

TIER 2 REGISTRATION REGULATIONS



**England and Wales Cricket Board, Lord's Cricket Ground
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1 DEFINITIONS

These Regulations will come into full force and effect on the Effective Date.

In these Regulations:

Academy Player means a cricketer who is registered on a Girls' Academy Programme;

Agency Transaction Form has the meaning given to it in the ECB Agents Regulations;

Appeal Panel means the panel appointed pursuant to Regulation 11.2 to hear appeals under Regulation 11;

Appeal Panel Chair means the chair of the Appeal Panel;

Approved Cricket has the meaning given to it in the ECB's Cricket Event Regulations;

Approved Playing Contract means either a Women's Standard Contract or an England Women's Secondment Agreement with a minimum period of 14 days;

Away County has the meaning given to it in Regulation 7.2;

Chair of the Cricket Discipline Panel means the independent chair of the Cricket Discipline Panel from time to time or their authorised deputy;

Close Season means 1 October to 31 March, both dates inclusive;

Contracted Cricketer means a Qualified Cricketer who is registered with a Tier 2 County and subject to an Approved Playing Contract;

Cricket Discipline Panel means the panel of individuals responsible for adjudicating on regulatory cases on behalf of the ECB;

Cricketer means a cricketer who is or seeks to be qualified and/or registered in accordance with these Regulations;

Disapproved Cricket has the meaning given to it in the ECB's Cricket Event Regulations;

Disciplinary Procedure Regulations means the regulations governing the disciplinary procedure for regulatory cases brought before the Cricket Discipline Panel as in force and amended from time to time;

Disciplinary Tribunal means the panel appointed pursuant to the Disciplinary Procedure Regulations to deal with a particular disciplinary case;

ECB means the England and Wales Cricket Board;

ECB Regulations means the ECB's rules, regulations, playing conditions and codes as in force and amended 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;

Effective Date means 24 March 2026;

England Women's Secondment Agreement means an agreement signed by a Tier 1 County or Tier 2 County, an England Centrally Contracted Cricketer and the ECB agreeing that such England Centrally Contracted Cricketer may play for the Tier 1 County or Tier 2 County;

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 who is party to an England Central Contract;

Finals Stages means in relation to Tier 2 Competitions, the period from the day after the last scheduled group match in the relevant Tier 2 Competition to the last scheduled day for the final of that Tier 2 Competition;

First-Class Cricket means First-Class Cricket or List A (Limited Overs) or List A (Twenty20) Cricket as recognised by the ICC in accordance with the ICC Classification of Official Cricket or the ECB in accordance with the ECB Classification of Official Cricket;

Girls' Academy Programme means the female-only training and development programme run for young players by Tier 1 Counties and Glamorgan County Cricket Club providing an environment that offers high quality individualised development opportunities and experiences to develop players;

Girls' Academy Regulations means the regulations governing registration for the Girls' Academy Programme as in force and amended from time to time;

Girls' County Talent Pathway Programme has the meaning specified in the Girls' CAG Registration Regulations;

Governing Body means, in relation to a Qualified 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 Matches under ICC Player Eligibility Regulations;

Group Stages means in relation to Tier 2 Competitions, the period from the first scheduled group match of the relevant Tier 2 Competition until the last scheduled group match in that Tier 2 Competition;

Home Academy means the Tier 1 County where an Academy Player is registered to that Tier 1 County's Girls' Academy Programme;

Home County has the meaning given to it in Regulation 7.2;

Hundred Team means a team which competes in The Hundred;

ICC means the International Cricket Council;

ICC Associate Member Country means a country which is an associate member of the ICC;

ICC Event has the meaning given to it in the ICC Player Eligibility Regulations;

ICC Player Eligibility Regulations means any regulations of the ICC governing eligibility for International Matches, as in force and amended 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 in force and amended from time to time;

ICC Regulations on Sanctioning and Player Release means any regulations of the ICC governing the sanctioning of cricket events and player release mechanism as in force and amended from time to time;

International Match has the meaning given to it in the ICC Player Eligibility Regulations;

Loaned Player has the meaning given to it in Regulation 7.2;

Notice of Appeal has the meaning given to it in Regulation 11.3;

