



Irish Football Association

# Premiership Club Licence Manual

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## CONTENTS

INTRODUCTION .....	4
ARTICLE 1 SCOPE OF APPLICATION .....	5
ARTICLE 2 OBJECTIVES .....	5
ARTICLE 3 LEGAL BASIS .....	6
ARTICLE 4 PROCEDURE .....	6
ARTICLE 5 SPOT CHECKS BY THE IFA .....	6
ARTICLE 6 RESPONSIBILITIES OF THE LICENSOR .....	6
ARTICLE 7 LICENSING ADMINISTRATION .....	7
ARTICLE 8 DECISION-MAKING BODIES .....	7
ARTICLE 9 LICENSOR'S CERTIFICATION .....	10
ARTICLE 10 ASSESMENT PROCEDURES .....	11
ARTICLE 11 EQUAL TREATMENT AND CONFIDENTIALITY .....	11
ARTICLE 12 CORE PROCESS .....	11
ARTICLE 13 DEFINITION OF LICENCE APPLICANT AND ONE-YEAR RULE .....	18
ARTICLE 14 GENERAL RESPONSIBILITIES OF THE LICENCE APPLICANT .....	18
ARTICLE 15 LICENCE .....	19
ARTICLE 16 GENERAL .....	20
ARTICLE 17 YOUTH DEVELOPMENT PROGRAMME .....	21
ARTICLE 18 YOUTH TEAMS .....	21
ARTICLE 19 WOMEN'S FOOTBALL ACTIVITIES ('B' criterion) .....	21
ARTICLE 20 REGISTRATION OF PLAYERS .....	22
ARTICLE 21 WRITTEN CONTACT WITH PROFESSIONAL PLAYERS .....	22
ARTICLE 22 LOAN OF PROFESSIONAL PLAYERS ('B' Criterion) .....	22
ARTICLE 23 REFEREEING MATTERS AND LAWS OF THE GAME ('B' Criterion) .....	22
ARTICLE 24 FOOTBALL SOCIAL RESPONSIBILITY STRATEGY ('B' Criterion) .....	23
ARTICLE 25 EQUALITY AND INCLUSION ('B' Criterion) .....	23
ARTICLE 26 ANTI-RACISM/ ANTI-DISCRIMINATION ('B' Criterion) .....	23
ARTICLE 27 CHILD AND YOUTH PROTECTION AND WELFARE ('B' Criterion) .....	23
ARTICLE 28 FOOTBALL FOR ALL ABILITIES ('B' Criterion) .....	23
ARTICLE 29 ENVIRONMENTAL PROTECTION ('B' Criterion) .....	23
FOOTBALL SOCIAL RESPONSIBILITY CONTACTS .....	24
ARTICLE 30 APPROVED GROUND FOR DOMESTIC CLUB COMPETITIONS .....	25
ARTICLE 31 STADIUM SAFETY .....	25
ARTICLE 32 STADIUM EVACUATION PLAN .....	26
ARTICLE 33 TRAINING FACILITIES - AVAILABILITY .....	26
ARTICLE 34 TRAINING FACILITIES – MINIMUM INFRASTRUCTURE ('B' Criterion) .....	26
ARTICLE 35 GENERAL MANAGER .....	27
ARTICLE 36 FINANCE OFFICER .....	27
ARTICLE 37 MEDIA OFFICER .....	27
ARTICLE 38 CLUB MEDICAL DOCTOR .....	28
ARTICLE 39 PHYSIOTHERAPIST .....	28

ARTICLE 40 MATCH ORGANISATION OFFICER ('B' criterion).....	29
ARTICLE 41 SAFETY AND SECURITY OFFICER.....	29
ARTICLE 42 FIRST TEAM MANAGER .....	29
ARTICLE 43 HEAD OF THE YOUTH DEVELOPMENT PROGRAMME.....	30
ARTICLE 44 YOUTH COACHES.....	30
ARTICLE 45 FOOTBALL SOCIAL RESPONSIBILITY OFFICER ('B' criterion).....	30
ARTICLE 46 SUPPORTER LIAISON OFFICER ('B' criterion).....	31
ARTICLE 47 DISABILITY ACCESS OFFICER ('B' criterion) .....	31
ARTICLE 48 GROUNDS PERSON ('B' criterion).....	31
ARTICLE 49 GOALKEEPER COACH OF FIRST TEAM ('B' criterion) .....	31
ARTICLE 50 WRITTEN CONTRACTS ('B' criterion) .....	31
ARTICLE 51 SERVICE PROVIDERS ('B' criterion).....	32
ARTICLE 52 OCCUPATION OF FUNCTIONS ('B' criterion) .....	32
ARTICLE 53 ORGANISATIONAL STRUCTURE ('B' criterion) .....	32
ARTICLE 54 DUTY OF REPLACEMENT DURING THE LICENCE SEASON ('B' criterion).....	32
ARTICLE 55 DECLARATION IN RESPECT OF PARTICIPATION IN UEFA CLUB COMPETITIONS .....	33
ARTICLE 56 MINIMUM LEGAL INFORMATION .....	35
ARTICLE 57 WRITTEN CONTRACT WITH A FOOTBALL COMPANY .....	35
ARTICLE 58 LEGAL GROUP STRUCTURE.....	36
ARTICLE 59 ULTIMATE CONTROLLING PARTY, ULTIMATE BENEFICIARY AND PARTY WITH SIGNIFICANT INFLUENCE .....	36
ARTICLE 60 WRITTEN REPRESENTATION PRIOR TO THE LICENSING DECISION .....	37
ARTICLE 61 INSURANCE .....	38
ARTICLE 62 REPORTING ENTITY/ENTITIES AND REPORTING PERIMETER .....	39
ARTICLE 63 ANNUAL FINANCIAL STATEMENTS .....	40
ARTICLE 64 PUBLICATION OF FINANCIAL INFORMATION .....	41
ARTICLE 65 INTERIM FINANCIAL STATEMENTS.....	41
ARTICLE 66 LETTER OF SUPPORT .....	42
ARTICLE 67 NET EQUITY RULE ('B' Criterion for licence season 2024/25 only).....	42
ARTICLE 68 NO OVERDUE PAYABLES TO FOOTBALL CLUBS.....	43
ARTICLE 69 NO OVERDUE PAYABLES IN RESPECT OF EMPLOYEES .....	44
ARTICLE 70 NO OVERDUE PAYABLES TO SOCIAL/TAX AUTHORITIES.....	46
ARTICLE 71 NO OVERDUE PAYABLES IN RESPECT OF UEFA AND THE LICENSOR .....	47
ARTICLE 71 PROJECTED CASH FLOW STATEMENT .....	47
ARTICLE 73 REQUEST FOR ADDITIONAL FINANCIAL INFORMATION .....	48
ARTICLE 74 DUTY TO NOTIFY SUBSEQUENT EVENTS ('B' criterion) .....	48
ANNEXE A – PREMIERSHIP STADIUM INFRASTRUCTURE.....	49
ANNEX B – DETERMINATION OF THE AUDITOR AND AUDITOR'S ASSESSMENT PROCEDURES .....	53
ANNEX C – ACCOUNTING REQUIREMENTS FOR THE PREPARATION OF FINANCIAL STATEMENTS....	55
ANNEX D – NOTION OF OVERDUE PAYABLES.....	62
ANNEX E – LICENSOR'S ASSESSMENT PROCEDURES .....	63

**ANNEX F – PAYABLES REPORTING: ILLUSTRATIVE FORM OF AGREED-UPON PROCEDURES ..... 68**  
**ANNEX G – ILLUSTRATIVE REPRESENTATIONS BY MANAGEMENT .....74**  
**ANNEX H – DEFINITION OF TERMS .....75**

## INTRODUCTION

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In March 2006 the Irish Football Association Executive Committee, upon the recommendation of UEFA, asked the Club Licensing Committee to consider implementing its own Domestic Club Licensing scheme.

The first Domestic Licensing cycle was implemented during season 2007-08 for award of licences for season 2008-09. In June 2010 the extension of the club licensing scheme to Championship clubs was endorsed by both the Premier League Committee and the Championship Committee.

The requirements of a Championship Licence were approved by the IFA Executive Board in October 2010 and were applied to and for clubs seeking promotion to the top division of domestic competition in Northern Ireland.

In June 2014, member clubs of the Northern Ireland Football League (NIFL) agreed to the introduction of a mandatory licence for Championship 1 clubs during 2015-16 for the award of licences for season 2016-17 to coincide with the full implementation of the NIFL restructure to create a second senior tier of football in Northern Ireland.

In November 2019 NIFL made the decision to extend mandatory licensing to all clubs participating within its third tier, the Premier Intermediate League (PIL). This was implemented for the first time during the 2020-21 season for the award of licences for season 2021-22.

In June 2022, NIFL further extended mandatory licensing to all clubs participating in the NIFL Women's Premiership for the award of licences for season 2024, with a 'soft implementation' taking place during 2022-23 seeing the award of Women's Premiership Licences for the first time in April 2023.

The requirements in this "Club Licensing Manual" have therefore been set by the IFA as is applicable to football in Northern Ireland; however, it incorporates the principles of the UEFA Club Licensing Regulations.

This manual was approved by the IFA Board in October 2023 and applies to and for clubs wishing to attain a Premiership Club Licence for participation in Season 2024-25.

## ARTICLE 1 SCOPE OF APPLICATION

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- 1.01** These regulations apply whenever expressly referred to by specific regulations governing domestic league competitions to be played under the auspices of the Irish Football Association (IFA). In this respect, the IFA grants its Premiership Club Licence in accordance with these regulations.
- 1.02** These regulations also govern the rights, duties and responsibilities of all parties involved in the IFA club licensing system for participation in the domestic league competition and define in particular:
- a. the minimum requirements to be fulfilled by the IFA in order to act as the licensor for its clubs, as well as the minimum procedures to be followed by the licensor in its assessment of the club licensing criteria;
  - b. the licence applicant and the licence required to be eligible to enter the domestic league competition in accordance with the applicable league regulations;
  - c. the minimum sporting, football social responsibility, infrastructure, personnel and administrative, legal and financial criteria to be fulfilled by a club in order to be granted a licence by its licensor as part of the applicable admission procedure to enter the domestic league competition.

## ARTICLE 2 OBJECTIVES

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- 2.01** These regulations aim:
- a. to further promote and continuously improve the standard of all aspects of football in Northern Ireland and to give continued priority to the training and welfare of young players in every club;
  - b. to promote participation in football and contribute to the development of women's football;
  - c. to ensure that clubs have an adequate level of management and organisation;
  - d. to adapt clubs' sporting infrastructure to provide players, spectators and media representatives with suitable, well-equipped and safe facilities;
  - e. to protect the integrity and smooth running of the domestic club competitions;
  - f. to safeguard each club's identity, history and legacy;
  - g. to encourage cooperation between licensors and clubs and enable the development of benchmarking for clubs in financial, sporting, legal, football social responsibility, personnel, administrative and infrastructure-related criteria throughout Europe;
  - h. to embrace social responsibility in football;
  - i. to promote a healthy relationship between clubs and supporters and increase accessibility in football.
- 2.02** Furthermore, these regulations aim to promote more discipline and rationality in club football finances and in particular:
- a. to improve the economic and financial sustainability of the clubs, increasing their transparency and credibility;
  - b. to place the necessary importance on the protection of creditors;
  - c. to promote better cost control;
  - d. to encourage clubs to operate on the basis of their own revenues;
  - e. to encourage responsible spending for the long-term benefit of football;
  - f. to protect the long-term viability and sustainability of domestic club football.

## ARTICLE 3 LEGAL BASIS

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- 3.01** The licensor has jurisdiction to govern the IFA club licensing system by virtue of Article 3(3) of the IFA Articles of Association.
- 3.02** In these regulations, the use of the masculine form refers equally to the feminine.

## ARTICLE 4 PROCEDURE

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- 4.01** The club licensing criteria described in this Manual are graded according to criteria importance.
- 4.02** The different grades have been defined as follows:
- "A"- criteria:** If the licence applicant does not fulfil any A-criterion, then it cannot be granted the Club Licence.
- "B"- criteria:** If the licence applicant does not fulfil any B-criterion, then it is sanctioned as specified in **paragraph 4.03** below by the licensor but can still receive the Club Licence.
- 4.03** Sanctions for the non-fulfilment of any "B"- criterion shall be determined by the Licensing Committee. The catalogue of sanctions consists of a caution, a fine and the obligation to submit evidence or fulfil certain conditions by a certain deadline. An appeal against a sanction imposed by the Licensing Committee may be lodged before the Licensing Appeals Committee.
- 4.04** All violations of this Manual other than those referred to in **paragraph 4.03** above shall be sanctioned by the competent body in accordance with the IFA Articles or applicable Competition Rules and Regulations.
- 4.05** The Licensing Administration has the right to make public statements where a club formally applies or subsequently withdraws its licensing application at any time during the process and/or for the purpose of communicating details of any sanction applied by the Licensing Committee to any licence applicant.

## ARTICLE 5 SPOT CHECKS BY THE IFA

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- 5.01** The IFA and/or its nominated bodies/ agencies reserve the right to, at any time, conduct spot-checks with the applicant club in order to ensure that its licence was correctly awarded at the time of the final and binding decision of the Irish Football Association. Non-observance of the minimum mandatory requirements, as defined in this Premiership Licence Manual approved by the IFA Board, may result in sanctions determined by the Licensing Committee according to the nature and the gravity of the violations.
- 5.02** Such spot checks will apply to all requirements of these regulations, including, but not limited to, any and all documentary evidence or facts presented, any nominations of teams, resources or personnel, any safety inspection reports, any financial or legal submissions made or any findings as a result of a site/ stadium inspection.

## ARTICLE 6 RESPONSIBILITIES OF THE LICENSOR

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- 6.01** The Irish Football Association (IFA) is the licensor.
- 6.02** The IFA governs its club licensing system, appoints the appropriate licensing bodies and controls the necessary processes and requirements.
- 6.03** The IFA guarantees the licence applicants full confidentiality with regard to all non-public information given by the licence applicant during the licensing process. Within the Irish Football Association, the Licensing Administration and the decision-making bodies are

permitted to communicate and disclose information submitted by a licence applicant to all relevant statutory bodies, panels or commissions of the IFA/ NIFL.

A confidentiality agreement shall be concluded between the IFA and the licence applicant.

- 6.04** Anyone involved in the licensing process or appointed by the IFA must sign a confidentiality clause and an independence declaration before assuming his tasks.
- 6.05** In particular the licensor must:
- a. establish an appropriate licensing administration as defined in **Article 7**;
  - b. establish at least two decision-making bodies as defined in **Article 8**;
  - c. set up a catalogue of sanctions as defined in **Article 4**;
  - d. define the core process in accordance with **Article 12**;
  - e. assess the documentation submitted by the licence applicants, consider whether this is appropriate and define the assessment procedures in accordance with **Article 10**;
  - f. ensure equal treatment of all licence applicants and guarantee them full confidentiality with regard to all information provided during the licensing process as defined in **Article 11**;
  - g. determine to its comfortable satisfaction whether each criterion has been met and what further information, if any, is needed for a licence to be granted.

## **ARTICLE 7 LICENSING ADMINISTRATION**

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- 7.01** The licensor must appoint a licensing manager who is responsible for the licensing administration.

The licensing administration includes experienced experts in the fields covered by the six types of club licensing criteria (Sporting, Football Social Responsibility, Infrastructure, Personnel, Legal and Financial).

- 7.02** The tasks of the licensing administration include:
- a. preparing, implementing and further developing the club licensing system;
  - b. providing administrative support to the decision-making bodies;
  - c. assisting, advising and monitoring the licensees during the season;
  - d. informing UEFA of any event occurring after the licensing decision that constitutes a significant change to the information previously submitted to the licensor, including a change of legal form, legal group structure (including change of ownership) or identity;
  - e. serving as the contact point for and sharing expertise with the licensing departments of other UEFA member associations and with UEFA itself.
- 7.03** At least one member of licensing administration or an external financial expert must have a financial background and a diploma in accountancy/auditing as defined by the CCAB (Consultative Committee of Accountancy Bodies), i.e., ICAEW, ICAS, ICAI, ACCA, CIMA or CIPFA, or must have several years' experience in the above matters (a "recognition of competence").

## **ARTICLE 8 DECISION-MAKING BODIES**

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- 8.01** The decision-making bodies are the Licensing Committee (acting as the First Instance Body) and the Licensing Appeals Committee (acting as the second instance/ Appeals Body).

The decision-making bodies must be independent of each other.

### **LICENSING COMMITTEE (LC)**

- 8.02** The Licensing Committee decides on whether a licence should be granted to an applicant



on the basis of the documents provided by the submission deadline set by the licensor as per the Core Process. The Licensing Committee shall also decide and on whether a licence should be withdrawn.

- 8.03** The Board of the IFA decides on the composition of the Licensing Committee, which is made up of seven members. The members of the Licensing Committee are appointed by the IFA Board. Members of the Licensing Committee must not belong simultaneously to the executive body of the IFA or NIFL or be part of the management personnel of an affiliated club.
- 8.04** The quorum of the Licensing Committee shall be three members. The Chair has both a deliberate vote and the casting vote in the case of the Licensing Committee being unable to reach a majority decision.
- 8.05** The decision must always be put in writing and include the reasoning in the case of a licence refusal as well as the conditions for lodging an appeal before the Licensing Appeals Committee.
- 8.06** The Licensing Committee has the authority to review the club licensing criteria and to deal with any matter not provided for in this manual.

#### **LICENSING APPEALS COMMITTEE (LAC)**

- 8.07** The Licensing Appeals Committee decides on appeals submitted in writing and makes a final decision on whether a licence should be granted or withdrawn. The Licensing Appeals Committee will only review decisions made by the Licensing Committee and will not rehear the case or review fresh evidence.
- 8.08** Appeals may only be lodged by:
- a licence applicant who received a refusal from the Licensing Committee;
  - a licensee whose licence has been withdrawn by the Licensing Committee; or
  - the licensing manager on behalf of the licensor.
- 8.09** The Licensing Appeals Committee makes its decision based on the decision of the Licensing Committee and all admissible evidence provided by the appellant with its written request for appeal and by the set deadline.

The decision must be put in writing and include the reasoning in the case of a licence refusal.

- 8.10** The Board of the Irish Football Association decides on the composition of the Licensing Appeals Committee, which is made up of six members. The members of the Licensing Appeals Committee are appointed by the IFA Board. Members of the Licensing Committee must not belong simultaneously to the executive body of the IFA or NIFL or be part of the management personnel of an affiliated club.
- 8.11** The quorum of the Licensing Appeals Committee shall be three members. The Chair has both a deliberate vote and the casting vote in the case of the Licensing Appeals Committee being unable to reach a majority decision.
- 8.12** The decision of the Licensing Appeals Committee is final and no further appeal may be lodged under the IFA Articles of Association. In this respect, particular attention must be paid to the relevant deadlines for entering the UEFA club competitions.

#### **REQUIREMENTS OF MEMBERS OF THE DECISION-MAKING BODIES**

- 8.13** Members of the decision-making bodies are appointed in accordance with the IFA Articles of Association and must:

- a. act impartially in the discharge of their duties;
- b. abstain if there is any doubt as to their independence from the licence applicant or if there is a conflict of interest. In this connection, the independence of a member may not be guaranteed if he/she or any member of his/her family (spouse, child, parent or sibling) is a member, shareholder, business partner, sponsor or consultant of the licence applicant;
- c. not act simultaneously as licensing manager or member of licensing administration;
- d. not belong simultaneously to a judicial statutory body of the licensor;
- e. not belong simultaneously to the executive body of the IFA or NIFL;
- f. not belong simultaneously to the personnel of an affiliated club;
- g. include at least one qualified solicitor/ barrister holding a qualification recognised by the Law Society of Northern Ireland (or equivalent) and a financial auditor/ accountant holding a qualification recognised by the CCAB (Consultative Committee of Accountancy Bodies), i.e., ICAEW, ICAS, ICAI, ACCA, CIMA or CIPFA.

### **PROCEDURE OF DECISION MAKING**

**8.14** The decision-making bodies must operate to the following procedural rules which apply to the decision-making process.

a. **Deadlines**

Deadlines are those defined in the Core Process outlined in this Manual and must be respected.

b. **Equal Treatment**

Fundamental procedural rights shall be guaranteed to any party during the licensing process, particularly the right to equal treatment and the right to a fair hearing, which includes, but is not limited to, the right to speak and the right to have a reasoned decision.

c. **Representation**

Licence applicants shall have the right to representation (legal or otherwise) before the Licensing Appeals Committee ONLY, except as directed by the Licensing Committee in line with step 12 of the Core Process.

d. **Right to be Heard**

Taking into account c) above, all licence applicants shall have the right to be heard by the decision-making bodies. The identities of the people acting on behalf of the licence applicant shall be verified, and these people shall be instructed to tell the truth and shall be informed that they shall be sanctioned by the IFA competent bodies, should they present false information or represent a false or misleading position (whether positively or by omission).

e. **Time Limit to Appeal and time limit for requests**

The time limit to appeal is 4 (four) days after the date of the Licensing Committee meeting at which the decision appealed against was taken, unless for any reason it was not made known to the appellant at such meeting in which case it must be within 4 (days) days after the date on which the decision was intimated in writing to the licence applicant/licensee.

Time limits are triggered when notified as above and shall begin on the day following notification.

f. **Form of Appeal**

The appeal must be submitted in writing. The statement of the appeal must mention:

- i. The decision appealed against
- ii. The grounds for the appeal (facts and/or law)
- iii. The pleadings (including applicable procedural complaints)

g. **Submission of Appeal**

The submission of the appeal must be made by Royal Mail Special Delivery Letter. Such letters must be addressed to the Chief Executive of the Irish Football Association, National Football Stadium at Windsor Park, Donegall Avenue, Belfast BT12 6LU.

