TEAM SALARY PAYMENT REGULATIONS

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1 DEFINITIONS

1.1 In these Regulations:

Additional Services Agreement means any contract, agreement or arrangement in respect of a Player providing any other non-playing services to a Professional County Club for which consideration is Paid by the Professional County Club to a Player;

Agent Regulations means the ECB's Agent Regulations as in force and amended from time to time;

Annual Audit has the meaning given to it in Regulation 5.1;

Associate means, in relation to any given Player, any family member (including any spouse, child, step-child, parent, sibling or other relation), dependent, partner, co-habitee, agent, representative or image rights company of that Player;

Category One Breach has the meaning given to it in Regulation 8.2.1;

Category Two Breach has the meaning given to it in Regulation 8.2.2;

Category Three Breach has the meaning given to it in Regulation 8.2.3;

Category Four Breach has the meaning given to it in Regulation 8.2.4;

Category Five Breach has the meaning given to it in Regulation 8.2.5;

Cricket Discipline Panel means the panel of individuals responsible for adjudicating on regulatory matters on behalf of the ECB as set out in the Disciplinary Procedure Regulations;

Cricket Regulator has the meaning given to it in the Disciplinary Procedure Regulations;

Competition means each of:

(a) Competitive County Cricket;

(b) the Second XI Championship;

(c) the Second XI T20;

(d) Tier 1 Competitions;

(e) Tier 2 Competitions;

(f) the Women's County Cup;

(g) and any other domestic fixture which appears in an official ECB fixture list (including friendlies).

Connected Party means, in relation to any Professional County Club:

(a) any person occupying the position of director or Officer;

(b) any shadow director, being for the purposes of these Regulations, a person in accordance with whose directions or instructions the directors or Officers of the Professional County Club are accustomed to act;

(c) a person otherwise having Control over the Professional County Club;

(d) any sponsor, commercial partner, contractor, consultant or other person and/or entity acting on behalf of, at the direction of, or in concert with the Professional County Club;

(e) any Associate of a person or entity referred to in paragraphs (a) to (d), above.

For the purposes of this definition, a person shall be regarded as acting "in concert with" a Professional County Club where they co-operate pursuant to any agreement, arrangement or activity relating to the provision of Remuneration, benefits or financial support to a Player;

Control means the power of a person to exercise or be able to exercise or acquire, direct or indirect control over the policies, affairs and/or management of a Professional County Club which will be deemed to include (but not be limited to):

(a) the power, directly or indirectly, to appoint or remove a majority of the board of directors of the Professional County Club; and/or

(b) holding, directly or indirectly, at least 10% of the shares in the Professional County Club; and/or

(c) holding, directly or indirectly, at least 10% of the voting rights in the Professional County Club.

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;

ECB means the England and Wales Cricket Board Limited;

ECB TSP Officer means the individual(s) designated as such by the ECB, or their designate(s) who is responsible for the administration, management and ongoing monitoring of Professional County Clubs' compliance with these Regulations;

Excluded Remuneration has the meaning given to it in Schedule 5, Part B;

Futures Fund means the retirement fund for professional cricketers known as the Former First Class County Cricketers' Trust which commenced in 2020 and is administered by the Professional Cricketers Association;

Gift means any item (excluding VAT) that is not cash or cash equivalents (e.g. a gift voucher exchangeable for cash, cryptocurrency, marketable securities, money order, treasury bills or short-term government bonds);

Group Undertaking has the meaning set out in section 1161(5) of the Companies Act or any analogous provisions under any other applicable legislation, including the Companies (Audit, Investigations and Community Enterprise) Act 2004 and the Co-operative and Community Benefit Societies Act 2014;

HMRC means His Majesty's Revenue & Customs;

Match means a match in any Competition;

Men's Player means any cricketer:

(a) registered by a Professional County Club in accordance with the Competitive County Cricket Registration Regulations; or

(b) who participates in the Second XI Championship or Second XI T20 but who is not registered by a Professional County Club in accordance with the Competitive County Cricket Registration Regulations;

Men's Salary Cap has the meaning given to it in Regulation 3.1.1;

