# The Football Association of Ireland

# **Men's Club Licensing Manual**





# Men's Club Licensing Manual

Based on UEFA Club Licensing and Financial Sustainability Regulations Edition 2022, The FAI Constitution and Regulations contained within the most recent FAI Handbook and UEFA Stadium Regulations 2018

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# 2024 LEAGUE OF IRELAND SEASON 2024/25 UEFA MENS CLUB COMPETITIONS SEASON



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#### **GLOSSARY OF TERMS**

#### **Definition**

In these regulations, the use of the masculine form refers equally to the feminine.

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-today 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 is neither a subsidiary nor 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).

Club Licensing Criteria / 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 licensing quality standard

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

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 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.

Club Financial Control Body

Independent committee established by UEFA to monitor and ensure the consistent and strict application of the licensing criteria.

Current financial information

Information in respect of the financial performance and position of the club in the reporting period ending in the year that the UEFA Men's club competitions commence (reporting period T).

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.



**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

Deadline for submission of the application to the licensor The date by which each licensor requires licence applicants to have submitted all relevant information for their applications for a licence

information for their applications for a licence.

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.

Future financial information

Information in respect of the financial performance and position of the club in the reporting periods ending in the years following commencement of the UEFA Men's club competitions

(reporting periods T+1 and later).

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).

Historic financial

information

Information in respect of the financial performance and position of the club in the reporting periods ending in the years prior to commencement of the UEFA Men's club competitions

(reporting periods T-1 and earlier).

Impairment 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.

of

Image rights payments

Amounts due to employees (either directly or indirectly) as a result of contractual agreements with the licence applicant/licensee for the right to exploit their image or reputation in relation

to football and/or non-football activities.

Interim period A financial reporting period that is shorter than a full financial year. It does not necessarily

have to be a six-month period.

International Financial

Standards and Interpretations issued by the International Accounting Standards Board

(IASB). They comprise:

Reporting Standards (IFRS)

International Financial Reporting Standards;

International Accounting Standards; and

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.



# International Standards on:

The International Auditing and Assurance Standards Board (IAASB) issues International Standards on:

Auditing (ISA) which are to be applied in audits of historical financial information.

Review Engagements (ISRE) which are to be applied in reviews of historical financial information

Related Services (ISRS) which are to be applied to compilation engagements and engagements to apply agreed-upon procedures to information.

Additional information about the IAASB, ISA, ISRE and ISRS is available from www.ifac.org.

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

Licensee

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

Licence applicant

Legal entity fully and solely responsible for the football team participating in national and international Men's club competitions which applies for a licence.

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

Licence season

Season for which a licence applicant has applied for/been granted a licence. 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.

Licensor

UEFA member association or its affiliated league 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 a licence by the national decision making bodies in the format established and communicated by the UEFA administration

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:

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

(Net debt does not include trade or other payables)

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 UEFA administration, , the CFCB, the licensor, the licence applicant/licensee and any individual involved on their behalf.



Partv

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, bankruptcy or liquidation).

#### **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 and/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.

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

# Reporting period 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

#### Significant Influence

documentation.

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.

The 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 and/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.



#### **REFERENCES**

This Manual is based on Irish law, Government Codes of Practice, UEFA guidelines and The FAI Constitution and Regulations contained within the FAI Handbook, codes, and practices. The following documents have been used as references:

- Latest Code of Practice for Safety at Sports Grounds...
- Code of Practice for the Management of Fire Safety in Places of Assembly, Department of Environment (1991).
- Fire Services Act 1981
- Children First 2015
- National Vetting Bureau (Children and Vulnerable Persons) Act 2012 to 2016
- FAI Child Welfare and Safeguarding Policy
- UEFA's Child Safeguarding Policy
- FIFA's Child Safeguarding programme FIFA Guardians
- Fire Safety in Places of Assembly (Ease of Escape) Regulations, (1985), Stationery Office, Dublin.
- Safety, Health and Welfare at Work Act 2005
- Building for Everyone: Inclusion, Access and Use, National Disability Authority (2002).
- Building Control Act 2007
- League of Ireland Participation Agreement
- Current FAI Constitution and Regulations contained within the FAI Handbook
- Current FIFA Statutes and Regulations
- Current UEFA Statutes and Regulations
- Current UEFA Procedural rules governing the UEFA Club financial Control Body
- Latest Edition Steward's Handbook, Football Association of Ireland
- Current Laws of the Game, International Football Association Board
- Safety and Security in the Stadium for all UEFA Competition Matches, Union of European Football Associations (1999).
- Guidelines and Recommendations for Stadia Lighting for all UEFA Competitions, Union of European Football Associations (1999).
- UEFA Media Guidelines, Union of European Football Associations (2002).
- Football Stadiums Technical recommendations and requirements, 5<sup>th</sup> edition, FIFA, (2011)
- Guide to Safety at Sports Grounds, UK Department for Culture, Media and Sport (1997)
- The Northern Ireland Guide to Safety at Sports Grounds (Red Guide)
- UEFA Stadium Infrastructure Regulations, Edition 2018
- UEFA Club Licensing and Financial Sustainability Regulations, Edition 2022
- UEFA Safety & Security Regulations, Edition 2006



# 1. Introduction

The FAI Men's Club Licensing Manual is intended to be a working document that is easy to read and practical for every user. The Manual contains the consolidated licensing regulations for the League of Ireland 2024 Season and the UEFA Men's club competitions 2024/25 Season. Licensing requires that those clubs participating in or seeking to participate in the League of Ireland and UEFA Men's club competitions achieve certain standards. This Manual describes the Licensing System, the steps involved in the licensing core process and the required quality standards / criteria necessary for clubs participating in or seeking to participate in the League of Ireland and UEFA Men's club competitions.

The requirements of Licensing are presented in the form of criteria under six headings:

Sporting
Football Social Responsibility
Infrastructure
Personnel and Administrative
Legal
Financial

These regulations govern the rights, duties and responsibilities of all parties involved in the UEFA Men's club licensing system and define in particular:

- the minimum requirements to be fulfilled by the FAI in order to act as a licensor for its clubs
- the minimum procedures to be followed by the FAI in the assessment of the licensing criteria;
- the licence applicant and the licence to enter the UEFA Men's club competitions;
- the minimum sporting, football social responsibility, infrastructure, personnel & administrative, legal, and financial criteria to be fulfilled by a club in order to be granted a licence by the FAI as part of the admissions procedures to enter the UEFA Men's club competitions.

## **OBJECTIVES**

The FAI Club Licensing System has the following objectives:

To further promote and continuously improve the standard of all aspects of football and to give continued priority to the training and welfare of young players in each club;

To promote participation in football and contribute to the development of women's football;

To ensure that a club has an adequate level of management and organisation;

To ensure that clubs are properly constituted under national laws and in accordance with the statutes of the FAI;

To adapt clubs' sporting infrastructure to provide players, spectators and media with suitable, well-equipped and safe stadiums;

To protect the integrity and smooth running of domestic and UEFA Men's club competitions;

To safeguard each club's identity, history and legacy:

To monitor financial fair play in the competitions;

To encourage cooperation between licensors and clubs and enable the development of benchmarking for clubs in financial, sporting, football social responsibility, legal, personnel, administrative and infrastructure related criteria within the FAI and throughout Europe.

To embrace social responsibility in football;

To promote a healthy relationship between clubs and supporters and increase accessibility in football Furthermore, the criteria aim to promote UEFA's financial sustainability objectives, in UEFA Men's club competitions to promote more discipline and rationality in club football finances and in particular:

- to improve the economic and financial sustainability of the clubs, increasing their transparency and credibility;
- to place the necessary importance on the protection of creditors and to ensure that clubs settle their liabilities with employees, social/tax authorities and other club punctually;

to promote better cost control;to encourage clubs to operate on the basis of their own revenues; to encourage responsible spending for the long-term benefit of football;

to protect the long-term viability and sustainability of European club football.



## LEGAL BASIS

The Licensor has jurisdiction to govern the Licensing system by virtue of the FAI Constitution and Regulations contained within the FAI Handbook..

# 2. PROCEDURE

# 2.1 CRITERIA GRADUATION

The criteria described in this Manual are minimum requirements. Clubs may report attainment of higher quality standards for any of the criteria if they so wish. Some criteria may require particular qualifications E.g.; The UEFA Elite Youth A is the specific qualification required for PAD 2.04 Head of Youth Development.

The criteria in this Manual have been graded into two separate categories. The different grades are defined as follows:

- "A" Criteria "MUST": Non-fulfilment of the criteria will result in the licence applicant being refused a licence. However the Manual may offer possible alternatives to fulfil certain "A" criteria.
- "B" Criteria "MUST": Non fulfilment of the criteria will result in the club being sanctioned as described in this Manual (See Section. 2.2), but may not lead to licence refusal.

# 2.2 LICENSING SANCTIONS

The following sanctions may be set by the Club Licensing Committee and/or Appeals Body for breaches of the provisions of this club licensing manual (such as submission of falsified documents, non-respect of deadlines, sanctions against deadlines, failure to cooperate with the FAI Club Licensing Committee or the FAI Club Licensing Department in any way) or non-fulfilment of criteria (See Section 2.1)

- a) Caution
- b) Extended deadline to fulfil criteria
- c) Fine
- d) Deduction of points
- e) Suspension of personnel
- f) Reporting of issues to appropriate bodies within the FAI
- g) Obligation to submit guarantees and undertakings
- h) Withhold grants / prize money
- i) Seek more financial details
- j) Play behind closed doors
- k) Reduction of capacity
- I) Licence review
- m) Licence withdrawal
- n) Licence refusal
- o) Transfer embargo

This list is not exhaustive.

## 2.3 Spot-checks by UEFA / FAI

UEFA and/or FAI or its nominated bodies/agencies reserve the right to, at any time, conduct compliance audits of the licensor and, in the presence of the latter, of the licence applicant/licensee. Compliance audits aim to ensure that the licensor, as well as the licence applicant/licensee, have fulfilled their obligations as defined in this manual and that the licence was correctly awarded at the time of the final decision of the licensor.

The Licensing Manger (or nominee) will have the power to carry out spot checks on clubs by attending at the club or grounds without prior notice and shall be entitled to examine all documentation relating to licensing and to carry out checks on any aspect of Club Licensing Requirements.



# 3. LICENSOR

# 3.1 LICENSOR DEFINITION

The Football Association of Ireland (FAI) is the Licensor in the Republic of Ireland. The Licensor governs the Licensing System and controls the Licensing Core Process. The FAI Board are responsible for any changes to the process and the approval of the Club Licensing Manual. The UEFA process of FAI Club Licensing Manual cannot be amended during the licensing process unless duly approved by UEFA.

### 3.1.1 DECISION-MAKING BODIES

The Licensor is obliged to establish two decision-making bodies, namely:

FAI Club Licensing Committee; and

FAI Club Licensing Appeals Body.

These Decision-Making Bodies must be independent from each other. Both will receive administrative support from the FAI. These Decision-Making Bodies will decide whether Licences should be issued or not, and have the power to issue a variety of sanctions as described in Section 2.2.

#### 3.1.2 FAI CLUB LICENSING COMMITTEE

In relation to the powers, duties and operations of the FAI Club Licensing Committee, the following rules will apply:

# **Operation and Duties**

The FAI Club Licensing Committee will operate as the first instance body that decides whether a League and/or UEFA licence should be issued to an applicant or not under this Manual.

Membership of the FAI Club Licensing Committee is governed under Section 3.1.4 of this Manual.

Members of the FAI Club Licensing Committee must act impartially in the discharge of their duties.

Members of the FAI Club Licensing Committee must treat each separate application equally.

### **Powers**

The FAI Club Licensing Committee will only review documentation which has been submitted to the FAI Club Licensing Department on or before the submission date or which has been submitted after this date by agreement with the FAI Licensing Manager.

The FAI Club Licensing Committee will decide whether a licence should be issued to an applicant or not. This decision must be based on the licensing report submitted by the FAI Club Licensing Department and must be in accordance with the provisions of this Manual. The content and basis of the report submitted to the FAI Club Licensing Committee by the FAI Club Licensing Department is set out under Section 5, 'Core Process', of this Manual.

In the event of a League Licence-Premier Division Applicant being refused a licence, the FAI Club Licensing Committee will decide whether a licence for the First Division can be granted.

The FAI Club Licensing Committee has the power to seek clarification, and to request further documentation and information in relation to any submission. The Committee can request the Club Licensing Officer or the FAI Licensing Manager to provide any further evidence or explanations on behalf of the licence applicant. Any such requests are at the discretion of the Club Licensing Committee. Licence applicants are reminded that the Committee will only seek such clarifications in relation to applications received on or before the submission date. This power should not be taken to extend the submission date in any way.

The FAI Club Licensing Committee has the power to decide what sanctions (if any) should be imposed on clubs that fail to fulfil criteria.

Each member of the Committee will have one vote.

In the event of the Club Licensing Committee being unable to reach a majority vote on any matter the Chairperson will have a casting vote in addition to his/her first vote.

Any decision of the FAI Club Licensing Committee must be in writing and include the reasoning for a decision as well as the procedure for lodging an appeal (if applicable).

The FAI Club Licensing Committee has the power to withdraw any licence or apply any sanction during a season if the Licensee:



- no longer satisfies any single criteria for issuing the licence; or
- violates any of its obligations, duties, confirmations or undertakings under this Manual,
   Contract or Confidentiality Agreement; or
- Is involved in a bankruptcy, receivership, examinership or liquidation process, or is struck off the Companies' Register

The withdrawal of a licence or imposition of a sanction is not mandatory and the FAI Licensing Committee will have discretion to exercise this power or not.

The FAI Club Licensing Committee has the authority to review licensing criteria and to recommend amendments to the FAI Board.

The FAI Club Licensing Committee has the authority to permit licence applicants/licensees to transfer their membership of the FAI and the League of Ireland from one legal entity to another (see Section 4.1.4).

The FAI Club Licensing Committee will not have the authority to define the makeup of the divisions of the League of Ireland.

# 3.1.3 FAI CLUB LICENSING APPEALS BODY

In relation to the powers, duties and operations of the FAI Club Licensing Appeals Body, the following rules will apply:

## **Operation and Duties**

The FAI Club Licensing Appeals Body will only review decisions made by the FAI Club Licensing Committee and will not rehear the case or review fresh evidence.

The FAI Club Licensing Appeals Body decides on all appeals against decisions of the FAI Club Licensing Committee.

The decision must be in writing and include the reasoning for the decision.

Each member of the Appeals Body will have one vote.

In the event of the Club Licensing Appeals Body being unable to reach a majority vote on any matter the Chairperson will have a casting vote in addition to his/her first vote.

Membership of the FAI Club Licensing Appeals Body is governed under section 3.1.4 of this Manual. Members of the FAI Club Licensing Appeals Body must treat each separate application equally.

#### **Powers**

The FAI Club Licensing Appeals Body has the power to make a final binding decision on whether a licence should be issued or not and what sanctions, if any, should be imposed on the licence applicant.

In the event of the Appeals Body being unable to reach a majority vote on any matters within its remit, the Chairperson for the time being will have the power to make a final binding determination. The full powers and sanctions available to the Appeals Body under these rules will be fully within the power of the Chairperson in these circumstances.

The FAI Club Licensing Appeals Body has the power to seek clarification on any issue from the FAI Licensing Manager. Any such requests are at the discretion of the FAI Club Licensing Appeals Body

The FAI Licensing Appeals Body has the power to review all decisions of the FAI Club Licensing Committee and to affirm, reject, vary or replace decisions and/or sanctions issued by the FAI Club Licensing Committee. In the case of a licence applicant that fails in an appeal to be issued with a League Licence-Premier Division, the FAI Club Licensing Appeals Body shall decide whether a licence for the First Division can be granted.

The FAI Constitution and Regulations contained within the FAI Handbook on Arbitration will not apply to the licensing decisions of the FAI Club Licensing Appeals Body or those of the FAI Club Licensing Committee. The FAI Club Licensing Appeals Body is the body of last instance and its decisions are final.

The FAI Club Licensing Appeals Body will not have the authority to define the makeup of the divisions of the League of Ireland.

#### 3.1.4 Membership of the Decision-Making Bodies

In relation to the membership of the FAI Club Licensing Committee and the FAI Club Licensing Appeals Body, the following rules will apply:

The FAI Club Licensing Committee shall have a panel of a minimum of 6 members and a quorum of 3 members.



The FAI Club Licensing Appeals Body shall have a panel of a minimum of 6 members and a quorum of 3 members.

The FAI Board will appoint the Chair and other members of each body.

Each quorum must have among its members at least one person who is professionally qualified as a Solicitor or Barrister.

Each quorum must have among its members at least one person who is professionally qualified as an accountant and holds a qualification recognised by a professional body such as

- ACCA Association of Chartered Certified Accountants;
- o ICAEW Institute of Chartered Accountants in England & Wales;
- CAI Chartered Accountants Ireland;
- ICAS Institute of Chartered Accountants of Scotland;
- o ICPAI Institute of Certified Public Accountants in Ireland; and
- o IIPA- Institute of Incorporated Public Accountants.

Meetings of the Club Licensing and the Club Licensing Appeal Committee may take place in person, via video conference or a mixture of both provided that a quorum is present. This must only be done with prior consent of the Chairman.

Members of the decision-making bodies are elected or appointed in accordance with the UEFA member association statutes and must not act simultaneously as licensing manager or member of licensing administration.

Members of the FAI Club Licensing Committee and the FAI Club Licensing Appeals Body will serve for an initial term of 2 years. Each member will be eligible to be reappointed by the FAI Board for additional terms of 2 years.

Members of the FAI Club Licensing Committee and the FAI Club Licensing Appeals Body may not belong simultaneously to the FAI Board or executive of the FAI or the SSE Airtricity League.

Members of the FAI Club Licensing Committee and the FAI Club Licensing Appeals Body may not belong simultaneously to the personnel of any licence applicant or club affiliated to the licence applicant.

If a vacancy occurs on the FAI Club Licensing Committee or the FAI Club Licensing Appeals Body, the FAI Board should appoint a replacement for the remaining term of office. A delay in filling such a vacancy will not prevent either body from continuing with its duties.

All appointed members must automatically abstain if there is any doubt as to their independence or if there is a conflict of interests. The independence of a member may not be guaranteed if this person, or any member of their family (spouse, child, parent or sibling), is associated with the licence applicant in any of the following ways:

- o member;
- o shareholder;
- o sponsor;
- o consultant;
- o director:
- o employee, etc

The Chair of the committee will have the power to determine if such a conflict of interest exists.

Members of the decision-making bodies must act impartially in the discharge of their duties.

The separation of powers between the FAI Club Licensing Committee and the FAI Club Licensing Appeals Bodies must be guaranteed.



# 3.2 FAI CLUB LICENSING DEPARTMENT

In relation to the powers, duties and operations of the FAI Club Licensing Department, the following rules will apply:

# **Operation and Duties**

The FAI will establish an appropriately resourced and equipped Club Licensing Department.

The FAI Club Licensing Department will be led and coordinated by a Licensing Manager, who is responsible for the licensing administration.

The Department will appoint a number of Club Auditors with expertise and responsibilities for specific types of criteria. The Department will also appoint administrative support staff as necessary.

- All FAI Club Licensing Department employees and experts must be independent from licence applicants. All those involved in the club licensing system and club monitoring process must declare their independence in writing upon their appointment and at the start of each licence season. The independence of an FAI Club Licensing Department staff member or expert may not be guaranteed if this person, or any member of their family, is associated with the licence applicant in any of the following ways:
  - o member;
  - o shareholder;
  - o sponsor;
  - o business partner
  - consultant;
  - o director;
  - o employee, etc.

If an employee or expert is deemed not to be independent of a licence applicant, this person must not be involved in any assessing, auditing, recommending or reporting of that licence applicant.

At least one member of licensing administration or an external financial expert must have a financial background and a diploma in accountancy/auditing recognised by the appropriate national body (e.g. national trade association), or must have several years' experience in the above matters (a "recognition of competence").

## **Powers and Tasks**

The tasks of the FAI Club Licensing Department will include:

- Preparing, implementing and further developing the FAI Club Licensing System and Core Process;
- Providing administrative support to the FAI Club Licensing Committee and the FAI Club Licensing Appeals Body;
- · Assisting, advising and monitoring licensees during the licence period;
- 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 form, legal group structure (including change of ownership) or identity; Serving as the contact point for and sharing expertise with the licensing departments of other UEFA member associations and with UEFA itself;
- Conducting assessments and audits to verify whether licence applicants have fulfilled quality standards according to the criteria described in this Manual.

Powers of the FAI Club Licensing Department include:

The FAI Club Licensing Department may report to the FAI Club Licensing Committee any cases where a licensee fails to maintain the conditions for the issuance of a licence.

The FAI Club Licensing Department may delegate responsibility for aspects of monitoring licensees to other departments within the FAI or to the League of Ireland.

The FAI Club Licensing Department will have the power to seek clarification, or request further documentation and information from the Club Licensing Officer and can invite the Club Licensing Officer to provide any further evidence or explanations on behalf of the licence applicant.



Any such requests are at the discretion of the Licensing Manager.

- The Licensing Manger or his/her nominee will have the power to carry out spot checks on clubs by attending at the club or grounds without prior notice and shall be entitled to examine all documentation relating to licensing and to carry out checks on any aspect of Club Licensing Requirements.
- The FAI Club Licensing Department will determine the timetable for the Club Licensing Core Process on an annual basis, taking into consideration the start date for the League of Ireland season and the deadline set by UEFA for admission to UEFA Men's club competitions.
- The Licensing Manager will have the power to make recommendations to the Club Licensing Committee on any matter pertaining to the issuance of a Licence, sanctions, withdrawal of licence or other related licensing matters.
- The Licensing Manager, and any other persons requested by the Licensing Manager, will have the right to attend meetings of the FAI Club Licensing Committee and the FAI Club Licensing Appeals Body. The role of the Licensing Manager in these meetings will be to facilitate, and this person will have no voting rights.
- UEFA, or a third party entrusted with the task on UEFA's behalf, is entitled to examine the FAI Club Licensing procedures with respect to UEFA's minimum criteria and to submit corresponding recommendations. UEFA will also be empowered to perform spot checks on licensees via the FAI Club Licensing Department.

# 3.3 CONFIDENTIALITY AND EQUAL TREATMENT

The Licensor guarantees the licence applicant/licensee full confidentiality as regards all non-public information disclosed during the Licensing Core Process. In this regard, the FAI must conclude an annual confidentiality agreement with each licence applicant.

Members of the FAI Club Licensing Committee, the FAI Club Licensing Appeals Body, the FAI Club Licensing Department and any other individual engaged by the Licensor in the licensing process must also sign a confidentiality clause before starting his or her tasks. Confidentiality is subject to the following:

- a) A copy of the contacts sheet, which is attached to the Club Licensing Application Pack, will be sent to the League of Ireland administration for their records.
- **b)** Data regarding Infrastructure will also be shared with the FAI and League of Ireland to facilitate match delegates in completing their reports and for Health and Safety reasons.
- **c)** No enclosures (e.g. Legal or Financial Information) will be forwarded and these will remain subject to the confidentiality clause, unless duly authorised by the licence applicant/licensee.
- **d)** Any decision of the Club Licensing Committee or Club Licensing Appeals Body may be communicated to the media.

The Licensor ensures equal treatment of all licence applicants during the licensing process.



# 3.4 UEFA CLUB MONITORING (FOR UEFA LICENSEES ONLY)

UEFA have established an independent Club Financial Control Body to oversee monitoring of clubs within its jurisdiction:

# Rights, duties and responsibilities of the UEFA Club Financial Control Body (CFCB)

The UEFA Club Financial Control Body (CFCB), carries out its duties as specified in the present regulations and in the *Procedural rules governing the UEFA Club Financial Control Body*. In carrying out these responsibilities, the UEFA Club Financial Control Body ensures equal treatment of all licensors, licence applicants and licensees and guarantees full confidentiality of all information provided.

The UEFA CFCB at all times bears in mind the overall objectives of these regulations

## **Monitoring Process**

The UEFA monitoring process starts on submission by the licensor of the list of licensing decisions to the UEFA and ends at the end of the licence season.

It consists of the following minimum key steps

- a) issuing of the requirements for monitoring documentation to the licensor and licensee;
- b) return of the required completed monitoring documentation by the licensee to the licensor;
- assessment and confirmation of the completeness of each licensee's documentation by the licensor;
- d) submission of the validated documentation by the licensor to the UEFA Administration;
- e) assessment of the documentation by the UEFA CFCB;
- f) if appropriate, request for additional information by the UEFA administration or the UEFA CFCB;
- g) decision by the UEFA CFCB as specified in the relevant provisions of the current edition of the Procedural rules governing the UEFA Club Financial Control Body.

In carrying out these responsibilities, the licensor ensures equal treatment and guarantees full confidentiality of all information provided.

## Responsibilities of the FAI (Licensor)

The FAI must:

- a) communicate the deadlines of the monitoring process to the licensee;
- b) cooperate with the UEFA Club Financial Control Body in respect of its requests and enquiries;
- c) as a minimum (and in accordance the UEFA Club Licensing and Financial Sustainability Regulations Edition 2022), ensure and confirm to the Club Financial Control Body that in respect of the break-even information, all information submitted by the licence applicant is complete and corresponds to the information previously submitted for club licensing purposes;
- **d)** assess and confirm to the UEFA Club Financial Control Body that the selected reporting perimeter is the same as used for the fulfilment of the club licensing criteria and is appropriate for club monitoring purposes;



- e) assess in accordance with Article 11 the documentation submitted by the licence applicants, consider whether this is appropriate and define the assessment procedures determine to its comfortable satisfaction whether each criterion has been met and what further information, if any, is needed for a licence be granted.
- f) define the assessment procedures, except those used to verify compliance with the defined criteria for which specific assessment processes that must be followed as set out in Annex I.
- g) inform the UEFA Club Financial Control Body of any relevant information submitted by the licence applicant in respect of club monitoring requirements and any event occurring after the licensing decision that constitutes a significant change to the information previously submitted by the licensee.
- h) Under certain conditions as set out in Annex B, a UEFA member association may delegate the club licensing system to its affiliated league. Vis-à-vis UEFA, the UEFA member association remains liable and responsible for the proper implementation of the club licensing system, regardless of whether there is delegation or not.
- i) The licensor must ensure that all applicable provisions defined in part II of these regulations are integrated into national club licensing regulations, which must be submitted in one of UEFA's official languages to UEFA for review according to the procedure defined in Annex C.
- i) establish an appropriate licensing administration as defined in Article 1;
- k) establish at least two decision-making bodies as defined in Article 4;
- I) set up a catalogue of sanctions;
- m) define the core process in accordance with Article 9;
- **n)** 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.
- o) Submit each licensing decision to UEFA within seven days of each decision being final.

In carrying out these responsibilities, the licensor ensures equal treatment and guarantees full confidentiality of all information provided.

# Responsibilities of the licensee

The licensee must:

- a) cooperate with the FAI and the UEFA Club Financial Control Body in respect of their requests and enquiries;
- b) provide the licensor and the UEFA Club Financial Control Body with all necessary information and/or relevant documents to fully demonstrate that the club monitoring requirements are fulfilled, as well as any other document requested and deemed to be relevant for club monitoring decision-making, by the deadline set by the licensor and/or UEFA administration;
- c) confirm that all the submitted documentation and information are complete and accurate;
- d) promptly notify the licensor in writing about any subsequent events that constitute a significant change to the information previously submitted to the licensor including a change of legal form or legal group structure.

### Scope of application and exemption

All licensees that are admitted to a UEFA Men's club competition must comply with the club monitoring requirements.

If the reporting period for the annual financial statements is greater or less than 12 months, then the threshold of EUR 5m (relevant income/relevant expenses) for FIN 1.14 is adjusted up or down according to the length of the reporting period. The flexed threshold level is then compared to the licensee's relevant income and relevant expenses as appropriate.

UEFA may grant an exception to the provisions set out in Part II within the limits set out in Annex A.



# 4. LICENCE APPLICANT AND LICENCE

# 4.1 DEFINITION OF LICENCE APPLICANT AND UEFA THREE-YEAR RULE

### 4.1.1 LICENCE APPLICANT

The licence applicant is defined as being the legal entity fully and solely responsible for the football team participating in the FAI League of Ireland club competitions and / or UEFA Men's Club competitions, and which is either:

- 1. a legal entity according to national law, which is member of the FAI and/or the League of Ireland (hereafter, registered member), or
- 2. any legal entity according to national law, which has a contractual relationship to a registered member (hereafter, *company*)

#### 4.1.2 RESPONSIBILITIES OF LICENCE APPLICANT

Only a registered member or a company can apply for / receive a licence. Individuals may not apply for / receive a licence.

The licence applicant is fully and solely responsible for the participation in national and international football competitions as well as for the fulfilment of the club licensing criteria.

The licence applicant is, in particular, responsible for ensuring the following:

- a) that all players are registered with the FAI and/or the League of Ireland and, if professional players, that they have a written labour contract with either the registered member or the company (see Article 2 and 5 of the FIFA Regulations for the Status and Transfer of Players);
- b) that all the compensation paid to the players arising from contractual or legal obligations and all the revenues arising from gate receipts are accounted for in the books of either the registered member or the company:
- c) that the licence applicant is fully responsible for the football team composed of registered players participating in national and international competitions;
- d) that the licensor is provided with all necessary information and relevant documents relevant to proving that the licensing obligations are fulfilled, as these obligations relate to the sporting, football social responsibility, infrastructure, personnel and administrative, legal and financial criteria set out under Sections 6, 7, 8, 9 and 10 of this manual;
- e) that the licensor is provided with information on the reporting entity/entities in respect of which sporting, football social responsibility, infrastructure, personnel and administrative, legal and financial information are required to be provided. In turn, the licensor must assess whether, in respect of each licence applicant, the selected reporting entity/entities is appropriate for club licensing purposes;
- f) that any event that occurs after the submission of the licensing documentation to the FAI and represents a significant change to the information previously submitted is promptly notified to the licensor in writing. This includes any change of the licence applicant's legal form, company structure including ownership or identity). The licence applicant must sign a written contract in the prescribed format as set out in appendix V (domestic licence) or appendix VI (UEFA Licence)

In addition, the licence applicant shall:

- a) be based legally in the territory of the FAI and play its home matches only in that territory (An exception to this rule is allowed in the case of Derry City FC);
- **b)** have the right to use the name and the brands of the club and not change the name of the club for advertising/promotional purposes;
- c) accept no clauses in contracts with television, sponsors or other commercial partners which could restrict the club in its freedom of decision or affect its management;



**d)** determine 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 as per criteria FIN 1.01 & FIN 1.01.A.

#### 4.1.3 UEFA LICENCE - THREE YEAR RULE

For a UEFA licence, by the start of the licence season, the membership and/or the contractual relationship (if any) must have lasted for at least three consecutive seasons. Furthermore, the licence applicant must have participated in the official competitions for at least three consecutive seasons (hereinafter: three year rule). 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 and UEFA before the start of the licensing process.

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 three seasons 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.

Exceptions to the three-year rule may be granted by the CFCB in accordance with Annex A.

#### 4.1.4 CHANGE OF LEGAL ENTITY

If any licence applicant/licensee wishes to change its legal entity, which is the recognised member of the FAI and the League of Ireland (for example, if a licensee that is an incorporated company wishes to dissolve itself at the end of the season, then reincorporate itself as a new incorporated company and apply for a licence for the following season), it must submit full details of the proposed change to the FAI Club Licensing Committee. The details of a proposed change must be provided at least 2 months prior to the FAI Club Licensing Committee decision on the award of a licence.

Notwithstanding the rules stated below, such new company, provided that its membership has not lasted for a period of three years, may not apply for a UEFA Licence unless a specific exception in this sense has been requested and approved by UEFA (see Annex A of the UEFA Club Licensing and Financial Sustainability Regulations, Edition 2022). If the FAI is notified of the reorganisation or restructuring of an affiliated club (e.g. change of legal form, merger of clubs, split of club, liquidation or bankruptcy), the FAI is responsible for notifying the UEFA Administration accordingly as soon as it becomes aware of it.

All of the following rules apply in order to change a legal entity:

- a) Licensee's applications to transfer its membership of the FAI to a new entity must be submitted in writing to the FAI Club Licensing Department before the FAI Submission Date in order for any transfer of membership to be effected. Applications must be accompanied by a Bank Draft, Postal Order or electronic transfer of €500, made payable to FAI. This fee will be refunded if the application is successful.
- **b)** Licensee's membership of the FAI may only be transferred to the new entity with the permission of the FAI Club Licensing Committee.
- **c)** Licensee will not be permitted to transfer its membership of the FAI to a new entity during the League of Ireland season.
- d) Licensee will only be permitted to transfer its membership of the FAI if all the liabilities of the old entity are fully taken over by the new entity or if all the liabilities of the old entity are resolved (e.g. by payment in full or via a creditors' voluntary arrangement) to the satisfaction of all creditors.



# 4.2 LICENCE

#### 4.2.1 CATEGORY OF LICENCE

Licences must be issued according to the provisions of this FAI Club Licensing Manual. The following types of licences will be awarded.

- 1) **UEFA Licence** Necessary to play in UEFA Men's club competitions.
- 2) League Licence Premier Division Necessary to play in League of Ireland Premier Division.
- 3) League Licence First Division Necessary to play in League of Ireland First Division.

Once issued, a licence cannot be transferred.

The licensor will issue an invitation to apply for a licence. The club applying for a licence (i.e. licence applicant) must submit an application to the licensor. In this application, the club must, in particular, declare that it will fulfil the obligations of the licensing system.

A licence expires without prior notice:

- 1. at the end of the calendar year of the season for which it was issued for League of Ireland licences and at the of the season for which it was issued for UEFA licences, **OR**
- 2. on the dissolution of the division in question for League of Ireland licences.

A licence may be withdrawn during a season by the Club Licensing Committee or Club Licensing Appeals Body if:

- 1. for any reason a licensee becomes insolvent and enters into liquidation or receivership during the season, as determined by the applicable national law (where a licensee becomes insolvent but enters examinership during the season, for so long as the purpose of the examinership is to rescue the club and its business, the licence should not be withdrawn); OR
- 2. any of the conditions for the issuing of a licence are no longer satisfied; OR
- 3. the licensee violates any of its obligations under the National Club Licensing Manual.