Such letter must be dispatched (confirmation of which should be retained by the appellant should evidence be needed) in accordance with (e) above.

h. **Cost of Appeal**

An appeal deposit fee of £250 must be submitted in accordance with (e) and (g) above and made payable to the Irish Football Association returnable to the appellant (i.e. the licence applicant which received the refusal from the LC or the licensee whose Club Licence has been withdrawn by the LC) should the appeal be upheld.

i. **Effects of an Appeal**

An appeal submitted in compliance with (e – h) above shall have a delaying effect on any direct or consequential effect of the original decision.

j. **Evidence**

Any evidence or facts which are to be used by the appellant to support its case must be referred to in the appeal statement and, where appropriate, supporting documentation must be provided and lodged in accordance with (e – h) above.

Evidence, or facts, not presented in line with the Core Process and not placed before the Licensing Committee will not be considered by the Licensing Appeals Committee when reaching its decision.

k. **Burden of Proof**

The appellant shall have the burden of proof.

l. **Hearings/ Deliberations**

Any evidence, facts, documents, contentions or allegations must be made in advance of a hearing and must also be presented in the presence of the competent decision-making body.

After all parties are satisfied with their presentations, the competent decision-making body shall deliberate in camera and, in general, immediately after the hearing.

m. **Decision**

The decision-making bodies shall issue their decisions in writing. Their decisions shall mention:

- i. The place and date where and when the decision was issued
- ii. The names of the decision-making body in question
- iii. The parties concerned
- iv. The pleadings of the parties
- v. The reasons for the decision in fact and in law
- vi. The judgement (including where applicable the distribution of costs)
- vii. If applicable, the possibility of lodging an appeal before the LAC and the conditions for such an appeal (deadline, form, etc.)

n. **Conflict**

Where there is a conflict between the IFA Articles/ Standing Orders and this Manual in respect of licensing matters, this Manual shall prevail.

## ARTICLE 9 LICENSOR'S CERTIFICATION

- 9.01 The licensor must be certified against the *UEFA Club Licensing Quality Standard* on an annual basis by an independent body appointed by UEFA.

## ARTICLE 10 ASSESMENT PROCEDURES

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- 10.01** The licensor defines the assessment procedures, except those used to verify compliance with the defined criteria for which specific assessment processes must be followed as set out in **Annex E**.

## ARTICLE 11 EQUAL TREATMENT AND CONFIDENTIALITY

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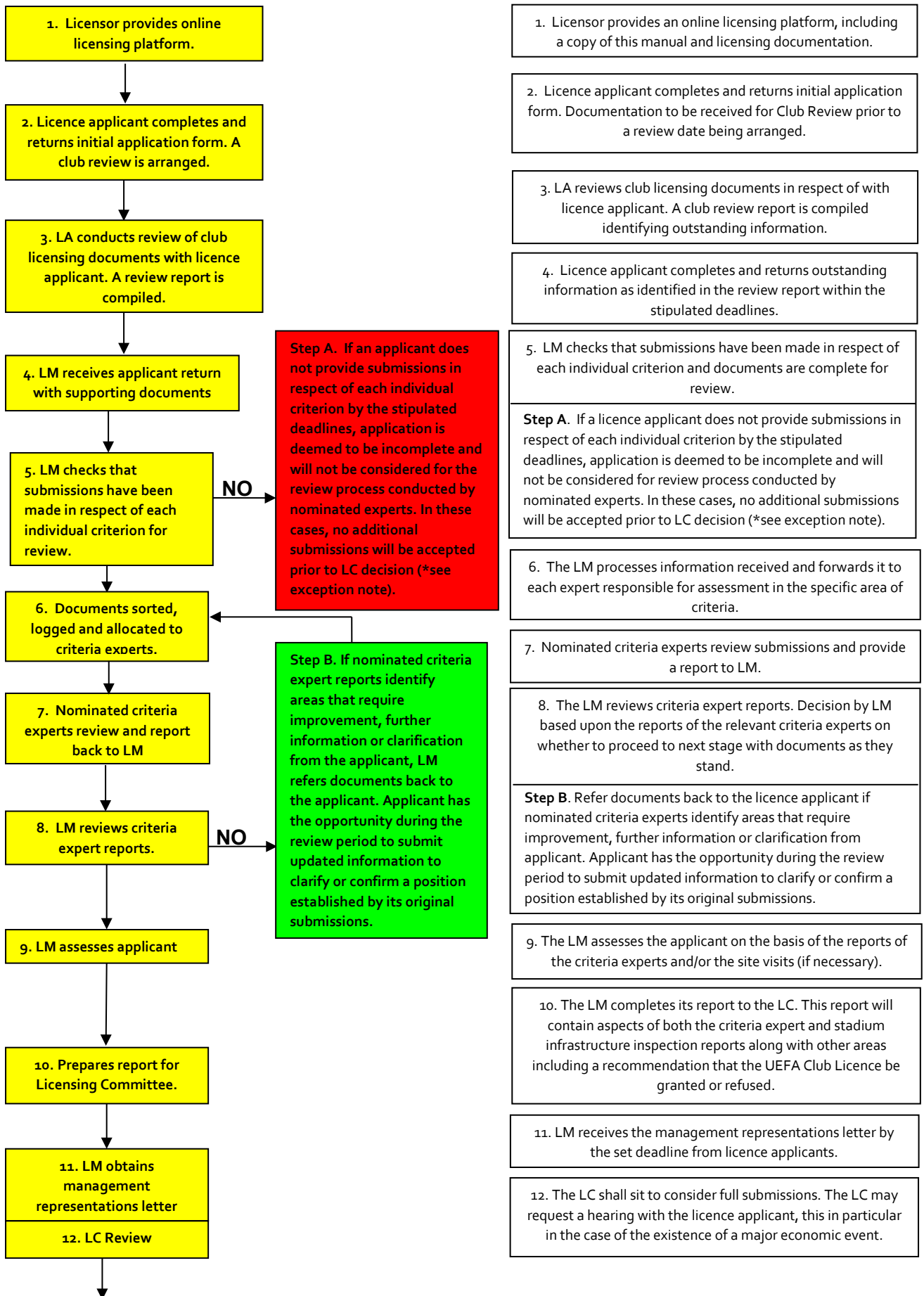
- 11.01** The licensor ensures equal treatment of all licence applicants during the core process.
- 11.02** The licensor guarantees the licence applicants full confidentiality with regard to all information submitted during the licensing process. Anyone involved in the licensing process or appointed by the licensor must sign a confidentiality agreement before assuming their tasks.

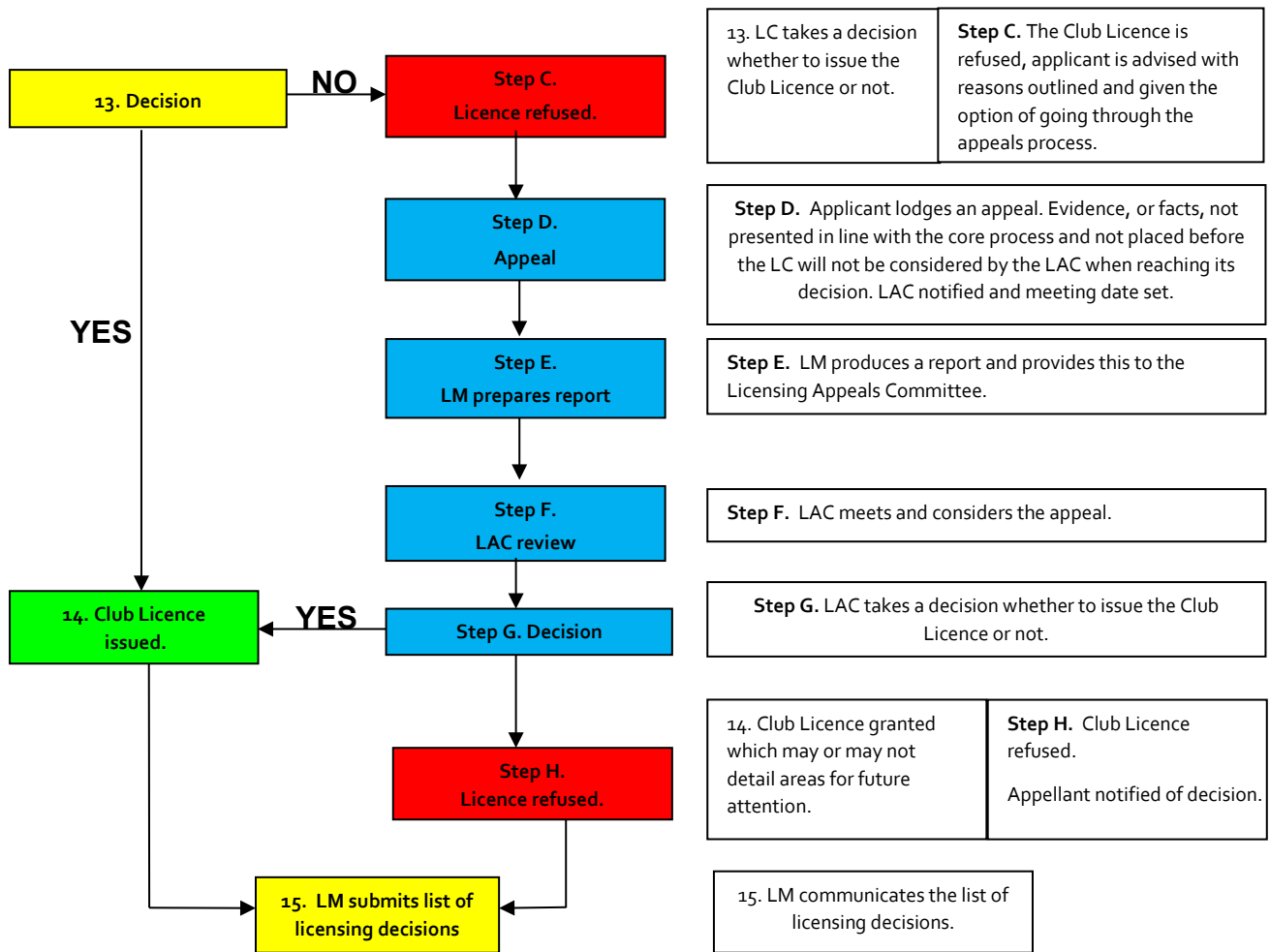
## ARTICLE 12 CORE PROCESS

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- 12.01** The IFA defines the Core Process for the verification of the club licensing criteria and thus manages the issuing of licences.
- 12.02** The Core Process starts on 27 October 2023 with access being made available to the online licensing platform and licensing application documents for prospective licence applicants. It ends with the publication of the list of licensing decisions by the licensor.
- 12.04** The Core Process is described below and is aimed at:
- a. helping the IFA in establishing an appropriate and efficient licensing process according to its needs and organisation;
  - b. agreeing on the main requirements that the IFA has to comply with to issue the Club Licence;
  - c. ensuring that the decision on the granting of the Club Licence is made by an independent body (LC or LAC);
  - d. ensuring that the decision-making bodies receive adequate support from the Licensing Administration;
  - e. ensuring that licence applicants understand and respect the process and deadlines that must be followed to be issued with the Club Licence.

## CORE PROCESS





1. The Irish Football Association provides an online licensing platform.
2. The licence applicant completes and returns initial application documentation by the stipulated deadline.
3. Licensing Administration reviews initial application documentation and if in order grants access to the online licensing platform containing Sporting, Football Social Responsibility, Infrastructure, Personnel & Administrative, Legal and Financial criteria for completion by licence applicant.
4. All submissions relating to the licensing application should be submitted via the Club Licensing online platform. A review date is arranged between the Licensing Administration and the licence applicant in respect of Sporting, Football Social Responsibility, Infrastructure, Personnel & Administrative and Legal submissions.

Financial documentation must be provided by a submission deadline of 31 March 2024.

5. Licensing Review

Documentation to be received for Club Review by 9 February 2024. Licensing Administration agrees a review date with the licence applicant. The licensing review will be carried out as follows:

- a) All licensing submissions, including supporting documentation required under Sporting, Football Social Responsibility, Infrastructure, Personnel & Administrative and Legal criteria (with the exception of financial criteria – submission deadline of 31 March) will be reviewed by the Licensing Administration.
  - b) An infrastructure inspection of the ground may be carried out in accordance with the infrastructure criteria detailed in Annexe A.
  - c) Non-conformities will be identified in a review report by the Licensing Administration in terms of outstanding submissions/ documentation. The Licensing Administration provides guidance on tackling the non-conformities and agrees activity to remedy these.
6. Following the issuance of the review report in respect of Sporting, Football Social Responsibility, Infrastructure, Personnel & Administrative and Legal criteria, the licence applicant is given 14 days to address non-conformities within the review report. All required documentation must be returned to the Licensing Administration within the stipulated deadline as stated within the review report. Special dispensation on the 14-day return date may be granted to address physical infrastructure non-conformities.
7. The Licensing Manager checks that the documents returned by the licence applicant are complete for expert review and that they are returned within the stipulated deadlines.

**Decision - two alternatives: step (A) or step 8**

**A. If an applicant does not provide submissions in respect of each individual criterion by the stipulated deadlines, then its application is deemed to be incomplete and will not be considered for review process conducted by nominated experts. In these cases, no additional submissions will be accepted prior to LC decision.**

***\*Exception Note: Applicants will be permitted to seek an extension to the submission deadlines in exceptional circumstances only (circumstances to be assessed and a determination made by the LC) and provided such an extension request is lodged in writing to the licensor in advance of the applicable deadline.***

***Extension requests not lodged in this manner will not be considered.***

***The duration of any extension request granted by the LC will not exceed the last day of the applicable review period.***

8. If the submissions are complete and sent within the stipulated deadlines, the Licensing Manager sorts the information received, records it and forwards it to the appointed criteria experts with responsibilities for that particular area for review (e.g., legal documents will be forwarded to the legal expert, financial information to the financial expert, etc.).
9. The nominated criteria experts receive the licence applicant's documents from the Licensing Manager, review the documents, check the fulfilment of the criteria and then submit report back to the Licensing Manager.
10. The Licensing Manager verifies that the reports of the criteria experts are complete and reviews the reports and the opinion of the criteria experts.

**Decision - two alternatives: step (B) or step 11**

**B.** If nominated criteria expert reports identify areas that require improvement, further information or clarification from the applicant, the Licensing Manager refers documents back to the applicant. The licence applicant then has the opportunity during the review period to submit updated information to clarify or confirm a position established by its original submissions.

11. The Licensing Manager assesses the licence applicant on the basis of the reports of the criteria experts and stadium infrastructure inspection visits, where necessary.
12. The Licensing Manager prepares the report for consideration of the Licensing Committee (LC). This report will contain aspects of the criteria experts and site inspection reports and other areas including a recommendation that the Club Licence be granted or refused.
13. Licence applicant submits management representations letter stating whether or not any events or conditions of major economic importance have occurred; this is to be included in a report to the LC.
14. The LC receives the report of the Licensing Manager, reviews it, asks the Licensing Manager for further explanations and documents if necessary and makes the decision whether to grant the Club Licence or not. The LC may request a hearing with the licence applicant; this in particular is in the case of the existence of a major economic event.

**Decision - two alternatives: step C or step 15.**

- C. After careful review of the licence applicant's documents and of the report of the Licensing Manager, the Licensing Committee refuses to grant the Club Licence. The refusal details the areas of non-compliance and the licence applicant is given the possibility of lodging an appeal before the Licensing Appeals Committee (LAC).
- D. The licence applicant lodges an appeal in accordance with Article 8.14. Evidence, or facts, not presented in line with the core process and not placed before the LC will not be considered by the LAC when reaching its decision.  
The LAC is notified and the meeting date is set.
- E. The Licensing Manager produces a report and delivers it to the LAC. The report details areas of concern and the reasons for the refusal.
- F. The LAC meets and considers the appeal.
- G. Decision of LAC.



**Decision - two alternatives: step H or step 15.**

**H. After careful review of the licence applicant's documents and of the report of the Licensing Manager, the LAC refuses to grant the Club Licence.**

15. After careful review of the licence applicant's documents and of the report of the Licensing Manager, the decision-making body issues the Club Licence. The issuance of the Club Licence is subject to the condition that the licence applicant fulfils all 'A'- criteria defined in this Manual. The issued Club Licence may or may not detail areas for future attention of the licence applicant.
16. The Licensing Manager receives the reports of the decision-making bodies. On the basis of the decisions made by the decision-making bodies, LM prepares the list of licensing decisions for communication.

### TIMETABLE AND DEADLINES FOR CORE PROCESS

#### BY

<u>27 October 2023</u>	Licensing documents prepared and issued to the concerned licence applicants.
<u>6 November 2023</u>	<b>Submission deadline</b> for receipt of completed application form from licence applicants.
<u>9 February 2024</u>	Documentation to be received for Club Review.
<u>February - March 2024</u>	<p>Club Reviews (relating to Sporting, Football Social Responsibility, Infrastructure, Personnel &amp; Administrative and Legal criteria) and Stadium Infrastructure Inspection Visits completed by Licensing Administration, as required.</p> <p>Within the review report the licence applicant is given a 14-day <b>submission deadline</b> for receipt of further documentation to address "non-conformities" relating to the Sporting, Football Social Responsibility, Infrastructure, Personnel &amp; Administrative and Legal criteria.</p> <p>Once received, outstanding documents are logged by the Licensing Administration and forwarded to the respective criteria 'expert' for review.</p>
<u>4 April 2024</u>	<b>Conclusion of criteria expert review period</b> for documents relating to Sporting, Football Social Responsibility, Infrastructure, Personnel & Administrative and Legal criteria.
<u>4 April 2024</u>	<b>Submission deadline</b> for documents related to the Financial criteria (and return of all documentation from the licence applicant unless as earlier date is specified).
<u>4 April – 18 April 2024</u>	Criteria <b>Expert Review Period</b> for documents related to the Financial criteria.
<u>19 April 2024</u>	Submission of Management Representations Letter Preparation of Report to the Licensing Committee
<u>25 April 2024</u>	Licensing Committee Decision.
<u>26 April 2024</u>	Notification of licensing decisions to applicants.

## ARTICLE 13 DEFINITION OF LICENCE APPLICANT AND ONE-YEAR RULE

- 13.01** A licence applicant may only be a football club, i.e., a legal entity fully and solely responsible for a football team participating in national and international club competitions which either:
- is a registered member of the Irish Football Association and the Northern Ireland Football League (hereinafter: registered member); or
  - has a contractual relationship with a registered member (hereinafter: football company).
- Individuals may not apply for/ receive the Club Licence.
- 13.02** By the start of the licence season, the membership and/or the contractual relationship (if any) must have lasted for at least one season. Furthermore, the licence applicant must have participated in the official competitions for at least one season (hereinafter: one-year rule).
- 13.03** An entity which has not been a member of the Irish Football Association for at least one season may be regarded as a registered member providing that its membership is as a result of a transfer of membership from the entity which was previously a member, and such transfer of membership has been formally approved by the Football Committee of the Irish Football Association.
- 13.04** Any change to the legal form, legal group structure (including a merger with another entity or transfer of football activities to another entity) or identity (including headquarters, name or colours) of a licence applicant/licensee must be notified to the licensor before the start of the licensing process.
- 13.05** Any change to the legal form, legal group structure (including a merger with another entity or transfer of football activities to another entity) or identity (including headquarters, name or colours) of a licence applicant/licensee that took place within the season preceding the start of the licence season to the detriment of the integrity of a competition; or to facilitate the licence applicant's qualification for a competition on sporting merit; or to facilitate the licence applicant receipt of a licence is deemed as an interruption of membership or contractual relationship (if any) within the meaning of this provision.
- 13.06** If the licence applicant has control on any subsidiary, then consolidated financial statements shall be prepared and submitted to the IFA as if the entities included in the consolidation ("the group") were a single company.
- 13.07** If the licence applicant is controlled by a parent, which may be controlled by another parent or which may have control over any other subsidiary or may exercise significant influence over any other associate, any transaction with the parent of the licence applicant or any parent or subsidiary or associate of such parent must be disclosed in the notes to the financial statements to draw attention to the possibility that its financial position and profit or loss may have been affected by the existence of related parties and by transactions and outstanding balances with such parties.
- 13.08** The status of a football club (professional, semi-professional or amateur) is not relevant to the issuance of the Club Licence.
- 13.09** The legal form of a football club is not relevant to the issuance of the Club Licence.

## ARTICLE 14 GENERAL RESPONSIBILITIES OF THE LICENCE APPLICANT

- 14.01** The licence applicant is fully responsible for the participation of its first squad in domestic and international football club competitions as well as for the fulfilment of the club licensing criteria.

The licence applicant must provide the Irish Football Association with:

- a. all necessary information and relevant documents to fully demonstrate that the licensing obligations are fulfilled; and
  - b. any other document relevant for decision-making by the licensor.
- 14.02** This includes information on the reporting entity/entities in respect of which sporting, football social responsibility, infrastructure, personnel and administrative, legal and financial information is required to be provided.
- 14.03** Any event that occurs after the submission of the licensing documentation to the licensor and represents a significant change to the information previously submitted must be promptly notified to the licensor in writing (including a change of the licence applicant's legal form, legal group structure including ownership, or identity).

## **ARTICLE 15 LICENCE**

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- 15.01** The Club Licence must be issued according to the provisions of these regulations.
- 15.02** The IFA will provide an online licensing platform. The licence applicant must submit an application to the IFA. In this application, the licence applicant must declare that it will fulfil the obligations of the IFA club licensing system for participation in club competitions and accept and respect the Core Process and its applicable deadlines.
- 15.03** Only licence applicants which fulfil the club licensing criteria set out in these regulations at the deadlines defined shall be granted the Club Licence by the IFA.
- 15.05** A licence expires without prior notice at the end of the season for which it was issued.
- 15.06** A licence cannot be transferred.
- 15.07** A licence may be withdrawn by the licensor's decision-making bodies if:
- a. any of the conditions for the issuing of a licence are no longer satisfied; or
  - b. the licensee violates any of its obligations under the national club licensing regulations.
- 15.08** As soon as a licence withdrawal is envisaged, the IFA must inform all concerned parties.

## CLUB LICENSING CRITERIA

### ARTICLE 16 GENERAL

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- 16.01** With the exception of those in **16.02** below, the criteria defined in the Sporting, Infrastructure, Personnel & Administrative, Legal and Financial sections must be fulfilled by licence applicants in order for them to be granted a licence.
- 16.02** Failure to fulfil the criteria defined in **Article 19, Article 22 to Article 29, Article 34, Article 40, Article 45 to Article 54, Article 67 and Article 74** does not lead to refusal of a licence but to a sanction defined by the licensor according to its catalogue of sanctions (see **Article 4**).

