



# GIBRALTAR FOOTBALL ASSOCIATION STATUS & TRANSFER OF PLAYERS REGULATIONS 2023-24

## SCOPE OF STATUS & TRANSFER REGULATIONS

### 1. General Provisions

- 1.1 These regulations govern the status and transfer of players between Clubs registered with the GFA, and have been drafted in compliance with the binding articles of the FIFA Status and Transfer Regulations which shall apply in parallel to these regulations.
- 1.2 These regulations also make provision for the settlement of disputes between Clubs and Players, and provide for a system to reward Clubs investing in the training and education of young players.
- 1.3 These regulations include appropriate means to protect contractual stability and are supplemented by Gibraltar law.
- 1.4 These regulations are binding on all Players, Club Officials, and Clubs.

## SECTION ONE STATUS OF PLAYERS

### 2. Player Status

- 2.1 Players participating in organised football in Gibraltar shall be classified as either an Amateur Player or a Professional Player.

### 3. Reacquisition of Amateur Status

- 3.1 A Professional Player may not re-register as an Amateur Player until at least thirty (30) days after his last match as a Professional Player.
- 3.2 No compensation is payable upon an Amateur Player's reacquisition of their amateur status. If a Player re-registers as a Professional Player within thirty (30) months of being reinstated as an Amateur Player, their New Club shall pay training compensation in accordance with regulations 25 to 27 of these Status and Transfer Regulations.

### 4. Termination of Activity

- 4.1 Professional Players who have ended their careers upon expiry of their contracts and Amateur Players who terminate their activity shall remain registered with their previous Clubs at the GFA for a subsequent period of thirty (30) months.
- 4.2 This period shall begin on the day the Professional Player or Amateur Player made their last appearance for their Club in a Match.

## **SECTION TWO REGISTRATION OF PLAYERS**

### **5. Registration**

- 5.1 A Player must be registered at the GFA in order to play for a Club as either a Professional Player or an Amateur Player. Only Players who are registered with the GFA are eligible to participate in organised football; and be bound by the statutes of FIFA, UEFA, and the GFA Statutes (including this GFA Handbook).
- 5.2 For the avoidance of doubt, a Player may only be registered with one Club at a time.
- 5.3 Players may be registered with a maximum of three Clubs during one football season. During this period, a Player is only eligible to play in Matches and/or Competitions for a maximum of two Clubs in one football season. Notwithstanding the foregoing, and by way of an exception to this regulation, a Player moving between two clubs belonging to associations with overlapping seasons may be eligible to play in Matches and Competitions for a third Club during the relevant season, provided they have fully complied with their contractual obligations towards their previous Clubs. Equally, all registration periods and minimum length of contracts periods prescribed by these regulations must be adhered to.
- 5.4 Under all circumstances, due consideration must be given to the sporting integrity of Competitions. Accordingly, a Player may not play a Match or Competition for more than two clubs in the same national Competition during the same season.

### **6. Registration Periods**

- 6.1 Players may only be registered during one of the two Transfer Windows fixed by the GFA. As an exception to this regulation, a Professional Player whose contract has expired prior to the end of the immediately closing Transfer Window may be registered outside of that Transfer Window. The GFA, in its sole discretion, shall be authorised to register said Professional Player provided due consideration is given to the sporting integrity of the applicable Competition.
- 6.2 The applicable registration periods shall be aligned with each of the Transfer Windows, and shall be entered into the TMS at least 12 months before the commencement of the earlier Transfer Windows. To the extent that this is not timely communicated by the GFA, FIFA shall determine the applicable dates of the Transfer Windows.
- 6.3 Save as otherwise expressed in these regulations, Players may only be registered upon the applicable New Club's timely submission of all applicable registration documents to the GFA prior to the closure of the applicable Transfer Window.
- 6.4 For the avoidance of doubt, provisions concerning registration periods do not apply to Competitions where only Amateur Players participate. The GFA shall specify the periods when Amateur Players may be registered for said Competitions, provided always that due consideration is given to the sporting integrity of the relevant Competition.

- 6.5 Unless otherwise stated, the relevant registration periods for Competitions where only Amateur Players participate in shall also be the Transfer Windows.
- 6.6 An Amateur Player may be registered as a Professional Player during one of the Transfer Windows.
- 6.7 As an exception to regulation 6.1 above, and subject always to this provisions parallel including in the FIFA Status and Transfer Regulations (absent which, the same shall be deemed removed and inapplicable for the purposes of these regulations with any subsequent changes taking precedence), a Professional Player whose contract has expired or been terminated as a result of Covid-19 has the right to be registered by the GFA outside of a Transfer Window, irrespective of the date of expiry or termination of the contract.