If a club has its licence withdrawn, a decision concerning the elimination of the club from the current UEFA competition in question must be made by the UEFA Organs for the Administration of Justice.

As soon as a licence withdrawal is envisaged, the FAI must inform UEFA accordingly...

Only clubs which fulfil the criteria set out in this Manual at the deadlines defined by UEFA and which have qualified on the basis of their sporting results, may enter the UEFA Men's club competitions for the 2024/54 season.

UEFA reserves the right to sanction a club or eliminate a club from future UEFA Men's club competitions based on the applicable UEFA Men's club competition regulations.

# 4.3 Admission to UEFA Men's Club competitions

#### 4.3.1 PRINCIPLE

The licence applicant must further fulfil all the requirements according to the relevant UEFA club regulations to be admitted to the relevant UEFA Men's club competition.

Clubs which qualify for the UEFA club competitions on sporting merit must obtain a licence issued by the licensor according to the national licensing regulations, except where Article 17 applies.

The admission process falls under the sole jurisdiction of UEFA and its competent bodies.

The competent bodies of UEFA make the final decision regarding the admission of a club to participate in any UEFA Men's club competition.



Such decisions are subject to all the statutes-based jurisdiction of UEFA including the Court of Arbitration for Sport in Lausanne as ordinary court of arbitration (Art 61 of UEFA Statutes).

If a club fails to obtain a licence to play in the League of Ireland they will not be allowed to play in UEFA Men's club competitions (this does not include clubs eligible for extraordinary admission to UEFA Men's club competitions as per 4.4 (below)).

- 1. With the exception of those in paragraph 2 below, the criteria defined must be fulfilled by clubs in order for them to be granted a licence to enter the UEFA Champions League, the UEFA Europa League or the UEFA Europa Conference League (the relevant competitions).
- 2. Failure to fulfil the criteria defined in Article 21, Article 25 to Article 32, Article 35, Article 42, Article 44 to Article 46, Article 52 and Article 54 to Article 58 and Paragraph 22.02 and Paragraph 24.02 does not lead to refusal of a licence but to a sanction defined by the licensor according to its catalogue of sanctions (see Article 8).

## 4.4 Extraordinary admission to UEFA club competitions

If a club qualifies for a UEFA Men's Club Competition based on its sporting results, but has not undergone a national licensing process equivalent to the one applicable for Premier Division clubs, because it belongs to a division other than the Premier Division, the FAI may – on behalf of such a club – request the extraordinary application of the club licensing system in accordance with the procedure detailed below (4.4.1) in accordance with Annex D. In practice, such a club could for example be the winner or the runner-up of the FAI Cup playing in a division not subject to Licensing.

Based on such an extraordinary application, UEFA may grant special permission to the club concerned to enter the corresponding UEFA Men's club competition subject to the relevant UEFA Men's club competition regulations. Such an extraordinary application applies only to the club concerned and for the season in question.

## 4.4.1 PROCEDURE FOR EXTRAORDINARY ADMISSION

The UEFA administration defines the necessary deadlines and the minimum criteria for the extraordinary application of the club licensing system and communicates them to the FAI

The FAI must notify the UEFA administration of the possibility of such extraordinary application in writing, by the deadlines communicated by the UEFA administration, stating the name(s) of the club(s) concerned.

The FAI is responsible for submitting the criteria to the club(s) concerned for the assessment for the extraordinary procedure at Irish level. The FAI also has to take immediate action with the club(s) concerned for the preparation of that procedure.

The club(s) concerned must provide the necessary documentary proof to the FAI.

The licensor will assess the club(s) against the fixed minimum standards and forward the following documentation in English to the UEFA administration within the given deadline:

- a) A written request to apply for special permission to enter the corresponding UEFA Men's club competition;
- b) A recommendation by the FAI based on its executed assessment (including the dates and names of the persons having assessed the club(s));
- c) All documentary evidence provided by the club(s) and the licensor as requested by the UEFA administration;
- d) Any further document requested by the UEFA administration during the extraordinary procedure.

The UEFA administration bases its decision on the received documentation and grants special permission to enter UEFA Men's club competitions if all the set criteria are fulfilled and if the club(s) ultimately qualifies on the basis of its sporting results. The decision will be communicated to the FAI, which will forward it to its concerned club(s).



If a concerned club is sportingly eliminated during this extraordinary procedure, the FAI must notify the UEFA administration immediately, and this procedure is immediately terminated, without further decision. Such a terminated procedure cannot be restarted at a later stage.

Appeals can be lodged against decisions made by the UEFA administration in writing before the Court of Arbitration for Sport in accordance with the relevant provisions laid down in the UEFA Statutes.



# 5. CORE PROCESS

# 5.1 Introduction

The core process describes the procedures to be followed by the Licensor in order to control the issuance of a licence to a licence applicant. The emphasis of the core process is for licence applicants to perform self-assessment and for the Licensor and UEFA to verify that quality standards have been fulfilled according to the criteria described in this Manual.

# 5.2 OBJECTIVES

The objectives of the Core Process are as follows:

- 1. to establish an effective, efficient and consistent Licensing Core Process according to the needs of UEFA, FAI, League of Ireland and League of Ireland clubs;
- 2. to ensure that licensing decisions are taken by impartial and expert bodies (FAI Club Licensing Committee and FAI Club Licensing Appeals Body);
- 3. to ensure equal and transparent treatment so that licence applicants undergo the licensing process in the same manner at national and international levels;
- 4. to create a relationship of trust between UEFA, FAI, League of Ireland, League of Ireland clubs and other stakeholders in all matters relating to the issuance of licences;
- 5. to ensure that the decision-making bodies receive adequate support from the FAI Club Licensing Department; and
- **6.** to ensure that licence applicants and decision-making bodies are supplied with all necessary information and documentation in a timely and accurate manner.

# 5.3 CLUB LICENSING CORE PROCESS - STEPS

The core steps are the minimum requirements defined by the Core Process. The chronological order of the core steps are described below.

#### 5.3.1 Club Licensing Application Process

- 1. The FAI provides an online application system. This will include the relevant declarations required for the production of required evidence.
- 2. An invitation to apply is sent to licence applicants. The licence applicant will be requested to acknowledge receipt of these items

The licence applicant completes the application and were necessary submits documents and produces the required evidence for each criteria.

All correspondence relating to the Licensing application should be submitted via the Club Licensing IT Application. Applicants must confirm any submissions via the dedicated messaging system.

The licence applicant must return its application, including signed contract, to the FAI Club Licensing Department on or before the FAI Submission Date (See Section 5.4 and 5.5).

- a) Any supporting documentation must be submitted via the Club Licensing IT Application.
- b) All supporting documentation must be received on or before the FAI Submission Date, with financial documentation being received by the stated extended deadline.
- c) If a licence applicant is experiencing difficulty in obtaining documentation or information from any third party (e.g. Accountant, Auditor, Solicitor) the licence applicant shall make a written request for an extension of the submission date on providing proof of such delay to the LM. The proof required would consist of evidence by way of correspondence that the information was requested by the licence applicant in sufficient time or an explanatory letter by the third party setting out the reasons for the delay. It is entirely a matter for the LM to decide whether or not to agree to such an extension based on the proof provided.

The LM checks that the documents supplied by the licence applicant are complete and are submitted on or before the FAI Submission Date (or extended deadline for financial documentation).



- In the event that a licence applicant fails to submit documentation on or before the FAI submission date, or in the prescribed manner, or in the event that an applicant does not cooperate with the LM, or any dispute arises of any kind during the core process, the LM can either (1) contact the Club Licensing Officer in order to agree on the next actions to be taken and/or (2) agree a new timescale (e.g. to complete an application or to deliver a missing item of required evidence within 1 week) and/or (3) the LM can prepare a report for consideration by the FAI Club Licensing Committee. This report will set out any problems encountered by the LM in relation to a clubs Application, subsequent submissions or difficulties in relation to any lack of cooperation between licence applicants and the FAI Licensing Department. This report can accompany or be incorporated into the final report of the LM. Any supporting documentation due on submission date, submitted within two weeks of the Club Licensing Committee decision meeting will incur a €200 fine per criteria affected but will be included in the report to the Club Licensing Committee. Any supporting documentation due on submission date, submitted within five business days of the decision meeting is not guaranteed to be presented to the committee
- The LM will respond to the licence applicant with an initial preliminary report within ten business days of receiving the Application. For avoidance of doubt, this report will outline the criteria for which documentation has been received, and criteria where documentation remains outstanding. This report will not determine compliance with criteria as the application is still subject to audit by criteria experts.
- The LM sorts the information received, records it and forwards it to appointed auditors. The respective auditors will have responsibility for the specific criteria areas Sporting, Infrastructure, Legal, Financial and Personnel & Admin.
- The Club Auditors review the documents, and reports back to the LM as to whether the criteria has been fulfilled.
- The LM then assesses the licence application on the basis of the Club Auditors' reports. If the reports of the Club Auditors identify areas that require further information and clarification from the licence applicant, the LM discusses those areas of concern or non-compliance with the licence applicant. The LM may require further explanations or supporting documents or may decide to perform a site visit to conduct further investigation. The LM will contact the Club Licensing Officer in order to agree on the next actions to be taken and a timescale for these actions.
- The LM prepares a report for consideration by the FAI Club Licensing Committee. This report may contain analysis of the application and supporting documentation, analysis of the reports received from Club Auditors, and any additional reports as outlined above. It will also include a recommendation by the LM on whether to issue a licence, issue a licence with sanctions, refuse a licence, or apply other sanctions as laid down in Section 2.2.
- The LM will send a copy of the report to each member of the FAI Club Licensing Committee and to the Club Licensing Officer at least five calendar days before the meeting of the FAI Club Licensing Committee.
- Within 5 days of the decision meeting, the LM obtains a management representation letter from the licence applicant stating whether or not any significant and/or material events or conditions have occurred, that may have an impact on the licence applicant's financial position since the balance sheet date of the preceding audited annual financial statements, in order to satisfy FIN 1.05.

# **Club Licensing Committee Decision**

- 1. The FAI Club Licensing Committee reviews the report of the LM, and, if necessary, asks the LM to contact the Club Licensing Officer for further clarifications. The burden of proof that all criteria are satisfied rests with the licence applicant.
- 2. The Club Licensing Committee meets to decide on the licence applications. The Club Licensing Officer or other specified officers of the club may also be invited to represent the licence applicant to provide any final evidence or explanations if requested by the Club Licensing Committee.
- 3. The FAI Club Licensing Committee then makes its decision on whether to issue the licence, issue the licence with sanctions, refuse the licence or apply any other sanctions as laid down in Section 2.
- 4. If after careful review of the Licence Application and report of the LM, and consideration of any final submissions from the applicant, the FAI Club Licensing Committee find that the licence applicant has not fulfilled a category 'A' licensing criterion or has not fulfilled any alternative as per section 2.1 of the club licensing manual, then they must refuse to issue a Licence. In this case, the report of the FAI Club Licensing Committee must detail all of the reasons for refusing the licence and make specific reference to particular conditions and/or criteria that have not been fulfilled. The LM communicates the decision to the Club Licensing Officer by email and provides information about instigating the appeals process. This communication is deemed effective from the date of the email. If the licence applicant decides to appeal the first instance decision, the club must lodge a letter of appeal with the LM.



5. However, If after careful review of the Licence Application and report of the LM, and consideration of any final submissions from the applicant, the FAI Club Licensing Committee find that the licence applicant has fulfilled all category 'A' licensing criterion or has satisfactorily fulfilled an alternative as per section 2.1 of the club licensing manual, then they must issue a Licence. The LM receives the report of the decision-making body, and communicates the decision to the licensee by email. The licence may or may not detail areas for future attention of the applicant and state whether or not financial indicators have been breached. On the basis of the decision made by the decision-making body, the LM prepares the list of the successful licence applicants and sends it to the League of Ireland Director

# **5.3.2 CLUB LICENSING MONITORING PROCESS**

- 1. After it has been issued a licence, up until the expiry of the licence, the licensee must within one week notify the licensor in writing of any subsequent event, that it is aware of at any time, that may cast significant doubt upon the licensee's ability to continue as a going concern until at least the end of the season for which the license has been granted (See criterion FIN 1.09).
- 2. If the licensee is in breach of one or more of the indicators, then the licensee must prepare and submit an updated version of the future financial information. The future financial information must be prepared, as a minimum, on a six-month basis.
- 3. On an annual basis, the Club Licensing Committee will issue a catalogue of sanctions, detailing the sanction for non-compliance with each criterion. This catalogue of sanctions will be communicated to the licensee via the LM. The licensee must maintain compliance with all criteria until the end of the period of the licence. The Club Licensing Department will monitor compliance throughout the season through various methods (e.g. Match Delegates Reports or spot-checks). If any non-compliance issues are identified by the Club Licensing Department the licensee may be sanctioned (See Section 2.2). In the case that a licensee is in breach of criteria the LM will communicate the relevant sanction to the licensee as per the catalogue of sanctions. The LM communicates the sanction to the Club Licensing Officer by email or post. The licensee may appeal any sanction of the Club Licensing Committee as per the process in section 5.3.3.
- 4. The licensee must comply with PAD 4.01, Duty to notify significant changes; if there is a change in personnel relating to criteria PAD 1.00 to PAD 3.07, the licensee must notify the FAI within seven business days. The licensee must comply with PAD 4.02, Duty of replacement; if a position defined in PAD 1.00 to PAD 3.07 becomes vacant the licensee must ensure that the position is taken over by a person who holds the necessary qualifications within sixty days. The duty of notification must be undertaken and communicated to the Club Licensing Department within seven business days.

## 5.3.3 CLUB LICENSING APPEALS PROCESS

- Appeals may only be lodged by: a. a licence applicant who received a refusal from the First Instance Body; b. a licensee whose licence has been withdrawn by the First Instance Body; or c. the licensing manager on behalf of the licensor. An appeal against a Club Licensing Committee decision has no delaying effect.
- 2. Appeals against club licensing decisions must be sent to the FAI Club Licensing Department within five calendar days of when the first instance decision was notified to the licence applicant.
- 3. Appeal applications must be accompanied by a Bank Draft ,Postal Order or electronic transfer for the Appeal Fee of €500, made payable to FAI. This fee will be refunded if the appeal is successful.
- 4. Failure to comply with the time limits or failure to enclose the correct Bank Draft or Postal Order will invalidate any appeal.
- 5. The AB is notified and the meeting date is set by agreement.
- 6. The unavailability of the Club Licensing Officer or the fact that the Club Licensing Officer has not read the decision letter will not be grounds for extending the appeals deadline. It is a matter for the licence applicant to ensure that their own procedures take into account the appeals time limits.
- 7. An appeal can be abandoned at any stage prior to the hearing by notifying the LM in writing.
- 8. The LM prepares a report for consideration by the Appeals Body. This report will contain a) the letter of appeal from the licence applicant, b) the reasons for the decision of the Club Licensing Committee and c) any other information necessary for the appeal hearing. The report will also be sent to the licence applicant.
- 9. The Appeals Body meets and considers the appeal. The Appeals Body will only review the decision of the Club Licensing Committee and will base its decision solely upon the documents furnished to that



Committee and all the evidence provided by the appellant with its written request for appeal and by the set deadline. No new evidence can be submitted to the Appeals Body for review. However if necessary, the AB may ask the LM and the Club Licensing Officer for further clarifications.

- 10. The licence applicant is entitled to representation at the Appeals Body meeting.
- 11. The Appeals Body will assess the decision of the Club Licensing Committee having regard to several considerations such as the following examples:
  - a) Did the Committee adhere to Fair Procedures?
  - b) Did the Committee act within its own powers?
  - c) Were the sanctions or decisions excessive or inappropriate?
  - d) Were the facts and evidence not considered properly?
  - e) Was the decision generally flawed based on the evidence before it? (This list is not exhaustive)
- 12. The original decision of the FAI Club Licensing Committee will be deemed to be final and binding in the case of the withdrawal of any appeal. The appeal fee will be forfeited and the Club may be held liable for any expenses incurred at the discretion of the Appeals Body.

The report of the Appeals Body must detail all of the reasons for refusing the licence and make specific reference to particular conditions and/or criteria that have not been fulfilled. The LM communicates the decision to the Club Licensing Officer by email. This communication is deemed effective from the date of notification email.

After careful review of the appeal and report of the LM, the FAI Club Licensing Appeals Body will either; uphold the decision of the Club Licensing Committee; **OR** change the decision;

- 1. The report of the Appeals Body must detail all of the reasons for its decision.
- 2. The LM communicates the decision to the Club Licensing Officer by email or registered post. This communication is deemed effective from the email date or receipt of the registered letter..



# 5.4 TIMETABLE FOR DOMESTIC CLUB LICENSING PROCESS

The FAI Club Licensing Department will determine the timetables for the Domestic Club Licensing Core Process. This considers the start date for the League of Ireland season.

The key dates in the annual timetable is shown below:

Date	Action
1 <sup>st</sup> June 2023	FAI commences 2024 application process with the League of Ireland Clubs
June 2023	FAI host Club Licensing Officers annual seminar
June / July / August / Sept 2023	Clubs prepare and submit the documentation for Club Licensing Application.
31st August 2023	FAI Submission deadline for application including <b>non-financial information</b>
15 <sup>th</sup> September 2023	First Report Stage
30 <sup>th</sup> September 2023	Deadline for League of Ireland clubs to submit <b>financial information</b> and additional documentation including audited accounts, Management Accounts to date, 2024 budget. Salary Cost Protocol declaration and overdue payables declarations.
September / October 2023	FAI Club Auditors review Licence Applications and submit reports to Club Licensing Manager
	FAI Licensing Department meets and/or visits clubs as necessary
	Follow up queries on financial submissions
November 2023	Licensing Manager sends Club Licensing Committee & Clubs the Advanced Reports. Financial Expert sends Club Licensing Committee the Financial Report.
	Written Management representation letter due within 5 business days of Licensing committee meeting
	FAI Club Licensing Committee makes first instance decision for awarding of League Licences
	League of Ireland clubs not granted a League Licence in first instance may submit an appeal within 5 calendar days of receiving first instance decision.
	Appeals committee sits if required
31 <sup>th</sup> March 2024	Deadline for player medicals to be submitted.
30th April 2024	Deadline for reporting compliance with Match fixing & Anti-Doping programme to FAI Integrity Officer.



# 5.5 TIMETABLE FOR UEFA MEN'S CLUB LICENSING PROCESS

The FAI Club Licensing Department will determine the timetables for the UEFA Men's Club Licensing Core Process. This considers the start date for the UEFA Competition Season and the deadline set by UEFA for admission to UEFA Men's club competitions.

A guideline for the key dates in the annual timetable is shown below:

Date	Action
8 <sup>th</sup> & 17 <sup>th</sup> January 2024	Submission of further monitoring to FAI by UEFA licensees where applicable
February 2024	FAI commences the UEFA Application process
31st March 2024	Submission Date for UEFA licence
April 2024 TBC	Deadline for notification to UEFA of the possibility of an application for Extraordinary Admission to UEFA Men's club competition. (See Section 4.4)
May 2024 TBC	Deadline for application for Extraordinary Admission to UEFA Men's club competitions. (See Section 4.4)
April / May 2024 (TBC)	Written Management representation letter due within 5 business days of Licensing committee meeting  FAI Club Licensing Committee makes first instance decision for awarding of UEFA Licences  UEFA Applicant Clubs not granted a UEFA licence in first instance may submit an appeal
31st May 2024	Deadline for FAI to inform UEFA as to which clubs have been granted a licence
6 <sup>th</sup> July 2024	UEFA licenced clubs submit monitoring data to FAI online via I.T. Tool.
12 <sup>th</sup> July 2024	FAI completes submission of monitoring data to UEFA
7 <sup>th</sup> October 2024 (TBC)	Submission of further monitoring to FAI by UEFA licensees where applicable
14 <sup>th</sup> October 2024 (TBC)	Submission of further monitoring data to UEFA where applicable



# 6. Sporting Criteria

No.	Grade			Grade Description
	UEFA	Premier	First	
SP0 1.01	A	A	A	The licence applicant must have a written youth development programme approved by the FAI. The Licensor will regularly verify the implementation of the approved youth development programme and evaluate its quality. This will be linked to UEFA solidarity payments.  This football education programme must include at least the following:  a) Youth development objectives and philosophy; b) Youth sector organisation of (organisational chart; bodies involved, relation to club, youth teams etc.); c) Personnel (technical, medical and administrative etc.) and required minimum qualifications; d) Infrastructure (training and match facilities, availability etc); e) Financial resources budget, contribution by club, players or local community etc.); f) Football education programme for the various age groups (playing skills, technical, tactical and physical); g) Education programme on the "Laws of the game"; h) Education programme on the "Laws of the game"; h) Education programme on the beautiful programme medical records) k) Review and feedback process to evaluate the results and achievements against objectives; l) Timeframe of the programme must further show the commitment and support of the licence applicant for mandatory and complementary school education of youth players through the introduction of the following mandatory provisions:  a) the licence applicant ensures that every youth player involved in its youth development programme can follow regular school education; b) the licence applicant ensures that every youth player involved in this youth development programme is not prevented from continuing his non-football education (complimentary school education or profession).



No.	Grade			Description
	UEFA	Premier	First	
SPO 1.02	A	A	A	The licence applicant must at least 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:  a) at least one team at U19 level b) at least one team at U17 level c) at least one team at U15 level d) at least one team at U14 level If a licence applicant has an affiliation in place it must provide a copy of the written affiliation agreement which is signed by both parties.  The youth teams in the above age ranges must take part in official competitions or programmes recognised by the FAI.  Each youth player must be registered with the FAI  Additional UEFA Licence Requirement  The licence applicant must also have at least one team below the age of 10 or organised football activities for under-10s.
SP0 1.03	A	A	A	First team squad  The licence applicant must ensure that all players in its first team squad undergo an annual general medical examination.  In the case for youth players who are registered for the First Team, it is only required for these players to provide proof of having undertaken a medical once they appear on a first team match card.  The applicant must also ensure that all players in its first team squad undergo cardiac screening at least every three years, (the next three-year cycle commences in 2024).  The cardiac screening must include as a minimum;     a cardiac screening questionnaire;     a cardiovascular examination     a resting electrocardiogram  The full requirements of these medical examinations are specified in the FAI toolkit for medical care of players.  Evidence of the annual general medical examination being completed must be provided by 31st March or within one month of the player registering with the club.  Evidence of the annual general medical examination being undertaken must be provided by a doctor who is registered with the Medical Council of Ireland (or in the case of Derry City, the General Medical Council).  The League of Ireland Department may deem a player ineligible to play for the applicant unless evidence that the relevant medical examinations (annual general medical examination and 3 yearly cardiac screening) have been undertaken and supplied by the club to the FAI Club Licensing Department.



No. Gr	Grade			Description
i.	UEFA	Premier	First	
SPO 1.04	A	A	A	Academy players medical screening  Academy players playing in the LOI Academy must complete medical screening. The Academy screening questionnaire will be completed on behalf of the players under the age of 18 by their parent or guardian. This screening will be completed at least every three years.  Underage medical screening for UEFA applicant clubs and must be completed on an annual basis.  Additional UEFA Licence Requirement  First team squad  The licence applicant must ensure that all players eligible to play for the first squad undergo a full medical examination as per the most recent edition of the UEFA Medical Regulations. Each player must have at least one echocardiogram in their medical records, in addition to the other requirements.  FAIR PLAY AND LAWS OF THE GAME  The licence applicant must prove that at least the captain or his replacement and the first team manager or the assistant manager of the first team squad have participated in an FAI Fair Play and Laws of the Game seminar.  The licence applicant must also conduct a Fair Play and Laws of the game workshop for all registered players prior to or within 60 days of the commencement of the season. The workshop must include the FAI Presentation on Fair Play and Laws of the Game. Each club will be required to confirm in writing the attendees to the League of Ireland Department on or before the 30th of April each season. This programme will encourage all match participants to uphold fair play on and off the pitch and share a common understanding of refereeing matters.  Additional UEFA Requirement - B criterion  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 FAI during the 12 months prior to the licence season.



No.	Grade			Description
	UEFA	Premier	First	
SPO 1.05	A	A	A	The licence applicant must also conduct an integrity workshop for all registered players prior to or within 60 days of the commencement of the season. The workshop must include the FAI Presentation on Match Fixing and Anti-Doping. Each club will be required to confirm in writing the attendees to the FAI Integrity Officer on or before the 30th of April each season.
SPO 1.06	A	A	A	REGISTRATION OF PLAYERS  The licence applicant must confirm that all of its players are registered with the FAI and the League of Ireland in accordance with the relevant provisions of the FIFA Regulations on the Status and Transfer of Players, and that all of its professional players have a written contract with either the registered member or the football company, in accordance with the relevant provisions (in particular Articles 2 and 5) of the FIFA Regulations on the Status and Transfer of Players.  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.  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.
SPO 1.07	A	A	A	Women's National League Team  The licence applicant must submit a 5-year Women's Football Development Plan.  Additional UEFA Requirement - B criterion  1. 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:  a. entering a first and/or youth team in official competitions;  b. providing support to an affiliated women's football club; or  c. organising other women's football initiatives as defined by the licensor



# 7. FOOTBALL SOCIAL RESPONSIBILITY CRITERIA

		l	1	F
FSR	В	В	В	FOOTBALL SOCIAL RESPONSIBILITY STRATEGY
1.00				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.
FSR	В	В	В	EQUALITY AND INCLUSION
1.01				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.
FSR 1.02	В	В	В	ANTI-RACISM  The licence applicant must establish and implement a policy to tackle racism and to guarantee that all the licence applicant's policies, programmes and practices are exercised without discrimination of any kind.



FSR	В	В	В	CHILD AND YOUTH PROTECTION AND WELFARE
1.03				The licence applicant must establish and implement a policy 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.
FSR	В	В	В	FOOTBALL FOR ALL ABILITIES
1.04				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.
FSR	В	В	В	ENVIRONMENTAL PROTECTION
1.05				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.



## 8. INFRASTRUCTURE CRITERIA

	Grade			Description
	UEFA	Premier	First	
INF	Α	Α	Α	STADIUM FOR LEAGUE OF IRELAND AND UEFA MEN'S CLUB COMPETITIONS
1.01				League of Ireland Requirements:  The licence applicant must have a stadium available to play in the League of Ireland competition.  For Premier Division, the stadium must fulfil the requirements for an FAI Category 2 stadium, as per the current version of the FAI Stadium Infrastructure Criteria.  For First Division, the stadium must fulfil the requirements for an FAI Category 1 stadium, as per the current version of the FAI Stadium Infrastructure Criteria.  A Club who is promoted to the Premier Division may be granted a derogation for category 2 criteria for the first season in which they are promoted. This derogation will be at the discretion of the FAI Board or designated Committee, and may be granted, provided they can demonstrate that appropriate plans are in place to upgrade to category 2.  Additional derogations to criteria may be granted at the discretion of the FAI Board or designated committee. Derogation requests must be accompanied by a detailed plan (including costings and timescales) for how the criteria will be met in the future. The licence applicant must either:  a) Provide evidence that it owns the stadium, or  b) Provide a written contract with the owner(s) of the stadium which it will use for the season. This contract must guarantee the use of the stadium for all League of Ireland home matches for the coming season.
				Artificial Pitches  The use of a FIFA Quality PRO Artificial pitch is permitted for both First and Premier Division Clubs. This pitch must be tested and certified on a yearly basis. Any change from natural turf to Artificial pitch surfaces should be submitted to the FAI for consideration and approval. No works or contracts should be entered into without formal approval having been granted by the FAI.  UEFA Competition Requirements:  The licence applicant must have a stadium available for UEFA Men's club competitions. This must be within the territory of the FAI. (An exception to this is allowed in the case of Derry City FC);  The stadium(s) must fulfil the minimum requirements for at least a category 2 stadium as defined in accordance with the UEFA Stadium Infrastructure Regulations  The licence applicant must either:  a) Provide evidence that it owns the stadium, or
				b) Provide a written contract with the owner(s) of the stadium which it will use for the season. This contract must guarantee the use of the stadium for all UEFA Men's club competition home matches for the coming season.



	Grade			Description
	UEFA	Premier	First	
INF	Α	Α	Α	STADIUM CERTIFICATE
1.02				The licence applicant must obtain a Stadium Certificate issued by a Chartered Engineer for the stadium which it intends to use.
				The stadium certificate must specifically include;
				The stadium certificate must specifically include;  a) evidence that all parts of the stadium (including buildings, stands, terracing, boundary walls, fencing, stainways, passageways, etc) comply with safety standards as defined by Irish law, the Local Authority, Gardai and Fire Service.  b) evidence that structural fire protection of all parts of the stadium (including entrances, exits, stairways, doors, passages, roofs, all public and private areas and rooms) is adequate.  c) where works are proposed, a letter from a qualified Chartered Engineer before work has been commenced stating that they have been engaged by the licence applicant to supervise all Works, that planning permission has been granted and they will issue a Certificate of Compliance with Planning and Building Regulations on completion of the works if they are satisfied the work is in compliance.  d) For all recent or proposed works, provide all Planning Permissions, Certificates of Compliance with Planning Permission and Building Regulations, Fire Safety Certificates and Commencement Notices.  e) A risk assessment to define the safety status of the stadium and the necessary measures for improvement.  f) adequate public liability insurance cover for the staging of football events at the stadium.  g) a Safe Holding Capacity for each section of the ground. The Safe Holding Capacity should be defined in terms of individual seats, standing places and total number for each section of the stadium and for the stadium in total. The certificate should include details of the seating that are covered and uncovered.  The Stadium Certificate must be reviewed and re-issued on an annual basis to ensure no lapse in certification when the stadium in use.  All clubs are required to ensure that works are completed as set out in any schedule of conditions attached to the stadium certificate and within the timeframes set out therein.  See Sections 2.4, 2.8, 2.10, 2.28, 11.20, 13.16 – 13.17 and 26.5, and Chapters 6, 7, 12, 15 and Appendices A, B and C of The Code of



	Grade			Description
	UEFA	Premier	First	
INF 1.03	В	В	В	CLUB INFRASTRUCTURE STRATEGIC DEVELOPMENT PLAN (CISDP)
1.03				The license applicant must put in place an infrastructure strategic development plan to outline a direction that the Club aim to undertake to improve their infrastructure throughout the club facilities (stadia, training centre, academy/affiliate facilities). The infrastructure strategy must be approved by the FAI Facility Development Department.
				The CISDP should be designed and structured to outline a short (0-2years), medium (2-5years) and long term (5-10years) vision of the club's infrastructure strategic development plan. The strategy should be revised, updated, and managed on a yearly basis. This is to ensure that planned works are undertaken are completed and recorded.
				The commitments, plans and proposals addressed in the CISDP must be adhered to and cannot be continuously rolled over in an attempt to satisfy Licensing Requirements.
INF	Α	Α	Α	SAFETY POLICY AND GROUND EMERGENCY PLAN
1.04				The licence applicant must have in place a Safety Policy and a Ground Emergency Plan.
				The Safety Policy and Ground Emergency Plan must comply with the terms of the Safety, Health and Welfare at Work Act, 2005, Fire Safety in Places of Assembly (Ease of Escape) Regulations, 1985 and the Code of Practice for the Management of Fire in Places of Assembly, 1991.
				The minimum content of the Ground Emergency Plan is defined in Appendix F of The Code of Practice for Safety at Sports Grounds, Department of Education (1996).
				See Sections 2.2 – 2.4, 2.17 – 2.20, 2.27, 3.12, 7.6 and 8.12 – 8.13, and Appendices A and F of The Code of Practice for Safety at Sports Grounds, Department of Education (1996).
				The licence applicant must define and regulate the staff structure and chain of command for all positions (Event Controller, Match Stewards, etc) within the Ground Safety Management Plan of the licence applicant.
				The licence applicant must confirm the name of the person with final responsibility for safety at the stadium.
				See Sections 2.5 – 2.8 of The Code of Practice for Safety at Sports Grounds, Department of Education (1996).



	Grade			Description
	UEFA	Premier	First	
INF 1.05	A	A	A	FLOODLIGHTING CERTIFICATE  The licence applicant must provide a floodlighting certificate which contains the values for min, max and avg lux level. The certificate must be supplied by an approved electrical contractor and must be dated within the previous 24 months. The Floodlight Certificate must be issued to ensure no lapse in certification when in stadium is in use.
				Additional UEFA Requirement  Clubs must ensure that floodlighting installations are maintained and provide a valid lighting certificate issued within the previous 12 months. UEFA may conduct an independent assessment of lighting levels in stadiums and will notify the clubs in good time of the results of such assessments and of any corrections to be made.



lining facilities available throughout the I teams in the licence applicants youth note applicant must either owns the training facilities, or ract with the owner(s) of the training must guarantee the use of the training season.  Ithat the training facilities can be used ant's teams during the licence season, outh development programme
FRASTRUCTURE
vailable training facilities which comply ensor taking into account the approved ee SPO 1.01).  raining area with floodlights; howers; blicants for a League Licence - First medical room, they must have first aid site.)  ement eccess to indoor training facilities.



# 9. PERSONNEL AND ADMINISTRATIVE CRITERIA

## 9.1 Administrative Staff Criteria

No.	Grade			Description
	UEFA	Premier	First	
PAD 1.00	A	A	A	The licence applicant must appoint a club licensing officer. This person may be a full-time or part-time employee or a volunteer.  The club licensing officer should be responsible for the licence applicant's fulfilment of Club Licensing criteria.  The club licensing officer must confirm that he/she has sufficient time to execute their tasks.  The rights and duties of the Club Licensing Officer must be detailed in a job description.  The Club Licensing Officer must act as the point of contact between the licence applicant and Licensor. This person must be readily contactable via email or telephone during normal business hours.  Working Group  It is recommended that the Club Licensing Officer set up a Club Licensing Working Group to manage and implement the Club Licensing system within the applicant club. The Club Licensing Officer should delegate tasks and responsibilities among the members of the Working Group and monitor the performance of the licence applicant in fulfilling the licensing requirements.
PAD 1.01	A	A	A	ORGANISATION OF CLUB  The licence applicant must provide an organisational chart clearly identifying the relevant personnel and their hierarchical and functional responsibilities in its organisational structure.  Additional UEFA Licence Requirement  As a minimum, the organisational chart should provide information on the key personnel defined in Article 36 to Article 46 and Article 50 of the UEFA Club Licensing and Financial Sustainability Regulations (Edition 2022).