## **SPORTING CRITERIA**

### **ARTICLE 17 YOUTH DEVELOPMENT PROGRAMME**

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- 17.01** The licence applicant must have a written youth development programme approved by the licensor.
- 17.02** The licensor must regularly verify the implementation of the approved youth development programme and evaluate its quality.
- 17.03** The programme must cover at least the following areas:
- Youth development objectives and philosophy
  - Youth sector organisation (organisational chart, bodies involved, relation to licence applicant, youth teams, etc.)
  - Personnel (technical, medical, administrative, etc.) and minimum qualifications required
  - Infrastructure (training and match facilities, availability, etc.)
  - Financial resources (budget, contribution from licence applicant, players or local community, etc.)
  - Football education for various age groups (playing skills, technical, tactical and physical)
  - Educational initiatives (Laws of the Game; anti-doping; integrity; anti-racism)
  - Medical support for youth players (including maintaining medical records)
  - Review and feedback process to evaluate the results and achievements against the objectives
  - Duration of the programme (at least three years but maximum seven).
- 17.04** The licence applicant must further ensure that:
- every youth player involved in its youth development programme can follow mandatory school education in accordance with national law; and
  - no youth player involved in its youth development programme is prevented from continuing their non-football education.

### **ARTICLE 18 YOUTH TEAMS**

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- 18.01** The licence applicant must have the following youth teams within its legal entity, another legal entity included in the reporting perimeter or a club affiliated to its legal entity:
- At least three youth teams within the age range of 10 to 21;
  - At least one under-10 team or organised football activities for under-10s.
- 18.02** Each youth team, except for the under-10s, must take part in official competitions or programmes played over the course of a season at national, regional or local level and which are recognised by the IFA.

### **ARTICLE 19 WOMEN'S FOOTBALL ACTIVITIES ('B' criterion)**

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- 19.01** The licence applicant must support women's football by implementing measures and activities aimed to further develop, professionalise and popularise women's football such as:
- entering a first and/or youth team in official competitions;
  - providing support to an affiliated women's football club; or
  - Engaging and liaising with IFA Foundation staff to organise at the minimum, an 8-week programme to support and develop women's football initiatives. This programme must take place during the 12 months prior to the licence season. Please contact Women's Football Development Manager, Lauren Moore ([lauren.moore@irishfa.com](mailto:lauren.moore@irishfa.com)) to arrange a club specific programme.

## ARTICLE 20 REGISTRATION OF PLAYERS

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- 20.01** All the licence applicant's players above the age of 10 must be registered with the UEFA member association or its affiliated league in accordance with the relevant provisions of the *FIFA Regulations on the Status and Transfer of Players*.

## ARTICLE 21 WRITTEN CONTACT WITH PROFESSIONAL PLAYERS

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- 21.01** Each of the licence applicant's professional players must have a written contract with the licence applicant in accordance with the relevant provisions of the *FIFA Regulations on the Status and Transfer of Players*.
- 21.02** The licence applicant must ensure that its professional players' contracts are in line with the relevant provisions of the *Agreement regarding the minimum requirements for standard players contracts in the professional football sector in the European Union and the rest of the UEFA territory*.

## ARTICLE 22 LOAN OF PROFESSIONAL PLAYERS ('B' Criterion)

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- 22.01** The licence applicant must respect the provisions of the *FIFA Regulations on the Status and Transfer of Players* with regard to loans of professional players.

## ARTICLE 23 REFEREEING MATTERS AND LAWS OF THE GAME ('B' Criterion)

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- 23.01** The licence applicant must ensure that all members of its first squad (players, coaches and other technical staff) attend a session or an event on refereeing organised by or in collaboration with the IFA during the 12 months prior to the licence season.

## **FOOTBALL SOCIAL RESPONSIBILITY CRITERIA**

### **ARTICLE 24 FOOTBALL SOCIAL RESPONSIBILITY STRATEGY ('B' Criterion)**

- 24.01** The licence applicant must establish and implement a football social responsibility strategy in line with the *UEFA Football Sustainability Strategy 2030* and relevant UEFA guidelines, for at least the areas of equality and inclusion, anti-racism, child and youth protection and welfare, football for all abilities, and environmental protection.

### **ARTICLE 25 EQUALITY AND INCLUSION ('B' Criterion)**

- 25.01** The licence applicant must establish and implement a policy to ensure equal rights and opportunities for all people following and contributing to football activities organised by the licence applicant.

### **ARTICLE 26 ANTI-RACISM/ ANTI-DISCRIMINATION ('B' Criterion)**

- 26.01** The licence applicant must establish and implement a policy to tackle racism and discrimination to guarantee that all the licence applicant's policies, programmes and practices are exercised without discrimination of any kind.

### **ARTICLE 27 CHILD AND YOUTH PROTECTION AND WELFARE ('B' Criterion)**

- 27.01** The licence applicant must implement the Irish FA Safeguarding Children and Young People Policy and Procedures in their entirety and communicate this to all club members to protect, safeguard and ensure the welfare of youth players and ensure they are in a safe environment when participating in activities organised by the licence applicant.

Licence applicants will be required to evidence the following: ·

- a. The appointment of a Designated Childrens Safeguarding Officer (DCSO) and Deputy if deemed necessary by the club. This person (s) will be responsible for ensuring the application of Irish FA Safeguarding policy and procedures and promoting safeguarding best practice within the club. Contact details of the DCSO should be made available to all club members.
- b. The DCSO must complete the Irish FA's Safeguarding Children and Young People in Football awareness training and DCSO training within 6 months of taking up post. The DCSO must complete an AccessNI Enhanced Disclosure Check through the Irish FA. These should be renewed every 3 years.
- c. The DCSO must ensure all staff, coaches and volunteers engaged in regulated activity complete an AccessNI Enhanced Disclosure Check through the Irish FA. All checks must be renewed every 3 years.
- d. Staff, coaches, and volunteers who engage in regulated activity roles must complete, and where appropriate, evidence the Irish FA's Safeguarding Children and Young People in Football awareness training. Training must be renewed every 3 years.

### **ARTICLE 28 FOOTBALL FOR ALL ABILITIES ('B' Criterion)**

- 28.01** The licence applicant must establish and implement a policy to make following and contributing to football activities organised by the licence applicant accessible and enjoyable for everyone, irrespective of disability or disabling factors.

### **ARTICLE 29 ENVIRONMENTAL PROTECTION ('B' Criterion)**

- 29.01** The licence applicant must establish and implement a policy to improve its environmental footprint and sustainability in relation to the organisation of events, infrastructure construction and management.



## FOOTBALL SOCIAL RESPONSIBILITY CONTACTS

In respect of this criteria, licence applicants must liaise directly with the contacts listed below for each of the relevant sections:

<b>FOOTBALL SOCIAL RESPONSIBILITY STRATEGY</b>	<a href="mailto:Mark.Dennison@irishfa.com">Mark.Dennison@irishfa.com</a>
<b>EQUALITY AND INCLUSION</b>	<a href="mailto:Alan.Crooks@irishfa.com">Alan.Crooks@irishfa.com</a>
<b>CHILD AND YOUTH PROTECTION AND WELFARE</b>	<a href="mailto:Kevin.Doyle@irishfa.com">Kevin.Doyle@irishfa.com</a>
<b>ANTI-RACISM/ ANTI-DISCRIMINATION</b>	<a href="mailto:Andrew.Hardy@irishfa.com">Andrew.Hardy@irishfa.com</a>
<b>FOOTBALL FOR ALL ABILITIES</b>	<a href="mailto:Alan.Crooks@irishfa.com">Alan.Crooks@irishfa.com</a>
<b>ENVIRONMENTAL PROTECTION</b>	<a href="mailto:Keith.Gibson@irishfa.com">Keith.Gibson@irishfa.com</a>

## **INFRASTRUCTURE CRITERIA**

### **ARTICLE 30 APPROVED GROUND FOR DOMESTIC CLUB COMPETITIONS**

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- 30.01** The licence applicant must have a ground available to utilise for domestic club competitions.
- 30.02** If the licence applicant is not the owner of a ground, it must provide a written contract with the owner(s) of the ground(s) it will use.
- 30.03** It must be guaranteed that the ground(s) can be used for the licence applicant's home matches during the licence season.
- 30.04** The ground must be based within Northern Ireland, be approved by the IFA and fulfil all minimum requirements defined in **Annex A**.
- 30.05** Licence applicants must ensure that the required spectator facilities (as detailed in **Annex A**) are still satisfied as a result of assessment against the principles and requirements of the Safety of Sports Grounds (Northern Ireland) Order 2006.
- 30.06** Assessment of this criterion may be conducted as an official site inspection(s).

### **ARTICLE 31 STADIUM SAFETY**

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#### **31.01** General Safety Certificate – Certificated Grounds

Under the Safety of Sports Grounds (Northern Ireland) Order 2006, any certificated ground (including a ground with one or more regulated stands) **MUST** be issued with a General Safety Certificate by the relevant certifying authority (i.e. district council).

A General Safety Certificate is issued for an indefinite period but should be reviewed by the relevant district council annually, or more frequently if required.

Following a review and amendments are made by the council, an updated General Safety Certificate must be re-issued to the certificate holder. This in turn, must be promptly forwarded by the licensee/ licence applicant to the licensor. If there are no alterations, the council should re-sign and date the signature page (only) contained within the existing certificate and issue (the single page only) to the certificate holder. As above, this should be promptly forwarded to the licensor.

For certificated grounds, match planning and organisation arrangements should comply with the terms and conditions of the General Safety Certificate issued by the relevant district council. Written confirmation that the licence applicant is continuing to operate within the requirements of the legislation without any significant breaches of the terms and conditions must also be obtained from the relevant district council;

#### **OR**

#### **31.02** Third-party Ground Safety Certifications – Non-certificated Grounds/ Parts of Grounds

Grounds, or parts of a ground which are not subject to certification (i.e. the part of a ground which is outside the area of the regulated stand(s) and any associated escape route from same), under the Safety of Sports Grounds (Northern Ireland) Order 2006, must provide appropriate third-party safety confirmations for the ground (or part thereof) covering structural, electrical, fire and mechanical safety.

These confirmations must be on the relevant IFA issued documentation only and must be obtained from, and approved by, suitably qualified persons who hold valid and appropriate third-party certification. Evidence of such certification must be provided.

The third-party safety confirmations should cover the period up to and including the end of the season for which the licence is to be granted. If such confirmations are provided for a longer period of time, the additional period covered should be to 31 May of any subsequent licence season.

Where the validity period of any third-party safety confirmation does not extend to the end of the season, it remains entirely the responsibility of the licence applicant to ensure that an updated, current, valid third-party safety confirmation template remains on file with the Club Licensing Unit at all times.

## ARTICLE 32 STADIUM EVACUATION PLAN

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- 32.01** The licence applicant must have in place an evacuation plan which ensures that the whole ground can be evacuated in the case of an emergency. The plan must be developed specific to the ground of use and should be formulated in co-operation with the Police Service of Northern Ireland, the Northern Ireland Fire and Rescue Service and the Northern Ireland Ambulance Service whilst the licence applicant/ ground management should also seek input from any other agency/ body which could provide a meaningful input.
- 32.02** The stadium evacuation plan for:
- a. a certificated ground (including a ground which contains one or more regulated stands) must be incorporated within the club's contingency plans and comply with the terms and conditions of the General Safety Certificate. Note that in the case of a ground with one or more regulated stands, the evacuation plan must also incorporate the part of the ground which is not subject to certification (i.e., the part of the ground which is outside the area of the regulated stand(s) and any associated escape routes from same).
  - b. a non-certificated ground must be submitted directly to the licensor.  
In respect of a non-certificated ground, or part of a ground which is outside the remit of the General Safety Certificate, the licence applicant/ ground management must be mindful that an evacuation plan is only one element of contingency planning. It is recommended that an assessment of the risk of any incident occurring at the stadium which might prejudice safety or disrupt normal operations should be carried out and a structured and progressive response formulated into a wider contingency plan.

## ARTICLE 33 TRAINING FACILITIES - AVAILABILITY

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- 33.01** The licence applicant must have training facilities available throughout the year.
- 33.02** If the licence applicant is not the owner of the training facilities, it must provide a written contract with the owner(s) of the training facilities.
- 33.03** It must be guaranteed that the training facilities can be used by all the licence applicant's teams during the licence season, taking into account its youth development programme.

## ARTICLE 34 TRAINING FACILITIES – MINIMUM INFRASTRUCTURE ('B' Criterion)

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- 34.01** As a minimum, the infrastructure of training facilities must fulfil the requirements defined below:
- a. outdoor training facilities to include one full size grass or synthetic pitch with floodlighting;
  - b. indoor facilities;
  - c. two dressing rooms of a size for 18 persons with 4 showers; and
  - d. one suitably equipped medical room.

It is recommended that training facilities are equipped with defibrillators.

## **PERSONNEL AND ADMINISTRATIVE CRITERIA**

### **ARTICLE 35 GENERAL MANAGER**

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**35.01** The licence applicant must have appointed a general manager who is responsible for running the daily business and operative matters of the licence applicant and who can take club-related decisions within the framework of policies set by the executive body of the licence applicant. It is therefore paramount that this person has suitable experience to properly run the club.

### **ARTICLE 36 FINANCE OFFICER**

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**36.01** The licence applicant must have appointed a qualified finance officer who is responsible for its financial matters who can be either a person working in the licence applicant's administration, or an external partner mandated by the licence applicant through a written contract.

**36.02** The Finance Officer must as a minimum satisfy one of the following conditions:

- a. Hold a recognised accounting qualification as defined by the CCAB (Consultative Committee of Accountancy Bodies), i.e., ICAEW, ICAS, ICAI, ACCA, CIMA or CIPFA;
- b. Hold membership of the IATI or AAT (Institute of Accounting Technician Ireland or Association of Accounting Technicians) and be able to demonstrate practical experience in financial matters of at least 3 years;
- c. Be part qualified via a recognised accounting qualification as defined by the CCAB (Consultative Committee of Accountancy Bodies), i.e., ICAEW, ICAS, ICAI, ACCA, CIMA or CIPFA and be able to demonstrate practical experience in financial matters of at least 3 years.

Licence applicants seeking to satisfy this criterion through b) or c) above must submit a written request for approval to the licensor.

**36.03** One of the core functions within the role of the club Finance Officer is the preparation of the club's accounting records or financial statements for audit. To ensure that the objectivity and independence of the auditor is maintained, the Club Licensing Committee wishes to reinforce that a club Finance Officer cannot be either a partner or employee of the audit firm unless the audit firm has taken (and evidenced) demonstrable steps to identify, evaluate and address threats to independence to ensure the integrity of its audit.

**36.04** Licence applicants and their independent auditor must be mindful at all times of the principal threats to the auditor's objectivity and independence.

**36.05** Licence applicants are also reminded that their nominated Finance Officer must be their primary contact in respect of communication of financial matters and submission of required financial documentation.

### **ARTICLE 37 MEDIA OFFICER**

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**37.01** The licence applicant must have appointed a qualified media officer who is responsible for media matters to include:

#### Pre-Match

- a. Coordinate access and accreditation for all broadcast, written and photography media;
- b. Prepare media working area in terms of functionality and cleanliness;
- c. Prepare and distribute team-sheets to media in attendance;

### During Match

- d. Assist external and visiting clubs media queries in game including technical support;
- e. Plan and communicate post-match plans and arrangements, including any restrictions to media in attendance;

### Post-Match

- f. Co-ordinate post-match interview schedule for all media parties in line with agreed NIFL Media Guidelines;
- g. Ensure that all broadcast rights agreements are adhered to for post-match interviews including providing representatives from both teams for interview;
- h. Ensure media working area is available for all media post-match.

## **ARTICLE 38 CLUB MEDICAL DOCTOR**

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**38.01** The licence applicant must have appointed at least one club medical doctor who is responsible for medical support and advice as well as for doping prevention policy. The club medical doctor must provide medical support during matches and be present or define and implement appropriate emergency procedures at training.

For NIFL League fixtures, it is acceptable for the home and away clubs to arrange, prior to the match, for one doctor to be available on the day of the match. It is the responsibility of the home club to arrange this, and any such arrangement should be documented in writing between the participating clubs. The doctor should be at the ground prior to the arrival of participants and spectators and should remain in position until at least all match related activity has concluded.

**38.02** The club medical doctor must be registered with the General Medical Council (GMC) and hold a qualification and/or demonstrate experience in pre-hospital immediate care, including as a minimum life support and trauma management. The medical doctor must provide:

- a. Copy of registration with GMC;
- b. Copy of medical insurance coverage from the Medical Protection Societies, Medical Defence Association or equivalent.

It is recommended that doctors inform their medical indemnity provider annually of their role within the club to ensure adequate cover is provided.

**38.03** The club medical doctor must be duly registered with the IFA or NIFL.

## **ARTICLE 39 PHYSIOTHERAPIST**

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**39.01** The licence applicant must have appointed at least one physiotherapist who is responsible for injury assessment, treatment, rehabilitation and prevention for the first team squad.

**39.02** The physiotherapist/ sports-therapist must be registered with the Health and Care Professions Council (HCPC)/ Society of Sports Therapists or equivalent\* and must also provide a copy of his medical insurance coverage.

\*The professional body must confirm that a member has undergone relevant training and has the necessary skills, knowledge and experience to satisfy the purpose and responsibilities of this role.

**39.03** The physiotherapist must be duly registered with the IFA or NIFL.

## ARTICLE 40 MATCH ORGANISATION OFFICER ('B' criterion)

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- 40.01** The licence applicant must have appointed a match organisation officer who is responsible for the overall organisation of the first squad home matches.
- 40.02** The match organisation supports and improves the overall organisation of home matches and coordinates with other delivery roles.

## ARTICLE 41 SAFETY AND SECURITY OFFICER

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- 41.01** In line with the Sports Ground Safety Authority 6th Edition Green Guide, the licence applicant must have appointed a qualified Safety and Security Officer with the following responsibilities:
- Developing, implementing and reviewing safety and security policy and procedures, including risk management and planning;
  - Being the main point of contact between the public authorities/ other relevant bodies and the licence applicant on all safety and security matters;
  - Managing match-related safety and security operations.
- 41.02** The Safety and Security Officer must confirm availability for matches and should be trained and experienced in matters of crowd control and safety and security at football venues. The licence applicant/ ground management has the responsibility for ensuring that all safety personnel receive sufficient training to enable them to competently carry out the duties and responsibilities assigned to them.
- 41.03** The IFA National Security Officer can offer advice and guidance to clubs hosting 'high profile' matches where security is a factor. This will assist clubs in addressing match related security issues in a consistent and professional manner.

## ARTICLE 42 FIRST TEAM MANAGER

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- 42.01** The licence applicant must have appointed a qualified First Team Manager who is responsible for (and recognised as being responsible for) as a minimum, the following matters of the first squad:
- Players' selection;
  - Tactics and training;
  - Management of the players and technical staff in the dressing room and the technical area before, during and after matches; and
  - Duties regarding media matters (press conferences, interviews, etc.).
- 42.02** The First Team Manager must satisfy one of the following options in respect of required coaching qualifications, issued by a UEFA member association in accordance with the *UEFA Coaching Convention*:
- Hold a valid UEFA A coaching licence or any valid non-UEFA coaching diploma which is equivalent to the UEFA A coaching licence and recognised by UEFA as such;
  - Have started and attended the first part of the UEFA A coaching licence course and is working towards completion in a reasonable time frame. Registration for the UEFA A coaching licence course is not sufficient to meet this criterion.
  - Hold a valid UEFA recognition of competence equivalent to the licence required under a) or b) above as applicable.

## ARTICLE 43 HEAD OF THE YOUTH DEVELOPMENT PROGRAMME

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- 43.01** The licence applicant must have appointed a qualified head of the youth development programme who is responsible for running the daily business and the technical aspects of the youth sector.
- 43.02** The head of the youth development programme must satisfy one of the following options in respect of required coaching qualifications, issued by a UEFA member association in accordance with the *UEFA Coaching Convention*:
- Hold a valid UEFA A coaching licence or any valid non-UEFA coaching diploma which is equivalent to the UEFA A coaching licence and recognised by UEFA as such; or
  - Have already started and attended the UEFA A coaching licence course and be working towards completion in a reasonable timeframe. Registration for the UEFA A coaching licence course is not sufficient to meet this criterion; or
  - Hold a valid UEFA Elite Youth A coaching licence as issued by the IFA and recognised by UEFA; or
  - Have already started and attended the UEFA Elite Youth A Licence course and be working towards completion in a reasonable timeframe. Registration for the UEFA Elite Youth A Licence course is not sufficient to meet this criterion; or
  - a valid UEFA recognition of competence equivalent to the licence required under a), b), c) or d) above as applicable.
- 43.03** The First Team Manager cannot fulfil this role and any nominated Head of Youth Development also fulfilling a coaching role within the club must be able to deliver the management and strategic planning functions of the Youth Development programme.

## ARTICLE 44 YOUTH COACHES

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- 44.01** The licence applicant must have appointed for each of its development teams at least one coach to be responsible for that development team in all football matters.
- 44.02** Each development coach must as a minimum hold the relevant qualification as listed below for the relevant age group:
- Development Teams U-21 to U-16  
A valid UEFA B coaching licence or any valid non-UEFA coaching licence which is equivalent to the UEFA B coaching licence and recognised by the IFA as such; or  
Have already started and attended the UEFA B coaching licence course and be working towards completion in a reasonable timeframe. The simple inscription to the UEFA B coaching licence course is not deemed to be in compliance with the criterion.
  - Development Teams U-15 and younger  
The IFA Level 1 Coaching Award/ National Coaching Certificate. The simple inscription to such an education course is not deemed to be in compliance with the criterion.
- 44.04** Any development coach nominated by a licence applicant must actually be the coach responsible for all football matters in respect of that development team, which means in particular that he must be involved in the training sessions of the team in question and be coaching the team in question on the touchline during matches.