Officer means, in relation to a Professional County Club, any chair, chief executive, treasurer, trustee, secretary, committee member, finance director/manager or other member of the executive;

Other Agreement means any other agreement and/or documentation in which it is agreed that Salary will be Paid or is Payable to a Player, including, but not limited to an Additional Services Agreement, any side letter, separate bonus arrangement and/or termination agreement;

Paid, Payable or Payment means Remuneration that:

(a) has directly or indirectly been transferred from, procured by or provided by, or on behalf of, a Professional County Club or a Connected Party to or for a Player or a Player's Associate;

(b) is due or has been promised to a Player or a Player's Associate from a Professional County Club or a Connected Party; or

(c) has been paid or is due by a Professional County Club to HMRC in respect of Employer National Insurance contributions relating to a Player;

Participant means:

(a) each Professional County Club;

(b) each Player;

(c) Registered Agents; and

(d) all directors, employees, representatives and other staff of Professional County Clubs;

Player means a Men's Player or a Women's Player;

Playing Contract means the ECB and PCA-approved standard form of contract, which will include the "Standard Senior Contract" and "Standard Rookie Contract", between the relevant Professional County Club and relevant Cricketer, which complies with any minimum salary and minimum term stipulated in the Player Contract Engagement Guide;

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;

Registered Agent has the meaning given to it under the Agent Regulations;

Registration Regulations means the ECB's Competitive County Cricket Registration Regulations or the ECB's Tier 1 Registration Regulations, as applicable, as in force and amended from time to time;

Remuneration has the meaning given to it in Schedule 5, Part A, and excluding Excluded Remuneration;

Salary means any Remuneration that has been or will be Paid to a Player;

Salary Cap means the Men's Salary Cap and the Women's Salary Cap;

Salary Cap Spend means the total Salaries that a Professional County Club has Paid to Players in its Squad;

Season means the period from the date of the first game of the County Championship until the date of the final game of County Championship;

Sponsorship Remuneration is any Remuneration received by, procured for or due or promised to a Player or a Player's Associate from a third party (that is not a Professional County Club or a Connected Party) relating to individual Player appearances, sponsorship, endorsement or merchandising work;

Squad means a Professional County Club's playing squad for any of the Competitions;

TSP Declaration means the form of Declaration as set out at Schedule 4;

TSP Forecast means the form of forecast as set out at Schedule 1 setting out the annual forecast provided by each Professional County Club detailing the anticipated Salary Cap Spend;

TSP Forecast Declaration means the form of declaration as set out at Schedule 2;

TSP Return means the form of return as set out at Schedule 3, detailing a complete and accurate record specifying the sums which the Professional County Club, having made full and proper enquiries, has Paid in the TSP Year by way of Remuneration in respect of its Players;

TSP Submissions means the information and/or documentation provided by each Professional County Club to the ECB in accordance with Regulation 4;

TSP Year means the period from 1 November to 31 October;

Women's Player means any cricketer registered by a Professional County Club in accordance with the Tier 1 Registration Regulations; and

Women's Salary Cap has the meaning given to it in Regulation 3.1.2(a).

2 APPLICATION AND PURPOSE

2.1 These Regulations will come into full force and effect on 31 October 2026.

2.2 These Regulations apply to all Participants.

2.3 The purpose of these Regulations is to achieve the following objectives in a proportionate manner:

2.3.1 ensuring the financial viability of all Professional County Clubs and the Competitions;

2.3.2 controlling inflationary pressures on Professional County Clubs' costs;

2.3.3 providing a level playing field for Professional County Clubs; and

2.3.4 ensuring competitive Competitions.

3 SALARY CAP

3.1 A Professional County Club's Salary Cap Spend must not exceed the Salary Cap for a TSP Year, being:

3.1.1 In respect of Men's Players:

(a) for Middlesex County Cricket Club and Surrey County Cricket Club, the sum of £3,461,506; and

(b) for all other Professional County Clubs, the sum of £3,173,074

(**Men's Salary Cap**); and

3.1.2 In respect of Women's Players:

(a) for Surrey County Cricket Club, the sum of £916,356; and

(b) for all other Professional County Clubs, the sum of £840,000

(**Women's Salary Cap**).