No.	Grade			Description
	UEFA	Premier	First	
PAD	Α	Α	Α	GENERAL MANAGER
1.02				The licence applicant must have appointed a General Manager being responsible for running its daily business (operative matters).
				The rights and duties of the general manager must be detailed in a job description. The licence applicant may incorporate the duties of the general manager into the role of secretary, chief executive, managing director or any other similar title.
				The general manager must confirm that he/she has sufficient time to execute their tasks.
				The appointment must have been done by the appropriate body (e.g. Executive Board) of the licence applicant.
				The role of General Manager can be fulfilled by someone holding another role within the club – e.g. Club Secretary
				For Premier Division clubs, the general manager should be full time and based at an office within the stadium or at an alternative location which can accommodate the administrative staff.
PAD 1.03	Α	Α	Α	CLUB SECRETARY
1.03				The licence applicant must have sufficient office space available to run its administration; this should ideally be based within the stadium. It must ensure that the office is open to communicate with the FAI and the public.  The office must be equipped with:
				<ul><li>telephone</li><li>computer with email</li><li>have access to the club website</li></ul>
				The licence applicant must appoint an adequate number of skilled secretarial staff according to its needs to run its daily business. As a minimum, it must have appointed a club secretary.
				The duty of the club secretary is to support the general manager, the other organs of the licence applicant, the players and all other staff in administrative matters.
				The club secretary must be available during normal office hours.  The rights and duties of the club secretary must be detailed in a job description.



No.	Grade			Description
	UEFA	Premier	First	
PAD 1.04	Α	Α	Α	FINANCE OFFICER
				The licence applicant must have appointed a Finance Officer being responsible for its financial matters who can be either a person working in its administration or an external partner mandated by the licence applicant through a written contract.  The rights and duties of the finance officer must be detailed in a job
				description.  The Finance Officer must confirm that he/she has sufficient time to execute their tasks.
				The Finance Officer must hold as a minimum one of the following qualifications
				<ul> <li>a) a diploma of certified public accountant; or</li> <li>b) a diploma of qualified auditor; or</li> <li>c) a diploma issued by the Licensor or an organisation recognised by</li> </ul>
				the Licensor. for non-UEFA clubs - a "recognition of competence" issued by the licensor based on financial background and a practical experience in financial matters of at least 3 years. The appointment must have been done by the appropriate body of the licence applicant.
PAD 1.05	Α	Α	Α	MEDIA OFFICER
1.05				The licence applicant must have appointed a Media Officer being responsible for media matters.
				The rights and duties of the media officer must be detailed in a job description. The media officer should hold one of the following;
				<ul> <li>a) a qualification in public relations, journalism or communications from a recognised awards body, such as the Public Relations Institute of Ireland, the National Council for Educational Awards; Or</li> <li>b) an appropriate third level qualification; Or</li> <li>c) Media officer diploma issued by the licensor or an organisation recognised by the licensor; Or</li> <li>d) a "recognition of competence" approved by the FAI. This may be issued depending on at least three years of the relevant media working experience of the individual. In this case the licence applicant must submit a detailed CV for consideration by the FAI Communications Department</li> <li>The Media Officer must also participate in a media officer workshop organised by the FAI, at the earliest opportunity.</li> <li>The appointment must have been done by the appropriate body of the licence applicant.</li> </ul>
PAD 1.08	В	В	В	CLUB MARKETING OFFICER
				The licence applicant must have appointed a club marketing officer responsible for marketing, branding and advertising. The person should hold the relevant qualifications/experience for such a key role within the Club.  The role of the Marketing Officer includes;  Building a strong culture of market-orientation at the Club;  Building and implementing short, medium and long term marketing



No.	Grade			Description
	UEFA	Premier	First	
				strategies including marketing, community, customer service, communications and commercial activities; Building a strong marketing team that operates to grow interest, awareness, attendances and revenues at the club; Building strong local links with grassroots clubs, schools, community groups, local stakeholders and the local community; Dealing with all marketing and sales issues such as negotiating contracts, selling, advertising, increasing ticket sales, merchandising and developing future initiatives; Taking an active role in the network of Club Marketing Officer's in implementing national programmes at a local level; Reporting directly to the board of the club on all marketing issues at each Board meeting; Reporting the club's progress to the FAI; Attending workshops, training, programmes and information exchanges as requested by the FAI. The Marketing Officer must be responsible for ensuring that the license applicant complies with their obligations under all sponsorship or commercial agreements. The licence applicant is obliged to comply with sponsorship and commercial commitments and failure to do so may result in a sanction. The rights and duties of the Marketing Officer must be detailed in a job description
PAD 1.09	В	В	В	GROUNDS MAN  The licence applicant must have appointed a grounds man being responsible for maintenance of the field of play and the playing area.
				The grounds man must undergone a training programme approved by the FAI.
PAD 1.10	A	A	A	INFRASTRUCTURE COORDINATOR  The licence applicant must have appointed an infrastructure coordinator being the point of contact between the licence applicant and the Club Licensing Department for all infrastructure related issues.  The infrastructure coordinator must be involved in and have knowledge of all infrastructure issues within the club, including all aspects of the Club Infrastructure Development Plan (INF 1.03).  The role of Infrastructure Coordinator can be fulfilled by someone holding another role within the club – e.g. Club Secretary
PAD 1.11	A	A	A	Supporter Liaison Officer  The licence applicant must have appointed a liaison officer to act as the key contact point for supporters.  The supporter liaison officer must regularly meet with the club's management and must collaborate with the security officer and other relevant personnel on all-related matters.



No.	Grade			Description
	UEFA	Premier	First	
PAD 1.12	A	A	Α	DISABILITY ACCESS OFFICER  The licence applicant must have appointed a disability access officer to support the provision of inclusive accessible facilities and services.  The disability access officer will regularly meet and collaborate with the relevant club personnel on all related matters.
PAD 1.13	A	A	A	CLUB CHILDREN'S OFFICER  The licence applicant must appoint a Club Children's Officer to act with regard to children's issues as part of the Youth Development Programme. If the licence applicant has an affiliation agreement with another club for its Youth Development Programme it must ensure that the affiliated club appoints this person. The Club Children's Officer must complete the Safeguarding 2 Club Children's Officer training through the FAI or any other Irish National Sporting Body or Sport Ireland.".  The role of the Children's Officer is to:  • promote all Child Welfare and Safeguarding policies and procedures; • influence policy and practice and to prioritise children's needs; • ensure that children know how and whom they can report their concerns to within the club. Information disclosed by a child should be dealt with in accordance with Section 5 of the FAI Child Welfare and Safeguarding Policy and the Children First Act 2015; • encourage the participation of parents/guardians in club activities; • co-operate with parents to ensure that each child enjoys his/her participation in soccer; • act as a resource with regard to best practice in children's soccer; • report regularly to the licence applicants Management Committee; • monitor changes in membership and follow up any unusual dropout, absenteeism or club transfers by children or coach/volunteers; • be in regular contact with and report to the Club Designated Person for Protection of Children.  Garda Vetting and Safeguarding training  The club Children's Officer must have completed Garda vetting through the FAI and Safeguarding 1 & 2 training through the FAI or any other Irish National Sporting body or Sport Ireland. It is the responsibility of the Club to ensure that Garda vetting and Safeguarding remains valid during the entire period the mandated person is in post.



No.	Grade			Description
	UEFA	Premier	First	
PAD 1.14	A	A	A	The licence applicant must appoint a designated person who shall be responsible for dealing with any concerns about the protection of children. If the licence applicant has an affiliation agreement with another club for its Youth Development Programme it must ensure that both have a Designated Liaison Person in place and agreement in place as to the remit of both. The role of club designated liaison person shall be fulfilled by the licence applicant's Chairman or designated deputy who meets the Garda vetting and Safeguarding training criteria  The designated person is responsible for reporting allegations or suspicions of child abuse to The Child and Family Agency TUSLA or Social Services (NI) and/or An Garda Siochana/ PSNI. Support and advice is available from the Football Associations of Ireland's Child Welfare and Safeguarding Manager/Designated Liaison Person.  The Designated Liaison Person should:  • have knowledge of the Child Welfare and Safeguarding policies and procedures and statutory guidelines; • have a knowledge of categories and indicators of abuse; • undertake training in relation to child protection; • be familiar with and able to carry out reporting procedures; • communicate with parents and/or agencies as appropriate; • assist with the ongoing development and implementation of the licence applicants child protection training needs; • liaise with the league/national children's officer in relation to child protection, i.e. principal and duty social workers and their contacts; • be aware of local contacts and services in relation to child protection, i.e. principal and duty social workers and their contacts; • inform local duty social worker in TUSLA, or using the online TUSLA portal https://www.tusla.ie/children-first/web-portal/; • report persistent poor practice to the League/National Designated Person; • advise licence applicant administrators on issues of confidentiality, record keeping and data protection; • be in regular contact with the Club Children's Officer.   Garda Vetting and Safegua



No.	Grade			Description
	UEFA	Premier	First	
PAD	Α	Α	Α	CLUB CONTACT LIST
1.15				Clubs are required to provide contact details for all mandated roles
PAD	В	В	В	CLUB COMMUNITY OFFICER
1.16				Closer Community engagement has the potential to realise many benefits for clubs including good Public Relations, an improved image and increased goodwill among the local community and even commercial benefits. In this regard, the Club Community Officer should be viewed as an important position within the club.
				The Club Community Officer will play an important role in fostering the club's community engagement by creating, developing and managing relationships with key community stakeholders. The person should have experience in community development work, managing stakeholder relationships while relevant qualifications would be an asset. The following are the main duties / responsibilities of the club Community Officer:
				<ul> <li>The Community Officer should be responsible for planning and overseeing the implementation of all club in the community focussed projects or programmes including those focussed on (but not limited to) the promotion of health, well-being, education and social inclusion.</li> </ul>
				<ul> <li>Responsible for building and implementing a strong community engagement culture in the club, especially among board members, management and playing staff.</li> </ul>
				<ul> <li>The Community Officer may also work closely with the Club Infrastructure Coordinator to introduce environmental sustainability practices within the club particularly in the management of all football events staged by the club.</li> </ul>
				The Club Community Officer will be the main point of contact for the FAI Community Development Manager.
				To be the club's main point of contact for all local club in the community stakeholders.
				Reporting directly to the board of the club on all Community issues at each Board meeting.
				Reporting the club's progress in Community Engagement to the FAI.
				Attending workshops, training, programmes and information exchanges as requested by the FAI.
				<ul> <li>Responsible for building strong local links with grassroots clubs, schools, community groups, local stakeholders and the wider local community.</li> </ul>



No.	Grade			Description
	UEFA	Premier	First	
				<ul> <li>To liaise with community interest groups with a view to developing a community diagnostic which identifies and prioritises community needs i.e. which programmes are most needed locally.</li> </ul>
				<ul> <li>Responsible for keeping up to date with funding opportunities which may influence the club's community programme development.</li> </ul>
				<ul> <li>Responsible for drafting funding proposals for community focussed projects and programmes on behalf of the club.</li> </ul>
				<ul> <li>To develop and manage relationships with key funders and to ensure the robust and timely completion of all reporting requirements.</li> </ul>
				<ul> <li>To liaise with other Club Community Officers within the League of Ireland and to participate in a mutually beneficial exchange of knowledge and resources relevant to community development programmes.</li> </ul>
				To attend and represent the club at monthly meetings hosted by the League of Ireland Community Development Manager.
				Clubs should have a complete job description of the Community Officer role available to enable an application for funding for such a role from relevant community focussed public offices e.g. Local Authority or other specific Government Departments.



## 9.2 FOOTBALL STAFF CRITERIA

No.	Grade			Description
	UEFA	Premier	First	
PAD 2.01	А	A	A	HEAD COACH OF THE FIRST TEAM SQUAD The licence applicant must have appointed a Head coach squad being responsible for football matters of the first team squad.  The first team Head coach in the Premier Division must:
				Alternative 1: hold a valid 'UEFA Pro-licence' and have completed all required Continuous Professional Development (CPD) from the date of completion of course or hold a Valid UEFA recognition of competence equivalent is to the licence required. OR
				Alternative 2: be currently within a UEFA Pro Licence Course group having successfully completed application process. The manager must be able to provide a date of completion for the application process.
				If the manager is unsuccessful in completion of the course the club will be required to nominate a replacement within the period of 60 days as per Pad 4.02.
				The first team Head coach in the First Division must:
				Hold a valid 'UEFA A-licence' and have completed all required Continuous Professional Development (CPD) from the date of completion of course or hold a Valid UEFA recognition of competence equivalent to the licence required. The rights and duties of the first team Head coach must be detailed in a job description. These include, as a minimum:
				<ul> <li>a) The selection, tactics and training of the first squad;</li> <li>b) Management of the players and other technical staff in the dressing room and the technical area before, during and after matches;</li> </ul>
				<ul> <li>c) Attending relevant media activities reserved for the first team manager.</li> <li>The suitability of the first team Head coach qualification must be approved by the FAI Club Licensing Department before appointment.</li> </ul>
				The appointment of the first team Head coach r must be confirmed by the appropriate body of the licence applicant.
PAD	Α	Α	Α	ASSISTANT COACH OF FIRST TEAM SQUAD
2.02				The licence applicant must have appointed an assistant coach assisting the Head Coach in all football matters of the first team squad.
				The assistant coach must hold at least a valid "UEFA A-licence" or any valid foreign coaching diploma, which is equivalent to this one and acknowledged by UEFA.
				The assistant coach must hold a valid 'UEFA A Licence' and have completed all required Continuous Professional Development (CPD) from the date of completion of course



No.	Grade			Description
	UEFA	Premier	First	
				The rights and duties of the assistant first team coach must be detailed in a job description.  The appointment must have been done by the appropriate body of the licence applicant.  The assistant first team coach may temporarily take over the function of a youth coach within the same licence applicant once they hold the required qualification or higher. (See PAD 2.05)  The suitability of the assistant first team coach qualification must be approved by the FAI Club Licensing Department before appointment.
PAD 2.03	Α	Α	В	GOALKEEPER COACH
				FIRST TEAM SQUAD  The licence applicant must have appointed a qualified goalkeeper coach who assists the head coach in goalkeeping matters of the first team squad.  Teams in UEFA competition or playing in the Premier Division –
				Alternative 1: The goalkeeper coach must hold a valid "UEFA Goalkeeping A Licence" or a Valid UEFA recognition of competence equivalent to the licence required. Or;
				Alternative 2:  Already have started the "UEFA Goalkeeping A Licence". The simple inscription to such an education course is not deemed to be in compliance with the criterion.
				The goalkeeper coach must hold a valid GK A licence and have completed all required Continuous Professional Development (CPD) from the date of completion of course
				The goalkeeper coach must hold a valid "EAL Goalkeeping B Licence" or a
				The goalkeeper coach must hold a valid "FAI Goalkeeping B Licence" or a Valid UEFA recognition of competence equivalent to the licence required.  The goalkeeper coach must hold a valid GK B licence and have completed all required Continuous Professional Development (CPD) from the date of completion of course
				The rights and duties of the goalkeeper coach must be detailed in a job description.  The appointment must have been done by the appropriate body of the licence applicant.



No.	Grade			Description
	UEFA	Premier	First	
				1. The licence applicant must have appointed at least one qualified goalkeeper coach who assists the youth coaches in goalkeeping matters of the youth sector.  2. The goalkeeper coach must hold one of the following minimum coaching qualifications, issued by a UEFA member association:  a. UEFA goalkeeper B licence  b. Valid domestic goalkeeper licence;  c. Valid UEFA recognition of competence issued in accordance with the UEFA Coaching Convention and equivalent to the licence required under a) above.
PAD 2.04	A	A	A	HEAD OF YOUTH DEVELOPMENT  The licence applicant must have appointed a head of the youth development being responsible for running the daily business and the technical aspects of the youth sector.  The head of the youth development must:  Alternative 1:  hold at least a valid UEFA Elite Youth A licence or a Valid UEFA recognition of competence equivalent to the licence required. Alternative 2: already have started the UEFA Elite Youth A licence course. The simple inscription to such an education course is not deemed to be in compliance with the criterion.  The head of youth must hold a valid 'UEFA Elite Youth A Licence' and have completed all required Continuous Professional Development (CPD) from the date of completion of course  The head of the youth development must be duly registered with the FAI. The rights and duties of the head of youth development must be detailed in a job description.  The appointment of the head of the youth development must have been done by the appropriate body of the licence applicant.  The head of youth development may at the same time take the function of either a youth coach (See PAD 2.05) or the assistant manager of the first team squad (See PAD 2.02) within the same licence applicant but not the first team manager (See PAD 2.01).  The suitability of the head of youth development's qualification must be approved by the FAI Club Licensing Department before appointment.



No.	Grade			Description
	UEFA	Premier	First	
				Garda Vetting and Safeguarding training  The head of the youth development must have completed Garda vetting through the FAI and Safeguarding 1 basic awareness training through the FAI or any other Irish National Sporting body or Sport Ireland. It is the responsibility of the Club to ensure that Garda vetting and Safeguarding remains valid during the entire period the mandated person is in post.  .
PAD 2.05	A	A	В	Clubs should note that it is likely that the LOI Academy coaching roles will become "A" Criteria for the First Division Clubs in the 2025 season.  The licence applicant must have appointed for each mandatory youth team at least one coach being responsible for this youth team in all football matters (See SPO 1.02). The below qualifications should be held by the head coach of each of the following age groups:  Under 19 - Hold an "UEFA Elite Youth A Licence" or a Valid UEFA recognition of competence equivalent to the licence required.  Alternative 2: Already have started the "UEFA Elite Youth A Licence". The simple inscription to such an education course is not deemed to be in compliance with the criterion  Under 17 Hold an "UEFA A Licence" or a Valid UEFA recognition of competence equivalent to the licence required  Under 15 Hold an "UEFA A Licence" or a Valid UEFA recognition of competence equivalent to the licence required Alternative 2: Already have started the "UEFA A Licence". The simple inscription to such an education course is not deemed to be in compliance with the criterion  Under 14 - "UEFA B" or a Valid UEFA recognition of competence equivalent to the licence required Teams with players aged 12 years and younger - National D  All youth coaches must hold a valid licence and have completed all required Continuous Professional Development (CPD) from the date of completion of course  Additional UEFA Licence Requirement  At least three youth team coaches within the youth development programme must hold the following minimum coaching qualifications:  a. Valid UEFA a Coaching licence;  b. Valid UEFA recognition of competence equivalent to the licence required under a), b) above as applicable.



No.	Grade			Description
	UEFA	Premier	First	
				Garda Vetting and Safeguarding training  The mandated youth coaches must have completed Garda vetting through the FAI and Safeguarding 1 basic awareness training through the FAI or any other Irish National Sporting body or Sport Ireland. It is the responsibility of the Club to ensure that Garda vetting and Safeguarding remains valid during the entire period the mandated person is in post.



PAD	Α	Α	Α	MEDICAL DOCTOR
2.06				The licence applicant must have appointed at least one medical doctor being responsible for the medical support and advice for the first team squad as well as for anti-doping policy. The doctor must be present during matches and ensure medical support during training. The doctor should be in attendance from one hour prior to the start of each match and remain for at least 30 minutes after full-time. For League of Ireland away matches the licence applicant may arrange with the home team to share the services of the home team doctor. It is the responsibility of the away team to arrange this. Written confirmation of this agreement must be forwarded to the FAI Club Competitions Department at least 24 hours before the match.
				The doctor must be registered with the Irish Medical Council. It is desirable for the doctor to be listed on the Specialist Register for Sport and Exercise Medicine and to be a fellow/member of the Faculty of Sports and Exercise Medicine.
				The doctor must have appropriate medical indemnity insurance. He/she must undertake annual training and certification in basic life support and on field trauma management procedures. Training and certification may be undertaken via the FAI Medical Committee, as per criterion PAD 2.10 or an equivalent BLS course.
				The doctor must complete the Sport Ireland anti-doping e-learning on an annual basis - <a href="https://www.sportireland.ie/anti-doping-e-learning">https://www.sportireland.ie/anti-doping-e-learning</a> The doctor must:
				a) be familiar with the current anti-doping rules and regulations and inform the licence applicant's players of their responsibility in this area.
				b) ensure he/she has a fully stocked medical bag
				c) ensure the medical room and facilities for ambulance personnel are in keeping with FAI/UEFA regulations
				d) ensure appropriate pitch side emergency equipment is in position before the match and pre-match training.
				e) ensure there is a trained stretcher crew present at pitch side during the match and pre-match training
				f) ensure there is a written action plan to cover pitch side emergency situations. See Articles 10 and 13, UEFA Medical Regulations, 2017 and "Guide to Minimum Medical Requirements", UEFA, 2017
				The appointment must have been made by the appropriate body of the licence applicant. The rights and duties of the doctor must be detailed in a job description.
				The doctor must be duly registered with the FAI.
				Additional UEFA Licence Requirement  The licence applicant must have appointed at least one doctor recognised as such by the appropriate national health authorities who is responsible for the medical care of the youth teams.



No.	Grade			Description
	UEFA	Premier	First	
				Garda Vetting and Safeguarding training  The medical doctor must have completed Garda vetting through the FAI and Safeguarding 1 basic awareness training through the FAI or any other Irish National Sporting body or Sport Ireland. It is the responsibility of the Club to ensure that Garda vetting and Safeguarding remains valid during the entire period the mandated person is in post.
PAD 2.07	A	A	A	Physiotherapist Domestic Licence  The licence applicant must appoint a club physiotherapist.  The physiotherapist must either:  1) Be registered with the Physiotherapists Registration Board at CORU OR be a Chartered Physiotherapist and, desirably, be a member of the Chartered Physiotherapists in Sports Group of the Irish Society of Chartered Physiotherapists.  2) Be a Certified Athletic Therapist in good standing with ARTI and have relevant sports team care experience.  3) Hold a relevant NFQ Level 8 third level qualification, approved as appropriate by the FAI Medical Committee, and have relevant sports team care experience. In this case the licence applicant must submit a CV for consideration by the FAI Medical Committee.



No.	Grade			Description
	UEFA	Premier	First	
				4) Be an individual who does not possess an appropriate third level qualification but who has extensive relevant working experience in football at a professional level and whose qualifications and sports team care experience were approved by the FAI Medical Committee on or before 30 June 2021.  The licence applicant must furnish copies of this person's qualifications and appropriate professional indemnity insurance.  The physiotherapist must complete the Sport Ireland anti-doping e-learning on an annual basis - <a href="https://www.sportireland.ie/anti-doping-e-learning">https://www.sportireland.ie/anti-doping-e-learning</a> Additional UEFA Licence Requirement:  The license applicant must appoint a Physiotherapist and/or nationally Certified Athletic Therapist who is recognised by the appropriate national health authorities to provide medical care for the team. This person must meet one of the following criteria:  1) CORU Registered/Chartered Physiotherapist and have relevant sports team care experience.  2) ARTI Certified Athletic Therapist and have relevant sports team care experience.  3) Equivalently Qualified Therapist approved by the FAI Medical Committee on an individual basis.  Garda Vetting and Safeguarding training  The club physiotherapist must have completed Garda vetting through the FAI and Safeguarding 1 basic awareness training through the FAI or any other Irish National Sporting body or Sport Ireland. It is the responsibility of the Club to ensure that Garda vetting and Safeguarding remains valid during the entire period the mandated person is in post.
PAD 2.10	A	A	A	FIRST AID TRAINING  A minimum of one person, other than the mandated doctor/physio, must undergo First Aid training. This person must be likely to attend all first team training sessions. Registered first team players may be included. The FAI will provide training.



## 9.3 EVENT STAFF CRITERIA

No.	Grade			Description
	UEFA	Premier	First	
PAD 3.01	В	В	В	Match organisation officer
				The licence applicant must have appointed a match organisation officer who is responsible for the overall organisation of the first squad home matches.
PAD 3.02	Α	Α	Α	EVENT CONTROLLER  The ligeness applicant must have appointed an Event Controller being
				The licence applicant must have appointed an Event Controller being responsible for safety and security matters.
				All persons acting as Event Controller must comply with all relevant codes of practice and applicable guidelines.
				The Event Controller must hold as a minimum one of the following qualifications:
				a) a certificate as policeman or security person according to national law, or;
				<ul> <li>b) a safety and security diploma based on a specific course issued by the FAI or by a state recognised organisation, or;</li> <li>c) a "recognition of competence" approved by the FAI, which is based on the participation in specific safety and security training of the FAI and at least one years' experience in such matters.</li> <li>The rights and duties of the Event Controller must be detailed in a job description.</li> </ul>
				The appointment must have been done by the appropriate body of the licence applicant.
				For First Division licence applicants the roles of Event Controller and Safety/Security Officer can be fulfilled by the same person.
PAD	A	A	A	SAFETY / SECURITY OFFICER
3.03				The licence applicant must appoint a Safety / Security Officer.
				The rights and duties of the Safety / Security Officer must be detailed in a job description. The Safety / Security Officer is responsible for
				a. Developing, implementing and reviewing safety and security policy and procedures, including risk management and planning;
				b. Being the main point of contact between the public authorities and the licence applicant on all safety and security matters;
				c. Managing match-related safety and security operations.
				d. planning the licence applicant's Ground Emergency Plan (see INF 1.04),
				e) for authorising and supervising safety measures and for maintaining the licence applicant's Safety Register.
				On the occasion of each event, the Safety / Security Officer is subject to the authority of the Event Controller.



No.	Grade			Description
	UEFA	Premier	First	
				All persons acting as Safety / Security Officer must comply with all relevant codes of practice and applicable guidelines.  The Safety / Security Officer must be either:  Alternative 1: Employed by the licence applicant; or  Alternative 2: Mandated by the licence applicant through a written contract for the defined tasks.  The Safety / Security Officer must have sufficient knowledge and experience in matters related to safety and security at public events and it is recommended they attend Educational Courses organised by the FAI.  In grounds with a Safe Holding Capacity of less than 3,000 persons, or for events where the expected attendance is less than 3,000, the duties of the Event Controller and the Safety / Security Officer may be carried out by the same person.  For First Division licence applicants the roles of Event Controller and Safety/Security Officer can be fulfilled by the same person.  Additional UEFA Licence Requirement  The security officer must bec) qualified in accordance with the relevant national legal framework and should be trained and experienced in matters of crowd control and safety and security at football venues.
PAD 3.04	В	В	В	FIRE SAFETY STEWARDS  The licence applicant must appoint an adequate number of trained Fire Safety Stewards for each event.  The Fire Safety Stewards are responsible for implementing the licence applicant's Fire Safety measures for the event, including fire prevention and use of first aid and fire-fighting equipment. Fire Safety Stewards require specialist fire safety training.  On the occasion of each event, Fire Safety Stewards are subject to the authority of the Event Controller.  See latest Codes of Practice for Safety at Sports Grounds).



No.	Grade	ide		Description
	UEFA	Premier	First	
PAD 3.05	A	A	A	MATCH STEWARDS  The licence applicant must have established a safety and security organisation for home matches through the engagements of stewards. The licence applicant may employ the stewards or conclude a written agreement with the stadium owner or a security company providing the stewards. The licence applicant must ensure an adequate number of trained Match Stewards (Deck Stewards, Vomitory Stewards, Stilesmen, Gatemen, etc) for each event.  The number of stewards for each event must be agreed in advance with Gardai and other relevant local authorities.  The licence applicant's Event Controller and/or Safety / Security Officer must ensure that each steward is provided with adequate and appropriate training i.e. FAI Stewards training courses, including the provision of a handbook covering all aspects of the steward's duties, as well as information on the stadium (stadium plans, ground emergency plan, telephone list, etc).  The licence applicant should ensure that a number of Match Stewards are able to deal effectively with the needs of spectators with impaired mobility, impaired hearing and impaired vision.  See latest Code of Practice for Safety at Sports Grounds).  All stewards, whether employed directly or contracted by the licence applicant, must comply with the provisions of the latest Private Security Services Act, or with the terms of exemption granted by the Private Security Authority.
PAD 3.06	В	В	В	GROUND MEDICAL OFFICER  The licence applicant must ensure that a Ground Medical Officer is in attendance for each event where the number of spectators is expected to exceed 5,000. The Ground Medical Officer must be a qualified doctor registered with the Medical Council of Ireland and must operate in close consultation with the Health Authorities. The Ground Medical Person can be the same person as the Medical Doctor.  The rights and duties of the Ground Medical Officer must be detailed in a job description.  The Ground Medical Officer must have appropriate medical indemnity insurance. The licence applicant must furnish copies of this person's qualifications and insurance.  See latest Code of Practice for Safety at Sports Grounds.



No.	Grade			Description
	UEFA	Premier	First	
PAD 3.07	A	A	A	FIRST AID PERSONS  The licence applicant must ensure that suitably qualified and trained First Aid Persons are in attendance for each event. The First Aid Persons must wear a bright coloured jacket with their title on the back making themselves easily identifiable.  Premier Division clubs must use the services of a certified first aid agency.  A minimum of one person trained in First Aid per 2,500 expected spectators must be in attendance at each event.
PAD 3.08	A	A	A	Club must make arrangements for at least one fully equipped advanced life support (ALS) ambulance and crew to be in attendance at all games. The ambulance (at minimum) must contain a fully equipped emergency bag, AED defibrillator and portable oxygen (minimum 15l/min for 20 minutes). On arrival at the stadium the location of the ambulance should be confirmed to the team doctor(s).  The ambulance should be in attendance at least one (1) hour prior to kick off and remain for at least thirty (30) minutes after full-time.  The ambulance should be positioned in an area of the stadium that best permits quick egress from pitch area/changing rooms for emergency medical evacuation.
PAD 3.09	A	A	A	PROVISION OF AUTOMATED EXTERNAL DEFIBRILLATOR (AED)  The licence applicant must provide at least one AED, in good working order, within the stadium and also at the training ground. There must be at least one person present at matches and training sessions who is trained to use the AED.
PAD 3.10	В	В	В	FOOTBALL SOCIAL RESPONSIBILITY OFFICER  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



# 9.4 NOTIFICATION AND REPLACEMENT CRITERIA

Grade			Description
UEFA	Premier	First	
Α	Α	Α	DUTY TO NOTIFY SIGNIFICANT CHANGES
			Any event occurring after the submission of the licensing documentation to the licensor representing a significant change compared to the information previously submitted must be notified to the FAI within seven business days from the date it has occurred.  The compliance with this criterion shall be assessed on an all year round basis.
Α	Α	Α	DUTY OF REPLACEMENT
			If a position defined in criteria PAD 1.00 to PAD 3.10 becomes vacant the licencee must ensure that such position is taken over by a person who holds the necessary qualification within sixty days.
			In the event that a function becomes vacant due to illness or accident, an extension to the sixty day period may be granted only if there is sufficient evidence that the person concerned is still medically unfit to resume their duties.
			The replacement must be notified to the FAI Club Licensing Department within seven business days from the date it has occurred.
			The compliance with this criterion shall be assessed on an all year round basis.
	DEFA	DEFA  Premier	DEFA  Premier  Premier  Premier



# 10. LEGAL CRITERIA

No	Grade			Description
	UEFA	Premier	First	
LEG	Α	Α	Α	CLUB LICENSING CONTRACT
1.01				The Licence Applicant must sign, date and return an FAI Club Licensing Contract for the forthcoming season.
				The Club Licensing Contract contains several declarations and confirmations, which are outlined in Appendix V of the Club Licensing Manual.
				The FAI Club Licensing Contract must be validly executed by an authorised signatory not more than 3 months prior to the FAI Submission Date.
				Additional UEFA Licence Requirement
				The FAI Club Licensing Contract for UEFA licence applicants must be validly executed by an authorised signatory not more than 3 months prior to the UEFA Licence submission date. This can be found at Appendix VI of the Club Licensing Manual.
LEG	Α	Α	Α	MEMBERSHIP OF THE FAI
1.02				The Licence Applicant must be a recognised member or be a Legal entity under control of a recognised member of the Football Association of Ireland or the League of Ireland.
				The Licence Applicant must fulfil the conditions of membership defined in the rules of the Football Association of Ireland and the League of Ireland.



1.50	Α.	A	Α	D. D
LEG 1.03	Α	Α	Α	PARTICIPATION IN COMPETITIONS
1.03				The Licence Applicant must confirm that it will play in competitions that are recognised and endorsed by the Football Association of Ireland. (This Declaration is included as part of the Contract)
LEC	Α.	Α.	Α.	CTATUTES & BANKEY HALES AND INTERPRETATION
LEG 1.04	Α	Α	Α	STATUTES & MINIMUM LEGAL INFORMATION
1.04				The Licence Applicant must provide the Licensor with a copy of its legally valid statutes.
				The following documents must be submitted:
				Alternative 1: If the Licence Applicant is an incorporated company:
				a copy of the current Memorandum and Articles of the Company; an original or Companies' Office duplicate of the Certificate of Incorporation.
				Alternative 2: If the Licence Applicant is a <b>cooperative society</b> :
				a copy of the Model Rules of the Society;
				an original or Registrar of Friendly Societies duplicate of the Certificate of Incorporation
				Alternative 3: If the Licence Applicant is an unincorporated entity:
				a copy of the current rules or constitution of the entity; a copy of Deeds of Trust if relevant
				If the applicant is not an incorporated company, please supply a document
				confirming the name, legal form and headquarters of the licence applicant. This must be signed by an authorised signatory no more than 2 months prior to the FAI Submission date.
				Minimum legal information
				The licence applicant must provide the following contact information:
				a. Address of its official headquarters;
				<b>b</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 club licensing officer.