## ARTICLE 45 FOOTBALL SOCIAL RESPONSIBILITY OFFICER ('B' criterion)

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- 45.01** The licence applicant must have appointed a football social responsibility officer who is responsible for the implementation of football social responsibility policies and measures in

accordance with the *UEFA Football Sustainability Strategy 2030* and relevant UEFA guidelines.

#### **ARTICLE 46 SUPPORTER LIAISON OFFICER ('B' criterion)**

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- 46.01 The licence applicant must have appointed a supporter liaison officer (SLO) to act as the key contact point for supporters.
- 46.02 The SLO informs supporters about relevant decisions made by the competent executive body (e.g., Board/ Management Committee) of the licence applicant whilst in the other direction communicating the needs of fans to the said executive body of the licence applicant.
- 46.03 The SLO will regularly meet and collaborate with the relevant club personnel on all related matters. The license applicant must provide evidence of same.

#### **ARTICLE 47 DISABILITY ACCESS OFFICER ('B' criterion)**

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- 47.01 The licence applicant must have appointed a disability access officer to support the provision of inclusive, accessible facilities and services.
- 47.02 The disability access officer will regularly meet and collaborate with the relevant club personnel on all related matters. The license applicant must provide evidence of same

#### **ARTICLE 48 GROUNDS PERSON ('B' criterion)**

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- 48.01 The licence applicant must have appointed a grounds person being responsible for the preparation, presentation and maintenance of the stadium playing surface.
- 48.02 The grounds person must have completed a Football Groundsmanship Course Level One (Annual Preparation Maintenance) or hold an equivalent qualification in Sports Turf Management.

#### **ARTICLE 49 GOALKEEPER COACH OF FIRST TEAM ('B' criterion)**

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- 42.01 The licence applicant must have appointed a qualified goalkeeper coach who assists the First Team Manager in goalkeeping matters of the first squad.
- 42.02 The Goalkeeper Coach must hold one of the following minimum coaching qualifications, issued in accordance with the UEFA Coaching Convention:
  - a. a valid UEFA Goalkeeper B coaching licence or any valid non-UEFA coaching diploma which is equivalent to the UEFA Goalkeeper B coaching licence and recognised by UEFA as such;
  - b. a valid UEFA recognition of competence equivalent to the licence required under a) above;
  - c. have started and attended the first part of the UEFA Goalkeeper B coaching licence course and is working towards completion in a reasonable time frame. Simple registration to the UEFA Goalkeeper B coaching licence course is not sufficient to meet this criterion.
  - d. a valid IFA Goalkeeper Diploma/ National Coaching Certificate.

#### **ARTICLE 50 WRITTEN CONTRACTS ('B' criterion)**

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- 50.01 All administrative, technical, medical and security staff or service providers performing any of the functions referred to in **Article 35 to Article 49** must have written contracts with the licence applicant (or another entity within the legal group structure of the licence applicant) in accordance with the national legal framework.
- 50.02 The licence applicant must ensure that each coach's contract is in line with the relevant provisions of the *FIFA Regulations on the Status and Transfer of Players*.



## **ARTICLE 51 SERVICE PROVIDERS ('B' criterion)**

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- 51.01** If a given function is entrusted to a service provider who is not a club employee in accordance with the national legal framework, the licence applicant must sign a written contract with the service provider. It must contain the following information as a minimum:
- a. Defined tasks and responsibilities;
  - b. Information on the person(s) responsible for the function, including their relevant qualifications.

## **ARTICLE 52 OCCUPATION OF FUNCTIONS ('B' criterion)**

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- 52.01** The mandatory functions defined in **Article 35 to Article 49** represent the minimum organisational structure required of the licence applicant.
- 52.02** One person could occupy more than one function, provided the person has sufficient time, adequate competencies and the necessary qualifications for each function, and no conflict of interest.

## **ARTICLE 53 ORGANISATIONAL STRUCTURE ('B' criterion)**

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- 53.01** The licence applicant must provide the licensor with an organisational chart clearly identifying the relevant personnel and their hierarchical and functional responsibilities in its organisational structure.
- 53.02** An organisational chart is a visual representation of a club's structure, indicating relevant relationships and interdependencies between various departments. It provides an overview of the club's hierarchy, individual roles and functions and the division of responsibilities, as well as important contact details.
- 53.03** As a minimum, the organisational chart should provide information on the key personnel defined in **Article 35 to Article 49**.

## **ARTICLE 54 DUTY OF REPLACEMENT DURING THE LICENCE SEASON ('B' criterion)**

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- 54.01** If a function defined in **Article 35 to Article 49** becomes vacant during the licence season, the licensee must ensure that, within a period of a maximum of 60 days, the function is taken over by someone who holds the required qualification.
- 54.02** In the event that a function becomes vacant due to illness or accident, the licensor may grant an extension to the 60-day period only if reasonably satisfied that the person concerned is still medically unfit to resume their duties.
- 54.03** The licensee must promptly notify the licensor of any such replacement.

## LEGAL CRITERIA

### **ARTICLE 55 DECLARATION IN RESPECT OF PARTICIPATION IN UEFA CLUB COMPETITIONS**

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- 55.01** The licence applicant must submit a legally valid declaration confirming the following:
- a. The licence applicant confirms it has read and fully understands the current IFA Club Licensing Manual(s), Annexes, Templates, Application Form, Confidentiality Agreement and Contract and agree to abide by and comply with the requirements and conditions contained therein.
  - b. The signatories have authority to enter into this agreement on behalf of the licence applicant by virtue of its own statutes, constitutions and rules and are the persons entitled to sign the contract.
  - c. The licence applicant confirms that all licensing documents submitted to the IFA are complete, accurate, up to date, duly certified where necessary and submitted in a timely manner. The licence applicant accepts that the licensor will base its decisions on the documentation submitted by the licence applicant to the Licensing Administration as part of the application only and that previous submissions, documents or information provided to the IFA for any other reason or as part of any other application will not be deemed to have fulfilled any of the licensing requirements herein unless otherwise agreed in writing between the parties herein.
  - d. The licence applicant confirms that it fully authorises the Licensing Manager, the Licensing Administration and the decision-making bodies to examine all documentation pertaining to its application for a licence and appeal (if applicable) and for the Licensing Manager to seek clarification, further evidence, explanations and all other information from any relevant public authority or private body in accordance with national law.
  - e. The licence applicant recognises that it is legally bound by the rules, statutes, articles and regulations of FIFA, UEFA, the Irish Football Association and the Northern Ireland Football League.
  - f. The licence applicant agrees to respect at all times and recognises as legally binding the rules, statutes, articles, regulations, directives and decisions of FIFA, UEFA, the Irish Football Association and the Northern Ireland Football League as well as the jurisdiction of the Court of Arbitration for Sport (CAS) in Lausanne (Switzerland) as provided for in the articles of the UEFA Statutes.
  - g. The licence applicant confirms that it will abide by and observe the IFA's Club Licensing Regulations and the UEFA Club Licensing and Financial Sustainability Regulations, if applicable.
  - h. The licence applicant understands that the Licensing Committee is empowered to take the first instance decision on its licence application and that the Licensing Appeals Body is empowered to take a final and binding decision on whether a licence is issued. It accepts the powers of these two decision-making bodies as outlined in this Manual(s) and agrees to be bound by the decisions of these two decision-making bodies.  
  
The licence applicant further recognises and agrees that, in, evidence, or facts, not presented in line with the core process and not placed before the Licensing Committee will not be considered by the Licensing Appeals Committee when reaching its decision.
  - i. The licence applicant confirms its reporting perimeter is defined in accordance with **Article 62**.

- j. All revenues and costs related to each of the football activities listed in **Article 62.03** have been included in the reporting perimeter.
- k. The licence applicant confirms that it will be accountable for any consequences of an entity included in the reporting perimeter not abiding by and observing e), f) and g) above.
- l. All relevant information related to any change of its legal form, legal group structure (including ownership) or identity from the season preceding the start of the licence season have been reported to the IFA and UEFA.
- m. The licence applicant confirms that it is legally based in the territory of the IFA and will play its home matches only within that territory. It accepts that a change in its designated stadium is subject to a decision of the competent body responsible for the respective competitions.
- n. The licence applicant confirms that it:
  - i. Has the right to use the name and brands of the club and agrees not to change the name of the club for advertising/promotional purposes; and
  - ii. Agrees to accept no clauses in contracts with television, sponsors or other commercial partners that could restrict the licence applicant in its freedom of decision or affect its management.
- o. The licence applicant accepts that only members of the IFA as defined in this Manual can apply for and obtain a licence and that members who are individuals cannot apply for or obtain a licence. It further accepts that licence applicants only can appeal and be a party to appeal proceedings.
- p. The licence applicant accepts that it must be fully responsible for and have the sole control over all the football activities that are related to the participation in national and international football competitions, as well as for the club licensing requirements.
- q. The licence applicant accepts that it must be the sole beneficial owner of all the licence applicant's players' contracts and must have sole control of football activities. The licence applicant understands that it is responsible for ensuring that compensation paid to players arising from contractual or legal obligations and all the revenues arising from gate receipts are accounted for in the books of the licence applicant.
- r. The licence applicant accepts that it is responsible for ensuring that all of its players are registered with the IFA and, if non-amateur players, have a written player's labour contract with the licence applicant.
- s. The licence applicant confirms it has provided evidence (if any) with the IFA application form of any relationships (financial or otherwise) between the licence applicant and any other legal entities that are wholly owned, associated or affiliated to the licence applicant. The licence applicant confirms it will inform the IFA of any such relationships which are formed during the life of our licence.
- t. The licence applicant confirms that it will promptly inform the licensor about any significant change, event or condition of major economic importance.
- u. The licence applicant confirms its acceptance of the form of confidentiality agreement provided by the Licensing Administration.
- v. The licence applicant accepts that the Licensing Administration has the right to make public statements where the licence applicant formally applies and/or subsequently withdraws its licensing application at any time during the process and/or for the purpose of communicating details of any sanction applied by the Licensing Committee to any licence applicant.
- w. The licence applicant confirms that it will only play in competitions recognised and endorsed by the IFA at national level and will only participate in competitions at international level that are recognised by UEFA. For avoidance of doubt this does not relate to training matches.

- x. The Licensor or its nominated bodies have the power to carry out spot checks on licence applicants by attending at the licence applicant or grounds without prior notice and shall be entitled to examine all documentation relating to licensing requirements and to carry out checks on any aspect of club licensing requirements.
  - y. The licence applicant accepts that the licensor reserves the right to seek clarifications and/or assurances in relation to any and all creditors / debtors and/or assets/liabilities identified (or subsequently made known). This may include documentation where available.
- 55.02** The declaration must be executed by an authorised signatory of the licence applicant no more than three months prior to the deadline for its submission to the licensor.

## **ARTICLE 56 MINIMUM LEGAL INFORMATION**

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- 56.01** The licence applicant must submit at least the following minimum legal information about the licence applicant and if different, the registered member:
- a. Complete legal name;
  - b. Legal form;
  - c. Copy of current, valid statutes;
  - d. Extract from a public register (e.g. trade register), if applicable;
  - e. List of authorised signatories;
  - f. Type of signature required (e.g. individual, collective).
- 56.02** The licence applicant must also provide the following contact information:
- a. Address of its official headquarters;
  - b. Official contact details (such as phone/fax number and email addresses);
  - c. Address of its official public website;
  - d. Name and direct contact details of its main official contact person for club licensing matters.

## **ARTICLE 57 WRITTEN CONTRACT WITH A FOOTBALL COMPANY**

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- 57.01** If the licence applicant is a football company as defined in **Article 13.01 (b)**, it must provide a written contract of assignment with a registered member.
- 57.02** The contract must stipulate the following, as a minimum:
- a. The football company must comply with the applicable statutes, regulations, directives and decisions of FIFA, UEFA, the UEFA member association and its affiliated league.
  - b. The football company must not further assign its right to participate in a competition at national or international level.
  - c. The football company's right to participate in such a competition ceases to apply if the assigning club's membership of the association ceases.
  - d. If the football company is put into bankruptcy or enters liquidation, this is deemed to be an interruption of membership or contractual relationship within the meaning of **Article 13**. For the sake of clarity, a licence already granted to the football company cannot be transferred from the football company to the registered member.
  - e. The UEFA member association must be reserved the right to approve the name under which the football company participates in national competitions.
  - f. The football company must, at the request of the competent national arbitration tribunal or the Court of Arbitration for Sport (CAS), provide views, information, and documents on matters regarding the football company's participation in national or international competitions.
- 57.03** The contract of assignment and any amendment to it must be approved by the UEFA member association or its affiliated league.

## ARTICLE 58 LEGAL GROUP STRUCTURE

- 58.01** The licence applicant must provide the licensor with a document that presents its legal group structure at the annual accounting reference date prior to the deadline for the submission of its licence application to the licensor.
- 58.02** This document must clearly identify and include information on:
- the licence applicant and, if different, the registered member;
  - any subsidiary of the licence applicant and, if different, the registered member;
  - any associate entity of the licence applicant and, if different, the registered member;
  - any party that has 10% or greater direct or indirect ownership of the licence applicant, or 10% or greater voting rights;
  - any direct or indirect controlling entity of the licence applicant;
  - any other football club, in respect of which any of the parties identified in a) to e), or any of their key management personnel, have any ownership interest or voting rights or membership or any other involvement or influence whatsoever in its management, administration or sporting performance; and
  - the key management personnel of the licence applicant and, if different, the registered member.
- 58.03** The reporting perimeter as defined in **Article 62** must also be clearly identified in the document.
- 58.04** The following information must be provided in relation to each of the parties included in the legal group structure:
- Name and, if applicable, legal form;
  - Main activity; and
  - Percentage of ownership interest and, if different, percentage of voting rights.
- For any subsidiary of the licence applicant and, if different, the registered member, the following information must also be provided:
- Share capital;
  - Total assets;
  - Total revenues; and
  - Total equity.
- 58.05** The licensor must be informed of any changes there may have been to the legal group structure during the period between the annual accounting reference date and the submission of this information to the licensor.
- 58.06** If deemed relevant the licensor may request the licence applicant/licensee to provide other information in addition to that listed above.
- 58.07** The licence applicant must confirm that the information about the legal group structure is complete, accurate and in compliance with these regulations. This must be evidenced by way of a brief statement and signature by the executive body/authorised signatories of the licence applicant.

## ARTICLE 59 ULTIMATE CONTROLLING PARTY, ULTIMATE BENEFICIARY AND PARTY WITH SIGNIFICANT INFLUENCE

- 59.01** The licence applicant must provide the licensor with a document which contains information on:
- the ultimate controlling party of the licence applicant;

- b. the ultimate beneficiary of the licence applicant, i.e., a natural person on whose behalf an entity or arrangement is owned or controlled, or a transaction is conducted; and
  - c. any party with significant influence over the licence applicant.
- 59.02** The following information must be provided in relation to each of the parties identified in **paragraph 59.01** above as at the date of submission of this information to the licensor:
- a. Name and, if applicable, legal form;
  - b. Main activity;
  - c. Percentage of ownership interest and, if different, percentage of voting rights in respect of the licence applicant;
  - d. If applicable, key management personnel; and
  - e. Any other football club in respect of which the party, or any of its key management personnel, has any ownership interest, voting rights or membership or any other involvement or influence whatsoever.
- 59.03** The licence applicant must confirm whether any change has occurred in relation to the information indicated in **paragraphs 59.01 and 59.02** above during the period covered by the annual financial statements up to the submission of the information to the licensor.
- 59.04** If a change has occurred as indicated in **paragraph 59.03** above, it must be described in detail by the licence applicant in the information to the licensor. As a minimum the following information must be provided:
- a. The date on which the change occurred;
  - b. A description of the purpose of and reasons for the change;
  - c. Implications for the licence applicant's financial, operating and sporting policies; and
  - d. A description of any impact on the licence applicant's equity or debt situation.
- 59.05** If deemed relevant the licensor may request the licence applicant to provide additional information other than that listed above.
- 59.06** The licence applicant must confirm that the declaration on the ultimate controlling party, ultimate beneficiary and party with significant influence is complete, accurate and in compliance with these regulations. This must be evidenced by way of a brief statement and signature by the executive body/authorised signatories of both the licence applicant and the licence applicant's ultimate controlling party.

## **ARTICLE 60 WRITTEN REPRESENTATION PRIOR TO THE LICENSING DECISION**

- 60.01** The licence applicant must submit written representation to the IFA within the seven days prior to the start of the Licensing Committee's decision-making process (25 April 2024), i.e., from 19-25 April 2024.
- 60.02** The licence applicant must confirm:
- a. That all documents submitted to the licensor are complete, accurate and in compliance with these regulations;
  - b. Whether or not any significant change or similar event has occurred in relation to its licensing application or any of the club licensing criteria;
  - c. Whether or not any event or condition of major economic importance has occurred that may have an adverse impact on the licence applicant's financial position since the balance sheet date of the preceding audited annual financial statements and reviewed interim financial statements (if so, the management representations letter must include a description of the nature of the event or condition and an estimate of its financial effect, or a statement that such an estimate cannot be made);

The licence applicant must, in particular, declare whether any of the following have occurred:

- i. Fixed term borrowing approaching maturity without realistic prospects of renewal or repayment;
  - ii. Indications of withdrawal of financial support by financiers and other creditors;
  - iii. Substantial operating losses since the last submitted financial statements;
  - iv. Inability to pay creditors on due dates;
  - v. Inability to comply with the terms of loan agreements with finance providers;
  - vi. Discovery and confirmation of material fraud or errors that show the financial statements are incorrect;
  - vii. Determination of pending legal proceedings against the licence applicant that result in claims that are unlikely to be satisfied;
  - viii. The executive responsibilities of the licence applicant are being undertaken by a person(s) under some external appointment, relating to legal or insolvency procedures, rather than by the management;
  - ix. A significant change of key management;
  - x. Management determines that it intends to liquidate the entity, cease trading, or seek protection from creditors pursuant to laws or regulations, or that it has no realistic alternative but to do so;
  - xi. Player transactions where the amounts paid or received are significant;
  - xii. Transactions relating to property – for example, in relation to the licence applicant’s stadium; and
  - xiii. Any other events or conditions of major economic importance
- d. Whether or not the licence applicant and, if different, the registered member or any parent company of the licence applicant included in the reporting perimeter is seeking or has received protection from its creditors pursuant to laws or regulations within the 12 months preceding the licence season.
- 60.03** Approval by the licence applicant’s management must be evidenced by way of a signature on behalf of the executive body of the licence applicant.

## **ARTICLE 61 INSURANCE**

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- 61.01** The licence applicant must furnish evidence of public and employers liability insurance. Confirmation is required that licence applicants as a minimum have Employers’ Liability Insurance for £10 million Indemnity and Public/ Product Liability Insurance for £2 million Indemnity. The documentation from a bona fide insurer must be provided to satisfy the above.

## FINANCIAL CRITERIA

### ARTICLE 62 REPORTING ENTITY/ENTITIES AND REPORTING PERIMETER

- 62.01** The licence applicant determines and provides to the licensor the reporting perimeter, i.e., the entity or combination of entities in respect of which financial information (e.g., single entity, consolidated or combined financial statements) has to be provided in accordance with **Annex C.2** and assessed in accordance with **Annex E**.
- 62.02** The reporting perimeter must include:
- the licence applicant and, if different, the registered member;
  - any subsidiary of the licence applicant and, if different, the registered member;
  - any entity, irrespective of whether it is included in the legal group structure, which generates revenues and/or performs services and/or incurs costs in respect of any of the football activities defined in **paragraphs 62.03(a) and (b)** below;
  - any other entity included in the legal group structure which generates revenues and/or performs services and/or incurs costs in respect of any of the football activities defined in **paragraphs 62.03(c) to (k)** below.
- 62.03** Football activities include:
- employing/recruiting employees (as defined in **Article 69**) including payment of all forms of consideration to employees arising from contractual or legal obligations;
  - acquiring/selling players' registrations (including loans);
  - ticketing;
  - sponsorship and advertising;
  - broadcasting;
  - merchandising and hospitality;
  - club operations (administration, matchday activities, travel, scouting, etc.);
  - use and management of stadium and training facilities;
  - women's football;
  - youth development; and
  - financing, including equity that results in obligations on the licence applicant, or debt directly or indirectly secured or pledged against the licence applicant's assets or revenues.
- 62.04** An entity may be excluded from the reporting perimeter only if:
- the football activities it performs are already entirely reflected in the financial statements of one of the entities included in the reporting perimeter; and
  - its activities are entirely unrelated to the football activities defined in paragraph 3 above or the locations, assets or brand of the football club; or
  - it is immaterial compared with all the entities that form the reporting perimeter and it does not perform any of the football activities defined in **paragraph 62.03(a) and (b)** above.
- 62.05** The licence applicant must submit a declaration by an authorised signatory which confirms:
- that all revenues and costs related to each of the football activities indicated in **paragraph 62.03** have been included in the reporting perimeter, providing a detailed explanation if this is not the case; and
  - whether any entity included in the legal group structure has been excluded from the reporting perimeter, justifying any such exclusion with reference to **paragraph 62.04**.