3.2 A Professional County Club's Salary Cap Spend for a TSP Year is calculated by adding up any Salary:

3.2.1 that was Paid to Players in the TSP Year; and

3.2.2 that was Paid to Players outside of the TSP Year but was Paid in respect of the TSP Year,

but shall exclude any Salary that was Paid to a Player in respect of their participation in The Hundred.

4 REPORTING OBLIGATIONS

4.1 Unless otherwise set out in these Regulations, all documents and/or information required to be submitted in accordance with these Regulations shall be submitted to the ECB TSP Officer, or their designate as notified in writing.

Annual Submissions

4.2 In respect of the upcoming TSP Year, by 16:00 on 1 November or any other date as notified by the ECB, each Professional County Club must submit to the ECB:

4.2.1 a TSP Forecast;

4.2.2 a TSP Forecast Declaration; and

4.2.3 copies of all Playing Contracts and Other Agreements that have been executed in respect of that Professional County Club's participation in the upcoming Season.

4.3 In respect of the immediately preceding TSP Year, by 16:00 on 1 December, each Professional County Club must submit to the ECB:

4.3.1 a TSP Return; and

4.3.2 a TSP Declaration.

Ongoing Reporting

4.4 Within 21 days of a Professional County Club executing a Playing Contract or Other Agreement with a Player, the Professional County Club shall submit a copy of the Playing Contract or Other Agreement, as applicable, to the ECB.

4.5 The ECB shall be entitled to request any further information and/or documentation which it deems relevant for the purpose of monitoring and assessing compliance with these Regulations, in its sole discretion, and Professional County Clubs shall be obliged to comply with any such request within 21 days.

4.6 Professional County Clubs and relevant Participants must ensure that the TSP Submissions and any other information and/or documentation submitted under these Regulations are true, accurate, complete, and not misleading, whether by act or omission.

4.7 Each Professional County Club must keep all records and documents relevant to its TSP Submissions for a period of five years from the end of the TSP Year to which those records or documents relate.

5 AUDIT PROCESS

5.1 The ECB shall be entitled to undertake an annual audit of any Professional County Club it deems necessary, in its sole discretion, for the purpose of monitoring and assessing compliance with these Regulations (the **Annual Audit**).

5.2 The ECB shall be entitled to carry out informal reviews and/or audits, in its sole discretion, upon at least 7 days' notice to the relevant Professional County Club.

5.3 Each Professional County Club will be offered 3 possible dates for the Annual Audit visit, and the Professional County Club must accept one of the offered dates.

5.4 The ECB may nominate any Players or officials that they wish to interview as part of the Annual Audit, which may be requested either before or after the Annual Audit visit and Professional County Clubs must ensure that any such nominated Player or official is available for interview upon reasonable notice.

5.5 The ECB may also request further information and/or documentation from a Professional County Club or notify the Professional County Club of any issues requiring further clarification. The Professional County Club must provide such information and/or clarification within 14 days after receipt of such request.

5.6 Without prejudice to the generality of Regulation 5.5, each Professional County Club must promptly disclose and produce, and ensure that each of its Players, directors, officers or other employees promptly produces, any information and/or documents requested by the ECB, including but without limitation relating to employee benefit trusts, image rights arrangements and any other indirect Player payment mechanisms, together with any necessary authorities and consents in order for any relevant third parties to lawfully release any such documents or information.

6 COOPERATION AND ASSISTANCE

6.1 Each Participant must comply fully with these Regulations and must not take any action or make any omission for the purpose of circumventing these Regulations.

6.2 Each Participant must provide full co-operation with any request and/or investigation undertaken by the ECB, the ECB TSP Officer and/or the Cricket Regulator, which relates to a Participant's compliance with these Regulations.

6.3 Each Participant must promptly report any suspected or attempted breach of these Regulations in writing to the Cricket Regulator.

7 DISCIPLINARY PROCESS

7.1 The Cricket Regulator will investigate alleged breaches of these Regulations and refer cases to the Cricket Discipline Panel where appropriate, in accordance with the Disciplinary Procedure Regulations.

