

# REGULATIONS GOVERNING THE QUALIFICATION AND REGISTRATION OF CRICKETERS FOR THE REGIONAL HOST COMPETITIONS

## 1. DEFINITIONS

In these Regulations:

“**Academy Player**” means a cricketer registered on a Regional Host’s Academy Programme.

“**Academy Programme**” means the training and development programme run for young players by each, respective, Regional Host, providing an environment that offers high quality individualised development opportunities and experiences to develop players.

“**Academy Regulations**” means the Regulations for the Registration of Regional Host Girls’ Academy Players.

“**Appeal Panel**” means the Appeal Panel, appointed pursuant to Regulation 11.

“**Approved Cricket**” means a Domestic Cricket Event as defined by the ICC in ICC Regulation 32A (Domestic Cricket Events) of the ICC Regulations.

“**Approved Playing Contract**” means either a Regional Host Standard Contract, a Regional Host Paid as you Play Agreement or an England Allocation Agreement.

“**CDC**” means the Cricket Discipline Commission of the ECB.

“**Competitive Women’s Cricket**” means Competitive Women’s Cricket or Official Cricket as recognised by the ICC and, at the discretion of the ECB, other Approved Cricket which is not recognised as Competitive Women’s Cricket or Official Cricket by the ICC, but which is played by teams which also play Competitive Women’s Cricket.

“**Cricketer**” means a cricketer who is or seeks to be qualified and/or registered in accordance with these Regulations.

“**ECB**” means the England and Wales Cricket Board, or a duly appointed committee thereof.

“**ECB Regulations**” means any ECB rules, regulations, codes or policies as are in force from time to time.

“**EEA**” means the European Economic Area, namely the Republic of Ireland, Belgium, the Netherlands, Luxembourg, France, Italy, Germany, Denmark, Greece, Spain, Portugal, Austria, Finland, Sweden, Norway, Liechtenstein, Iceland, Cyprus, the Czech Republic, Estonia, Hungary, Latvia, Lithuania, Malta, Poland, Slovakia, Slovenia, Bulgaria, Romania and Croatia and includes each of its member states as from time to time applicable.

“**England Allocation Agreement**” means an agreement signed by the Regional Host, the England Centrally Contracted Cricketer and the ECB agreeing that the England Centrally



Contracted Cricketer may play for the Regional Host's Team.

**"England Central Contract"** means a contract between a Cricketer and the ECB for that Cricketer to play for the England team on a professional basis.

**"England Centrally Contracted Cricketer"** means a Cricketer party to an England Central Contract.

**"Finals Stages"** means in relation Regional Host Competitions, the period from the day after the last scheduled group match in the relevant Regional Host Competition to the last scheduled day for the final of that Regional Host Competition.

**"Governing Body"** means, in relation to a Qualified or an Unqualified Cricketer, the Governing Body or Bodies (if any) for cricket of any ICC Member Country or Countries for which she is qualified to play in International Women's Cricket under ICC Regulations.

**"Group Stages"** means in relation to Regional Host Competitions, the period from the first scheduled group match of the Regional Host Competitions until the last scheduled group match in the Regional Host Competitions.

**"ICC"** means the International Cricket Council.

**"ICC Player Eligibility Regulations"** means any Regulations of the ICC affecting eligibility for International Women's Cricket, as may be added to, and/or amended, by the ICC from time to time.

**"ICC Full Member Country"** means a country defined as such by the ICC.

**"ICC Member Country"** means a country which is a member of the ICC.

**"ICC Regulations"** means the ICC Regulations as amended from time to time.

**"International Women's Cricket"** as defined in the ICC Regulations.

**"Notice of Appeal"** shall have the meaning set out at Regulation 9.3.

**"Official Cricket"** means cricket which is classified as official women's cricket under the ICC Regulations.

**"Professional Cricket"** means all competitive cricket played by teams of a professional standard or in which the Cricketer is being paid to participate as a professional player, in each case whether or not recognised as Official Cricket by the ICC and includes all Competitive Women's Cricket.

**"Qualified Cricketer"** shall have the meaning set out in Regulation 2.1.

**"Regional Host"** means the organisation which has entered into an agreement with the ECB to operate as part of the Regional Structure, including operating a Regional Host Team.

**"Regional Host Competitions"** means the women's 50-over tournament and the 20-over tournament in the Regional Structure. The Regional Host Competitions are female only



competitions.

**“Regional Host Paid as you Play Agreement ”** means an ECB-approved form of player contract, between a Cricketer (or an Academy Player on loan to a Regional Host Team) and a Regional Host, providing for that Cricketer (or loaned Academy Player) to play for that Regional Host’s Team and for the Cricketer (or loaned Academy Player) to be paid per match played.

**“Regional Host Standard Contract ”** means an ECB-approved standard form of contract, between a Cricketer and a Regional Host, providing for that Cricketer to play in Regional Host Competitions on behalf of that Regional Host as part of the Regional Structure, for the full one-year season.

**“Regional Host Team”** means a team playing in the Regional Host Competitions.

**“Regional Structure”** means the structure of Regional Host Teams and Academy Programmes administered by the Regional Hosts to provide players with high quality training environments and new, nationwide ECB competitions, with a view to developing the most talented female cricketers and providing the basis for sustained international success.