Official Cricket means cricket which is classified as official women's cricket under the ICC Classification of Official Cricket;

Player Application means the application required to be submitted to the ECB via its official online portal in order to register a Cricketer under these Regulations;

Professional County Club means any of the clubs and/or companies from time to time listed in Schedule A to the ECB's articles of association and/or any county cricket club from time to time playing in the County Championship and/or the Tier 1 Competitions and/or the Tier 2 Competitions;

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 First-Class Cricket and Approved Cricket;

Qualified Cricketer has the meaning given to it in Regulation 2.1;

Recreational Cricket Board means a body designated as a Recreational_Cricket Board by the ECB which is responsible for the organisation of recreational cricketing activity and the development of cricket generally within a county and such other areas (if any) as may be agreed by the ECB;

Season means the English cricket season running from 1 April to 30 September, both dates inclusive;

Tier 1 Competitions means any women's domestic cricket competitions designated by the ECB as being a "Tier 1" competition, which, as at the Effective Date, includes the T20 Blast Women's Competition and the One Day Cup Women's Competition;

Tier 1 County means a Professional County Club that participates in Tier 1 Competitions;

Tier 1 Cricketer means a cricketer who is registered with a Tier 1 County in accordance with the Tier 1 Registration Regulations;

Tier 1 Finals Stages means in relation to Tier 1 Competitions, the period from the day after the last scheduled group match in the relevant Tier 1 Competition to the last scheduled day for the final of that Tier 1 Competition;

Tier 1 Registration Regulations means the regulations governing, amongst other things, registration for the Tier 1 Competitions as in force and amended from time to time;

Tier 2 Competitions means any women's domestic cricket competitions designated by the ECB as being a "Tier 2" competition, which, as at the Effective Date, includes the T20 Blast Women's League 2 and the One Day Cup Women's League 2;

Tier 2 County means a Professional County Club that participates in Tier 2 Competitions;

Tier 3 Competitions means any women's domestic cricket competitions designated by the ECB as being a "Tier 3" competition, which, as at the Effective Date, includes the T20 Blast Women's League 3 and the One Day Cup Women's League 3;

Tier 3 County means a Recreational Cricket Board which (i) operates in a county without a Professional County Club and (ii) runs a team which participates in the Tier 3 Competitions;

Tier 3 Cricketer means a cricketer who is registered with a Tier 3 County in accordance with the Tier 3 Registration Regulations;

Tier 3 Finals Stages means in relation to Tier 3 Competitions, the period from the day after the last scheduled group match in the relevant Tier 3 Competition to the last scheduled day for the final of that Tier 3 Competition;

Tier 3 Registration Regulations means the regulations governing registration for the Tier 3 Competitions as in force and amended from time to time;

The Hundred means the ECB's domestic cricket competition in a "100-ball" format;

Women's Standard Contract means an ECB and PCA-approved standard form of contract, which shall include the "Standard Senior Contract" and "Standard Rookie Contract", between a Cricketer and a Tier 1 County or Tier 2 County, providing for that Cricketer to play in the Tier 1 Competitions and Women's T20 County Cup on behalf of that Tier 1 County, or Tier 2 Competitions and Women's T20 County Cup on behalf of that Tier 2 County (as applicable); and

Women's T20 County Cup means the T20 knockout cup competition which Tier 1 Counties, Tier 2 Counties and Tier 3 Counties participate in.

2 QUALIFICATIONS FOR REGISTRATION FOR THE TIER 2 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 Tier 2 Competition match (a **Qualified Cricketer**) if:

2.1.1 she is either:

- (a) a British or Irish citizen; or
 - (b) an EU, EEA or Swiss citizen with settled or pre-settled status under the EU Settlement Scheme; and
- 2.1.2 she has not, 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 Tier 2 County either:
- (a) played in any International Matches for any ICC Full Member Country except England at U17 level or above;
 - (b) played Professional Cricket in any ICC Full Member Country outside England and Wales or in any other country outside England and Wales which is organised by or on behalf of any ICC Full Member Country, except as an overseas cricketer under local rules promulgated by the relevant Governing Body of the ICC Member Country or in any other circumstances approved by the ECB; or
 - (c) played Disapproved Cricket;
- 2.1.3 she does not, during the currency of any contract or registration with her Tier 2 County either:
- (a) play in any International Matches for any ICC Full Member Country except England at U17 level or above;
 - (b) play Professional Cricket in any ICC Full Member Country outside England and Wales or in any other country outside England and Wales which is organised by or on behalf of any ICC Full Member Country, except for as an overseas cricketer under local rules promulgated by the relevant Governing Body of the ICC Full Member Country or in any other circumstances approved by the ECB; or
 - (c) play Disapproved Cricket; and
- 2.1.4 she is willing to make (and, whenever requested by the ECB, makes) a declaration in the form set out in Annex A to these Regulations.
- 2.2 If at any time the Cricketer no longer meets the conditions in Regulation 2.1.3, she must notify both the ECB and her Tier 2 County. 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 any contract between the Cricketer and the Tier 2 County 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 meeting at the ECB's offices in London (or virtually) to advance any case that she might have that such 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 REGISTRATION PROVISIONS

- 3.1 Subject to the overriding discretion of the ECB and Regulations 3 and 4, a Tier 2 County may register any Cricketer who meets the requirements of these Regulations.
- 3.2 The ECB has an overriding discretion to refuse to grant a registration in respect of any given Cricketer where:
- 3.2.1 the Tier 2 County is subject to any applicable player registration sanctions under any ECB Regulations;
 - 3.2.2 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
 - 3.2.3 having given the relevant Tier 2 County 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 Tier 2 Competitions, 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.
- 3.3 Subject to the overriding discretion of the ECB:
- 3.3.1 No Cricketer may be registered for more than one Tier 2 County in the same Season, unless Regulations 3.3.2 or 3.3.6 apply.
 - 3.3.2 A Qualified Cricketer whose registration with a Tier 2 County has been validly cancelled during the current Season may be registered with only one other Tier 2 County during the same Season.
 - 3.3.3 If a Qualified Cricketer is registered with another Tier 2 County during the current Season in accordance with Regulation 3.3.2, she will not be eligible to play in the current Season for her new Tier 2 County in the Finals Stage unless she has, within the current Season:
 - (a) played in at least one match for her new Tier 2 County in the Group Stages of that Tier 2 Competition;
 - (b) been named in her new Tier 2 County's squad for an abandoned match in the Group Stages of that Tier 2 Competition; and/or
 - (c) been registered by her new Tier 2 County to play in that new Tier 2 County at the time of a match in the Group Stages of that Tier 2 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).
 - 3.3.4 In the case of a dispute arising from any contract between a Cricketer and her first Tier 2 County being terminated, it is at the discretion of the ECB to determine whether the registration may be transferred.

- 3.3.5 No Cricketer may be registered for one Tier 2 County when contracted in writing by another Tier 2 County unless the contract only relates to a period commencing after the end of the current Season.
- 3.3.6 A Qualified Cricketer may be loaned to another Tier 2 County in accordance with Regulation 7.
- 3.3.7 Except as provided for under Regulation 3.3.8 and 3.3.9, Cricketers who have been registered to a Hundred Team will not be eligible to participate in Tier 2 Competitions during the period in which that Cricketer's Hundred Team is participating in The Hundred. For the purposes of this Regulation 3.3.7 only, a Cricketer's Hundred Team will be deemed to have started participating in The Hundred from and including 19 July 2026.
- 3.3.8 A Cricketer may be released by the Hundred Team with which they are registered to play for the Tier 2 County with which they are registered in a specific match in the One Day Cup Women's League 2 if:
- (a) that Cricketer is a Centrally Contracted Cricketer; or
 - (b) the Cricketer, any Tier 2 County, Hundred Team and Tier 1 County in respect of which the Cricketer is registered have provided written consent for the Cricketer's release from the Hundred Team in accordance with Regulation 3.3.9(d).
- 3.3.9 A Cricketer may be released by their Hundred Team in accordance with Regulation 3.3.8 if:
- (a) the Hundred Team is not playing a match on the same day (or any of the same days) as the match for which the Cricketer is being released;
 - (b) the Hundred Team has participated in at least two matches in The Hundred prior to the relevant match for which the Cricketer is being released; and
 - (c) the Cricketer has not been a nominated player in both of the previous two matches of the Hundred Team prior to the relevant match for which the Cricketer is being released,
- and provided that they comply with the following requirements:
- (d) the Hundred Team have provided the written consents referred to at Regulation 3.3.8(b) to the ECB; and
 - (e) the ECB has provided written confirmation to the Cricketer, the Tier 2 County and the Hundred Team with which the Cricketer is registered that the release has been approved.
- 3.4 No Cricketer may be registered until they have provided evidence of a right to work in the UK as a professional sportsperson. Cricketers must be able to evidence their right to work in the UK as a professional sportsperson throughout the duration of their playing contract and must provide evidence of such if requested by the ECB.