## ARTICLE 63 ANNUAL FINANCIAL STATEMENTS

- 63.01** The licence applicant must prepare and submit to the licensor its annual financial statements in respect of its most recent statutory closing date (annual accounting reference date) prior to 31 March 2024.
- 63.02** The annual financial statements must be audited by an independent auditor as defined in **Annexe B**. Section 477 of the Companies Act 2006, which allows smaller UK and NI Companies to be exempt from a full audit, is not applicable for the purpose of this criterion.
- 63.03** Comparative figures in respect of the prior annual accounting reference date must be provided.
- 63.04** Annual financial statements, including comparative amounts for the prior period, must be prepared in accordance with International Financial Reporting Standards or national accounting standards (as applicable) and must include:
- a balance sheet as at the end of the reporting period;
  - a profit and loss account/income statement for the reporting period;
  - a cash flow statement for the reporting period;
  - a statement of changes in equity over the reporting period;
  - notes, comprising a summary of significant accounting policies and other explanatory notes; and
  - a financial review by management.
- 63.05** In addition to any other relevant information included in the financial statements, the following details (**even where amounts are zero**) must also be clearly shown on either the profit and loss account or as an accompanying note attached to the financial statements:
- Match day receipts
  - Income from IFA (please specify)
  - Donations received
  - Sponsorship received
  - Income from player transfers
  - Other income (please specify)
  - Player wages (including PAYE/NIC)
  - Player expenses
  - Staff wages (including PAYE/NIC)
  - Staff expenses
  - Expenditure relating to player transfers
- 63.05** In addition to any other relevant information included in the financial statements, the following details (**even where amounts are zero**) must also be clearly shown on either the balance sheet or as an accompanying note attached to the financial statements:
- Land and building
  - Other fixed assets
  - Amounts owed by other clubs in relation to player transfers
  - Amounts owed to other clubs in relation to player transfers
  - Amounts owed - VAT
  - Amounts owed - PAYE/NIC
  - Bank loans
  - Overdrafts
  - Loans from members (or Directors if a Limited Company).
  - Other loans

- 63.06 Tangible Fixed Asset Valuations – Properties** To ensure that properties are accounted for on a consistent basis, all licence applicants must have their properties revalued as follows:
- i. Where a licence applicant has never revalued its properties, a revaluation must occur and be reflected on the balance sheet as at 31 December 2023.
  - ii. Where a club has revalued its properties, a revaluation must occur with sufficient regularity to ensure that the carrying amount does not differ materially from that which would be determined using fair value at the end of the reporting period.
  - iii. Date of most recent valuation and details of company which performed valuation must be included in notes to the financial statements.
- 63.07** Having read and considered the financial statements, the licensor must assess the information according to the assessment steps set out in **Annexe E**.
- In addition, the licence must be refused:
- i. If the financial statements are not submitted to the licensor within the defined deadline.
  - ii. If the licence applicant submits financial statements that do not meet the minimum requirements for the content and accounting.

#### **ARTICLE 64 PUBLICATION OF FINANCIAL INFORMATION**

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- 64.01** The licence applicant must publish on its website by the date (which cannot be later than the date of the submission of the list of licensing decisions to UEFA) and in the form communicated by the licensor:
- a. the audited annual financial information for the last reporting period assessed by the licensor; and
  - b. the total amount paid in the latest reporting period to or for the benefit of agents/intermediaries.

#### **ARTICLE 65 INTERIM FINANCIAL STATEMENTS**

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- 65.01** If the licence applicant's annual financial statements under **Article 63** are for a reporting period which ends prior to 31 December 2023, then additional financial statements covering the interim period up to 31 December 2023 must be prepared and submitted. These interim statements cannot exceed nine months unless under exceptional circumstances as determined by the licensor.
- 65.02** The interim period starts the day immediately after the annual accounting reference date and ends on the 31 December 2023.
- 65.03** The interim financial statements, including comparative amounts for the prior interim period, must be prepared in accordance with the same accounting policies as the annual financial statements (and this must be stated in the notes to the interim accounts) with the exception of accounting policy changes made after the date of the previous annual financial statements that are to be reflected in the next annual financial statements.
- 65.04** The interim financial statements must include:
- a. a balance sheet as at the end of the interim period;
  - b. a profit and loss account/income statement for the interim period;
  - c. a cash flow statement for the interim period;
  - d. a statement of changes in equity for the interim period;
  - e. same line items as detailed under **Article 63**; and
  - f. explanatory notes.

- 65.05** If the licence applicant did not have to prepare interim financial statements for the prior interim period, then the comparative figures may instead be from the annual financial statements for the immediately preceding reporting period.
- 65.06** Interim financial statements must be reviewed or audited by an independent auditor as defined in **Annex B**.
- 65.07** Having read and considered the financial statements, the licensor must assess the information according to the assessment steps set out in **Annexe E**.
- In addition, the licence must be refused:
- If the financial statements are not submitted to the licensor within the defined deadline.
  - If the licence applicant submits financial statements that do not meet the minimum requirements for the content and accounting.

#### **ARTICLE 66 LETTER OF SUPPORT**

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- 66.01** If the licence applicant's financial information exhibits certain warning signs in respect of going concern or a matter other than going concern, then the licence applicant is required to submit individual Financial Letters of Support from creditors and persons providing financial support to the licence applicant.
- 66.02** Furthermore, the licence applicant may also have to detail in writing the premise on which it considers itself capable of continuing as a going concern until the end of the licence season. In respect of the review of the financial information submitted in **Article 63 and Article 65 (if applicable)**, the licensor shall, at its discretion, request and direct the licence applicant to submit Financial Letter(s) of Support as detailed above.

#### **ARTICLE 67 NET EQUITY RULE ('B' Criterion for licence season 2024/25 only)**

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- 67.01** The licence applicant must report in its annual financial statements or interim financial statements (whichever close as at the 31 December preceding the deadline for submission of the application to the licensor and preceding the deadline for submission of the list of licensing decisions to UEFA) a net equity position which:
- is positive; or
  - has improved by 10% or more since the previous 31 December.
- 67.02** Net equity means the residual interest in the assets of the entity after deducting all its liabilities as set out in its annual financial statements or interim financial statements as applicable. If a licence applicant's assets exceed its liabilities, then the licence applicant has a net asset position, i.e., positive equity. If a licence applicant's liabilities exceed its assets, then the licence applicant has a net liability position, i.e., negative equity.
- 67.03** If a licence applicant does not comply with **paragraph 67.01** above as at 31 December, the licence applicant can submit a new audited balance sheet by 31 March at the latest in order to demonstrate that one of the conditions in **paragraph 67.01 (i) or (ii)** has since been fulfilled.
- 67.04** For the purpose of compliance with this criterion, equity can include subordinated loans that are, for at least the following 12 months, subordinated to all other liabilities and non-interest-bearing.
- 67.05** The licensor's assessment must be in accordance with **Annex E**.
- 67.06** Exceptionally, a licence applicant can request an alternative assessment date if:

- a. it has an annual accounting reference date of 31 May, in which case it may prepare interim financial statements for a six-month period ending 30 November and use such interim financial statements for the purposes of the net equity rule; or
- b. it has an annual accounting reference date of 30 November, in which case its annual financial statements for the reporting period ending 30 November may be used for the purposes of the net equity rule.

In such exceptional cases a) or b), all references to 31 December in the net equity rule should be understood as 30 November.

## ARTICLE 68 NO OVERDUE PAYABLES TO FOOTBALL CLUBS

**68.01** The licence applicant must prove that as at the 31 March preceding the licence season, it has no overdue payables (as defined in **Annex D**) to other football clubs as a result of obligations arising from transfers due to be paid by the 28 February preceding the licence season.

**68.02** Payables are those amounts due to football clubs as a result of:

- a. transfers of professional players (as defined in the *FIFA Regulations on the Status and Transfer of Players*), including any amount payable upon fulfilment of certain conditions;
- b. players registered for the first time as professionals, including any amount payable upon fulfilment of certain conditions;
- c. training compensation and solidarity contributions as defined in the *FIFA Regulations on the Status and Transfer of Players*; and
- d. any joint and several liability decided by a competent authority for the termination of a contract by a player.

**68.03** The licence applicant must prepare and submit to the licensor a transfers table, even if there have been no transfers/ loans during the relevant period.

**68.04** The licence applicant must disclose:

- a. all new player registrations (including loans) as a result of transfer agreements concluded in the 12-month period up to 28 February, irrespective of whether there is an amount outstanding as at 28 February;
- b. all transfers for which a payable is outstanding as at 28 February (whether they relate to the release or registrations of players and irrespective of when the transfers were undertaken); and
- c. all transfers subject to any amounts disputed as at 28 February (as defined in **Annex D**).

**68.05** The transfers table must contain the following information as a minimum (in respect of each player transfer):

- a. Player's name and date of birth;
- b. Date of the transfer agreement;
- c. Name of the football club that is the creditor;
- d. Transfer (or loan) fee paid or payable (including training compensation and solidarity contribution) even if payment has not been requested by the creditor;
- e. Other direct costs of the player's registration paid or payable;
- f. Any other compensation paid or payable in the scope of a transfer agreement;
- g. Amounts settled (as defined in **Annex D** before 28 February and payment date(s));
- h. Balance payable as at 28 February, including the due date(s) for each unpaid element;
- i. Amounts overdue as at 28 February, including the due date(s) for each unpaid element and, if applicable, amounts settled between 28 February and 31 March together with the settlement dates as well as any remaining overdue payable as at 31 March (rolled forward from 28 February), together with explanatory comment;

- j. Amounts deferred as at 28 February (as defined in **Annex D**), including the original and new due date(s) for each deferred element, and the date when a written agreement between the parties was concluded;
  - k. Amounts disputed as at 28 February (as defined in **Annex D**), including the case references and a brief description of the positions of all involved parties; and
  - l. Conditional amounts (contingent liabilities) not yet recognised in the balance sheet as at 28 February.
- 68.06** The licence applicant must reconcile its liabilities as per the transfers table to its underlying accounting records.
- 68.07** The licence applicant must confirm that the transfers table is complete, accurate and in compliance with these regulations. This must be evidenced by way of a brief statement and signature by the executive body/authorised signatories of the licence applicant.
- 68.08** All transfer and loan activities into the licence applicant only must be listed.
- 68.09** Licence applicants must provide an independent auditor's report of factual findings as per the detail of **Annex F**.
- 68.10** The Club Licence must be refused if:
- a. The information in respect of payables to other football clubs as a result of transfer activities is not submitted to the IFA within the defined deadline;
  - b. The licence applicant submits information that does not meet the minimum disclosure requirements;
  - c. As at the 31 March preceding the licence season, the licence applicant has overdue payables to other football clubs arising as a result of contractual or legal obligations from transfer activities due to be paid by 28 February preceding the licence season.
- 68.11** Payables are considered as overdue if they are not paid according to the contractual or legal terms.

#### **ARTICLE 69 NO OVERDUE PAYABLES IN RESPECT OF EMPLOYEES**

- 69.01** The licence applicant must prove that as at the 31 March preceding the licence season, it has no overdue payables (as defined in **Annex D**) in respect of its employees as a result of contractual or legal obligations due to be paid by the 28 February preceding the licence season.
- 69.02** Payables are all forms of consideration due in respect of employees as a result of contractual or legal obligations, including wages, salaries, image rights payments, bonuses and other benefits, specifically:
- a. gross wages/salaries, i.e., gross of any income tax and employee social security charges;
  - b. non-monetary benefits for current employment e.g., benefits-in-kind, access to private medical care, housing, cars and free or subsidised goods and services;
  - c. signing-on and loyalty payments;
  - d. sporting performance bonus costs and other bonus costs;
  - e. post-employment benefits, including pension contributions and any lump sum payments on retirement, and any other post-employment benefits, e.g., life insurance and access to medical care;
  - f. other long-term employee benefits, e.g., long-term paid absences, jubilee or other long-service benefits, profit sharing and bonuses, and deferred remuneration;
  - g. termination benefits/ payments;
  - h. fees, performance or other contractual bonuses;

- i. image rights payments directly or indirectly resulting from contractual agreements for the right to exploit the employees' image or reputation for promotional, media or endorsement work in relation to football and/or nonfootball activities;
- j. any employer social security charges;
- k. if not otherwise included in items set out above, any other forms of consideration such as cryptocurrencies, crypto-assets, fan tokens and nonfungible tokens; and
- l. all costs incurred in respect of a relevant person, by a third party relating to appearances, sponsorship, endorsement or merchandising work, unless the licensee can prove to the satisfaction of the CFCB that the arrangement is genuine, is at fair value, and has been negotiated and entered into independent of any relationship between the sponsor/third party and the licensee.

**69.03** The term "employees" includes the following persons:

- a. All professional players according to the *FIFA Regulations on the Status and Transfer of Players*;
- b. All administrative, technical, medical and security staff performing any of the functions referred to in **Article 35 to Article 49**; and
- c. Service providers performing any of the functions referred to in **Article 35 to Article 49**.

**69.04** If any of the "employees" is employed by, contracted to, a consultant of or otherwise provides services to an entity within the legal group structure or the reporting perimeter other than the licence applicant, these payables must be also included in the scope of paragraph 1 above.

**69.05** Amounts payable to persons who, for various reasons, are no longer employed or engaged by the licence applicant or an entity within the legal group structure of the licence applicant fall within the scope of this criterion and must be settled within the period stipulated in the contract or defined by law, regardless of how such payables are accounted for in the financial statements.

**69.06** The licence applicant must prepare and submit to the licensor an employees table showing the following total balances in respect of the employees as at the 28 February preceding the licence season:

- a. Total balance payable;
- b. Total amount overdue as well as any remaining overdue amount as at 31 March (rolled forward from 28 February);
- c. Total amount deferred (as defined in **Annex D**); and
- d. Total amount disputed (as defined in **Annex D**).

**69.07** The following information must be given, as a minimum, in respect of each overdue, deferred or disputed amount as at 28 February, together with an explanatory comment:

- a. Name and position/function of the employee (irrespective of whether the person was employed or engaged during the year up to 28 February);
- b. Start date and end date (if applicable);
- c. Amounts overdue, including the due date(s) for each unpaid element and, if applicable, amounts settled between 28 February and 31 March together with the settlement dates as well as any remaining overdue payable as at 31 March (rolled forward from 28 February);
- d. Amounts deferred, including the original and new due date(s) for each deferred element, and the date when a written agreement between the parties was concluded; and
- e. Amounts disputed, including the case references and a brief description of the positions of all involved parties.

- 69.08** The licence applicant must reconcile its liabilities as per the employees table to its underlying accounting records.
- 69.09** The licence applicant must confirm that the employees table is complete, accurate and in compliance with these regulations. This must be evidenced by way of a brief statement and signature by the executive body/authorised signatories of the licence applicant.
- 69.10** Licence applicants must provide an independent auditor's report of factual findings as per the detail of **Annex F**.
- 69.11** The Club Licence must be refused if:
- The information in respect of payables to employees is not submitted to the IFA within the defined deadline;
  - The licence applicant submits information that does not meet the minimum disclosure requirements;
  - As at the 31 March preceding the licence season, the licence applicant has overdue payables in respect of its employees as a result of contractual or legal obligations due to be paid by 28 February preceding the licence season.
- 69.12** Payables are considered as overdue if they are not paid according to the contractual or legal terms.

#### **ARTICLE 70 NO OVERDUE PAYABLES TO SOCIAL/TAX AUTHORITIES**

- 70.01** The licence applicant must prove that as at the 31 March preceding the licence season, it has no overdue payables (as defined in **Annex D**) to social/tax authorities (HMRC):
- as a result of contractual or legal obligations in respect of all employed individuals i.e., PAYE/ NIC due to be paid by the 28 February preceding the licence season;
  - as a result of contractual or legal obligations relating to VAT, Corporation Tax and any other category of tax or amount (including but not limited to pension fund payments, social security and similar payments) due to be paid by the 28 February preceding the licence season.
- 70.02** If amounts payable in relation to PAYE/ NIC, VAT Corporation Tax and any other category of tax or amount due to HMRC are overdue and have been deferred by mutual agreement, then written confirmation of such a deferment agreement **MUST** be provided relating to each category of tax owed. Such written deferment agreement(s) **MUST** be explicit in terms of total amounts owed and applicable deadlines/ schedule for payment(s) should also be included.
- 70.03** The licence applicant must submit to the licensor a social/tax table as at the 28 February preceding the licence season showing:
- total balance(s) payable to the social/tax authorities;
  - total amount(s) overdue as well as any remaining overdue amount as at 31 March (rolled forward from 28 February);
  - total amount(s) deferred (as defined in **Annex D**);
  - total amount(s) disputed (as defined in **Annex D**); and
  - total amount(s) subject to a pending decision by the competent authority (as defined in **Annex D**).
- 70.04** The following information must be given, as a minimum, in respect of each overdue, deferred, disputed or pending amount as at 28 February, together with explanatory comment:
- Name of the creditor;

- b. Amounts overdue, including the due date(s) for each unpaid element and, if applicable, amounts settled between 28 February and 31 March together with the settlement dates as well as any remaining overdue payable as at 31 March (rolled forward from 28 February);
  - c. Amounts deferred, including the original and new due date(s) for each deferred element, and the date when a written agreement between the parties was concluded;
  - d. Amounts subject to a pending decision by the competent authority and a brief description of the licence applicant's request; and
  - e. Amounts disputed, including the case references and a brief description of the positions of all involved parties.
- 70.05** The licence applicant must reconcile its liabilities as per the social/tax table to its underlying accounting records.
- 70.06** The licence applicant must confirm that the social/tax table is complete, accurate and in compliance with these regulations. This must be evidenced by way of a brief statement and signature by the executive body/authorised signatories of the licence applicant.
- 70.07** Licence applicants must provide an independent auditor's report of factual findings as per the detail of **Annex F**.
- 70.08** The Club Licence must be refused if:
- a. The information in respect of payables to Social/ Tax authorities is not submitted to the IFA within the defined deadline;
  - b. The licence applicant submits information that does not meet the minimum disclosure requirements;
  - c. As at the 31 March preceding the licence season, the licence applicant has overdue payables in respect of Social/ Tax authorities as a result of contractual or legal obligations due to be paid by 28 February preceding the licence season.
- 70.09** Payables are considered as overdue if they are not paid according to the contractual or legal terms.

#### **ARTICLE 71 NO OVERDUE PAYABLES IN RESPECT OF UEFA AND THE LICENSOR**

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- 71.01** The licence applicant must prove that as at the 31 March preceding the licence season, it has no overdue payables (as defined in **Annex D**) in respect of UEFA, additional entities designated by UEFA or the licensor as a result of obligations due to be paid by the 28 February preceding the licence season.
- 71.02** Payables in respect of UEFA include, but are not limited to, financial contributions imposed by the CFCB.
- 71.03** By the deadline and in the form communicated by the licensor, the licence applicant must prepare and submit a declaration confirming total payables to UEFA, additional entities designated by UEFA and the licensor and the absence or existence of overdue payables.

#### **ARTICLE 71 PROJECTED CASH FLOW STATEMENT**

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- 72.01** The licence applicant must prepare and submit a projected cash flow statement to cover the period 1 January 2024 to 30 June 2025 in order to demonstrate to the licensor its ability to continue as a going concern until the end of the licence season.
- 72.02** The cash flow statement must be prepared, as a minimum, on a six-monthly basis.
- 72.03** For each period, projected cash inflow/ outflow, opening balance and projected closing balance must be shown.



- 72.04** Future financial information must be prepared in a way that is consistent with the audited annual financial statements and follows the same accounting policies as those applied for the preparation of the annual financial statements except for accounting policy changes made after the date of the most recent annual financial statements that are to be reflected in the next annual financial statements, in which case details of must be disclosed.
- 72.05** Future financial information with the assumptions upon which they are based must be approved by the licence applicant's management. This must be evidenced by way of a declaration by the licence applicant's management (please refer to **Annex G**). The Representations by Management should be on club letter headed paper.

### **ARTICLE 73 REQUEST FOR ADDITIONAL FINANCIAL INFORMATION**

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- 73.01** The licensor reserves the right to seek clarifications and/or assurances in relation to any and all creditors/ debtors and/or assets/ liabilities identified (or subsequently made known). This may include documentation where available. Each licence applicant must notify the licensor of any change in circumstances relating to creditors and/or debtors.
- 73.02** Licence applicants who fail to comply with the above may at the discretion of the Club Licensing Committee have a licence refused or have any existing licence revoked.

### **ARTICLE 74 DUTY TO NOTIFY SUBSEQUENT EVENTS ('B' criterion)**

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- 74.01** Following the licensing decision by the decision-making body, the licensee must promptly notify the licensor in writing about any subsequent events that may cast significant doubt upon the licensee's ability to continue as a going concern until at least the end of the licence season. Compliance with this criterion shall be assessed by the licensor on an ongoing basis.

## **ANNEXE A – PREMIERSHIP STADIUM INFRASTRUCTURE**

### **Pitch and Playing Surface**

The field of play must be rectangular and the length of the touch line must be greater than the length of the goal line. The minimum length is 95m and the minimum width is 60m. The pitch must be level and have a good playing surface.

### **Synthetic Pitch Markings**

Only football markings in white are permitted on synthetic grass pitches. No other sports markings are permitted. Ground Environs A permanent fixed wall/ fence with a minimum height of 2 metres (measured from the exterior of the perimeter) is in place to prevent access except through the recognised entrances. Where a deterrent (glass, barbed wire, spikes etc) is placed on the top of the perimeter, it should be a minimum height of 2.4 metres. It is recommended that pitch perimeter fences, where utilised, should conform with the recommendations as laid down in the Sports Grounds Safety Authority (SGSA) 6th Edition Green Guide.

### **Run Off Areas and Dugouts**

It is recommended that a minimum distance of 2.25m, of natural grass or artificial grass, must be in place between the field of play touchlines to any fixed point (e.g., pitch perimeter fence/ wall or dugout). The run off areas must be level and free from surface depressions, excessive undulations or any obstructions (e.g. raised manholes or raised sprinklers/ hydrants). A covered dugout for each team must be provided to accommodate a minimum of eight persons. Where bench seating is utilised, each person should be allocated 50cm of linear space. A technical area must be clearly marked.

### **Access to Ground**

Clubs must provide a minimum of four appropriately positioned turnstiles to permit entry and afford for the segregation of spectators where necessary. These should be clearly identifiable and ideally be numbered.

It is stressed that entry capacity is one of the factors that determines the safe capacity of a ground or section of a ground (e.g., a stand). The entry capacity is generally the number of people who can pass through all the entry points (e.g., turnstiles) for part of, or whole of the ground, within a period of one hour. For the purpose of calculating entry capacity, an upper limit of 660 is set. Therefore, the effect on entry capacity must be carefully considered, before opting for a minimum of four turnstiles, particularly in larger capacity venues.

Access/ egress for players and officials must be provided.

An admission gate for disabled persons, with a minimum width of 1.2m, should be provided with ramps and a smooth, appropriate gradient where required.

### **Exiting Ground**

In line with the Sports Grounds Safety Authority (SGSA) 6th Edition Green Guide, exit routes should provide for spectators a smooth, unimpeded passage through an exit system until they reach the boundary of the ground, or in emergency situations, a place of safety.