7.2 Where a case is referred by the Cricket Regulator for determination by the Cricket Discipline Panel, the Cricket Discipline Panel will apply the procedures and sanctions set out in the Disciplinary Procedure Regulations, subject to the sanctions framework set out at Regulation 8.

8 SANCTIONS FRAMEWORK

8.1 Where a Professional County Club is found to be in breach of Regulation 3.1, sanctions will be applied in accordance with Regulations 8.2 to 8.7 (a **Salary Cap Breach**).

8.2 In respect of a Salary Cap Breach, the following categories of breach will apply:

8.2.1 a **Category One Breach** will be where a Professional County Club's Salary Cap Spend has exceeded the Salary Cap by less than 2%;

8.2.2 a **Category Two Breach** will be where a Professional County Club's Salary Cap Spend has exceeded the Salary Cap by 2% or more but less than 5%;

8.2.3 a **Category Three Breach** will be where a Professional County Club's Salary Cap Spend has exceeded the Salary Cap by 5% or more but less than 10%;

8.2.4 a **Category Four Breach** will be where a Professional County Club's Salary Cap Spend has exceeded the Salary Cap by 10% or more but less than 15%; and

8.2.5 a **Category Five Breach** will be where a Professional County Club's Salary Cap Spend has exceeded the Salary Cap by 15% or more.

8.3 In respect of a Salary Cap Breach, the Cricket Discipline Panel and the Appeal Panel, as applicable, will impose the following sanctions on that Professional County Club:

8.3.1 a fine equivalent to 100% of the amount by which the Professional County Club's Salary Cap Spend has exceeded the Salary Cap, payable to the ECB within 21 days of the date that the Professional County Club is notified of the decision; and/or

8.3.2 a points deduction in accordance with the table in Regulation 8.4 below.

8.4 Any point deductions will be calculated in accordance with the following table:

	Category One Breach	**Category Two Breach**	**Category Three Breach**	**Category Four Breach**	**Category Five Breach**
County Championship	8	16	24	32	40
One-Day Cup (Men's & Women's)	0.5	1	1.5	2	2.5
T20 Blast (Men's & Women's)	1	2	3	4	5

8.5 Penalty point deductions will take effect during the same season in which the Cricket Discipline Panel or Appeal Panel, as applicable, makes its decision, save that where the Cricket Discipline Panel or Appeal Panel's, as applicable, decision is made in the close season, such deductions will take effect from the start of the season immediately following that decision.

8.6 In the event of an appeal, any penalty point deduction shall be stayed pending the outcome of the appeal.

8.7 Where the Cricket Discipline Panel or Appeal Panel, as applicable, decides that a Professional County Club was in breach of the Regulations in a previous TSP Year, it will apply the sanction(s) that were in force for that TSP Year and, subject to Regulation 8.5, any such sanction(s) will take effect in the TSP Year in which the Cricket Discipline Panel reaches its decision.

8.8 In respect of any other breaches committed by a Participant, the Cricket Discipline Panel or Appeal Panel, as applicable, may impose any one or more of the sanctions as set out in the Disciplinary Procedure Regulations.

SCHEDULE 1

TSP Forecast

SCHEDULE 2

TSP Forecast Declaration

In respect of the TSP Year [2026 to 2027], each of the signatories below hereby confirms, on behalf of [*insert Professional County Club full name*], that:

1. The total Professional County Club TSP Forecast amounts to [INSERT FULL AMOUNT].

2. The attached Professional County Club TSP Forecast is fully accurate and complete.

3. The Professional County Club has not entered into any arrangements whereby, whether directly or indirectly, the Professional County Club will Pay any further Remuneration to a Player that is conditional upon or in any way related to the Player's participation in the Competition beyond the Remuneration as disclosed in the TSP Forecast.

4. Copies of all executed Playing Contracts and Other Agreements in respect of all Players who are, or are due to be, in the Professional County Club's Squad for any Match for the upcoming TSP Year have been provided to the ECB.