4 FURTHER PROVISIONS RELATING TO REGISTRATION

4.1 Subject to the overriding discretion of the ECB:

4.1.1 in order to register with a Tier 2 County, a Cricketer must complete (i) the Anti-Corruption Module, (ii) the Recreational Drugs/Anti-Doping Module, (iii) the Player Behaviour Module and (iv) submit evidence to the ECB that they have undergone an electrocardiogram (ECG) and completed an appropriate medical questionnaire which has been reviewed and cleared by the Professional County Club's Chief Medical Officer within the last two years (if the Cricketer was under 21 at the date of their last ECG) or within the last five years (if the Cricketer was 21 or over at the date of their last ECG).

4.1.2 a Cricketer must not play for a Tier 2 County in any Tier 2 Competition match unless:

- (a) she is registered for that Tier 2 County or loaned to a Tier 2 County in accordance with these Regulations; and
- (b) the Tier 2 County with which she is registered or loaned to has submitted to the ECB a signed undertaking in the form prescribed by ECB.

If a Cricketer plays for a Tier 2 County in any Tier 2 Competition match without satisfying the requirements of Regulation 4.1, both the Cricketer and the Tier 2 County (and the Home County if applicable) will be in breach of these Regulations.

4.2 A Cricketer will be registered with a Tier 2 County for (i) if the Cricketer has an Approved Playing Contract, the period that their Approved Playing Contract is valid, in accordance with the documentation submitted by the Tier 2 County under Regulation 4.5 or (ii) if the Cricketer does not have an Approved Playing Contract, from the date the Cricketer is registered with the ECB until the end of the Season.

4.3 If the Cricketer's Approved Playing Contract is renewed or extended, the Professional County Club must submit a signed copy of the Cricketer's new Approved Playing Contract (if the Cricketer has a basic salary of less than £29,000 per year or less than £29,000 in total, if the Approved Playing Contract is for a period of less than a full year) or confirm the start and end dates of the Cricketer's new Approved Playing Contract and submit the associated Agency Transaction Form and other supporting paperwork as required in each particular case by the ECB. Once the ECB has confirmed in writing that these documents are complete and satisfactory, the Cricketer's registration will be extended for the period that the new Approved Playing Contract is valid.

4.4 If the Cricketer does not have an Approved Playing Contract, if the Tier 2 County re-engages the Cricketer for the following Season (and notifies the ECB in accordance with Regulation 4.4), the Cricketer's registration will be extended until the end of the following Season.

4.5 In order to apply to register a Cricketer, the Tier 2 County must submit:

4.5.1 the Player Application;

4.5.2 the associated Agency Transaction Form (if applicable);

4.5.3 if the Cricketer has an Approved Playing Contract and a basic salary of less than £29,000 per year (or less than £29,000 in total, if the Approved Playing Contract is

for a period of less than a full year), a copy of the Cricketer's signed Approved Playing Contract; and