**“Unqualified Cricketer”** means any Cricketer who does not fulfil all of the requirements of Regulation 2.1.

## **2 QUALIFICATIONS FOR REGISTRATION FOR THE REGIONAL HOST COMPETITIONS**

2.1 Subject to the overriding discretion of the ECB and subject to the exceptions as provided below, a Cricketer will only be qualified to play in a Regional Host Competition match (a **“Qualified Cricketer ”**) if:

- (a) she is either: (i) a British or Irish citizen; or (ii) an EU, EEA or Swiss citizen with settled or pre-settled status under the EU Settlement Scheme; and
- (b) she has not, within the 12 months leading up to April 1st immediately before the season in question, or at any time subsequently before applying for and being granted her registration with her Regional Host either (i) played International Women’s Cricket for any ICC Full Member Country except England at U17 level or above, or (ii) played Professional Cricket in any ICC Full Member Country outside England and Wales or Professional Cricket in any other country outside England and Wales which is organised by or on behalf of any Full Member Country, except for Competitive Women’s Cricket or other Official Cricket or Approved Cricket as an overseas cricketer under local rules promulgated by the relevant governing body of the ICC Member Country similar to Regulation 3, or in any other circumstances approved by the ECB or (iii) played Professional Cricket in any country which is not recognised as Official Cricket or Approved Cricket; and



- (c) she does not, during the currency of her contract or registration with her Regional Host either (i) play International Women's Cricket for any ICC Full Member Country except England at U17 level or above, or (ii) play Professional Cricket in any ICC Full Member Country outside England and Wales or Professional Cricket in any other country outside England and Wales which is organised by or on behalf of any Full Member Country, except for Competitive Women's Cricket or other Official Cricket or Approved Cricket as an overseas cricketer under local rules promulgated by the relevant governing body of the ICC Member Country similar to Regulation 3, or in any other circumstances approved by the ECB or (iii) play Professional Cricket in any country which is not recognised as Official Cricket or Approved Cricket; and
- (d) she makes, whenever requested by the ECB, a declaration in the form set out in Annex A to these Regulations.

**2.2** If at any time the Cricketer becomes disqualified through the provisions of Regulation 2.1(c), she must notify both the ECB and her Regional Host. In this circumstance, subject to the overriding discretion of the ECB, the ECB will immediately cancel the Cricketer's registration as a Qualified Cricketer and she may not apply again for registration as a Qualified Cricketer during the term of the contract between the Cricketer and the Regional Host for which she was originally registered as a Qualified Cricketer.

**2.3** Where a Cricketer does not fulfil, or at any time ceases to fulfil, all of the conditions in Regulation 2.1 the ECB may for the purposes of exercising its overriding discretion pursuant to Regulation 2.1 or 2.2 above require her to attend a hearing at the ECB's offices in London to advance any case that she might have that the discretion should be exercised in her favour, answer any questions the ECB may have and provide any documents or other materials that the ECB considers may be relevant.

### **3 UNQUALIFIED CRICKETERS**

The ECB retains an overriding discretion over the provisions and application of Regulation 3.

**3.1** Any Cricketer who does not meet the criteria to be a Qualified Cricketer under Regulation 2 may be registered as an Unqualified Cricketer, subject always to the remaining provisions of Regulation 3 and Regulation 4.

**3.2** Each Regional Host shall be entitled to have a maximum of one Unqualified Cricketer registered at any one time.

**3.3** A Regional Host will not be entitled to register an Unqualified Cricketer who has within the 12 months leading up to 1 April immediately before the season in question or at any time subsequently before applying for and being granted her registration with her Regional Host, played Professional Cricket in any country which is not recognised as Official Cricket or Approved Cricket.

**3.4** Notwithstanding Regulations 3.1 or 3.2, a Regional Host may temporarily replace its one



Unqualified Cricketer for a specific match or matches in the Finals Stage of Regional Host Competitions where the proposed temporary replacement Unqualified Cricketer is eligible to play in that match or matches by complying with one or more of the conditions in Regulation 3.6. As such, the maximum number of Unqualified Cricketers who can be fielded by a Regional Host Team in each such match remains set at one.

- 3.5 If an Unqualified Cricketer, during the currency of her contract with a Regional Host, plays Professional Cricket in any country which is not recognised as Official Cricket or Approved Cricket then, subject to the overriding discretion of the ECB, the Cricketer's registration as an Unqualified Cricketer will be cancelled.
- 3.6 In order to be eligible to play for a Regional Host Team in a match in the Finals Stage of Regional Host Competitions an Unqualified Cricketer must have been:
- (a) registered by that Regional Host Team's and played in at least one match for that Regional Host Team in the Group Stages of the relevant Regional Host Competition; and/or
  - (b) registered by that Regional Host Team and named in that Regional Host Team's squad for an abandoned match in the Group Stages of the relevant Regional Host Competition; and/or
  - (c) registered by that Regional Host Team for a match in the Group Stages of the relevant Regional Host Competition and obtained a medical certificate to confirm that she was unfit to play in that match or confirm that she was isolating at the time of the match in connection with COVID-19 (and provided evidence of that if requested by the ECB).
- 3.7 A Regional Host shall be entitled to change or temporarily substitute its registered Unqualified Cricketer after the commencement of the season subject always to the provisions of these Regulations.
- 3.8 An Unqualified Cricketer must be registered by a Regional Host to play for that Regional Host Team for a minimum period of 21 consecutive days, save only where:
- (a) the Regional Host wishes to register the Unqualified Cricketer during the final 21 day period of the season and the ECB has been notified in writing by the relevant Regional Host of its proposed registration of that Unqualified Cricketer by the start of that 21 day period (and for the avoidance of any doubt this Regulation 3.8(a) should not be construed as in any way permitting the cancellation of the registration of another Unqualified Cricketer within 21 days of her registration); and/or
  - (b) the Regional Host has temporarily replaced its registered Unqualified Cricketer pursuant to Regulation 3.4, in which case registration will be deemed to remain in force solely for the duration of the specified match or matches, as listed in the registration application, in which the relevant Regional Host Team participates, after which time the registration of that additional Unqualified Cricketer shall be deemed to have been automatically cancelled.



