game into disrepute.

CODE OF BEST PRACTICE FOR ADMINISTRATORS

Administrators at all levels in the game be they committee members in a league or members of the General Assembly, have a responsibility to act to uphold the highest standards of integrity within the game and to ensure that the reputation of the game and the Association and each Member is and remains beyond reproach. It is their duty to ensure that the game is run in an orderly and seemly manner, thereby encouraging the maximum levels of participation and enjoyment by all players and spectators, regardless of the level of the game at which they compete or support. It is further the duty of Administrators to ensure that the Association maximises the earning potential which the game enjoys, thereby providing the finance required to improve standards and facilities throughout the entire game.

1. An Administrator must appreciate that football is an important part of the community at large and accordingly must take into account community feelings when making decisions.
2. An Administrator must emphasise that the Association is opposed to discrimination of any form and promote whatever measures are necessary to prevent discrimination, either direct or indirect from infiltrating the game.
3. When called upon to represent the game in the wider community an Administrator should seek to promote a positive view of the game.
4. Administrators are there to firstly serve the interests of the game and not their own self interests or any particular sectional interest.
5. Administrators must be constantly mindful of the best interests of the game in the decisions they make.
6. The appropriate Administrators must ensure that monies spent in the name of the game and in the pursuit of the interests and objectives of the game are monies well spent.
7. All monies spent must be fully accounted for within the game.
8. Administrators must carry on the business of the game in a seemly and orderly fashion.
9. Meetings must be carried on in a cordial and business-like manner through the chair.
10. An Administrator must abide by the standing orders regulating the conduct of meetings.
11. It is the duty of the appropriate Administrator to ensure that a complete and accurate set of minutes is available in respect of all meetings held in the name of the game.
12. An Administrator must recognise the sense of ownership felt by those who participate at all levels in the game including players, mentors, those who help out in many different ways, those who officiate as well as supporters.

1. An Administrator must acknowledge that public confidence demands the highest standards of financial and administrative propriety within the game and accordingly shall not tolerate corruption or improper practices of any kind at any time.
2. An Administrator must seek to foster and uphold a relationship of trust and respect between all involved in the game.
3. An Administrator must abhor and reject the use of violence of any nature by anyone involved in the game.
4. An Administrator must be committed to fairness in dealing with all involved in the game.
5. An Administrator must set a positive example for others particularly players, supporters and mentors.
6. An Administrator must promote and develop the game of Association Football, having particular regard to the interest of players, supporters, mentors and the reputation of the game in Ireland.
7. An Administrator must share knowledge and experience when invited to do so, taking into account the interests of the body that has requested these rather than personal or sectional interests.
8. An Administrator must show due respect to others involved in the game.
9. An Administrator must avoid all forms of inappropriate behaviour and must be seen to challenge the use of inappropriate behaviour within the game.
10. An Administrator must refrain from making contributions to the media which are likely to lead to unfair criticism of other people within the game.
11. An Administrator must refrain from making contributions to the media which are likely to portray the game unfairly, incompletely or inaccurately.
12. Administrators must safeguard the confidentiality of information imparted to them in the exercise of their functions.
13. Administrators should promote adherence to the Code of Practice by those within the game with whom they come into contact.

CODE OF BEST PRACTICE FOR MENTORS

Managers/Coaches are key to the establishment of good practices in football. Their attitude to the game directly informs the attitude of the players under their supervision. Mentors must speak and act in a manner consistent with this reality.

1. A Mentor must respect the rights, dignity and worth of each person and treat each equally within the context of the sport.
2. A Mentor must not subscribe to the ethos of "win at all costs".
3. A Mentor must place the health, well-being and safety of each player above all other considerations.
4. A Mentor must abide by the rules of the game.
5. A Mentor must strive to develop an appropriate working relationship with each player based on mutual trust and respect.
6. A Mentor must have particular regard for the code when working with young players in the game.
7. A Mentor must not exert undue influence to obtain personal benefit or reward.
8. A Mentor must guide players to accept responsibility for their own behaviour and performance.
9. A Mentor must ensure that the activities and strategies they direct and advocate are appropriate for the age, maturity, experience and ability of players involved.
10. A Mentor must at the outset of each season, clarify with the players (and where the players are under the age of 18, their parents) exactly what is expected of them and also what they are entitled to expect from the Mentor.
11. A Mentor must co-operate with specialists within the game e.g. other coaches, officials, sport scientists, doctors, and physiotherapists etc. in the best interest of players.
12. A Mentor must honour the terms of the agreement with his/her club and shall eschew any interest in alternative employment within the game whilst under contract, save insofar as such interest enjoys the consent of that club.
13. A Mentor must not act or speak (directly or indirectly) so as to induce a mentor or an employee of any other club to breach the terms of their agreement with that other club.
14. A Mentor must be conversant with the laws of the game and the rules of any competition in which a team under his/her stewardship is participating.
15. A Mentor must exercise authority and control over the players under his/her stewardship particularly whilst on the field of play and with regard to the decisions of match officials.
16. A Mentor must observe the highest standards of integrity and fair dealing.
17. A Mentor must always promote a positive approach to the game e.g. fair play, honest endeavour and genuine teamwork.