## 7. **Player Passport**

- 7.1 The GFA shall provide the Club with which the Player is registered with a player passport containing the relevant details of the Player. The player passport shall indicate the Clubs and time periods which the Player has been duly registered since the calendar year of his 12<sup>th</sup> birthday.

## 8. **Application for Registration**

- 8.1 The application for registration of a Professional Player must be submitted together with copies of the applicable Professional Player's contract and all other documentation requested by the GFA.
- 8.2 The GFA reserves the right to request such additional documentation from a Club prior to perfecting the registration of a Professional Player.

## 9. **International Transfer Certificate**

- 9.1 Players registered with one football association may only be registered as a New Football Association once the Former Football Association has received an ITC.
- 9.2 The ITC shall be issued free of charge without any conditions or time limits, and the football association issuing the ITC shall lodge a copy with FIFA (in full compliance with the administrative procedures set out in the FIFA Status and Transfer Regulations).
- 9.3 Upon receipt of the ITC, the New Football Association shall inform the Former Football Association in writing of the registration of the Professional Player.
- 9.4 An ITC is not required for a Player under the age of ten (10) years of age.

## 10. **Professional Players on Loan**

- 10.1 A Professional Player may be loaned to another Club on the basis of a written agreement between the Professional Player and the Clubs concerned. Any such loan will be subject to the same rules applicable to the transfer of Players contained in these regulations, including the provisions regarding training compensation and solidarity mechanism.

- 10.2 The minimum period which a Professional Player may be loaned for shall be the time between two Transfer Windows.
- 10.3 A Club that has accepted a Professional Player on loan is not entitled to transfer said Player to a third Club without the written authorisation of the Club that initially agreed to the Player being on loan.
- 10.4 A Club may only have a maximum of three (3) loaned Players from any one Club during the football season.
- 10.5 A Club may only have a maximum of an aggregate of five (5) loaned Players from any combined number of Clubs in any one season.

## 11. **Unregistered Players**

- 11.1 Any Player not registered with the GFA who appears, plays or participates for a Club in any Match or Competition shall be considered to have played illegitimately and contrary to the rules and regulations in this GFA Handbook, in which case, both the applicable Player and Club may be subject to the imposition of Disciplinary Sanctions.

## 12. **Overdue Payables**

- 12.1 Clubs are required to comply with all financial obligations owed towards Players and other Clubs in accordance per the terms stipulated in contracts with their Professional Players and in any corresponding transfer agreements.
- 12.2 Any Club found to have delayed a payment or payable due by more than thirty (30) days without a prima facie contractual basis may be sanctioned in accordance with the Disciplinary Regulations, and may be subject to the following sanctions, namely:
- (a) a Warning;
  - (b) a Reprimand;
  - (c) a Fine;
  - (d) a deduction of points (for either the current and/or future Competition); or
  - (e) a ban from registering any new Players, either nationally or internationally, for one or two entire and consecutive Transfer Windows.
- 12.3 In order for a Club to be considered to have overdue payables in the context of this GFA Handbook, the Player to which any sums are owed must have given written notice to the Club in default and have granted a prior deadline of at least ten (10) Business Days for the latter to have complied with its payment obligations.
- 12.4 The terms of these regulations are without prejudice to any further applicable Disciplinary Sanctions which may be imposed on a Club in accordance with this GFA Handbook.

## 13. **Professional Players and Contracts**

- 13.1 A Player under the age of sixteen (16) may not enter into a professional contract with a Club. Professional contracts for Players under the age of eighteen (18) must be signed by a parent or guardian of the Player, and may not exceed a term of three (3)

years. Any clause stipulating a longer term for such contract shall be severed from the terms of said agreement and capped at three (3) years.

13.2 Clubs must have a written contract and/or agreement with each of the Professional Players. Said agreement must be fully signed and dated by the Club and the Player.

13.3 Clubs and Professional Players must abide by and respect the terms of contracts and/or agreements at all times.

13.4 In order for a Player to be registered as a Professional Player with the GFA, a written contract between the Club and the Player must include the following provisions:

- (a) the date on which the contract is signed by all parties
- (b) the date on which the contract is intended to commence and/or come into effect;
- (c) the details of all parties to the contract, including:
  - (i) the name and address of the Club;
  - (ii) the details and positions of the representatives signing the contract for and on behalf of the Club;
  - (iii) the name and address of the Player; and
  - (iv) the passport or identification card number of the Player
- (d) the details of the term of the contract, which shall never be for a term less than one (1) year, and not more than five (5) years (or in the case of a Player under the age of eighteen (18), not more than three (3) years);
- (e) the details of the annual gross salary payable to the Player by the Club, together with a declaration stating how said salary shall be paid to the Player;
- (f) the details of any signing fee, bonus or such other allowances (including whether in monetary terms and/or in specie/in kind);
- (g) the details of the Player's entitlement to annual leave or allowance in accordance with Gibraltar law;
- (h) a mandatory clause and/or undertaking by the Player that they shall not be found guilty of any offence relating to: (i) doping and/or performance enhancing substances; (ii) the corruption and/or manipulation of Matches or Competitions; and (iii) any form of betting on domestic or international Competitions and Matches in which they are involved;
- (i) a mandatory declaration confirming that the Club has explained, and the Player has understood, the GFA and the Club's disciplinary regulations and such corresponding disciplinary sanctions which may be imposed on Players for non-compliance;
- (j) a mandatory declaration confirming that both the Club and the Player accept that such contract may be mutually terminated in writing by both parties, or unilaterally for just or sporting cause in accordance with the FIFA Status and Transfer Regulations;

- (k) a mandatory declaration stating that the Player shall be, unless otherwise advised and/or instructed by the Club, to attend and report to all training sessions, Matches, Competitions, and/or such other events of the Club in which their presence is required;
  - (l) a mandatory declaration stipulating the professional behaviour and conduct of the Player during the term of the contract;
  - (m) a mandatory declaration by the Club confirming the Player's contract will not be unilaterally terminated by the Club for reasons relating to an injury which may have been sustained by a Player whilst rendering services or performing their duties to the Club.
  - (n) a mandatory declaration confirming whether any applicable FIFA intermediaries have been involved in the negotiations (either for and on behalf of the Club or the Player) of the contract (and which, as applicable, shall include said intermediary's details and particulars over any remuneration due to them for services rendered in connection with the negotiation of the contract);
  - (o) a mandatory declaration stating that any alterations to the contract shall be made in writing and in agreement between the Club and the Player, and that any such alteration shall be filed by the Club with the GFA within fourteen (14) days from the date borne on said agreement providing for any such alteration;
  - (p) a mandatory declaration stating that all parties to the contract irrevocably submit themselves to the jurisdiction of the GFA Statutes (including this GFA Handbook), together with the applicable statutes and regulations of FIFA, and that any disputes relating to such contract shall be submitted exclusively to the National Dispute Resolution Committee;
  - (q) a mandatory declaration stating that the contract is being signed in triplicate original form, and that each original counterpart shall be kept by each of the Player, the Club and the GFA;
  - (r) a mandatory declaration stating that in the event of a conflict between the terms of the contract and the GFA Statutes (including this GFA Handbook), the GFA Statutes shall prevail;
  - (s) mandatory signing instructions to be adhered to, whereby all parties shall initial each page of the contract and sign on the last page of the contract when executing and delivering the contract.
- 13.5 Any dispute or conflict arising out of the contract will be dealt with by the National Dispute Resolution Committee in accordance with the GFA Statutes (including the NDRC Regulations).
- 13.6 All Clubs entering into a contract with a Player must provide the GFA with a copy of the relevant business trade and professions certificate as prescribed by the Business Trade and Professions (Registration) Act 1989 and the Register of Business Trades and Professions Regulations 1991.



- 13.7 All salary and/or bonus payments or entitlements made to Players under a contract must be made directly by the Club and fully recorded in the accounting records of the Club, and each of the same shall be subject to PAYE and social insurance contributions in accordance with the laws of Gibraltar.
- 13.8 The contract must be properly registered with HM Government of Gibraltar's Department of Employment.
- 13.9 For the avoidance of doubt, the validity of the contract between a Player and a Club shall not be conditional on the successful medical examination and/or grant of a work permit in favour of the Player (in light of which, Clubs are expected to carry out any necessary due diligence, investigation, studies, physical and/or medical examinations before concluding any contract with a Player, as otherwise Clubs may be held liable to pay Players the full amount of remuneration due to the Player for the term of the contract).
- 13.10 Clubs and/or Players found to be in breach of these regulations may be subject to the Disciplinary Regulations and have Disciplinary Sanctions imposed on them in accordance with the same.
- 13.11 A Club seeking or intending to conclude a contract with a Professional Player must inform said Professional Player's current Club in writing before commencing any form of discussions or negotiations. A Professional Player shall only be permitted to conclude a contract with a Club if the existing contract with their current Club has expired or is due to expire within six (6) months.