- 3.9** Where a Regional Host wishes to cancel the registration of one Unqualified Cricketer and on the same day register another Unqualified Cricketer in accordance with these Regulations, that day shall be deemed to constitute the last day of registration for the first Unqualified Cricketer and the first day of registration for the replacement Unqualified Cricketer. Only one of these Unqualified Cricketers may play in any match on that day.
- 3.10** Where an Unqualified Cricketer has been registered during the close season or during a previous season, the 21-day minimum registration time period shall only be deemed to run from the first day of the following season.
- 3.11** Each Unqualified Cricketer must be registered before the first Regional Host Competition match in which she represents the relevant Regional Host Team.
- 3.11** A Regional Host will not under any circumstances be entitled to register:
- (a) an Unqualified Cricketer who has already contracted with another Regional Host to play for that other Regional Host's Team in a match in Regional Host Competitions during the relevant season; or
  - (b) an Unqualified Cricketer who has within the 12 months leading up to 1st April immediately before the season in question or at any time subsequently before applying for and being granted her registration with her Regional Host, played Professional Cricket in any country which is not recognised as Official Cricket or Approved Cricket.
- 3.12** A Regional Host shall not make a legally binding arrangement with any player, whether in the form of a contract of employment or otherwise, to play her as a registered Unqualified Cricketer, for any period which:
- (a) if such legally binding arrangement is made during a season, extends beyond that season; and
  - (b) if such legally binding arrangement is made during a close season, extends beyond the ensuing season.
- 3.13** A Regional Host wishing to register an Unqualified Cricketer must first obtain the written consent of that Cricketer's Governing Body (if any) in accordance with the ICC Regulations.
- 3.14** If an Unqualified Cricketer, having been registered:
- (a) indicates by whatever means that she is unavailable for or declines selection by her Governing Body for an official tour or other competition, her Regional Host Team may not, except with the prior consent of the ECB, play the Cricketer in any Competitive Women's Cricket match during the currency of that tour or while her country's team is involved in the tour or competition in question; or
  - (b) during the currency of her contract with a Regional Host plays Professional Cricket in any country which is not recognised as Official Cricket or Approved Cricket then, subject to the overriding discretion of the ECB, the Cricketer's

registration as an Unqualified Cricketer will be cancelled and she shall not be permitted to apply again for registration during the term of the contract between the Cricketer and the Regional Host for which she was originally registered as an Unqualified Cricketer.

## **4 REGISTRATION PROVISIONS**

- 4.1** Subject to the overriding discretion of the ECB and the provisions of Regulations 4.2, 4.3, 4.4 and 5, a Regional Host may register any Cricketer subject to any terms and conditions which the ECB may think fit to impose.
- 4.2** The ECB shall have an overriding discretion to refuse to grant a registration in respect of any given Cricketer where:
- (a) a Regional Host is subject to any applicable player registration sanctions under any ECB Regulations; and/or
  - (b) the Cricketer in question is subject to any suspension or period of ineligibility under any ECB or ICC Regulations or the Regulations of another ICC Member Country; or
  - (c) having given the relevant Regional Host and Cricketer a reasonable opportunity to make representations the ECB considers, in its absolute discretion, that the grant of such registration adversely affects (or is likely to adversely affect) the best interests, image or reputation of Competitive Women's Cricket, the ECB or cricket generally, including but not limited to where the Cricketer in question is the subject of any allegations, investigations or charges by the ECB, ICC, another ICC Member Country, police or other law enforcement body relating to any doping, corruption or criminal offence or any other serious misconduct.
- 4.3** Except with the approval of the ECB, each Regional Host may have a maximum of 30 (or a maximum as otherwise specified by the ECB from time to time) Cricketers registered for it at any one time, including a maximum of 1 Unqualified Cricketer and any Qualified Cricketers with an England Central Contract that the Regional Host may wish to register.
- 4.4** Subject to the overriding discretion of the ECB:
- a) No Cricketer may be registered for more than one Regional Host in the same season, unless paragraphs (c) or (g) apply.
  - b) No Cricketer may be registered for a Regional Host whilst she is registered with the Academy of another Regional Host in accordance with the Regional Host Academy Regulations.
  - c) A Qualified Cricketer whose registration with a Regional Host has been validly cancelled during the current season may only be registered with another Regional Host during the current season if she was contracted for one of the Regional Hosts for the entire season, but her contract was terminated mid-

season.

- d) Any registration in accordance with paragraph (c) will be subject to the requirements stipulated in Regulation 12.4.
- e) If a Qualified Cricketer is registered with another Regional Host during the current season in accordance with paragraph (c), she shall not be eligible to play in the current season for her new Regional Host in the Finals Stage of a Competition unless she has, within the current season:
  - i. played in at least one match for her new Regional Host Team in the Group Stages of that Competition; and/or
  - ii. been named in her new Regional Host Team's squad for an abandoned match in the Group Stages of that Competition; and/or
  - iii. been registered by her new Regional Host to play in that new Regional Host's Team at the time of a match in the Group Stages of that Competition and obtained a medical certificate to confirm that she was unfit to play in that match or otherwise confirmed that she was isolating at the time of the match in connection with COVID-19 (and provided evidence of that if requested by the ECB).
- f) In the case of a dispute arising from the Cricketer's contract with her first Regional Host being terminated, it shall be at the discretion of the ECB to determine whether the registration may be transferred.
- g) No Cricketer may be registered for one Regional Host when contracted in writing by another Regional Host unless the contract only relates to a period commencing after the end of the current season.
- h) A Qualified Cricketer may be loaned to another Regional Host in accordance with Regulation 12.