LEG 1.05	A	Α	Α	CONFIRMATION OF LEGAL GROUP STRUCTURE
				Executive management
				<ul> <li>All Licence Applicants must provide information about the executive management of the Licence Applicant:</li> <li>the name and address of the Licence Applicant's Chairperson;</li> <li>the names, addresses and positions of each Member of the Licence Applicant's Executive Body;</li> <li>a list of authorised signatories (last name, first name, home address) for the Licence Applicant and the type of signature required (individual, collective, etc).</li> <li>(An authorised signatory is the person/s entitled to sign legal documentation on behalf of the licence applicant's legal entity, not necessarily the persons entitled to sign cheques etc.)</li> </ul>
				Overall Legal group structure
				The licence applicant must also provide the licensor with a document that presents the overall legal group structure at the statutory closing date of 31 <sup>st</sup> December. This must be presented in a chart and duly approved by management.
				This document must clearly identify and include information on:  a) the licence applicant, and, if different, the registered member of the FAI; b) any subsidiary of the licence applicant, and, if different, the registered member of the FAI; c) any associate entity of the licence applicant, and, if different, the registered member of the FAI; d) any direct or indirect controlling entity of the licence applicant up to and including the ultimate controlling party e) any party that has 10% or greater direct or indirect ownership of the licence applicant, or 10% or greater voting rights; f) 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, voting rights, or membership or any other involvement or influence whatsoever in its management, administration or sporting performance; and g) the key management personnel of the licence applicant and, if different, the registered member
				The following information must be provided in relation to each of the parties included in the legal group structure:  a. Name and, if applicable, legal form;  b. Main activity; and  c. 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:  d. Share capital;  e. Total assets;  f. Total revenues; and  g. Total equity  The legal group structure must clearly identify the entity which is the member of the FAI and which entity is the licence applicant.
				65



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.

If deemed relevant the licensor may request the licence applicant/licensee to provide other information in addition to that listed above.

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.

# Ultimate controlling party, ultimate beneficiary and party with significant influence

- 1. The licence applicant must provide the licensor with a document which contains information on:
- a. 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.
- 2. The following information must be provided in relation to each of the parties identified in paragraph 1 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.
- 3. The licence applicant must confirm whether any change has occurred in relation to the information indicated in the paragraphs 1 and 2 above during the period covered by the annual financial statements up to the submission of the information to the licensor.
- 4. If a change has occurred as indicated in paragraph 3 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.
- 5. If deemed relevant the licensor may request the licence applicant to provide additional information other than that listed above.



6. 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

Significant influence - Ability to influence but not control financial and operating policy decision-making.

Significant influence may be gained by share ownership, statute or agreement. For the avoidance of doubt, a party or in aggregate parties with the same ultimate controlling party (excluding UEFA, a UEFA member association and an affiliated league) is deemed to have significant influence if it provides within a reporting period an amount equivalent to 30% or more of the licensee's total revenue in a reporting period.

### Reporting entity/entities and reporting perimeter

1. 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 G.2 and assessed in accordance with Annex I of the FSR Regulations 2022.

- 2. The reporting perimeter must include:
- a. the licence applicant and, if different, the registered member;
- b. any subsidiary of the licence applicant and, if different, the registered member:
- c. 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 paragraph 3(a) and (b) below:
- d. 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 paragraph 3(c) to (k) below.
- 3. Football activities include:
- a. employing/recruiting employees (as defined in Article 71) including payment of all forms of consideration to employees arising from contractual or legal obligations;
- b. acquiring/selling players' registrations (including loans);
- c. ticketing;
- d. sponsorship and advertising;
- e. broadcasting;
- f. merchandising and hospitality;
- g. club operations (administration, matchday activities,



				travel, scouting, etc.);
				h. use and management of stadium and training facilities;
				i. women's football;
				j. youth development; and
				k. 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.
				4. 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
				a. 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
				b. 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 3(a) and (b) above.
				5. The licence applicant must submit a declaration by an authorised signatory which confirms:
				a. that all revenues and costs related to each of the football activities indicated in paragraph 3 have been included in the reporting perimeter, providing a detailed explanation if this is not the case; and
				b. whether any entity included in the legal group structure has been excluded from the reporting perimeter, justifying any such exclusion with reference to paragraph 4.
LEG	Α	Α	Α	
1.06				CONFIDENTIALITY AGREEMENT
				The Licence Applicant must sign, date and return a Confidentiality Agreement for the forthcoming season.
				The Confidentiality Agreement must be validly executed by an authorised signatory not more than 3 months prior to the FAI Submission Date
LEG	Α	Α	Α	REGISTRATION OF TRADING NAME OF THE FOOTBALL CLUB
1.07				The Licence Applicant must register the trading name of the football club with the Companies' Office and submit a Companies Office official certified copy of the registration. If more than one trading name is registered each trade name must be submitted to the Club Licensing Department as outlined above.
				If the trading name is registered with a party other than the licence applicant, the applicant must provide evidence of their entitlement to use the name for the entire League of Ireland Season.
<u> </u>	<u> </u>	I.	1	<u> </u>



LEG	Α	Α	Α	LEGAL DECLARATION
1.08	A	A	A	The Licence Applicant must provide a Declaration from the Authorised Signatories or its legal representative confirming:
				If the Licence Applicant or its trading entity has any Judgments including Judgment Mortgages registered against it or its property.
				If the Licence Applicant has any litigation pending or Court Orders that it is aware of against the legal entity or Trading entity
				<ol> <li>If the Licence Applicant has had any notices served against the Legal Entity or trading entity e.g. Fire Orders, Planning Notices, Health Notices etc</li> </ol>
				4) That no resolution has been passed to wind up the company/co-op, no petition has been presented and no steps have been taken to place the company/co-op in Receivership or Examinership. In the case of unincorporated entities that no resolution or motion or otherwise has been passed to cease activities
				5) If the Licence Applicant has any relationships with other associated, affiliated, wholly owned or subsidiary bodies of any kind or any legal or financial relationships with any third parties, which may impact on the financial statements, provided.
LEG	Α	Α	Α	INSURANCE
1.09				The Licence Applicant must provide evidence of appropriate up to date public and employers liability insurance. This insurance must be in place to ensure no lapse of cover.  The FAI is to be noted as a Joint Insured on all Public Liability Policies and on all Employers Liability Policies.
150	Α	Α		B
1.10	A	A	A	PARTICIPATION AGREEMENT  The Licence Applicant must return a signed participation agreement to the Competitions Department by the 31st of October.
LEG	Α	Α	А	CHILD SAFETY REQUIREMENTS
1.11				Child risk assessment: Clubs must complete an up to date Child Risk Assessment which assesses the risk of harm to children whilst accessing the clubs service.  It should assess all the areas of risk such as:  Club and coaching practices II. Complaints and Discipline
				III. Reporting procedures
				IV. Facilities V. Recruitment
				Vi. Communications and social media



Vii. General Risk of harm

- It must detail all the procedures and policy put in place by the clubs to reduce the risk of harm to the child
- It should also detail the ongoing actions to improve and reduce the risks
- The document should be dated and signed off.
- Templates can be found at <a href="https://www.fai.ie/domestic/safequarding/documents">https://www.fai.ie/domestic/safequarding/documents</a>

### Child safeguarding statement:

Following the completion of the Risk Assessment the club will have to complete a Child Safeguarding Statement. This is a written statement that specifies the Relevant Service being provided and the principles and procedures to be observed in order to ensure, as far as practicable, that a Child availing of the service is safe from Harm

- The statement must include both the written Risk Assessment and the procedures that are in place to;
- i. Manage any risk identified
- ii. Investigate an allegation against any volunteer or staff member about any act, omission or circumstance in respect of a Child availing of the service
- iii. Select and recruit volunteers and staff who are suitable to work with Children
- iv. Provide information and training to volunteers and staff on Child protection and safeguarding issues
- v. Enable volunteers or staff members, whether Mandated Persons or otherwise, to make a report to Tusla in accordance with the Act or any guidelines issued by the Minister for Children and Youth Affairs
- vi. Maintain a list of persons in the Organisation who are Mandated Persons under the Act
- vii. Appoint a Relevant Person in the Organisation for the purposes of the Act.
- The Child Safeguarding Statement should provide an overview of the measures that the Club has put in place to ensure that Children are protected from Harm
- It may also refer to more detailed policies which can be made available on request
- The Club must circulate the Child Safeguarding Statement to all volunteers and employees.
- The Club must also display the Child Safeguarding Statement publicly and make it available to parents and guardians, Tusla and members of the public upon request. This may be done by displaying it on the Club website.
- The Child Safeguarding Statement must be reviewed every two years, or sooner if there has been a material change in any of the issues to which it refers to.
- Template documents can be found at <a href="https://www.fai.ie/domestic/safeguarding/documents">https://www.fai.ie/domestic/safeguarding/documents</a>

#### Safe recruitment practice:

Clubs should be able to evidence safe recruitment practice in place for staff/volunteers coaching or supervising underage players

Such as:



i. Applications
ii. interviews
iii. References
iv. Garda vetting
v. Training – in relevant safeguarding course
vi. Inductions
Record keeping:
inecent mechang.
Clubs should Keep a list of mandated persons within the club who meet the criteria. A full list of criteria can be on pages 59-60 appendix 4 of the FAI Child Welfare and Safeguarding policy-https://www.fai.ie/domestic/safeguarding/fai-child-welfare-policy In addition Clubs are reminded that they must keep record of Garda Vetting, Safeguarding training and other Safe Recruitment documentation for all staff/volunteers coaching or supervising underage players.



## 11. FINANCIAL CRITERIA

### 11.1 Annual Financial Statements

The financial criteria – to be met for participating in the 2024 League of Ireland Season and 2024/25UEFA Men's club competitions season onwards – are set out in this chapter. This means that the financial information in respect of the financial year ending in 2022 will form part of the information to be assessed by licensors for licence applicants to obtain a licence for the 2024 League of Ireland Season and 2024/25 UEFA Men's club competitions season.

No.	Grade			Description
	UEFA	Premier	First	
FIN 1.01	A	A	A	ANNUAL FINANCIAL STATEMENTS (ALL GROUP COMPANIES INCLUDING ASSOCIATES AND JOINT VENTURES) – AUDITED AND SIGNED  Regardless of the legal structure of the licence applicant, annual financial statements based on the local legislation for incorporated companies shall be prepared and audited by independent auditors.  The financial information of all entities included in the reporting perimeter must be either combined or consolidated as if they were a single company.  The annual financial statements shall meet the minimum disclosure requirements and accounting principles defined by this manual.  The full annual financial statements must be prepared pursuant to the Companies Act 2014 and in accordance with accounting standard FRS 101-106.  For the purpose of club licensing requirements, the audited annual financial statements must consist of:  1) A balance sheet as at 31st December; 2) A profit and loss account (Statement of Comprehensive Income) to 31st December  3) Statement of Changes in Equity 4) A cash flow statement (Statement of Cash Flow) to 31st December  5) Notes, comprising a summary of significant accounting policies and other explanatory notes (including off balance sheet transactions, post balance sheet review and employee costs); 6) A financial review by management (annual report).  7) Original copy of auditor's Report; and 8) Management Letter (ISA 260 Communication of audit matters with those charged with governance)  9) Reconciliation of 'Revenue/Turnover' to 'Relevant Income' per the Salary Cost Protocol declaration and 'Total Employee Cost (Player heading)' note to 'Player Salary Costs and Expenses' per the Salary Cost Protocol declaration. Signed and dated by the auditors as correct.  The audited accounts must be submitted no later than 30th September 20xx with the auditor's report signed no earlier than 1st August 20xx (unless applying for UEFA licence, see below).  Note: For new applicants seeking a licence for the first time whose financial year end is not November, copies of the most recent fi



No.	Grade			Description
	UEFA	Premier	First	
				Additional UEFA Licence Requirement
				Audited accounts must be submitted by 31st March annually
FIN	Α	Α	Α	REPORTING ENTITY & REPORTING PERIMETER
FIN 1.01.A	A	A	A	·
				<b>Exclusions</b> : An entity may be excluded from the reporting perimeter only if:
				<ul> <li>a) Its activities are entirely unrelated to the football activities defined above and/or the locations, assets or brand of the football club; or</li> <li>b) 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 i) and ii) above; or</li> <li>c) The football activities it performs are already entirely reflected in the financial statements of one of the entities included in the reporting perimeter.</li> </ul>



No.	Grade			Description
	UEFA	Premier	First	
				The licence applicant must submit a declaration by an authorised signatory which confirms:  a) That all revenues and costs related to each of the football activities listed above have been included in the reporting perimeter, and provide a detailed explanation should this not be the case; and b) Whether any entity included in the legal group structure has been excluded from the reporting perimeter, justifying any such exclusion with reference to the exclusions above.

National accounting practice, suitable as a basis for preparation of financial statements, shall contain certain underlying principles, including:

- a) Fair presentation and compliance with national accounting practice;
- b) Consistency of presentation;
- c) Accrual basis for accounting;
- d) Each material class of items shall be presented separately in the financial statements; and
- e) Assets and liabilities, and income and expenses, shall not be offset.

Further commentary about underlying financial reporting principles is contained within Appendix I.

Each component of the annual financial statements shall be identified clearly. In addition, the following information shall be displayed prominently, and repeated where necessary within the financial statements, for a proper understanding of the information presented:

- a) the name and legal form, domicile and business address of the reporting entity and any change in that information from the preceding statutory closing date;
- b) whether the financial information covers the individual licence applicant or a group of entities or some other combination of entities and to describe the structure and composition of any such *group* or combination:
- c) the statutory closing date and the period covered by the financial information (for both current and comparative information); and
- d) the presentation currency.

The annual financial statements must be approved by management and this must be evidenced by way of a brief statement and signature on behalf of the executive body of the reporting entity.

#### (Additional UEFA Licence requirement)

## Publication of financial information

The licence applicant must publish on its website or on the website of its licensor by the date (which cannot be later than the date of the submission of the list of licensing decision to the UEFA administration) and in the form communicated by the licensor:

- a) the total amount paid in the latest reporting period to or for the benefit of agents/intermediaries; and
- b) the last audited annual financial information assessed by the licensor.



# 11.1.1 MINIMUM REQUIREMENTS FOR THE CONTENT OF ANNUAL FINANCIAL STATEMENTS

The financial criteria require licence applicants to present a specific minimum level of historic financial information to the licensor. This manual sets out the minimum requirements for the content of annual financial information.

It is the responsibility of the licence applicant to determine the reporting entity (or combination of entities) in respect of which financial information is required to be provided. In turn, the licensor must assess whether, in respect of each licence applicant, the selected reporting entity is appropriate for club licensing purposes.

If the licence applicant is part of a group, it shall provide together with the consolidated accounts the overall legal group structure (presented in a chart) duly approved by management. This chart must include information on: any subsidiary, any controlling entity up to the ultimate controlling parent company, any associated company and subsidiary of such parent.

The legal group structure shall clearly identify the entity which is the member of the licensor and also mention for each licence applicant's subsidiary: name of the legal entity; type of the legal entity; information on main activity and any football activity; % of ownership interest (if different, % of voting power held); share capital; total assets; total revenues; total equity.

It is best practice that the above key information is provided for each entity of the group and that any change to this legal group structure is promptly communicated to the licensor.

# 11.1.2 a) BALANCE SHEET (STATEMENT OF FINANCIAL POSITION)

The minimum requirements for the content in respect of balance sheet items at the statutory closing date (and comparative figures in respect of the prior statutory closing date) are stated below. These minimum requirements are also illustrated in **Appendix II**.

#### Fixed assets

- a) Tangible fixed assets<sup>(1)</sup>;
- **b)** intangible assets players<sup>(1)</sup>;
- c) intangible assets others<sup>(1)</sup>;
- **d)** investments<sup>(2)</sup>;
- e) Other non-current assets;

## Current assets

- a) cash and cash equivalents;
- b) accounts receivable from player transfers;
- c) accounts receivable from group entities and other related parties<sup>(3)</sup>;
- d) accounts receivable other;
- e) inventories:

#### **Current liabilities**

- a) bank overdrafts and loans;
- b) accounts payable relating to player transfers;
- c) accounts payable to Football Association of Ireland;
- **d)** accounts payable to group entities and other related parties<sup>(3)</sup>;
- e) accounts payable to employees;
- f) all tax liabilities/payables to Revenue Authorities;
- g) accounts payable other;
- **h)** short term provisions<sup>(4)</sup>;

#### Net current assets/(liabilities) (5);

#### **Long Term liabilities**

a) bank and other loans;



- **b)** accounts payable relating to player transfers;
- c) amounts payable to the Football Association of Ireland;
- d) all tax liabilities/payables to Revenue Authorities;
- e) long term provisions<sup>(4)</sup>;
- f) other long term liabilities;

# Net assets/(liabilities)

a) net assets/liabilities<sup>(5)</sup>;

# Equity

- **b)** capital reserve;
- c) treasury shares;
- d) revaluation reserve;
- e) revenue reserves.<sup>(6)</sup>

The minimum information requirements in respect of certain balance sheet items shall also include the following:

- (1) In respect of each of tangible fixed assets and intangible assets, a reconciliation of the carrying amount at the beginning and end of the period, showing additions, disposals, revaluations, impairment, depreciation/amortisation and any other changes.
- (2) Investments shall include investments in subsidiaries, jointly controlled entities and associates and as a minimum the following information must be disclosed for each investment:

The name:

Country of incorporation or residence;

Type of business/operations of the entity;

Proportion of ownership interest;

If different, proportion of voting power held; and

A description of the method used to account for the investments.

- (3) Sub-classification of the total balance receivable to disclose separately amounts receivable from group entities and amounts receivable from other *related parties*; and, sub-classification of the total balance payable to disclose separately amounts payable to group entities and amounts payable to other related parties.
- <sup>(4)</sup> For each class of provision, disclose the carrying amount at the beginning and end of the period, the amount utilised and any amount released, or credited, in the period.
- (5) The net current assets/liabilities figure, being the aggregate of current assets and current liabilities and net assets/liabilities figure, being the aggregate of total assets less total liabilities, are used to determine whether or not the licence applicant is in breach of indicator IND.02 as defined in 10.2.2.
- (6) Revenue reserves to be accompanied by note to financial statements detailing opening balance movement for the year and closing balance

# 11.1.2B) Statement of Changes in Equity

The minimum requirements for the content in respect of the Statement of Changes in Equity at the statutory closing date (and comparative figures in respect of the prior statutory closing date) are stated below. These minimum requirements.

- 1) Net profit or loss during the accounting period
- 2) Increase or decrease in share capital reserves
- 3) Gains and losses recognized directly in equity
- 4) Effect of changes in accounting policies



#### PROFIT AND LOSS ACCOUNT - STATEMENT OF COMPREHENSIVE INCOME

The minimum requirements for the content in respect of profit and loss account (sometimes referred to as an income and expenditure statement) items for the financial year (and comparative figures in respect of the prior financial year) are stated below. These minimum requirements are also illustrated in the model financial statements in **Appendix II**.

#### Income

- match revenue:
- other football income;
- o commercial:
- bar profit/contribution;
- FAI;
- o UEFA;
- Investments;
- Other operating income;
- Other income
- Other income (not included in salary cost calculation) (e.g. income from non-football operations)

#### Total Income

This figure must be reconciled to the balance reported by the club in their monthly management accounts for November under the year to date heading and to the final relevant income figure presented in the final salary cost protocol declaration.

#### Expenditure

cost of sales/match day expenses, match day expenses players, referee expenses; salary costs- must be reconciled to the employee note in the financial statements;

- a. player salary & expenses
- b. management & coaching salary & expenses
- c. administrative salary & expenses
- advertising;
- amortisation and depreciation <sup>(1)</sup>;
- audit & accountancy;
- bad debts;
- charitable donations;
- commercial;
- cost of running LOI Academy teams;
- equipment;
- FAI affiliation fees(if applicable)
- fines;
- fundraising costs;
- impairment of fixed assets (2);
- insurance;
- interest on overdue taxation payables;
- international tickets;
- legal & professional;
- light & heat;
- medical costs;
- merchandising costs;
- motor expenses;
- player & staff kit costs;
- printing, postage & stationary;
- programme costs;



- rates;
- rent;
- repairs & maintenance;
- shop costs excluding salary & wages;
- stadium & pitch rental;
- telephone, fax & internet;
- training costs;
- transfer fees:
- travel costs not including match day coach;
- general expenses;

#### Other

profit/loss on disposal of fixed assets<sup>(3)</sup> finance costs;

- a. lease charges;
- b. bank loan interest
- c. member/director loan interest;
- d. bank charges and interest.

Corporation tax charge; profit/loss after taxation.

Profit or loss after taxation = The sum of a) to d)

- a) profit/loss on disposal of tangible fixed assets
- b) finance income and expense
- c) non operating income/expense
- d) tax income/expense

The minimum information requirements in respect of certain profit and loss account items also include the following:

- (1) Separate disclosure required of depreciation of tangible fixed assets, amortisation of player registration costs and amortisation of other intangible assets
- (2) Separate disclosure required of impairment of player registration costs and impairment of other tangible or intangible fixed assets.
- (3) Separate disclosure required of profit or loss from disposal of player registrations and profit or loss from disposal of other tangible or intangible fixed assets.

#### Cash flow statement - Statement of Cash flows

A cash flow statement, when used in conjunction with the rest of the financial statements, provides information that enables users to evaluate the changes in net assets/liabilities of an entity, its financial structure (including its liquidity and solvency) and its ability to manage the amounts and timing of cash flows in order to adapt to changing circumstances and opportunities.

The cash flow statement shall report cash flows for the financial year (and comparatives for the prior financial year) classified separately by operating, investing and financing activities, in a manner which management consider most appropriate.

The components of *cash* and *cash* equivalents shall be disclosed and there shall be presented a reconciliation of the amounts in the cash flow statement with the equivalent items reported in the balance sheet. These minimum requirements are also illustrated in the model financial statements in **Appendix II**.



# **N**OTES TO THE FINANCIAL STATEMENTS

Notes to the annual financial statements shall be presented in a systematic manner. Each item on the face of the balance sheet, profit and loss account and cash flow statement shall be cross-referenced to any related information in the notes. The minimum requirements for disclosure in notes are as follows:

#### Accounting policies

The basis of preparation of the financial statements and a summary of the significant accounting policies used.

#### Controlling party

When the reporting entity is controlled by another party, there must be disclosure of the *related party* relationship and the name of that party and, if different, that of the ultimate controlling party. If the controlling party or ultimate controlling party of the reporting entity is not known, that fact shall be disclosed. This information shall be disclosed irrespective of whether any transactions have taken place between the controlling parties and the reporting entity.

#### Related party transactions

If there have been transactions between related parties during the period, the reporting entity shall disclose the nature of the related party relationship, as well as information about the transactions during the period and outstanding balances at the period end, necessary for an understanding of the potential effect of the relationship on the financial statements.

At a minimum, disclosures must include for each related party:

the amount and nature of the transactions;

the amount of outstanding balances and:

- their terms and conditions, including whether they are secured, and the nature
  of the consideration to be provided in settlement; and
- · details of any guarantees given or received;

provisions for doubtful debts related to the amount of outstanding balances; and the expense recognised during the period in respect of bad or doubtful debts due from related parties.

The disclosures required must be made separately for each of the following categories:

- the parent;
- entities with joint control or significant influence over the reporting entity;
- subsidiaries;
- associates:
- joint ventures in which the reporting entity is a venture;
- key management personnel of the entity or its parent;
- other related parties;

Confirmation that related party transactions were made on terms equivalent to those that prevail in arm's length transactions must be made if such terms can be sustained.

# Pledged assets and assets under reservation of title

Disclose the existence and amounts of restrictions on title, and property, plant and equipment pledged as security for liabilities or guarantees.

Disclose the existence and carrying amounts of intangible assets whose title is restricted and the carrying amount of intangible assets pledged as security for liabilities.

# Contingent liabilities

Unless the possibility of any outflow in settlement is remote, the reporting entity shall disclose for each class of contingent liability at the statutory closing date a brief description of the nature of the contingent liability and, where practicable:

 (i) an estimate of its financial effect;
 an indication of the uncertainties relating to the amount or timing of any outflow; and the possibility of any reimbursement.



#### **Employee Costs**

Disclose the average number of staff employed split between players, management & coaching staff and administrative staff. The total salary costs should also be disclosed with wages & Salaries, Social Welfare Costs and Pension Costs shown separately. These three headings must also be broken down between players, first team management & coaching staff, other coaching staff and administrative staff. Where a cost which must be included for Salary Cost Protocol calculation purposes is not taxable and therefore is not included in the Total Salary Cost figure per the annual financial statements those amounts should be declared here as well. These would include, any fees paid by the club to agents in relation to transfers or contract extensions including any payments made on behalf of the player or relocation costs including any payments made on behalf of the player including but not limited to hotel, removal, legal and travel costs.

# Post Balance Sheet Review

Disclosure must be made as to whether or not any significant and/or material economic event or condition has arisen in the period between the balance sheet date and the date on which the financial statements are approved and signed.

#### Other disclosure

Any additional information or disclosure that is not presented on the face of the balance sheet, profit and loss statement or cash flow statement, but is relevant to an understanding of any of those statements and/or is required to meet the minimum financial information requirements.

#### FINANCIAL REVIEW BY MANAGEMENT

The annual financial statements must include a financial review or commentary by management (sometimes referred to as a Directors' Report) that describes and explains the main features of the reporting entity's financial performance and financial position and the principal risks and uncertainties it faces. These minimum requirements are also illustrated in the model financial statements set out in **Appendix II**.

The annual financial statements must also include the names of persons who were members of the executive or board of directors of the reporting entity at any time during the year.

# **ACCOUNTING REQUIREMENTS FOR THE PERMANENT TRANSFER OF A PLAYER'S REGISTRATION**

The minimum accounting requirements for player registration costs are described as follows:

If a licence applicant has an accounting policy to expense the costs of acquiring a player's registration rather than capitalise them as an intangible asset, and this is permitted under national accounting practice, it must apply the minimum accounting requirements set out below.

- a) 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.
- **b)** Licence applicants shall capitalise costs relating to the acquisition of a player as an intangible asset.
- c) Only direct costs of acquiring a player's registration can be capitalised. For accounting purposes, the carrying value of an individual player must not be re-valued upwards, even though 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 local trained players, for accounting purposes, costs relating to an applicant's own youth sector must not be included in the balance sheet as only the cost of players purchased is to be capitalised. All forms of consideration to and/or benefit of players (such as sign-on fees) must be treated as employee benefits expenses and not costs of acquiring a player's registration. Finance costs arising in respect of borrowings are treated as finance costs and are not costs of acquiring a player's registration even if the borrowings were obtained to help finance the acquisition of player registrations.



- **d)** Amortisation must begin when the player's registration is acquired. Amortisation shall cease at the earlier of the date that the asset is fully amortised or derecognised (i.e. the registration is considered as being permanently transferred to another club).
- e) 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 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

In addition, the following principle must be applied: all capitalised player values must be reviewed each year by management for impairment. 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.

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 aplayer will not be able to play again with the club, for example if he suffers a career-threatening injury or he 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, future wages of players suffering from a career-threatening injury or he is permanently unable to play professional football must continue to be recognised as employee benefits 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 statutory closing 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 must be applied consistently from one accounting 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.

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:



- · are included in the same transfer contract;
- are included in different transfer contracts that are linked to each other;
- · are concluded in the same registration period;
- · do not involve any or only limited monetary disbursements;
- 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.

# 11.1.3 Accounting requirements for the temporary transfer of a player's registration

- 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:
- 2. Loan fees received/paid must be reported as player transfer income/expense.
- 3. Loan of a player from the lender club to the new club with no obligation/option to buy
- a) 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 acquiring the player's registration as an intangible asset on its balance sheet and to allocate systematically the cost of the asset as an amortisation expense over the period of the player's contract.
- b) 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 benefits expense over the player's loan term.
- 4. Loan of a player from the lender club to the new club with an unconditional obligation to buy
- a) 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.
- 1) = 1
- b) The direct 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.
- 5. Loan of a player from the lender club to the new club with an option to buy
- a) 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 player's registration.
- b) 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.
- 6. Loan of a player from the lender club to the new club with a conditional obligation to buy
- a) 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.



b) 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.

# Accounting requirements for specific expense items

- 1. Incentive/bonus expenses for employees
- a) All forms of consideration given by an entity in exchange for service 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 benefits 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 benefits 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 benefits 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.
- 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.

#### Accounting requirements for specific revenue items

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 season.

- 2. Broadcasting 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 season.
- b) Revenue in respect of broadcasting rights and/or consideration for participation in a competition which are variable considerations dependent 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.

- 3. Sponsorship and commercial revenues
- a) Revenue in respect of sponsorship rights which are fixed considerations must be recognised on a proportionate basis over the period covered by the sponsorship rights contract.
- b) Revenue in respect of sponsorship rights which are variable considerations dependent 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 contract must be measured at fair value.
- 4. Donations and grants
- a) A donation is an unconditional gift of consideration that must be recognised as other operating income when received.
- b) Grants 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 and the grant will be received. Then, a grant 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 were intended to compensate. Therefore, grants in respect of specific expenses are recognised in profit and loss in the same reporting period(s) as the relevant expenses. Similarly, grants 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 is recognised. A grant 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.

# FIN 1.01 N) REQUIREMENT FOR PREPARATION OF A PLAYER IDENTIFICATION TABLE

Due to the significance, for many clubs, of player acquisition costs, licence applicants must prepare a player identification table. The player identification table is also a tool that can be used by management (and auditors) to reconcile the balance sheet and profit and loss account figures relating to player registrations to the underlying detail, and for annual impairment considerations.

The **licence applicants must prepare a player identification table** showing capitalised costs relating to the acquisitions of players. The player identification table must be provided to the auditor.

The **minimum information for the content of the player identification table** in respect of each relevant player's registration held during the period is as follows:

- a) Name and date of birth;
- **b)** Start and end date of contract:
- c) The direct costs of acquiring the player's registration;
- d) Accumulated amortisation brought forward and as at the end of the period;
- e) Expense/amortisation in the period:
- f) Impairment cost in the period;
- g) Disposals (cost and accumulated amortisation);
- h) Net book value (carrying amount); and
- i) Profit/ (loss) from disposal of player's registration.

The relevant players about whom details are required in the table are all those players whose registration is held by the licence applicant at any time during the period and some direct acquisition cost has been incurred (at some point in time in the period or prior periods) in respect of the player(s).

The following aggregate figures in the player identification table must be reconciled to the relevant figures in the balance sheet and profit and loss account in the audited annual financial statements.

- a) The aggregate of the amortisation of player registrations in the current period as shown in the player identification table must agree/reconcile to 'Amortisation of player registrations' (disclosed on the face of, or in a note to, the profit and loss account for the period);
- b) The aggregate of impairment provisions made in the current period as shown in the player identification table must agree/reconcile to 'Impairment of player registrations' (disclosed on the face of, or in a note to, the profit and loss account for the period);
- c) The aggregate of profit/(loss) on disposal of player registrations in the player identification table must agree/reconcile to 'Professional player registrations' (disclosed on the face of, or in a note to, the profit and loss account for the period);
- **d)** The aggregate of the net book value of players' registrations in the player identification table must agree/reconcile to the figure for 'Intangible assets players' in the balance sheet (on the face or in the notes thereto) for the period end.



**Note**: For licence applicants who have restated player accounting figures to meet the accounting requirements of the manual, these aggregate figures from the player identification table must agree/reconcile to the restated figures in the annual financial information.

#### **ASSESSMENT OF THE ANNUAL FINANCIAL STATEMENTS**

The annual financial statements must be audited by an independent auditor in accordance with International Standards on Auditing. The independent auditor must be in compliance with the International Federation of Accountants (IFAC) Code of Ethics for Professional Accountants and must be a member of either Chartered Accountants Ireland or The Institute of Certified Public Accountants in Ireland.

In respect of the annual financial statements, the FAI must perform the following minimum assessment procedures:

- a) assess whether the selected reporting entity/entities is appropriate for club licensing purposes
- **b)** assess the information (annual financial statements that may also include supplementary information) submitted to form a basis for his licensing decision
- c) read and consider the annual financial statements and the auditor's report thereon
- d) address the consequences of any modifications to the audit and/or review report (compared to the normal form of unqualified report) and/or deficiencies compared to the minimum disclosure and accounting requirements according to paragraph 10.1.11 below.

#### THE AUDITOR'S REPORT

The type of audit opinion provided will have implications for the licensor's own assessment of the licence applicant's audited annual financial statements.

An unqualified opinion shall be expressed when the auditor concludes that the financial statements give a true and fair view.

The auditor's report must:

a. 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

b. be submitted to the licensor together with the annual financial statements to form a basis for the licensing decision.

In addition, the auditor must provide another statement about whether or not the annual financial statements comply with the accounting requirements set out in Annex G. If not, the statement must include a brief description of the requirements not met. In such a case, the CFCB will review the transactions in detail in line with the Procedural rules governing the UEFA Club Financial Control Body.

An auditor's report is considered to be modified in the following four situations:

- I. Qualified opinion;
- II. Disclaimer of opinion;
- III. Adverse opinion.
- IV. Since the going concern assumption is a fundamental principle in the preparation of the financial statements, management of the licence applicant have a responsibility to assess the reporting entity's ability to continue as a going concern. In turn, the auditor's responsibility is to consider the appropriateness of management's use of the going concern assumption in the preparation of the



financial statements, and consider whether there are material uncertainties about the reporting entity's ability to continue as a going concern that needs to be disclosed in the financial statements. Matters relating to going concern can give rise to modifications to the audit report (any of the items i) to iii) above and will have implications for the licensor's own assessment procedures



#### LICENSOR DECISION

The licence must be refused:

- If the annual financial statements are not submitted to the licensor within the defined deadline.
- If the licence applicant submits annual financial statements that do not meet the minimum requirements for the content and accounting.

Having read the auditor's report on the annual financial statements, the licensor must assess it according to the points below:

- 1. If the auditor's report has an unqualified opinion, without any modification, this provides a satisfactory basis for granting the licence in respect of criterion FIN 1.01.
- 2. If the auditor's report has a disclaimer of opinion or an adverse opinion, the licence may be refused.
- 3. If the auditor's report has, in respect of **going concern**, a qualified 'except for' opinion, the licence may be refused, unless additional documentary evidence demonstrating the licence applicant's ability to continue as a going concern until at least the end of the season to be licensed has been provided to, and assessed by, the licensor to his satisfaction (10.2.2)
- 4. If the auditor's report in respect of the annual financial statements submitted in accordance with FIN 1.01 includes a qualified 'except for' opinion in respect of going concern, then the licence applicant/licensee shall be in breach of indicator IND.01 (as set out in 10.2.2).
- 5. If the auditor's report has, in respect of **a matter other than going concern**, a key audit matter or a qualified 'except for' opinion, then the licensor must consider the implications of the modification for club licensing purposes.
- 6. 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.