#### **14. Termination of Contract – Just Cause**

- 14.1 A contract between a Club and a Professional Player must only be terminated:
- (a) upon expiry of the term of the contract;
  - (b) by mutual agreement of the parties; or
  - (c) by either party without consequences (including payment of compensation and/or imposition of Disciplinary Sanctions) where there is just cause.
- 14.2 A Professional Player who has, in the course of a season, appeared in less than ten percent (10%) of the Club's official Matches may terminate his contract prematurely and unilaterally and shall be considered to do so with just cause. A Professional Player may only terminate their contract fifteen (15) days following the Club's last official Match of the season which they are registered for.
- 14.3 In the case of a Club unlawfully failing to pay a Player at least two months' salary on their due dates, the Player will be deemed to have just cause to terminate their contract unilaterally, provided that they have put the Club in default in writing and granted the Club a deadline of an additional fifteen (15) days to fully comply and remedy such

default to comply with its financial obligations. Alternative provisions in contract existing at the time of this provision coming into force may be considered.

- 14.4 A contract may not be unilaterally terminated during the course of a season.
- 14.5 The existing of just cause shall be determined on a case-by-case basis.
- 14.6 Any abusive conduct by a party seeking to force (whether by means of duress, undue influence, or otherwise) the counterparty to terminate or consent to changes to the terms of a contract shall entitle said counterparty to terminate the contract with just cause.
- 14.7 To the extent that a contract is terminated without just cause, the following provisions shall apply, namely:
- (a) with exception to the provisions of Training Compensation contained in these regulations, and unless otherwise specified in the contract in question, in all cases, the party responsible for any breach or termination of contract without just cause shall pay compensation. Any compensation to be awarded shall have regard to:
    - (i) due consideration for the laws of Gibraltar;
    - (ii) the specificity of the sport;
    - (iii) and any other such objective criteria, including the remuneration and other benefits owed to a Player, the remaining duration of the contract, any fees and/or expenses incurred by the Club (amortised over the term of the contract), together with consideration whether the contractual breach falls within a Protected Period.
  - (b) any entitlement to compensation cannot be assigned to a third party, and on which basis, if a Professional Player is required to pay compensation, said Professional Player and their New Club shall be jointly and severally liable for its payment (with amount payable, absent being stipulated in the contract, being agreed between the Professional Player and the New Club).
  - (c) in addition to paying compensation, additional sanctions may be imposed on any Professional Player found to be in breach of a contract during the Protected Period, where the sanction shall be a four (4) month restriction on playing in Matches, and a six (6) month restriction in situations concerning any aggravating circumstances. Any additional sanctions shall remain suspended in the period between the last official Match of the season and the first official Match of the following season (which for the avoidance of doubt shall include all Competitions).
  - (d) in addition to the obligation to pay compensation, additional sanctions shall be imposed on any Club found to be in breach, or found to be inducing a breach of contract during the Protected Period. It shall be presumed, unless established to the contrary, that any Club signing a Professional Player who



has terminated his contract without just cause has induced the Professional Player to commit said breach. The Club shall be banned from registering any new Players, either nationally or internationally, for two entire and consecutive Transfer Windows following the complete serving of the applicable sanction.

- (e) any person who acts in a manner designed to induce a breach or termination of contract between a Professional Player and a Club in order to facilitate a transfer of a Professional Player shall be sanctioned.
- 14.8 Specific to contracts concerning female Players, the validity of a contract may not be made subject to a Player being or becoming pregnant during its term, being on maternity leave, or utilising rights related to maternity in general (including such provision afforded under Gibraltar law).
- 14.9 Specific to contracts concerning female Players, if a Club unilaterally terminates on a contract on the grounds of a Player being or becoming pregnant, being on maternity leave, or utilising rights related to maternity in general, the Club will be deemed to have terminated the contract without just case, and where it shall be presumed that said termination was actions as a result of a Player being or becoming pregnant.
- 14.10 Where a contract has been terminated on the grounds of a Player being or becoming pregnant, in addition to the foregoing provisions in this regulation 14, the Player will be entitled to compensation which shall be calculated as follows:
- (a) to the extent that the Player did not sign any new contract following the termination of her previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated;
  - (b) to the extent that the Player signed a new contract by the time of the decision to terminate her previous contract, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early; and
  - (c) in either case as described above, the Player shall be entitled to additional compensation corresponding to six (6) monthly salaries of the prematurely terminated contract.
- 14.11 Where a Player becomes pregnant, she has the right, during the term of her contract to:
- (a) continue providing sporting services to her Club following confirmation from her treating practitioner and an independent medical professional (as selected by consensus between the Player and her Club) that it is safe for her to do so. In such cases, the Club has an obligation to respect the decision and formalise a plan for her continued sporting activity in a safe manner prioritising her health;
  - (b) provide employment services to her Club in an alternate manner, should her treating practitioner deem that it is not safe for her to continue undertaking

said sporting services, or should she choose not to exercise her right to continue providing sporting services (where in either case, the Player will be entitled to receive her full remuneration, until such time as she utilises her maternity leave);

- (c) independently determine the commencement date of her maternity leave; and
- (d) return to football activity after the completion of her maternity leave, following confirmation from her treating practitioner and an independent medical professional (as selected by consensus between the Player and her Club) that it is safe for her to do so (wherein the Club shall have an obligation to reintegrate her into its footballing activity, and where the Player will be entitled to receive her full remuneration).