## **5 FURTHER PROVISIONS RELATING TO REGISTRATION**

**5.1** Subject to the overriding discretion of the ECB, no Cricketer may:

- (a) be registered for a Regional Host until:
  - (i) she has completed the PCA Online Anti-Corruption Module, the PCA Illicit Drugs On-Line Module and the ECB Cardiac Screening Pre-Registration Requirements as set out on the ECB website at the time of registration; and
  - (ii) she holds a signed Approved Playing Contract;
- (b) play for a Regional Host Team in any Regional Host Competition match unless:
  - (i) she is registered for that Regional Host Team or loaned to that Regional Host Team in accordance with these Regulations; and



- (ii) the Regional Host with which she is registered has submitted to the ECB a signed undertaking in the form prescribed by ECB.

- 5.2** Every registration shall remain effective until cancelled or suspended in accordance with Regulation 6.
- 5.3** An application for registration including a copy of the Cricketer's signed Approved Playing Contract with the Regional Host, associated Agency Transaction Form and other supporting paperwork as required in each particular case by the ECB must be submitted by the Regional Host on the ECB's official Application Form signed by the Responsible Officer of the Regional Host (or another authorised official), the Cricketer and, where the Cricketer is under 18 years old, her parent/guardian.
- 5.4** Not later than the last working day prior to the first day of the season in each year, each Regional Host shall send to the ECB and to every other Regional Host, in a form prescribed by the ECB, lists of:
- (a) its registered Cricketers showing the category of Approved Playing Contract in place for each Cricketer for all or part of the relevant season;
  - (b) any Cricketers on loan to play for that Regional Host's Team, including the relevant competition(s) to which the loan relates; and
  - (c) the Cricketers whose registrations for that Regional Host have been cancelled since the circulation of the previous season's list.
- 5.5** When a Regional Host registers a Cricketer, any such registration and the information regarding that Cricketer listed in Regulation 5.4 must be notified to the other Regional Hosts within 14 days after such registration is approved by the ECB
- 5.6** No Cricketer may play in any Competitive Women's Cricket match unless the Regional Host has satisfied the ECB, if so required by the ECB, that the contractual position between the Regional Host and the Cricketer has been agreed and covers the relevant period, which may be for part of a season only.
- 5.7** If at any time after the season's list is lodged with the ECB, a Regional Host agrees with a Cricketer a new date for when her contract of employment will expire or terminate which renders the information given under Regulation 5.4(a)(ii) out-of-date, it will promptly notify both the ECB and all other Regional Hosts and provide them with the updated information regarding that Cricketer listed in Regulation 5.4.
- 5.8** A registration will not become effective until the ECB has issued a confirmation of that registration, provided that in a case of emergency the Chief Executive of the ECB or their authorised deputy may grant a temporary registration which shall have the full effects of registration before an Application Form and supporting paperwork, completed and satisfactory in all respects, have been received and considered by the ECB, subject to such an Application Form being subsequently lodged within such a period as the Chief Executive of ECB (or their authorised deputy) shall require.

## 6 CANCELLATION/SUSPENSION OF REGISTRATION

6.1 Cancellation of a registration may only take place as follows:

- (a) by written notice to the ECB signed by the Regional Host and the Cricketer agreeing to such cancellation; or
- (b) by written notice by either the Regional Host or the Cricketer to the ECB and to the other in any case where the Cricketer has ceased to be employed by the Regional Host in question to play as part of their Regional Host Team and the ECB is satisfied that no infringement of Regulation 7.1 or 7.2 has occurred; or
- (c) by way of automatic cancellation in accordance with Regulation 3.7(b); or
- (d) by the ECB:
  - (i) in the case of a temporary registration which is not followed by an Application Form completed and satisfactory in all respects within such period as may be required pursuant to Regulation 5.8; or
  - (ii) to give effect to a decision of the CDC or any other tribunal or panel appointed under any ECB or ICC Regulations or the Regulations of another ICC Member Country (as applicable); or
  - (iii) if it considers, in its absolute discretion and having given the relevant Regional Host and Cricketer a reasonable opportunity to make representations, that such cancellation would be in the best interests of Competitive Women's Cricket, the ECB or cricket generally including but not limited to where the Cricketer in question is the subject of any allegations, investigations or charges by the ECB, ICC, another ICC Member Country, police or other law enforcement body relating to any doping, corruption or criminal offence or any other serious misconduct;
  - (iv) where the Cricketer in question ceases to be eligible to be registered as a Qualified Cricketer pursuant to Regulation 2 or as an Unqualified Cricketer pursuant to Regulation 3 (as the case may be) or otherwise to give effect to the relevant provisions of Regulations 2 or 3 (as applicable); or
  - (v) in the case of any registered Cricketer (whether on a list supplied by her Regional Host pursuant to Regulation 5.4 or otherwise) such Cricketer does not hold a signed Approved Playing Contract with her Regional Host to play for that Regional Host's Team; or
  - (vi) if, within a reasonable period after she has been requested to do so by the ECB, a Qualified Cricketer has not made and delivered to the ECB a declaration in the form set out in Annex A to these Regulations, including, if so requested, a renewal of such declaration and such other undertaking or declaration as the ECB may from time to time require; or
  - (vii) in the case of an Unqualified Cricketer, if the Regional Host holding her

registration fails to provide the written consent of her Governing Body in respect of the relevant season in accordance with Regulation 3.13; or

- (vii) in the case of an England Centrally Contracted Cricketer, if the ECB, in their sole discretion, changes that Cricketer's Regional Host Team allocation meaning that the Regional Host with which that Cricketer is registered needs to be changed.