- 4.5.4 any supporting paperwork as required in each particular case by the ECB.
- 4.6 Not later than the last working day prior to the first day of the Season in each year, each Tier 2 County must send to the ECB and to every other Tier 2 County, in a form prescribed by the ECB, lists of:
- 4.6.1 its registered Cricketers showing:
- (a) any Approved Playing Contracts it has in place for Cricketers for all or part of the relevant Season; and
 - (b) for any Cricketer whose playing contract expires before the start of the following Season, the date when such contract is due to expire;
- 4.6.2 any Cricketers on loan to play for that Tier 2 County, including the relevant competition(s) to which the loan relates; and
- 4.6.3 the Cricketers whose registrations for that Tier 2 County have been cancelled since the circulation of the previous Season's list.
- 4.7 When a Tier 2 County registers or loans a Cricketer, any such registration and the information regarding that Cricketer listed in Regulation 4.6 must be notified to the other Tier 2 Counties within 14 days after such registration is approved by the ECB.
- 4.8 If at any time after the Season's list is lodged with the ECB, a Tier 2 County agrees with a Cricketer a new date for when any contract of employment between the Tier 2 County and Cricketer will expire or terminate which renders the information given under Regulation 4.6.1 out-of-date, it will promptly notify both the ECB and all other Tier 2 Counties and provide them with the updated information regarding that Cricketer listed in Regulation 4.6.
- 4.9 A registration will not become effective until the ECB has issued a confirmation of that registration, provided that in a case of exceptional or unforeseen circumstances the ECB may grant a temporary registration which has the full effects of registration before the documentation required at Regulation 4.5, completed and satisfactory in all respects, have been received and considered by the ECB, subject to such documentation being subsequently lodged within such a period as the ECB requires.

5 CANCELLATION/SUSPENSION OF REGISTRATION

- 5.1 Cancellation of a registration may only take place as follows:
- 5.1.1 by written notice to the ECB signed by the Tier 2 County and the Cricketer agreeing to such cancellation;
- 5.1.2 by written notice by either the Tier 2 County or the Cricketer to the ECB and to the other in any case where the Cricketer has ceased to be employed by the Tier 2 County in question to play as part of their Tier 2 County and the ECB is satisfied that no infringement of Regulations 6.1 or 6.2 has occurred;
- 5.1.3 by the ECB:

- (a) in the case of a temporary registration which is not followed by the documentation required at Regulation 4.5 completed and satisfactory in all respects within such period as may be required pursuant to Regulation 4.9;
- (b) to give effect to a decision of the Cricket Discipline Panel or any other tribunal or panel appointed under any ECB Regulations or ICC Regulations or the Regulations of another ICC Member Country (as applicable);
- (c) it considers, in its absolute discretion and having given the relevant Tier 2 County and Cricketer a reasonable opportunity to make representations, that such cancellation would be in the best interests of the Tier 2 Competitions, 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;
- (d) where the Cricketer in question ceases to be eligible to be registered as a Qualified Cricketer pursuant to Regulation 2 or otherwise to give effect to the relevant provisions of Regulation 2;
- (e) 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;
- (f) in the case of an England Centrally Contracted Cricketer, who has entered into an England Women's Secondment Agreement, if for any reason that England Women's Secondment Agreement is terminated or varied in any way which would mean that the Tier 2 County with which that Cricketer is registered needs to be changed; or
- (g) if the Cricketer in question (i) does not have the right to work or (ii) fails to provide evidence of their right to work to the ECB in accordance with Regulation 3.4 within a reasonable period of being requested to do so.

5.2 Without prejudice to Regulation 5.1, the ECB may suspend a Cricketer's registration:

- 5.2.1 to give effect to a decision of the Cricket Discipline Panel or any other tribunal or panel appointed under any ECB Regulations or ICC Regulations or the Regulations of another ICC Member Country (as applicable); or
- 5.2.2 if it considers, in its absolute discretion and having given the relevant Tier 2 County and Cricketer a reasonable opportunity to make representations, that such suspension would be in the best interests of the Tier 2 Competitions, 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.

5.3 If the registration of a Cricketer is cancelled at any time (for any reason), the Tier 2 County with whom the Cricketer was previously registered must notify, in the written form prescribed by

the ECB at Regulation 4.5, all the other Tier 2 Counties within 14 days of such cancellation being notified to or by the ECB (as applicable).