**Appendix IV** provides a diagrammatic summary of implications on the licensing decision of different modifications to the audit report. The licensor may ask for additional evidence to enable the assessment of the licence applicant to his satisfaction.

#### RELEVANT APPENDICES

- I. [illustrative] Annual financial reporting: overall considerations and underlying principles
- II. [Illustrative] Annual financial reporting: model financial statements and commentary
- III. [Illustrative] Annual financial reporting: commentary regarding audit reports contents and different forms of opinion
- IV. [Illustrative] Annual financial reporting: diagrammatic summary of implications on the licensing decision of different modifications to the auditor's report



# 11.2 FINANCIAL LETTER OF SUPPORT

No.	Grade			Description
	UEFA	Premier	First	
FIN	Α	Α	Α	LETTER OF SUPPORT
1.02				If the licence applicant's historic financial information exhibits certain warning signs the licensee is required to submit a Financial Letter of Support and must detail the premise on which it considers itself capable of continuing as a going concern for the period for which it is seeking a licence. The warning signs are measured by a set of financial indicators that, if breached, may indicate to the licensor some concern about the financial performance and future prospects of that licence applicant.

#### 11.2.1 INDICATORS

If the licence applicant's historic financial information exhibits certain warning signs the licensee is required to submit a Financial Letter of Support. The warning signs are measured by a set of financial indicators that, if breached, may indicate to the licensor some concern about the financial performance and future prospects of that licence applicant.

The indicators are part of the risk-based approach, and are defined in 10.2.2. The FAI Finance Department is responsible for assessing whether or not an indicator is breached.

### **DEFINITION OF THE INDICATORS**

If a licence applicant exhibits any of the conditions described by IND.01 or IND.02 (below), the licence applicant shall be in breach of the indicator(s).

IND.01	The auditor's report in respect of the audited annual financial statements submitted in accordance with criterion FIN 1.01 includes a qualified 'except for' opinion in respect of going concern. (See 10.1.10).
IND.02	In the audited annual financial statements (including where required the supplementary information) submitted in accordance with criterion FIN 1.01, there is disclosed a net current liabilities position or negative equity. (See 10.1.2).

# **ASSESSMENT OF THE INFORMATION**

If the licence applicant is in breach of any indicator, then the club must provide the licensor with all information and documentary evidence to prove to its satisfaction the club's capability to continue as a going concern. In this respect the licensor will assess the financial letter of Support signed by the club as well as the future financial information provided under FIN 1.07.

#### **LICENSOR DECISION**

The licence must be refused:

If, based on the historic financial information, financial letter of Support and future financial information, in the licensor's judgement, it is unreasonable to assume that the applicant will be able to continue until at least the end of the season to be licensed.



# 11.3 NO PAYABLES OVERDUE TOWARDS FOOTBALL CLUBS, THE FAI, OR BODIES AFFILIATED TO THE FAI

No.	Grade			Description
	UEFA	Premier	First	
FIN 1.03	Α	Α	Α	No payables overdue towards football clubs, the $\ensuremath{FAI}$ , or bodies affiliated to the $\ensuremath{FAI}$
				The licence applicant must also prove that it has no payables overdue towards football clubs, the FAI, or bodies affiliated to the FAI arising from football activities, transfer activities, mandatory compensation or solidarity payments as at 31st July of the year preceding the season to be licensed, unless by the following 30th September they have been fully settled, deferred by mutual agreement with the creditor or are subject to a not obviously unfounded dispute submitted to a competent authority.  The reporting date is 30th September 20xx.
				UEFA Licence Requirement
				The licence applicant must prove that it has no payables overdue towards football clubs, the FAI, or bodies affiliated to the FAI, and UEFA arising from football activities, transfer activities, mandatory compensation or solidarity payments as at 31st of March unless they have been fully settled, deferred by mutual agreement with the creditor or are subject to a not obviously unfounded dispute submitted to a competent authority.

# 11.3.1 REPORTING DATE

The criterion is to be assessed as at 30<sup>th</sup> September preceding the season to be licensed. For the UEFA Licence this criterion is to be assessed as at 31<sup>st</sup> of March of the year preceding the licence.

#### INFORMATION TO BE PREPARED BY THE LICENCE APPLICANT

The licence applicant must prepare and submit a transfers table. This must be prepared even if there were no transfers/loans during the relevant period.

For domestic licence, the period is 1st August 2022 to 31st of July 2023 The transfers tables must be audited by the club's auditors.

For UEFA licence the period is 1st January 2023 to 31st December 2023.

The licence applicant must disclose:

- a) All new player registrations (including loans) irrespective of whether there is an amount outstanding to be paid;
- **b)** All transfers for which there is an amount outstanding.



**c)** All transfers subject to a claim pending before the competent authority under national law, or proceedings pending before a national or international football authority or relevant arbitration tribunal.

# Introduction to the content of the transfer payables table

For the purpose of criterion FIN 1.03, payables are those amounts due to football clubs as a result of

- a) transfer activities, including any amount due upon fulfilment of certain conditions;
- b) training compensation as defined in the "FIFA Regulations for the Status and Transfer of Players"
- c) any joint and several liability decided by a competent authority for the termination of a contract by a player.

Agreements between clubs for the transfer of a player's registration often include clauses for future compensation payments dependent on certain conditions being met at some stage in the future (i.e. contingent liabilities). Typically, these clauses are related to the future 'success' of the player concerned and/or the new club he plays for – for example, number of appearances, goals scored, international caps, promotion of the club, avoiding relegation, qualification for European competition. Until a particular condition is actually met, the associated liability is not a payable and cannot be overdue.

If a dispute arises between clubs about payables arising from transfer activities, mandatory compensation or solidarity payments, and if the matter is 'a not obviously unfounded dispute' submitted to a competent authority and is at 28th February (for period ending 31<sup>st</sup> December), or 30<sup>th</sup> September (for period ending 31<sup>st</sup> July), subject to resolution by the competent national or international body, then for the purpose of criterion FIN 1.03 the matter is not an 'overdue payable'.

For the UEFA Licence the reporting date in relation to 'overdue payables' is 31st March.

Payables are considered as overdue if they are not paid according to the contractual or legal terms.

# 11.3.2 TRANSFER PAYABLES TABLE

The transfer payables table must contain a separate entry in respect of each player acquisition (including loans) for which there is an amount outstanding to be paid at 31st December, or 31st July. For the UEFA Licence the transfer payables table must contain a separate entry in respect of each player acquisition (including loans) up to 31st December, irrespective of whether or not there is an amount outstanding to be paid at 31st December.

In addition, the licence applicant must disclose all transfer activities subject to a claim pending before the competent authority under national law or proceedings pending before a national or international football authority or relevant arbitration tribunal.

The following information must be given as a minimum:

- a) player (identification by name and date of birth);
- **b)** date of the transfer/loan agreement:
- c) the name of the football club that formerly held the registration;
- **d)** transfer (or loan) fee paid and/or payable (including training compensation), even if payment has not been requested by the creditor.
- e) other direct costs of acquiring the registration paid and/or payable;
- f) amount settled/paid; and
- **g)** the balance in respect of each player acquisition payable at 31st December, including the due date(s) for each unpaid
- h) any payables as at 28th February (rolled forward from 31<sup>st</sup> December), or 30<sup>th</sup> September (rolled forward from 31<sup>st</sup> July),. including the due date for each unpaid element, together with explanatory comment. For UEFA Licence, any payable as at 31<sup>st</sup> March (rolled forward from 31<sup>st</sup> December) including the due date for each unpaid element, together with explanatory comment); and



- i) conditional amounts (contingent liabilities) not yet recognised in the balance sheet as of 31st December, or 31st July.
- i) Amounts subject to any claim/proceedings pending as at 31 March.

The licence applicant must reconcile the total liability per the transfer payables table with the figure in the balance sheet (if applicable) for 'Accounts payable relating to player transfers'. The licence applicant is required to report in this table all overdue payables even if payment has not been requested by the creditor.

The transfer payables table must be approved by management and this must be evidenced by way of a brief statement and signature on behalf of the executive body of the reporting entity.

The licensor may request further information.

It is recommended that similar information be provided by each licence applicant for the player transfer receivables (i.e. receivables arising from the transfer of player registrations to other clubs).

#### 11.3.3 SIGNED STATEMENT FROM AUDITOR

The licence applicant must provide a signed statement from their auditor stating whether or not the club has any payables overdue towards football clubs, the FAI, or bodies affiliated to the FAI arising from transfer activities, mandatory compensation or solidarity payments as at 31st December. Where the club had a payable overdue as at 31st December but has since paid the outstanding balance this should also be noted by the auditor. Where the club has payables overdue but has reached an agreement with the other party to defer this amount the club must submit the original agreement signed by all parties to the agreement.

#### ASSESSMENT OF THE INFORMATION

The assessment procedures in respect of criterion FIN 1.03 will be undertaken by the FAI Finance Department.

#### 11.3.4 ASSESSMENT PROCEDURES

The procedures to be undertaken by the FAI Finance Department may include the following tests:

- a) Reading the transfer payables table prepared by management;
- **b)** Comparing the two transfer payables tables (31st December and 31st July) for changes, and seek explanation and supporting documentation (if applicable) for these changes
- c) Making enquires of management regarding the compilation of the transfer payables table; and
- d) Comparing the information to the sources from which it was obtained.

For UEFA Licence the following tests must be undertaken:

- a) Agreeing the total in the transfer payables table with the "Accounts payable relating to player transfers" amount in the annual financial statements as at 31<sup>st</sup> December and the information supplied in the roll forward accounts at 31<sup>st</sup> December(if applicable).
- **b)** Checking the mathematical accuracy of the transfer payables table
- c) Selecting a sample of player transfers/loans, comparing the corresponding agreements with the information contained in the transfer payables table and highlighting the selected transfers/loans
- **d)** Selecting a sample of transfer payments, comparing them with the information contained in the transfer payables table and highlighting the selected payments
- e) If, according to the transfer payables table, there is an amount due as at 31<sup>st</sup> March, that concerns a transfer that occurred before 31<sup>st</sup> December of the previous year, examining that by 31<sup>st</sup> March at the latest, an agreement has been reached as per 10.3.5 ii) below or a dispute has arisen as per 10.3.5 iii) and iv) below
- f) If applicable: obtaining and examining documents, including agreements with the relevant football club(s) and/or correspondence with the competent body, in support of e) above.



#### **LICENSOR DECISION**

The licence must be refused:

- a) If the information in respect of payables from transfer activities is not submitted to the licensor.
- **b)** If the licence applicant submits information that does not meet the minimum disclosure requirements.
- c) If the licence applicant has payables overdue towards football clubs, the FAI, or bodies affiliated to the FAI arising from transfer activities, mandatory compensation or solidarity payments as at 31st December or as at 31st July, preceding the season to be licensed. For the purpose of the licensing system, if the licence applicant has overdue payables at 31st of December or 31st July, preceding the season to be licensed (see point C) above), the licence may still be granted if the licence applicant is able to prove by the following 28th February for UEFA licence, or 30th September for Domestic licence that:
- (i) It has fully settled; i.e. paid in full the overdue payables, unless otherwise individually agreed with the creditor; or
  - It has concluded a written agreement with the creditor to extend the deadline of the payment of these payables overdue (This agreement must be provided to the FAI Club Licensing Department). (Note, if the creditor has not requested payment of an overdue amount, this is not considered as an extension of the deadline for payment); or
  - Proceedings have been opened with the competent authority according to national legislation, or proceedings have been opened with the statutory national or international football authorities or relevant Arbitration Tribunal, with regard to these overdue payables.
  - If the decision-making bodies consider that proceedings may have been opened by the licence applicant with the sole purpose to bring overdue balances into the disputed category (as a way of creating a situation as described in iii) above and 'buying time'), the licensor may request additional evidence in order to be satisfied that it is 'a not obviously unfounded dispute'.
  - It has contested 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 reasonable satisfaction of the relevant decision-making bodies (licensor and/or UEFA Club Financial Control Body) that the claim which has been brought or the proceedings which have been opened are manifestly unfounded.
  - it is able to demonstrate to the reasonable satisfaction of the relevant decision-making bodies (licensor and/or UEFA Club Financial Control Body) that it has taken all reasonable measures to identify and pay the creditor club(s) in respect of training compensation and solidarity contributions (as defined in the FIFA Regulations on the Status and Transfer of Players).



# 11.4 No payables overdue towards employees And Revenue / Social / Tax Authorities

No.	Grade			Description
	UEFA	Premier	First	
FIN	Α	Α	Α	NO PAYABLES OVERDUE IN RESPECT OF EMPLOYEES
1.04.A				The licence applicant must also prove that, in respect of contractual and legal obligations with its employees, it has no payables overdue towards employees as at 31st July of the year preceding the season to be licensed, unless by the following 30th September they have been fully settled, deferred by mutual agreement with the employee or are subject to a not obviously unfounded dispute submitted to a competent authority.
				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.  UEFA Licence Requirement
				The licence applicant must prove that, in respect of contractual and legal obligations with its employees, it has no payables overdue towards employees as at 31st December of the year preceding the season to be licensed, unless by the following 28th February they have been fully settled, deferred by mutual agreement with the employee or are subject to a not obviously unfounded dispute submitted to a competent authority
FIN 1.04.B	A	Α	Α	NO PAYABLES OVERDUE TOWARDS REVENUE/SOCIAL/TAX AUTHORITIES
				The licence applicant must also prove that it has no payables overdue towards revenue/social/tax authorities as at 31st July of the year preceding the season to be licensed, unless by the following 30th September they have been fully settled, deferred by mutual agreement with the Revenue/tax authorities or are subject to a not obviously unfounded dispute submitted to a competent authority.
				UEFA Licence Requirement
				The licence applicant must prove that it has no payables overdue towards revenue/social/tax authorities as at 31st December of the year preceding the season to be licensed, unless by the following 28th February they have been fully settled, deferred by mutual agreement with the Revenue/tax authorities or are subject to a not obviously unfounded dispute submitted to a competent authority.



No.	Grade			Description
	UEFA	Premier	First	

#### 11.4.1 REPORTING DATE

The criterion is to be assessed for domestic purposes as at 31<sup>st</sup> July preceding the season to be licensed. For UEFA Licence this criterion is to be assessed as at 31<sup>st</sup> December of the year preceding the season to be licenced.

# INFORMATION TO BE PREPARED BY THE LICENCE APPLICANT IN RESPECT OF OVERDUE PAYABLES TO EMPLOYEES

# Introduction to the content of the employee table

For the purpose of criterion FIN 1.04.A, the term 'employees' includes the following persons:

All professional players according to the applicable FIFA Regulations for the Status and Transfer of Players, and

All staff listed in Chapter 8 of the Club Licensing Manual from PAD 1.01 to PAD 3.07 and all staff employed by the club up to 31st July. For the UEFA Licence this criterion is to be assessed as at 31st December. This also includes staff members who were owed money from previous licensing cycles.

For the purpose of criterion FIN 1.04.B, the term 'revenue/social/tax authorities' includes the following:

Collector General - Revenue Authorities

In the U.K. - HM Revenue & Customs

Amounts payable at 31st December and as at 31st July will sometimes include amounts due to people who, for various reasons, are no longer employed by the applicant. Regardless of the way such payables are accounted for in the financial statements, they fall within the framework of criterion FIN 1.04.A which requires the obligation to be settled/paid within the period or duration stipulated in the contract and/or defined by law.

#### 11.4.2 EMPLOYEES TABLE

For domestic licence, the period is 1st August 2022 to 31st of July 2023 The employees tables must be audited by the club's auditors.

The table must be submitted to the licensor.

The following information must be given, as a minimum, in respect of each employee:

- a) Name of the employee;
- **b)** Position/Function of the employee;
- c) Start date:
- d) Termination date (if applicable); and
- e) The balance payable as at 31st December (this date is 31st December for UEFA Licence), and as at 31st July including the due date for each unpaid element; and
- f) For UEFA Licence any payable as at 31<sup>st</sup> March (rolled forward from 31<sup>st</sup> December), and as at 31<sup>st</sup> July, including the due date for each unpaid element, together with explanatory comment.



g) Amounts subject to any claim/proceedings pending as at 31 March.

The employees schedule must be approved by management and this must be evidenced by way of a brief statement and signature on behalf of the executive body of the licence applicant.

#### 11.4.3 SIGNED STATEMENT FROM AUDITOR

The licence applicant must provide a signed statement from their auditor stating whether or not the club has any payables overdue towards employees and/or revenue/social/tax authorities as at 31<sup>st</sup> December. Where the club had a payable overdue as at 31<sup>st</sup> December but has since paid the outstanding balance this should also be noted by the auditor. Where the club has payables overdue but has reached an agreement with the relevant party to defer this amount the club must submit all original agreement signed by all parties to the agreement.



# INFORMATION TO BE PREPARED IN RESPECT OF OVERDUE PAYABLES TO SOCIAL/TAX AUTHORITIES

The licence applicant shall submit to the FAI Club Licensing Department, the necessary documentary evidence showing the amount payable (if any), as at 31st December and as at 31st July, preceding the season to be licensed, to the competent revenue/social/tax authorities in respect of contractual and legal obligations with its employees.

The following information must be given, as a minimum, in respect of each payable towards social/tax authorities, together with explanatory comment:

- a) Name of the creditor
- b) Any payable at 31st December, and at 31st July, including the due date for each unpaid element.
- c) Any payable at 31st March (rolled forward from 31st December) 31st July, including the due date for each unpaid element, together with explanatory comment and supporting evidence.
- d) Amounts subject to any claim / proceedings pending as at 31 March and as at 31st July.

The licence applicant must reconcile the total liability as per the social/tax table to the figure in the financial statements balance sheet for 'Accounts payable to social/tax authorities' or to the underlying accounting records.

The employees table as well as the social/tax table must be approved by management and this must be evidenced by way of a brief statement and signature on behalf of the executive body of the licence applicant.

#### **ASSESSMENT OF THE INFORMATION**

The assessment procedures in respect of criterion FIN 1.04 will be undertaken by the FAI Finance Department as and when required.

The procedures to be undertaken may include the following tests:

- a) Comparison of the 31<sup>st</sup> December and 31<sup>st</sup> July tables, seeking explanations and supporting documents (if applicable) for any changes
- b) Comparison of wages to contracts registered with the FAI;
- c) Benchmarking of wages relative to other players;
- d) Checking the calculation of tax deductions on a sample basis and seeking evidence of payment to the Revenue Commissioners on a timely basis
- e) Checking adherence to the terms of agreements with Revenue Commissioners relating to payments of tax arrears;
- f) Examination of expenses paid to employees.
- g) Agreeing the total payable in the list of employees with the "Accounts payable to employees" amount in the annual financial statements as at 31st December
- h) Obtaining and inspecting a randomly selected sample of employee confirmation letters and comparing the information to that contained in the list of employees
- i) if applicable examining a selection of bank statements in support of payments
- j) if applicable: examining documents, including agreements with the relevant employee(s) and/or correspondence with the competent body, in support of the representations under j) 1) and 2) above
- k) assess all supporting documents in respect of payables to social and tax authorities in respect of contractual and legal obligations towards the licence applicant's employees;
- I) If, according to the licensor, there is an amount due as at 31st March that refers to payables in respect of contractual and legal obligations towards its employees or to social and tax authorities that arose before the previous 31st December, examining that, by 31st March at the latest:
  - 1. an agreement has been reached as per 10.4.5 ii) below
  - 2. a dispute has arisen as per 10.4.5 iii) and iv) below



#### **LICENSOR DECISION**

The licence must be refused:

- a) If the information in respect of payables overdue towards employees and/or revenue/social/tax authorities is not submitted to the licensor.
- **b)** If the licence applicant submits information that does not meet the minimum disclosure requirements.
- **c)** If the licence applicant has payables overdue towards employees and/or revenue/social/tax authorities as at 31st December or as at 31st July, preceding the season to be licensed.

For the purpose of the licensing system, if the licence applicant has overdue payables at 31st December or at 31st July, preceding the season to be licensed (see point C above), the licence may still be granted if the licence applicant is able to prove by the following 28th February or 31st July that:

- I. It has fully settled; i.e. paid in full the overdue payables, unless otherwise individually agreed with the creditor; or
- II. It has concluded a written agreement with the creditor to extend the deadline of the payment of these payables overdue (This agreement must be provided to the FAI Club Licensing Department) (Note, if the creditor has not requested payment of an overdue amount, this is not considered as an extension of the deadline for payment); or
- III. Proceedings have been opened with the competent authority according to national legislation, or proceedings have been opened with the statutory national or international football authorities or relevant Arbitration Tribunal, with regard to these payables overdue.
- IV. If the decision-making bodies consider that proceedings may have been opened by the licence applicant with the sole purpose to bring overdue balances into the disputed category (as a way of creating a situation as described in iii) above and 'buying time'), the licensor may request additional evidence in order to be satisfied that it is 'a not obviously unfounded dispute'.
- V. It has contested 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 reasonable satisfaction of the relevant decision-making bodies (licensor and/or UEFA Club Financial Control Body) that the claim which has been brought or the proceedings which have been opened are manifestly unfounded.



# 11.5 Written representations prior to the licensing decision

No.	Grade			Description
	UEFA	Premier	First	
FIN 1.05	A	A	A	Within five business days prior to the start of the period in which the licensing decision is to be made by the Club Licensing Committee, the licence applicant must make written representations to the licensor.  The written representations must confirm;  a) That all documents submitted to the licensor are complete and accurate and in compliance with the FSR regulations 2022; 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);  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.  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.

#### 11.5.1 REPORTING PERIOD

The licence applicant must prepare and submit to the licensor a management representation letter, within the five-business day period prior to the start of the period in which the licensing decision is to be made by the Club Licensing Committee.

The deadline date must be defined by the licensor and communicated, in advance, to the licence applicants in writing.

#### INFORMATION TO BE PREPARED BY THE LICENCE APPLICANT

Each licence applicant must prepare and submit to the licensor a management representation letter. The management representation letter must confirm;

- a) That all documents submitted to the licensor are complete and correct;
- b) Whether or not any significant change in relation to all the licensing criteria has occurred;
- c) Whether or not there have been any significant and/or material economic events or conditions since the balance sheet date of the preceding audited annual financial statements. If any such



- event has occurred, the management representation 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.
- d) Whether or not the licence applicant (or the registered member of the UEFA member association which has a contractual relationship with the licence applicant within the meaning of Article 14 in the UEFA Club Licensing and Financial Sustainability Regulations Edition 2022) 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 (including voluntary or mandated administration procedures) within the 12 months preceding the licence season.

Approval by management shall be evidenced by way of a signature on behalf of the executive body of the licence applicant. The licensor may request additional information and/or representation from management.

Examples of events or conditions which, individually or collectively, may be considered to be of a significant and/or material nature include:

- a) Fixed term borrowing approaching maturity without realistic prospects of renewal or repayment;
- b) Indications of withdrawal of financial support by financiers and other creditors;
- c) Substantial operating losses since the last submitted financial statements;
- d) Inability to pay creditors on due dates:
- e) Inability to comply with the terms of loan agreements with finance providers;
- f) Discovery and confirmation of material fraud or errors that show the financial statements are incorrect:
- g) Determination of pending legal proceedings against the applicant that result in claims that are h) unlikely to be satisfied:
- h) 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;
- i) A significant change of key management;
- j) 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;
- **k)** Any new investment contracts the club has entered into:
- I) Any transfer agreement which would have a significant impact on the clubs financial situation.

This listing is not exhaustive, nor does the existence of one or more of the items always signify that an adverse impact on the licence applicant's financial position exists.

#### **ASSESSMENT OF THE WRITTEN REPRESENTATIONS**

The assessment procedures in respect of criterion FIN 1.05 will be undertaken by the FAI Finance Department. In respect of the written representation letter, the licensor must 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 license applicant. The licensor may decide to have this assessment carried out by an auditor.

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.

In the case of a UEFA Licence application, If the licence applicant or any parent company of the licence applicant included in the reporting perimeter is seeking protection or has received protection from its creditors pursuant to laws or regulations (including voluntary or mandated administration procedures) within the 12 months preceding the licence season then the UEFA licence must be refused. For the avoidance of doubt the UEFA 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.

# (Additional UEFA Licence requirement)

The licensor must check that the total amount paid in the latest reporting period to or for the benefit of agents/intermediaries and the last audited annual financial information assessed by the licensor have been made publicly available either on the licence applicant's website or the licensor's website.



#### LICENSOR DECISION

The licensor shall, as part of his assessment, read and consider the information in respect of any significant and/or material event or condition, in combination with the historic financial information and future financial information provided by the licence applicant.

The licence must be refused:

- a) If the management representations letter is not submitted to the licensor within the defined deadline.
- b) If, based on the information in respect of any significant and/or material economic event or condition, historic financial information and future financial information that the licensor has assessed, in the licensor's judgement, the applicant may not be able to continue as a going concern until at least the end of the season to be licensed.
- c) If the auditor's report has, in respect of going concern, either of a key audit matter or a qualified 'except for' opinion, unless either:
- **d)** a subsequent audit opinion without going concern of a key audit matters or qualification is provided, in relation to the same financial year; or
- e) 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 his satisfaction.



# 11.6 MANAGEMENT ACCOUNTS

No.	Grade			Description
	UEFA	Premier	First	
FIN 1.06	A	A	A	MANAGEMENT ACCOUNTS  The licence applicant must supply management accounts for the month ending May, August and November in the format specified by the FAI. The accounts must be received no later than the 15th day of June, September & December respectively. The accounts must be accompanied by a detailed explanation for all variances greater than 10% from budget. The management accounts do not need to be audited. The management accounts will also be reviewed as part of the review of the Salary Cost Protocol.  The licence applicant must have the accounts signed and dated by the CEO and Club Finance Officer.

#### 11.6.1 REPORTING PERIOD

Management accounts for must be submitted on or before the 15<sup>th</sup> day of the following month. The management account submission for November due on or before December 15<sup>th</sup> must include a final year to date figure for the 12 months from December 1<sup>st</sup> to December 31<sup>st</sup>. These figures must be used for the clubs final Salary Cost Protocol declaration (See FIN 1.10). These management accounts must reconcile the year to date 'Relevant Income' and 'Total Salary Cost' figures under the year to date heading in the November management accounts to the annual audited financial statements and to the final Salary Cost Protocol declaration. The reconciliation must be examined by each clubs auditors and must be signed and dated by the auditors.

#### INFORMATION TO BE PREPARED BY THE LICENCE APPLICANT

The licence applicant must submit management accounts in the format specified by the FAI. All variances greater than 10% from budget must be accompanied by a commentary explaining the reasons for the variance.

# **ASSESSMENT OF THE INFORMATION**

The management accounts will be reviewed on a continuous basis and will be used as part of the Future Financial Information (see criterion FIN 1.07) and Salary Cost Protocol (FIN 1.10) assessment and in conjunction with the clubs reported attendance figures to ensure consistency and accuracy of reporting.

#### LICENSOR DECISION

As part of his assessment, the licensor shall examine the management accounts. Sanctions may be applied where:

- a) No management accounts are provided
- **b)** Management accounts are not provided in a timely manner.
- c) The licensee deliberately attempts to mislead the licensor with incorrect or inaccurate management accounts.



d) The final year to date management account figures for December are not reconciled to the annual audited financial statements or the final salary cost protocol declaration

# 11.7 FUTURE FINANCIAL INFORMATION

No.	Grade			Description
	UEFA	Premier	First	
FIN 1.07	A	A	A	Future financial information shall be prepared and submitted by the licence applicant, consisting of:  1) A budgeted profit and loss account; 2) A budgeted cash flow; and 3) Explanatory notes including assumptions and risks and comparison of budget to actual figures.  The future financial information shall be based on assumptions that are not unreasonable and meet the minimum disclosure requirements defined by this manual.

#### 11.7.1 REPORTING PERIOD

The licence applicant must prepare future financial information covering the period 1<sup>st</sup> August 2023 to 31<sup>st</sup> December 2024The information must be prepared on a monthly basis i.e. the budget for each month must be shown separately and immediately follow the information submitted for the July management accounts (as per 10.5 Management Accounts).

#### INTRODUCTION TO THE MINIMUM REQUIREMENTS FOR FUTURE FINANCIAL INFORMATION

The licence applicant must prepare and submit future financial information consisting of:

- 1. A budgeted profit and loss account;
- 2. A budgeted cash flow; and
- 3. Explanatory notes, including assumptions and risks and comparison of budget to actual figures. There must also be a statement that the future financial information has been prepared on a consistent basis with the audited annual financial statements.

The future financial information schedules must include, as a minimum, a comparative profit and loss account and cash flow statement for the immediately preceding financial year.

In addition, the following information shall be disclosed:

- 1. The name and legal form of the reporting entity and any change in that information from the preceding statutory closing date;
- 2. Whether the financial information covers the individual entity or a group of entities or some other combination of entities; and
- 3. The presentation currency.

The future financial information must be based on assumptions that are not unreasonable.



The future financial information, together with the assumptions upon which they are based, must be approved by management and this must be evidenced by way of a brief statement and signature on behalf of the executive body of the licence applicant.

#### MINIMUM REQUIREMENTS FOR THE CONTENT OF FUTURE FINANCIAL INFORMATION

The future financial information must include, as a minimum:

- a) In respect of the budgeted profit and loss account, the equivalent of each of the line items listed from (i) to (xlix) in 10.1.3, plus the total equity at the beginning of the period and budgeted for the end of the period; and
- b) In respect of the budgeted cash flow, budget cash flows during the period(s) classified by operating, investing and financing activities, in a manner which management consider most appropriate.

Additional line items or notes shall be included if they provide clarification or if their omission would make the future financial information misleading.

A licence applicant must apply the same accounting policies for its future financial information as are applied to its annual audited financial statements, except for accounting policy changes which have been made after the date of the most recent annual audited financial statements and which are to be reflected in the next annual audited financial statements. In such a case, details of the changes shall be disclosed.

The future financial information must include a brief description of each of the significant assumptions (by reference to the relevant aspects of historic financial and other information) that have been used to prepare the budgeted profit and loss account and cash flow statement, and also briefly describe the key risks that may affect the future financial results.

This manual does not prescribe the basis for recognition or measurement of transactions and other events and does not prescribe the basis for determining reasonable assumptions, except that the bases adopted should be consistent with those used in the licence applicant's historic financial information. Hence, each of the significant assumptions should be described by reference to the relevant aspects of historic financial and other information.

For the purpose of the minimum requirements of criterion FIN 1.07, there is no requirement for a balance sheet to be prepared. However, it is good practice for the licence applicant to prepare a balance sheet, integrated with the profit and loss account and cash flow, covering the same period.

# **ASSESSMENT OF THE FUTURE FINANCIAL INFORMATION**

The procedures to be undertaken by the FAI Finance Department may include the following tests:

- 1. Check whether the future financial information is arithmetically accurate;
- 2. Through discussion with management and review of the future financial information, determine whether the future financial information has been prepared using the disclosed assumptions and risks:
- 3. Check that the opening balances contained within the future financial information are consistent with the management accounts shown in the immediately preceding management accounts submission and
- 4. Check that the future financial information has been formally approved by the executive body of the licence applicant.
- 5. If applicable, examine corresponding supporting documents such as sponsors agreements, bank statements etc.

#### LICENSOR DECISION

The licence must be refused:

1. If the future financial information is not submitted within the set deadlines;



2. If, based on the historic financial information and future financial information, in the licensor's judgement, it would be unreasonable to assume the applicant will be able to continue as a going concern until at least the end of the season to be licensed.

# 11.8 Duty to Update Future Financial Information

No.	Grade			Description
	UEFA	Premier	First	
FIN.	Α	Α	Α	DUTY TO UPDATE FUTURE FINANCIAL INFORMATION
1.08				The licensee must prepare and submit an updated version of the future financial information as and when required by the FAI Finance Department or in the event of a <b>SIGNIFICANT CHANGE</b> in the club's budgetary position (prepared according to FIN 1.07).
				The updated future financial information shall meet the minimum disclosure requirements defined by this manual.

#### 11.8.1 Purpose of the Criterion

The production and continuous review and amendment of future financial information will provide all clubs with a valuable resource in planning and evaluating the clubs financial outlook. The preparation of the information can help improve the clubs economic and financial capability. Financial budgeting and its subsequent monitoring is good business practise and by implementing the rotational budgeting system all clubs will be in a position to utilise the most up to date information to ensure that the budgets are as accurate as possible. By accurately predicting cash flow timings clubs can significantly improve their month to month and year to year financial stability.

# INFORMATION TO BE PREPARED BY THE LICENSEE

The licensee must prepare and submit updated future financial information that must be based on assumptions that are not unreasonable and consisting of:

- 1. Budgeted profit and loss account;
- 2. Budgeted cash flow statement; and
- 3. Explanatory notes, including assumptions and risks and comparison of updated budget figures to original budget figures. There must also be a statement that the future financial information has been prepared on a consistent basis with the preceding audited annual financial statements.

To comply with criterion FIN 1.08, the licensee must prepare and submit the same minimum level of detail in the future financial information schedules as set out in FIN 1.07 above. This manual does not prescribe the basis for recognition or measurement of transactions and other events and does not prescribe the basis for determining reasonable assumptions.

The updated future financial information, together with the assumptions upon which they are based, must be approved by management and this must be evidenced by way of a brief statement and signature on behalf of the executive body of the licence applicant.

The updated future financial information schedules must also include, as a minimum the original budgeted profit and loss account and cash flow figures in respect of the six-month period immediately preceding the interval date (as submitted in accordance with criterion FIN 1.07).



# **ASSESSMENT OF THE UPDATED FUTURE FINANCIAL INFORMATION**

The licensor will read and consider the future financial information provided to it in conjunction with the management accounts prepared and submitted according to FIN 1.06. The licensor may request any additional information it believes is necessary.