**6.2** Without prejudice to the ECB's rights to cancel a Cricketer's registration pursuant to Regulation 6.1, the ECB may elect to suspend a Cricketer's registration:

- (i) to give effect to a decision of the CDC or any other tribunal or panel appointed under any ECB or ICC Regulations or the Regulations of another ICC Member Country (as applicable); or
- (ii) if it considers, in its absolute discretion and having given the relevant Regional Host and Cricketer a reasonable opportunity to make representations, that such suspension would be in the best interests of Competitive Women's Cricket, the ECB or cricket generally including but not limited to: (i) as a result of any failure by the Regional Host or the Cricketer to comply with any terms and conditions imposed by the ECB under Regulation 4.1; and/or (ii) where the Cricketer in question is the subject of any allegations, investigations or charges by the ECB, ICC, another ICC Member Country, police or other law enforcement body relating to any doping, corruption or criminal offence or any other serious misconduct.

**6.3** If the registration of a Cricketer is cancelled but her contract with a Regional Host remains effective for any period thereafter the Regional Host will so notify the ECB, and the Cricketer will remain, until the contract terminates, subject to and bound by the ECB Regulations and in all respects subject to the ECB's jurisdiction as if she had remained a registered Cricketer. If the registration of a Cricketer is suspended, the Cricketer will remain subject to and bound by the ECB Regulations and in all respects subject to the ECB's jurisdiction.

**6.4** If the registration of a Cricketer is cancelled or suspended at any time (for any reason), the Regional Host with whom the Cricketer was previously registered must notify, in the written form prescribed by the ECB at Regulation 5.4, all the other Regional Hosts within 14 days of such cancellation or suspension being notified to or by the ECB (as applicable).

**6.5** Unless otherwise notified in writing by the ECB at the time of the suspension, the suspended Cricketer shall, if a Qualified Cricketer, be counted against the maximum limit set in Regulation 4.3 and, if an Unqualified Cricketer, remain subject to the minimum 21 consecutive day period of registration and be counted against the Regional Host's maximum Unqualified Cricketer limits in Regulation 3. Any such suspended Cricketer shall, during any such period of suspension, remain subject to these Regulations but not be eligible to play in any Regional Host Competitions.

## **7 NEGOTIATIONS BETWEEN REGIONAL HOSTS AND CRICKETERS**

- 7.1** A Regional Host must not approach or be involved in discussions with any Cricketer registered by another Regional Host or any agent or other person on her behalf with a view to offering her a trial or registering her or employing her in any capacity unless Regulation 7.3 or 7.4 applies. A Regional Host which fails to comply with this Regulation 7.1 shall be liable to penalty to be determined pursuant to the CDC Regulations.
- 7.2** Each registered Cricketer shall be deemed to have undertaken that neither she nor any agent or other person on her behalf will approach or be involved in discussions with any other Regional Host with a view to employment in any capacity unless Regulation 7.3 or 7.4 applies. A Cricketer who breaches this undertaking shall be liable to suspension and/or an unlimited fine (as determined, where necessary, by a Disciplinary Panel pursuant to the CDC Regulations).
- 7.3** Regulations 7.1 and 7.2 shall not apply to approaches or discussions to which the Regional Host with whom the Cricketer is registered has given its prior written consent, such consent not to be unreasonably withheld or delayed. A Regional Host shall be deemed to have given such consent in any case where it has informed the Cricketer in question in writing that she will not be offered a new Regional Host Standard Contract when her present Regional Host Standard Contract expires, or, if she has no Regional Host Standard Contract, that she will not be offered a Regional Host Standard Contract for the next season. For the purposes of this Regulation 7.3, the ECB shall have an overriding discretion to disapply Regulations 7.1 and 7.2 in circumstances where it believes that a Regional Host is acting or has acted unreasonably in withholding or delaying its consent.
- 7.4** Regulations 7.1 and 7.2 shall not apply to approaches or discussions which:
- (a) are not commenced until written notice of intention to commence them has been given to the Regional Host with whom the Cricketer is registered (such notice to be copied to the ECB), and
  - (b) either (i) take place to or with a Cricketer whose Regional Host Standard Contract with that Regional Host has come to an end or who never had a Regional Host Standard Contract; or (ii) are first initiated after 1st June in any season to or with a Cricketer whose Regional Host Standard Contract expires prior to the start of the season in the following year.
- 7.5** In order to discourage informal approaches, including approaches through a Regional Host's registered Cricketers, if an employee or agent (including another Cricketer) or official or member of the Governing Body of a Regional Host approaches or is involved in discussions with a Cricketer or any agent or other person on her behalf, such approach or discussions shall be regarded for the purposes of this Regulation as an approach or discussion on behalf of that Regional Host, except in circumstances where the Regional Host satisfies the ECB that this was contrary to a written instruction received by the employee or agent or official or member of the Governing Body concerned and that the employee or agent or official or member of the Governing Body concerned had not been authorised to make the approach or to be involved in the discussions. For this

purpose a person shall be deemed to be an agent of a Regional Host at any time when he or she is engaged in an activity at the request of, or with the authority of, that Regional Host or in respect of which he or she receives any remuneration or other benefit (including reimbursement of any part of his or her expenses) from that Regional Host or on the basis of past experience could reasonably expect to receive any such remuneration or other benefit as aforesaid.

## **9 DISPUTES**

Any unresolved dispute as to the interpretation or implementation of these Regulations shall be referred to the ECB for a decision. Such decision, subject to the provisions for appeal contained in Regulation 11 below, shall be final and binding on the parties to the dispute.