6 NEGOTIATIONS BETWEEN TIER 2 COUNTIES AND CRICKETERS

- 6.1 A Tier 2 County must not approach or be involved in discussions with any Cricketer registered with another Tier 1 County, Tier 2 County, Tier 3 County or Girls' Academy Programme 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 Regulations 6.3 or 6.4 apply.
- 6.2 Each registered Cricketer will 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 Tier 2 County with a view to employment in any capacity unless Regulations 6.3 or 6.4 apply.
- 6.3 Subject to Regulation 6.6, Regulations 6.1 and 6.2 will not apply to approaches or discussions to which the Tier 1 County, Tier 2 County, Tier 3 County or Girls' Academy Programme with whom the Cricketer is registered has given its prior written consent, such consent not to be unreasonably withheld or delayed. A Tier 1 County, Tier 2 County, Tier 3 County or Girls' Academy Programme will be deemed to have given such consent in any case where it has informed the Cricketer in question in writing that (i) she will not be offered a new Women's Standard Contract when her present Women's Standard Contract expires, or (ii) if she does not hold a Women's Standard Contract, that she will not be registered for the next Season. For the purposes of this Regulation 6.3, the ECB has an overriding discretion to disapply Regulations 6.1 and 6.2 in circumstances where it believes that a Tier 2 County is acting or has acted unreasonably in withholding or delaying its consent.
- 6.4 Regulations 6.1 and 6.2 will not apply to approaches or discussions which are first initiated after 1 June in any Season to or with a Cricketer whose Women's Standard Contract expires prior to the start of the Season in the following year.
- 6.5 In order to discourage informal approaches, including approaches through a Tier 2 County's registered Cricketers, if an employee or agent (including another Cricketer) or official or member of a Tier 2 County approaches or is involved in discussions with a Cricketer who is registered with another Tier 1 County, Tier 2 County, Tier 3 County or Girls' Academy Programme or any agent or other person on her behalf, such approach or discussions will be regarded for the purposes of this Regulation as an approach or discussion on behalf of that Tier 2 County, except in circumstances where the Tier 2 County satisfies the ECB that this was contrary to a written instruction received by the employee or agent or official or member concerned and that the employee or agent or official or member concerned had not been authorised to make the approach or to be involved in the discussions. For this purpose a person will be deemed to be an agent of a Tier 2 County at any time when he or she is engaged in an activity at the request of, or with the authority of, that Tier 2 County 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 Tier 2 County or on the basis of past experience could reasonably expect to receive any such remuneration or other benefit as aforesaid.
- 6.6 In addition to the requirements at 6.3, a Tier 2 County must not approach or be involved in discussions with any player aged 15 (and is not already registered with that Tier 2 County's Girls' County Talent Pathway Programme), and under 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.

7 LOAN SYSTEM

- 7.1 Subject to the overriding discretion of the ECB, loans of;
- 7.1.1 Qualified Cricketers from the Tier 2 County with which they are registered;
 - 7.1.2 Tier 1 Cricketers;
 - 7.1.3 Tier 3 Cricketers; and
 - 7.1.4 Academy Players;

are only permitted as set out in this Regulation 7. The overriding discretion of the ECB with regards to this Regulation 7 to refuse the approval of a loan is only likely to be exercised against a Tier 2 County when such Tier 2 County is subject to sanctions under any ECB Regulations.

- 7.2 The loan of a registered Cricketer from a Tier 1 County, Tier 2 County, Tier 3 County or Home Academy (the “**Home County**”) to a Tier 2 County (the “**Away County**”), (in each instance the Cricketer 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.
- 7.3 The loan of a (i) Contracted Cricketer from a Tier 2 County to a Tier 1 County will be permitted in accordance with the relevant provision in the Tier 1 Registration Regulations and (ii) Cricketer to a Tier 3 County will be permitted in accordance with the relevant provision in the Tier 3 Registration Regulations.
- 7.4 Loans may only take place with the written agreement of all relevant parties, being: (i) the Home County; (ii) the Away County; and (iii) the Loaned Player.
- 7.5 A maximum of three Loaned Players who have been loaned from Tier 1 Counties can be fielded by a Tier 2 County in each match, save that where a Loaned Player has a Standard Rookie Contract with a Tier 1 County, they will not count towards this limit.
- 7.6 A Tier 2 County wishing to take on a Loaned Player who has not been advertised for loan must first direct its approach to the Director of Women’s Cricket (or equivalent role) for the Home County, and in no circumstances should any approach be made to the Loaned Player by any representative of the Away County wishing to take her on loan until approval has been given by the Home County. A Cricketer interested in being offered out on loan must address this with her Home County’s Director of Women’s Cricket (or equivalent role) and in no circumstances approach a Tier 2 County with a view to a loan until her availability has been agreed with her Home County.
- 7.7 Subject to Regulation 7.15, a Loaned Player may be loaned to play in: (a) all Tier 2 Competitions and the Women’s T20 County Cup for the Away County; or (b) a specific Tier 2 Competition(s) and/or the Women’s T20 County Cup affecting the Loaned Player’s availability for the Home County in such competition(s). Unless otherwise agreed between the Away County and the Home County, the Home County has priority should there be a conflict of fixtures for the Loaned Player.
- 7.8 Save only as set out in Regulation 7.9, loans (or an extension of a current loan to include additional Tier 2 Competition(s)):