# **LICENSOR DECISION**

The licensee may be sanctioned:

- a) If the updated future financial information is not submitted within the defined deadline.
- **b)** If the licensee submits information that does not meet the minimum information requirements for the content.
- c) If the licensee does not submit further information and/or representations from management regarding its plans for the future, if such information/representations have been requested by the licensor, or if such information/representations are not complete.



# 11.9 DUTY TO NOTIFY SUBSEQUENT EVENTS

No.	Grade			Description
	UEFA	Premier	First	
FIN 1.09	A	A	A	DUTY TO NOTIFY SUBSEQUENT EVENTS  Following the licensing decision by the decision-making body, the licensee must within 5 business days 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 season for which the licence has been granted.

#### 11.9.1 REPORTING PERIOD

After it has been issued a licence, up until the end of the season for which the licence has been granted, the licensee must promptly notify the licensor in writing of any *subsequent event* that may cast significant doubt upon the licensee's ability to continue as a going concern up to the end of the season for which the licence has been granted.

At any time, the licensor may request information and/or written representations from management about any possible such events or conditions.

#### INFORMATION TO BE PREPARED BY THE LICENSEE

The information prepared by management must include a description of the nature of the event or condition and an estimate of its financial effect, or a statement (with supporting reasons) that such an estimate cannot be made. The licensor may request additional information and/or representations from management.

Some examples of events or conditions which, individually or collectively, may cast significant doubt about the licensee's ability to continue as a going concern until at least the end of the season for which the licence has been granted are listed in section 10.5.2 a) to I).

# **ASSESSMENT OF THE SUBSEQUENT EVENTS**

The assessment procedures in respect of criterion FIN 1.09 will be undertaken by the FAI Finance Department.

#### **LICENSOR DECISION**

The licensee must be sanctioned if any subsequent event that may cast significant doubt about the licensee's ability to continue as a going concern until at least the end of the season for which the license has been granted, is not notified to the licensor without undue delay.



# 11.10 SALARY COST PROTOCOL

No.	Grade			Description
	UEFA	Premier	First	
FIN 1.10	A	A	A	SALARY COST PROTOCOL  The licensee must not incur related expenditure on player, management and coaching salary costs greater than 65% of its relevant income for the corresponding financial year. The club must also at no point during the season have projected year end related expenditure on player, management, and coaching salary costs greater than 65% of its projected year end relevant income.

The salary cost protocol declaration must be audited and submitted on or before 30 September with the annual audited financial statements (or by 31st March if applying for a UEFA licence).

#### 11.10.1 INFORMATION TO BE PREPARED BY LICENCE APPLICANT

For the purpose of criterion FIN 1.10, the term 'player, management, and coaching staff' includes the following persons:

- All players registered with the League of Ireland
- All managers and coaches engaged in a technical capacity with the clubs first team

The licence applicant must prepare and submit salary cost protocol documentation consisting of;

- a) Relevant Income schedule
- b) Related Expenditure schedule
- c) Salary Cost % Summary
- **d)** List of all persons included in the salary cost protocol declaration including players, managers and coaches.
- e) Bonus schedule
- f) Assumptions

Updated salary cost documentation may be required from the licence applicant. These updated projections must include detailed notes and assumptions explaining the movement from the original projections.

Should a licence applicants salary cost % reach 55% or higher of their projected year end relevant income during the course of the season, the applicant will be notified by the licensor of this position. The applicant must clarify, and provide documentation (if applicable), as to how they will remedy the situation to ensure they do not exceed the 65% threshold by the end of the period. The licence applicant may be sanctioned should a sufficient and acceptable remedy not be outlined to the licensor's satisfaction that the 65% threshold will not be exceeded.

The figures in the declaration under the headings 'Relevant Income' and 'Total Player Salary Cost' must be reconciled to the figure under the headings 'Revenue/Turnover' and 'Total Employee Costs' in the audited financial statements (see 10.1.5). This reconciliation must be examined by each clubs auditors and must be signed and dated by the auditors as correct.



# **ASSESSMENT OF INFORMATION**

The documentation supplied by the licence applicant will be reviewed and compared to the monthly management account submissions. A report may be provided to the licence applicant on 3 occasions during the season:

- 1) Budget Report may be issued prior to the commencement of the season.
- 2) Mid-Season Report may be issued prior to the opening of the July transfer window
- 3) Final Report may be issued following the submission of the final salary cost protocol declaration and the audited financial statements.

Any licensee in breach of the protocol based on management accounts will be informed of the breach in writing. The licensee will also informed by letter of any sanctions to be applied as a result of the breach.

#### LICENSOR DECISION

The licensee may be sanctioned:

- a) If the licensee breaches the salary cost protocol by virtue of submitting projected year end related expenditure on player, management, and coaching salary costs greater than 65% of its projected year end relevant income.
- b) If the licensee at any time during the season in its management accounts projects related expenditure on player, management, and coaching salary costs greater than 65% of its projected year end relevant income, unless the licensee can provide documentation detailing the future injection of funds in line with relevant income criteria which would lead to the final player cost salary figure being less than 65% of relevant income.
- c) If the licensee fails to submit monthly or quarterly management accounts thus preventing the FAI Club Licensing Department from examining the club's adherence to the salary cost protocol.
- d) If the licensee deliberately submits materially incorrect or inaccurate management accounts.
- **e)** If the licensee cannot reconcile the salary cost protocol information it has supplied to the relevant figures in the audited financial statements.

The licensee will be sanctioned:

f) If having reviewed the actual figures per the audited financial statements the licensee is found to have incurred related expenditure on player, management, and coaching salary costs in excess of 65% of its relevant income for the year.

A breach of the salary cost protocol per audited financial statements from the prior season may be subject to a points deduction in the current season. This is to reflect that the licence applicant may have gained an unfair advantage in the prior season as a result of breaching the salary cost protocol.



## 11.11 TAX CLEARANCE CERTIFICATE

No.	Grade		de Description			
	UEFA	Premier	First			
FIN 1.11	A	Α	Α	TAX CLEARANCE CERTIFICATE  The Licence Applicant must provide the licensor with their Tax number and a valid tax clearance access number valid not later than the deadline for League		
			of Ireland clubs to submit financial documentation in September of each year. A further tax clearance certificate should be submitted as part of the audited documentation provided.			
				Where an applicant or licensee has more than one company, an up to date and valid Tax number and a valid tax clearance access number for all group companies must be submitted.		
				The license applicant must provide the licensor with the most up to date tax clearance access number, as it becomes available throughout the reporting period.		
			The license applicant must provide a letter to the Revenue Commissioners to allow relevant FAI finance staff be updated as and when required.			



## 11.12 Monitoring - No payables overdue towards football clubs, the FAI or bodies affiliated to the FAI- Enhanced— UEFA Licensees Only

No.	Grade			Description	
	UEFA	Premier	First		
FIN 1.12	Α	Α	Α	NO PAYABLES OVERDUE TOWARDS FOOTBALL CLUBS, THE FAI, OR BODIES AFFILIATED TO THE FAI - ENHANCED	
				The licensee must prove that it has no payables overdue towards football club the FAI, or bodies affiliated to the FAI arising from football activities, transf activities, mandatory compensation or solidarity payments as at 30th June ar as at 30th September of the year in which the UEFA Men's club competition commences.	

The criterion is to be assessed as at 30th June of the season to be licensed.

#### 11.12.1 INFORMATION TO BE PREPARED BY THE LICENSEE

For the purpose of criterion FIN 1.12, payables are only those amounts due towards football clubs arising from the *direct costs of acquiring a player's registration*. These include training compensation as defined in the "FIFA Regulations for the Status and Transfer of Players" as well as clauses for future compensation.

Agreements between clubs for the transfer of a player's registration often include clauses for future compensation payments dependent on certain conditions being met at some stage in the future (i.e. contingent liabilities). Typically, these clauses are related to the future 'success' of the player concerned and/or the new club he plays for – for example, number of appearances, goals scored, international caps, promotion of the club, avoiding relegation, qualification for European competition. Until a particular condition is actually met, the associated liability is not a payable and cannot be overdue.

If a dispute arises between clubs about payables arising from transfer activities, mandatory compensation or solidarity payments, and if the matter is 'a not obviously unfounded dispute' submitted to a competent authority, and is at 30<sup>th</sup> June subject to resolution by the competent national or international body, then for the purpose of criterion FIN 1.12 the matter is not an 'overdue payable'. The licensee must disclose all transfers subject to legal proceedings before a national or international sporting body, arbitration tribunal or state court.

A payable is not considered overdue if the licensee is able to demonstrate to the reasonable satisfaction of the relevant decision-making bodies (licensor and/or UEFA Club Financial Control Body) that it has taken all reasonable measures to identify and pay the creditor club(s) in respect of training compensation and solidarity contributions (as defined in the FIFA Regulations on the Status and Transfer of Players).

#### 11.12.2 Transfer payables - UEFA LICENSEE

For UEFA licence holders, the licensee must disclose information about all transfers irrespective of whether there is an amount outstanding.

The transfer payables information must contain a separate entry in respect of each player ``acquisition (including loans) for which there is an amount outstanding to be paid at 30<sup>th</sup> June.



The following information must be given as a minimum:

- a) player (identification by name and date of birth);
- b) date of the transfer/loan agreement;
- c) the name of the football club that formerly held the registration;
- d) transfer (or loan) fee paid and/or payable (including training compensation and solidarity contributions) even if payment has not been requested by the creditor;
- e) other direct costs of acquiring the registration paid and/or payable;
- f) amount settled/paid and payment date; and
- **g)** the balance in respect of each player acquisition payable at 30<sup>th</sup> June/30<sup>th</sup> September, detailed by due date(s) for each unpaid element of the transfer payables.
- **h)** Conditional amounts (contingent liabilities) not yet recognised in the balance sheet as of 30<sup>th</sup> June / 30<sup>th</sup> September.
- i) Amounts subject to any claim/proceedings pending as at 30 June/30 September.

The licensee must reconcile the total liability per the transfer payables information with the figure in the balance sheet (if applicable) for 'Accounts payable relating to player transfers'. The licensee is required to report in this information all overdue payables even if payment has not been requested by the creditor.

The transfer payables information must be approved by management and this must be evidenced by way of a brief statement and signature on behalf of the executive body of the reporting entity.

If the licensee has overdue payables as of 30<sup>th</sup> June of the year that the League of Ireland season or UEFA Men's club competitions commence then it must prove that, as at the following 30<sup>th</sup> September, it has no overdue payables towards football clubs, the FAI, or bodies affiliated to the FAI as a result of transfer activities undertaken up to 30<sup>th</sup> September.

The licensor may request further information.

It is recommended that similar information be provided by each licensee for the player transfer receivables (i.e. receivables arising from the transfer of player registrations to other clubs).

#### 11.12.3 SIGNED STATEMENT - LEAGUE LICENSEE

The League licensee must provide a signed statement from the Club Chairman and Finance Officer, stating whether or not the club has any payables overdue towards football clubs, the FAI, or bodies affiliated to the FAI arising from transfer activities, mandatory compensation or solidarity payments as at 30<sup>th</sup> June each year. Where the club had a payable overdue as at 30<sup>th</sup> June but has since paid the outstanding balance this should also be noted by the auditor. Where the club has payables overdue but has reached an agreement with the other party to defer this amount the club must submit the original agreement signed by all parties to the agreement.

#### **ASSESSMENT OF THE INFORMATION**

The assessment procedures in respect of criterion FIN 1.12 will be undertaken by the FAI Finance Department.

The procedures to be undertaken by the FAI Finance Department may include the following tests:

- a) Reading the transfer payables information prepared by management;
- **b)** Making enquires of management regarding the compilation of the transfer payables information; and
- **c)** Comparing the information to the sources from which it was obtained.



## 11.13 Monitoring - No payables overdue towards employees and Revenue/social/tax authorities - Enhanced - UEFA Licensees Only

No.	Grade			Description		
	UEFA	Premier	First			
FIN	Α	Α	Α	NO PAYABLES OVERDUE IN RESPECT OF EMPLOYEES - ENHANCED		
1.13.A				The licensee must prove that, in respect of contractual and legal obligations with its employees, it has no payables overdue towards employees as at 30 <sup>th</sup> June and as at 30 <sup>th</sup> September of the season to be licensed.		
FIN 1.13.B	Α	Α	Α	NO PAYABLES OVERDUE TOWARDS REVENUE/SOCIAL/TAX AUTHORITIES - ENHANCED		
				The licensee must prove that, in respect of contractual and legal obligations with its employees, it has no payables overdue towards revenue/social/tax authorities as at 30 <sup>th</sup> June of the season to be licensed and as at 30 <sup>th</sup> September of the season to be licensed.		

#### 11.13.1 INFORMATION TO BE PREPARED BY THE LICENSEE

For the purpose of criterion FIN 1.13.A, the term 'employees' includes the following persons:

- All professional players according to the applicable FIFA Regulations for the Status and Transfer of Players, and
- All staff listed in Chapter 8 of the Club Licensing Manual from PAD 1.01 to PAD 3.07 and all staff employed by the club. This also includes staff members who were owed money from previous licensing cycles.

For the purpose of criterion FIN 1.13.B, the term 'revenue/social/tax authorities' includes the Collector General – Revenue Authorities.

Amounts payable at 30<sup>th</sup> June will sometimes include amounts due to people who, for various reasons, are no longer employed by the licensee. Regardless of the way such payables are accounted for in the financial statements, they fall within the framework of criterion FIN 1.13.A which requires the obligation to be settled/paid within the period or duration stipulated in the contract and/or defined by law.

If the licensee has overdue payables as of 30<sup>th</sup> June of the year that the League of Ireland season or UEFA Men's club competitions commence then it must prove that, as at the following 30<sup>th</sup> September, it has no overdue payables towards employees and revenue/social/tax authorities that arose prior to 30<sup>th</sup> September.

#### 11.13.2 LIST OF EMPLOYEES

The licensee shall prepare a schedule showing all employees who were employed at any time during the 6 months to 30<sup>th</sup> June of the season to be licensed; i.e. not just those who remain at 30<sup>th</sup> June. The schedule shall be submitted to the licensor. (This listing should assist the licensee in calculating the average number of employees as required to be disclosed in the notes to the accounts.)

The following information must be given, as a minimum, in respect of each employee:

- a) Name of the employee:
- b) Position/Function of the employee;



- c) Start date;
- d) Termination date (if applicable); and
- e) Balance overdue as at 30<sup>th</sup> June/30<sup>th</sup> September, including the due date for each overdue element.
- f) Amounts subject to any claim/proceedings pending as at 30 June/30 September

The employees schedule must be approved by management and this must be evidenced by way of a brief statement and signature on behalf of the executive body of the licensee.

#### 11.13.3 SIGNED STATEMENT

The League licensee must provide a signed statement from the Club Chairman and Finance Officer stating whether or not the club has any payables overdue towards employees and/or revenue/social/tax authorities as at 30<sup>th</sup> June . Where the club had a payable overdue as at 30<sup>th</sup> June but has since paid the outstanding balance this should also be noted by the auditor. Where the club has payables overdue but has reached an agreement with the relevant party to defer this amount the club must submit all original agreement signed by all parties to the agreement.

#### 11.13.4 DOCUMENTATION IN RESPECT OF PAYABLES TOWARDS REVENUE/SOCIAL/TAX AUTHORITIES

The licensee shall submit to the FAI Club Licensing Department, the necessary documentary evidence showing the amount payable (if any), as at 30<sup>th</sup> June of the season to be licensed, to the competent revenue/social/tax authorities in respect of contractual and legal obligations with its employees.

The following information must be given, as a minimum, in respect of each overdue payable towards social/tax authorities, together with an explanatory comment:

- a) Name of the creditor;
- b) Balance overdue as at 30th June/30th September, including the due date for each overdue element; and
- c) Amounts subject to any claim/proceedings pending as at 30th June/30th September

#### **ASSESSMENT OF THE INFORMATION**

The assessment procedures in respect of criterion FIN 1.13.A and FIN 1.13.B will be undertaken by the FAI Finance Department as and when required.

The procedures to be undertaken by the FAI Finance Department may include the following tests:

- a) Comparison of wages to contracts registered with the FAI;
- **b)** Benchmarking of wages relative to other players;
- c) Obtaining and inspecting confirmation letters from employees;
- d) Comparing the information to the sources from which it was obtained;
- **e)** Checking the calculation of tax deductions on a sample basis and seeking evidence of payment to the Revenue Commissioners on a timely basis;
- f) Checking adherence to the terms of agreements with Revenue Commissioners relating to payments of tax arrears;
- **q)** Examination of expenses paid to employees.



# APPENDIX I: Annual financial reporting: overall considerations and underlying principles [Illustrative]

This appendix provides additional commentary about the underlying principles of accounting practice, such that the accounting practice provides a suitable framework for the preparation and presentation of financial statements.

#### Fair presentation and compliance with accounting standards

Financial statements shall present fairly the financial position, financial performance and cash flows of an entity. Fair presentation requires the faithful representation of the effects of transactions, other events and conditions in accordance with the definitions and recognition criteria for assets, liabilities, income and expenses set out in the framework.

A fair presentation also requires an entity:

- a) to select and apply accounting policies in accordance with applicable accounting standards;
- **b)** to present information, including accounting policies, in a manner that provides relevant, reliable, comparable and understandable information;

C)

d) to provide additional disclosures when compliance with the specific requirements in the applicable accounting standards is insufficient to enable users to understand properly the impact of particular transactions, other events and conditions on the entity's financial position and financial performance or when the omission of the 'additional disclosures' would render the information presented as misleading.

Inappropriate accounting policies are not rectified either by disclosure of the accounting policies used or by notes or explanatory material.

#### Going concern

When preparing financial statements, management shall make an assessment of an entity's ability to continue as a going concern. Financial statements shall be prepared on a going concern basis unless management either intends to liquidate the entity or to cease trading, or has no realistic alternative but to do so.

When management is aware, in making its assessment, of material uncertainties related to events or conditions that may cast significant doubt upon the entity's ability to continue as a going concern, those uncertainties shall be disclosed. When financial statements are not prepared on a going concern basis, that fact shall be disclosed, together with the basis on which the financial statements are prepared and the reason why the entity is not regarded as a going concern.

In assessing whether the going concern assumption is appropriate, management takes into account all available information about the future, which is at least, but is not limited to, twelve months from the balance sheet date. The degree of consideration depends on the facts in each case. When an entity has a history of profitable operations and ready access to financial resources, a conclusion that the going concern basis of accounting is appropriate may be reached without detailed analysis. In other cases, management may need to consider a wide range of factors relating to current and expected profitability, debt repayment schedules and potential sources of replacement financing before it can satisfy itself that the going concern basis is appropriate.



#### Accrual basis of accounting

An entity shall prepare its financial statements, except for cash flow information, using the accrual basis of accounting. Under this basis, the effects of transactions and other events are recognised when they occur (and not as cash or its equivalent are received or paid) and they are recorded in the accounting records and reported in the financial statements of the periods to which they relate.

Financial statements prepared on the accruals basis inform users not only of past transactions involving the payment and receipt of cash but also of obligations to pay cash in the future and of resources that represent cash to be received in the future. Hence, they provide the type of information about past transactions and other events that is most useful to users in making economic decisions.

#### Consistency of presentation

The presentation and classification of items in the financial statements shall be retained from one period to the next unless:

- a) it is apparent, following a significant change in the nature of the entity's operations or a review of its financial statements, that another presentation or classification would be more appropriate having regard to the criteria for the selection and application of accounting policies in the applicable accounting standard;
- **b)** a Standard or an Interpretation requires a change in presentation.

#### Materiality and aggregation

Each material class of similar items shall be presented separately in the financial statements. Items of a dissimilar nature or function shall be presented separately unless they are immaterial.

Financial statements result from processing large numbers of transactions or other events that are aggregated into classes according to their nature or function. The final stage in the process of aggregation and classification is the presentation of condensed and classified data, which form line items on the face of the balance sheet, profit and loss account, statement of changes in equity and cash flow statement, or in the notes. If a line item is not individually material, it is aggregated with other items either on the face of those statements or in the notes. An item that is not sufficiently material to warrant separate presentation on the face of those statements may nevertheless be sufficiently material for it to be presented separately in the notes to the statements.

#### Offsetting

Assets and liabilities, and income and expenses, shall not be offset.

It is important that assets and liabilities, and income and expenses, are reported separately. Offsetting in the profit and loss account or the balance sheet, except when offsetting reflects the substance of the transaction or other event, detracts from the ability of users both to understand the transactions, other events and conditions that have occurred and to assess the entity's future cash flows. Measuring assets net of valuation allowances - for example, obsolescence allowances on inventories and doubtful debts allowances on receivables - is not offsetting.

#### **Comparative information**

Comparative information shall be disclosed in respect of the previous period for all amounts reported in the financial statements. Comparative information shall be included for narrative and descriptive information when it is relevant to an understanding of the current period's financial statements.

#### Reporting entity

All compensation paid to employees from contractual or legal obligations must be accounted for in the books of the licence applicant.



## APPENDIX II: Annual financial reporting: model financial statements and commentary [Illustrative]

#### Introduction

These model financial statements illustrate the typical disclosures to meet the minimum requirements of criterion FIN 1.01 for reporting annual financial information. In some instances the commentary and/or the model financial statements contained within this Appendix, illustrate greater disclosures than the minimum requirements; where this is the case, the disclosure is marked as "good practice"

The model financial statements and commentary are only a summary and are not a substitute for using a comprehensive disclosure checklist to meet nationally accepted accounting practice requirements. Reference to the underlying law and accounting standards will be required in more complex situations.

In many cases the wording used in the financial statements is purely illustrative and, in practice, will need to be modified to reflect the specific circumstances of the licence applicant.

The annual financial statements shall be prepared on the basis of accounting standards generally accepted in Ireland. In general, the manual and this appendix are intended to provide illustrative guidance on disclosure and financial reporting. Note that the requirements of national accounting practice may require presentation in a different form, in certain respects, from the illustrative presentation given in this Appendix.

This manual and this Appendix are not meant to provide guidance on accounting practice. However, as set out in 10.1.7 this manual does include specific accounting requirements in relation to player registration costs carried as intangible fixed assets.

## <u>Annual Financial Reporting - Commentary/Guidance</u> Entity name

The name and legal form of the reporting entity should be clearly disclosed.

It must be clear whether the financial information covers the individual entity or a group of entities or some other combination of entities.

Consolidated financial statements are the financial statements of a group presented as those of a single economic entity.

A group is a parent and all its subsidiaries.

A subsidiary is an entity, including an unincorporated entity such as a partnership that is controlled by another entity (known as the parent).

It is a requirement to describe in the financial statements the structure and composition of any such group or combination.

#### Registered number

The reporting entity's registered number should be prominently displayed on the financial statements.

#### Statutory closing date

The statutory accounting date for all entities should be 31st December 20XX



## **Annual Financial Reporting - Illustrative**

#### [Name of Reporting Entity]

[Annual] financial statements for the year/period ended [date] 20XX

Registered Number: [insert]

#### **Contents**

Management review / Directors' report

Audit Report

Balance sheet

Profit and loss account

Cash flow statement

Notes to the financial statements



#### Management review/Directors' report - Commentary/Guidance

[Format and content of directors' report to be in accordance with relevant national law and auditing standards.]

The management review/directors' report must be attached to the financial statements.

#### **Principal activities**

It is good practice to provide details of the principal activities of the entity and any significant changes in those activities during the year.

#### **Business review**

A fair review of the development of the business of the entity during the year and of its position at the year end.

An indication of the likely future developments in the business of the entity. Statements which may be construed as forecasts should be made with due care.

Particulars should be given of any important events affecting the entity (and its subsidiary undertakings) that have occurred since the end of the financial year covered by the financial statements.

#### **Directors**

Disclose the names of persons who were directors of the entity at any time during the year, including the dates of appointment or retirement/resignation.

It would also be good practice to include changes in directors since the end of the financial year and (if applicable) rotation of directors at the annual general meeting.

#### **Directors' interests**

It is good practice to disclose directors' interests. This information is based on the interests notified to the entity by the directors, including those of the directors' spouses and minor children. If no interests are held, this shall also be stated.

Where the licence applicant is reliant on Directors' loans for it's funding, such details would provide good practice disclosures.

#### **Domicile and business address**

The domicile and business address of the entity must be disclosed.

#### Principle risks and uncertainties facing the company

The directors' report shall contain a note highlighted the risks and uncertainties facing the company.

#### **Books of Account**

The directors' report shall contain a statement regarding the keeping of proper books of account and the employment of qualified personnel.

#### **Auditors**

The directors' report shall declare the name of the company's appointed auditors.

#### Approval and signature of directors' report

The directors' report shall be approved by the board of directors and signed by a director or the company secretary on its behalf. The name of the signatory shall be stated.

[Please note that for legal entities incorporated in the Republic of Ireland the relevant Companies Acts disclosures must be met e.g. Statement of Directors' Responsibilities]



#### Management review/Directors' report

The directors present their annual report on the affairs of the entity, together with the financial statements and auditors' report, for the year ended [date] 20XX.

#### **Principal activity**

The principal activity of the entity is the operating of a professional football club together with related and ancillary activities. The business review describes the activities of the entity during the year and likely future developments.

#### **Business review**

A review of the business of the entity, including comment on:

The development and performance of the football club business;

The year-end position;

Underlying trends and factors ( relating to both past and future developments, performance and position); and

Major business developments and plans (for example – stadium projects; new business ventures; significant contracts; major player transfers; etc)

#### **Directors**

The directors, who served throughout the year, except as noted, were as follows:

[insert full list of directors].

#### **Directors' interests**

The directors who held office at [year end date] had the following interests in the shares and debentures of the entity:

[insert details of name of director and shares/debentures held]

[insert details of the name of director, number of shares held and percentage of called up share capital held]

#### **Books of Account**

To ensure that proper books of accounting records are kept in accordance with Section 202 of the Companies Act, [xxxx], the directors have employed appropriately qualified accounting personnel and have maintained appropriate computerised accounting systems. The books of account are located at the company's office at......

#### **Auditors**

Name of appointed auditors

[Address of entity's registered office] By order of the Board,

[Signature]

[Director/Secretary]

[Date] [Name of signatory to be stated]



#### Independent auditors' report - Commentary/Guidance

[Format of auditors' report to be in accordance with International Standards on Auditing or relevant national law and auditing standards.]

The auditors' report on financial statements shall contain:

- a) a title;
- b) the addressee;
- c) an introductory paragraph identifying the financial statements audited and the respective responsibilities of the directors and auditors;
- d) a scope paragraph describing the nature of an audit, including reference to International Standards on Auditing or relevant national standards or practices;
- e) an opinion paragraph referring to the financial reporting framework used to prepare the financial statements and expressing an opinion on whether the financial statements give a true and fair view in accordance with that financial reporting framework;
- f) the date of the report;
- g) the auditors' address; and
- h) the auditors' signature.

Further guidance about auditors' reports is included in Appendix III.



#### **Balance Sheet - Commentary/Guidance**

#### **Introduction**

Licence applicants are required to prepare and present annual financial statements based on the accounting standards required by local legislation. For the purpose of club licensing requirements, the audited financial statements must contain all items listed in section 10.1.

Notwithstanding the national accounting practice, the financial criteria require licence applicants to present a minimum level of historic financial information in the balance sheet – as summarised in section 10.1.2 of the chapter.

The illustrative balance sheet provides an illustration of how the minimum information may be presented. The note numbers opposite refer to the relevant Notes to the financial statements on the following pages.

#### **Approval and signature**

The entity's financial statements must be approved by the board of directors. The entity's balance sheet shall be signed by a director, or more than one director, on behalf of the board, with the name of the signatory stated. Although only one signature is required, it is good practice for the entity's balance sheet to be signed by two directors, usually the chairman or chief executive and the finance director.

The balance sheet date and the period covered by the financial information (for both current and comparative information) shall be disclosed.

#### Classification of assets and liabilities

For each asset and liability line item that combines both amounts expected to be recovered or settled (a) within 12 months after the balance sheet date and (b) more than 12 months after the balance sheet date, the amount expected to be recovered or settled after more than 12 months shall be disclosed separately as long term assets or liabilities.

A liability shall be classified as current when it satisfies any of the following criteria:

- a) it is expected to be settled in the entity's normal operating cycle;
- **b)** it is held primarily for the purpose of being traded;
- c) it is due to be settled within twelve months after the balance sheet date; or
- d) the entity does not have an unconditional right to defer settlement of the liability for at least twelve months after the balance sheet date.

All other liabilities shall be classified as long term.



#### **Balance Sheet - Commentary/Guidance**

#### **ASSETS**

#### Tangible fixed assets

Tangible fixed assets refer to property, plant and equipment. Property, plant and equipment are tangible items that:

Are held for use in the production or supply of goods or services, for rental to others, or for administrative purposes (for example, the club's stadium, training ground and offices); and

Are expected to be used during more than one financial period.

#### Intangible assets

An intangible asset is an identifiable non-monetary asset without physical substance. Intangible fixed assets include the capitalised direct costs of obtaining players' registrations. This total should be disclosed separately (see 10.1.2 of the manual). This disclosure will be supported by a Player identification table although the Player identification table does not have to be included in the annual financial statements.

#### Investments

Investments include investments by the licence applicant in subsidiaries, jointly controlled entities and associates.

A subsidiary is an entity, including an unincorporated entity such as a partnership that is controlled by another entity (known as the parent).

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

Significant influence is the power to participate in the financial and operating policy decisions of the investee but is not control or joint control over those policies.

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

#### Cash and cash equivalents

Cash comprises cash on hand and demand deposits.

Cash equivalents are short-term, highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

#### Accounts receivable from player transfers

Amounts receivable from third parties in respect of the transfer of a player's registration to another football club.

#### Accounts receivable from group entities and other related parties

Refer to note [5] Accounts receivable from group entities and other related parties and note [13] Related party transactions.

#### **Inventories**

Inventories are goods held for resale, such as replica football shirts and club merchandise.



#### **Balance Sheet - Commentary/Guidance - continued**

#### LIABILITIES

#### Loans

Short term loans are defined as loans, or parts thereof, which are due to be settled within 12 months after the balance sheet date – and are to be included under current liabilities. For example, loans from banks, other commercial lenders or from directors.

Long term loans are defined as loans, or parts thereof, which are due to be settled more than 12 months after the balance sheet date – and are to be included under long term liabilities.

#### Accounts payable relating to player transfers

Amounts payable to other parties in respect of the acquisition of players' registrations from other football clubs.

#### Accounts payable to Football Association of Ireland

Amounts due from the entity to the Football Association of Ireland.

#### Accounts payable to group entities and other related parties

Refer to note [10] Amounts payable to group entities and other related parties and note [13] Related party transactions.

#### Accounts payable to employees.

Amounts due from the entity to employees.

#### All tax liabilities/payables to Revenue Authorities.

Amounts due from entity to Revenue Authority including but not limited to social taxes and charges, VAT and corporation taxes.

Tax assets and liabilities shall be presented separately in the balance sheet, with current assets and liabilities distinguished from deferred.

Current tax assets shall be classified within the total for 'accounts receivable – other' if they are not separately disclosed in the balance sheet.

Current tax liabilities shall be separately disclosed.

Deferred tax assets shall be disclosed as a separate line item within long term assets.

Deferred tax liabilities shall be separately disclosed.

Taxes include all taxes which are based on taxable profits, and include taxes, such as withholding taxes, which are payable by a subsidiary, associate or joint venture on distributions to the reporting entity.

#### **Provisions**

A provision is a liability of uncertain timing or amount.

Short term provisions (expected to be settled or utilised within 12 months after the balance sheet date) and long term provisions (expected to be settled or utilised more than 12 months after the balance sheet date) shall be shown separately.



## **Balance Sheet - Commentary/Guidance - continued**

#### **EQUITY**

#### **Capital Reserves**

This should include all Issued capital and reserves including share capital, share premium and other reserves.

#### **Treasury shares**

Treasury shares (own shares) are shares in the company which have been re-acquired by the entity.

#### **Revaluation Reserves**

Reserve created on revaluation of assets.

#### **Revenue Reserves**

Retained earnings (accumulated profit & loss).



## [Illustrative] Balance Sheet

At [date] 20XX

	Notes	[date] 20XX [currency]	[date] 20YY [currency]
Fixed Assets Tangible fixed assets Intangible assets – players Intangible assets – others Investments	7 8 8 6		
Current assets Cash and cash equivalents Accounts receivable from player transfers Accounts receivable from group entities and other related parties Accounts receivable - other Inventories	5		
Current liabilities Bank overdrafts and loans	9		
Accounts payable relating to player transfers Accounts payable to Football Association of Ireland Accounts payable to group entities and other related parties Accounts payable to employees All tax liabilities/payables to Revenue Authorities Accounts payable - other Short term provisions	10		
Net Current Assets/(Liabilities)			
Long Term liabilities Bank and other loans Amounts payable to Football Association of Ireland All tax liabilities/payables to Revenue Authorities Long term provisions	9		
Other long term liabilities	11		
Net assets/(liabilities) Equity Capital Reserves Treasury shares (own shares) Revaluation Reserves	12		
Revenue Reserves Total equity			
The financial statements were approved by the board of of the financial statements were approved by the board of of the financial statements were approved by the board of order of the financial statements.	Director	and authorised fo	or issue on [date].
Name of signatory to be stated]	[Date]		



#### Statement of changes in Equity

#### Opening Balance

This represents the balance of shareholders' equity reserves at the start of the reporting period as reflected in the prior period's statement of financial position.

#### Changes in Share Capital

Issues of further share capital during the period must be added to the statement of changes in equity whereas redemption of shares must be deducted. The effects of issue and redemption of shares must be presented separately for share capital reserve and share premium reserve.

#### Income / Loss for the period

This represents the profit or loss attributable to shareholders during the period as reported in the income statement.