5. Nothing has been done by or on behalf of our Professional County Club to circumvent (or to attempt to circumvent) the wording and spirit of the Team Salary Payment Regulations.

Signed by:

Chair

……. Date:

Chief Executive Officer

…….. Date:

Chief Financial Officer (or equivalent position)

…….. Date:

SCHEDULE 3

TSP Return

SCHEDULE 4

TSP Declaration

In respect of the TSP Year [2026 to 2027], each of the signatories below hereby confirms, on behalf of [*insert Professional County Club full name*], that:

1. The total Professional County Club TSP Return amounts to [INSERT FULL AMOUNT].

2. The attached Professional County Club TSP Return is fully accurate and complete.

3. The Professional County Club has not, whether directly or indirectly, Paid any further Remuneration to a Player that is conditional upon or in any way related to the Player's participation in the Competition beyond the Remuneration as disclosed in the TSP Return.

4. Copies of all executed Playing Contracts, Other Agreements and Additional Services Agreements (where applicable) in respect of all Players who have, at any time in the relevant TSP Year, been in the Professional County Club's Squad for any Match have been provided to the ECB in accordance with Regulation 4.4.

5. Nothing has been done by or on behalf of our Professional County Club to circumvent (or to attempt to circumvent) the wording and spirit of the Team Salary Payment Regulations.

Signed by:

Chair

……. Date:

Chief Executive Officer

…….. Date:

Chief Financial Officer (or equivalent position)

……. Date:

SCHEDULE 5

Remuneration and Excluded Remuneration

Part A – Remuneration

Remuneration includes any of the following:

- Any wage, salary, payment or bonus
- Any termination payments or payments in lieu of notice
- Any payments upon the expiry of contract
- All signing on fees
- In respect of any Players who are loaned from one Professional County Club (the **Home County**) to another Professional County Club (the **Away County**):
    - any payments made by the Home County to the Player shall be included for the Home County
    - any payments made by the Away County to the Home County for the use of the Player's services shall be included for the Away County
    - any payments made by the Away County to the Player shall be included for the Away County
- Any insurance or assurance premiums
- Employer National Insurance Contributions
- Any Player retirement benefits
- Image rights payments for promotional, media or endorsement activity
- Any payment (excluding VAT) to a Player's Agent
- Pension contributions and any other salary sacrifice arrangements
- Any Gift or number of Gifts which exceed £150 in cumulative value
- Accommodation provided to a Player including bills, to be calculated at market rate value
- Travel costs, including flights
- The provision of a car/cars and fuel benefits, to be calculated at the market rate value
- Relocation costs
- Any Sponsorship Remuneration which is not on arm's length commercial terms and not independent of any relationship with the Professional County Club

- Any loan to, or for the benefit of, a Player which is not repaid in full within the TSP Year in which the loan is made
- Payments made into the Player's Futures Fund
- Any payments made in relation to non-playing roles at a Professional County Club
- Any other payment, cost or benefit which would be construed by HMRC as a cost of employment

Part B – Excluded Remuneration

Remuneration shall not include the following (**Excluded Remuneration**):

- Prize money received from the ECB
- Insurance pay-outs specifically relating to permanent total disability from cricket or permanent total disability from any occupation or death in service that are paid to the Player or the Player's family
- Any Gift, or number of Gifts, which are less than £150 in cumulative value
- A transfer fee, provided no amount is paid to the Player
- Any payments made pursuant to the Player Development Compensation System, provided no amount is paid to the Player
- Reasonable, receipted travel, accommodation and subsistence and per diems related to participation during the Season (e.g. hotel costs for an away fixture)
- Visa/immigration costs for the Player and dependants
- Education and training fees (excluding any living, travel or subsistence)
- Up to 4 match tickets per Player per Match day
- Training kit/teamwear
- Arm's length Sponsorship Remuneration where it is independent of any relationship with the Professional County Club
- Reasonable use of Professional County Club facilities
- Any costs, including but not limited to image rights payments, incurred by a Professional County Club for an ECB centrally contracted player whose ECB central contract expired or was terminated on or after 31 October preceding the current TSP Year