- 7.8.1 must be for a minimum period of five days in the first instance. Subsequent extensions are permitted by agreement between the Home County, the Away County and the Loaned Player; and
 - 7.8.2 may not be for more than one Season and the term of a loan may not commence in a Close Season.
- 7.9 Subject to the prior written approval of the ECB, the loan of a Loaned Player will not be subject to the restrictions in Regulation 7.8 if such loan's core purpose is to provide a wicket-keeper for a Tier 2 County and then only for such time period as the ECB is satisfied that no other reasonable wicket-keeping options are available to that Tier 2 County. Such approval is unlikely to be granted should the wicket-keeper being loaned materially enhance the quality of the team as compared with that Tier 2 County's registered wicket-keepers.
- 7.10 A Loaned Player may only be loaned to one Away County at any one time but, subject to the relevant restrictions set out in this Regulation 7, a Loaned Player may be loaned to more than one Away County in any single Season (providing it is not at the same time).
- 7.11 The agreement between the Home County and the Away County regarding the loan of the Loaned Player (including the terms of any restrictions on the Loaned Player's ability to play for the Away County) will be recorded in the ECB's standard form loan agreement which must be signed by the Home County, the Away County 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.
- 7.12 A Loaned Player will not be eligible to play in the Finals Stage for the Away County unless she has, within the current Season, complied with the following in respect of at least two matches:
- 7.12.1 played for the Away County in the Group Stages of that Tier 2 Competition;
 - 7.12.2 been named in the Away County's squad for an abandoned match in the Group Stages of that Tier 2 Competition; and/or
 - 7.12.3 been on loan to the Away County at the time of a match in the Group Stages of that Tier 2 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 will apply to the Loaned Player's ability to play for the Home County in any Tier 2 Competition.
- 7.13 The Loaned Player may not return to play for her Home County except:
- 7.13.1 subject to Regulation 7.14, in a match in a Tier 1 Competition, Tier 2 Competition, Tier 3 Competition, Women's T20 County Cup, Girls' Academy Programme fixture or friendly match which is not expressly covered by the terms of the loan agreement; or
 - 7.13.2 in the circumstances set out in Regulation 7.19.
- 7.14 The loan can be terminated:

- 7.14.1 as a result of the expiry of the loan agreement in accordance with these Regulations; or
- 7.14.2 in exceptional circumstances and with the prior written approval of the ECB's Director of the Women's Professional Game (or their nominee). Exceptional circumstances may include an unexpected international call up or an injury to a key Cricketer of the Home County for whom the Cricketer would be a direct and reasonable replacement.
- 7.15 A Loaned Player who is a Qualified Cricketer who is registered with another Tier 2 County will not be permitted to play for the Home County and the Away County:
- 7.15.1 in the same Tier 2 Competition (i) during the period of the loan or (ii) in the same round of fixtures; or
- 7.15.2 in the Women's T20 County Cup.
- 7.16 In the case of a Qualified Cricketer from a Tier 1 County or a Contracted Cricketer being loaned, unless otherwise agreed by each of the Home County, the Away County, and the Cricketer in writing in the loan agreement, the Home County will pay the Qualified Cricketer the basic salary, National Insurance and other contractual payments (except pensions) which are due to the Cricketer during the course of the loan period (as set out in the Cricketer's contract with the Home County) plus VAT if applicable. In addition, during the loan period, the Cricketer will receive from the Away County any appearance monies, win bonuses or other similar bonus payments to which other members of the Away County would be entitled during the loan period. The Cricketer's pension contributions will continue to be paid by the Home County.
- 7.17 The registration of a Loaned Player will remain with the Home County throughout the loan period.
- 7.18 At the end of the loan period (including any extensions) the Loaned Player will return to the Home County and will be entitled to the normal benefits of her Approved Playing Contract (where applicable) with that Home County (until its expiry).
- 7.19 Unless expressly stipulated otherwise in the loan agreement, and subject to Regulation 7.14, in the case of a Cricketer on loan, the Home County may recall the Cricketer to play in a match or matches in the Finals Stage of Tier 2 Competitions, the Tier 1 Finals Stage, the Tier 3 Finals Stage or the Women's T20 County Cup during the loan period, and notwithstanding any such recall the term of the loan agreement will continue uninterrupted in accordance with its terms.
- 7.20 A Cricketer cannot participate in Tier 2 Competitions for a Tier 2 County whilst she is registered for a Tier 1 County, Tier 3 County or Girls' Academy Programme unless she is loaned to a Tier 2 County in accordance with this Regulation 7.

8 OTHER

- 8.1 Where the provisions of these Regulations conflict in any way with either the Tier 1 Registration Regulations, Tier 3 Registration Regulations, Girls' Academy Regulations or the terms of a Women's Standard Contract, the provisions of these Regulations prevail.

9 NOTICES

- 9.1 Any notice to be given to a Tier 2 County under these Regulations will 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 Tier 2 County at the address for that Tier 2 County registered with the ECB. Any notice to be given to a Cricketer under these Regulations will 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 Tier 2 County marked for her attention. Any such notice will 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).

10 DISPUTES

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

11 APPEALS PROCEDURE

- 11.1 Appeals from parties directly affected by decisions of the ECB under these Regulations will be made to the Appeal Panel. Any dispute as to whether a party is directly affected by a relevant decision of the ECB will 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 will 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 Director of the Women’s Professional Game 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 is able to demonstrate to the Appeal Panel that there were exceptional reasons justifying such failure.
- 11.4 The Notice of Appeal must state:
- 11.4.1 the decision or part of the decision or the penalty/sanction against which the Appeal is made;
 - 11.4.2 the grounds and basis of the Appeal; and
 - 11.4.3 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 Chair of the Cricket Discipline Panel will appoint the Appeal Panel comprising three members, one from a list of suitable persons nominated by the PCA, one to be nominated by the Chair of the ECB and a suitably qualified Chair of the Appeal Panel to be nominated by Sport Resolutions (UK).
- 11.6 The Appeal Panel Chair will fix a date for the appeal hearing which will normally be within 28 days of the lodging of the Notice of Appeal.
- 11.7 The Appeal Panel will determine its own procedure, provided that this will 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 will be by majority vote and where necessary the Appeal Panel Chair has a casting vote.
- 11.9 Decisions of the Appeal Panel will be communicated in writing to the parties as soon as possible after the hearing.
- 11.10 The Appeal Panel has 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 will stand and be enforceable by the ECB pending determination of any appeal pursuant to this Regulation.
- 11.12 The decision of the Appeal Panel is final and binding on all parties to the appeal and there will be no right of appeal of any kind by any party to any body whatsoever on any ground whatsoever, and/or the parties will 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.

ANNEX A

Declaration referred to in Regulation 2.1.4 of the Tier 2 Registration Regulations

This declaration is made for the purposes of the Tier 2 Registration Regulations (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 ICC 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 First-Class Cricket, or any other match at Under 17 level or above for any such ICC Full Member Country. Nor is it my desire or intention to play Professional Cricket in any ICC Full Member Country outside England and Wales or in any other country outside England and Wales which is organised by or on behalf of any ICC Full Member Country, except as an overseas cricketer under local rules , 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 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 does not prevent me from representing an ICC Associate Member Country unless and until I have represented an ICC Full Member Country at an ICC Event.
- 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.