

APPENDIX H

EMBARGO

Embargo means a ban on a Club signing, re-signing, exercising an option to sign, extending a contract, converting a loan into a permanent transfer, converting a short term loan into a long term loan, loaning or seeking in any way to register a player whether on a contractual or non-contractual basis or as an amateur, trainee, academy, work experience or schoolboy associate other than within any of the Embargo Terms and Exemptions hereinafter contained.

Embargoed Club means any Club subject to an Embargo

An embargo may be imposed pursuant to any of the relevant preceding or subsequent Rules and Regulations or Appendices but in any event shall be imposed:-

- (a) where a Club has undergone an Insolvency Event
- (b) where a Club has been served with a winding-up petition which has not been satisfied in full or to the satisfaction of the petitioning creditors as evidenced by written agreement or
- (c) where a Club has either defaulted on such an agreement or has omitted or incorrectly reported its failure to adhere to the terms of any agreement.

Any embargo is without prejudice to any other penalties that the Competition may wish or be entitled to impose pursuant to any other Rule or Regulation or Appendix in relation to any matter giving rise to the right to impose an embargo including but not limited to any default, or any agreement reached with creditors or failure to report the default or incorrectly reporting the Club's adherence to any agreement with creditors.

Embargo Terms and Exemptions

1. Prior to the start of the season an Embargoed Club will be permitted to sign up to 16 players. The complement of registrations must comprise entirely non-contract players save that it may include players under existing written contract, or players listed on the retained list at the end of the previous season where an option has been exercised prior to the implementation of the embargo.
2. In the event of the playing squad of any Embargoed Club falling below 16 registered players of whatever status then any of its then existing registered players who is the subject of a short term loan agreement may have that agreement renewed/extended.
3. In the event of any Embargoed Club having more than 16 registered players then subject to the exceptions hereinafter contained no short term loans may be renewed or extended.
4. In the event of any Embargoed Club having its playing squad fall below 16 registered players and where none of the registered players are on short term loans then the Embargoed Club shall be entitled to sign and register a sufficient number of non-contract players to bring the total of its squad up to 16.
5. An Embargoed Club shall in any event not be entitled to change the status of any of its registered players without the prior permission of the Board nor shall it be entitled to engage any new player under the permitted exemptions, on terms better than those of any player whose departure gave rise to the right to sign any other player.
6. An Embargoed Club shall not be permitted to improve the existing terms of any its registered players.
7. In the event of an Embargoed Club having a squad of 16 or less players, of whatever status, satisfying the Competition that any of those players have a long term injury (for this purpose a long term injury shall mean an injury supported by satisfactory medical evidence which may either be a medical certificate from the player's own Doctor or a letter signed by either a State Registered Physiotherapist or a Member of the Chartered Institute of Physiotherapists stating that the player or players will be unavailable for selection

for a period of not less than 14 days) then it shall be entitled to sign a replacement player or players as the case may be on a non contract basis but subject to the provisions of Clause 5 hereof and for a period not to exceed the certification of the long term injury or injuries. A new player registered under this clause must not be nominated on the Team Sheet for any match at the same time as the player he has been signed to replace, and must not be engaged on more favourable terms than the player he has been signed to replace.

8. Where the number of eligible players falls below 11, or 11 excluding a goalkeeper, due to suspensions, a Club may make application to the Board to sign non-contract player(s) to ensure a team of 11, including a goalkeeper, can be fielded.
9. In the event of an Embargoed Club having no fit goalkeeper (again as evidenced by medical certificates) then it shall be entitled to register a goalkeeper for an initial maximum period of 28 days. A goalkeeper registered under this clause must not be nominated on the Team Sheet for any match at the same time as the goalkeeper he has been signed to replace, and must not be engaged on more favourable terms than the goalkeeper he has been signed to replace.
10. In any event if an Embargoed Club's squad falls below 16 because of exceptional circumstances then it shall have the right to make a written application to the Board of the Competition for its consent to sign sufficient players to bring the number of its squad up to 16 and the Board acting in the interest of the integrity of the Competition shall have the right at its absolute discretion to permit the Embargoed Club to sign sufficient players on non-contract or short term loans to bring the number of its playing squad up to 16 fit players applying the criteria set out in the Exemptions above.
11. Any event being a breach of any Competition Rule (including but not limited to the late delivery of a FRI form) which may give rise to the imposition of an Embargo, shall give the Board the right to impose that Embargo with immediate effect. The Board will in any event procure that a written request for a personal hearing in respect of such a decision will be heard within 7 days of receipt of the request from the Club, notwithstanding the Club's immediate right of Appeal in accordance with Rule 16.4. Pending any such request for a personal hearing, or any subsequent appeal to The Football Association, the Embargo will remain in place.
12. In the event of an Embargo being imposed pursuant to any breaches of the FRI regulations then the Embargo will not be lifted until 7 days after full compliance by the Embargoed Club with the FRI regulations in force from time to time
13. In the event of any Club failing to comply fully with any agreement with HMRC, whether formal or informal, or the terms of any Creditor Compromise then apart from any other obligations and penalties within these Rules and Regulations it shall be obliged to inform the Competition forthwith of such failure or contravention and the defaulting Club shall be placed under an immediate embargo. If the Club fails to advise the Competition upon becoming aware of such an event then it shall be subject to such penalty as the Board may impose in its entire discretion including but not limited to deduction of points, fines, suspension and expulsion.