## **15. Third Party Influence on Clubs**

- 15.1 No Club shall enter into a contract which enables another Club or any third party to acquire the ability to influence the Club's independence, performance (whether financial or sporting), its policies in regards to any employment and/or transfer related matters.

## **16. Third Party Ownership of Players' Economic Rights**

- 16.1 No Club or Player shall enter into an agreement with a third party whereby a third party shall become, or purport to become, entitled to participate, either in full, in part, directly or indirectly, in compensation payable in relation to the future transfer of a Player from one Club to another, or is being assigned any rights or benefits in relation to future transfers or transfer compensation.
- 16.2 The GFA reserves the right to impose any disciplinary sanctions on parties who breach this regulation.

## **17. Amateur Players**

- 17.1 Amateur Players may only register for a Club for the length of one season at any given time.
- 17.2 Amateur Players registered as such agree and acknowledge their commitment to play for their respective Club for the entire season, and accept that they will require written consent from their respective Club in order to transfer to another Club in the same season.
- 17.3 Clubs must not unreasonably withhold their consent and must, if withheld, provide the GFA with written explanations as to why their consent is being refused. Absent any timely resolution between the parties, the matter may be considered by the National Dispute Resolution Committee.
- 17.4 An Amateur Player can only register with another Club during the Transfer Windows.

17.5 The procedure for the transfer of an Amateur Player will be different if the intended transfer will result in the Amateur Player becoming a Professional Player, and shall require compliance with regulation 21 below.

## 18. **Registration Process**

18.1 Players will be processed for registration with the GFA once:

- (a) all required documentation and information have been submitted to the GFA and uploaded onto the COMET system; and
- (b) the prescribed fee (as set by the GFA from time to time) has been paid.

18.2 Upon receipt of the requisite registration documents, the GFA will process the registration of the Player and where applicable, request the ITC from the Player's Former Football Association.

18.3 Upon receipt of the ITC and payment of the ITC and payment of the prescribed fee has been received, the GFA shall complete the registration within two Business Days.

18.4 The GFA will inspect the registration documents prior to validating and approving the registration of a Player. Incomplete or missing registration documents will result in the registration being rejected by the GFA.

18.5 For the avoidance of doubt, the GFA will not be held responsible or accountable for any consequences arising out of any incorrect information or documentation uploaded onto COMET by a Club.

18.6 Further, a Player's registration with the GFA shall only be considered complete and active once:

- (a) the GFA issues the Player with their respective GFA Identification Card; and
- (b) the Player appears in the Club squad list on COMET.

18.7 At the conclusion of each Transfer Window, every Club must have at least the minimum number of registered Players permitted by the respective Competition in which it is competing, as well as complying with the Home-Grown Player squad quotas contained in this GFA Handbook. Failure to do so will result in the automatic expulsion of the Club from the respective Competition for the football season, together with the possibility of additional Disciplinary Sanctions being imposed on said Club in accordance with the Disciplinary Regulations.

## 19. **Home-Grown Player Registration**

19.1 Clubs shall comply with the Home-Grown Player rule applicable to all GFA Competitions.

- 19.2 An application for a Player to be registered as a Home-Grown Player must be made by the applicable Player's Club to the GFA in writing, requesting that the GFA accept or reject the Player from obtaining the Home-Grown Player status.
- 19.3 An application must:
- (a) state the provision under which a Player is claiming to be a Home-Grown Player; and
  - (b) supporting documentary evidence to satisfy that the requisite requirements have been met.
- 19.4 The GFA shall consider all the documentation provided, and either accept or reject the request in writing, and may in its sole discretion request additional information when it feels appropriate to do so.
- 19.5 For the avoidance of doubt, the burden of proof on demonstrating that all Home-Grown Player requirements have been met shall rest with the applicable Club and/or Player claiming the Home-Grown Player status.
- 19.6 If the GFA is not satisfied that the Club and/or Player is able to demonstrate that the applicable Home-Grown Player provisions have been met, the GFA may decide, in its sole discretion, that the Player cannot be registered or considered to be a Home-Grown Player and reject the application.
- 19.7 Clubs must not choose the Home-Grown Player box in COMET for the Player without prior written confirmation from the GFA confirming the same. The fact that the Player is confirmed by the GFA via COMET does not mean that the GFA has accepted the Player's status.