In order to achieve this, management should ensure that: a) there are sufficient numbers of exits in suitable locations; b) all parts of exit routes are of adequate width and height; c) people do not have to travel excessive distances in order to exit from the ground; d) provision is made for the control of spectators entering an exit system; e) all exits are identifiable in both normal and emergency conditions; f) exit times should be monitored and recorded by the management on an annual basis.

### **Spectator Facilities**

Separate toilet facilities for home and away supporters, each with a minimum of one male WC, 4 male urinals and one female WC must be provided solely for the use of spectators.

A disabled toilet must also be provided but does not need to be specifically for the use of spectators. Such a disabled toilet may also be utilised as a male/female spectator toilet provided it is suitably equipped and identified.

It is recommended that particularly for larger capacity venues that toilet provision conforms to the Event Safety Guide (Purple Guide).

All spectator passageways (including gangways and stairways within viewing accommodation) should be suitably located, be of adequate width and height (i.e., based on technical guidance such as British Standards or determined by Technical Booklets issued by Building Control) and avoid 'bottle necking' situations; be readily available, clearly identified and signposted, with step nosing's highlighted; and be well lit (naturally or artificially or both).

Where gates are installed within the pitch perimeter barrier, affording forward access onto the pitch, they should open away from spectators, be clearly marked and painted in a contrasting colour to distinguish from the rest of the barrier.

Stairways should have clearly marked nosings and edgings.

Other exit gates (or doors) should be clearly marked on both faces, with an identifying number. All exit gates (or doors) should always be capable of opening outwards so that crowds can escape in an emergency, without obstruction. If this is unachievable, then reconsider repositioning, to facilitate outward opening.

#### **Access to Pitch for players and officials**

A protected area/tunnel must be in place to safeguard the access from the changing facility to the playing area of players and officials.

#### **Dressing Room Accommodation**

The changing facilities for players and officials must be within the perimeter of the ground.

There must be separate changing rooms for both teams with a minimum surface area of 15sqm. Showering facilities must be integral to the changing room, must be a minimum of 4sqm and must have a minimum of 6 showerheads. (Showering/WC areas will not be considered for the purposes of calculating changing room surface area). Each changing room must also contain a WC with wash-hand basin.

The referee must have a separate changing room with a minimum surface area of 9sqm. There must be a shower and a WC within the room. (Showering/WC areas will not be considered for the purposes of calculating changing room surface area).

Changing rooms for players and officials must have adequate heating, be ventilated, be capable of being secured and be clean and tidy. Furthermore, all floor surfaces should be non-slip and showers should be fitted with an appropriate thermostat to ensure that water temperature does not exceed 38 degrees Celsius.

#### **First Aid**

A first aid room which is clearly signposted throughout the stadium must be available and must have a minimum surface area of 10sqm.

A first aid kit and stretcher must be available at all times.

#### **Floodlighting**

All clubs must have an appropriate floodlighting system in place.

Where new floodlighting installations are to be put in place these should ensure be 500 LUX Maintained Average Horizontal illumination. Clubs should seek advice in this respect from the Club Licensing Unit.

#### **Boardroom/ Reception Room**

Clubs must have boardroom facilities available.

### **Control/ Security Point – Certificated Grounds**

A permanent control point (i.e., a control room) must be provided, affording a clear and unrestricted view of the playing surface and as much of the viewing accommodation as possible.

It should be adequately equipped with a telephone, power points, CCTV (where available, though this is strongly recommended); other safety equipment as necessary and all necessary documentation, including amongst other items, ground layout plans and contingency plans.

Access should be restricted to authorised personnel only.

It is recommended that the public address (PA) announcer is not stationed within the control room itself (but perhaps in an adjacent room or nearby); however, an effective communication system between both parties is advisable (e.g., via telephone). In the event of an emergency, it should also be made possible for safety personnel stationed in the control room to be able to override the PA system in order to communicate with spectators inside the stadium. If available, an electronic scoreboard can also be utilised for safety communication purposes.

### **Control/ Security Point - Grounds with Regulated Stands or Non-Certificated Grounds**

Regardless of venue size – certificated or otherwise – a suitable control point in some capacity should be provided at all grounds.

However, given the limited nature of smaller grounds and/or limited resources available to certain clubs/ ground operators, if a permanent control point (as detailed within certified grounds section above) is not provided, it is important that there is an identifiable and signed focal point available. As a minimum, this focal point must constitute a dedicated room used solely for this purpose of a control point, with a responsible person in attendance whilst the venue is occupied by spectators.

A public address system should be in place.

### **Ground rules**

Each stadium must issue stadium ground rules and affix them to the stadium in that spectators can read them.

These rules should provide: admission rights; abandonment or postponement of events; description of prohibitions or penalties such as entering the field of play, throwing objects, use of foul or abusive language, racist behaviour etc; restrictions with regard to alcohol, fireworks, banners etc; seating rules and causes for ejection from the ground.

### **Ground capacity and spectator accommodation**

The ground must have a minimum approved capacity of 2000 persons.

A minimum of 200 covered seats must be available. Only individual seats with backrest will be accepted. An additional 800 covered seats/terraced places must be available.

Any balance up to 2000 must be accommodated by hard-standing such as tarmac, concrete or concrete paving.

For the purposes of calculating the capacity of standing areas at sports grounds, please refer to guidance contained within the Sports Grounds Safety Authority (SGSA) 6th Edition Green Guide.

Grass banking is not acceptable for use as spectator areas and must not be accessible to spectators.

At existing grounds, a minimum of 5 wheelchair spaces for wheelchair spectators and their companions must be provided.

All spectator accommodation (covered seating/ covered terracing/ uncovered terracing/ covered hard standing/ uncovered hard standing) must be of sound construction of timber/ steel/ brick/ concrete/ tarmac or any combination of these materials. All spectator accommodation must be clean, functional and in good condition and should afford a good view of the pitch.

Physical alterations to existing spectator accommodation should, where possible, follow the Sports Grounds Safety Authority (SGSA) 6th Edition Green Guide.

### **New Spectator Accommodation – at all grounds, certificated or otherwise**

Any NEW spectator accommodations (i.e., seated stands or standing terrace stands, permanent or otherwise) should be constructed in line with the Sports Grounds Safety Authority (SGSA) 6th Edition Green Guide. Whilst this guidance has no statutory force, it ensures best practice.

Such accommodation must at all times hold the necessary planning permission, building control approval and satisfy any other relevant legislation.

The number of wheelchair spaces at a newly constructed ground, or any completely new section of an existing ground (i.e., seated stand or standing terrace stand) should be in line with the Sports Grounds Safety Authority (SGSA) 6th Edition Green Guide.

### **Regulated Stands**

Non certificated venues constructing NEW spectator accommodations with an individual stand capacity in excess of 500 persons must be mindful of any applicable legislative requirements existing, or upcoming, in this respect.

### **Minimum Requirements/ Exception Request**

The above are the minimum requirements and are subject to change in line with UEFA and Premiership licensing infrastructure requirements. Clubs should consult the Irish Football Association and the Northern Ireland Football League when undertaking ground improvements and modifications to any facilities located within the ground.

Where a venue's existing physical infrastructure may temporarily not meet all of the criteria detailed above due to ground improvements, modifications or any other reason outside the control of the venue owner/ user, an application may be made in writing for an exception request. This application from the venue owner/ user should be directed to the Chief Executive of the Irish Football Association and should detail the following;

- 1) The reason for the exception request
- 2) The duration which the deviation is required (must be no longer than 6 months)
- 3) The alternative arrangements to be proposed
- 4) All other relevant information.

For the avoidance of doubt an exception request will not be considered to facilitate promotion.

### **Disclaimer/ Exclusion of IFA Liability**

For the avoidance of doubt, the scope of the Joint Ground Criteria is restricted to detailing the physical infrastructure and technical specification required, from a football perspective, to be in place at the respective levels of football identified. It remains entirely the full and sole responsibility of the club and/or venue owner to ensure that their facilities meet all relevant statutory, regulatory and/or common law standards of health and safety and that appropriate safety confirmations are in place at all times for all facilities in use on a match day. It is further recommended that clubs/venue owners arrange regular safety reviews conducted by independent persons with the appropriate expertise.

Clubs/venue owners should note that the Joint Ground Criteria should not in any circumstances be construed as overriding or replacing clubs/ venue owners legal, regulatory and/or other obligations, as set out in, inter alia, the Safety at Sports Grounds (NI) Order 2006, the stadium General Safety Certificate or the club's contingency plans. Except in cases where by law liability cannot be excluded

or limited, the Irish Football Association excludes all liability in respect of the contents of the Joint Ground Criteria, and the use of same, howsoever arising and whether in contract, tort, or otherwise.

## ANNEX B – DETERMINATION OF THE AUDITOR AND AUDITOR'S ASSESSMENT PROCEDURES

### B.1 Principles

- B.1.1 The auditor must be independent and in compliance with the International Federation of Accountants (IFAC) Code of Ethics for Professional Accountants (see **Article 63, Article 65 and Annex C**).
- B.1.2 The auditor must be a member of one of the relevant IFAC member bodies (Chartered Accountants Ireland, Association of Chartered Certified Accountants, The Institute of Chartered Accountants in England and Wales or the Institute of Chartered Accountants of Scotland). If there is no member of the IFAC within a licence applicant's territory, the licence applicant is required to use an independent auditor who is permitted by national law to carry out audit work.
- B.1.3 One of the core functions within the role of the club Finance Officer is the preparation of the club's accounting records or financial statements for audit. To ensure that the objectivity and independence of the auditor is maintained, the Club Licensing Committee wishes to reinforce that a club Finance Officer cannot be either a partner or employee of the audit firm unless the audit firm has taken (and evidenced) demonstrable steps to identify, evaluate and address threats to independence to ensure the integrity of its audit.

### B.2 Assessment procedures

- B.2.1 The auditor must audit the annual financial statements. The auditor's report must:
- include a statement confirming that the audit was conducted in accordance with the International Standards on Auditing or relevant national auditing standards or practices where these comply with, as a minimum, the requirements of the International Standards on Auditing; and
  - be submitted to the licensor together with the annual financial statements to form a basis for the licensing decision.
- B.2.2 The auditor must, as a minimum, review the interim financial statements. The auditor's report must:
- include a statement confirming that the review was conducted in accordance with either the International Standard on Review Engagements (ISRE) 2410, 'Review of Interim Financial Information Performed by the Independent Auditor of the Entity', or relevant national standards or practices for such reviews where these comply with, as a minimum, the requirements of ISRE 2410; and
  - be submitted to the licensor together with the interim financial statements to form a basis for the licensing decision.
- B.2.3 The auditor must assess supplementary information and/or restated financial statements, if any. The auditor's report of factual findings must:
- describe the procedures prescribed by the licensor and the findings in respect of each;
  - include a statement confirming that the assessment was conducted by way of agreed-upon procedures according to ISRS 4400 or relevant national standards or practices where these comply with, as a minimum, the requirements of ISRS 4400; and
  - be submitted to the licensor together with the supplementary information to form a basis for the licensing decision.
- B.2.4 Financial information other than that defined in **Annex B.2.1 to Annex B.2.3** above may be assessed by an auditor. In this case, the auditor's report must:
- include a statement confirming that the assessment was conducted either:

- i. by way of agreed-upon procedures according to ISRS 4400 or relevant national standards or practices where these comply with, as a minimum, the requirements of ISRS 4400; or
  - ii. for the assessment of future financial information (if applicable), according to the International Standards for Assurance Engagements (ISAE) 3400 or relevant national standards or practices where these comply with, as a minimum, the requirements of ISAE 3400; and
- b. be submitted to the licensor together with the relevant documentation to form a basis for the licensing decision.

## ANNEX C – ACCOUNTING REQUIREMENTS FOR THE PREPARATION OF FINANCIAL STATEMENTS

### C.1 Principles

- C.1.1 Financial statements as defined in **Article 63** and **Article 65** must be based on the accounting standards required by local legislation for incorporated companies – either the applicable financial reporting framework of the relevant country, the International Financial Reporting Standards or the International Financial Reporting Standard for Small and Medium-sized Entities – regardless of the legal structure of the licence applicant.
- C.1.2 Financial statements must be prepared on the assumption that the licence applicant is a going concern, meaning it will continue in operation for the foreseeable future. It is assumed that the licence applicant has no intention or need to go into liquidation, cease trading or seek protection from creditors pursuant to laws or regulations.
- C.1.3 The financial reporting framework, suitable as a basis for the preparation of financial statements, must contain certain underlying principles including:
- fair presentation;
  - consistency of presentation;
  - accrual basis for accounting;
  - separate presentation of each material class of items;
  - no offsetting of assets and liabilities or income and expenses.
- C.1.4 Notwithstanding that each licence applicant has to prepare annual financial statements and interim financial statements under its own national accounting practice for incorporated companies, the International Financial Reporting Standards or the International Financial Reporting Standard for Small and Medium-sized Entities, these regulations include specific accounting requirements to be complied with as set out in **Annex C.2 to Annex C.6**.
- C.1.5 If the annual financial statements and/or interim financial statements are not in compliance with the accounting requirements set out in **Annex C**, then the licence applicant must also submit to the licensor:
- restated financial statements to meet the accounting requirements set out in **Annex C**, covering the same period and including comparative amounts for the previous comparative period;
  - a declaration by the licence applicant's management that the restated financial statements are complete, accurate and in compliance with the regulations; and
  - an assessment report provided by the same auditor that signs the annual financial statements and/or interim financial statements by way of agreed-upon procedures prescribed by the licensor in respect of the completeness and accuracy of the restated financial statements.
- C.1.6 Restated financial statements must include:
- a restated balance sheet as at the end of the period;
  - a restated profit and loss account/income statement for the period;
  - a restated statement of changes in equity for the period; and
  - notes, comprising a summary of significant accounting policies, other explanatory notes, and a note (or notes) reconciling the balance sheet and profit and loss account/income statement between the restated financial statements and the relevant annual financial statements or interim financial statements.



## **C.2 Consolidation/combination requirements**

- C.2.1 The financial information of all entities included in the reporting perimeter (as defined in **Article 62**) must be either consolidated or combined as if they were a single company.
- C.2.2 Consolidated financial statements are the financial statements of a group in which the assets, liabilities, equity, income, expenses and cash flows of the parent and its subsidiaries are presented as those of a single company.
- C.2.3 Combined financial statements are those that include information about two or more commonly controlled entities without information about the controlling entity.

## **C.3 Accounting requirements for the permanent transfer of a player's registration**

- C.3.1 The acquisition of a player's registration must be recognised in the financial statements when all significant conditions for the transfer to take place have been satisfied, i.e., it is effectively unconditional, which means that there must be a legally binding agreement between the two clubs and between the acquiring club and the player.
- C.3.2 The disposal of a player's registration must be recognised in the licence applicant's financial statements when all significant conditions for the transfer to take place have been satisfied, i.e., it is effectively unconditional, and the risks and rewards have been transferred to the new club.
- C.3.3 Licence applicants that capitalise the costs of a player's registration as an intangible asset must apply certain minimum accounting requirements as described in **Annex C.3.4**, **Annex C.3.5** and **Annex C.3.6** of this part **Annex C.3**. A licence applicant can expense the costs of a player's registration rather than capitalise them as an intangible asset if this is permitted under national accounting practice.
- C.3.4 The minimum accounting requirements for licence applicants that capitalise the costs of a player's registration as an intangible asset are as follows:
  - a. Only the directly attributable costs of a player's registration can be capitalised as an intangible asset. For accounting purposes, the carrying value of an individual player must not be revalued upwards, even though a licence applicant's management may believe market value is higher than carrying value. In addition, whilst it is acknowledged that a licence applicant may be able to generate some value from the use and/or transfer of locally trained players, for accounting purposes costs relating to a licence applicant's own youth sector must not be included in the balance sheet – as only the costs of a player's registration are to be capitalised. All forms of consideration to and/or benefit of players (such as sign-on fees) must be treated as employee benefit expenses and not costs of a player's registration. Finance costs arising in respect of borrowings are treated as finance costs and are not costs of a player's registration even if the borrowings were obtained to help finance the acquisition of player registrations.
  - b. Amortisation of costs of a player's registration must begin when the player's registration is acquired. Amortisation ceases when the asset is fully amortised or derecognised (i.e., the registration is considered as being permanently transferred to another club), whichever comes first.
  - c. For each individual player's registration, the depreciable amount must be allocated on a systematic basis over the duration of the player's original contract, up to a maximum of 5 years. This is achieved by the systematic allocation of the cost of the asset as an expense from the date the player's registration is acquired and over the period of the player's contract, up to a maximum of 5 years. If the period of a player's contract with the club is extended, then the intangible asset carrying value of the player's registration plus any additional directly attributable contract negotiation costs (e.g., agent/intermediary fees) can either be amortised over the remaining period of the original contract or be amortised over the

extended period of the player's contract, up to a maximum of 5 years from the date of the contract extension.

- d. All capitalised player values must be reviewed for impairment each year by the licence applicant's management. If the recoverable amount for an individual player is lower than the carrying amount on the balance sheet, the carrying amount must be adjusted to the recoverable amount and the adjustment charged to the profit and loss account as an impairment cost. It is recommended that each licensor requires each of its licence applicants to apply consistent accounting policies in respect of player registration costs.

The net book value of a player's registration should be reviewed for impairment in the reporting period in the following circumstances:

- i. When it becomes clear by the annual accounting reference date that a player will not be able to play again with the club, for example if he suffers a career-threatening injury or is permanently unable to play professional football. In this case, the net book value of the player's registration on the balance sheet must be fully impaired in that reporting period. The following events do not represent a cause for recognising impairment loss:

- A player suffers an injury in a reporting period and is temporarily unable to play professional football with the club, or

- A player suffers a decline in fitness or ability and is not selected for participation in first team matches.

In this regard, the future wages of a player suffering from a career-threatening injury or permanently unable to play professional football must continue to be recognised as employee benefit expenses throughout the duration of the player's contract.

- ii. If the management of the club is committed to permanently transfer a player's registration and the transfer occurs just after the annual accounting reference date. In this case, the net book value of the player's registration on the balance sheet should be reviewed for impairment if the disposal proceeds for the permanent transfer of the player's registration to the new club is lower than his net book value. The accounting principle must be disclosed in the financial statements and applied consistently from one reporting period to another.
- iii. If the management of the club has temporarily transferred a player's registration for an amount lower than the amortisation cost.
- e. The profit/(loss) on the disposal of a player's registration to another club to be recognised in the profit and loss account is the difference between the net disposal proceeds and the residual carrying value of the player's registration in the balance sheet as at the date of the transfer.

- C.3.5 If two or more players are transferred in opposite directions between clubs, the licence applicant must assess whether these transfers are to be considered as player exchange transactions under the terms of these regulations. If so, the international accounting requirements for the exchange of assets (i.e., currently International Accounting Standard 38, paragraphs 45-47) are to be applied when calculating the profit from the disposal of the outgoing player(s) and the registration costs for the incoming player(s).

In principle, when calculating the profit from the disposal of the outgoing player's registration, the proceeds cannot exceed the net book value of the cost of the player's registration in the licence applicant's financial statements, adjusted to take account of any net cash paid in the context of the exchange transaction and the registration costs for the incoming player must be capitalised at the maximum at the carrying amount of the outgoing player, adjusted to take account of any net cash paid by the club in the context of the exchange transaction.

A player exchange transaction is when two or more players are transferred in opposite directions between clubs, and which typically includes one or more of the following

conditions in respect of the players transferred in and out (not exhaustive list). Transfers, incoming and outgoing:

- a. are included in the same transfer contract;
- b. are included in different transfer contracts that are linked to each other;
- c. are concluded in the same registration period;
- d. do not involve any or only limited monetary disbursements;
- e. do involve the same or similar payment obligations or payment deadlines for both the players transferred in and the players transferred out that are likely to offset each other.

C.3.6 Profit/loss on disposal of a player's registration must be calculated net of any amounts paid and/or payable that are directly attributable to the disposal of the player's registration, comprising:

- a. realised conditional transfer compensation for amounts which have become payable on the disposal of the player's registration (e.g., sell-on fee payable to another club);
- b. any other directly attributable amounts paid and/or payable to another party such as another football club, agent/intermediary, or national football association/league.

C.3.7 The licence applicant must apply the following adjustments in respect of the permanent transfer of a player's registration between clubs that are related parties:

- a. The club that has transferred in the player's registration must calculate the cost of acquiring the player's registration – for the calculation of an amortisation charge for the reporting period (for clubs using the capitalisation and amortisation method of accounting for player registrations) or for the costs of the player's registration (for clubs using the income and expense method of accounting for player registrations) – using the greater of the following amounts:

- i. The actual transaction cost of acquiring the player's registration;
- ii. The historical costs of the player's registration in the financial statements of the club that has transferred out the player.

If the calculated amortisation charge is greater than the recorded amortisation charge or the calculated costs of the player's registration are greater than the recorded costs of the player's registration, then an appropriate adjustment must be made so that the difference is recognised in the restated financial statements.

- b. The club that has transferred out the player's registration must calculate the disposal proceeds of the player's registration – for the calculation of the profit on disposal of the player's registration (for clubs using the capitalisation and amortisation method of accounting for player registrations) or for the income from the player's registration (for clubs using the income and expense method of accounting for player registrations) – using the lower of the following amounts:

- i. The actual transaction proceeds on disposal;
- ii. The net book value in respect of the costs of the player's registration in its financial statements.

If the calculated profit on disposal is lower than the recorded profit on disposal or the calculated income from the player's registration is lower than the recorded income from the player's registration, then an appropriate adjustment must be made so that the difference is recognised in the restated financial statements.

C.3.8 The above accounting requirements apply by analogy to any other personnel, e.g., head coach, and release income/costs or similar paid to another club.