## **10 NOTICES**

Any notice to be given to a Regional Host under these Regulations shall be deemed to be properly given if delivered by hand, email or sent by first class or registered post addressed to the Chief Executive of the Regional Host at the address for that Regional Host registered with the ECB. Any notice to be given to a Cricketer under these Regulations shall be deemed to be properly given if delivered by hand or sent by first class or registered post to her at her last known address in the United Kingdom with a copy to her Regional Host marked for her attention. Any such notice shall be deemed to be served on the second day following that on which it is posted, save in the case of hand delivery or email in which case service will be deemed to have taken place on the date of hand delivery or the sending of the email (as applicable).

## **11 APPEALS PROCEDURE**

**11.1** Appeals from parties directly affected by decisions of the ECB under these Regulations shall be made to the Appeal Panel (the “Appeal Panel”). Any dispute as to whether a party is directly affected by a relevant decision of the ECB shall also be resolved by the Appeal Panel.

**11.2** The Appeal Panel will hear appeals on the merits against decisions made by the ECB including against any sanction or penalty imposed as a result, or as part, of that decision. The Appeal Panel shall determine the dispute in accordance with these Regulations and, where appropriate, the laws of England and Wales. However, the Appeal Panel will also pay due regard, to the extent permitted by law, to the fact that certain decisions are made in the exercise of the absolute discretion of the ECB and that the ECB is the guardian of the game of cricket in England and Wales and is in a unique position to assess the best interests of the game.

**11.3** A written notice of the Appeal complying with Regulation 11.4 below (a “Notice of Appeal”) must be received by the ECB’s Head of Women’s Domestic Cricket within 14

days of receipt of notification by the directly affected party of the relevant decision. Failure so to lodge a written Notice of Appeal complying with the requirements of Regulation 11.4 below will mean that the appeal is out of time and it will not be entertained by the Appeal Panel, unless the Appellant can demonstrate to the Appeal Panel that there were exceptional reasons justifying such failure.

- 11.4 The Notice of Appeal must state (i) the decision or part of the decision or the penalty/sanction against which the Appeal is made (ii), the grounds and basis of the Appeal and, (iii) the nature of the remedy sought. The Notice of Appeal must be accompanied by a deposit of £1,000 which may be used to defray part of any costs awarded against the appellant or returned to him/her in whole or in part after the Appeal Hearing at the discretion of the Appeal Panel.
- 11.5 As soon as reasonably practicable following receipt of the Notice of Appeal, the Chairman of the CDC shall appoint the Appeal Panel comprising three members, one from a list of suitable persons nominated by the PCA, one to be nominated by the Chairman of the ECB and a suitably qualified Chairman of the Appeal Panel to be nominated by Sport Resolutions (UK).
- 11.6 The Chairman of the Appeal Panel shall fix a date for the appeal hearing which shall normally be within 28 days of the lodging of the Notice of Appeal.
- 11.7 The Appeal Panel shall determine its own procedure, provided that this shall include the opportunity for each party to present his/its case. The ECB will normally be represented as a party to any appeal against a decision of the ECB.
- 11.8 Decisions of the Appeal Panel shall be by majority vote and where necessary the Chairman of the Panel shall have a casting vote.
- 11.9 Decisions of the Appeal Panel shall be communicated in writing to the parties as soon as possible after the hearing.
- 11.10 The Appeal Panel shall have unlimited power to award costs against either party. For the avoidance of any doubt, the payment of the £1,000 deposit should in no way be construed as a cap on the costs liability of any party which submits an Appeal.
- 11.11 Any decisions made pursuant to these Regulations shall stand and be enforceable by the ECB pending determination of any appeal pursuant to this Regulation.
- 11.12 The decision of the Appeal Panel shall be final and binding on all parties to the appeal and there shall be no right of appeal of any kind by any party to any body whatsoever on any ground whatsoever, and/or the parties shall be deemed to have waived irrevocably any right to appeal, review or recourse to a court of law, arbitral body or any other body of any nature.

## **12 LOAN SYSTEM**

Subject to the overriding discretion of the ECB, loans of: (a) Qualified Cricketers from the Regional Host with which they are registered; or (b) Academy Players from the Academy



Programme on which they are registered to a the Regional Host Team of another Regional Host, are only permitted as set out in this Regulation 12. The overriding discretion of the ECB with regards to this Regulation 12 is likely only to be exercised against a Regional Host Team which is subject to sanctions under any ECB Regulations.

- 12.1** The loan of a registered Cricketer (or Academy Player) from the Regional Host Senior Team (or Academy Programme) of one Regional Host (the “**Home Regional Host**”) to the Regional Host Team of another Regional Host (the “**Away Regional Host**”), (in each instance the Cricketer or Academy Player on loan then being a “**Loaned Player**”), will be permitted as long as the ECB are informed in writing of the loan, and have approved the loan, prior to the commencement of the loan period. In order for an Academy Player to be eligible to be a Loaned Player, she must be eligible to be registered as a Qualified Cricketer under these Regulations.
- 12.2** Loans may only take place with the written agreement of all relevant parties, being: (i) the Home Regional Host; (ii) the Away Regional Host; and (iii) the Loaned Player. A Regional Host wishing to take on a Loaned Player who has not been advertised for loan must first direct its approach to the Regional Director of Women’s Cricket for the Home Regional Host, and in no circumstances should any approach be made to the Loaned Player by any representative of the Away Regional Host (or the Away Regional Host’s Team) wishing to take her on loan until approval has been given by the Home Regional Host. A Cricketer (or Academy Player) interested in being offered out on loan must address this with her Regional Host’s Regional Director of Women’s Cricket and in no circumstances approach another Regional Host Team with a view to a loan until her availability has been agreed with her Regional Host.
- 12.3** A Loaned Player may be loaned to play in: (a) all competitions for the Away Regional Host’s Team; or (b) a specific Regional Host Competition(s) affecting the Loaned Player’s availability for the Home Regional Host’s Team in other Competition(s). The Home Regional Host’s Team shall have priority should there be a conflict of fixtures for the Loaned Player.
- 12.4** Save only as set out in Regulation 12.5, loans (or an extension of a current loan to include additional Regional Host Competition(s)) must be for a minimum period of 5 days in the first instance. Subsequent extensions are permitted by agreement between the Home Regional Host, the Away Regional Host, and the Loaned Player. A loan may not be for more than one season and a loan (or an extension of a current loan to include additional Regional Host Competition(s)) may not be commenced in a close season later than a period of at least 5 days before the end of the relevant season.
- 12.5** Subject to the prior written approval of the ECB, the loan of a Loaned Player will not be subject to the restrictions in Regulation 12.4 if such loan’s core purpose is to provide a wicket-keeper for a Regional Host Team and then only for such time period as the ECB is satisfied that no other reasonable wicket-keeping options are available to that Regional Host Team.
- 12.6** A Loaned Player may only be loaned to one Away Regional Host at any one time but, subject to the relevant restrictions set out in this Regulation 12, a Loaned Player may be loaned to more than one Away Regional Host in any single season (providing it is not at