### **SECTION THREE TRANSFERS**

#### **20. International Transfers**

- 20.1 Transfers of Players between Clubs belonging to different football associations shall be regulated by the FIFA Status and Transfer Regulations. Transfers of Players between Clubs registered with the GFA shall be governed by these regulations.

#### **21. Professional Players**

- 21.1 Clubs are free to transfer their Professional Players during the Transfer Windows in accordance with the terms of these regulations and any corresponding contracts applicable to their Professional Players.
- 21.2 The Professional Player must be re-registered by the Club that they are being transferred to.

- 21.3 In order to register the transfer with the GFA, the New Club must, during the applicable Transfer Window:
- (a) pay all fees agreed and due as stipulated in the transfer with the Old Club and provide proof of payment; and
  - (b) register the professional contract with the GFA together with the duly completed GFA transfer form and corresponding documentation requested therein onto COMET.
- 21.4 A transfer must be bona fide and applications for the purpose of obtaining a Player's registration for specific Matches are not permitted.
- 21.5 In the event of the registration of a Player being transferred from one Club to another in consideration for the payment of a transfer fee, a copy of the written transfer agreement between the New Club and the Old Club must be submitted to the GFA, together with the transfer and registration documents, and the Player's contract. The payment fee can only be paid between the two Clubs, each of whom shall be required to record the same in their accounting records.
- 21.6 The GFA does not recognise restrictive clauses contained in private agreements between Clubs regarding Players' participation in certain Matches.

## 22. **Amateur Players**

- 22.1 Amateur Players moving Clubs will be required to complete a transfer form which is duly signed by the Player and authorised Club Officials of both Clubs. The transfer form must be uploaded on and submitted to the GFA via the COMET system by the Player's New Club.
- 22.2 A Club cannot unreasonably withhold its consent to the transfer of an Amateur Player. In the event of a dispute in this regard, the relevant party may request the GFA to resolve the matter via the National Dispute Resolution Committee.

## 23. **Protection of Minors**

- 23.1 International transfers of Players are only permitted if the Player is over the age of eighteen (18). The following five exceptions do however apply to this rule:
- (a) the Player's parents move to the country in which the New Club is located for reasons other than those linked to football and/or the Player's prospective transfer;
  - (b) the transfer takes place within the territory of the European Union or European Economic Area, and the Player is aged between sixteen (16) and eighteen (18). In this instance, the New Club must fulfil the following minimum obligations:
    - (i) it shall provide the Player with an adequate football education and/or training in accordance with the highest national standards;

- (ii) it shall guarantee the Player an academic and/or school and/or vocational education and/or training which will allow the Player to pursue a career other than one linked or associated with football should the Player cease to play professional football;
    - (iii) it shall make all necessary arrangements to ensure the Player is looked after in the best possible conditions (including optimum living standards with a host family or in Club accommodation facilities, together with the appointment of a Club mentor); and
    - (iv) it shall on registration of the relevant Player, provide the relevant New Football Association with proof that it is complying with the aforementioned obligations.
  - (c) the Player lives no further than fifty (50) kilometres from a national border and the Club which the Player wishes to be registered in the neighbouring football association is also within fifty (50) kilometres of that same border. The maximum distance between the Player's domicile and the New Club's headquarters shall be one hundred (100) kilometres in such cases, and the Player must continue to live and reside at home and the Former and New Football Associations concerned must give their explicit consent.
  - (d) the Player feels 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 concerned must give their explicit consent.
  - (e) the Player is a student and moves without his parents to another country temporarily for academic reasons in order to undertake and/or pursue an exchange programme. The duration of the Player's registration for the New Club until they turn eighteen (18) years of age, or until the end of the relevant academic programme is completed, cannot exceed one calendar 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.
- 23.2 The provisions of these regulations shall also apply to any Player who has never previously been registered with a Club and is not a national of the country in which they wish to be registered for the first time and have not lived continuously for at least the five (5) years in said country.
- 23.3 Every international transfer and/or registration concerning a Player under the age of eighteen (18) shall be subject to the approval of a sub-committee appointed by the Player's Status Committee. The application shall be submitted by the footballing association that wishes to register the Player, and the aforementioned sub-committee's approval shall be obtained prior to any request from a football association for an ITC and/or registration being granted.