#### **C.4 Accounting requirements for the temporary transfer of a player's registration**

- C.4.1 The minimum accounting requirements for licence applicants that have transactions in respect of the temporary transfer of a player's registration (loan) are as follows:
- C.4.2 Loan fees received/paid must be reported as player transfer income/expense.
- C.4.3 *Loan of a player from the lender club to the new club with no obligation/option to buy:*
- The loan fees received/receivable by the lender club, if any, must be recognised as income over the period of the loan arrangement. The lender club will continue to recognise the original costs of a player's registration as an intangible asset on its balance sheet and to systematically allocate the cost of the asset as an amortisation expense over the period of the player's contract.
  - The loan fees paid/payable by the new club, if any, must be recognised as an expense over the period of the loan arrangement. If the player's salary is taken over by the new club, it must be recognised as an employee benefit expense over the player's loan term.
- C.4.4 *Loan of a player from the lender club to the new club with an unconditional obligation to buy:*
- The loan must be reflected by the lender club as a permanent transfer and the player's registration rights must be derecognised from its intangible assets. The proceeds from the loan and from the future permanent transfer must be recognised from the inception of the loan agreement.
  - The directly attributable costs of the loan and the future permanent transfer for the new club must be recognised by the new club in accordance with the accounting requirements for permanent acquisition of a player's registration.
- C.4.5 *Loan of a player from the lender club to the new club with an option to buy:*
- The transaction must be recorded as a loan by the lender club until the option is exercised by the new club. When the option is exercised, any remaining proceeds of the loan and proceeds of the future permanent transfer must be recognised in accordance with the accounting requirements for the permanent disposal of a player's registration.
  - When the option is exercised by the new club, any remaining costs of the loan and the costs of the future permanent transfer must be recognised by the new club in accordance with the accounting requirements for the permanent acquisition of a player's registration.
- C.4.6 *Loan of a player from the lender club to the new club with a conditional obligation to buy:*
- If a condition is considered to be virtually certain, then the player's registration must be recognised by both clubs as a permanent transfer from the inception of the loan agreement.
  - If the fulfilment of a condition cannot be assessed with sufficient certainty to trigger the permanent transfer from the inception of the loan, then the player's registration must be recognised first as a loan and then as a permanent transfer once the condition is met.
- C.4.7 The licence applicant must apply the following adjustments in respect of the temporary transfer of a player's registration between clubs that are related parties:
- The club that has temporarily transferred in the player's registration must calculate an expense amount in respect of the player for the reporting period using the greater of the following amounts:
    - The actual transaction cost in the reporting period;
    - The aggregate amount of the amortisation charge in respect of the player's registration and the employee benefit expenses in respect of the player for the period of the loan as recorded in the financial statements of the club that has temporarily transferred out the player.If the calculated expense is greater than the recorded expense, then an appropriate adjustment must be made so that the difference is recognised in the restated financial statements.

- b. The club that has temporarily transferred out the player's registration must calculate an income amount in respect of the player for the reporting period using the lower of the following amounts:
  - i. The actual transaction income in the reporting period;
  - ii. The aggregate amount of the amortisation charge in respect of the player's registration and the employee benefit expenses in respect of the player for the period of the loan as recorded in the financial statements of the club that has temporarily transferred out the player.

If the calculated income amount is lower than the recorded income, then an appropriate adjustment must be made so that the difference is recognised in the restated financial statements.

## **C.5 Accounting requirements for specific expense items**

### **C.5.1 *Incentive/bonus expenses for employees***

- a. All forms of consideration given by an entity in exchange for services rendered by an employee, including any bonuses and incentives such as performance-related consideration, contract signing fees, and loyalty incentives, must be reported as employee benefit expenses.
- b. Bonus and/or incentive payments that are payable in full by the club to a person with no further condition or service obligation (i.e., the club has no choice but to make the payments) must be recognised as employee benefit expenses when triggered.
- c. Bonus and/or incentive payments that are dependent on a certain future condition being satisfied by the player and/or the club, such as a player's participation in matches and/or the club's competition performance, must be recognised as employee benefit expenses at the point in time when the condition has been satisfied or its fulfilment becomes highly probable.
- d. Incentive and/or bonus to players when entering and/or extending an employment agreement with any condition or service obligation must be recognised on a systematic basis over the relevant period.

### **C.5.2 *Termination benefits to employees***

A club must recognise in full the expense of termination benefits to an employee when the club can no longer withdraw the offer of those benefits.

## **C.6 Accounting requirements for specific revenue items**

### **C.6.1 *Season tickets and similar revenues***

Revenue in respect of season ticket sales or similar match-related sales must be recognised on a proportionate basis at the point in time when the relevant matches take place during the period.

### **C.6.2 *Broadcasting rights and/or prize money revenues***

- a. Revenue in respect of broadcasting rights and/or other consideration for participation in a competition which are fixed considerations must be recognised on a proportionate basis at the point in time when the relevant matches take place during the period.
- b. Revenue in respect of broadcasting rights and/or consideration for participation in a competition which are variable considerations that depend on certain conditions being satisfied by the club (such as competition performance bonuses) must be recognised at the point in time when the performance obligations are satisfied.

### **C.6.3 *Sponsorship and advertising revenues***

- a. Revenue in respect of sponsorship rights and advertising which are fixed considerations must be recognised on a proportionate basis over the period covered by the sponsorship rights and/or advertising arrangements.
- b. Revenue in respect of sponsorship rights and advertising which are variable considerations that depend on certain conditions being satisfied by the club (such as competition performance bonuses) must be recognised at the point in time when the performance obligations are satisfied.

- c. Any non-cash consideration as part of a sponsorship and/or advertising arrangement must be measured at fair value.

C.6.4 *Donations and grants/subsidies*

- a. A donation is an unconditional gift of consideration that must be recognised as other operating income when received.
- b. Grants/subsidies must not be recognised in the accounts of the club until there is reasonable assurance that the club will comply with the conditions to receive the grant/subsidy and the grant/subsidy will be received. Then, a grant/subsidy must be recognised in profit and loss on a systematic basis over the reporting periods in which the club recognises as expenses the related costs for which the grants/subsidies were intended to compensate. Therefore, grants/subsidies in respect of specific expenses are recognised in profit and loss in the same reporting period(s) as the relevant expenses.

Similarly, grants/subsidies related to depreciable assets are recognised in profit and loss over the reporting periods and in the proportions in which depreciation expenses on those assets are recognised. A grant/subsidy that becomes receivable as compensation for expenses or losses already incurred or for the purpose of giving immediate financial support with no future related costs must be recognised in profit or loss in the period in which it becomes receivable.

## ANNEX D – NOTION OF OVERDUE PAYABLES

### D.1 Principles

- D.1.1 Payables are considered as overdue if they are not paid according to the contractual or legal terms.
- D.1.2 Payables are not considered as overdue, within the meaning of these regulations, if the licence applicant/licensee (i.e., debtor) is able to prove by the applicable deadline, i.e., 31 March in respect of **Article 68 to Article 71** that:
- a. the relevant amount has been settled, i.e., either paid in full or offset against the creditor's obligations towards the debtor; or
  - b. the deadline for payment of the relevant amount has been deferred (referred to as "amounts deferred" in these regulations), i.e., an agreement has been concluded in writing with the creditor to extend the deadline for payment (a creditor not requesting payment of an amount does not constitute an extension of the deadline); or
  - c. the relevant amount is subject to a legal claim or open proceedings (referred to as "amounts disputed" in these regulations), meaning:
    - i. the debtor has brought a legal claim which has been deemed admissible by the competent authority under national law or has opened proceedings with the national or international football authorities or relevant arbitration tribunal contesting liability in relation to the overdue payable, knowing that if the decision-making bodies (licensor or CFCB) consider that such claim has been brought or such proceedings have been opened for the sole purpose of avoiding the applicable deadlines set out in these regulations (i.e. in order to buy time), the amount will still be considered as an overdue payable; or
    - ii. the debtor has contested to the competent authority under national law, the national or international football authorities or the relevant arbitration tribunal, a claim which has been brought or proceedings which have been opened against it by a creditor in respect of overdue payables and is able to demonstrate to the comfortable satisfaction of the relevant decision-making bodies (licensor or CFCB) that it has established reasons for contesting the claim or proceedings which have been opened, knowing that if the decision-making bodies (licensor or CFCB) consider the reasons for contesting the claim or proceedings as manifestly unfounded the amount will still be considered as an overdue payable; or
  - d. the settlement of the relevant amount is pending (referred to as "amounts pending" in these regulations), meaning:
    - i. the debtor has requested a competent authority, in writing and in accordance with the applicable law, to extend the deadline for payment of payables to social/tax authorities (as defined by **Article 70**), and the competent authority has confirmed in writing that this request has been deemed admissible and still pending by 31 March (in respect of **Article 70**); or
    - ii. the debtor is able to demonstrate to the comfortable satisfaction of the relevant decision-making bodies (licensor or CFCB) that it has taken all reasonable measures to identify and pay the creditor(s) in respect of training compensation and solidarity contributions (as defined in the *FIFA Regulations on the Status and Transfer of Players*).

## ANNEX E – LICENSOR'S ASSESSMENT PROCEDURES

### E.1 Principles

- E.1.1 The licensor defines the assessment procedures, ensuring equal treatment of all clubs applying for a licence. It assesses the documentation submitted by the clubs, considers whether it is appropriate and determines to its comfortable satisfaction whether each criterion has been met and what further information, if any, is needed for each licence to be granted.
- E.1.2 The assessment processes to check compliance with the defined provisions set out in **Article 10** comprise specific assessment steps that must be followed by the licensor as set out below.

### E.2 Assessment of the auditor's report on the financial statements

- E.2.1 In respect of the annual financial statements and interim financial statements, the licensor must perform the following minimum assessment procedures:
- Assess whether the reporting perimeter is appropriate for club licensing purposes;
  - Assess the information submitted to form a basis for the licensing decision;
  - Read and consider the annual financial statements and interim financial statements and the auditor's report thereon;
  - Address the consequences of any modifications to the auditor's report (compared to the normal form of unqualified report) and/or deficiencies compared to the minimum disclosure and accounting requirements according to **E.2.2** below.
- E.2.2 Having assessed the reporting perimeter and read the auditor's report on the annual financial statements and interim financial statements, the licensor must assess these according to the items below:
- If the reporting perimeter does not meet the requirements of **Article 62**, the licence must be refused;
  - If the auditor's report has an unqualified opinion, without any modification, this provides a satisfactory basis for granting the licence;
  - If the auditor's report has a disclaimer of opinion or an adverse opinion, the licence must be refused, unless a subsequent audit opinion without disclaimer of opinion or adverse opinion is provided (in relation to another set of financial statements for the same financial year that meet the minimum requirements) and the licensor is satisfied with the subsequent audit opinion;
  - If the auditor's report has, in respect of going concern, an emphasis of matter, a key audit matter or a qualified 'except for' opinion, the licence must be refused, unless either:
    - a subsequent audit opinion without going concern, an emphasis of matter, a key audit matters or qualification is provided, in relation to the same financial year; or
    - additional documentary evidence demonstrating the licence applicant's ability to continue as a going concern until at least the end of the licence season has been provided to, and assessed by, the licensor to its satisfaction. The additional documentary evidence must include, but is not necessarily limited to, the information described in **Article 72**.
  - If the auditor's report has, in respect of a matter other than going concern, an emphasis of matter, a key audit matter or a qualified 'except for' opinion, then the licensor must consider the implications of the modification for club licensing purposes. The licence may be refused unless additional documentary evidence is provided and assessed to the satisfaction of the licensor. The additional evidence that may be requested by the licensor will be dependent on the reason for the modification to the audit report;
  - If the auditor's report makes a reference to any situation defined in **Article 60** the licence must be refused.



E.2.3 If the licence applicant provides supplementary information and/or restated financial statements, the licensor must additionally assess the auditor's report on the agreed-upon procedures in respect of the supplementary information and/or restated financial statements. The licence may be refused if the auditor's report is not to the satisfaction of the licensor and/or includes reference to errors and/or exceptions found.

E.2.4 The licensor must check that the licence applicant has published the financial information in accordance with **Article 64**.

### **E.3 Assessment of licensing documentation for the net equity rule**

E.3.1 In respect of the net equity rule, the licensor must perform the following minimum assessment procedures:

- a. Determine the net equity position as at the 31 December preceding the deadline for submission of the application to the licensor based on the annual financial statements or interim financial statements;
- b. Assess, if applicable, whether the subordinated loans meet the required conditions;
- c. If the net equity position as at the 31 December preceding the deadline for submission of the application to the licensor is negative, assess whether it has improved by at least 10% compared with the net equity position that enabled the licence applicant to satisfy the net equity rule in the previous year;
- d. If the equity rule is not fulfilled as at the 31 December preceding the deadline for submission of the application to the licensor, assess if the licence applicant has submitted by 31 March at the latest a new audited balance sheet, including any contributions made since 31 December, demonstrating that the net equity position has improved by at least 10% compared with the net equity position that enabled the licence applicant to satisfy the net equity rule in the previous year.

### **E.4 Assessment of licensing documentation for no overdue payables**

E.4.1 In respect of the "no overdue payables" criteria to football clubs, employees, and social/tax authorities, the licensor may decide:

- a. to assess itself the information submitted by the licence applicant, in which case it must perform the assessment as set out in **E.4.2**; or
- b. to have independent auditors carry out the assessment procedures in accordance with ISRS 4400, in which case the licensor must assess the information submitted by the licence applicant (in particular the payables tables and corresponding supporting documents) and review the auditor's report. The licensor may carry out any additional assessment it believes necessary, including by extending the sample or requesting additional documentary evidence from the licence applicant.

E.4.2 Notwithstanding whether the assessment is carried out by the licensor or an independent auditor in respect of the "no overdue payables" criteria to football clubs, employees and social/tax authorities, the following minimum procedures must be performed and described in the licensor's or auditor's report:

- a. Obtain the payables tables as at 31 March submitted by the licence applicant in respect of obligations due to be paid by 28 February (i.e. the transfers table, the employee table, the social/tax table and corresponding supporting documents);
- b. Perform the necessary steps (including determination of the sample size) to assess the completeness and accuracy of the reported balances and issue a conclusion with regard to each of the procedures performed;
- c. Check the completeness of any overdue balance reported by the licence applicant as at 28 February;
- d. Check the settlement of any overdue payables between 28 February and 31 March; and

- e. Identify any overdue balance as at 31 March.
- E.4.3 In respect of the “no overdue payables” criterion in respect of UEFA and the licensor, the licensor must perform, as a minimum, the following assessment procedures:
  - a. Review any information received from UEFA with regard to pending overdue amounts owed by the licensor’s affiliated clubs and check the settlement of any overdue balance between 28 February and 31 March; and
  - b. Carry out any additional assessment and request any additional documentary evidence from the licence applicant it believes necessary.

#### **E.5 Assessment of the written representation prior to the licensing decision**

- E.5.1 In respect of the written representation, the licensor must read and consider the impact of any significant change that has occurred in relation to the club licensing criteria.
- E.5.2 The licensor must also read and consider the information in respect of any event or condition of major economic importance, in combination with the financial statements, future financial information and any additional documentary evidence provided by the licence applicant. The licensor may decide to have this assessment carried out by an auditor.
- E.5.3 The licensor must assess the club’s ability to continue as a going concern until at least the end of the licence season. The licence must be refused if, based on the financial information that the licensor has assessed, in the licensor’s judgement, the licence applicant may not be able to continue as a going concern until at least the end of the licence season.
- E.5.4 If the licence applicant (or the registered member which has a contractual relationship with the licence applicant within the meaning of **Article 13**) or any parent company of the licence applicant included in the reporting perimeter is/was seeking protection or has received protection from its creditors pursuant to laws or regulations within the 12 months preceding the licence season or is receiving protection at the time of the assessment then the licence must be refused. For the avoidance of doubt the licence must also be refused even if the concerned entity is no longer receiving protection from its creditors at the moment the licensing decision is taken.

#### **E.6 Assessment of future financial information**

- E.6.1 In respect of future financial information, the licensor must assess whether or not the licence applicant exhibits the condition as defined in **Article 72**. If the licence applicant is required to submit future financial information, the licensor may decide:
  - a. to assess the information submitted by the licence applicant, in which case the licensor must perform the assessment according to **E.6.2** below; or
  - b. to have independent auditors carry out the assessment procedures in accordance with ISRS 4400, in which case the licensor must review the auditor’s report to ensure they performed the assessment procedures as described in **E.6.2** below.
- E.6.2 The assessment of future financial information must include, as a minimum, the following procedures:
  - a. Check whether the future financial information is arithmetically accurate;
  - b. Determine, through discussion with the licence applicant’s management and review of the future financial information, whether the future financial information has been prepared using the disclosed assumptions and risks;
  - c. Check that the opening balances contained within the future financial information are consistent with the balance sheet shown in the immediately preceding audited annual financial statements or reviewed interim financial statements (if such interim statements have been submitted);

- d. Check that the future financial information has been formally approved by the executive body of the licence applicant by way of a declaration by the licence applicant's management that the documents submitted are complete, accurate and in compliance with these regulations;
  - e. If applicable, examine corresponding supporting documents, including agreements with sponsors, banking facilities, share capital increase, bank guarantees and minutes of board meetings.
- E.6.3 The licensor must assess the liquidity of the licence applicant, i.e., the availability of cash after taking account of financial commitments and its ability to continue as a going concern until at least the end of the licence season. The licence must be refused if, based on the financial information that the licensor has assessed, in the licensor's judgement, the licence applicant may not be able to meet its financial commitments as they fall due and continue as a going concern until at least the end of the licence season.

#### **E.7 Assessment of monitoring documentation for the solvency requirements**

- E.7.1 In respect of the monitoring documentation for the "no overdue payables" requirements (towards football clubs, employees and social/tax authorities), the licensor must perform, as a minimum, the following assessment procedures:
- a. Read the licensee's completed payables information and make enquiries to the licensee if there is any information with regard to amounts payable to other clubs, employees and social/tax authorities that may be incomplete and/or inaccurate based on the licensor's existing knowledge of the licensee from club licensing and/or other reasonable sources;
  - b. Confirm that all requested supporting documents have been attached to the licensee's submission.
- E.7.2 The licensor must confirm to the CFCB and/or the UEFA administration the results of the above assessment procedures.

#### **E.8 Assessment of monitoring documentation for the stability requirements**

- E.8.1 In respect of the monitoring documentation for the stability requirements, the licensor must assess whether or not the financial information submitted by the licensee corresponds to the information in respect of the same reporting entity/entities submitted for club licensing purposes.
- E.8.2 In addition, the licensor's assessment must include, as a minimum, the following procedures:
- a. Check that the amounts in the monitoring documentation for the stability requirements and that the key balances identified by UEFA are consistent with the amounts contained in the annual financial statements and underlying accounting records;
  - b. Check that the monitoring documentation for the stability requirements has been formally approved by the executive body of the licensee by way of a declaration by the licensee's management that the documents submitted are complete, accurate and in compliance with these regulations.
- E.8.3 The licensor must confirm to the CFCB and/or UEFA administration the results of the above assessment procedures.

#### **E.9 Assessment of monitoring documentation for the cost control requirements**

- E.9.1 In respect of the monitoring documentation for the cost control requirements, the licensor must assess whether or not the financial information submitted by the licensee corresponds to the information in respect of the same reporting entity/entities submitted for club licensing purposes.
- E.9.2 In addition, the licensor's assessment must include, as a minimum, the following procedures:
- a. Check that the amounts in the monitoring documentation for the cost control requirements and those identified by UEFA are consistent with the amounts contained in the annual

- financial statements and/or interim financial statements, and/or in the supplementary information if applicable, and in the underlying accounting records;
- b. Check that the monitoring documentation for the cost control requirements has been formally approved by the executive body of the licensee by way of a declaration by the licensee's management that the documents submitted are complete, accurate and in compliance with these regulations.
- E.9.3 The licensor must confirm to the CFCB and/or the UEFA administration the results of the above assessment procedures.

## ANNEX F – PAYABLES REPORTING: ILLUSTRATIVE FORM OF AGREED-UPON PROCEDURES

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As described in sections **Article 68**, **Article 69** and **Article 70**, the licence applicant must prove that as at 31 March preceding the licence season it has no overdue payables to football clubs, its employees or social/tax authorities in respect of obligations due to be paid by 28 February.

The licensor requires the licence applicant's independent auditors to carry out some of the assessment procedures in relation to payables to football clubs, its employees and/ the tax authorities and submit this evidence to the Irish Football Association.

The licence applicant shall prepare a transfers table as per **Article 68**, an employees table as per **Article 69** and a social/tax table as per **Article 70**. The tables shall be submitted to the licensor. The auditor is required to perform agreed-upon procedures and the auditor must obtain these tables and supporting evidence.

International Standard on Related Services (ISRS) 4400 'Engagements to Perform Agreed-upon Procedures' provides further guidance on the auditor's professional responsibilities when an engagement to perform agreed-upon procedures is undertaken and, on the form, and content of the report that the auditor issues in connection with such an engagement.

Some guidance is provided in this Annexe about agreed-upon procedures work and an illustrative factual findings report is also provided, which must be submitted by the licence applicant's auditors to the licensor by the submission deadline. The objective of agreed-upon procedures work, the types of procedures and the illustrative contents of a report of factual findings for an agreed-upon procedures engagement of this nature is described overleaf.

## ILLUSTRATIVE REPORT OF FACTUAL FINDINGS TO [LICENCE APPLICANT NAME] (“LICENCE APPLICANT”)

[Note: procedures in respect of each of payables to football clubs in respect of transfer and loan activities (as defined in **Article 68**), payables towards employees (as defined in **Article 6g**) and payables toward tax authorities (as defined in **Article 7o**) are separately illustrated in this illustrative report.]

Further to the requirements of the club licensing manual of the Irish Football Association (IFA) we have been engaged by the licence applicant, under the terms of our engagement letter dated [date], to perform certain procedures in relation to the attached list of employees, amounts payable to tax authorities and payables due to football clubs in respect of obligations due to be paid by 28 February 20XX.

The amounts payable to football clubs, list of employees and amounts payable to tax authorities is the responsibility of, and has been approved by, the directors of the licence applicant.

Our report has been prepared in accordance with ISRS 4400 and is solely for the licence applicant in connection with its application for a Club Licence. It has been released to the licence applicant and for information purposes only to the IFA on the basis that it shall not be copied, referred to or disclosed, in whole or in part (save for the licence applicant and the IFA’s own internal purposes, as defined in **Article 6.03**), without our prior written consent.