the same time).

**12.7** The agreement between the Home Regional Host and the Away Regional Host regarding the loan of the Loaned Player (including the terms of any restrictions on the Loaned Player's ability to play for the Away Regional Host's Team) will be recorded in the ECB's standard form loan agreement which must be signed by the Home Regional Host, the Away Regional Host and the Loaned Player (including the Loaned Player's parent/carer where the Loaned Player is under the age of 18). A fully signed copy must be lodged with the ECB for ECB approval.

**12.8** In order for an Academy Player to be loaned from her Home Regional Host Academy Programme to an Away Regional Host's Team, the following steps must be completed:

**12.8.1** The Away Regional Host must submit to the ECB:

- (i) a signed and completed copy of the Academy loan form, as provided by the ECB, signed by the Home Regional Host, the Away Regional Host and the Academy Player (and, if she is under 18, her parent/carer);
- (ii) any required supporting evidence demonstrating the Academy Player's eligibility under these Regulations;
- (iii) relevant supporting evidence demonstrating that she has met all registration requirements (including completion of PCA online modules);
- (iv) a signed completed Undertaking; and
- (v) where the ECB are not already in receipt of a copy, a completed and signed copy of the ECB's Young Player (Academy and EPP) Personal Data Acknowledgements and Consents Form (which the Academy Player should have completed and signed when she registered with the Academy).

**12.8.2** The ECB must issue confirmation that the loan has been accepted.

**12.9** A Loaned Player shall not be eligible to play in the Finals Stage of Regional Host Competitions for the Away Regional Host unless she has, within the current season:

- (a) played in at least one match for the Regional Host Team of the Away Regional Host in the Group Stages of that Regional Host Competition; and/or
- (b) been named in the Away Regional Host's Team squad for an abandoned match in the Group Stages of the that Regional Host Competition; and/or
- (c) been on loan to the Away Regional Host at the time of a match in the Group Stages of that Regional Host Competition and obtained a medical certificate to confirm that she was unfit to play in that match or confirms that she was isolating at the time of the match in connection with COVID-19 (and provided evidence of that if requested by the ECB).

However, no such restriction shall apply to the player's ability to play for the Home Regional Host in any Regional Host Competition.



- 12.10** The Loaned Player (where a senior Cricketer) may not return to play for the Regional Host Team of her Home Regional Host except (i) in a match in Regional Host Competitions or friendly match which is not expressly covered by the terms of the loan agreement, or (ii) in the circumstances set out in Regulation 12.13 or (iii) as a result of the termination or expiry of the loan agreement; or (iv) in exceptional circumstances and with the prior written approval of the Head of Women's Domestic Cricket. Exceptional circumstances may include unexpected international call up or an injury to a key Cricketer of the Home Regional Host's Team for whom the Cricketer would be a direct and reasonable replacement.
- 12.11** In the case of a senior Cricketer being loaned, unless otherwise agreed by each of the Home Regional Host, the Away Regional Host, and the Cricketer in writing in the loan agreement, the Away Regional Host will pay to the Home Regional Host the basic salary, National Insurance and other contractual payments (except pensions) due to the Cricketer during the course of the loan period (as set out in the Cricketer's contract with the Home Regional Host) plus VAT if applicable. In addition, during the loan period, the Cricketer will receive from the Away Regional Host any appearance monies, win bonuses or other similar bonus payments to which other members of the Away Regional Host's Team would be entitled during the loan period. The Cricketer's pension contributions will continue to be paid by the Home Regional Host.
- 12.12** In the case of an Academy Player being loaned to an Away Regional Host to play for that Away Regional Host's Team, unless otherwise agreed by each of the Home Regional Host, the Away Regional Host, and the Academy Player (and her parent/carer where she is under the age of 18) in writing in the loan agreement, the Away Regional Host will enter into a Regional Host Paid as You Play Agreement with the loaned Academy Player to cover any appearance monies, win bonuses or other similar bonus payments to which other members of the Away Regional Host's Team would be entitled during the loan period.
- 12.13** The registration of a Loaned Player (as determined by these Regulations for a senior Cricketer and the Academy Regulations for an Academy Player) will remain with the Home Regional Host throughout the loan period.
- 12.14** At the end of the loan period (including any extensions) the Loaned Player will return to the Home Regional Host and, in the case of a senior Cricketer, will be entitled to the normal benefits of her contract with that Home Regional Host (until its expiry).
- 12.15** Unless expressly stipulated otherwise in the loan agreement, in the case of a senior Cricketer on loan, the Home Regional Host may recall the Cricketer to play in a match or matches in the Finals Stage of Regional Host Competitions during the loan period, and notwithstanding any such recall the term of the loan agreement shall continue uninterrupted in accordance with its terms.