- 23.4 Where a Player is under the age of ten (10) years old, it is the responsibility of the footballing association that intends to register the Player – as per the request of its affiliated club – to verify and ensure that the circumstances of the Player in question fall within one of the exceptions listed in regulation 23.1 of these .
- 23.5 Under special circumstances, a footballing association may submit a written request through the TMS to the sub-committee of the Player’s Status Committee seeking a decision to grant it a Limited Minor Exception. If granted, the Limited Minor Exception shall relieve the applicable footballing association, under certain specific terms and conditions solely Amateur Players under the age of eighteen (18) who are to be registered purely with amateur clubs, from the obligation to make a formal application for approval through the TMS in accordance with regulation 23.4 above and the FIFA Status and Transfer Regulations. In such circumstances, prior to any request for an ITC and/or a first registration, the pertinent footballing association concerned is required to verify and ensure that the circumstances of the Player fall, beyond all doubt, under one of the applicable exceptions provided for in regulation 23.1 of these Status and Transfer Regulations.
- 23.6 Any violations of these provisions will be sanctioned by the Disciplinary Committee in accordance with the FIFA disciplinary code, together with such additional sanctions on the pertinent footballing association for issuing an ITC contrary to the requirements of these provisions.

#### **24. Registration and Reporting of Minors at Academies**

- 24.1 Clubs that operate an Academy with legal, financial or de facto links to a professional Club are obliged to report all Players under the age of eighteen (18) who attend the Academy to the footballing association whose territory the Academy operates.
- 24.2 Each footballing association is obliged to ensure that all Academies without legal, financial or de facto links to a professional club:
- (a) run a club that participates in the relevant national championships; all Players shall be reported to the footballing association upon whose territory the Academy operates, or registered with the club itself; or
  - (b) report all Players under the age of eighteen (18) who attend the Academy for the purpose of training to the footballing association upon whose territory the academy operates.
- 24.3 Each footballing association shall keep a register comprising the names and dates of the birth of Players aged under eighteen (18) who have been reported to it by the clubs or Academies.
- 24.4 Through the act of reporting, Academies and Players undertake to practice football in accordance with the GFA Statutes and the statutes of FIFA, and to respect and promote the ethical principles of organised football.

- 24.5 Any violations of this provision will be sanctioned by the Disciplinary Committee in accordance with the FIFA disciplinary code.

#### **SECTION FOUR TRAINING COMPENSATION**

##### **25. Responsibility to Pay Training Compensation**

- 25.1 A Player's training and education is deemed to take place between the ages of eight (8) and twenty-three (23). Training compensation shall be payable for training incurred from the age of eight (8) until the age of twenty-three (23).

- 25.2 Training compensation shall be paid to a Player's training Club(s):

- (a) when a Player is registered for the first time as a professional; and
- (b) each time a Professional Player is transferred until the end of the calendar year of their 23<sup>rd</sup> birthday.

- 25.3 The obligation to pay training compensation arises whether the transfer takes place during or at the end of the Player's contract.

- 25.4 On registering as a Professional Player for the first time with the GFA, the Club with which the Player is registered must pay within thirty (30) days of the filing of the registration with the GFA, to every Club with which the Player has been previously registered since the year of his eighth (8<sup>th</sup>) birthday. The amount payable is calculated on a pro rata basis according to the period of training that the Player spent with each Club. In the case of subsequent transfers of the Professional Player, training compensation will only be owed to the Professional Player's former Club for the time he was effectively trained by that Club.

- 25.5 If a Player, during a period in which he was an Amateur Player, prior to attending the age of twenty-three (23), was transferred on loan to another Club, training compensation shall be payable to such other Club the Player was on loan to and not the Player's original Club.

##### **26. Calculation of Training Compensation**

- 26.1 The training compensation payable shall be calculated by multiplying the number of years the Player has spent training with a club between the ages of eight (8) and twenty-three (23), with the training compensation co-efficient set out below.

- 26.2 The following co-efficient table sets out the value depending on the division of the GFA Football League, GFA Intermediate League or GFA Women's' League (as applicable), in which the Club registering the Player as a Professional Player is participating when the registration occurs, and the division in which the Club having the right to training compensation is participating when such registration occurs.

[INSERT GFA LOGO]		Clubs Entitled to Training Compensation	
		1 <sup>st</sup> Division	2 <sup>nd</sup> Division
Clubs Paying Training Compensation	1 <sup>st</sup> Division	GBP 350.00	GBP 800.00
	2 <sup>nd</sup> Division	GBP 150.00	GBP 300.00

26.3 If a Player for which training compensation has been paid in accordance with the above provisions registers either as an Amateur Player or a Professional Player for another Club within twelve (12) months from his first registration as a Professional Player, then the New club registering the Player shall be liable to pay training compensation as if the Player has registers as a Professional Player for the first time. In such cases, the Club which has registered the Player as a Professional Player first, shall renounce to the training compensation paid to the Clubs already paid.