Our report was designed to meet the agreed requirements of the licence applicant. Our report should not therefore be regarded as suitable to be used or relied on by any party other than the licence applicant. Any party other than the licence applicant which obtains access to our report or a copy and chooses to rely on our report (or any part of it) will do so at their own risk. To the fullest extent permitted by law, we do not accept or assume responsibility or liability in respect of our report to anyone other than the licence applicant.

### **Scope of work [in respect of payables due to football clubs as defined in Article 68]**

Our work consisted of the following procedures:

- a. Obtaining a list of all transfer and loan activity (transfers table) into the licence applicant up to 28 February.
- b. Reconciling the total balance at 31 December in the transfers table to the ‘Accounts payable relating to player transfers’ amount in the latest annual or interim financial statements at 31 December.
- c. Obtaining an excerpt from the applicant’s accounting system with the detailed breakdown of the payables to other football clubs at 31 December and at 28 February and reconciling the total balances to the total payables at 31 December and at 28 February accordingly disclosed by the applicant in the transfers table.
- d. Obtaining representations from the directors of the licence applicant that either:
  - i. the balance due as at 31 March that refers to payables to football clubs due to be paid by 28 February has been settled, i.e. either paid in full or offset against the creditor’s obligations towards the debtor by 31 March; [or\*]

Where there is an amount due as at 31 March that refers to transfer and loan activities due to be paid by 28 February;

- ii. an agreement for payment of the relevant amount has been concluded in writing with the creditor to extend the deadline for payment beyond the applicable deadline (note: a creditor not requesting payment of an amount does not constitute an extension of the deadline); [or\*]

- iii. the debtor has brought a legal claim which has been deemed admissible by the competent authority under national law or has opened proceedings with the national or international football authorities or relevant arbitration tribunal contesting liability in relation to the overdue payables;  
[or\*]
- iv. the debtor has contested to the competent authority a claim which has been brought or proceedings which have been opened against it by a creditor in respect of overdue payables and is able to demonstrate to the comfortable satisfaction of the decision-making bodies that it has established reasons for contesting the claim or proceedings which have been opened.
- e. Examination of the bank statements, transfer and loan agreements in support of the representations under d.(i) above. (Please provide copies of the relevant bank statements).
- f. Examination of documents, including invoices, agreements with the creditors and/or correspondence with the competent body, in of the support representations under d.(ii), d.(iii) [and/or\*] d.(iv) above. (Please provide copies of the relevant documents)

### **Conclusion [in respect of payables regarding transfer and loan activities]**

Based solely on the work described above, in our opinion:

[either\*]

All recorded payables due regarding transfer and loan activities that refer to payables to football clubs due to be paid by 28 February 20XX have according to the accounting records of the licence applicant since that date been paid in full by 31 March 20YY.

[or\*]

All the recorded payables due regarding transfer and loan activities as at 31 March activities that refer to payables to football clubs due to be paid by 28 February 20XX are in the course of payment under an agreement in writing with the creditor (a copy of the agreement letter is attached) [and/or\*] are in the course of a dispute that has been submitted to a competent authority (a copy of correspondence with the competent authority is attached) [and/or\*] can demonstrate that it has established reasons for contesting the claim or proceedings which have been opened.

[Detail any exceptions]

### **Scope of work [in respect of payables towards employees as defined in Article 6g]**

Our work consisted of the following procedures:

- a. Obtaining the employees table prepared by management.
- b. Reconciling the total balance at 31 December in the employees table to the 'Accounts payable to employees' amount in the latest annual or interim financial statements at 31 December.
- c. Obtaining an excerpt from the applicant's accounting system with the detailed breakdown of the payables in respect of employees at 31 December and at 28 February and reconciling the total balances to the total payables at 31 December and at 28 February accordingly disclosed by the applicant in the employees table.
- d. Obtaining and inspecting a randomly selected sample of at least 8 employee confirmation letters and comparing the information to that contained in the employees table. (Please provide a list of the employees selected)
- e. Obtaining representations from the directors of the licence applicant that either:

- i. the balance due as at 31 March 20YY for each employee that refers to payables in respect of contractual and legal obligations due to be paid by 28 February 20XX has been fully paid by 31 March 20YY; [or\*]

Where there is an amount due as at 31 March that refers to payables in respect of contractual and legal obligations towards its employees due to be paid by 28 February 20XX preceding the licence season:

- ii. an agreement for payment of the relevant amount has been concluded in writing with the creditor to extend the deadline for payment beyond the applicable deadline (note: a creditor not requesting payment of an amount does not constitute an extension of the deadline); [or\*]
  - iii. the debtor has brought a legal claim which has been deemed admissible by the competent authority under national law or has opened proceedings with the national or international football authorities or relevant arbitration tribunal contesting liability in relation to the overdue payables; [or\*]
  - iv. the debtor has contested to the competent authority a claim which has been brought or proceedings which have been opened against it by a creditor in respect of overdue payables and is able to demonstrate to the comfortable satisfaction of the decision-making bodies that it has established reasons for contesting the claim or proceedings which have been opened.
- f. Examination of the bank statements and payroll records in support of the representations under d.(i) above. (Please provide a copy of the relevant bank statements and the relevant payroll records)
  - g. Examination of documents, including agreements with the relevant employee(s) and/or correspondence with the competent body, in support of the representations under d.(ii), d.(iii) [and/or\*] d.(iv) above. (Please provide a copy of all deferred payment agreements and copies of correspondence relating to any dispute)

#### **Conclusion [in respect of payables towards employees]**

Based solely on the work described above, in our opinion:

[either\*]

All the recorded payables towards its employees due as at 31 March 20YY that refer to payables in respect of contractual and legal obligations towards its employees due to be paid by 28 February 20XX have according to the accounting records of the licence applicant since that date been paid in full by 31 March 20YY.

[or\*]

All the recorded payables towards employees due as at 31 March 20YY that refer to payables in respect of contractual and legal obligations towards its employees due to be paid by 28 February 20XX are in the course of payment under an agreement in writing with the employee concerned (a copy of the agreement letter is attached) [and/or\*] are in the course of a dispute that has been submitted to a competent authority (a copy of correspondence with the competent authority is attached) [and/or\*] can demonstrate that it has established reasons for contesting the claim or proceedings which have been opened.

[Detail any exceptions]



### **Scope of work [in respect of payables towards tax authorities as defined in Article 70]**

Our work consisted of the following procedures:

- a. Agreeing the recorded balance of all outstanding taxes due to be paid as at 28 February 20XX to the books and records of the licence applicant. (Please provide the appropriate records)
- b. Reconciling the total balance at 31 December in the employees table to the 'Accounts payable to social/tax authorities' amount in the latest annual or interim financial statements at 31 December.
- c. Obtaining an excerpt from the applicant's accounting system with the detailed breakdown of the payables to social/tax authorities at 31 December and at 28 February and reconciling the total balances to the total payables at 31 December and at 28 February accordingly disclosed by the applicant in the social/tax table.
- d. Obtaining representations from the directors of the licence applicant that either:
  - i. the balance due as at 31 March 20YY that refers to payables towards tax authorities due to be paid by 28 February 20XX has been fully paid by 31 March 20YY; [or\*]

Where there is an amount due as at 31 March that refers to payables in respect of contractual and legal obligations due to be paid by 28 February preceding the licence season:

- ii. an agreement for payment of the relevant amount has been concluded in writing with the creditor (HMRC) to extend the deadline for payment beyond the applicable deadline (note: a creditor not requesting payment of an amount does not constitute an extension of the deadline); [or\*]
  - iii. the debtor has brought a legal claim which has been deemed admissible by the competent authority under national law or has opened proceedings with the national or international football authorities or relevant arbitration tribunal contesting liability in relation to the overdue payables; [or\*]
  - iv. the debtor has contested to the competent authority a claim which has been brought or proceedings which have been opened against it by a creditor in respect of overdue payables and is able to demonstrate to the comfortable satisfaction of the decision-making bodies that it has established reasons for contesting the claim or proceedings which have been opened.
  - v. The debtor has requested the competent authority (HMRC), in writing and in accordance with the applicable law, to extend the deadline for payment of payables to social/tax authorities (as defined in **Article 75** and the competent authority has confirmed in writing that this request has been deemed admissible and still pending by 31 March
- e. Examination of the bank statements, in support of the representations under d.(i) above. (Please provide copies of the relevant bank statements)
- f. Examination of documents, including agreements with the taxation authorities in respect of all amounts due and/or correspondence with the competent body, in of the support representations under d.(ii), d.(iii), d.(iv) [and/or\*] d.(v) above. (Please provide copies of the relevant documents)

### **Conclusion [in respect of payables towards tax authorities]**

Based solely on the work described above, in our opinion:

[either\*]

All recorded taxes due as at 31 March 20YY that refer to payables towards tax authorities due to be paid by 28 February 20XX have according to the accounting records of the licence applicant since that date been paid in full by 31 March 20YY.

[or\*]

All the recorded taxes outstanding and due as at 31 March 20YY that refer to payables towards tax authorities due to be paid by 28 February 20XX are in the course of payment under an agreement in writing with the appropriate authorities (a copy of the agreement letter is attached) [and/or\*] are in the course of a dispute that has been submitted to a competent authority (a copy of correspondence with the competent authority is attached) [and/or\*] can demonstrate that it has established reasons for contesting the claim or proceedings which have been opened [and/or\*] can demonstrate that a decision by the competent body to extend the deadline for payments to social/tax authorities (HMRC) is pending as set out in **Annex D**.

[Detail any exceptions]

Our work was restricted to the procedures set out above and was not directed to the discovery of errors or misstatements which we consider to be immaterial. The procedures we performed did not constitute an audit or a review of any kind. Had we performed additional procedures, or had we performed an audit or review of the payables due that refer to transfer and loan activities, payables due towards employees and/or social/tax authorities other matters might have come to our attention that would have been reported to you. This report relates only to the payables due regarding transfer and loan activities, employees and social/tax authorities and does not extend to any financial statements of the licence applicant, taken as a whole.

We do not accept any responsibility for any reports previously given on any financial information used in the preparation of this report (including any audit reports on the financial statements or tax advice provided) beyond that owed to those to whom those reports were addressed by us at the date of their issue. This provision shall also apply to any reports (including audit reports and tax advice) issued in future.

(Signature)

Auditor

[Date of report]

\*delete as appropriate

## ANNEX G – ILLUSTRATIVE REPRESENTATIONS BY MANAGEMENT

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The Representations by Management should be on club letter headed paper.

[Name of licence applicant]

Future financial information covering the 18-month period ending 30 June 2025 for [name of licence applicant], [prepared on a consolidated basis to include subsidiary entities].

### **Representations by management**

The directors acknowledge their responsibility for the future financial information.

The future financial information included in this document has been prepared on a basis consistent with the audited annual financial statements of [licence applicant] for the year ended 31 December 2023.

The directors confirm that the budgeted cash flow statement has been prepared in accordance with the assumptions outlined in this document and after due and careful consideration.

In respect of the future financial information, the directors confirm that they are not aware of any relevant factor which has not been taken into account therein and that, in their opinion, the assumptions are not unreasonable.

The directors believe the budgeted cash flow is achievable, although achievement may be favourably or unfavourably affected by unforeseeable and uncontrollable events.

The directors are not aware of any material unrecognised contingencies which should be taken into account or disclosed in the future financial information.

.....(Executive Officer)

.....(Date)

On behalf of [licence applicant]

## ANNEX H – DEFINITION OF TERMS

For the purpose of these regulations, the following definitions apply:

### **Administration procedures**

A voluntary or mandatory process that may be used as an alternative to the liquidation of an entity, often known as going into administration. The day-to-day management of the activities of an entity in administration may be operated by the administrator on behalf of the creditors.

### **Agent/intermediary**

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.

### **Agreed-upon procedures**

Procedures that have been agreed to by the auditor and the engaging party and, if relevant, other parties.

### **Annual accounting reference date**

The date on which the reporting period for the annual financial statements ends.

### **Associate**

An entity, including an unincorporated entity such as a partnership, which neither is a subsidiary nor has an interest in a joint venture and over which the investor has significant influence.

### **Auditor**

An independent audit firm acting in compliance with the International Code of Ethics for Professional Accountants (including International Independence Standards).

### **CFCB**

UEFA Club Financial Control Body

### **Club licensing criteria**

Requirements, divided into six categories (sporting, football social responsibility, infrastructure, personnel and administrative, legal and financial), to be fulfilled by a licence applicant for it to be granted a licence.

### **Club monitoring requirements**

Requirements to be fulfilled by a licensee that has been admitted to the UEFA Champions League, the UEFA Europa League or the UEFA Europa Conference League.

### **Control**

The power to conduct the activities of an entity and to direct its financial, operating or sporting policies which affect returns, by means of share ownership, voting power, constitutional documents (statutes), agreement, or otherwise. Examples of control include a party:

- a. holding a majority of the shareholders' or members' voting rights;
- b. having the right to appoint or remove a majority of the members charged with the governance of an entity (e.g., any administrative, management or supervisory bodies of an entity);
- c. being a minority shareholder or a member of the entity and alone, pursuant to an agreement entered into with other shareholders or members of the entity or by any other means, being able to exercise control (including as defined under (a) or (b)).

### **Costs of a player's registration**

Amounts paid or payable directly attributable to a player's registration, comprising:

- a. fixed transfer compensation;

- b. realised conditional transfer compensation for amounts which have become payable during the period;
- c. any other directly attributable amounts paid and/or payable to another party such as another football club, agent/intermediary, or national football association/league.

### **Depreciation**

The systematic allocation of the depreciable amount of a tangible asset over its useful life, i.e. the period over which an asset is expected to be available for use by an entity.

### **Directly attributable**

Directly attributable means, in relation to a particular activity, that:

- a. the expense would have been avoided if that particular activity had not been undertaken; and
- b. the expense is separately identifiable without apportionment.

### **Dividends**

Distributions paid to holders of equity instruments.

### **Employee benefit expenses**

All forms of consideration given by an entity in exchange for services rendered by employees or for the termination of employment, including in respect of directors, management and those charged with governance.

### **Event or condition of major economic importance**

An event or condition that is considered material to the financial statements of the reporting entity/entities and would require a different (adverse) presentation of the results of the operations, financial position and net assets of the reporting entity/entities if it occurred during the preceding reporting period or interim period.

### **Government**

Any form of government, including government agencies, government departments, government entities and similar bodies, whether local or national.

### **Group**

A parent and all its subsidiaries. A parent is an entity that has one or more subsidiaries. A subsidiary is an entity, including an unincorporated entity such as a partnership, that is controlled by another entity (known as the parent).

### **Impairment of tangible assets**

An impairment loss, being the amount by which the carrying amount of a tangible asset exceeds its recoverable amount, i.e., the higher of an asset's fair value less costs to sell and value in use.

### **International Financial Reporting Standards (IFRS)**

Standards and Interpretations issued by the International Accounting Standards Board (IASB). They comprise:

- a. International Financial Reporting Standards;
- b. International Accounting Standards; and
- c. Interpretations originated by the International Financial Reporting Interpretations Committee (IFRIC) or the former Standing Interpretations Committee (SIC).

### **ISRS 4400**

International Standard on Related Services 4400 (Revised), Agreed-Upon Procedures Engagements.

### **Joint control**

The contractually agreed sharing of control over an economic activity, which exists only when the strategic financial and operating decisions relating to the activity require the unanimous consent of the parties sharing control (the venturers).

**Joint venture**

A contractual arrangement whereby two or more parties undertake an economic activity that is subject to joint control.

**Key management personnel**

Persons having authority over and responsibility for planning, directing and controlling the activities of an entity, directly or indirectly, including but not limited to any director (executive or otherwise) of the entity.

**Licence**

Certificate granted by the licensor confirming fulfilment of all minimum criteria by the licence applicant as part of the admission procedure for entering UEFA club competitions.

**Licence season**

UEFA season for which a licence applicant has applied for/been granted a licence. It starts the day following the deadline for submission of the list of licensing decisions by the licensor to UEFA and lasts until the same deadline the following year.

**Licensee:**

Licence applicant that has been granted a licence by its licensor.

**Licensor**

UEFA member association that operates the club licensing system, grants licences and undertakes certain tasks in respect of the club monitoring process.

**List of licensing decisions**

List submitted by the licensor to UEFA containing, among other things, information about the licence applicants that have undergone the licensing process and been granted or refused a licence by the national decision-making bodies in the format established and communicated by UEFA.

**Material/Materiality**

Omissions or misstatements of items or information are material if they could individually or collectively influence the decisions of users taken on the basis of the information submitted by the club. Materiality depends on the size and nature of the omission or misstatement judged in the surrounding circumstances or context. The size or nature of the item or information, or a combination of both, could be the determining factor.

**Minimum criteria**

Criteria to be fulfilled by a licence applicant in order to be granted a licence.

**Monitoring documentation**

The documentation to be submitted by a licensee as defined in respect of each of the club monitoring requirements.

**National accounting practice**

The accounting and reporting practices and disclosures required of entities in a particular country.

**Net debt**

The aggregate of the following balances:

- bank overdrafts, bank and other loans, accounts payable to group entities and other related parties less cash and cash equivalents;
- net player transfers balance, i.e. the net of accounts receivable from player transfers and accounts payable from player transfers; and
- accounts payable to social/tax authorities (non-current).

**Net result**

The total of all items of income less expenses in a period, in profit or loss.

## Parties involved

Any person or entity involved in the UEFA club licensing system or club monitoring process, including the UEFA administration, the CFCB, the licensor, the licence applicant/licensee and any individual involved on their behalf.

## Party

A natural or legal person, a legal entity or a government.

## Player registration(s)

Player registration(s) has the meaning set out in the *FIFA Regulations on the Status and Transfer of Players*.

## Profit/loss on disposal of tangible assets

The profit or loss calculated as the difference between the net disposal proceeds, if any, and the carrying value (as per the balance sheet) of the tangible asset at the date of disposal.

## Protection from creditors

Procedures pursuant to laws or regulations whose objectives are to protect an entity from creditors, rescue insolvent entities and allow them to carry on running their business as a going concern. This process encompasses (voluntary) liquidation or administration procedures and other insolvency proceedings (that might result in a compromise with creditors or bankruptcy).

## Related party

A related party is a person or entity or government that is related to the entity that is preparing its financial statements (the reporting entity). In considering each possible related party relationship, attention is directed to the substance of the relationship and not the merely legal form.

- a. A person or a close member of that person's family is related to a reporting entity if that person:
  - i. has control or joint control of the reporting entity;
  - ii. has significant influence over the reporting entity; or
- iii. is a member of the key management personnel of the reporting entity or of a parent of the reporting entity.
- b. An entity is related to a reporting entity if any of the following conditions applies:
  - i. The entity and the reporting entity are members of the same group (which means that each parent, subsidiary and fellow subsidiary is related to the others).
  - ii. The entity and the reporting entity are controlled, jointly controlled, or significantly influenced by the same party.
  - iii. One entity is an associate or joint venture of the other entity (or an associate or joint venture of a member of a group of which the other entity is a member).
  - iv. A party has significant influence over the other entity.
  - v. Both entities are joint ventures of the same third party.
  - vi. One entity is a joint venture of a third entity and the other entity is an associate of the third entity.
  - vii. The entity is a post-employment benefit plan for the benefit of employees of either the reporting entity or an entity related to the reporting entity. If the reporting entity is itself such a plan, the sponsoring employers are also related to the reporting entity.
  - viii. The entity is controlled or jointly controlled by a person identified in a).
  - ix. A person identified in (a)(i) has significant influence over the entity or is a member of the key management personnel of the entity (or of a parent of the entity).
  - x. The entity, or any member of a group of which it is a part, provides key management personnel services to the reporting entity or to the parent of the reporting entity.

**Reporting entity/entities**

A registered member or football company or group of entities or some other combination of entities which is included in the reporting perimeter and which must provide the licensor with information for both club licensing and club monitoring purposes.

**Reporting period**

A financial reporting period ending on the reporting's entity annual accounting reference date.

**Significant change:**

An event that is considered material to the documentation previously submitted to the licensor and that would require a different presentation if it occurred prior to submission of the documentation.

**Significant influence**

The power to participate in the financial, operating or sporting policies of an entity, but not in control or joint control of that entity, by means of share ownership, voting power, constitutional documents (statutes), agreement, or otherwise. Examples of significant influence include a party:

- a. holding, directly or indirectly, between 20% and 50% of the shareholders' or members' voting rights;
- b. having the ability to influence the appointment or removal of a majority of the members charged with the governance of an entity (e.g. any administrative, management or supervisory bodies of an entity);
- c. being a minority shareholder or a member of the entity and alone, pursuant to an agreement entered into with other shareholders or members of the entity or by any other means, being able to exercise any significant influence (including as defined under a) and b);
- d. providing in one reporting period either alone or in aggregate with parties under the same ultimate controlling party or government (excluding UEFA, a UEFA member association and an affiliated league) an amount equivalent to at least 30% of the entity's total revenue for the same period.

**Stadium**

The venue for a competition match including, but not limited to, all surrounding properties and facilities (for example offices, hospitality areas, press centre and accreditation centre).

**Supplementary information**

Financial information to be submitted to the licensor in addition to the financial statements if the minimum requirements for disclosure and accounting are not met. Supplementary information must be prepared on a basis of accounting, and accounting policies, consistent with the financial statements. Financial information must be extracted from sources consistent with those used for the preparation of the annual financial statements. Where appropriate, disclosures in the supplementary information must agree with, or be reconciled to, the relevant disclosures in the financial statements.

**Tangible assets**

Assets that have physical substance and are held for use in the production or supply of goods or services, for rental to others, or for administrative purposes on a continuing basis in the entity's activities.

**Training facilities**

The venue(s) at which a club's registered players undertake football training or youth development activities on a regular basis.

**UEFA Club Licensing Quality Standard**

Document that defines the minimum requirements with which licensors must comply to operate the club licensing system.



**Ultimate controlling party**

A natural or legal person who/which has, directly or indirectly, ultimate control of an entity.



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