[Illustrative] Statement of Changes in Equity

	Camital	Revenue		
	Capital Reserves	Reserves	Total	
	c	€	€	
At 1 December 20xx				
Surplus for the financial year				
At 31 December 20xx				
Issue of Share Capital				
Surplus for the financial year				

#### At 31 December 20xx



### <u>Profit and loss account – (Statement of comprehensive income)</u> Commentary/Guidance

#### Introduction

Licence applicants are required to prepare and present annual financial statements based on the accounting standards required by local legislation. For the purpose of club licensing requirements, the audited financial statements must contain all items listed in section 10.1.3 of chapter 10

The financial criteria require licence applicants to present a minimum level of historic financial information in the profit and loss account – as summarised in section 10.1.3 of chapter 10The illustrative profit and loss account provides an illustration of how the minimum information should be presented

#### **Presentation**

Additional line items, headings and subtotals shall be presented on the face of the profit and loss account when such presentation is relevant to an understanding of the entity's performance. When items of income and expense are material, their nature and amount shall be disclosed separately. Circumstances that could give rise to the separate disclosure of specific items of income and expense include, for example, disposals of items of property, plant and equipment, litigation settlements and other reversals of provisions.

#### Revenue

Match Revenue

1) Season Tickets

Include in relevant season. Where season tickets are sold covering more than one season, income should be pro-rated.

2) Gate Receipts

Actual receipts received from patrons, to be split between Domestic and UEFA Competition where applicable.

#### Other Football Income

1) Transfer Income

Income received in relation to the transfer of a player's registration.

2) Programme Sales

Income from sales of match day programmes, club magazines, fanzines, yearbooks or any other club publications.

3) Club Shop

Income received from sales in club confectionary stores.

#### Commercial

1) Sponsorship

All club sponsorship income including but not limited to kit sponsorship, ball sponsorship, match day sponsorship & water sponsorship

Fundraising

Include all incomes from all fundraising activities run by the club during the season

Supporters Club Donations

Include all income received from supporters club or individual supporters raised to assist the club in financing its activities.

**Ground Hire** 

Include all income received from the hiring of club grounds including any bar or conference facilities. Club Merchandising

Include all income from the sale of merchandising bearing the club logo.

Catering & Hospitality

Include any income received from hospitality events and the catering of events held at the clubs facilities.

Advertising

Include all income received for advertising, including but not limited to, programme advertising, hoarding (pitch side) advertising, PA announcements and media backgrounds.



#### **Bar Profit/Contribution**

Include the profit from the bar or the contribution received from the social club who hold the bar license. An income and expenditure statement for the bar must be provided as a note to the financial statements.

#### FAI

Include all funding receivable under the applicable headings in Relevant Income schedule.

#### **UEFA**

TV Income

Include all monies received from TV rights for UEFA games

#### Prize Money

Include all prize money receivable from participation in UEFA competitions.

#### **Investments**

Corporate & Private Sponsorship

Include any non-repayable incomes streams received from benefactors including company shareholders, committee members or other investors. Player, Team & Stadium sponsorship income should be included here.

#### **Other Operating Income**

Interest Received

Include all bank interest receivable.

#### Other Income

Include all other forms of income here as applicable, where there is doubt surrounding the appropriateness of including income streams or not the club should contact the FAI Internal Compliance Officer for clarification.



### <u>Profit and loss account – (Statement of comprehensive income)</u> Commentary/Guidance

#### **Expenses**

Cost of sales/materials includes all expenses incurred in the running of a football match.

**Match Day Expenses** should represent the costs incurred in hosting a home match, including but not limited to; security costs (including stewarding and Garda costs), plant hire, first aid costs and food and drink for players, referees and officials.

**Match Day Expenses Players** represents the costs associated with away fixtures, including but not limited to; transport costs, pre match meals and accommodation.

**Player salary and expense** are all forms of consideration given by an entity in exchange for service rendered by employees and includes wages and salaries (including bonuses), social contributions, pension costs and termination benefits. This figure will be used to calculate the clubs final compliance with the Salary Cost Protocol and must be reconciled both to the Employee Cost note in the notes to the financial statements and to the final salary cost protocol declaration.

All other expenses should be categorised under the headings as detailed in the illustrative Profit & Loss account as applicable.

#### **Salary Costs**

Player salary costs includes but is not limited to;

**Gross Basic Salary** - A player's gross basic salary as per the contract lodged with the Football Association of Ireland.

**Signing on Fees** - Any initial of deferred 'signing on fee' to be paid the club to the player during the financial year.

Appearance Fees - Any payments that may become due as a result of players reaching a certain number of appearances with the club.

**Bonuses** - Any bonus which may become payable during the course of the season, including but not limited to match, goal, assist, clean sheet, win, draw, champions or cup win bonus. Any lump sum 'Team Bonus' is to separately disclosed under the appropriate heading.

Social Taxes & Charges - All social taxes and charges expenses to be paid by the club must be included.

**Agents Fees** - Any fees paid by the club to agents in relation to transfers or contract extensions including any payments made on behalf of players.

**Pension Contributions** - Any pension contributions due in respect of players.

**Relocations Costs** - Any payments made on behalf of a player in respect of relocation costs, including but not limited to hotel, removal, legal & travel costs.

**Medical & Other Insurances** - Any insurance premiums paid in respect of any player, to include personal accident, health and life insurance whether or not these are specifically provided for under the terms of the employment contract.

**Benefit in Kind (BIK) & Expenses** - The cost to the club of providing any benefit in kind or paying any expense, including but not limited to motor vehicles costs, hotel expenses (other than those directly relating to matches), holiday expenses, personal expenses, gym membership or rental/mortgage allowances.



#### Depreciation and amortisation includes:

depreciation of tangible fixed assets (such as the stadium); amortisation of player registration costs; and amortisation of other intangible fixed assets.

Separate disclosure is required in the financial statements. In this illustration; these items are shown as separately disclosed in the notes to the financial statements. Refer to note [7] (Tangible fixed assets) and [8] (Intangible fixed assets)

#### **Impairment of fixed assets**

Separate disclosure required of impairment of player registration costs and impairment of other tangible or intangible fixed assets. In this illustration; these items are shown as separately disclosed in the notes to the financial statements.

An asset is impaired when the carrying amount of the asset exceeds its recoverable amount. Both tangible assets (for example, a club's stadium) and intangible assets (for example, a player's registration) may be impaired in relevant and applicable circumstances.

Carrying amount is the amount at which an asset is recognised in the balance sheet after deducting any accumulated depreciation (amortisation) and accumulated impairment losses thereon.

Recoverable amount is the higher of an asset's net selling price and its value in use.

Value in use is the present value of estimated future cash flows expected to arise from the continuing use of an asset and from its disposal at the end of its useful life.

Net selling price is the amount obtainable from the sale of an asset in an arm's length transaction between knowledgeable, willing parties, less the costs of disposal.

If, and only if, the recoverable amount of an asset is less than its carrying amount, the carrying amount of the asset should be reduced to its recoverable amount. That reduction is an impairment loss.

An impairment loss must be recognised as an expense in the income statement immediately.

After the recognition of an impairment loss, the depreciation (amortisation) charge for the asset should be adjusted in future periods to allocate the asset's revised carrying amount, less its residual value (if any), on a systematic basis over its remaining useful life.

#### Profit or loss on disposal of fixed assets

In the financial statements, profit or loss on disposal of player registrations shall be reported separately from profit or loss on disposal of other fixed assets, either on the face of the profit and loss account or in the notes to the financial statements.

Profits and losses on disposal of players' registrations shall be shown separately from the amortisation of the players' registrations and cannot be netted off against amortisation expense.

#### **Finance costs**

Finance costs include interest on bank overdrafts and on bank and other loans including any loans from members or directors and any lease charges.

#### Tax charge

Tax charge (or tax credit) is the aggregate amount included in the determination of net profit or loss for the period in respect of current tax and deferred tax - i.e. tax charge will be based on taxable profits.



## Profit and loss account - [Illustrative] Profit and loss account

For the year ended [date] 20XX

	Notes	20XX [currency]	20YY [currency]
Income			
Match Revenue			
Season Ticket			
Gate Receipts – Domestic Competition Gate Receipts – UEFA Competition			
Other Football Income			
Transfer Income			
Match Day Programme Sales			
Club Shop			
Commercial Sponsorship – main sponsor			
Sponsorship – other			
Fundraising			
Supporters Club Donations			
Ground Hire Club Merchandising			
Catering and Hospitality			
Sponsorship – Stadium & Pitch			
Bar Profit / Contribution			
Profit			
FAI			
TV Income Prize Money			
UEFA			
Prize Money			
Investments			
Corporate and Private Sponsorship			
Other Income			
Interest Income Sale of Fixed Asset			
Other Income			
Total Relevant Income			
Other Income (Not included in Salary Cost Calculation)			
Player Insurance Income			
Player Loan Income			
Travel Grant UEFA Youth Development / Solidarity Funding			
Other Grant Income			
Other Income			
Total Income			
Evnanditura			
Expenditure Cost of Sales			
Match Day Expenses			
Match Day Expenses Players			
Referee Expenses			
Match Day Expenses – UEFA games			
Gross Profit			
Salary Costs			
Player Salary Player expenses			
First Team Management and Coaching Salary and Expenses			
Youth Teams Management and Coaching Salary & Expenses			
Administrative Salary and Expenses			
Player Loan Costs  Total Salary including Expenses			
i otal oalary illoludilig Expelises			



Administrative Expenses		
Advertising		
Amortisation & Depreciation		
Audit & Accountancy		
Bad Debts		
Charitable Donations		
Commercial		
Cost of running LOI Academy teams		
Equipment		
FAI Affiliation Fees		
Fines		
Fundraising Costs		
Impairment of fixed assets		
Insurance		
Interest on overdue taxation payments		
International Tickets		
Legal & Professional		
Light & Heat		
Medical Costs		
Merchandising Costs		
Motor Expenses		
Player & Staff kit costs Printing, Postage & Stationary		
Programme Costs		
Rates		
Rent		
Repairs & Maintenance		
Shop Costs - excluding salary & wages		
Stadium & Pitch Rental		
Telephone, fax & internet		
Training Costs		
Transfer Fees		
Travel Costs - not including match day coach		
Other operating expenses		
General Expenses		
·		
Total Expenses		 
Total Expenses		 
Operating profit/(loss)		
Profit/loss on disposal of fixed assets	2	
Finance Costs	3	
Corporation Tax Charge	4	
Profit/(Loss)		



#### Cash Flow Statement - Commentary/Guidance

#### Introduction

The financial criteria require licence applicants to present a minimum level of historic financial information in the cash flow statement – as summarised in section 10.1.4 of chapter 10.

The cash flow statement (opposite) provides an illustration of how the minimum information may be presented (using the direct method). The cash flow statement may also be presented using the indirect method – an example of which is also given at the end of this Appendix. Cash flows are inflows and outflows of cash and cash equivalents.

#### Cash flows from operating activities

Operating activities are the principal revenue-producing activities of the entity and other activities that are not investing or financing activities. An entity shall report cash flows from operating activities using either:

- (i) the direct method, whereby major classes of gross cash receipts and gross cash payments are disclosed; or
  - (ii) the indirect method, whereby net profit or loss is adjusted for the effects of transactions of a non-cash nature, any deferrals or accruals of past or future operating cash receipts or payments, and items of income and expense associated with investing or financing cash flows.

The amount of cash flows arising from operating activities is a key indicator of the extent to which the operations of the entity have generated sufficient cash flows to repay loans, maintain the operating capability of the entity, pay dividends and make new investments without recourse to external sources of financing. Information about the specific components of historical operating cash flows is useful, in conjunction with other information, in forecasting future operating cash flows.

Cash flows from operating activities are primarily derived from the principal revenue-producing activities of the entity. Therefore, they generally result from the transactions and other events that enter into the determination of net profit or loss. Examples of cash flows from operating activities of a football club are shown opposite (in a direct method format). Licence applicants are encouraged to report cash flows from operating activities using the direct method. The direct method provides information which may be useful in estimating future cash flows and which is not available under the indirect method.

#### **Cash flows from investing activities**

Investing activities are the acquisition and disposal of long-term assets (including player registrations) and other investments not included in cash equivalents. The entity shall report separately major classes of gross cash receipts and gross cash payments arising from investing activities.

The separate disclosure of cash flows arising from investing activities is important because the cash flows represent the extent to which expenditures have been made for resources intended to generate future income and cash flows. Examples of cash flows arising from investing activities of a football club are shown opposite.

#### Cash flows from financing activities

Financing activities are activities that result in changes in the size and composition of the contributed equity share capital and borrowings of the entity. The entity shall report separately major classes of gross cash receipts and gross cash payments arising from financing activities.

The separate disclosure of cash flows arising from financing activities is important because it is useful in predicting claims on future cash flows by providers of capital to the entity. Examples of cash flows arising from financing activities are shown opposite.

#### Other cash flows

Cash flows from interest and dividends received and paid should each be disclosed separately. Each should be disclosed in a consistent manner from period to period as either operating, investing or financing activities. Cash flows arising from taxes on income should be separately disclosed and shall be classified as cash flows from operating activities unless they can be appropriately and specifically identified with financing and investing activities.



## [Illustrative] Cash flow statement - direct method

For the year ended [date] 20XX

	Notes	20XX currency	20YY currency
Cash flows from operating activities			
Cash receipts from match revenue Cash receipts from other football income Cash receipts from commercial activities Cash receipts from bar contribution Cash receipts from FAI/UEFA Cash receipts from Investments Cash receipts from other operating activities			
Cash payments to suppliers for goods and services Cash payments to and on behalf of employees			
Cash payments in relation to other operating expenses			
Cash inflow/outflow from operating activities			
cash innow/outnow from operating activities			-
Taxation			
Cash flows from investing activities			
Cash receipts from sale of property, plant and equipment Cash payments to acquire property, plant and equipment Cash receipts from sale of player registrations Cash payments to acquire player registrations Cash receipts from sale of other long term assets Cash payments to acquire other long term assets Cash receipts from sale of financial investments Cash payments to acquire new financial investments Cash payments to acquire new financial investments Cash receipts in relation to receipts of loans from non-financial institutions Cash payments in relation to repayment of loans to non-financial institutions			
Cash inflow/outflow from investing activities			
Cash flows from financing activities			
Cash receipts from issuing short or long-term borrowings Cash payments in relation to repayment of amounts borrowed Cash receipts from an increase in capital Cash payments to acquire or redeem the entity's shares			
Cash inflow/outflow from financing activities			
Net increase/decrease in cash			



#### Cash Flow Statement - indirect method - Commentary/Guidance

#### **Introduction**

The cash flow statement (opposite) provides an illustration of how the minimum information may be presented (using the indirect method) – however, the requirements of national accounting practice may require presentation in a different form, in certain respects, from the illustrative presentation given in this Appendix, which is acceptable as long as all the minimum information is contained therein.

The cash flow statement may also be presented using the direct method – an example of which is also given earlier in this Appendix. Cash flows are inflows and outflows of cash and cash equivalents.

#### Cash flows from operating activities

Operating activities are the principal revenue-producing activities of the entity and other activities that are not investing or financing activities. An entity shall report cash flows from operating activities using either:

- (i) the direct method, whereby major classes of gross cash receipts and gross cash payments are disclosed; or
  - the indirect method, whereby net profit or loss is adjusted for the effects of transactions of a non-cash nature, any deferrals or accruals of past or future operating cash receipts or payments, and items of income and expense associated with investing or financing cash flows.

The amount of cash flows arising from operating activities is a key indicator of the extent to which the operations of the entity have generated sufficient cash flows to repay loans, maintain the operating capability of the entity, pay dividends and make new investments without recourse to external sources of financing. Information about the specific components of historical operating cash flows is useful, in conjunction with other information, in forecasting future operating cash flows.

Cash flows from operating activities are primarily derived from the principal revenue-producing activities of the entity. Therefore, they generally result from the transactions and other events that enter into the determination of net profit or loss. Examples of cash flows from operating activities of a football club are shown opposite (in a direct method format). Licence applicants are encouraged to report cash flows from operating activities using the direct method. The direct method provides information which may be useful in estimating future cash flows and which is not available under the indirect method.

#### **Cash flows from investing activities**

Investing activities are the acquisition and disposal of long-term assets (including player registrations) and other investments not included in cash equivalents. The entity shall report separately major classes of gross cash receipts and gross cash payments arising from investing activities.

The separate disclosure of cash flows arising from investing activities is important because the cash flows represent the extent to which expenditures have been made for resources intended to generate future income and cash flows. Examples of cash flows arising from investing activities of a football club are shown opposite.

#### Cash flows from financing activities

Financing activities are activities that result in changes in the size and composition of the contributed equity share capital and borrowings of the entity. The entity shall report separately major classes of gross cash receipts and gross cash payments arising from financing activities. The separate disclosure of cash flows arising from financing activities is important because it is useful in predicting claims on future cash flows by providers of capital to the entity. Examples of cash flows arising from financing activities are shown opposite.

#### Other cash flows

Cash flows from interest and dividends received and paid should each be disclosed separately. Each should be disclosed in a consistent manner from period to period as either operating, investing or financing activities. Cash flows arising from taxes on income should be separately disclosed and shall be classified as cash flows from operating activities unless they can be appropriately and specifically identified with financing and investing activities.



## [Illustrative] cash flow statement – indirect method

For the year ended [date] 20XX

Reconciliation of operating profit to operating cash flows	Notes	20XX [currency]	20YY [currency]
Operating profit			
Depreciation and amortisation Profit on sale of tangible fixed assets Increase in inventories Decrease in debtors Increase in creditors Decrease in provisions Other [describe]			
Net cash inflow from operating activities			
Cash flows from investing activities  Cash receipts from sale of property, plant and equipment Cash payments to acquire property, plant and equipment Cash receipts from sale of player registrations Cash payments to acquire player registrations Cash receipts from sale of other long term assets Cash payments to acquire other long term assets Cash payments to acquire other long term assets Cash receipts from sale of financial investments Cash payments to acquire new financial investments Cash receipts in relation to receipts of loans from non-financial institutions Cash payments in relation to repayment of loans to non-financial institutions			
Cash inflow/outflow from investing activities			
Cash flows from financing activities  Cash receipts from issuing short or long-term borrowings Cash payments in relation to repayment of amounts borrowed Cash receipts from an increase in capital Cash payments to acquire or redeem the entity's shares			
Cash inflow/outflow from financing activities			
Net increase/decrease in cash			



#### Notes to the financial statements - Commentary/Guidance

The notes to the financial statements shall:

- **a)** present information about the basis of preparation of the financial statements and the specific accounting policies used;
- **b)** disclose required information that is not presented on the face of the balance sheet, profit and loss account or cash flow statement; and
- c) provide additional information that is not presented on the face of the balance sheet, profit and loss account or cash flow statement, but is relevant to an understanding of any of them or items disclosed in them.

Notes shall, as far as practicable, be presented in a systematic manner. Each item on the face of the balance sheet, profit and loss account and cash flow statement shall be cross-referenced to any related information in the notes.

An entity shall disclose, in the summary of significant accounting policies or other notes, the judgements, apart from those involving estimations, that management has made in the process of applying the entity's accounting policies and which have the most significant effect on the amounts recognised in the financial statements.

#### 1. Significant Accounting Policies

Intangible Fixed Assets

Guidance on player accounting is provided in 10.1.7. 'Accounting Requirements for Player Registration Costs'.

#### 2. Profit/loss on disposal of fixed assets

Separate disclosure of profit or loss from disposal of player registrations and profit or loss from disposal of other tangible or intangible fixed assets.

#### 3. Finance costs

The financial statements shall disclose material items of income, expense, and gains and losses resulting from financial assets and financial liabilities, whether included in profit or loss or as a separate component of equity.

#### 4. Tax charge

The tax charge (or credit) related to the profit or loss from ordinary activities shall be disclosed on the face of the profit and loss account. The major components of tax charge (or credit) should be separately disclosed.

Disclosure of an explanation of changes in the applicable tax rate compared to the previous accounting period is good practice.

An explanation of the relationship between the tax charge (credit) and the accounting profit is good practice. This can be by way of reconciliation between tax charge (credit) and the tax computed on accounting profit (using the applicable tax rate) and/or a numerical reconciliation between average effective tax rate and the applicable tax rate. In either case disclosure on the basis on which the applicable tax rate is computed may be provided.



Year ended [date] 20XX

#### Significant accounting policies

#### **Basis of accounting**

The financial statements have been prepared in accordance with accounting standards FRS 101-106 and Irish Statute comprising the Companies Act 2014.

The financial statements have been prepared under the historical cost basis, [except for the revaluation of certain properties].

#### Tangible fixed assets

Tangible fixed assets are stated at cost less accumulated depreciation and any recognised impairment loss.

Depreciation is charged so as to write off the cost or valuation of assets, other than land and properties under construction, over their estimated useful lives, using the straight-line method, on the following bases:

Buildings (including stadium)	[]% per annum
Fixtures and equipment	[]% per annum

Assets held under finance leases are depreciated over their expected useful economic lives on the same basis as owned assets or, where shorter, over the term of the relevant lease.

The gain or loss arising on the disposal or retirement of an asset is determined as the difference between the sales proceeds and the carrying amount of the asset and is recognised in income.

#### **Intangible fixed assets**

The transfer and incidental costs associated with the acquisition of players' registrations are capitalised as intangible fixed assets. These costs are fully amortised, in equal annual instalments, over the period of the respective players' contracts. Players' registrations are written down for impairment when the carrying amount exceeds the amount recoverable through use or sale.

#### Revenue

Revenue represents income receivable from the entity's principal activities excluding sales tax.

Revenue is measured at the fair value of the consideration received or receivable and represents amounts receivable for goods and services provided in the normal course of business, net of discounts and sales related taxes.

#### **Gate receipts**

Gate receipts comprises revenue from all ticket sales for all home matches and season ticket sales, together with the club's share of gate receipts from matches at other venues.

#### Sponsorship and advertising

Comprises revenue from the exploitation of the club's brand through sponsorship and advertising agreements.



#### **Deferred revenue**

Revenue from gate receipts, broadcasting, sponsorship and commercial contracts, which has been received prior to the year end, in respect of future football seasons is treated as deferred income.

#### **Taxation**

The tax charge represents the sum of the tax currently payable and deferred tax.

The tax currently payable is based on taxable profit for the year. Taxable profit differs from net profit as reported in the profit and loss account because it excludes items of income or expense that are taxable or deductible in other years and it further excludes items that are never taxable or deductible. The entity's liability for current tax is calculated using tax rates that have been enacted in legislation or substantively enacted by the balance sheet date.

Deferred tax is the tax expected to be payable or recoverable on differences between the carrying amounts of assets and liabilities in the financial statements and the corresponding tax bases used in the computation of taxable profit, and is accounted for using the balance sheet liability method. Deferred tax liabilities are generally recognised for all taxable temporary differences and deferred tax assets are recognised to the extent that it is probable that taxable profits will be available in the future against which deductible temporary differences can be utilised. Such assets and liabilities are not recognised if the temporary difference arises from goodwill or from the initial recognition (other than in a business combination) of other assets and liabilities in a transaction that affects neither the tax profit nor the accounting profit.

The carrying amount of deferred tax assets is reviewed at each balance sheet date and reduced to the extent that it is no longer probable that sufficient taxable profits will be available to allow all or part of the asset to be recovered.

Deferred tax is calculated at the tax rates that are expected to apply in the period when the liability is settled or the asset is realised. Deferred tax is charged or credited in the profit and loss account, except when it relates to items charged or credited directly to equity, in which case the deferred tax is also dealt with in equity.



#### Profit/loss on disposal of fixed assets

Profit/loss on disposal of player registrations Profit/loss on disposal of other intangible assets Profit/loss on disposal of tangible fixed assets	<b>Notes</b> fixed	20XX [currency]	20YY [currency]
Finance costs  Interest on bank overdrafts and loans Interest on convertible loan notes Interest on obligations under finance leases Interest on members/directors loans	Notes	20XX [currency]	20YY [currency]

#### Tax charge

Notes	20XX	20XX	20YY	20YY
	[currency]	%	[currency]	%

Current tax
Deferred tax
Profit before tax

recognised

**Total borrowing costs** 

Tax is calculated at [x] percent (20YY: [x] per cent) of the estimated assessable profit for the year.

The charge for the year can be reconciled to the profit per the profit and loss account as follows:

	Notes	20XX [currency]	20XX %	20YY [currency]	20YY %
Tax at the Corporation Tax rate of [XX]% (20YY: [XX]%)					
Tax effect of share of results of associates					
Tax effect of expenses that are not deductible in determining taxable profit					
Tax effect of utilisation of tax					



Increase in opening deferred tax liability resulting from an increase in tax rates

Effect of different tax rates of subsidiaries operating in other jurisdictions

Tax charge and effective tax rate for the year



### Notes to the financial statements - Commentary/Guidance

#### Accounts receivable from group entities and other related parties

Group entities are entities that are under common control. Control is the power to govern the financial and operating policies of an entity so as to obtain benefits from its activities. Group entities include parents, subsidiaries and fellow subsidiaries.

Other related parties include associates. For further details about related parties, refer to note 13 "related party transactions".

#### Investments

Investments includes, but is not limited to, interests in subsidiaries, jointly controlled entities and associates.

A list of significant investments in subsidiaries, jointly controlled entities (which are not illustrated opposite) and associates shall be given, including:

- a) the name;
- **b)** country of incorporation or residence;
- c) type of business/operations of the entity
- d) proportion of ownership interest;
- e) if different, proportion of voting power held; and
- f) a description of the method used to account for the investments.



#### Accounts receivable from group entities and other related parties

	Notes	20XX [currency]	20YY [currency]
Amounts receivable from group entities Amounts receivable from other related parties			

#### Investments in subsidiaries and associates

Year ended [date] 20XX

Details of the entity's subsidiaries as at [date] 20XX are as follows:

Name of	Place of	Type of	Proportion	Proportion	Method used
<u>subsidiary</u>	incorporation	business/	of ownership	of voting	to account
	(or	operations	<u>interest</u>	power held	for
	registration)		%	%	<u>investment</u>
[Names]					

Details of the entity's associates as at [date] 20XX are as follows:

Name of subsidiary	Place of incorporation (or registration)	Type of business/ operations	Proportion of ownership interest %	Proportion of voting power held %	Method used to account for investment
[Names]					



#### Notes to the financial statements - Commentary/Guidance

#### Tangible fixed assets

Items classified as tangible fixed assets in the financial statements shall be limited to tangible assets that are both:

Held by an entity for use in the production or supply of goods or services, for rental to others, or for administrative purposes; and

Expected to be used during more than one financial period.

Separate disclosure of each class of tangible fixed assets shall be made. A class of property, plant and equipment is a grouping of assets of a similar nature and use in an enterprise's operations. The following are examples of separate classes:

- Land:
- Land and buildings (including stadium and training ground);
- Plant and machinery;
- Motor vehicles:
- Fixtures and fittings;
- Office equipment

The following information shall be disclosed for each class of tangible fixed assets:

- The gross carrying amount and the accumulated depreciation (aggregated with accumulated impairment losses) at the beginning and end of the period; and
- A reconciliation of the carrying amount at the beginning and the end of the period showing:
- Additions:
- Disposals;
- Increases or decreases during the period resulting from revaluations;
- Impairment losses recognised in the profit and loss account during the period (if any);
- Impairment losses reversed in the profit and loss account during the period (if any);
- Depreciation; and
- Other changes.

The depreciation methods and useful lives (or depreciation rates) used shall be disclosed in the accounting policy note. These are matters of judgement and such disclosure provides information that allows comparison to be made with other entities.

The financial statements shall also disclose the existence and amounts of restrictions on title, and tangible fixed assets pledged as security for liabilities.

Where tangible fixed assets such as the stadium, are stated at revalued amounts, the following additional information may be disclosed (as good practice)

The effective date of the revaluation:

Whether an independent valuer was involved;

The methods and significant assumptions applied in estimating the items' fair value;



# **Tangible fixed assets**

Notes	Total [currency]
Cost or valuation	
At beginning of period	
Additions	
Disposals	
Revaluation increase	
At end of period	
Accumulated depreciation and impairment	
At beginning of period	
Charge for the year	
Eliminated on disposals	
Impairment	
Eliminated on revaluation	
At end of period	
Net Book Value	
At end of period	
At beginning of period	

The entity has pledged tangible fixed assets having a carrying value of approximately [amount] to secure banking facilities granted for the entity.

Land and buildings were revalued at [date of revaluation] by [name of company which performed valuation], independent valuers not connected with the entity, on the basis of market value. The valuation conforms to International Valuation Standards and was based on recent market transactions on arm's length terms for similar properties.

As at [date of revaluation], had the land and buildings been carried at historical cost less accumulated depreciation, their carrying value would have been approximately €100 (20YY: €100).

The revaluation surplus is disclosed in note 12.



# **Tangible fixed assets (continued)**

The extent to which the items' fair values were determined by reference to observable prices in an active market or recent market transactions on arm's length terms or were estimated using other valuation techniques;

The carrying amount that would have been recognised had the assets been carried under the historical cost model; and

The revaluation surplus, indicating the change for the period and any restrictions on the distribution of the balance to the shareholders.

## Intangible fixed assets

Separate disclosure of each class of intangible fixed assets shall be made. A class of intangible assets is a grouping of assets of a similar nature and use in an enterprise's operations. The following are examples of separate classes:

Player registrations Goodwill Other intangible assets

#### **Player registrations**

In relation to amounts capitalised and amortised in respect of player registrations, the note should include a reconciliation of the cost, amortisation, net carrying value and movements in the accounting period.

For further information and guidance in relation to accounting for player registrations, refer to section 10.1.7.

#### Goodwill and other intangible assets

In relation to amounts capitalised and amortised in respect of other intangible assets, the note should include a reconciliation of the cost, amortisation, net carrying value and movements in the accounting period.

The existence and carrying amounts of intangible assets whose title is restricted and the carrying amount of intangible assets pledged as security for liabilities shall be disclosed.



# Intangible fixed assets

Cost Brought forward from previous period Additions Disposals Carried forward at end of period	Notes	Player Registrations [currency]	Other [currency]	Total [currency]
Amortisation Brought forward from previous period Amortisation charge for the period Disposals Impairment Carried forward at end of period				
Net Book Value At end of period At beginning of period				



#### Bank overdrafts and loans

For each class of financial asset, financial liability and equity instrument, the following may be disclosed as good practice:

Information about the extent and nature of the financial instruments, including amounts and duration and also any significant terms and conditions that may affect the amount, timing and certainty of future cash flows; and

The accounting policies and methods adopted, including the criteria for recognition and the basis of measurement applied.

For borrowing facilities the following information must be disclosed:

Promised credit facilities; Balance outstanding at closing date; Name of lender; and Duration of the facilities.

# Accounts payable to group entities and other related parties

Group entities are entities that are under common control. Control is the power to govern the financial and operating policies of an entity so as to obtain benefits from its activities. Group entities include parents, subsidiaries and fellow subsidiaries.

Other related parties include associates. For further details and definitions of other related parties, refer to note [13] Related party transactions.



# Bank overdrafts and loans

	Notes	20XX	20YY
Bank overdrafts Bank loans		[currency]	[currency]
The borrowings are repayable as follows: On demand or within one year In the second year In the third to fifth years inclusive After five years			
Less: amount due for settlement within 12 months (shown under current liabilities			
Amount due for settlement after 12 months			
Accounts payable to group entities and other re	lated parti	ies	
Amounts payable to group entities Amounts payable to other related parties	Notes	20XX [currency]	20YY [currency]
Total			



#### **Provisions**

A provision is a liability of uncertain timing or amount.

Provisions can be distinguished from other liabilities such as trade payables and accruals because there is uncertainty about the timing or amount of the future expenditure required in settlement. Although it is sometimes necessary to estimate the amount or timing of accruals, the uncertainty is generally much less than for provisions. Accruals are often reported as part of trade and other payables, whereas provisions are reported separately.

Provisions shall be disclosed in separate classes. In determining which provisions or contingent liabilities may be aggregated to form a class, it is necessary to consider whether the nature of the items is sufficiently similar to be combined in a statement of a single amount.

- For each class of provision, the entity shall disclose:
- The carrying amount at the beginning and end of the period;
- Additional provisions made in the period, including increases to existing provisions;
- Amounts used (i.e. incurred and charged against the provision) during the period;
- Unused amounts reversed during the period; and
- The increase during the period in the discounted amount arising from the passage of time and the effect of any change in the discount rate.

Comparative information is not required for the disclosures described above.

The entity is encouraged to disclose (as good practice) the following for each class of provision:

- A brief description of the nature of the obligation and the expected timing of any resulting outflows of economic benefits;
- An indication of the uncertainties about the timing of those outflows including, where necessary to provide adequate information, the major assumptions made concerning future events; and
- The amount of any expected reimbursement (for example from a counterclaim or insurance recovery), stating the amount of any asset that has been recognised for that expected reimbursement.

# [Illustrative] Notes to the financial statements

#### **Provisions**

At beginning of period Additional provision in the year Utilisation of provision At end of period	Notes	Provision Class A [currency]	Provision Class B [currency]	Provision Class C [currency]	Total [currency]
Total					
Included in current liabilities Included in non-current liabilities					



## Issued capital and reserves

#### **Share capital**

The following must be disclosed for each class of share capital:

- The number of shares authorised;
- The number of shares issued and fully paid, and issued but not fully paid;
- Par value per share ( or that the shares have no par value);
- A reconciliation of the number of shares outstanding at the beginning and at the end of the period;
- The rights, preferences and restrictions attaching to that class including restrictions on the distribution of dividends and the repayment of capital;
- Shares in the entity held by the entity or by its subsidiaries or associates; and
- Shares reserved for issue under options and contracts for the sale of shares, including the terms and amounts.

The following may be disclosed (as good practice) in relation to share capital issued during the current year:

- · The number and type of shares issued;
- The share premium (if applicable) arising on the shares issued;
- The total amount raised as a result of the issuing of shares;
- The reason for the issuing of new shares.

#### Other reserves

Where items of property, plant and equipment are stated at revalued amounts, the revaluation surplus, indicating the change for the period and any restrictions on the distribution of the balance to shareholders, shall be disclosed.

#### **Retained earnings**

The balance of retained earnings (i.e. accumulated profit or loss) at the beginning of the period and at the balance sheet date, and the changes during the period, must be disclosed.

It is good practice to disclose the amount of distributable and non-distributable reserves.