18. A Mentor must not encourage or condone violations of the laws of the game, behaviour contrary to the spirit of the game, or the use of questionable strategies or tactics.
19. A Mentor must not encourage or condone the use of prohibited substances.
20. A Mentor must consistently display high standards of behaviour and comment.
21. A Mentor must not use or tolerate the use of inappropriate language.
22. A Mentor must demonstrate due respect towards match officials.
23. A Mentor must accept the decisions of the match officials.
24. In making public comments on a particular fixture or on the game in general a mentor must be mindful of upholding and promoting the good name of the game and others involved in it the wider community.

CODE OF BEST PRACTICE FOR PLAYERS

As players are constantly in the glare of public attention and are widely recognised as the most important people in the sport, there is a considerable onus upon them to speak and act in a manner which promotes all that is good about the game.

1. A Player must make every honest effort to develop their sporting ability, to include fitness, skill, technique and tactical ability.
2. A Player must strive to set a positive example for younger players and supporters.
3. A Player should safeguard the physical fitness of opponents, avoid violence and rough play, and where possible help injured opponents.
4. A Player must give maximum effort and strive for the best possible performance during each game.
5. A Player must avoid all forms of gamesmanship, and time wasting.
6. A Player must refrain from using inappropriate language particularly to referees/officials and other players during games.
7. A Player must make every effort consistent with fair play and the laws of the game to help their own team win.
8. A Player must resist any influence which might, or might be seen to, bring into question their commitment to the team winning.
9. A Player should know and abide by the laws, rules of the game and of any given competition, both in fact and in spirit.
10. A Player should accept victory and defeat with equanimity.
11. A player must resist any temptation to consume or otherwise imbibe any banned substances.
12. A Player must treat opponents with respect at all times, irrespective of the outcome of any game.
13. A Player must demonstrate due respect towards match officials.
14. A Player must accept the decisions of the match officials without protest.
15. A Player must avoid words or actions which may mislead a match official.
16. A Player must abide by the lawful instructions and directions of mentors and team officials.
17. A Player must act towards the mentors and officials of the opposing side in a respectful manner.
18. A Player must demonstrate due regard for the interest of supporters.
19. A Player must not act or speak so as to incite or encourage supporters to act in a manner that may endanger the safety of anyone attending or participating in the game.

20. A Player should not either directly or indirectly place a bet on the outcome of any game in which he is involved.
21. A Player must always have regard to the best interests of the game when publicly expressing an opinion on the game or on others involved in the game.
22. In making public comments on a particular fixture or on the game in general a Player must be mindful of upholding and promoting the good name of the game and others involved in it in the wider community.

Code of Ethics & Professional Conduct for Referees of the Football Association of Ireland

The Code of Ethics and Professional Conduct for Referees should guide all registered referees[1], Observers[2], association officials[3] and Members[4] of the Football Association of Ireland with regard to ethical behaviour and professional conduct. The Code should be read in conjunction with the FAI Rules.

Preamble

Integrity in sport is a core value underpinning the notion of 'Fair Play.' Integrity is also a fundamental and core value underpinning the task of refereeing. Failure to uphold this value can result in the principles of objectivity, honesty and independence breaking down. Consequently everyone associated with the sport has a duty and responsibility to ensure that the core values associated with fair play are upheld.

It is not alone the practice and art of refereeing a football game that these values apply but also to all administrative, training and development functions.

The code equally applies and should be adhered to by all personnel immediately associated with these functions and also to all Participants in the sport both actively and administratively.[5]

Code of Ethics & Professional Conduct for Referees

This Code consists of four overall ethical principles, which subsume a number of specific ethical standards.

1.0 **Integrity**

Principle: Referees are obliged to be honest, impartial, objective and professional in carrying out their duties as outlined in the Laws of the Game and in terms of representing the Football Association and the League to which they are assigned.

Specifically, referees shall: -

1.1 Conduct themselves in a professional manner at all times and carry out their duties to the best of their ability

1.2 Seek support/ guidance advice from peers, colleagues, mentors and / or Observers with regard to issues that may hamper their performance as a referee.

1.3 Avoid situations or engage in activities or behaviour, which might oblige them or lead to them contravening the provisions of this Code of Ethics and Professional Conduct.

1 Referee refers to a registered match official regardless of duties assigned in a particular game.
2 Observer refers to all personnel involved in instruction, training and development of referees.
3 Association Official refers to all administrative personnel including appointments officers, disciplinary committee members, league officials and employees of the FAI.
4 Members of the FAI refers to registered players, technical staff, managers, directors and administrators of teams and clubs.
5 For ease of writing the term 'referee' is used throughout the code but all of the values principles and standards of behaviour referred to apply equally to the personnel mentioned in footnotes 1, 2, 3 &4.

1.4 Ensure that they and others accurately represent and reflect the body of knowledge and training of their profession.

1.5 Not accept or attempt to secure fees or benefits over and above those agreed with the Football Association of Ireland and their representatives.

1.6 Honour all refereeing commitments except in the case of serious illness or unexpected circumstances whereby their ability to perform their duties would be impaired and in such circumstances to notify, in a timely manner, the appropriate personnel or where appropriate to make alternative arrangements.

1.7 Not exploit any relationship to further their own or others personal or professional interests including the soliciting of appointments.

1.8 Be aware of the nature of dual relationships and where possible avoid such positions that could lead to the undermining of the *Integrity of Refereeing* or the good name of the Football Association of Ireland.

1.9 Act to stop or limit the activities of a colleague, Observer or official that is clearly harmful or unethical and bring such actions to the attention of the association.

2.0 **Competence**

Referees shall strive to ensure and maintain high standards in the application of their duties. They shall adhere to the professional standards and attain the relevant competencies required appropriate to the level of football at which they are qualified to officiate. They must maintain and update their professional knowledge and skills in accordance with the licensing system. They shall recognise the limits of their competence in the context of the licensing system and take care not to exceed these limits by officiating at games outside the parameters of their particular licence.

Specifically referees shall: -

2.1 Comply with the rules of the licensing system and develop the skills and knowledge required appropriate to the level they wish to officiate at.

2.2 Engage in continuing professional development in terms of all aspects of refereeing, e.g. physical fitness; knowledge, application and interpretation of the Laws of the Game.

2.3 Accept the obligation to know, understand and to operate the provisions of this Code of Ethics and Professional Conduct.

2.4 Recognise the limits of their competence and take care not to exceed these limits by officiating at games outside the parameters of their particular license.

2.5 Participate in and contribute to the continuing development of refereeing.

2.6 Refrain from officiating when their ability to carry out their duties in a professional and competent manner is impaired by physical, medical or other reason.

2.7 Seek relevant, competent and professional assistance to ameliorate and remedy any difficulty that prevents or inhibits their ability to carry out their duties in a professional and competent manner.

3.0 Respect

Referees shall honour, respect and uphold the fundamental rights, dignity and worth of all Participants, officials and spectators of the sport. They shall be mindful and respect difference based on age, gender, ethnicity, race, culture, religious belief or other difference.

Specifically, referees shall: -

3.1 Treat all players, coaches and officials as persons of intrinsic worth and respect any difference based on age, gender, ethnicity, race, culture, religious belief or other difference.

3.2 In the course of their duties safeguard the respect of players and coaches based on age, gender, ethnicity, race, culture, religious belief or other difference and deal with any infringements of these rights in the context of the Laws of the game or the rules of the Football Association of Ireland.

3.3 When involved with children adhere to Child Care Legislation, 'codes of conduct' and the policy and procedures of the Football Association of Ireland.

3.4 Take the necessary preventative actions so as not to allow themselves to be compromised by events or situations where individuals respect or dignity could be undermined in the context of age, gender, disability etc.

4.0 Responsibility

The 'Laws of the Game' and the Football Association of Ireland bestows authority and power on Referees. Thus this privileged position must be taken seriously and managed with dignity, respect, responsibility and professionalism. Referees carry responsibility to themselves, their profession, the Football Association and the League in which they operate.

Specifically, referees shall: -

4.1 Be aware of their professional responsibilities to the players and teams in the game at which they are officiating and to the League to which they are assigned and to the Football Association of Ireland.

4.2 Shall be responsible for their actions, and assure themselves, as far as possible, that they carry out their duties to the best of their ability.

4.3 Shall carry out their duties in a responsible, professional and respectful manner.

4.4 Behave in professional activities in such a way as not to undermine public confidence in their profession.

4.5 Protect the reputation of the profession and the Football Association of Ireland by ensuring that all professional activities carried out conforms to the provisions of this Code of Ethics & Conduct.

CODE OF BEST PRACTICE FOR PARENTS

Parents have a powerful influence on the level of fun and enjoyment which children derive from the game and on the degree of enthusiasm with which they participate in it. Positive encouragement is the key to a child's enjoyment of the game, their sense of personal achievement, the development of their skill levels and their self-esteem.

1. Parents should avoid coaching their child during the game.
2. Parents should not shout and scream.
3. Parents should respect the decisions of the match officials.
4. Parents should give attention to each participating child, and not just to the most talented.

CODE OF BEST PRACTICE FOR SPECTATORS

Spectators convey to the wider community the values of the game.

1. Spectators should appreciate the opposition as well as their own team.
2. Spectators should be respectful towards all players whilst on the field of play, regardless of nationality, race, religion or other affiliations.
3. Spectators should show appreciation of the efforts of all players who are substituted.