26.4 Training compensation is not due if:

- (a) the Former Club terminates the Player's Contract without just cause (without prejudice to the rights of the previous Clubs); or
- (b) a Professional Player reacquires Amateur Player status on being transferred.

## 27. Dispute Settlement

27.1 If a dispute on the amount of training compensation payable arises between Clubs, the dispute shall be directed to the National Dispute Resolution Committee following a claim made by one of the Clubs. The decision of the National Dispute Resolution Committee shall be final.

27.2 If a Club entitled to training compensation under these regulation does not receive such payment within thirty (30) days from the registration of the Player, the Club may file a complain with the National Dispute Resolution Committee. The decision of the National Dispute Resolution Committee may be appealed to the Appeals Committee of the GFA.

## SECTION FOUR SOLIDARITY MECHANISM

### 28. Solidarity Contribution

28.1 If a Professional Player moves during the course of his contract, five percent (5%) of any compensation, not including training compensation to be paid to his Former Club, shall be deducted from the total amount of this compensation and distributed by the New Club as solidarity contributions to the Club(s) involved in the Player's training and education over the years (calculated pro rata if less than one year) he was registered

with the relevant Club(s) between the season of his twelfth (12<sup>th</sup>) and twenty-third (23<sup>rd</sup>) birthdays, as follows:

- (a) season of 12<sup>th</sup> birthday: 5% (i.e. 0.25% of total compensation)
- (b) season of 13<sup>th</sup> birthday: 5% (i.e. 0.25% of total compensation)
- (c) season of 14<sup>th</sup> birthday: 5% (i.e. 0.25% of total compensation)
- (d) season of 15<sup>th</sup> birthday: 5% (i.e. 0.25% of total compensation)
- (e) season of 16<sup>th</sup> birthday: 10% (i.e. 0.5% of total compensation)
- (f) season of 17<sup>th</sup> birthday: 10% (i.e. 0.5% of total compensation)
- (g) season of 18<sup>th</sup> birthday: 10% (i.e. 0.5% of total compensation)
- (h) season of 19<sup>th</sup> birthday: 10% (i.e. 0.5% of total compensation)
- (i) season of 20<sup>th</sup> birthday: 10% (i.e. 0.5% of total compensation)
- (j) season of 21<sup>st</sup> birthday: 10% (i.e. 0.5% of total compensation)
- (k) season of 22<sup>nd</sup> birthday: 10% (i.e. 0.5% of total compensation)
- (l) season of 23<sup>rd</sup> birthday: 10% (i.e. 0.5% of total compensation)

28.2 The New Club shall pay the solidarity contribution to the training Club(s) pursuant to the above provisions within thirty (30) days after the Player's registration or, in the case of contingent payments, thirty (30) days after the date of such payments.

28.3 The Disciplinary Committee may impose disciplinary measures on club that do not observe the obligations set out in this regulation.

## **SECTION FIVE CONCLUDING PROVISIONS**

### **29. Questions Relating to the Registration of Players**

29.1 Any question related to the registration and/or transfer of Players, unless otherwise specified in these regulations or the FIFA Status and Transfer Regulations, shall be decided by the Player Status Committee on an appeal by an interested party.

29.2 Appeals to the GFA or the Player Status Committee shall be in writing, filed with the GFA and shall be accompanied by a fee of GBP 500.00.

29.3 The decision of either the GFA or the Player Status Committee, as the case may be, shall be final and binding. It shall be in the discretion of the body deciding the appeal whether the appeal's fee shall be retained by the GFA or refunded to the interest party and/or appellant.

**30. Jurisdiction and Disputes**

30.1 Players, Clubs, associated clubs, and footballing associations affiliated with the GFA shall submit themselves to the jurisdiction of the GFA in relation to national disputes and in national matters connected with these regulations.

30.2 Players, Clubs, associated clubs, and footballing associations affiliated with the GFA shall submit themselves to the jurisdiction of FIFA in relation to international disputes and in international matters connected with these regulations.

30.3 Disputes between Clubs and Players who are registered or were registered at the time when an alleged breach or dispute arose shall be submitted to the National Dispute Resolution Committee in accordance with the Disciplinary Regulation. This is without prejudice to the right of any Player, Club Manager, Club Official, or Club to seek redress before a civil court for employment related disputes.

**31. Forms needed in accordance with these Regulations**

31.1 Forms needed in accordance with these regulations shall be established by the GFA.

**32. Matters not provided for**

32.1 Matters not provided for in these regulations shall be decided by the GFA whose decision shall be final.