# Issued share capital and reserves

Share capital	Notes	20XX	20YY
Authorised:		[currency]	[currency]
[number] ordinary shares of [amount] each			
Issued and fully paid: [number] ordinary shares of [amount] each			
During the year an amount of €x was raised for [ir the issue of [y] ordinary shares [at a premium of [·			of the share capital] throug

# <u>C</u>

Capital Reserves						
	Issued Share Capital	Share premium	Treasury shares (Own shares)	Other reserves	Revenue reserves	Total
At beginning of period						
Premium arising on issue of equity						
shares						
Expenses of issue of equity shares						
Acquired in the period						
Disposal of an exercise of options						
Increase in reserve						
Decrease in reserve						
Dividends paid						
Retained profit after tax for the year						
At end of period						



# Related party transactions

The objective of the requirements for disclosure of related party transactions in the club licensing manual is to help ensure that an entity's financial statements (or supplementary information) contain disclosures 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 and also, that its ability to continue its business in an orderly manner may be dependent on related party loans and other funding.

A related party transaction is a transfer of resources, services or obligations between related parties, regardless of whether a price is charged.

A party is related to an entity if:

- a) directly, or indirectly through one or more intermediaries, the party:
  - (i) controls, is controlled by, or is under common control with, the entity (this includes parents, subsidiaries and fellow subsidiaries);
    - has an interest in the entity that gives it significant influence over the entity; or has joint control over the entity;
- **b)** the party is an associate of the entity:
- c) the party is a joint venture in which the entity is a venturer;
- d) the party is a member of the key management personnel of the entity or its parent;
- e) the party is a close member of the family of any individual referred to in (a) or (d);
- f) the party is an entity that is controlled, jointly controlled or significantly influenced by, or for which significant voting power in such entity resides with, directly or indirectly, any individual referred to in (d) or (e); or
- g) the party is a post-employment benefit plan for the benefit of employees of the entity.

Close members of the family of an individual are those family members who may be expected to influence, or be influenced by, that individual in their dealings with the entity. They may include:

- a) the individual's domestic partner and children;
- b) children of the individual's domestic partner; and
- c) dependants of the individual or the individual's domestic partner.

Control is the power to govern the financial and operating policies of an entity so as to obtain benefits from its activities.

Key management personnel are those persons having authority and responsibility for planning, directing and controlling the activities of the entity, directly or indirectly, including any director (whether executive or otherwise) of that entity.



## Related party transactions

During the year, the entity entered into the following transactions with related parties:

	Sale of goods/ services		Purchase of goods/ services		Amounts owed by related parties		Amounts owed to related parties	
	20XX	20YY	20XX	20YY	20XX	20YY	20XX	20YY
ABC Holdings								
Associates								

The following paragraphs give details of all related party transactions involving the entity and any of its subsidiary undertakings.

ABC Holdings is a related party of the entity because [give reasons]. The amount owing to ABC Holdings at the year-end of [€100] is interest bearing at a rate of [5]% per annum.

[Name of subsidiary] is a related party because it is under common control. Both [name of subsidiary] and [entity name] are owned by [insert name of parent company or individual].

The amounts outstanding are unsecured and will be settled in cash. No guarantees have been given or received. No provisions have been made for doubtful debts in respect of the amounts owed by related parties.

Companies of which [insert name of Director] is a Director, were invoiced [€100] for [insert description of services] during the year. [Insert name of Director] is an Executive Director of [name of entity].

During the year, the entity purchased from Company A, an associated company, [€100] (20YY - €200) of merchandise at normal trade price. At the financial year end, [€10] (20XX – [€20]) was due to Company A in respect of finished goods. This amount is included within creditors due within one year.



# Related party transactions (continued)

Significant influence is the power to participate in the financial and operating policy decisions of an entity, but is not control over those policies. Significant influence may be gained by share ownership, statute or agreement.

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

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

In considering each possible related party relationship, attention is directed to the substance of the relationship and not merely the legal form.

#### **Disclosures**

If there have been transactions between related parties during the period, an entity shall disclose the nature of the related party relationship as well as information about the transactions during the period and outstanding balances at the period end necessary for an understanding of the potential effect of the relationship on the financial statements. At a minimum, disclosures must include:

- the amount of the transactions;
- the amount of outstanding balances and:their terms and conditions, including whether they are secured, and the nature of the consideration to be provided in settlement; and
- details of any guarantees given or received;
- provisions for doubtful debts related to the amount of outstanding balances; and
- the expense recognised during the period in respect of bad or doubtful debts due from related parties.

As good practice, disclosures should also include any other elements of any related party transactions that are necessary for an understanding of the financial statements.

The following are examples of transactions that are disclosed if they are with a related party:

- a) purchases or sales of goods;
- b) purchases or sales of property and other assets;
- c) rendering or receiving of services;
- d) leases;
- e) transfers under licence agreements;
- f) transfers under finance arrangements (including loans and equity contributions in cash or in kind);
- g) provision of guarantees or collateral; and
- h) settlement of liabilities on behalf of the entity by another party or by the entity on behalf of another party.

Related party transactions and outstanding balances with other entities in a group are disclosed in an entity's financial statements. If applicable, certain intragroup related party transactions and outstanding balances are eliminated in the preparation of consolidated financial statements of a group.



## Related party transactions

During the year, the entity entered into the following transactions with related parties:

	Sale of goods/ services		Purchase of goods/ services		Amounts owed by related parties		Amounts owed to related parties	
	20XX	20YY	20XX	20YY	20XX	20YY	20XX	20YY
ABC Holdings								
Associates								

The following paragraphs give details of all related party transactions involving the entity and any of its subsidiary undertakings.

ABC Holdings is a related party of the entity because [give reasons]. The amount owing to ABC Holdings at the year-end of [€100] is interest bearing at a rate of [5]% per annum.

[Name of subsidiary] is a related party because it is under common control. Both [name of subsidiary] and [entity name] are owned by [insert name of parent company or individual].

The amounts outstanding are unsecured and will be settled in cash. No guarantees have been given or received. No provisions have been made for doubtful debts in respect of the amounts owed by related parties.

Companies of which [insert name of Director] is a Director, were invoiced [€100] for [insert description of services] during the year. [Insert name of Director] is an Executive Director of [name of entity].

During the year, the entity purchased from Company A, an associated company, [€100] (20YY - €200) of merchandise at normal trade price. At the financial year end, [€10] (20XX – [€20]) was due to Company A in respect of finished goods. This amount is included within creditors due within one year.



## **Contingent liabilities**

Unless the possibility of any outflow in settlement is remote, an entity shall disclose for each class of contingent liability at the balance sheet date a brief description of the nature of the contingent liability and, where practicable:

- an estimate of its financial effect;
- an indication of the uncertainties relating to the amount or timing of any outflow; and
- the possibility of any reimbursement.

Examples of contingent liabilities include:

- amounts that may become payable to other parties, in respect of player registrations;
- guarantees to Banks in respect of related parties; or
- amounts that are subject to litigation.

This listing is not all-inclusive.

#### **Controlling party**

When the reporting entity is controlled by another party, there shall be disclosure of the related party relationship and the name of that party and, if different, that of the ultimate controlling party. If the controlling party or ultimate controlling party of the reporting entity is not known, that fact shall be disclosed. This information shall be disclosed irrespective of whether any transactions have taken place between the controlling parties and the reporting entity.

#### **Post Balance Sheet Events**

The reporting entity must disclose all material non-adjusting events after the balance sheet date. Disclose the nature of the event and an estimate of its financial effect, or a statement that such an estimate cannot be made. Examples of events or conditions which would fall into this category include:

- Fixed term borrowing approaching maturity without realistic prospects of renewal or repayment;
- Substantial operating losses;
- Discovery of material fraud or errors that show the financial statements are incorrect;
- Management determines that it intends to liquidate the entity or to cease trading, or that it has no realistic alternative but to so do.
- Player transactions where the amounts paid or received are significant;
- Transactions relating to property for example, in relation to the club's stadium.

#### Players' economic rights (or similar)

For any player for whom the economic rights or similar are not fully owned by the licence applicant, the name of the player and the percentage of economic rights of similar held by the licence applicant at the beginning of the period (or on acquisition of the registration) and at the end of the period must be disclosed.

# **Employee Note**

Disclose the average number of employees employed during the year split between, players (professional and amateur) management & coaching staff and administrative & operational. Disclose the total cost of salary and expenses broken down between Wages & Salaries, Social Welfare Costs and Pension Costs.



# **Contingent liabilities**

Under the terms of certain contracts for the purchase of players' registrations future payments may be due, dependant on the future success of the team and/or the future selection of individual players. As at 31<sup>st</sup> December 20XX the maximum that could be payable is [€ amount]

# **Controlling party**

The ultimate parent undertaking of the [reporting entity] is [entity name], a company incorporated in [country].

## Events after the balance sheet date

[Disclose the nature of the event and an estimate of the financial effect].

# **Employee Costs**

Average number of persons employed Players (Professional & Amateur) Management & Coaching Staff Administration	20XX No.	20XX No.
	20XX	20XX
	€	€
Wages & Salaries		
Players		
Management & Coaching – First Team		
Management & Coaching – Other		
Administration		
Social Welfare costs		
Players		
Management & Coaching – First Team		
Management & Coaching – Other		
Administration		
Pension contributions		
Players		
Management & Coaching – First Team		
Management & Coaching – Other		
Administration		
Total		



# APPENDIX III: Annual financial reporting: commentary regarding audit reports – contents and different forms of opinion [illustrative]

#### **Introduction**

These are guidance notes to assist the reader's understanding of the basic elements of the auditor's report and the different types of audit opinion that can be provided in respect of the annual financial statements.

International Standard on Auditing (ISA) 700 (Revised), 'The Independent Auditor's Report on a Complete Set of General Purpose Financial Statements' and ISA 701, 'Modifications to the Independent Auditor's Report', provide further guidance. However, national legislation and practice may differ.

The auditor should review and assess the conclusions drawn from the audit evidence obtained as the basis for the expression of an opinion on the financial statements.

The auditor's report should contain a clear written expression of opinion on the financial statements taken as a whole. The objective of an audit of financial statements is to enable the auditor to express an opinion whether the financial statements are prepared, in all material respects, in accordance with the applicable financial reporting framework.

## Basic elements of the auditor's report

The auditor's report includes the following basic elements, ordinarily in the following layout:

- a) Title;
- b) Addressee;
- c) Introductory paragraph, including:
  - Identification of the entity whose financial statements have been audited;
     Identification of the title of each of the financial statements that comprise the complete set of financial statements, reference to the summary of significant accounting policies and other explanatory notes and the date and period covered;
- d) Management's responsibility for the financial statements;
- e) Auditor's responsibility, including:
  - (i) A reference to the International Standards on Auditing or the relevant national standards/practices;

A description of the work the auditor performed;

- f) Auditor's opinion;
- g) Other reporting responsibilities (if applicable);
- h) Auditor's signature;
- i) Date of the auditor's report; and
- i) Auditor's address.



# **Opinion paragraph**

The opinion paragraph of the auditor's report should clearly indicate the financial reporting framework used to prepare the financial statements and state the auditor's opinion as to whether the financial statements give a true and fair view (or are presented fairly, in all material respects) in accordance with that financial reporting framework and, where appropriate, whether the financial statements comply with relevant statutory requirements.

The terms used to express the auditor's opinion are "give a true and fair view" or "present fairly, in all material respects" and are equivalent. Both terms indicate, amongst other things, that the auditor considers only those matters that are material to the financial statements.

#### The auditor's report

The diagram in **Appendix IV** summarises the different types of audit opinion and the implications of each for the licensor's decision making.

#### **Unqualified opinion**

An **unqualified opinion** (or 'clean' opinion) should be expressed when the auditor concludes that the financial statements give a true and fair view (or are presented fairly, in all material respects) in accordance with the identified financial reporting framework. An unqualified opinion also indicates implicitly that any changes in accounting principles or in the method of their application, and the effects thereof, have been properly determined and disclosed in the financial statements.

The following is an illustration of an expression of an unqualified opinion:

"In our opinion, the financial statements give a true and fair view of (or present fairly, in all material respects,) the financial position of [reporting entity] as of [date] 20XX, and of the results of its operations and its cash flows for the year then ended in accordance with International Financial Reporting Standards (or [title of financial reporting framework with reference to the country of origin]) (and comply with [relevant statutes or law])"

#### **Modified reports**

An auditor's report is considered to be modified in the following situations.

- Qualified opinion,
- Disclaimer of opinion, or
- Adverse opinion.



# Matters that do not affect the auditor's opinion

In certain circumstances, an auditor's report may be modified by adding an **emphasis of matter** paragraph to highlight a matter affecting the financial statements which is included in a note to the financial statements that more extensively discusses the matter. The addition of such an emphasis of matter paragraph does not affect the auditor's opinion. The paragraph would preferably be included after the opinion paragraph and would ordinarily refer to the fact that the auditor's opinion is not qualified in this respect.

The auditor should add a paragraph to highlight a material matter regarding a going concern problem.

The auditor should consider modifying the auditor's report by adding a paragraph if there is a significant uncertainty (other than a going concern problem), the resolution of which is dependent upon future events and which may affect the financial statements. An uncertainty is a matter whose outcome depends on future actions or events not under the direct control of the entity but that may affect the financial statements.

If adequate disclosure is made in the financial statements, the auditor should express an unqualified opinion but add an emphasis of matter paragraph that highlights the existence of a material uncertainty relating to the event or condition that may cast significant doubt on the entity's ability to continue as a going concern. The following is an example of such a paragraph:

"Without qualifying our opinion, we draw attention to Note X in the financial statements which indicates that the Company incurred a net loss of [amount] during the year ended [date] 20XX and, as of that date, the Company's current liabilities exceeded its total assets by [amount]. These conditions, along with other matters as set forth in Note X, indicate the existence of a material uncertainty which may cast significant doubt about the Company's ability to continue as a going concern."

# Matters that do affect the auditor's opinion

An auditor may not be able to express an unqualified opinion when either of the following circumstances exists and, in the auditor's judgment, the effect of the matter is or may be material to the financial statements:

- 1. There is a limitation on the scope of the auditor's work; or
- 2. There is a disagreement with management regarding the acceptability of the accounting policies selected, the method of their application or the adequacy of financial statement disclosures.
- 3. The circumstances described in (i) could lead to a qualified opinion or a disclaimer of opinion. The circumstances described in (ii) could lead to a qualified opinion or an adverse opinion.

#### Circumstances that may result in other than an unqualified opinion

- (i) A limitation on the scope of the auditor's work may sometimes be imposed by the entity. A scope limitation may be imposed by circumstances (for example, when the timing of the auditor's appointment is such that the auditor is unable to observe the counting of physical inventories). It may also arise when, in the opinion of the auditor, the entity's accounting records are inadequate or when the auditor is unable to carry out an audit procedure believed to be desirable. In these circumstances, the auditor would attempt to carry out reasonable alternative procedures to obtain sufficient appropriate audit evidence to support an unqualified opinion.
  - When there is a limitation on the scope of the auditor's work that requires expression of a qualified opinion or a disclaimer of opinion, the auditor's report should describe the limitation and indicate the possible adjustments to the financial statements that might have been determined to be necessary had the limitation not existed.
  - The auditor may **disagree with management** about matters such as the acceptability of accounting policies selected, the method of their application, or the adequacy of disclosures in the financial statements. If such disagreements are material to the financial statements, the auditor should express a qualified or an adverse opinion.



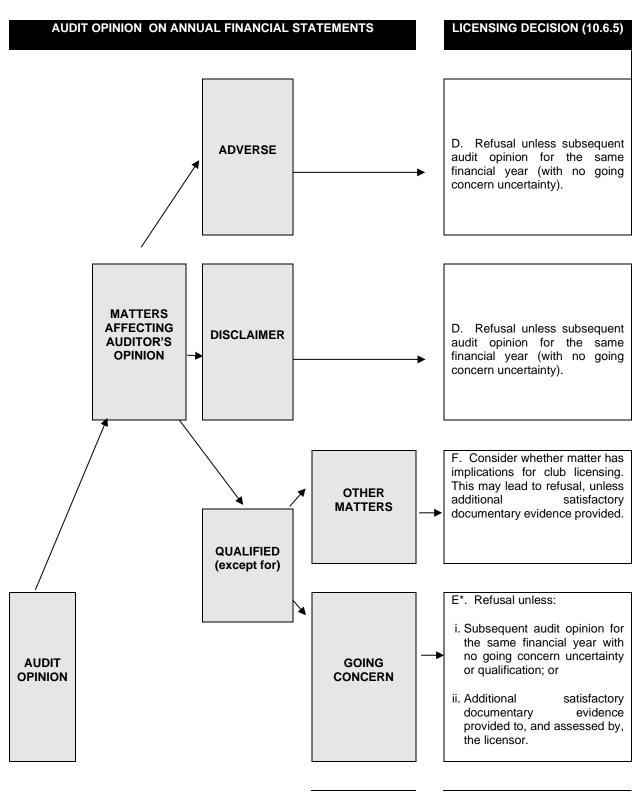
### Matters affecting auditor's opinion – type of opinion

- (i) A **qualified opinion** should be expressed when the auditor concludes that an unqualified opinion cannot be expressed but that the effect of any disagreement with management, or limitation on scope is not as material and pervasive as to require an adverse opinion or a disclaimer of opinion. A qualified opinion should be expressed as being 'except for' the effects of the matter to which the qualification relates.
- (ii) A **disclaimer of opinion** should be expressed when the possible effect of a limitation on scope is so material and pervasive that the auditor has not been able to obtain sufficient appropriate audit evidence and accordingly is unable to express an opinion on the financial statements.
- (iii) An **adverse opinion** should be expressed when the effect of a disagreement is so material and pervasive to the financial statements that the auditor concludes that a qualification of the report is not adequate to disclose the misleading or incomplete nature of the financial statements.
- (iv) Whenever the auditor expresses an opinion that is other than unqualified, a clear description of all the substantive reasons should be included in the report and, unless impracticable, a quantification of the possible effect(s) on the financial statements. Ordinarily, this information would be set out in a separate paragraph preceding the opinion or disclaimer of opinion and may include a reference to a more extensive discussion, if any, in a note to the financial statements.

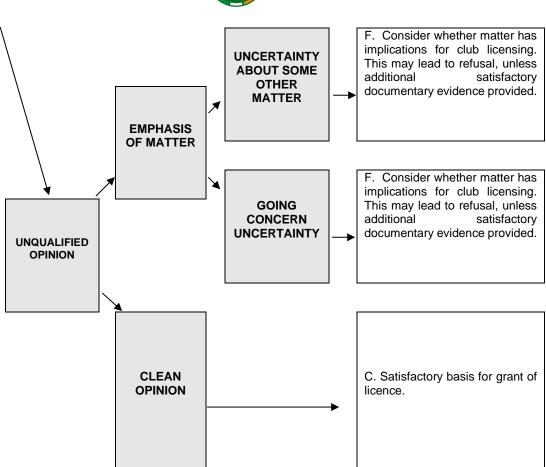


# APPENDIX IV: Annual financial reporting: diagrammatic summary of implications on the licensing decision of different modifications to the auditor's report [illustrative]

# **Audit opinion**

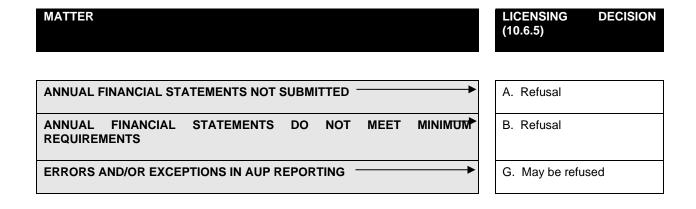






E\* = If the auditor's report in respect of the annual financial statements includes a qualified 'except for' opinion in respect of going concern, then the licence applicant/licensee shall be in breach of indicator IND.01 (as set out in section 10.10.5). As a result, the licensor must undertake more extensive assessment procedures in respect of criterion FIN 1.07 (Future financial information) and, if granted a licence, the licensee must also comply with criterion FIN 1.08 (Duty to update future financial information).

#### **Other matters**





# **APPENDIX V: Club licensing contract – Domestic Licence:**

(for the avoidance of any doubt the definitions in the Club Licensing Manual for 2024/25 UEFA Men's Club Competitions Season and 2024 League of Ireland Season are deemed incorporated into this contract)

We confirm we have read and fully understand the current *FAI Club Licensing Manual, Confidentiality Agreement and Contract* and agree to abide by and comply with the requirements and conditions of the Licensing System contained therein.

- We confirm we have authority to enter into this agreement on behalf of the licence applicant by virtue of our own statutes, constitutions and rules and are the persons entitled hereunder to sign contract herein.
- We confirm that all Licensing Documents submitted by us to the FAI acting as Licensor will be complete, accurate, up to date, duly certified where necessary and submitted in a timely manner. We accept that the Licensing Bodies will base their decisions on the documentation submitted by us to the FAI Club Licensing Department as part of this application only and that previous submissions, documents or information provided by us to the FAI 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.
- We confirm that we fully authorise the Licensing Manager and Licensing Decision Making Bodies to examine all documentation pertaining to our application for a Licence and appeal (if applicable) and to seek clarification, further evidence, explanations and all other information from any relevant public authority or private body relevant to the issuance of the licence and appeal (if applicable) and in accordance with Irish law.
- We recognise that we are legally bound by the rules, statutes and regulations of FIFA, UEFA, the FAI and the National League. We further acknowledge that this contract shall be governed by these rules. We understand that the FAI Constitution and Regulations contained within the FAI Handbook regarding Arbitration will not apply to any licensing decisions.
- We agree to respect at all times the statutes, regulations and decisions of FIFA, UEFA, FAI and national league as well as to recognize the jurisdiction of the Court of Arbitration for Sport (CAS) as provided in articles 59 to 63 of the UEFA Statutes.
- We understand that the FAI Club Licensing Committee is empowered to take a first instance decision on our licence application and that the FAI Club Licensing Appeals Body is empowered to take a final and binding decision on whether a licence is issued. We accept the powers of these bodies as outlined in 3.1.1, 3.1.2 and 3.1.3 of the Manual and agree to be bound by the decisions of these bodies that affect us as the License Applicant.
- We confirm that we are legally based in the territory of the FAI and will play our home matches only within that territory (an exception to this rule is allowed in the case of Derry City FC). We accept that a change in our designated stadium is subject to a decision of the competent body responsible for the respective competitions (UEFA if UEFA competition).

#### We confirm we;

Have the right to use the name and brands of the club and agree not to change the name of the club for advertising/promotional purposes; and

Agree to accept no clauses in contracts with television, sponsors or other commercial partners that could restrict the club in its freedom of decision or affect its management.

- The FAI reserves the right to approve the name under which the football company participates in national Competitions.
- We accept that only members of the FAI can apply for and obtain a licence and that Members who are individuals cannot apply for or obtain a licence. We further accept that only licence applicants and the FAI Licensing Manager can appeal and be a party to appeal proceedings.
- We accept that we 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.
- We accept that we must be the sole beneficial owner of all the club's players' contracts and have sole control of football activities as specified under 4.1.2 of the Licensing Manual.



- We accept that we are responsible for ensuring that all players of the club in the League of Ireland are registered with the Football Association of Ireland and, if non-amateur players, have a written player's contract with the club.
- We accept that if we decide to change our legal entity, which is recognised as a member of the FAI, we must submit full details of the proposed change to the FAI Club Licensing Committee as outlined in 4.1.2 of the Club Licensing Manual.
- We confirm we have provided evidence (if applicable) of any relationships (financial or otherwise) between our club and any other legal entities that are wholly owned, associated or affiliated to the licence applicant. We confirm we will inform the FAI of any such relationships which are formed during the life of our licence.
- We confirm that we will inform the licensor about any significant change, event or condition of major economic importance and subsequent event occurred after the submission of the licensing documentation in accordance with the rules fixed in the FAI club licensing manual.
- We confirm our acceptance of the form of confidentiality agreement contained within the Application Pack.
- We confirm we will only play in competitions recognized and endorsed by the FAI and will participate in competitions at international level only with the written approval of the football bodies (FAI, UEFA and FIFA). For the avoidance of doubt this does not relate to training matches.
- We accept that we must not further assign the right to participate in competition at national or international level. The right to participate in such competition shall cease to apply if the club's membership of the Association ceases.
- We accept that the Licensing Manger and UEFA or its nominated bodies will have the power to carry out spot checks on clubs by attending at the club 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.
- We accept that the commitments, plans and proposals addressed in the CIDP must be adhered to and cannot be continuously rolled over in order to satisfy Licensing Requirements. It will be a matter for the Licensing Manager to be satisfied that genuine efforts are being made to ensure the CIDP is progressing.
- We confirm that we have supplied details of the reporting perimeter, and accept that we are accountable for any consequences of an entity included in the reporting perimeter not abiding by and observing the requirements with 1 (above).
- We authorise the FAI, UEFA and the UEFA Organs for the Administration of Justice to examine any relevant document and seek information from any relevant public authority or private body in accordance with Irish Law.
- We confirm the club have and will maintain a minimum of two directors.



# **APPENDIX VI: Club licensing contract – UEFA Licence:**

(for the avoidance of any doubt the definitions in the Club Licensing Manual for 2024/25 UEFA Club Competitions Season and 2024 League of Ireland Season, and the UEFA Club Licensing and Financial Sustainability Regulations Edition 2022, are deemed incorporated into this contract)

- We confirm we have read and fully understand the current FAI Club Licensing Manual, UEFA Club Licensing & Financial Sustainability Regulations Edition 2022, Application Pack, Confidentiality Agreement and Contract and agree to abide by and comply with the requirements and conditions of the Licensing System contained therein.
- 2) We confirm we have authority to enter into this agreement on behalf of the licence applicant by virtue of our own statutes, constitutions and rules and are the persons entitled hereunder to sign contract herein.
- 3) We confirm that all Licensing Documents submitted by us to the FAI acting as Licensor will be complete, accurate, up to date, duly certified where necessary and submitted in a timely manner. We accept that the Licensing Bodies will base their decisions on the documentation submitted by us to the FAI Club Licensing Department as part of this application only and that previous submissions, documents or information provided by us to the FAI 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.
- 4) We confirm that we fully authorise the Licensing Manager and Licensing Decision Making Bodies to examine all documentation pertaining to our application for a Licence and appeal (if applicable) and to seek clarification, further evidence, explanations and all other information from any relevant public authority or private body relevant to the issuance of the licence and appeal (if applicable) and in accordance with Irish law.
- 5) We recognise that we are legally bound by the rules, statutes and regulations of FIFA, UEFA, the FAI and the National League. We further acknowledge that this contract shall be governed by these rules. We understand that the FAI Rules regarding Arbitration will not apply to any licensing decisions.
- 6) We agree to respect at all times the statutes, regulations and decisions of FIFA, UEFA, FAI and national league as well as to recognize the jurisdiction of the CAS in Lausanne as provided in articles 59 to 63 of the UEFA Statutes.
- 7) We understand that the FAI Club Licensing Committee is empowered to take a first instance decision on our licence application and that the FAI Club Licensing Appeals Body is empowered to take a final and binding decision on whether a licence is issued. We accept the powers of these bodies as outlined in 3.1.1, 3.1.2 and 3.1.3 of the Manual and agree to be bound by the decisions of these bodies that affect us as the License Applicant.
- 8) We confirm that we are legally based in the territory of the FAI and will play our home matches only within that territory (an exception to this rule is allowed in the case of Derry City FC). We accept that a change in our designated stadium is subject to a decision of the competent body responsible for the respective competitions (UEFA if UEFA competition).
- 9) We confirm we;
  - Have the right to use the name and brands of the club and agree not to change the name of the club for advertising/promotional purposes; and
  - Agree to accept no clauses in contracts with television, sponsors or other commercial partners that could
    restrict the club in its freedom of decision or affect its management.
- 10) The FAI reserves the right to approve the name under which the football company participates in the national Competitions.
- 11) We accept that only members of the FAI can apply for and obtain a licence and that Members who are individuals cannot apply for or obtain a licence. We further accept that only licence applicants and the FAI Licensing Manager can appeal and be a party to appeal proceedings.
- 12) We accept that we 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.
- 13) We accept that we must be the sole beneficial owner of all the club's players' contracts and have sole control of football activities as specified under 4.1.2 of the Licensing Manual.
- 14) We accept that we are responsible for ensuring that all players of the club in the League of Ireland are registered with the Football Association of Ireland and, if non-amateur players, have a written player's contract with the club.



- 15) We accept that if we decide to change our legal entity, which is recognised as a member of the FAI, we must submit full details of the proposed change to the FAI Club Licensing Committee as outlined in 4.1.2 of the Club Licensing Manual.
- 16) We confirm we have provided evidence (if applicable) with our Application Pack of any relationships (financial or otherwise) between our club and any other legal entities that are wholly owned, associated or affiliated to the licence applicant. We confirm we will inform the FAI of any such relationships which are formed during the life of our licence.
- 17) We confirm that we will inform the licensor about any significant change, event or condition of major economic importance and subsequent event occurred after the submission of the licensing documentation in accordance with the rules fixed in the FAI club licensing manual.
- 18) We confirm our acceptance of the form of confidentiality agreement contained within the Application Pack.
- 19) We confirm we will only play in competitions recognized and endorsed by the FAI and will participate in competitions at international level only with the written approval of the football bodies (FAI, UEFA and FIFA). For the avoidance of doubt this does not relate to training matches.
- 20) We accept that we must not further assign the right to participate in competition at national or international level. The right to participate in such competition shall cease to apply if the club's membership of the Association ceases.
- 21) We accept that the Licensing Manager and UEFA or its nominated bodies will have the power to carry out spot checks on clubs by attending at the club 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.
- 22) We accept that the commitments, plans and proposals addressed in the CIDP must be adhered to and cannot be continuously rolled over in order to satisfy Licensing Requirements. It will be a matter for the Licensing Manager to be satisfied that genuine efforts are being made to ensure the CIDP is progressing.
- 23) We confirm that we have supplied details of the reporting perimeter, and accept that we are accountable for any consequences of an entity included in the reporting perimeter not abiding by and observing the requirements with 1 (above).
- 24) We authorise the FAI, UEFA and the UEFA Organs for the Administration of Justice to examine any relevant document and seek information from any relevant public authority or private body in accordance with Irish Law.
- 25) We accept that if the licensee / licensee applicant is put into bankruptcy or enters liquidation, this is deemed to be an interruption of membership or contractual relationship within the meaning of section 4.1.3, three year rule.
- 26) We will abide by and observe the UEFA Club Licensing and Financial Sustainability Regulations Edition 2022.
- 27) We confirm the club have and will maintain a minimum of two directors.
- 28) We confirm that all administrative, technical, medical and security staff or service providers performing any of the functions referred to in Article 36 to Article 52 of the UEFA Club Licensing and Financial Sustainability Regulations – Edition 2022 have written contracts with the club in accordance with the national legal requirements or have signed Volunteer agreements.
- 29) We confirm that each coach's contract is in line with the relevant provisions of the FIFA Regulations on the Status and Transfer of Players or have signed Volunteer agreements.

30)	We will abide by	and observe the UEFA C	Club Licensing and Financial	Sustainability I	Regulations -	- Edition 2022
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31) We co	onfirm the club ha	ve and will maintain	a minimum of two directors		
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Signed Sealed	and Delivered by				
[Full name of a	uthorised signat	ory, Date]:			
Signed Sealed	and Delivered by				



# Appendix VIII: Voluntary agreements for break-even requirement

- 1. A club may apply to the UEFA Club Financial Control Body investigatory chamber to enter into a voluntary agreement with the aim of complying with the break-even requirement.
- 2. A club is eligible to apply to enter into a voluntary agreement if it:
- (i) has been granted a valid licence to enter the UEFA Men's club competitions by its national licensor but has not qualified for a UEFA Men's club competition in the season that precedes the entry into force of the voluntary agreement; or
  - has qualified for a UEFA Men's club competition and fulfils the break-even requirement in the monitoring period that precedes the entry into force of the voluntary agreement; or
  - has been subject to a significant change in ownership and/or control within the 12 months
    preceding the application deadline.

The club must not have been party to a voluntary agreement (as defined in this annex) or subject to a disciplinary measure or settlement agreement (as foreseen in the Procedural rules governing the UEFA Club Financial Control Body) within the last reporting periods.

A voluntary agreement can cover several reporting periods.

A voluntary agreement includes a structured set of obligations which are individually tailored to the situation of the club, break-even targets defined as annual and aggregate break-even results for each reporting period covered by the agreement, and any other obligations as agreed with the UEFA Club Financial Control Body investigatory chamber.

#### **Process**

- 1. The application deadline is the 31 December preceding the licence season in which the voluntary agreement would come into force.
- 2. When applying for a voluntary agreement the club must:
  - a) submit a long-term business plan, consisting of a balance sheet, a profit and loss account and a cash flow statement which must be based on reasonable and conservative assumptions, in the form communicated by the UEFA administration, including future break-even information;
  - **b)** demonstrate its ability to continue as a going concern until at least the end of the period covered by the voluntary agreement;
  - c) submit an irrevocable commitment(s) by an equity participant(s) and/or related party(ies) to make contributions for an amount at least equal to the aggregate future break-even deficits for all the reporting periods covered by the voluntary agreement. This irrevocable commitment must be evidenced by way of a legally binding agreement between the licensee and the equity participant and/or related party and, if required by the UEFA Club Financial Control Body investigatory chamber, it must also be secured by means of either:
    - (i) payments into an escrow account, or
    - (ii) such other form of security as the UEFA Club Financial Control Body investigatory chamber considers satisfactory (e.g. a guarantee from another company in the legal group structure outside the reporting perimeter);
  - **d)** demonstrate its ability to meet the targets and obligations agreed with the UEFA Club Financial Control Body investigatory chamber.

The UEFA Club Financial Control Body investigatory chamber reviews each application and is free to conclude the corresponding voluntary agreement or not.



The UEFA Club Financial Control Body investigatory chamber monitors the proper and timely implementation of voluntary agreements.

Clubs bound by a voluntary agreement:

- a) undertake to provide the UEFA administration with information on a timely basis evidencing their agreement;
- b) may be subjected to disciplinary measures by the UEFA Club Financial Control Body investigatory or adjudicatory chamber as foreseen in the Procedural rules governing the UEFA Club Financial Control Body if they fail to comply with the terms of their voluntary agreement.