## ANNEX A



### Declaration referred to in Regulation 2.1(d) of the Regulations Governing the Qualification and Registration of Cricketers for the Regional Host Competitions

This declaration is made for the purposes of the ECB Regulations Governing the Qualification and Registration of Cricketers (the “**Regulations**”), as updated by the ECB from time to time, and the terms used in it have the meanings given to them in the Regulations.

To the England and Wales Cricket Board (the “**ECB**”)

I, [ ]

of [ ]

**DO SOLEMNLY AND SINCERELY DECLARE as follows :**

- 1 It is not my desire or intention to play cricket for any Full Member Country except England at any time in the future and accordingly from the date of this declaration I will not play, and I am not seeking to and will not seek to qualify to play, in a Test Match, a One Day International Match, an International T20 Match, any other Competitive Women’s Cricket, or any other match at Under 17 level or above for any such Full Member Country. Nor is it my desire or intention to play Professional Cricket in any Full Member Country outside England and Wales or Professional Cricket in any other country outside England and Wales which is organised by or on behalf of any Full Member Country, except for First Class Cricket, Official Cricket or Approved Cricket as an overseas cricketer under local rules similar to Regulation 3 of the Regulations, or in any other circumstances approved by the ECB and accordingly from the date of this declaration I will not so play and I am not seeking to and will not seek to so play.
- 2 I undertake and agree to abide by all ECB Rules and Regulations, Codes and Directives and further, I undertake to abide by the policies of the ECB and to always act in the best interests of cricket in England and Wales.
- 3 I acknowledge that this declaration shall not prevent me from representing an ICC Associate Member Country unless and until I have represented an ICC Full Member Country at Under 19 level or above.
- 4 I have sought and been given legal advice as to the consequences of giving a false statement in this statutory declaration.



AND I MAKE this solemn declaration conscientiously believing the same to be true,  
and by virtue of the provisions of the Statutory Declarations Act 1835.

DECLARED by the said )

)

)

at )

this                    day of

Before me,

---

Justice of the Peace or Notary Public or  
other officer authorised by law to administer  
an oath

# REGULATIONS DEFINING QUALIFICATION FOR ENGLAND

In these Regulations, words and expressions defined in the Regulations Governing the Qualification and Registration of Cricketers for the Regional Host Competitions (“**the Qualification and Registration Regulations**”) have the same meanings.

- 1 Subject to the overriding discretion of the ECB (which shall only be exercised in what the ECB adjudges to be exceptional circumstances) acting with the consent of the ICC, a Cricketer will only become qualified to play for England in a Test Match, One Day International Match or International T20 Match if:
  - (a) they are a British citizen; and either:
    - (i) they were born within England and Wales; or
    - (ii) they have been resident in England and Wales for the immediately preceding three years (within the meaning set out in Regulation 2 below); and
  - (b) they make, whenever requested by the ECB, a declaration in the form set out in Annex B to this Regulation; and
  - (c) they have not during the immediately preceding three consecutive years either
    - (i) played cricket for any ICC Full Member Country except England at under 17 level or above;
    - or (ii) played domestic Competitive Women's Cricket or First Class Cricket (as defined by the ECB) in any Full Member Country outside England and Wales, or Professional Cricket in any other country outside England and Wales which is organised by or on behalf of any Full Member Country, except as an overseas cricketer under local rules similar to Regulation 3 of the Qualification and Registration Regulations or in any other circumstances approved by the ECB; and
  - (d) they also continue to be qualified for England pursuant to the provisions laid down from time to time by ICC governing qualification for Test Matches, One Day International Matches and International T20 Matches.
- 2 In the case of a Cricketer seeking to become qualified under Regulation 1(a)(ii) above they will (until they have become qualified to play for England) only be treated as having been resident within England and Wales for the relevant consecutive period if they have spent a minimum of 210 days in each year within England and Wales (for which purpose “year” shall mean a year ending 31st March but may include the current year).
- 3 For the purpose of Regulation 1(c)(i) above, a Cricketer qualified for an ICC Associate Member Country can continue to represent that Country without adversely affecting their eligibility or interrupting their qualification period unless and until the Cricketer has played at Under 19 level or above under the auspices of the ICC for a Full Member Country.



If the player represents an ICC Associate Member Country after having represented England at U19 level or above, she will not be eligible for selection for a period of 3 years after her last appearance for the ICC Associate Member Country unless ICC Regulations specify to the contrary.

- 4 The ECB may from time to time in its absolute discretion decide that a Cricketer qualified to play for England under these Regulations shall be ineligible for selection for England for a specified period or generally and may vary or cancel that decision at any time.

This discretion may be exercised when a cricketer has acted in a manner which is fundamentally inconsistent with the ECB's requirements, including, without limitation, by representing a country other than England or Wales in any other sporting event, by playing for an England representative side which is not approved by the ECB or otherwise acting in wilful default of any of the ECB's Regulations or decisions.

## ANNEX B



### Declaration referred to in paragraphs 1(b) of the Regulations defining Qualification for England

To the England and Wales Cricket Board

I declare that it is my desire and intention to play for England if selected and accordingly I will not play, and I am not seeking and will not seek to qualify to play, in a Test Match, a One Day International Match, an International T20 Match, any other Competitive Women's Cricket Match, or any other match at Under 17 level or above for any other country.

I acknowledge that this declaration shall not prevent me from representing an ICC Associate Member Country unless and until I have represented an ICC Full Member Country, including England, at Under 19 level or above and provided that if at any time I should be selected to play on the same day for both England and such ICC Associate Country, I declare that it is my desired intention to play for England.

Signed:

Print Name:

Dated: