

Rules & Regulations 2017-18





THE NATIONAL BASKETBALL LEAGUE

REGULATIONS 2017-2018

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GENERAL

1 Definitions and Interpretation

1.1 In these Regulations the following terms shall (unless otherwise required) have the following meanings:

"Agreed Criteria" the criteria set out in Appendix 6;

"Away Team" the Team which plays or is to play or should have played a

Match (except for a finals Match) but is not the Home Team

for such Match;

"Basketball England" The National Governing Body for basketball in England,

company number 01429756 with registered office address

NSC, Gate 13, Rowsley St, Manchester, M11 3FF.

"BBL" The Basketball League Ltd (company number 01998309)

with registered office address Unit E3, Leicester Business

Centre, 111 Ross Walk, Leicester, LE4 5HH;

"Bench Personnel" a maximum of 19 individuals made up of the Players, Coach,

assistant coach and Team Followers;

"British Player" (i) a Player eligible to play for Great Britain in accordance

with the FIBA Regulations; and/or

(ii) a Player that holds British Citizenship;

"Club" any Basketball club which is, for the time being, licensed by

Basketball England;

"Club Affiliation Fee" the fee set out at paragraph 2 of Appendix 2;

"Club Secretary" the person responsible for the administration of a Club;

"Coach" the person appointed as to lead the Team, directing tactics

and controlling substitutions, and 'Coach' shall be deemed to

include assistant coaches unless otherwise stated;

"Commissioner" a person appointed by Basketball England to oversee the

running of a Match, before during and after to ensure rules and regulations are adhered to; and to provide verbal and

written feedback to the Match Officials;

"Competitions Review

Panel"

Will consist of three Basketball England Staff

"Court Manager" a person nominated, in respect of each Match, by the Home

Club to be responsible for all aspects of the Match (other

than the playing of the Match);

"Cup Competitions" the National Cup (Men and Women); the National Trophy

(Men and Women); National Shield (Men); and Patrons Cup

(Men);

"Director" a person legally appointed as a director of a Club;

"Disciplinary Officer" a person appointed by the Executive Board to be

responsible for disciplinary matters related to misconduct;

"Division" each division of a League Competition;

"Domicile" the country, which an individual regard as their natural

home. It is the place of abode to which they intend to return in the event of their going abroad. Everyone has one domicile only. Unlike dual nationality, it is not possible to

have two domiciles under English law;

"EEA Country" the following countries: Austria; Belgium;

Bulgaria; *Croatia; Cyprus; Czech Republic; Denmark; Estonia; Finland; France; Germany; Greece; Hungary; Iceland; Italy; Latvia; Liechtenstein; Lithuania; Luxembourg; Malta; Netherlands; Norway; Poland; Portugal; Republic of Ireland; Romania; Slovakia; Slovenia; Spain; Sweden and the United Kingdom (together with the Channel Islands

and the Isle of Man);

Switzerland is neither an EU nor EEA member but is part of the single market - this means Swiss nationals have the same rights to live and work in the UK as other EEA nationals.

*Croatian nationals please contact Basketball England to ensure correct entry clearance has been sought

"EEA" European Economic Area;

"Entry Fee" the entry fees listed at paragraph 1 of Appendix 2;

"EEA Player" a Player from an EEA Country or a Swiss national;

"Executive Board" the executive board of directors for the time being of

Basketball England;

"FIBA" the International Governing Body for basketball Fédération

Internationale de Basketball;

"FIBA Regulations" the general statutes, internal regulations, other rules and

regulations and decisions of FIBA from time to time in force;

"Free Agent" a Player or Coach who is neither licensed by Basketball

England nor contracted to any Club;

"Goal Difference" the difference between points for/scored and points

against/conceded;

"Governing Body the process of obtaining an endorsement from Basketball Endorsement" England of an application for a migrant licence under the

England of an application for a migrant licence under the Sports section of the UK Border Agency Points Based

System for Managed Migration;

"Home Club/Team" the Club/Team at whose venue a Match (except for a finals

Match) is played or is to be played or should have been

played;

"Inter-Club Transfer" a transfer between two Teams from the same Club in

accordance with Regulation 20;

"International Clearance" a letter of approval from another federation granting approval for a Player to be licensed in England; "League Competition" the National Basketball League Competitions together with the British Basketball League; "Match" an individual game of basketball played in accordance with these Regulations, forming part of the Competitions; "Match Officials" the Commissioner, Referee, Umpire and the Table Officials; "National Basketball the following competitions: League Competition" Division One Men including Playoffs; (a) Division Two Men including Playoffs; (b) (c) Division Three Men including Playoffs; (d) Division Four Men including Playoffs; (e) Division One Women including Playoffs; Division Two Women including Playoffs; (f) "National Basketball the document attached at Appendix 4; League Standards" "National Competitions" the following competitions (and the following letter codes will be used to designate fixtures): (A) Division One Men including Playoffs; (B) Division Two Men including Playoffs; Division Three Men including Playoffs; (C) (D) Division Four Men including Playoffs; (E) Division One Women including Playoffs (F) Division Two Women including Playoffs (G) National Cup Men; National Cup Women; (H) (J) Patrons Cup; National Shield; (K) Men's National Trophy; (L) (M) Under 18 Men's National Cup; Under 18 Women's National Cup; (N) (O) Under 16 Men's National Cup;

(P)

Under 16 Women's National Cup;

	(R) Under 18 Women's League;		
	(S) Under 16 Boys League;		
	(T) Under 16 Girls League;		
	(U) Under 14 Boys & Girls Leagues;		
"National Competitions Licence"	a licence for Players, Coaches and Team Followers to participate in the National Competitions;		
"National League Team"	any Team participating in a League Competition;		
"National Team"	the Great Britain basketball team and/or England basketball team;		
"National Team Player"	a Player that plays for the National Team;		
"Non-EEA Player"	a Player who is not an EEA Player;		
"Nursery Team"	an additional senior team that operates, and is registered with Basketball England, under the same Club management as a Principal Team;		
"Officiating Appointments"	the appointment of Match Officials in respect of each Match;		
"Participant"	Players, Coaches, assistant coaches and Team Followers;		
"Personal Data"	has the meaning as set out in the Data Protection Act 1998;		
"Player"	an individual licensed by Basketball England to participate in a Match;		
"Playoff Competition"	the knockout stages of a League Competition at the end of the Regular Season;		
"Principal Team"	where a Club fields two or more senior teams in any BBL or NBL Competition, the team participating in the highest League Competition;		
"Referees"	any person appointed by Basketball England or the Home Team to officiate upon a Match as a referee;		
"Regular Season"	the Season up to the commencement of the Playoff Competition;		
"Rules of Basketball"	the rules promulgated by FIBA from time to time according to which the Sport is played throughout the world;		
"Scoresheet"	a standard form used to record the score in a Match, which also records the participating Players and Coaches along with the Match Officials;		
"Season"	the playing season which extends from the first date on which the Competitions involving a Team takes place until the last date on which the Competitions involving that Team		

(Q)

Under 18 Men's League;

takes place;

"Senior National Cup Competitions" the following competitions:

- (a) National Cup Men; and
- (b) National Cup Women;

"Significant Interest" a shareholding of ten per cent (10%) or more in the

controlling company;

"Standard Contract" the standard playing contract from time to time in force, as

issued and approved by Basketball England;

"Surety Fee" the fees listed at paragraph 3 of Appendix 2;

"Table Official" a person appointed by Basketball England, a regional

representative or Home Club as a table official in respect of

a Match;

"Team" a team of Players representing a Club in a Match;

"Team Bench" the designated courtside area for members of the Teams in

accordance with Regulation 37;

"Team Follower" a person at least 12 years of age that has a defined role

within the Team (other than a Coach, assistant coach or Player) authorised by the Referee to sit on or by the Team Bench, and be in communication with the Team during the

Match, including statisticians;

"Team Representative" any person nominated by a Club to represent its interests at

any time during a Match (who shall not be a Match Official or the Court Manager, but may be a member of the Team);

"UK Anti-Doping" the body responsible for ensuring sports bodies in the UK

are compliant with the World Anti-Doping Code through implementation and management of the UK's National Anti-

Doping Policy;

"UK Anti-Doping Rules" the UK Anti-Doping Rules (as amended from time to time) as

adopted by Basketball England;

"Umpire" the person appointed by Basketball England, a regional

representative or Home Club (as applicable) as an umpire in

respect of a Match;

"WADA" the World Anti-Doping Agency;

"WADA Code" the World Anti-Doping Code

"Youth Leagues" the following league competitions:

- (a) Under 18 Men's League;
- (b) Under 18 Women's League;
- (c) Under 16 Boys League;
- (d) Under 16 Girls League;

- (e) Under 14 Boys League; and
- (f) Under 14 Girls League
- 1.2 Where the context so admits:
 - 1.2.1 words importing the singular shall include the plural and vice versa;
 - 1.2.2 words importing the masculine gender shall include the feminine gender; and
 - 1.2.3 words importing persons shall include firms, corporations and unincorporated associations.
- 1.3 Reference to any Act, Statute or statutory provision shall include a reference to that Act, Statute or statutory provision as amended, re-enacted or replaced from time to time, whether before or after the date of adoption of these Regulations, and any former Act, Statute or statutory provision replaced (with or without modification) by the Act, Statute or statutory provision referred to and any subordinate legislation made thereunder respectively.
- Section, Regulation and Appendix headings are for ease of reference only and shall not affect the construction of these Regulations.
- Any reference in these Regulations to the National Basketball League (NBL) includes the corresponding Play-Off Competition and Cup Competitions unless otherwise stated.
- the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

GOVERNANCE

2. Jurisdiction

These Regulations apply equally to all of the National Competitions, unless otherwise stated in the Regulations.

3. **Delegation**

The Executive Board has delegated responsibility for the National Competitions to the Competitions Review Panel. Responsibility for the decisions of the Competitions Review Panel is vested in Basketball England's professional officers.

4. Affiliation

- 4.1 In order to participate in any of the National Competitions, a Club must be affiliated to Basketball England.
- 4.2 Where a Club's normal home venue is situated outside England that Club shall ensure that it is affiliated to:
 - 4.2.1 Basketball England; and
 - 4.2.2 the appropriate governing body in the country in which its home venue is situated,

PROVIDED THAT the application for affiliation to Basketball England is endorsed and approved by the governing body referred to in Regulation 4.2.2 above.

5. Nursery Teams

- 5.1 No Nursery Teams, or Clubs having any official or unofficial obligation to or connection with another Club in the BBL, Division One Women's Teams also known as the WBBL, National Basketball League is permitted to participate in:
 - 5.1.1 the same Division as its Principal Team (without the prior approval of Basketball England); and/or
 - 5.1.2 the Senior National Cup Competitions.

Where Basketball England deems it to be appropriate, Nursery Teams may participate in the Women's National Trophy and/or Men's National Shield Competitions.

- 5.2 A Nursery Team may contract directly with Players on its behalf, and novate such rights under that contract in favour of its Principal Team, PROVIDED THAT provisions enabling this are specified in the Player's contract.
- A Nursery Team may use the same team-name and/or the same home venue as that of its Principal Team. Where a Nursery Team does not use the same home venue as its Principal Team, the Nursery Team must use a home venue within a 6 mile radius of the home venue of its Principal Team.
- Where a Club fields a Principal Team and Nursery Team(s) in a BBL, Division One Women's Teams also known as the WBBL or National Basketball League Competition, all senior players shall only be licensed for one Team, with no movement permitted between the Teams except where a formal transfer occurs (in accordance with Regulation 20 below).
- Notwithstanding Regulation 5.4 above, any Under 23 British Player licensed for the Nursery Team, may be listed on the Scoresheet for the Principal Team during the Season ("Play-Up"). For the avoidance of doubt, there is no limit or restriction on the number of Matches an Under 23 Player can Play-Up. Players licensed for the Principal Team are not permitted to be listed on the Scoresheet for the Nursery Team ("Play-Down").

- 5.6 Any Under 23 Player that Plays-Up must participate in:
 - fifty percent (50%) of Regular Season Matches for the Nursery Team in order to qualify for the Nursery Team play-off Matches; and
 - 5.6.2 fifty percent (50%) of National Cup/Mens National Trophy/Patrons Cup/ Mens National Shield/ Womens National Trophy Matches in order to qualify for the Nursery Team finals of that tournament.
- 5.7 It is intended that Nursery Teams should primarily exist to enable young players who are no longer Under 18, or who are exceptionally talented and therefore unsuited to play in the Under 18 competitions, to participate at a higher level. Permission for a Nursery Team to participate in the National Basketball League is therefore dependent on the operation of this philosophy, and Basketball England reserves the right to withdraw permission for a Nursery Team to participate in the National Competitions if Basketball England is of the opinion (in its sole discretion) that this philosophy is not being respected.
- In all other respects in these Regulations a reference to a Club shall be considered to apply equally to a Nursery Team, and Nursery Teams must conform to these Regulations in the same way as all other Clubs, unless there is a specific statement to the contrary. In particular, a Nursery Team must always promote its Matches, as if it is a standalone Club, and comply with the National Basketball League Standards.
- 5.9 Any Club found to have breached Regulations 5.5 to 5.9 (inclusive) above may be disqualified from the particular Competition in which such breach occurred and may also be fined and/or have League points deducted.

6 Management of Clubs

- All Clubs shall register with Basketball England the name of the company or other legal entity that is responsible for controlling the affairs of the Club, or the names of at least three persons who are responsible for the management of the Club. If the Club is under the control of a company or other legal entity, this company shall register with Basketball England the names of the persons designated as Directors of that company and submit a copy of its memorandum and articles. Where a Club is not controlled by a company, the names of the persons responsible for the management of the Club shall be considered to be the Directors, and these shall be subject to approval by Basketball England.
- 6.2 The name of the Club Secretary shall be registered with Basketball England. This person may (but need not necessarily) be a Director, and may (but need not necessarily) be the secretary of the company controlling the Club. In the case of a company, the name of the company secretary shall also be registered with Basketball England. All actions by the Club Secretary are deemed to carry the full authority of the club unless and until such time as an action may be countermanded by a mandate supported by a majority of the Directors. A Club is deemed to be responsible for actions by its Directors relating to the Sport, (which may include, but is not limited to, public statements, letters to the media and approaches to players licensed to play for other clubs).
- No person may be added to or deleted from the list of Directors of a Club, except by a written statement signed by a majority of the other Directors, or by a decision of the company, unless such Director(s) submit their resignation in writing.
- 6.4 No person may:
 - 6.4.1 be a Director or a Club Secretary of more than one Club at the same time; or
 - 6.4.2 have a Significant Interest in more than one Club at the same time; or
 - 6.4.3 have a Significant Interest in a Club and be a Director or Club Secretary of another

Club; or

- 6.4.4 be a Director or Club Secretary or have a Significant Interest in one Club and be a licence holder for another Club, except where the Clubs are competing in mutually exclusive competitions.
- Where a Director and/or Club Secretary applies to be registered for another Club, such application automatically constitutes a statement of resignation as a Director, Club Secretary, or other officer of the first Club, except that where the person is registered as a Director of a Club-company, their application to be licensed for another Club cannot be approved until such time as they are officially removed from the list of Directors of that company. Failure to notify Basketball England of dual membership would be a breach of these Regulations and may be referred to the Disciplinary Officer.
- A Club Secretary may only be replaced by a mandate supported by a majority of the Directors, unless the Club Secretary resigns, in which case the existing Directors shall nominate a new Club Secretary as soon as possible.
- 6.7 All communications between a Club or Team and Basketball England will be conducted through the Club or Team Secretary unless the Club or Team has informed Basketball England of a nominated alternative. The Club shall notify Basketball England in writing of any permanent or temporary change to the Club Secretary.
- 6.8 Each Club in the National Basketball League shall comply with the National Basketball League Standards and have an adequate level of administration to enable it to discharge the essential functions of a Club to a level acceptable to Basketball England.
- 6.9 Each club within the National Basketball League shall have a Club Welfare Officer and dedicated DBS verifier. Their details shall be registered with Basketball England and CWO's will maintain current safeguarding training to at least a Level 2 and maintain a current enhanced DBS (valid for three years) also supplied to Basketball England.
- 6.10 Each Club in the National Basketball League shall promote, present and develop the Sport to the best of its ability, and at a level of competence and suitability to the satisfaction of Basketball England.

7 Team names

- 7.1 All team names are subject to final approval by Basketball England.
- 7.2 All team names must include a specific geographical location (the county, city or town where the Team / venue is based). A nickname can also be included (Rockets, Magic etc).
- Any sponsor names are subject to approval by Basketball England. Only the approved geographical location and nickname will be used in Basketball England's official schedules, but this will not prevent the usage of sponsor names in Match publicity etc.

8 Finance

- 8.1 Each Club in the National Basketball League must display adequate levels of finance to enable it to perform in all respects in a manner that is consistent with its status.
- 8.2 Each Club shall keep accounting records which:
 - 8.2.1 are sufficient to show and explain the Clubs' transactions;
 - 8.2.2 are such as to disclose with reasonable accuracy, at any time, the financial position of the Club at that time;
 - 8.2.3 comply with any legal requirements applicable to the Club;

- 8.2.4 comply with such provisions as may from time to time be reasonably specified by Basketball England; and
- 8.2.5 comply with such requirements as are contained in the FIBA Regulations or regulations made thereunder from time to time.
- 8.3 In the event that Basketball England considers that a Club may be unable to fulfil its obligations under these Regulations then Basketball England shall be entitled to require such Club to provide to Basketball England and/or its appointed representatives or advisers such accounting records referred to in Regulation 9.2 as Basketball England deems necessary.
- 8.4 Such accounting records shall be kept confidential by Basketball England and its appointed representatives and advisers save as required by law or to the extent that the same are in the public domain otherwise than by reason of a breach of the provisions of this Regulation 8.4.

9 Liability

Each Club agrees to indemnify Basketball England (together with its members, officers, employees and contractors) from and against any and all costs, damages, losses, expenses and/or claims (including but not limited to claims for loss of profit or income and reasonable legal or professional fees) which may be made by any third party and which are a consequence, whether directly or indirectly, of the Club not complying with these Regulations (whether wilfully, negligently by action or omission or otherwise howsoever) and whether or not such loss was foreseeable by Basketball England and/or the relevant Club at the time of the Club's agreement to be bound by these Regulations.

THE NATIONAL COMPETITIONS

10 Entrance to the National Competitions

10.1 **Approval**

- 10.1.1 Basketball England reserves the sole right to decide which Clubs/Teams will be accepted to participate in the National Competitions and the Division that each Team will compete in.
- 10.1.2 Basketball England shall be responsible for the selection of Teams to compete in the National Basketball League for the following Season, and of Teams to compete in tournaments organised by Basketball England.
- 10.1.3 A Club/Team shall be entitled to appeal the decision of Basketball England made in accordance with Regulation 10.1.1 and/or 10.1.2 PROVIDED THAT such appeal is made in accordance with Regulation 49.5

Any appeal lodged regarding the selection of the teams to compete in Basketball England National Competitions should be made in line with regulation 49.5. Appeals associated with the selection of teams will be heard by Appeals Panel.

10.2 Entrance Fees

- 10.2.1 Applications to enter the National Basketball League must be accompanied with payment of the full Entry Fee by 1st June preceding the year in question.
- 10.2.2. The Entry Fee is automatically forfeited if the Club withdraws their entry. If entry in to any Competition is declined the Entry Fee will be refunded in full.
- 10.2.3 All Clubs (including those in membership of BBL/ Division One Women's Teams also known as the WBBL (as appropriate)) must also pay an annual Club Affiliation Fee to be received by Basketball England no later than 1 September preceding the season in question.

10.3 Surety Fees

- 10.3.1 All Clubs must place a Surety Fee on deposit with Basketball England by 1 June preceding the Season.
- 10.3.2 Where a Club has two or more Senior Teams competing in the NBL, it shall pay an additional fee of £200 for each of its 'second' Teams over and above the single Surety Fee it has lodged. The single Surety Fee will always be paid at the highest level as indicated in Appendix 2.
- 10.3.3 Where a Club has Surety Fee at the end of the Season and intends to participate in the NBL in the following Season, the Surety Fee will be retained by Basketball England throughout the close season period.
- 10.3.4 Where a Team withdraws from a competition the following fines will apply:
 - a) If a team in the senior NBL or Jnr. NBL Premier Leagues withdraw from a competition before June 30th preceding the season in question, Basketball England will refund the surety fee only. After June 30th Basketball England shall be entitled to retain the Surety Fee in part or in full, in addition to any fines that may be levied in accordance with Regulation 49.16. Any remaining funds will then be refunded to the club via BACS.
 - b) If a Jnr. NBL Regional League team withdraws from a competition before June 30th preceding the season in question, Basketball England will refund the entry fee and surety fee in full. After the 30th June Basketball England shall be entitled to retain the all fees paid in part or in full.

C) In addition to any fines that may be levied in accordance with Regulation 49.16. Any remaining funds will then be refunded to the club via BACS.

10.4 Entry to Cup Competitions

- 10.4.1 Entry to the senior competitions shall include automatic entry into Cup Competitions for which the Club is eligible unless the Club informs Basketball England that it does not wish to participate in these Cup Competitions prior to 1st June preceding the Season in question SAVE IN RESPECT OF Division 1 Men & Women and Division 2 Men, where participation in all Cup Competitions is mandatory.
- 10.4.2 Clubs that have not applied for entry to the NBL may enter the Men's National Shield and Women's National Trophy competitions by making an application to Basketball England no later than 1st June preceding the Season. An entry fee of £50.00 must accompany such applications.
- 10.4.3 Clubs in membership of the BBL / Division One Women's Teams also known as the WBBL and affiliated to Basketball England, are permitted to enter the National Cup competition PROVIDED THAT an application is received by Basketball England prior to 1st June.

11 Club Positions and League Rankings.

- 11.1 The League positions shall be determined by awarding:
 - 11.1.1 two points for a win and zero for a loss in senior leagues; and
 - 11.1.2 three points for a win and one point for a loss in all age group competitions.
- Zero points shall be awarded for a Match lost by default or forfeit. In the event that a Match is lost by default or forfeit, Basketball England may also deduct a number of points as it considers to be appropriate in accordance with Regulation 24.3.

12 **Equality of Points**

- 12.1 In the event that two or more Teams have the same number of league points at the end of the Season, the positions of such Teams in the league shall be determined as follows:
 - 12.1.1 Where two Teams are tied, the result(s) of the Match(es) between the two Teams involved shall determine the positions.
 - 12.1.2 In the event that the total points scored and conceded are the same in the Matches between the two Teams, the positions will be determined by Goal Difference taking into account the results of all the Matches played in the league by both Teams.
 - 12.1.3 If more than two Teams are tied, the positions will be determined by taking into account only the results of the Matches between the Teams that are tied.
 - 12.1.4 In the event that there are still Teams tied after the process set out in Regulation 12.1.3 above, then Goal Difference will be used to determine the positions, taking into account only the results of the Matches between the Teams still tied.
 - 12.1.5 If there are still Teams tied, the positions will be determined using Goal Difference from the results of all the Matches played by those Teams in the league.
 - 12.1.6 If at any stage through the process set out in Regulations 12.1.3 to 12.1.5 (inclusive), a multiple tie is reduced to a tie involving only two Teams, the procedure in Regulations 12.1.1 and 12.1.2 will be applied.
 - 12.1.7 If it is reduced to a tie still involving more than two Teams, the procedure beginning

with Regulation 12.1.3 shall be repeated.

13 Playoffs

13.1 **Senior Competitions**:

Playoff Competitions for the Men's and Women's National Basketball League will take place at the completion of the Regular Season usually involving (but not restricted to) the eight highest placed Teams in each Division. Playoff formats will be published by Basketball England prior to the completion of the Regular Season.

13.2 Age-Group Competitions:

Playoff Matches will be played as single leg matches on the home courts of one of the competing teams unless otherwise decided by Basketball England, for example a Final Four Tournament.

14 Promotion and Relegation

- 14.1 Promotion and Relegation is determined on final league positions over the full season; playoff and cup competitions are not taken into account.
- 14.2 Teams which finish in first and second places in:
 - 14.2.1 Division Two Men may make an application to join Division One Men;
 - 14.2.2 Division Three Men may make an application to join Division Two Men;
 - 14.2.3 Division Four Men may make an application to join Division Three Men; and
 - 14.2.4 Division Two Women may make an application to join Division One Women,

PROVIDED THAT such Clubs fulfil the National Basketball League Standards for the relevant Division.

14.3 Any Team:

- 14.3.1 that finishes in the bottom two places in of Division One Men, or doesn't meet the National Basketball League Recommended Standards, will be relegated to Division Two Men;
- 14.3.2 that finishes in the bottom two places of Division Two Men or doesn't meet the National Basketball League Recommended Standards will be relegated to Division Three Men;
- 14.3.3 that finishes in the bottom two places of Division Three Men or doesn't meet the National Basketball League Recommended Standards will be relegated to Division Four Men
- 14.3.4 that finishes in the bottom two places in Division One Women, or doesn't meet the required standards, will be relegated to Division Two Women

unless otherwise decided by Basketball England.

- 14.4 Basketball England shall be entitled to withdraw the licence of any Club to play in the National Basketball League where that Club:
 - 14.4.1 finishes in last place in the lowest Division of its relevant League; and/or
 - 14.4.2 finishes in first or second place in Division Three or Division Four Men in two

successive seasons and fails to apply for promotion.

The performance of all Clubs with regard to their compliance with these and other relevant regulations issued by Basketball England shall normally be reviewed on both 30th November and 31st January during the playing season. Clubs will be advised in writing of perceived shortcomings and the remedial action necessary. This will be based on the Basketball England Standards Document. Basketball England shall be entitled to take whatever action it deems appropriate for Clubs consistently failing to comply with appropriate rules & regulations.

15 **The Trophies**

- All trophies awarded to League and/or Cup winners remain the property of Basketball England. When the winning Clubs have been ascertained, Basketball England will present the appropriate trophy to that Club, who will be responsible for its return to Basketball England, prior to 1 September of the following Season, in good order and condition. In the event that a trophy is not returned by this date, Basketball England shall be entitled to collect the trophy, at the cost of the Club. Basketball England shall keep the trophies at all other times.
- 15.2 Should a trophy be damaged whilst under the care or custody of a Club, the Club shall be liable to pay to Basketball England either (in the sole discretion of Basketball England) (i) an amount equal to the value of the trophy (at the time such damage occurred); or (ii) or an amount equal to the cost of complete repair. Should a trophy be lost, destroyed or damaged beyond repair whilst under the care and/or custody of a Club, the Club may be required to pay to Basketball England a sum equivalent to the present value of the trophy in addition to any other penalty that Basketball England may impose.
- 15.3 Basketball England will present 16 individual mementoes to the Teams which have finished in first and second place in all Senior National Competitions.
- 15.4 No additional identical mementoes will be awarded or purchased other than those set out in Regulations 15.3 and 15.5.
- 15.5 Basketball England will present mementoes to the Players and Coaches that participate in the Cup and Playoff Finals. When a Player or Coach taking part is disqualified for misconduct, the memento to which they may be entitled in accordance with this Regulation 15.5 may be withheld at the discretion of Basketball England.

16 **Cup and Playoff Finals**

Senior Competitions:

- 16.1 Basketball England (and/or BBL / Division One Women's Teams also known as the WBBL) will arrange for the organisation and promotion of the Cup Finals and the League Playoff Finals as appropriate. At such events, Bench Personnel must be dressed in smart clothing, tracksuits and denim are not permitted save that a Team manager and/or physiotherapist may wear a Team tracksuit.
- 16.2 A Technical Commission will, in respect of each Cup Final and League Playoff Final organised by Basketball England, be nominated by Basketball England to take responsibility for disciplinary action and such other decisions related to such Match as may from time to time be necessary.
- 16.3 In the event that Basketball England appoints an organisation, Club or individual to promote the Cup Final or League Playoff Final on its behalf, such promoter shall be responsible for providing benefits for each competing Club as agreed with Basketball England. However, Basketball England shall ensure that the promoter reserves a minimum of 100 tickets for any Cup Final and/or League Playoff Final for a competing Club to purchase. These tickets shall remain available for the competing Clubs until 10 days prior to the event unless

- otherwise agreed with the event promoter.
- 16.4 In addition to the reserved tickets made available in accordance with Regulation 16.3 above, each competing Club will receive a maximum of 19 event tickets/event passes for use amongst the competitors and bench personnel of the competing Club. These event tickets/event passes are not transferable and must be held by licensed bench personnel.

Age-Group Competitions:

- 16.5 Under 18 and Under 16 National Cup Finals will be played at a neutral venue unless otherwise decided by Basketball England. At such events, Bench Personnel must be dressed in smart clothing, tracksuits and denim are not permitted save that a Team manager and/or physiotherapist may wear a Team tracksuit.
- 16.6 Basketball England will normally present mementoes to the players and coaches that participate in the Finals. When a player or coach taking part is disqualified during any part of the Final, the memento to which they may be entitled may be withheld at the discretion of Basketball England.
- 16.7 Each competing Club will receive a maximum of 19 event tickets/event passes for use amongst the competitors and bench personnel of the competing Club. These event tickets/event passes are not transferable and must be held by licensed bench personnel.

PARTICIPANTS

17 Individual Membership & Licensing

- 17.1 All Participants in BBL / Division One Women's Teams also known as the WBBL Division One Women's Teams also known as the WBBL (as appropriate) and National Competitions must be registered as an individual member with Basketball England and pay the fee set out in paragraph 4 of Appendix 2.
- 17.2 In addition to Regulation 17.1 above, all Participants in BBL / Division One Women's Teams also known as the WBBL (as appropriate) and National Competitions are required to have a National Competitions Licence (which shall include a current passport photograph) in accordance with the fees set out at paragraph 5 of Appendix 2
- 17.3 All fees are exempt from VAT and are non-refundable.
- All Coaches including assistant coaches must hold at least the Basketball England Level 2 Coach Award prior to the issue of a National Competitions Licence save that this Regulation 17.4 shall not apply to a Non-EEA Coach who has not previously been registered in England provided however that in subsequent seasons (i.e. after the Non-EEA Coach's first Season) this Regulation 17.4 will be deemed to apply.
- 17.5 No player may hold a valid National Competitions Licence to represent more than one Club in any National Competition save where an Under 18 Player is licensed to play senior basketball for another Club.
- 17.6 No Coach can be licensed for two Clubs that compete in the same league or competition at any one time.
- 17.7 A clear, enhanced DBS valid for three years (any unclear DBS certificates shall be risk assessed individually) and approved safeguarding training are required for anyone registering in regulated activity with children including, but not limited to, Coaches, Assistant Coaches, Physios and Team Manager.

17.8 Issue of Licences

- 17.8.1Each Club shall ensure that all applications for National Competitions Licences are made via Basketball England's online registration system. Applications may be submitted at any time, and Basketball England will normally consider all applications meeting the required conditions within seven Business Days.
- 17.8.2Once an application has been submitted, Basketball England may require additional documentation to be provided in order for such application to be approved, including but not limited to:
 - a) a completed transfer form: if a player is registered with a Club and wishes to register with another Club:
 - b) a completed International Clearance Request Form; if a player has been registered with a National Federation outside of England, it is the responsibility of the Cub to send this information to Basketball England;
 - c) a Self Declaration Form; if a non British Player is registering with Basketball England for the first time and has never registered with another Basketball Federation outside of England. Anyone found to be providing false or misleading information to Basketball England with regards to their licence application, shall be immediately suspended for the remainder if the season and the club shall be fined a fixed penalty per £250 per incident.

- d) A Confirmation of Amateur Status form; if a Non-EEA player competes in Division Two Men or lower or Division One Women or lower must confirm that they have never played in a professional league or are attempting to play in a professional league in the future.
- e) such other documents as may be requested or required by Basketball England (such as, by way of example only, a valid Disclosure and Barring Service check); and
- f) in the case of a senior or U20 Non-EEA Player / Coach, valid UK entry documentation (Work Permit/Certificate of Sponsorship and or Visa), photocopy of a valid passport and a signed valid contract where applicable (in accordance with Regulation 17.7.13 below).
- 17.8.3 Payment must be made in full to Basketball England for all National Competitions Licence applications prior to approval.
- 17.8.4 The Basketball England Participant Membership Form, which contains all of the details needed for registration, and which the Players, Coaches (including assistant coaches) and Team Followers, and where applicable, parents/guardians must sign, is available from the Basketball England website. It is the relevant Club's responsibility to collate this information and store it appropriately. Basketball England reserves the right to carry out spot checks and request copies of the Participant Membership Form at any time.
- 17.8.5 In the event that Basketball England approves an application, the licence will normally be issued with effect from the date that the approval was given. Approved licences (Digital Licences) will be available on the 'Game Day Portal'. The approval and issue of a licence or can only be undertaken on Business Days between the hours of 9.00 a.m. 5.00 p.m.
- 17.8.6 Once a National Competitions Licence has been approved and issued, the participant becomes eligible to participate in National Basketball League or Cup Matches. By participating obtaining a licence, the participant:
 - a) accepts the authority and jurisdiction of Basketball England and agrees to abide by its rules and regulations and the Code of Ethics and Conduct;
 - b) agrees to comply with the anti-doping regulations and penalties in force from time to time for the official competitions of Basketball England and FIBA;
 - c) agrees to submit to doping control tests and to abide by the respective antidoping regulations as appropriate; and
 - d) agrees that Basketball England may forward the participant's Personal Data to FIBA and/or UK Anti Doping for use in connection with doping control.
- 17.8.7 A Player who was previously registered in any other country is not permitted to play in the BBL, Division One Women's Teams also known as the WBBL or Basketball England National Basketball League Competitions until clearance has been received from that country in accordance with the regulations of FIBA.
- 17.8.8 Where Basketball England (in its sole discretion) considers there to be any doubt as to the national status of the person concerned, all relevant documents should be submitted to Basketball England so that Basketball England can determine that person's national status.
- 17.8.9 Basketball England reserves the right to decline to license a person for any particular Club(s), at its sole discretion; similarly, it may choose to cancel or suspend a licence for any person at its sole discretion.

- 17.8.10 Failure to comply with any of the conditions relating to licensing will render a person ineligible to represent that Club.
- 17.8.11 No licence will be issued for a Non-EEA Player that is being paid to play or coach unless a current Work Permit and/or Governing Body Endorsement and/or Certificate of Sponsorship has been issued by Basketball England and the UK Border Agency and is accompanied by a signed valid employment contract. Only teams in BBL, Division One Women's Teams also known as the WBBL and Division One Men may apply to Basketball England for a Governing Body Endorsement using one of the appropriate forms set out at Appendix 6. Save for a player or coach who has the (appropriate) right to work as a professional sportsperson in the UK on their current entry clearance into the UK.
- 17.8.12 Normally, Basketball England will only support the issue of Work Permits and/or Governing Body Endorsements and/or Certificates of Sponsorship by the UK Border Agency, for Players and Coaches that meet the Agreed Criteria and for no other personnel. Work Permits and/or Governing Body Endorsements and/or Certificates of Sponsorship and the granting of Non-EEA Licences will not be supported by Basketball England for any Club that is not in good financial standing with Basketball England.
- 17.8.13 For a licence to be issued for Non-EEA Players or Coaches who are not being paid (amateur leagues), documentation must be provided to Basketball England which demonstrates that such Player and/or Coach holds appropriate entry clearance into the UK. A licence will not be issued for a Player and/or Coach who does not have leave to remain in the UK. A declaration of Amateur status is also required for Non-EEA Players or Coaches, background checks will be carried out by Basketball England to determine whether or not the player meets amateur status requirements to be licensed for Basketball England Competitions. The Amateur Status Declaration form is set out at Appendix 8
- 17.8.16 The number of licences that may be issued to a Club is restricted in accordance with Regulation 18 below. In the event that a Club which has a full quota in any category wishes to license an additional person in that same category, the application for the additional licence must be accompanied by confirmation of their new status. Such person is ineligible to represent a Club once the new application is received by Basketball England.

17.9 Validity of Licences

- 17.9.1 Prior to the start of the Season, all Clubs should submit via Basketball England's online registration system applications, accompanied by any other required documents, for persons they wish to license in the forthcoming season (in accordance with Regulation 17.1 above). If a person or Club submits more than one licence application in the course of a Season, without having been first released or transferred, they shall be deemed guilty of misconduct in accordance with Regulation 49.1. Applications will be considered by Basketball England, and a licence granted for each application that Basketball England deems to be acceptable.
- 17.9.2 Persons may be licensed at any time during the season up to 31 January. To be eligible for consideration, an application for a Player's licence, accompanied by the relevant documents and fees, must be received by Basketball England on or before 31 January of the Season in question. Thereafter licence applications can only be considered in respect of Coaches and Team Followers, and in such cases only bona-fide applications will be approved. The exception to this rule is for new registrations for age group development teams. Please see below:
 - (a) A player can be registered for an age group development team, in which compete within the development leagues and where a new registration can

be applied for up to the last game of the regular playing season; no transfers are permitted from club to club. The player must not have been registered previously with Basketball England or registered for the last two seasons for any BE National League Competitions or any other International Federation that is recognised with FIBA

- 17.9.3 A Player playing in all leagues, other than age group development leagues,may be licensed to participate in a competition prior to 31st January however their work permit, Governing Body Endorsement / Certificate of Sponsorship & Entry Clearance / International Clearance / Transfer Form can arrive after this date. In all cases the person does not become eligible to coach/play until such time as work permit Governing Body Endorsements / Certificate of Sponsorship & Entry Clearance / International Clearance / Transfer Form is received.
- 17.9.4 A person does not become eligible to represent a Club until their application has been approved by Basketball England. The arrival of any application via Basketball England's online registration system does not in itself guarantee the eligibility of the person concerned.
- 17.9.5 To be valid, a licence must be issued and endorsed for the Season, Club and Team in question.
- 17.9.6 No Player licence applications may be received, and no transfer may take place during the period 31st January until the end of the Season. The exception to this rule is for new registrations for age group development teams in line with regulation 17.8.2
- 17.9.7 In respect of calculating the deadlines set out in these Regulations the European Convention on the Calculation of Deadlines applies, which provide that when a deadline expires on a Saturday, Sunday or public holiday, it is extended to include the very next working day. (unless otherwise stated).

17.10 Licence Cards

- 17.10.1 Before each Match, the Club must present to the Commissioner or, if there is no Commissioner, the Referee and Scorer the licence cards of all Players who are to play in the Match. The licence numbers must be inscribed on the Scoresheet. In addition, the licence cards of the Coaches and Team Followers must also be present for inspection. This can be done by either presenting the digital licences on a laptop/tablet/smart phone or printing the licences page off IN COLOUR and presenting to the commissioner.
- 17.10.2 Licence cards are categorised as set out in Appendix 1.
- 17.10.3 Only persons holding a Coach licence may act as the Coach or assistant coach.
- 17.10.4 Failure to comply with Regulations 17.9.5 to 17.9.6 (inclusive) may result in a fine and/or possible forfeiture of the Match as determined by the Competitions Review Panel. At matches organised by Basketball England the Technical Commission will decide the eligibility of a person to participate in the event.
- 17.10.5 In the event of a valid licence not being produced for a Player, Coach or Team Follower that person shall not be permitted to participate in the Match in question. A valid licence card is described in regulation 17.9.1
 - If it is declared that a player will arrive after the tip off time but during the Match, then the player subsequently fails to arrive, the Table Officials must cross the name of that player off the Scoresheet.

17.10.6 Each team should review the licences of the opposition team. Should any challenge be made to the validity of such licences, the final decision shall lie with the Commissioner or, if there is no Commissioner, the Referee. Such final decision should be reported to Basketball England.

17.11 Loss of Licence

- 17.11.1 A team that withdraws from a competition shall automatically lose its licence to compete, and any application in future seasons will only be considered for the lowest available division.
- 17.11.2 Teams that have been accepted into a Competition, and who subsequently withdraw, will be fined and the Surety Fee may be retained by Basketball England in part or in full acting in its sole discretion, in addition to any fine that may be levied.

18 Eligibility

Senior Competitions:

18.1 Subject to the remaining provisions of Regulation 18, a Team shall only be able to field a maximum of one Non-EEA Player in any Match.

For the avoidance of doubt, there shall be no limit on the number of British players and/or EEA players.

In Division One Men for any Match in the League competition, the Men's National Trophy and/or where two Division One Men's teams play each other in a Cup Match, a Club can register on the Scoresheet a maximum of 2 Non-EEA Players. In addition, Division One Men's teams are permitted to play two Non-EEA Players from the Quarter Final round of the National Cup competition.

- 18.2 In the National Trophy/Shield Competitions, Men and Women, the Player eligibility regulations are as for the appropriate Division.
- All Non-EEA players / coaches must have a valid contract of employment as a basketball player / coach with their club in order to be classified in the appropriate category. Clubs are reminded that they are responsible for the operation of PAYE & NI requirements for all employees and Basketball England may require documentary evidence to verify that where such a contract of employment exists, the due statutory procedures are being followed.
- 18.4 For FIBA licensing purposes, an EEA player still counts as a Non-EEA player, and therefore the appropriate FIBA registration and licence fees are payable (See Appendix 2). In addition, all regulations regarding International Clearance will also apply to National, Non-EEA and EEA players.
- 18.5 After a person has been licensed for a Season they cannot apply to alter their national status during the course of that Season.
- 18.6 During the course of the Season:
 - 18.6.1 Clubs in Division One and Two Men may licence a maximum of 4 Non-EEA Players; and
 - 18.6.2 Clubs in the Division Three and Division Four Men and Division One and Two Women may licence a maximum of 3 Non-EEA Players.

The requirements of Regulation 18.1 must be satisfied and a licence must be cancelled before an alternative licence may be issued. Where a licence is cancelled by virtue of the application of this Regulation 18.9, the Player shall become a free agent, unless they currently hold a standard form contract which has been deposited with, and approved by,

- Basketball England and continues to be honoured by the Club. Rotation of Non-EEA Players can take place PROVIDED THAT a Team does not exceed the quota of Non-EEA Players allowed by Regulation 18.1 in any one Match.
- 18.7 A Club is permitted to license a maximum of one Non-EEA Coach per Team. Any Team that has a Non-EEA Coach must also have a National assistant coach.
- 18.8 Licences can only be issued for Participants who are present in the UK. Whenever a person holding a senior competitions licence is absent from England for a continuous period in excess of 30 days during the period 1 September 31 March, their licence shall automatically be suspended, and cannot be activated again until after the following 31 May save where a new licence application is received by Basketball England.
- 18.9 In order for a licence application to be considered, the individual must be present in the UK at the time of such application. For the avoidance of doubt, applications will not be considered or approved by Basketball England in respect of individuals who remain outside of the UK and intend to enter the UK at a later date.
- 18.10 A Player who was previously registered in any country other than the UK is not permitted to play in any national competition until clearance has been received from that country in accordance with the regulations of FIBA.
- 18.11 The regulations of FIBA prohibit players / coaches being registered until they are present in the UK. It is permissible for a Club to make an agreement with an individual, prior to his or her arrival in England, so as to secure exclusive rights for their services. Basketball England shall have the sole right to interpret, enforce or annul any such agreement at its sole discretion.
- 18.12 Where an individual holds two or more legal nationalities, his/her eligibility to play in the National Competitions shall be determined in accordance with Regulation 18.1. Where that individual is eligible to play as a British Player, he/she shall declare (if eligible) in writing before he/she is registered for the National Competition that if summoned to represent the relevant National Team for Great Britain, England, Scotland or Wales, he/she will play for that Team.
- 18.13 Basketball England may, in its absolute discretion, refuse to issue a licence to any Player, Coach, Match Official or Team Follower. Any such refusal shall be subject to Basketball England's appeals procedure as set out in Regulation 49.5.
- 18.14 Asylum seekers and refugees may be licensed as British Players if the Player has been granted asylum or refugee status in the UK. This will be at the sole discretion of Basketball England and reconsidered on an annual basis.
- 18.15 In order to participate in the Final of the National Cup, Trophy, Patrons Cup and/or Shield Competitions, a Player must be registered with Basketball England no less than seven days prior to that Match. In the event that the aforementioned seventh day falls on a weekend, the Player must be registered by the Friday prior to the seventh day (i.e. eight or nine days before the Match) in order to participate in such Match.

Age-Group Competitions:

- 18.16. Eligibility for Under 18 leagues and under 18 National Cup:
 - (i) Under 18 Players: ages of players taken at 1st Sept of each season
 - (ii) There are no restrictions on the number of EEA and Non-EEA players in a Team.
 - (iii) Teams must field a minimum of 8 players.
 - (iv) A Player who is licensed with Basketball England to play for a Under 18 Club may

- also license with Basketball England to play for a different Club in order to participate in the senior competitions if his/her Under 18 Club is not connected to a 'parent' senior Club, this is subject to the written approval of both Clubs.
- (v) A Player who is licensed with Basketball England to play for an Under 18 team which also has a 'parent' senior team may only play for that senior team in the National Competitions.
- (vi) Where an Under 18 player is licensed to play in the senior competitions for a Club that does not have a team in the Under 18 competitions, the Player may also play for a different Club in the Under 18 competitions provided that such Club does not have a senior team in the National Competitions.
- (vii) A club not competing in the Under 18 Leagues may license up to a maximum of 15 players for the Under 18 Cup.

18.17 Eligibility for Under 16 leagues and Under 16 National Cup:

- (i) Under 16 Players (U16): ages of players taken at 1st Sept of each season
- (ii) There are no restrictions on the number of EEA and Non-EEA players in a Team.
- (iii) Teams must field a minimum of 8 players.
- (iv) A Player who is licensed with Basketball England to play for an Under 16 Club may also license with Basketball England to play for a different Club in the senior competitions if his Under 16 Club is not connected to a 'parent' senior Club, this is subject to the written approval of both Clubs.
- (v) A Player who is licensed with Basketball England to play for an Under 16 team which also has a 'parent' senior team in the senior competitions may only play for that senior Club in senior competitions.
- (vi) Where an Under 16 Player is licensed to play in the senior competitions for a Club that does not have a team in the Under 16 competitions, the Player may also play for a different club in the Under 16 competitions provided that such Club does not have a senior team in the senior competitions.
- (vii) A club not competing in the Under 16 League may license up to a maximum of 15 players for the Under 16 Cup.

18.18. Eligibility for Under 14 leagues:

- (i) Under 14 Players: ages of players taken at 1st Sept of each season.
- (ii) There are no restrictions on the number of EEA and Non-EEA players in a team.
- (iii) Teams must field a minimum of 8 players.
- (iv) A Player who is licensed with Basketball England to play for an Under 14 Club may also license with Basketball England to play for a different Club in the senior competitions, only if the Under 14 Club is not connected to a 'parent' senior Club, this is subject to the written approval of both Clubs.
- (v) A Player who is licensed with Basketball England to play for an Under 14 team which also has a 'parent' senior team in the senior competitions may only play for that senior Club in the senior competitions.
- (vi) Where a Under 14 Player is licensed to play in the senior competitions for a club that does not have a team in the Under 14 competitions, the Player may also play

- for a different club in the Under 14 competition provided that such Club does not have a senior team in the senior competitions.
- (vii) Zone / Combination Defences are not permitted in U14 competitions. Man to Man Defence is mandatory.
- 18.19 An U18 Player who is licensed with Basketball England will be limited to play (and be licensed) for only two teams at any one time, this includes play in all competitions. (BBL, Division One Women's Teams also known as the WBBL Senior and Junior NBL).

19 Contracts

- 19.1 All National Competition Licences expire on the last day of the Season in question in accordance with the official calendar of Basketball England.
- 19.2 After expiry of any licence:
 - 19.2.1 a non-contract Player shall become a Free Agent and may subsequently be licensed or contracted by any Club. Any Club for which the Player was formerly licensed shall have no entitlement to request any compensation for the Player's services:
 - 19.2.2 a Player who has been subject to a Standard Contract, as issued and approved by Basketball England, which expires prior to the start of a forthcoming Season, shall become a Free Agent and may subsequently be licensed or contracted by any Club. Any Club for which the Player was formerly licensed shall have no entitlement to request any compensation for the Player's services; and/or
 - 19.2.3 a Player who is subject to a Standard Contract which extends into the forthcoming Season shall, except by agreement of his Club, only be licensed for that Club in the forthcoming Season.
- 19.3 A Free Agent may, subject to FIBA Regulations, sign an application for a Competitions Licence at any time, and for any Club, except during the period 1 February to 31 May each year, or as otherwise restricted by other rules and/or regulations, and any Club for which he was formerly licensed shall have no entitlement to request any compensation.
- 19.4 A Club may at any time release a non-contract Player and shall notify the Player of such release and shall surrender his licence to Basketball England (by confirming the release in writing), whereupon the Player shall immediately become a free agent.
- A contracted Player shall be entitled to apply for a licence to coach at the Club he or she is contracted to without compensation. Any subsequent request by the Player or his new Club for a licence for the coach to play will be subject to the terms embodied in the Standard Contract for the period of time stipulated by the Standard Contract.
- 19.6 In order to establish the existence of a Standard Contract, a Club shall, within 7 days of signature by both parties, forward to Basketball England the signed Certificate of Contract contained in the Standard Contract. Where a Player and his/her Club, (or related companies, organisations or sponsors of the Club) have agreed more than one contract to cover the same period of time, both contracts must be sent to Basketball England.
- 19.7 A Player, Coach and/or Team Follower may, at any time, demand their release. The Club for which they are licensed must comply within 7 Days, unless it is of the opinion that the Player, Coach and/or Team Follower owes money to the Club (the Club must submit an account of the debt for Basketball England to consider). Basketball England shall hold the individual participants licence until such time as Basketball England is satisfied that such money has been paid (to the extent that the debt is considered by Basketball England to be accurate and a true account of agreement between the parties).

- 19.8 A Player shall have the right to invoke arbitration by Basketball England, in accordance with Regulation 50.7, where the Player reasonably considers that a Club is acting unreasonably in relation to the provisions of the Standard Contract governing expiry, release and transfer.
- 19.9 In the event that Basketball England determines that a Club is in breach of the terms and conditions of a Standard Contract so as to merit the immediate termination of that contract, the Player shall thereafter be deemed to be a non-contract Player for the purposes of these Regulations.
- 19.10 This Regulation 19 and regulation 20 below shall apply to a person who is licensed solely as a Coach, save in so far as they relate to the Standard Contract and, therefore, at the end of a Season, a Coach shall have the status of a free agent. This Regulation 20 shall apply to a person who is licensed as both a Player and a Coach as if the person is a Player only.

20 Transfers

- 20.1 The terms and conditions contained in the Standard Contract shall govern the transfer of any Player / Coach to whom such a contract applies and shall take precedence over any conflicting terms in these Regulations.
- Where a Player / Coach is transferring between Clubs, the new contract must be sent to Basketball England within seven days of signature by both parties.
- 20.3 A transfer of a Player / Coach from one Club to another during the course of a Season shall not normally be permitted, unless the Player / Coach, the transferee Club and the transferor Club have all consented to such transfer and the terms of such a transfer. If all parties cannot come to an agreement, Basketball England shall consider the matter, whose decision shall be binding on all parties.
- 20.4 If a Player / Coach wishes to seek a transfer of his licence during the course of a Season, he/she must submit this request in writing to both the Club concerned and Basketball England. For a Player / Coach who has not signed a contract with a Club, the Club must comply with this request within seven days and inform Basketball England.
- 20.5 Where the transferor Club and the transferee Club cannot agree terms for the transfer of a contracted Player, either Club shall have the right to invoke arbitration by Basketball England in accordance with Regulation 50.7.
- 20.6 Once an agreement has been reached relating to the transfer of a Player / Coach, a transfer form shall be completed and signed by the Player / Coach and the Secretary or otherwise authorised representative of the transferee Club and transferor Club. The form should contain all details of the conditions agreed by the parties and which are being submitted to Basketball England for its consideration. This form shall then be sent to the headquarters of Basketball England, together with the new licence application, any current licence card and the appropriate licensing fees.
- 20.7 The applicant shall only become eligible to represent the new Club once the documents have been received and approved by Basketball England, such approval to be communicated to the Clubs via e-mail from Basketball England. It is the responsibility of the transferee Club and transferor Club to ascertain that the transfer has been successfully completed. The new club will then have to register the player to compete in the National Basketball League.
- 20.8 If any transfer fee is payable in respect of the transfer of a Player / Coach in accordance with these Regulations, such fee shall be deemed to be exclusive of Value Added Tax, unless specifically stated otherwise, and the Value Added Tax at the current rate shall be payable in addition to the fee stipulated if the transferor Club is registered for Value Added Tax.
- 20.9 A signed transfer form shall constitute proof that the transferor Club is satisfied that the fee

- and any Value Added Tax thereon has been or will be paid to them by the transferee Club and a transfer shall not subsequently be annulled by virtue of a breach of contract by the transferee Club.
- 20.10 No more than 4 transfers shall be permitted between the same transferor and transferee Team/Club in any Season. A transfer shall not be approved by Basketball England if it includes an automatic return clause. A transfer may include a provision related to payment by a transferor Club if the licensed person re-joins the transferor Club at a later date.
- 20.11 Whilst a person holds a Competition Licence, no person representing any other Club shall approach the person with a view to inducing him to leave that Club, unless permission has been granted in writing by a duly authorised representative of the Club to which the person is currently licensed. Any infringement of this rule shall be treated by Basketball England as misconduct and action may be taken in accordance with Regulation 49.1.
- 20.12 The use of an agent to conduct any aspect of a transfer of a Competitions Licence is strictly prohibited and accordingly any such transfer shall be arranged directly between the transferor Club, transferee Club and the individual concerned.
- 20.13 A person having represented a Team (i.e. by having their name included on the Scoresheet) as a Player or Coach in any Cup Competition cannot subsequently represent any other Team as a Player or Coach in the same Cup Competition during the Season.

FIXTURES

21 Arrangement of Fixtures

21.1 National Basketball League

In all Divisions, all Clubs shall play each other for a scheduled number of Matches home and away to determine the League champions.

21.2 National Cups

21.2.1 The National Cup (Men) will be played as follows:

- (a) First Round: this will involve sufficient Teams to provide 32 teams in Second Round. This round may also give a number of teams a bye.
- (b) Second Round: this will involve 32 Teams.
- (c) Third Round: this will involve the sixteen winning Teams from the Second Round Matches.
- (d) Quarter Finals: this will involve the eight winning Teams from the Third Round Matches.
- (e) Semi Finals: this will involve the four winning Teams from the Quarter Final Matches.
- (f) Final: This will involve the winners of the Semi-Final Matches, and will be played on a single leg basis at a neutral venue arranged by Basketball England.

Basketball England will conduct the draw for each competition which may include geographical organisation and seeding in the rounds prior to the quarter finals. Basketball England shall determine which teams (if any) are awarded byes in its absolute discretion.

21.2.2 The National Cup (Women) will be played as follows:

- (a) First Round: this will involve sufficient Teams to provide 16 Teams in the Second Round
- (b) Second Round: this will involve sixteen Teams.
- (c) Quarter Finals: this will involve the eight winning Teams from the Second Round Matches.
- (d) Semi Finals: this will involve the four winning Teams from the Quarter Final Round Matches.
- (e) Final: this will involve the winners of the Semi-Final Matches, and will be played on a single leg basis at a neutral venue arranged by Basketball England.

Basketball England will conduct the draw for each competition which may include geographical organisation and seeding in the rounds prior to the quarter finals.

21.3 National Trophy, Patrons Cup, National Shield

- 21.3.1 National Trophy/Patrons Cup/National Shield competitions for will be held for Clubs in the National Basketball League () as follows:
 - (a) A Men's National Trophy will take place involving all those Teams in the Division One Men. Matches will be played on pool basis in the first round followed by a knockout format.

- (b) A Women's National Trophy may be held for Clubs in the Division Two Women and non-League clubs. The closing date for entry into the Women's National Trophy is 1 June preceding the Season in question.
- (c) The Patrons Cup will take place involving all those Teams in the Division Two Men. Matches will be played on a pool basis in the first round followed by a knockout format.
- (d) The Men's National Shield will be played involving all the Teams in Division Three and Division Four Men. All Matches will be played on a single leg knock out basis.
- 21.3.2 All Matches will be played on the home venue of one of the competing Teams except where Basketball England arranges for the final to take place on a neutral court.
- 21.5 For age-group competitions the following shall apply:
 - 21.5.1 Under 18 Cup (Men and Women) Under 16 Cup (Boys and Girls), Matches will be played on a single leg knock-out basis.
 - 21.5.2 Under 18 and Under 16 Leagues, teams shall be split into conferences playing each other home and away culminating in end of season Playoffs.
 The League winner will be determined by the winner of the Playoff / Final Four Tournament.
 - 21.5.3 Under 14 Leagues, teams shall be split into conferences playing each other home and away culminating in end of season Playoffs.
 The League winner will be determined by the winner of the Playoff / Final Four Tournament.
- 21.6 The Home Club shall provide suitable refreshments for the Away Team and the Match Officials at the following Matches, failure to do so will result in an automatic fine:

Division One Men including National Trophy
Division One Women
Division Two Men including Patrons Cup
All Senior Cup and Playoff games from Quarter Final onwards
All Age-Group Cup and Playoff games from Quarter Final onwards

22 Tip Off Times and Duration of Matches

- 22.1 Matches shall normally be played on a Saturday or Sunday. They may, however, be played on such other days as Basketball England may from time to time stipulate or by mutual agreement provided that such days have been approved by Basketball England.
- 22.2 All Matches shall take place at the following times, unless special authorisation has been given by Basketball England:

	Saturday	Sunday	Weekdays
Men/Women	13.00 - 20.00	13.00 - 17.00	19.30 - 20.00
Youth Leagues	11.00 - 18.00	11.00 - 17.00	By mutual agreement

- 22.3 In the case of triple header Matches, earlier start times may apply.
- 22.4 Normally, no Team shall be required to undertake a weekend fixture that does not enable its

Players to arrive back at their home base/meeting point by:

- 22.4.1 Midnight on Sunday, unless otherwise agreed, for senior teams; or
- 22.4.2 22.00 on a Saturday night or 21.00 on a Sunday (unless otherwise agreed by Basketball England) for Under 18 Teams.
- No days and times (other than those set out in Regulations 22.1 to 22.4 above) will normally be permitted by Basketball England except in the case of televised Matches.
- The Home Team must confirm all details with the Away Team at least two weeks before the Match and the Away Team must acknowledge such confirmation. If confirmation hasn't been received by the away team in under two weeks prior to the fixture, the game will still go ahead and the away team must make contact with the home team to establish if the details of the fixture is per the Basketball England Website (after 31st August). If the game was to be postponed it must be mutually agreed in line with regulation 23.4
- 22.7 In the event that a Team arrives after, but within fifteen minutes, of the scheduled tip off time:
 - 22.7.1 the Referee (in consultation with the Team Representatives) will decide what time the Match will start; and
 - 22.7.2 that Team shall be liable to a fine in accordance with Regulation 49.16.
- 22.8 It is the intention of Basketball England that wherever possible a Match should take place, and Match Officials are requested to keep this in mind when making decisions. When considered appropriate by the Commissioner (or Referee where a Commissioner is not present), the Commissioner (or Referee) may (in consultation with the Court Manager) amend the designated tip off time for any Match.
- 22.9 If a late tip off caused by the Away Team results in the Home Team incurring additional court hire costs, the Away Team will be liable to reimburse the Home Team for such additional court hire costs provided that the Home Team submits proof of such additional court hire costs in the form of an official invoice from the Home Team's venue. This must be provided within 7 days of the date of the scheduled Match.

23 Re-Arrangement, Postponement, Abandonment and Replaying of Matches

- 23.1 Basketball England will prepare a fixture list prior to the start of the Season. In exceptional circumstances, Basketball England may require a Match to be rearranged.
- 23.2 Where a Club is required by Basketball England to play a Semi Final or Final Match within 36 hours of a scheduled League Match, then that Club may request that the League Match be rearranged (and Basketball England will normally approve such request). Applications for rearrangement must be submitted within 48 hours of the definitive date of the Match becoming known to the Club seeking the rearrangement. A rearrangement will only be approved for Matches taking place before a fixture, not for those scheduled after (i.e. if a Cup Match takes place on a Sunday, a Match taking place on the Saturday can be rescheduled but where the Cup Match occurs on the Saturday, the Sunday Match cannot be rescheduled).
- Where a Team is required by Basketball England to play a Final Match, the Club may request that all other Matches involving their teams that day be rearranged. Basketball England will normally approve such a request provided that the request is submitted within 48 hours of the Team being confirmed in the Final.
- 23.4 No changes are permitted in respect of any fixture list relating to a Competition, save that:
 - 23.4.1 prior to 31 August, whenever two Clubs reach agreement regarding the

rearrangement of a Match (including a change in date, venue or tip time), they may jointly make an application in writing to Basketball England using the Fixture Change Form (available to download from, or provided upon request by, Basketball England) for the matter to be considered; and

- 23.4.2 after 31 August, the request to change any Match from its published date, time or venue will only be considered by Basketball England in exceptional circumstances. In such cases, where a change is approved, the Club responsible for the change shall be liable to pay an administrative charge of £25.00 for all senior and age group Matches changed and/or re-arranged. All changes after 31st August must be approved by the opponent of the team making the request.
- Where a Match is re-arranged in accordance with Regulation 23.4.2 above, the Home Club shall be responsible for notifying the Match Officials of such change. In the event that the Home Club fails to notify the Match Officials of such a change and the Match Official(s) arrive at the venue on the original date that the Match was scheduled to be played, the Home Club will be liable for the travel expenses of such Match Official(s).
- 23.6 In the event that, within fourteen days of the date of the original Match postponement, two Clubs fail to reach an agreement as to when a Match shall take place, Basketball England may specify the date and time of the Match and the Team responsible for the postponement shall be liable to pay the relevant administrative charge set out in Regulation 23.4.2 above.
- All referees have the power to stop and, where necessary, abandon a game if they feel the behavior of anyone involved puts the welfare of a participant or spectator at risk.

All Basketball England officials will, accept the moral and legal responsibility to implement procedures to provide a duty of care for all participants and spectators.

Where a Match is abandoned, the Competitions Review Panel shall reach a decision on the result and outcome of the Match based on the circumstances surrounding each case. Only personnel listed on the original Scoresheet are eligible to play in any replay. If a Club is unable to field a full Team in the replay (by way of example only, due to injury or illness) then Basketball England shall (in its sole discretion) determine whether such replay should be rescheduled for an alternative date or be forfeited by the Club unable to field a full Team. The provisions of this Regulation 23.7 shall apply equally to any rescheduled replay.

- Where a Club is responsible for the postponement of a scheduled Match (up to 24 hours prior to the Tip off time) due to the venue owner's cancelling the court booking, the Match must be rescheduled within fourteen days of the postponement. Confirmation from the venue that the original booking was cancelled by the venue owner must be provided. Failure to provide confirmation from the venue owner will result in consideration of the matter by the Competitions Review Panel, who shall be entitled to award the Match to the opposition.
- 23.9 In the event that a Match is postponed due to severe weather conditions, unforeseen road delays or breakdowns:
 - 23.9.1 the travelling expenses (if applicable) of all the Match Officials will be paid by the Home Team:
 - 23.9.2 the Team responsible for the postponement of the Match shall be liable for the costs of court hire where such Match is re-arranged for a later date. In the case of a forfeit, the Home Club may make a compensation claim as set out in Regulation 24.4 below:
 - 23.9.3 the responsibility for notifying Match Officials of a postponement rests with the Home Club:
 - 23.9.4 any dispute over the Team responsible for the postponement and/or the amount of any costs will be resolved by Basketball England within 7 days;

23.9.5 Basketball England may ask for confirmation or proof of the travel that was intended, type of vehicle used and details of the breakdown, including any roadside assistance.

24 Failure to Fulfill Fixture Obligations

- 24.1 A Team shall forfeit a Match if:
 - 24.1.1 fifteen (15) minutes after the scheduled tip off time, the Team is not present on the court or is unable to field five (5) Players ready to play save where, by agreement of all parties, a Match tips off late (e.g. as a result of travel delays); and/or
 - 24.1.2 its actions prevent the Match from being played; and/or
 - 24.1.3 it refuses to play after being instructed to do so by the Referee.
- 24.2 When a scheduled Match is forfeited in accordance with Regulation 24.1 above, an automatic fine will be imposed. In addition, the Competitions Review Panel shall be entitled to increase the fine as follows:

Competition	1 st Offence Fine (£)	Subsequent Offences Fine (£)	Maximum Fine (£)
Division 1 and 2 Men	500 plus 2 point deduction	Removal from league	
Division 1 and 2 Women & Division 3 and 4 Men	150	300 plus 2 point deduction	500 or removal from league
Under 18 Competitions	100	200	500 or removal from league

- Where a Club is responsible for the postponement of a scheduled Match (within 72 hours of the tip off) or does not fulfil a fixture, without the consent of its opponents, the Competitions Review Panel may issue a fine no greater than the maximum amount set out above. In addition, the Match in question will be awarded to the non-offending Team 20 0 and such number of league points as the Competitions Review panel shall determine (in its sole discretion) may be deducted. Compensation may be sought from non offending team, for any charges that may be incurred due to the late cancellation of the game in line with this regulation, maximum amount that can be claimed is up to £75.00 for a Senior Fixture and £50.00 for a Junior Fixture, only facility hire and travel expenses can be taken into consideration and evidence of the cost associated must be proved. The amount awarded is at the discretion of Basketball England and the compensation will be deducted from the fine issued by Basketball England and will only be compensated once the fine has been paid in full from the offending team. Any compensation claim must include evidence of costs and must be submitted within 7 days of the date of the scheduled Match.
- 24.4 The offending Club may also be liable to pay compensation to the other Club. The amount of compensation will be determined by the Competitions Review Panel following the receipt of written submissions and evidence of costs from both Clubs within 7 days of the date of the scheduled Match. The maximum compensation claim shall not exceed £250.
- Any Club which, without just cause, fails to fulfil a League or Cup Match on the appointed date shall be liable to forfeit League points and or to expulsion from the competition. It may also be liable to pay a fine and/or compensation to Basketball England and/or other Clubs which may have been affected in accordance with Regulation 24.2.
- 24.9 Any League Match not fulfilled within the Regular Season will be declared void and the Club responsible for the original postponement will be liable to a fine for non fulfilment of the said

- fixture in accordance with Regulation 24.2. In all senior and junior leagues a 4 point deduction will be applied.
- 24.10 Any claim for an outstanding/postponed Match must be received by Basketball England not less than 14 days prior to the first Play-Off Match, in order that full consideration of the claim can be made before confirming the final League positions and Play-Off places.
- 24.11 If a Senior Team fails to fulfil 90% of its scheduled league fixtures in a Season, its league record may be expunged in its entirety after consideration by the Competitions Review Panel. In addition, Basketball England may (in its sole discretion):
 - 24.11.1 forfeit the relevant Team's licence (in accordance with Regulation 14 below); and/or
 - 24.11.2 impose a financial penalty; and/or
 - 24.11.3 refuse to re-admit that Team into the relevant league.

25 Clashes with National Team Events

- 25.1 From the conclusion of the competition until 31 August and for the duration of the European Championships, selection for the any National Team takes priority over all Club commitments (in accordance with Regulations of Basketball England, nos. 4 & 5).
- A National League Team with a player(s) that attend Regional Performance Centre Training (RPC) has the right to request a change to the date of their matches to avoid clashes with this training camp. This change must be made by the 1st October in the relevant year as all RPC calendar dates will have been issued and all players will have been invited to attend by this point.
- Any National League Team with two (2) or more Junior National Team Players in their squad has the right to request a change to the date of their Matches to avoid clashes with National Team training camps or Matches provided that such request is made on or before 1 November in the relevant year. This change must be agreed to by the requesting Team's scheduled opposition. This provision only applies to National Team training camps or Matches which are a part of the official calendar.

26 Court Managers and Team Representatives

- The Home Club shall nominate a Court Manager for each Senior Match. The Court Manager shall be responsible for all aspects of the Match except the playing of the Match, and must not be involved in the Match in any other official capacity. Match Officials may advise on court layout but responsibility and accountability remain with the Court Manager.
- 26.2 Each Club shall nominate a Team Representative to represent their interests at any time during the Match. This Team Representative must be licensed by Basketball England.
- 26.3 The Match Officials, the Court Manager and the Team Representatives, and at least five playing members of each Team, are required to be present at the venue at least one hour prior to the scheduled Tip off time.
- 26.4 The Commissioner (or in the absence of a Commissioner, the Court Manager or Referee) will assume control, and conduct a pre-Match meeting of the Match Officials, Court Manager and Team Representatives, one hour prior to the scheduled Tip off time. The participants at this meeting should assemble at or near the Scorer's table. If the Commissioner is officiating at two consecutive Matches on the same day, the pre-Match meeting for the second Match should take place during the half-time interval of the first Match. Teams and Match Officials must provide the Table Officials with the relevant licence cards at this time. Licence cards are required for all participants and a full team list is required at this time.
- 26.5 Failure to attend the pre-Match meeting and/or not having the requisite number of Players

and/or licence cards at the venue in accordance with Regulation 26.4 above will result in an automatic fine being imposed by Basketball England in accordance with Regulation 49.16.

27 Commissioner

- 27.1 Basketball England will, in its sole discretion, nominate Commissioners for Regular Season Matches and only for specific reasons, where it deems appropriate.
- 27.2 The Commissioner shall, where appointed:
 - 27.2.1 be at the venue of the Match at least one hour prior the Tip off time to hold a meeting with the Referee, Umpire, Court Manager and Team Representatives;
 - 27.2.2 during the Match, be seated at the Scorer's table, in such a position as to be able to easily view the Scoresheet;
 - 27.2.3 ensure that the Match is conducted in accordance with the spirit and letter of these Regulations, and shall encourage the full co-operation of the Match Officials, Court Manager and the participating Clubs;
 - 27.2.4 following completion of the Match, complete the Commissioners' Report Form, available on request from Basketball England, and send it to the headquarters of Basketball England;
 - 27.2.5 convey to the headquarters of Basketball England any claim or protest received from any of the Clubs participating in the Match, together with any information that the Commissioner deems relevant. A club must inform the Commissioner if it intends to sign the Scoresheet "under protest";
 - 27.2.6 as a nominated representative of Basketball England, be responsible for handling any dispute, excluding items covered under the rules of the Match and advise those involved of their responsibilities with regard to the Regulations concerning the submission of reports etc;
 - 27.2.7 receive travelling and subsistence expenses in accordance with the current rates of Basketball England;
 - 27.2.8 prior to commencement of the Match, and after consultation with the Referee and the Court Manager, make any decision regarding whether the Match shall take place and determine the Match Tip off time;
 - 27.2.9 following completion of the Match, discuss the Match with the Court Manager and the Away Team Representative; and
 - 27.2.10 after consultation with the Referee, Court Manager and Team Representatives (where appropriate), make decisions regarding all aspects of the Match not covered by the Rules of Basketball.
- 27.12 Where a Technical Commission is in operation in accordance with Regulation 16.2 above, the Technical Commission shall be responsible for the duties of the Commissioner as set out in Regulations 27.2.4 and 27.2.8.

28 Warm-ups and Practice

- 28.1 Prior to the start of the Match the Away Team shall be permitted a minimum of 15 minutes' actual warm-up time.
- 28.2 Any action during the warm-up period of a Match (pre-Match, half-time, or during any interval of play), which is likely to damage equipment, is strictly prohibited. Any Player who breaches the provisions of this Regulation 28.2 after a warning from any of the Match

- Officials shall be liable to pay a fine imposed by Basketball England in accordance with Regulation 49.16.
- 28.3 Before the 1st and 3rd quarters and each extra period, a Team shall have the exclusive right to practice in that half of the court into which it will be attacking in the forthcoming period.

29 Use of Official Balls

- 29.1 Each Team shall be responsible for providing its own practice balls.
- 29.2 The Referee shall approve the match ball at least 20 minutes prior to the scheduled tip off time.
- 29.3 All National Competition Matches shall be played with the official approved ball of Basketball England (See Appendix 5).

30 Scoresheets and Match Results

Senior Competitions:

- 30.1 Legible electronic copies of the Scoresheet, the Statistics File (Division One and Division Two Men only) shall be emailed by the Home Club to Basketball England scoresheets@basketballengland.co.uk no later than 48 hours following completion of the Match. Basketball England shall be entitled to impose a fixed penalty in accordance with Regulation 49.16 for a breach of this Regulation 30.1.
- When FIBA LiveStats software has been used, the Home Club must, in addition to the requirements set out in Regulation 30.1 above, e-mail the game file to Basketball England stats@basketballengland.co.uk within 48 hours of completion of the Match. The provision of live statistics (on the internet) using the FIBA LiveStats software is mandatory for all Division One and Division Two Men's Teams.
- 30.3 Following signature of the Scoresheet by the Referee, the Umpires and the table officials, the scorer shall pass all three copies of the Scoresheets to the Court Manager who shall be responsible for their distribution. In the absence of a Commissioner, the Scorer shall pass the sheets to the club organiser. In the absence of a Commissioner the Court Manager is responsible for ensuring that the Scorer can obtain the Referees' signatures immediately following the end of the Match.
- 30.4 The Court Manager or appointed team administrator shall be responsible for notifying Basketball England of the result of the Match (including any statistical information requested by Basketball England). In all cases this should be done by inputting the required data onto the online Game Day portal as the match ends, but no later than midnight on the day the Match took place. Any breach of this Regulation 30.4 shall result in the imposition of a fixed penalty in accordance with Regulation 49.16.

Age-Group Competitions:

- 30.5 The Home Club shall be responsible for notifying Basketball England of the result of the Match (including any statistical information requested by Basketball England). In all cases this should be done by inputting the required data onto the online Game Day portal as the match ends, but no later than midnight on the day the Match took place. Any breach of this Regulation 30.5 shall result in the imposition of a fixed penalty in accordance with Regulation 49.16.
- 30.6 A legible electronic copy of the Scoresheet shall be e-mailed by the Home Club to Scoresheets@basketballengland.co.uk within 48 hours of the Match.
- 30.7 In the event of a Coach being ejected from a game, where no suitable qualified and registered assistant coach is present the game will be abandoned and referred to the

Competitions Review Panel and/or Disciplinary Officer for consideration regarding the outcome of the game.

(Note: All Age-Group National League teams are expected to travel with at least 2 appropriate adults in line with the Basketball England Safeguarding Policy)

31 Full Strength Teams

- 31.1 In all Matches a Team must have a minimum of 8 players ready to play at the scheduled tip off time. Any breach of this Regulation 31.1 shall result in the imposition of a fixed penalty in accordance with Regulation 49.16.
- All Participants listed on the Scoresheet at the start of the Match must be present at the end of the Match (unless disqualified or taken to hospital etc). Participants are prohibited from leaving part way through a Match in order to attend and/or participate in another Match.
- 31.3 A Club is required to participate in any Competition it is entered into to the best of its ability.
- 31.4 All Clubs competing in National Competitions agree to give priority to these competitions above all other. In the event of a clash, the National Competition Match shall take priority unless otherwise agreed with Basketball England.

FACILITIES

32 Venues

- 32.1 Applications for entry to the National Basketball League shall include a request for the right to play home games at an approved playing venue for the upcoming Season. In the case of two or more Clubs applying for the same venue, the Competitions Review Panel shall consider the applications and determine which Club shall be awarded the rights to that venue or, in special circumstances, order that the venue be shared by two or more Clubs.
- 32.2 Each Club shall register its home venue with Basketball England, and no Club shall play a home Match at any other venue, without the prior approval of Basketball England. If a Club wishes to change its permanent home venue, it must apply to Basketball England for permission.
- 32.3 An existing National Basketball League Club may lodge an objection with Basketball England where it considers that another Club proposes to play home matches in National Competitions, at the same level of competition, at a venue unreasonably close to its established home venue. The Competitions Review Panel shall consider any such objection and determine each case on its merits.
- 32.4 Basketball England does not undertake or guarantee access to any venues used in the National Competitions and it is recognised that the control of playing venues is exercised solely by the venue owners.
- 32.5 The playing facilities for Clubs in the National Basketball League must be of a quality deemed by Basketball England to be suitable for the level of the competition. This must be in line with the Basketball England Facilities Standards Document (Appendix 5).
- 32.6 Clubs shall ensure that their home venues comply with current government health and safety legislation and are able to provide documentation in support of that fact.

In particular, clubs are expected to provide:

- · The venues risk assessment
- The venues up to date health and safety certification
- The venues proof of public liability insurance
- 32.7 Venues are subject to approval by Basketball England, and must have suitable accommodation for spectators in line with the Basketball England Facilities Standards Document (Appendix 5).
- 32.8 Each Home Club is responsible for providing a level of stewarding suitable for both spectator control and for Match Officials. A breach of this Regulation 32.8 will result in the imposition of a fixed penalty in accordance with Regulation 49.16.

33 Match Programmes and Team Lists

- 33.1 The Home Team shall provide a Match Programme in line with the Basketball England Standards Document; and
- Teams are required to provide their opponents with a comprehensive Team list at least seven days prior to the Match.

34 **Equipment**

34.1 The Home Club shall ensure that its home venue provides an electronic scoreboard and game clock which can be read by the Players, Match Officials and spectators throughout the course of the Match. The clock must at least show the passing of time in minutes. In the

event of a game clock being of such construction that it is not possible for both Teams to have an equally good view of it the Home Team must notify the all parties at the pre-Match meeting.

- 34.2 For all Matches in the Senior National Basketball League and Under 18 & 16 Premier Leagues a suitable 24-second device, visible to all participants, must be provided for the administration of the 24-seconds rule. Any breach of this regulation 34.2 shall result in the imposition of a fixed penalty in accordance with Regulation 49.16. The device must have a digital display and countdown.
- 34.3 The Home Club shall ensure that in respect of each Match played at its home venue, pressure-release rings are used and suitable padding is fixed to the backboard edges in all Senior, U18 & U16 Matches played at its home venue.

35 Display of Team Names and Sponsorship

The Home Club shall be responsible for the display of Team names any relevant material relating to the competition (e.g. sponsors' names) at the venue, as Basketball England may from time to time notify the Home Club. Any breach of this Regulation 35 may result in the imposition of a fixed penalty in accordance with Regulation 49.16.

- 36 Tickets
- 36.1 Each Home Club shall make available 17 seats for:
 - 36.1.1 officers of Basketball England and their guests 5;
 - 36.1.2 directors of Away Teams and their guests 4;
 - 36.1.3 a guest of the Commissioner, Referees and Table Officials 6; and
 - 36.1.4 Basketball England assessors 2.
- 36.2 The seats made available in accordance with Regulation 36.1 above may be reallocated if they have not been taken up 30 minutes prior to the scheduled Tip off time, except where the Home Club has been given prior notification.
- 36.3 The Home Club shall also provide complimentary tickets:
 - 36.3.1 to all Matches played under the jurisdiction of Basketball England:
 - (a) Honorary Officers 1;
 - (b) Members of Executive Board 1 and Guest;
 - (c) Regional Representatives 1;
 - (d) Staff of Basketball England 1 and Guest;
 - (e) National Team Coaches and Managers 1;
 - (f) Match Officials appointed by Basketball England Guest
 - 36.3.2 to all Matches promoted by Basketball England for:
 - (a) Honorary Officers 1 and Guest;
 - (b) Members of Executive Board 1 and Guest;
 - (c) Regional Representatives 1;

- (d) Staff of Basketball England 1 and Guest;
- (e) Match Officials Guest.

37 Team Bench

- The Home Team shall, for all Matches, have the Team Bench and its Team's own basket on the left side of the scorer's table, facing the playing court, at the tip off.
- 37.2 Notwithstanding the provisions of Regulation 37.1 above, if the two Teams agree, they may interchange the Team Benches and/or baskets.

PLAYING KIT

38 Team Uniforms

- 38.1 Team uniforms must comply with the official rules of basketball (as updated and defined by FIBA)
- Team Uniforms may carry advertising subject to any requirement from time to time specified by, and the prior approval of, Basketball England.

39 Colours

- 39.1 In the event of a known colour clash, the Away Team shall change to colours that provide a suitable contrast to those worn by the Home Team. Should a colour clash become evident at the venue or during the pre-Match meeting, the Home Team shall change to a colour providing a suitable contrast to that of the Away Team. In the event of a dispute on a Match day as to whether there is a colour clash, the Referee shall make the final decision which shall be binding on both Teams.
- 39.2 Each Club must register details of its first choice colours (vests and shorts) with Basketball England. The Home Team must always wear its complete registered colours. It is the responsibility of the Away Team to ensure that its uniforms contrast sufficiently with those worn by the Home Team, and in any case of doubt, it is recommended that the Home Team have two alternative uniforms available. It is also recommended that the Home Team also ensures that a set of uniforms, dissimilar from their first choice colours, are available at the venue, for use by them in case of an unavoidable colour clash.
- 39.3 After 31 August, no Club may change its registered first choice of colours, except with the special agreement of Basketball England.
- 39.4 For Matches played on neutral courts, or promoted by Basketball England (including Cup and final ties) Basketball England will decide in its sole discretion which colours are to be worn by each Team.

MATCH OFFICIALS

40 Appointment and Expenses

- 40.1 All Match Officials operating in National Basketball League and Cup Competitions must be licensed with Basketball England.
- 40.2 For senior competitions, all Referees and Umpires will be appointed by Basketball England for each Match.

In all competitions, the Home Club shall be responsible for paying the Referee and Umpire match fees and expenses as set out in Appendix 3.

HMRC expects all payments to be made by bank transfer or cheque. <u>All officials are responsible for paying their own taxes and National Insurance and must comply with HMRC regulations</u>.

Payments by BACS must be paid within 7 clear working days of conclusion of the match.

Payments made in cheque or cash must be made prior to the match.

Any failed payments will result in disciplinary action against the club in line with regulation 49.

- 40.3 For age group competitions the following shall apply:
 - 40.3.1 Under 18 Men's Division the Referee (and on occasions, the Umpire) may be appointed by Basketball England for each Match. When an official is not appointed by Basketball England, the Home Club is responsible for the appointment of licensed, qualified neutral official(s) who must have no connection with the Home Club (the only exception to this is in line with Regulation 40.3.6).
 - 40.3.2 Under 18 and Under 16 National Cup a Commissioner, Referee and Umpire will normally be appointed by Basketball England for each Match from the semi finals onwards.
 - 40.3.3 Under 18 Women's League, Under 16 and Under 14 Leagues the Home Club is responsible for the appointment of a licensed, qualified neutral referee and umpire who must have no connection with the Home Club (the only exception to this is in line with Regulation 40.3.6).
 - 40.3.4 In the event of a Home Club appointing an official that does not meet the above regulations (40.3.1-40.3.3) the game will be forfeited and the club may be subject to disciplinary procedures.
 - 40.3.5 For Playoff matches a neutral referee and umpire will be appointed by Basketball England.
 - 40.3.6 Home Clubs may appoint one development referee to officiate at Matches. The development referee must meet the following criteria or they will be deemed ineligible and the game will be declared forfeit:
 - (i) Must be qualified with Basketball England to referee level 1 or 2:
 - (ii) Must be registered with Basketball England as a referee.
 - (iii) Must officiate alongside an independent (not a member of the Club or has a

relation in any way connected to it), qualified (Level 2 minimum), registered & experienced (at least 2 years experience and has officiated games in the previous two seasons) co-official 18 years old or over.

- (iv) No siblings/family taking part in fixture.
- (v) Is not registered to participate in the same competition.
- (vi) Is a minimum of 2 years older than age group they are officiating.

Basketball England reserves the right restrict any level 1 or development referee from officiating in any future fixtures if they are not deemed to be meeting the required standard.

- 40.4 If a Commissioner is appointed by Basketball England in accordance with Regulation 27.1 above, the Home Club will be informed and shall pay the Commissioner's match fee and expenses as set out in Appendix 3.
- The Away Team may exercise its right to nominate a Team Representative to be seated at the Scorer's table with the agreement of the Referee.
- 40.5 If a Commissioner is not appointed in accordance with regulation 27.1 above, the Referee shall be responsible for such duties of the Commissioner as they may be capable of performing.
- 40.6 For appointments to all National Competition Finals, Basketball England will determine the appropriate match fee and mileage rate and or the level of expenses that will apply.
- 40.7 A Referee who travels to a Match, having been legitimately requested to do so, should receive their normal travelling expenses from the Home Club in accordance with Appendix 3 provided that the match fee for officiating should only be paid when the Match Official actually officiates the Match in question.
- 40.8 Basketball England shall publish online a list of all fixtures and Senior Officiating Appointments. It is the responsibility of the relevant Match Official to ensure he/she gains access to this information on a weekly basis. Should a Club alter any of the information after 5.00pm on a Friday, the Club shall be responsible for informing the Match Officials of the change.

41 Table Officials

- Table Officials shall be provided by the Home Club, who should be neutral officials and not associated with the Home Club where possible. It is the responsibility of the Home Club to pay the Table Officials expenses in accordance with the current rates of Basketball England set out in Appendix 3. All Table Officials must wear the approved Basketball England uniform or red clothing visible when seated.
- 41.2 The number of Table Officials, at each level, that should be appointed to each League and/or Playoff Match should be as follows, this includes 24 second operators:

League	N.o. Table Officials	N.o. Table Officials
	(Level 3)	(Level 2)
Division One Men	3	0
Division Two Men	2	1
Division Three Men	1	2
Division Four Men	1	2
Division One Women	2	1
Division Two Women	1	2

41.3 In any cup competition, the appointment of Table Officials should be commensurate with the

Division in which the Home Team competes.

For age group competitions the following shall apply:

- The home club shall provide table officials for all their home games (including cup and playoff games, except the finals).
 - (i) Under 18 and Under 16 Premier games must have a minimum of two level 2 Table officials.
 - (ii) Under 18, Under 16 and Under 14 conferences / regular league games must have a minimum of either two Level 1 table officials or 1 Level 2 table official (along with a registered Basketball England member).

Failure to meet these regulations will result in an automatic fine being imposed (See Regulation 49.16).

42 Assessment

Clubs may submit reports on the handling of the Match by Referees and Umpires. Any such reports should be submitted to Basketball England within 48 hours following the Match.

43 Referees

Referees must wear the current Basketball England Officiating uniform, for all games in National Competitions.

44 Failure to Arrive / Delay

- 44.1 All Match Officials must ensure that they are present at the venue 1 hour prior to the scheduled tip off time and ensure that they are present on the playing court 20 minutes prior to the scheduled tip off time.
- 44.2 If the Referee and/or Umpire has failed to arrive at the appointed venue 45 minutes before the scheduled Tip off time, and no communication has been received by the Commissioner or the match organisers as to the reason for late arrival, the Commissioner/Referee and organisers shall take the following steps to ensure that a substitute official is found in order that the Match can take place:
 - 44.2.1 where another suitably qualified referee is at the venue or in the immediate vicinity, inform such person that their services may be required; or
 - 44.2.2 if there are no suitably qualified referees available, decide who shall be the second official; or
 - 44.2.3 if it is the Referee who has failed to arrive, the Umpire shall become the Referee and the substitute official will be the Umpire; or
 - 44.2.4 If no substitute official can be located, and taking into account the principle that all Matches are to be played, the Match shall go ahead with the sole Match Official in total charge.
- 44.3 Should both Match Officials fail to arrive, the Commissioner (if present) and the Court Manager will follow Regulations 44.2.1 to 44.2.4 (inclusive) as far as possible, in order for the Match to take place.
- 44.4 The Commissioner and the Team Representatives, having been informed that one or both of the floor officials are on their way and that they will arrive before the scheduled Tip off time will decide, bearing in mind the distance being travelled by the absent Match Official(s),

- whether they will be allowed to officiate.
- Once a Match Official is substituted, this shall not normally be changed, even if the designated Match Official(s) arrives. The same two Match Officials shall continue throughout the Match. The Commissioner/Referee shall have discretion to dis-apply this Regulation 44.5 in exceptional circumstances.
- In accordance with the rules of the Match, all Table Officials must be present at the scorer's table 30 minutes prior to the start of the Match. If a Table Official is not present at the scorer's table 30 minutes prior to the scheduled Tip off time without prior communication as to the reason for the delay (travel delay/unforeseen circumstances), the Commissioner or Court Manager should take the necessary steps to appoint suitable replacements.
- 44.7 If a Table Official has failed to arrive 20 minutes before the scheduled starting time, and if no communication has been received by the organisers the following procedure should be adopted:
 - 44.7.1 If another suitably qualified table official is at the venue or in the immediate vicinity he/she shall be informed that their services may be required;
 - 44.7.2 If there is no suitably qualified Table Official available, the Commissioner, in consultation with the Referee shall decide who shall be the replacement Table Official:
 - 44.7.3 If the Table Official fails to arrive by the time the Referee signals three minutes, then the substitute official will be the timekeeper; or
 - 44.7.4 Once the Table Official is substituted this shall not normally be changed, even if the designated Table Official(s) arrives.
- In the event of injury to or illness of a Match Official during the course of a Match, the Commissioner and/or Referee may appoint a substitute at their discretion in accordance with the procedure set out in Regulation 44.2.1 to 44.2.4 (inclusive) above.

45 Media

Match Officials are not permitted to make comment to representatives of the media; on any public websites and/or on social media including any electronic format over any incidents that may have occurred during Matches in which they officiate. Match Officials who breach this Regulation 39.11 will be referred to the Disciplinary Officer in accordance with Regulation 49.1.

MEDICAL MATTERS

46 First Aid and Equipment

The Home Club shall be responsible for providing suitable first aid equipment at the venue and all teams shall have a first aider present, qualified to a minimum of "basic first aid" (one-hour training).

47 Blood Injuries

During a Match, the Referee must order any Player who is bleeding, or has an open wound, to leave the playing area. The Player may return to the court only after the bleeding has stopped and the area affected, or the open wound, has been completely and securely covered.

48 Anti-Doping

- 48.1 Any person for whom a positive result has been determined in respect of the use of a prohibited substance (or refusing to take a test for such substances) shall automatically be referred to UK Anti Doping who will determine the appropriate penalty under the WADA code.
- 48.2 If a Player has been found to have committed an anti-doping rule violation during a Competition, the result of the Match shall remain valid. However, in such a case, the Player in question shall forfeit any medals and prizes.
- 48.3 In accordance with UK Anti-Doping Policy, where more than one member of a team has been notified of a possible Anti- Doping Rule Violation in connection with an Event, the team may be subjected to Target Testing during the Event Period.

Furthermore, if more than two members of a team are found to have committed an Anti - Doping Rule Violation during an Event Period, this shall be treated as misconduct pursuant to the disciplinary rules for which an appropriate sanction shall be imposed on the team (e.g., loss of points, Disqualification from a Competition or Event, or other sanction) over and above any Consequences that are imposed on the individual participants committing an Anti-Doping Rule Violation.

In addition, the ruling body of the Event may provide in the Event rules for further (Event-specific) sanctions to be imposed on the team in such circumstances

48.3 Players will receive a provisional suspension in accordance with Article 7.7 of the UK Anti-Doping Rules 2015. UKAD in conjunction with Basketball England will issue a 'Notice of Charge' to both the Player and the Club.

DISCIPLINE AND DISPUTES

49 **Disciplinary Action**

- 49.1 Disciplinary matters related to misconduct by Participants, Match Officials, Club Directors and other Club Officials or members, occurring during or immediately prior to, or following a Match will be considered by the Disciplinary Officer and/or Basketball England as appropriate. The Disciplinary Officer and/or Basketball England as appropriate shall also be responsible for dealing with all other matters pertaining to misconduct within the sport.
- 49.2 In special cases, as determined by the Disciplinary Officer in his or her sole discretion, a special Commission, comprising three persons, shall be formed to consider a particular disciplinary matter.
- 49.3 Participants, Match Officials, Club Directors and other Club Officials or members may be fined and/or suspended for any disciplinary matter as decided by the Disciplinary Officer / Basketball England. A fine up to £10,000 may be imposed for any single offence. Instead of, or in addition to, fines and/or suspensions, the Disciplinary Officer / Basketball England may take such action in respect of the outcome of a game including ordering a replay, deducting points, declaring the Match void. The penalties for common offences are set out in Regulation 49.16. The suggested penalties are guidelines only and the imposition of such penalty is at the discretion of the Disciplinary Officer / Basketball England dependent on the circumstances on each offence.
- The Disciplinary Officer / Basketball England may take disciplinary action in respect of any matter that it considers to be liable to bring disrepute to the sport of Basketball and/or Basketball England. Any offence committed at a Venue before, during or after a Match by any Participants, Match Officials, Club Directors and other Club Officials or members will be referred to the Disciplinary Officer under Regulation 49.1. The Disciplinary Officer may also co-opt as an 'assistant' any special technical advisor where appropriate in order to assist in reaching a decision. The Disciplinary Officer shall at all times determine what evidence is admissible and what is not.
- 49.5 Any Club or individual may appeal against a decision of the Disciplinary Officer, Officer of Basketball England or Competitions Review Panel by submitting an appeal with Basketball England as follows:
 - 49.5.1 The grounds for the appeal must be submitted by the appellant in writing to Basketball England within seven (7) days (unless otherwise specified) of (i) the appellant being notified of the relevant decision or (ii) the date of any incident incurring automatic disciplinary points.
 - 49.5.2 The appeal must be accompanied by a deposit of £500 for senior competitions and £250 for age group competitions.
 - 49.5.3 An appeals panel appointed by Basketball England will review the appeal submission and will elect in its sole discretion to determine the validity of the appeal either (i) based solely on the written submission, or (ii) on the basis of the written submission and by hearing oral evidence given by the appellant together with any other party or parties who, in the appeal panel's opinion may be affected by the decision. For the avoidance of doubt, a personal hearing shall be convened solely at the discretion of the appeal panel chair, and is not an automatic right of the appellant.
 - 49.5.4 Any decision of the appeals panel shall be final and binding on the parties.
 - 49.5.5 The appeals panel shall determine whether the deposit is returned to the appellant in full, in part, or not at all.
 - 49.5.6 The Appeals Panel may award costs and expenses against the appellant as it

deems appropriate.

- 49.6 In the event of a Participant being disqualified or expelled from a Match, the matter will automatically be considered by the Disciplinary Officer under the following process:
 - 49.6.1 Each Match Official is required to submit a written report on the matter, to Basketball England within 48 hours of the match finishing.
 - 49.6.2 Where a Participant has been disqualified and video of the incident is available this must be submitted to Basketball England within 72 hours.
 - 49.6.3 The Participant and/or the Club may also submit written reports if they so choose. Each of these reports shall be prepared by its author making clear as to evidence seen directly by the author.
 - 49.6.4 If a Participant is guilty of misconduct not involving disqualification, which any of the Match Officials consider to be of sufficient gravity to warrant consideration by Basketball England, a report should be submitted by them and the Club concerned notified accordingly, if appropriate.
- 49.7 A system of cumulative "penalty points" will apply, and a one game suspension comes into force whenever a Participant's total penalty points reaches (or exceeds) each of the following totals: 10, 15, 20, 25, 30, 35 etc. The suspension will take effect from / or after 14 days after the disciplinary incident, as determined by the Disciplinary Officer / Basketball England.
 - 49.7.1 Disqualifications automatically invoke the following minimum penalty points:

Player or Team Follower 7
Coach 10

49.7.2 In addition the following automatic fines will apply:

2nd disqualification in season £75 fine

3rd and any subsequent disqualification in season £150 fine

- 49.8 The Disciplinary Officer will consider whether any additional penalty points should be added after consideration of the reports referred to in Regulation 49.6. This will normally be the case for disqualifications of a grievous nature. In the event of a report being submitted related to misconduct not involving disqualification, this will be dealt with in accordance with Regulations 49.12 and 49.13, and, if the report is accepted, an appropriate number of penalty points allocated to the Participant concerned. Where visual evidence is presented, and this evidence indicates that other persons may be liable for disciplinary action, this will only be actioned after the relevant party has been notified. Disciplinary points incurred within 6 weeks prior to the end of a season will be carried forward until 30th November of the following season.
- 49.9 Disciplinary action in respect of automatic penalty points incurred by disqualification will come into force on the 14th day after the incident or as otherwise decided by the Disciplinary Officer / Basketball England during which time the Participant will be able to appeal under Regulation 49.5. This does not preclude the Disciplinary Officer for imposing further penalty points or a fine for the incident. Whenever a fine is imposed on a Participant under Regulation 49.7, they are suspended from all basketball activity until the fine has been paid in full to Basketball England.
- 49.10 At the end of each season, all cumulative totals will revert to zero, except as set out in Regulation 49.8.

- 49.11 Match Officials shall not make any recommendation or comment, either in their report or otherwise, as to the disciplinary action that they consider to be appropriate.
- 49.12 Disciplinary action as a result of a decision of the Disciplinary Officer / Basketball England will normally come into effect on the 14th day after the incident or as otherwise decided by the Disciplinary Officer / Basketball England. In all cases should an appeal be lodged against a decision of the Disciplinary Officer / Basketball England or automatic points, any disciplinary action will be suspended until such time as the appeal is heard.
- 49.13 Any club, player or official offering or receiving any reward or other inducement to or from another club or person to win or lose a match, or being found guilty of placing a wager on any basketball match in which they are involved, shall be deemed guilty of misconduct, and shall be dealt with in accordance with Regulation 49.4
- 49.14 Any club which deliberately fields a weakened team without what Basketball England considers to be good reason, or is deemed to have deliberately lost a match, shall be deemed to be guilty of misconduct and may be dealt with in accordance with item 49.4. Basketball England may require teams to provide medical certificates in cases of doubt regarding illness or injury.
- 49.15 Participants and or club officials shall not directly or indirectly approach Match Officials before, during or after the Match to give information or make comment which may be regarded as being intended to influence a Match Official's judgment or neutrality in any way. Such action will be regarded as serious misconduct and the offender and the club they represent will be dealt with in accordance with item 49.4.
- 49.16 The following fines will automatically be imposed:

Offence	Penalty
Failure to provide qualified and licensed Table Officials: (Regulation 41)	£25 per official and possible disciplinary action for the club
Forfeiture of fixture: (Regulation 24)	Senior: See Regulation 24 Junior: £100 - 1st offence £200 - subsequent
Failure to attend the pre Match meeting and/or late arrival of team for pre Match meeting (5 players): (Regulation 26.5)	£50
Failure to email Scoresheet as required: (Regulations 30.1 and 30.6 as applicable)	£40 - 1 st offence £60 - 2 nd offence 1 Pts deduction – subsequent
Failure to upload or send FIBA LiveStats game file as required: (Regulation 30.2)	£40 - 1 st offence £100 - 2 nd offence 1 Pts deduction – subsequent
Failure to update result service: (Regulations 30.4 and 30.5 as applicable)	£15 - 1 st offence £30 — subsequent
Failure to provide refreshments where required: (Regulation 21.6)	£50
Failure to field 8 players: (Regulations 31.1)	£50

Failure to provide scoreboard / 24 seconds device: (Regulations 34.1 & 34.2)	£100
Failure to provide adequate stewarding: (Regulations 32.8)	£50
Fielding an Ineligible Participant: (Regulations 17.9.4)	Minimum £500 plus consideration by the Competitions Review Panel
Failure to ensure branding & numbering shirts/court: (National Basketball League Standards)	£25 per offence
Team arriving on the playing court up to 15 minutes after the scheduled tip off time: (Regulations 22.7)	£50

A late payment levy of 10% will be made for every 30 days that the fine is overdue.

Clubs will also be fined at the discretion of Basketball England for their failure to meet any of the National Basketball League Recommended Standards. The level of fines will be determined by Basketball England in its sole discretion.

- 49.17 A Participant under suspension for a Match may not participate in the Match, or act as a Participant from 20 minutes prior to the scheduled starting time of the Match, until after the end of the Match. They may be present in the Venue as a spectator unless otherwise stated by the Disciplinary Officer / Basketball England. A person under suspension from a Match is also barred from participating in any other Match(es) in the Competition(s) for which they may be eligible, that take place on the same day as the Match specified for their suspension, unless otherwise decided by the Disciplinary Officer/ Basketball England.
- 49.18 Failure to observe a suspension or breaching any condition applied as part of a suspension is classed as a breach of suspension. Any breach of suspension will result in the case being referred to the Disciplinary Officer and further disciplinary action will be taken.
- 49.20 Suspension will apply to Matches in the National Competitions. They will not apply to other events, including FIBA competitions, unless otherwise determined by the Disciplinary Officer / Basketball England.
- 49.21 The Disciplinary Officer shall have the power to amend the awarding of automatic points if they are of the opinion that a miscarriage of justice has taken place.

50. **Disputes**

- 50.1 Any dispute or complaint relating to a Match must be recorded in accordance with the procedure indicated in Regulation 50.5 and followed by submission of a written report, which must be received at the Headquarters of Basketball England within 72 hours of the completion of the Match in question. Such submission must be accompanied by a deposit of £100. The deposit may be returned if the complaint is considered by Basketball England to be valid. Any Club that submits a complaint under this Regulation 50.1 must also send a copy of the complaint to the opposing Club, and to the Match Officials for the Match in question. Under no circumstances can any complaint be submitted which seeks to question the validity of the result of the Match on the grounds of the quality of Match Officials appointed by Basketball England or its nominees.
- Disputes or protests in respect of Matches organised by Basketball England must be recorded in accordance with 50.1, and submitted in writing within one hour of the completion of the match, accompanied by a deposit of £100, to a member of the Technical Commission or where no such person is present, to the Commissioner, or the senior

representative of Basketball England in attendance.

- 50.3 If either team, or the Match Officials, has any reason to consider the circumstances may be such as to invalidate or forfeit a match, this should be stated at the earliest opportunity, and reported to Basketball England by the Commissioner (or Referee in the absence of a Commissioner). A match shall then take place or continue under the existing conditions and the Scoresheet and all reports forwarded to Basketball England who will determine the validity of the events.
- 50.4 If prior to or during the course of a Match, the coach, captain or representative of a competing Team has a complaint related to these Regulations, they should notify the Commissioner (or Referee in the absence of a Commissioner), who shall record the matter. The Referee should be notified immediately if the ball is dead and the clock is stopped, or at the first opportunity thereafter. The captain of the Team shall make their observations to the Referee in a calm and courteous manner. The Referee may explain their decision or, if necessary, may examine the Scoresheet and check the score and the playing time remaining. The interruption of play thus caused, should it exceed 30 seconds, shall be charged as a Time-Out to the team in question, unless the Referee, recognising the validity of the observation, decides otherwise.
- If, at the end of a Match, a Team considers that it has suffered unreasonable harm by virtue of any occurrence connected with the Match, with the exception of decisions by the match officials, the captain of the Team may sign the Scoresheet "under protest". The captain of the team wishing to sign the scoresheet under protest must notify the Referee immediately after the final buzzer. Once the final buzzer sounds the scorer is required to record the time at the bottom of the scoresheet. The Referee should ensure that the Scoresheet remains open until the 15-minute period has elapsed. If there is no request to protest the game, the scoresheet can be signed by all officials to mark the closing of the game. All Match Officials should remain at the disposal of the referee until the Scoresheet has been signed by all parties. If a Team signs the Scoresheet "under protest", it must then adopt the procedure indicated under Regulations 50.1 and 50.2 to ensure the protest is valid. Regardless of subsequent actions, by signing the Scoresheet "under protest", a club becomes automatically liable to pay the deposit of £100
- 50.6 All disputes and protests relating to Matches will be considered by the Competitions Review Panel.
- 50.7 For disputes relating to Standard Contracts or transfers, the parties involved may apply to Basketball England to convene an arbitration to resolve the dispute. Any such arbitration shall be governed by the Arbitration Act 1996 and amounts to a binding arbitration agreement for the purposes of Section 6 of that Act. The seat of the arbitration shall be England. All costs relating to the arbitration shall be determined by the arbitrator(s) in their absolute discretion.
- 50.8 Where the query or complaint relates to complaints about the governance or administration of the Competition by Basketball England, such complaints will be dealt with by the Chief Executive.

MISCELLANEOUS

51 Governing Law

These Regulations and any disputes or differences arising in relation to them shall be governed in all respects by English law.

52 **Jurisdiction**

Any dispute arising out of or in connection with these Regulations (including any dispute or question about the existence or validity of these Regulations) shall be resolved in accordance with these Regulations and/ or the Articles of Association of Basketball England and decisions made pursuant to these Regulations shall be final and binding on all Clubs, players and other parties.

53 **Severability**

If any of the provisions of these Regulations shall be found to be void or unenforceable, such provisions shall be deemed to be deleted from these Regulations and the remaining provisions of these Regulations shall continue in full force and effect.

54 Variations

These Regulations may be varied from time to time (whether by way of alteration, addition, deletion or otherwise) by the Executive Board.

Basketball England shall give not less than thirty clear days' notice to each Club of any changes to these Regulations before they are effective unless exceptional circumstances apply and in which case as much notice as is reasonably practicable shall be given.

APPENDIX 1 – LICENCE CARDS & AGE ELIGIBILITY

Category	Born Between
Senior Players	31/08/97 or earlier
Under 20	01/09/97 - 31/08/99
Under 18	01/09/99 — 31/08/01
Under 16	01/09/01 - 31/08/03
Under 14	01/09/03 - 31/08/07

For players born on or after 1 September 2006 a dispensation can be applied for to enable the player to compete in the Under 14 Leagues.

Category	Eligibility
Senior	Eligible only to play in Senior competitions
Under 20	Eligible to play in Senior competitions
Under 18	Eligible to play in Under 18 competitions and above
Under 16	Eligible to play in Under 16 competitions and above
Under 14	Eligible to play in Under 14 competitions and above

APPENDIX 2 – LICENCE FEES

1 Entry Fees

Competition	Fee (£)
Division One Men (inc. Cup & Trophy where eligible)	600
Division Two Men (inc. Cup & Patrons Cup where eligible)	550
Division Three Men (inc. Cup & Shield where eligible)	450
Division Four Men (inc. Cup & Shield where eligible)	450
Division One Women (inc. Cup where eligible)	400
Division Two Women (inc. Cup & Trophy where eligible)	300
National Shield (Men)	50
Women's National Trophy	50
Under 18 Men/Women Leagues	80
Under 18 Men/Women National Cup only	30
Under 16 Men/Women League	80
Under 16 Men/Women National Cup only	30
Under 14 Boys & Girls	80

NB: All competition fees, including licence fees, are exempt from VAT

2. <u>Club Affiliation Fees</u>

Club	Fee (£)
Senior Club	50
Under 18 Club	35

3. Surety Fees

Competition	Fee (£)
Division One Men	770
Division Two Men	770
Division Three Men	630
Division Four Men	630
Division One Women	530
Division Two Women	300
Age Group Teams	100 for the first age
	group team
	50 for subsequent age
	group teams

4. <u>Basketball England Membership Fees</u>

Category Fee (£)

Senior Member 12 Youth Member (Under 18 years 01/09/2017 6

5. <u>National Competition Licence Fees</u>

Licence Type	Nationality	Category	BE Fee	Comp Fee	FIBA Fee	Total Fee
Senior Player	British	BBL / NBL	£12.00	£28.00	N/A	£40.00
		BBL / NBL D1 Men	£12.00	£145.00	£240.00	£397.00
	EEA	NBL D2/3/4 Men D2 Women	£12.00	£95.00	N/A	£107.00
		WBBL/ NBL D1 Women	£12.00	£95.00	£120.00	£227.00
	Non-EEA	BBL / NBL D1 Men	£12.00	£250.00 (Increases to £500 from 1 st October 2017)	£240.00	£502.00 (Increases to £752 from 1 st October 2017)
		NBL D2/3/4 Men D2 Women	£12.00	£200.00 (Increases to £500 from 1 st October 2017)	N/A	£212.00 (Increases to £512 from 1 st October 2017)
		WBBL/WNBL Women 1	£12.00	£200.00 (Increases to £500 from 1 st October 2017)	£120.00	£332.00 (Increases to £632 from 1 st October 2017)
Under 20 Player	British	BBL / NBL	£12.00	£15.00	N/A	£27.00
		BBL / NBL D1 Men	£12.00	£15.00	£240.00	£267.00
	EEA	NBL D2/3/4 Men D2 Women	£12.00	£15.00	N/A	£27.00
		WBBL/ NBL D1 Women	£12.00	£15.00	£120.00	£147.00
	Non-EEA	BBL / NBL D1 Men	£12.00	£15.00	£240.00	£267.00
		NBL D2/3/4 Men D2 Women	£12.00	£15.00	N/A	£27.00
		WBBL/ NBL D1 Women	£12.00	£15.00	£120.00	£147.00
Players 18 and under		Under 18	£6.00	£10.00	N/A	£16.00
		Under 16	£6.00	£9.00	N/A	£15.00
		Under 14	£6.00	£6.00	N/A	£12.00
Coach	All	Senior team	£12.00	£33.00	N/A	£45.00
	All	Under 18 team	£12.00	£13.00	N/A	£25.00
Team Follower		Senior	£12.00	£10.00	N/A	£23.00
Note: this is the age of the team follower not the team they follow.		Under 18	£6.00	£10.00	N/A	£17.00
Referee (18+)			£12.00	£35.00	N/A	£47.00
Referee (U18)			£6.00	£35.00	N/A	£41.00
Table Official (18+)			£12.00	£23.00	N/A	£35.00
Table Official (U18)			£6.00	£23.00	N/A	£29.00

APPENDIX 3 - MATCH FEES AND EXPENSES

Type of Match	Referees	Comm's	Table Off's
3 Man officiating	£25.00	£24.00	£20.00
National Cup – Men, National Cup – Women QF onwards			
D1 Men and Women/WBBL, D2 Men Playoffs QF onwards			
Men's National Trophy and Patrons Cup SF onwards			
Division 1 Men	£42.00	£24.00	£20.00
International - Under 18 Men.			
Division 2 Men	£37.00	£22.00	£18.50
National Trophy - Men - Rnd 1 & 2 / Pool Matches.			
Patrons Cup Pool Matches.			
International - Under 18 Women.			
Division 1 Women/WBBL	£31.00	£17.00	£16.00
Division 3 Men.			
Men's National Shield.			
Division 2 Women incl. Playoffs.	£23.00	£16.00	£11.00
Division 4 Men - incl. Playoffs.			
Under 18, Under 16 League, National Cup & Playoff Matches	£17.00	£10.00	£8.00
(not including Finals)			
Max claim (u18/16) £25 incl. exps (league games only)			
Under 14 League & Playoff Matches (not including Finals)	£12.00	n/a	£5.00
Max claim £25 incl. exps (league games only)			
Level 4 Referee / Level 4 Table Official. (Senior).	£14.00	n/a	£7.00
Level 3 Referee / Level 3 Table Official.	£13.00	n/a	£6.00
Level 2 Referee / Level 2 Table Official.	£12.00	n/a	£5.00
Level 1 Referee / Level 1 Table Official (Apprentice).	£9.00	n/a	£4.00

For all Junior Playoff matches the £25 max claim will not apply to ensure suitable officials can be appointed.

- 1. Expenses paid to referees will either be in the form of:
- (a) Travel by Rail: the actual fare paid up to a maximum of second class ordinary return; and (b)Travel by Road: 35.0p per mile. This figure does not apply where the official is using a company car, in which case the rate shall be 18.0p per mile for all mileage. (NB see also official's expenses claim forms for further details).
- 2. The maximum travel expenses a Commissioner may claim is 100 miles at 35p per mile.
- 3. The maximum travel expenses a Table Official may claim is 150 miles at 35p per mile.
- 4. For double-header appointments only one set of travel expenses may be claimed.
- 5. For all officials, a subsistence allowance of £10.00 may be claimed when an official is necessarily away from home in excess of 10 hours. (This paragraph shall not apply to Basketball England National Competition Finals events).

In all competitions, the Home Club shall be responsible for paying the Referee and Umpire match fees and expenses as set out in Appendix 3.

HMRC expects all payments to be made by bank transfer or cheque. <u>All officials are responsible for paying their own taxes and National Insurance and must comply with HMRC regulations</u>.

Payments by BACS must be paid within 7 clear working days of conclusion of the match. Payments made in cheque or cash must be made prior to the match. Any failed payments will result in disciplinary action against the club in line with regulation 49.

APPENDIX 4 - NATIONAL BASKETBALL LEAGUE RECOMMENDED STANDARDS

Statistics

First Aid



	5		č	D4 Men/	U18/16	U18/16	U14	U14
	Men Men	D3 Men	Women	D2 Women	Premier League	Regional League	Premier League	Regional League
Mandatory use of FIBA LiveStats software for the provision of statistics	7		7					
Provision of statistics desirable but not mandatory		7			>			
A Sports Therapist and/or First Aid person to be provided by home team. It is desirable for each team to have a first-aider in their team.	>		3					
First Aid at Work Certificate / Emergency Aid Certificate holder is recommended to be present at each game/venue.	7	7	7	7	7	7	7	7
PA/Music, court announcer and team introductions.	7		7					
Clubs are required to supply media reports and complete the relevant media documents following the game.	>		7					
Clubs are required to supply forms of digital media as requested to assist in the promotion of the game and reporting. Photos / videos	>	>	>		7			

Promotion - A club should promoits matches and the club to a level commensurate with its status. A website is desirable.

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		7	7	7		7	7		
7			7	7	7			7	7
	7		7	7		7	7	7	
7			7	7	7			7	7
Two colour cover, Professional design, Minimum 8 pages.	Two colour cover, Professional design, Minimum 4 pages.	Desirable but not mandatory.	That the dub has the appropriate level of stewarding at all matches. Minimum one steward per 100 people.	Ensure that there are an adequate number of club personnel for match day tasks.	Level III Coach, assistant coach, and a Secretary with experience of club administration.	Level II Coach and a Secretary with experience of club administration.	Player coaches permitted but must have an assistant coach named on the score sheet	Team Manager required	Identified person responsible for marketing, promotion and PR
Match Programme - to be supplied for each home game commensurate with its status. This	must include all relevant sponsors' adverts as provided by Basketball England. Each programme must	carry any and all adverts for Basketball England sponsors as required.	Game day personnel		Coach Qualification and those administrating the club.	All Clubs are required to have sufficient coaching and playing personnel to enable ALL League	fixtures to be completed on the relevant days.		

APPENDIX 5 - BASKETBALL ENGLAND FACILITIES STANDARDS

Playing court

The playing court shall be marked with 50 mm lines, as per the Official Basketball Rules. Lines should be of a contrasting colour to the floor colour.

The height of the ceiling or the lowest obstruction above the playing floor shall be a minimum of 7 metres.

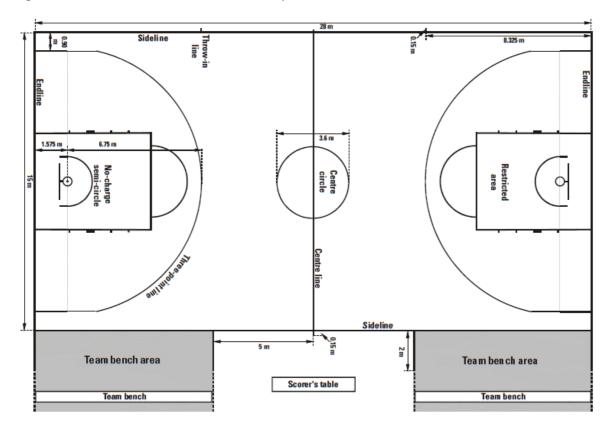
Lighting should be uniform across the playing area and a minimum of 500 lux.

The temperature of the playing area should be between 16°C -19°C.

The official size court for Senior Division 1 Men and Women and Division 2 Men is 28m x 15m. Venues with the older court size court size of 26m x 14m are only permitted in Division Three and Four Men, Division Two Women, and Junior NBL.

The minimum required safety run to any obstruction including table equipment and team benches is 2m for senior competitions and 1m for junior competitions.

Fig.1 Basketball Court Dimensions and Set Up



Advertising boards

Advertising boards can be located around the court and must be a minimum of 2m from the endline and side lines. Boards should not exceed a height of 1m.

Seating

250
100
50
100
50
50

Changing Facilities

The home club shall ensure that 2 separate changing rooms which can accommodate a minimum of 17 people per team are available and include access to shower and toilet facilities.

A further 2 separate changing rooms which can accommodate 3 people with access to showers and toilet facilities are also required for use by match officials.

Equipment

Ring and Backboards

The home club shall ensure that in respect of each match played at its home venue, pressure-release rings meeting European Standard EN 1270 are used with 70 kilogram flex break.

The ring should be fixed to the framework in such a manner so that no force, transmitted by the ring is directly applied to the backboard.

The height of the ring will be 3,050mm from the top edge down to the playing surface. Nets shall be white in colour and suspended from the ring no less than 400mm and 450mm in length.

Fig. 2 Drop down goal support structure example

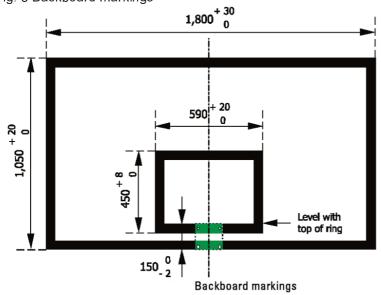


Backboards shall measure 1,800 mm horizontally and 1,050 mm vertically. Backboards can be made of timber or transparent material with a minimum thickness of 19mm

All lines on the backboards shall be:

- In white, if the backboards are transparent.
- In black, if the white painted backboards are non-transparent.
- 50mm in width.

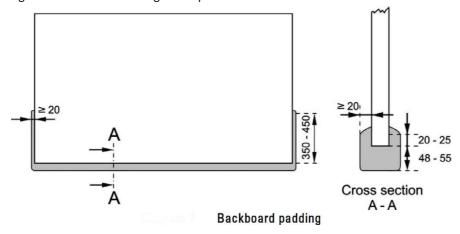
Fig. 3 Backboard markings



Suitable padding is fixed to the backboard edges in all Senior, Under 18 and Under 16 matches played at its home venue.

Venues with older backboards measuring 1,800 mm by 1,200 mm must ensure that fixed padding is provided for all levels of competition.

Fig. 4 Backboard Padding Example



Floor type

The playing surface should meet the requirements of BS EN 14904:2005. Ball bounce must also achieve a minimum of 90% rebound and friction is to be between 80-110 when measured with a pendulum slip test device. The preferred floor type is an A4 timber floor with FIBA approval. Carpet, solid granwood or macadam floor surfaces are not suitable.

Scoring

The Home Club shall ensure that its home venue provides an electronic scoreboard and game clock which can be read by the Players, Match Officials and spectators throughout the course of the Match. The clock must at least show the passing of time in minutes and running score. In the event of a game clock being of such position that it is not possible for both Teams to have an equally good view of it; the Home Team must notify the commissioner at the pre-Match meeting.

Fig. 5 Basic Scoreboard Example



For Senior Men Division 1 and 2 and Division 1 Women electronic scoreboard with digital countdown to show score, time, team fouls and time-outs are mandatory.

For Matches in the Men's and Women's League and Cup, the device must have a digital display showing countdown and score.

For all Matches in the Senior National Basketball League and Under 18 & 16 Premier Leagues a suitable 24-second device is required. Shot clocks should be visible to all players and officials. Preferred location directly above the backboard.

Fig. 6 Basic Shot Clock Example



Table Equipment

The five player foul markers provided for the scorer shall be of white colour numbered from 1 to 5 (1 to 4 in black and the number 5 in red).

The two team foul markers provided for the scorer shall be of red colour and clearly visible to everyone involved in the game, including the spectators, when positioned on either side of the scorer's table.

The alternating possession arrow must be positioned in the centre of the scorer's table and shall be clearly visible to everyone involved in the game, including the spectators.

Electrical or electronic devices may be used but they shall meet the above specifications.

Basketballs

The official approved ball of Basketball England shall be played with for all matches in the National Basketball League. The following ball sizes must be used for all matches in the National Basketball League;

- Senior Men Size 7 (Spalding TF-1000)
- Senior Women Size 6 (Spalding TF-1000)
- Under 18 Boys Size 7 (Spalding TF-500)
- Under 18 Girls Size 6 (Spalding TF-500)
- Under 16 Boys Size 7 (Spalding TF-250)
- Under 16 Girls Size 6 (Spalding TF-250)
- Under 14 Girls Size 5 (Spalding TF-250)
- Under 14 Boys Size 6 (Spalding TF-250)



National Basketball League Facility Standards	e Facility Standards	D1/2 Men	D3 Men	D1 Women	D4 Men/ D2 Women	U18/16 Premier League	U18/16 Regional League	U14 Premier League	U14 Regional League
Playing Court with a minimum runoff of 2m from the court edge to any obstruction (inc. team	28 x 15m	7	7	7	7	7	7	7	3
benches, seating etc) for senior competitions and 1m run off for junior competitions	26 x 14m		7		7	7	7	7	7
Basketball Goals 3.05m from floor	Pressure release rings with 70KG flex break with adequate back support frame.	7	7	7	7	7	7		
Backboards - 1.8m x 1.05m (minimum thickness 19mm), and 1.2m from end line. Older	2 backboards made from transparent material	7							
backboards sized 1.8m x 1.2m must be padded	2 backboards made from transparent or wood material		7	7	7	7	7	7	7
	Backboard sides and lower edge must be padded.	>	7	7	7	7	7		
Flooring	Timber or synthetic floor meeting standard European Standard EN 14904:2005. Timber Area Elastic A4 floor preferred	7	7	7	7	7	7	7	7
Spectator Provision	250 seated spectators.	>							
	100 seated spectators.		7	7					
	50 seated spectators as required.				>	>	3	3	>

			3	>	3	24 seconds device
7	7	7				Running score and electronic / digital game time to be shown
						Players names and fouls desirable.
						team fouls and time-outs mandatory.
				>		countdown to show score, time,
						Electronic scoreboard with digital
			,			1400 Lux is required
>	>	>	>	>	>	For televised games a minimum of
						A minimum of 500 Lux lights
				•		
7	2	2	2	>	2	Recommended temperature comfort
	•	1	1	1		(male & female).
				,		toilet facilities for match officials
		>	>	>	>	rooms with access to shower and
						Two separate 3 person changing
			,		,	away teams.
						toilet facilities for use by home and
>	>	>	>	>		rooms with access to shower and
						Two separate 17 person changing

Changing Rooms

Heating/Lighting

Scoreboard

APPENDIX 6 - BASKETBALL ENGLAND GOVERNING BODY ENDORSEMENT REQUIREMENTS & FORMS

Section 1: Overview of governing body endorsements for Tier 2 (Sportsperson) and Tier 5 (Temporary Worker) Creative and Sporting categories of the points-based system

This page provides a brief explanation of the endorsement requirements a sport governing body has agreed UK sponsors of Tier 2 (Sportsperson) and/or Tier 5 (Temporary Worker) Creative and Sporting categories of the points-based system must show.

The Tier 2 (Sportsperson) category is for elite sportspeople and coaches who are internationally established at the highest level and whose employment will make a significant contribution to the development of their sport at the highest level in the UK, and who will base themselves in the UK.

The Tier 5 (Temporary Worker) Creative and Sporting category is for sportspeople (and their entourage where appropriate) and coaches who are internationally established at the highest level in their sport, and/or will make a significant contribution to the development of their sport in the UK.

Sport governing body is one recognised by one of the home country sports councils for example Sport England. Every governing body must be approved by the Home Office before they are included in <u>Appendix M</u> of the Immigration Rules.

The application process explained: migrants applying to come to the UK under either of the sporting categories above need to be sponsored by an organisation that has a sponsor licence under Tier 2 (Sportsperson) or Tier 5 (Temporary Worker) Creative and Sporting.

If you wish to sponsor such migrants, you must have a sponsor licence. Before you apply to the Home Office for a licence you must be endorsed by the governing body for your sport. This endorsement confirms to the Home Office that the application for a licence is from a genuine sports club (or equivalent) that has a legitimate requirement to bring migrants to the UK as sportspeople. Once licensed, you can assign certificates of sponsorship to a sportsperson or coach with a job offer that allows them to apply for leave to enter or remain in the UK. Each individual must also have a personal endorsement from the governing body for their sport before you assign the certificate of sponsorship.

The list of governing bodies and the tiers for which they are currently approved by the Home Office is in $\underline{\mathsf{Appendix}\,\mathsf{M}}$ of the Immigration Rules.

Approved governing bodies will work within the Home Office code of practice for sports governing bodies and must comply with any immigration regulations, UK legislation and the principles of the points-based system as detailed on the GOV.UK website.

Length of endorsement

Governing body endorsements should be issued for a period appropriate to the period of approval for sponsorship or the tier under which the migrant's application is being made, that is:

Type of application	Tier	Length of endorsement
Sponsor	Tier 2 (Sportsperson) and/or Tier 5 (Temporary Worker) Creative and Sporting)	4 years from date of issue
Migrant	Tier 2 (Sportsperson)	For an initial maximum period of 3 years, with a further extension of a maximum period of 3 years. If the contract is for fewer than 3 years, it will be issued for the length of the contract.
Migrant	Tier 5 (Temporary Worker) Creative and Sporting	For the length of the contract or up to a maximum of 12 months, whichever is the shorter period.

Change of employment

If a migrant is intending to change employer, their new employer must request a new governing body endorsement. The endorsement can be issued for the length of the contract or to the maximum period permitted within the category, whichever is the shorter. The new employer must assign a new certificate of sponsorship to the migrant to allow them to apply to the Home Office for new leave to remain. Leave to remain must be granted before the migrant can start work with the new employer.

Salary

The salary should be agreed as part of the contract between the migrant and the sponsor. This and the other conditions of employment should be at least equal to those normally given to a resident worker for the type of work undertaken. The salary must meet the current requirements of the national minimum wage.

Supplementary Employment

Migrants are eligible to undertake supplementary employment under the Home Office supplementary employment regulations. The 'Supplementary employment' section of the <u>Tiers 2 & 5: guidance for sponsors</u> has more information on this.

Section 2: Requirements

This page explains Basketball England requirements under the Tier 2 (Sportsperson) and Tier 5 (Temporary Worker) Creative and Sporting categories. The endorsements apply to England, Scotland and Wales.

Consultation

The following requirements have been agreed by the Home Office following consultation between Basketball England, Basketball Scotland, Basketball Wales, the British Basketball League, the Women's Basketball League.

Review

The requirements will be reviewed biennially. The next review will be in February 2019.

Length of season

The season for basketball runs from mid to late September to late April/early May.

Requirements

The table below shows the endorsement requirements for sponsors and migrants.

Category	Requirement	
Sponsor Tier 2 (Sportsperson) and/or Tier 5 (Temporary Worker) Creative and Sporting	Governing body enfor clubs participatin British Basketball L Basketball England	eague (BBL)
Migrant Tier 2 (Sportsperson) and/or Tier 5 (Temporary Worker) Creative and Sporting	Players	Players graduating from the USA and Canada Players coming to the UK who have graduated from the USA and Canada must have completed at least 4 years eligibility in the college system (this can include up to 2 years at junior college), having played in either of the following: National Collegiate Athletic Association (NCAA) division 1 or 2 National Athletic Inter Schools Association (NAIA 1) Some players take 5 years to complete their 4 years college education due to taking a year out known as red-shirting. Players will not be penalised for following this option, however, the last game of their college playing eligibility must be within the previous 18 months of the date of endorsement application. The playing record should confirm that the player has made a significant contribution to the game. In the previous 2 seasons the player must have played in at least 75% of games they were eligible to play in, which includes conference and tournament games. International players Clubs applying for a governing body endorsement for an international player will need to demonstrate, that the player has played in at least 75% of their national team's available games for a playing nation ranked in the top 16 in the world in the previous 2 seasons as measured by the International Basketball Federation (FIBA). Available games international games include

Category	Requirement	
		friendly fixtures, unless it can be proved that they
		were not available for those games.
		Top domestic professional league players Players who have played for a professional league team that have competed in either of the following competitions: Euro league Euro Cup NBA D-League within the last 2 seasons are eligible for endorsement. They must have played in at least 75% of games they were eligible to play in, which includes conference
		and tournament games. Players performing community coaching/promotional work
		Players who are required to carry out some coaching duties as part of their contract should hold the BE Level 2 Coaching Award before undertaking any coaching duties for a club. If a club applies to employ a player who does not hold the BE Level 2 Coaching Award but satisfies all the player criteria, a governing body endorsement may be issued, on the condition that once they enter the UK they will achieve the BE Level 2 Coaching Award within the first playing season. Once the individual has attained the award they will be able to undertake coaching duties. Governing body endorsements will not be issued for individuals solely to complete a coaching qualification.
		Extensions: players returning Where an overseas player is returning for another season after playing in the UK during the previous season, the UK club have to demonstrate that they played at least 75% of their previous UK team's competitive games where they were available for selection. The definition of the term 'available' is when the selection of the team was undertaken the player was not injured or suspended.
		Change of employment If a player is transferred from one team to another during a season, the new club must obtain a new governing body endorsement before assigning a new certificate of sponsorship (CoS). The new player cannot play until they have been granted new permission to stay (leave to remain) in the UK. The UK club have to demonstrate that they played at least 75% of their previous UK team's competitive games where they were available for selection. The definition of the term 'available' is when the selection of the team was undertaken the player was not injured or suspended.

Category	Requirement	
		Replacement of players Where a club wishes to replace a player, such as due to injury, they should apply for a governing body endorsement for the new player. If the injured player is still able to play they may do so whilst the replacement endorsement is being considered.
		Injuries Injuries will be excluded from the assessment if the club can provide medical evidence stipulating the period of the injury and the number of games the player missed. The club will be required to provide evidence that the player was playing regularly prior to and after the injury.
		Students that have studied overseas and played in overseas college systems Students from non-EEA countries require a governing body endorsement under the Tier 2 (Sportsperson) or Tier 5 (Temporary Worker) Creative and Sporting categories if they wish to play for a professional or semi-professional club.
		Governing body endorsements will be issued for the post of head coach only. Coaches should hold the Basketball England (BE) Level 3 Coaching Award or its equivalent. If a club applies to employ a coach who does not hold the BE Level 3 Coaching Award or its equivalent but satisfies all other aspects of the criteria, a governing body endorsement may be issued on condition that once they enter the UK they will normally achieve the BE Level 3 Coaching Award within the first playing season.
		Clubs should provide evidence of the individual's previous coaching experience. A coach must have been in a Head Coach or Assistant Coach position for a Senior Professional Team, competing in a professional league, recognised by FIBA or in the US College System, in NCAA1, NCAA2 or NAIA 1 in the last two seasons. Evidence to show a recruitment search has been undertaken should be provided. This should include a copy of an advertisement and details of responses - see the full policy guidance on sponsoring a worker for more information.
Tier 2 (Sportsperson) and/or Tier 5 (Temporary Worker) Creative and Sporting	Head Coach	Where clubs are applying for renewal of a governing body endorsement, the coach must have achieved a BE Level 3 Coaching Award. Clubs do not need to supply details of a recruitment search for coaches returning to the UK.

Further information

This information is available on the **Basketball England** website.

For any queries relating to the requirements or the endorsement process please contact:

Rebekah Cunningham

Customer Service Team Manager Basketball England Telephone: 0300 600 1170

Email: Rebekah.Cunningham@basketballengland.co.uk

Information on visas and immigration is available on the **GOV.UK** website.

Dispute handling procedures

Information about Basketball England dispute handling procedures can be found here:

Section 3: Process for applying for an endorsement

How to apply for governing body endorsements for Tier 2 (Sportsperson) and Tier 5 (Temporary Worker) Creative and Sporting sponsor licence applications

Clubs eligible for a Tier 2 (Sportsperson) sponsor licence governing body endorsement should use the application form in Annex A.

Clubs eligible for a Tier 5 (Temporary Worker) Creative and Sporting sponsor licence governing body endorsement should use the application form in Annex B.

All potential sponsors should note that the purpose of an endorsement for a prospective sponsor is to confirm to the Home Office officials processing sponsor applications that the application is from a bona fide sports club or equivalent that has a legitimate requirement to bring migrants to the UK as sportspeople. The Home Office has additional criteria for sponsors that must be met in order for a club to be granted a sponsor licence. It is not Basketball England who will grant a sponsor licence.

How to apply for governing body endorsements for Tier 2 (Sportsperson) and Tier 5 (Temporary Worker) Creative and Sporting migrant applications

Once a club has obtained its sponsor licence from the Home Office, the sponsor will be able to apply for Certificates of Sponsorship, which it will allocate to migrants coming here to work for it. Each migrant that a club wishes to employ needs to be assigned a Certificate of Sponsorship. However, before a club can assign a Certificate of Sponsorship to a sportsperson, they will also have to obtain an endorsement from Basketball England for all applications made for individual sportspeople and coaches.

Tier 2 (Sportsperson) clubs should use either:

Annex C: Tier 2 Migrant Governing Body Endorsement Application Form (Player)
Annex D: Tier 2 Migrant Governing Body Endorsement Application Form (Coach)

Tier 5 (Temporary Worker) Creative and Sporting clubs should use either:

<u>Annex E:</u> Tier 5 Migrant Governing Body Endorsement Application Form (Player) Annex F: Tier 5 Migrant Governing Body Endorsement Application Form (Coach).

Annex A: Tier 2 (Sportsperson) Sponsor Licence Governing Body Endorsement Application

This form should be used to apply to Basketball England for a governing body endorsement of an application for a sponsor licence under the Tier 2 (Sportsperson) category of the Home Office points-based system.

Please complete all sections of the form below unless otherwise indicated:

Required start date of sponsor endorsement application:	
опистописти съръпскиот	
Name of club:	
Address:	
Contact name and position:	
Telephone number	
Fax number	
Email	
Date of application	
Signature	

Supporting evidence required: None

Please send this form to:

Basketball England NSC Gate 13 Rowsley St Manchester M11 3FF

Annex B: Tier 5 (Temporary worker) Creative and Sporting Sponsor Licence Governing Body Endorsement Application

This form should be used to apply to Basketball England for a governing body endorsement of an application for a sponsor licence under the Tier 5 (Temporary worker) Creative and Sporting category of the Home Office points-based system.

Please complete all sections of the form below unless otherwise indicated:

Required start date of sponsor endorsement application:	
Name of club:	
Address:	
Contact name and position:	
Telephone number:	
Fax number:	
Email:	
Date of application:	
Signature	

Supporting evidence required: None

Please send this form to:

Basketball England NSC Gate 13 Rowsley St Manchester M11 3FF

Annex C: Tier 2 Individual Migrant Governing Body Endorsement Application Form - Player Only

This form should be used to apply to Basketball England for a governing body endorsement of an application for a migrant under the Tier 2 (Sportsperson) category of the Home Office Points Based System.

Please return this completed form to: Basketball England, Governing Body Endorsements NSC, Gate 13, Rowsley St, Manchester, M11 3FF

Please complete all sections of the form below unless otherwise indicated:

Full name of Player	
Date of birth	
Nationality	
Current address	
Employment start date	
Employment end date	
Address migrant employed at	
Job title	
Salary (where appropriate)	
Name of Club	
Sponsor endorsement reference number	
Contact name and position	
Telephone number	
Fax number	
Email	
Date of application	
Signature	
	·

Supporting Evidence and or additional documents required:

Player Statistics / Profile Signed Player Contract

Please indicate which of the following criteria are met: (all that are applicable)				
Returning players: Did the player play in at least 75% of games available to the team in the relevant UK domestic league finishing not more than 18 months ago?				
Yes – this therefore meets the governing body endorsement requirements. No – this therefore does not meet the governing body endorsement requirements.				
First time players from USA & Canada and players from other countries who attended US College: Did the player complete 4 years eligibility in the college system in one of the following?				
NCAA I NCAA II NAIA I				
Yes – (proceed to ii) No – this therefore does not meet the governing body endorsement requirements.				
Did the player complete his/her final year of college playing eligibility not more than 18 months ago?				
Yes – (proceed to iii) No (proceed to iv)				
Did the player play in at least 75% of games in the final two years of college?				
Yes – this therefore meets the governing body endorsement requirements. No – this therefore does not meet the governing body endorsement requirements.				
Did the player play for a professional league side finishing not more than 18 months ago?				
Yes – (proceed to v) No – this therefore does not meet the governing body endorsement requirements.				
Did the player play in at least 75% of games available to him/her for that side?				
Yes – this therefore meets the governing body endorsement requirements. No – this therefore does not meet the governing body endorsement requirements.				
First time players who did not attend US College: i Did the player play for a professional league side finishing not more than 18 months ago?				
Yes – (proceed to ii) No – this therefore does not meet the governing body endorsement requirements.				
ii Did the player play in at least 75% of games available to him/her for that side?				
Yes – (proceed to iii) No – this therefore does not meet the governing body endorsement requirements.				
iii Did the player play for a playing nation ranked in the top 16 in the world in the previous two seasons as measured by FIBA (combined ranking) and played in at least 75% of his/her country's available international games. (International games include friendly fixtures; unless it can be proved that they were not available for those games)?				
Yes – this therefore meets the governing body endorsement requirements. No – this therefore does not meet the governing body endorsement requirements.				

First time players straight from a top domestic professional league (Players could have attended NCAA or NAIA Colleges across all divisions but need to meet the following requirements for the team they play professional for)

Did the player play for a professional league team that played in either of the following; Euro league, Euro Cup or the NBA D-League, finishing not more than 18 months ago?		
	Yes – (proceed to ii) No – this therefore does not meet the governing body endorsement requirements.	
ii	Did the player play in at least 75% of games available to him/her for that side?	
	Yes – this therefore meets the governing body endorsement requirements. No – this therefore does not meet the governing body endorsement requirements.	

Annex D: Tier 2 (Sportsperson) Migrant Governing Body Endorsement Application Form - Head Coach

This form should be used to apply to Basketball England for a governing body endorsement of an application for a migrant under the Tier 2 (Temporary worker) Creative and Sporting category of the Home office Points Based System.

Please return this completed form to: Basketball England, Governing Body Endorsements NSC, Gate 13, Rowsley St, Manchester, M11 3FF

Please complete all sections of the form below unless otherwise indicated:

i lease complete all sections of the	Torri below griless etherwise indicated.
Full name of Head Coach	
Date of birth	
Nationality	
Current address	
Employment start date	
Employment end date	
Address migrant employed at	
Job title	
Salary (where appropriate)	
Name of Club	
Sponsor endorsement reference number	
Contact name and position	
Telephone number	
Fax number	
Email	
Date of application	
Signature	

Supporting Evidence and or additional documents required:

Coach Profile

Evidence of coaching qualification if issued by another Federation.

Signed Contract

Please indicate which of the following criteria are met: (all that are applicable)
Returning Coach:
Where clubs are applying for renewal of a governing body endorsement, the coach must have achieved an BE Level 3 Coaching Award. Clubs do not need to supply details of a recruitment search for coaches returning to the UK.
Yes – this meets the governing body endorsement requirements. No – this does not meet the governing body endorsement requirements.
First time coaches:
Coaches should hold the Basketball England (BE) Level 3 Coaching Award or its equivalent. If a club applies to employ a coach who does not hold the BE Level 3 Coaching Award or its equivalent but satisfies all other aspects of the criteria, a governing body endorsement may be issued on condition that once they enter the United Kingdom they will normally achieve the BE Level 3 Coaching Award within the first playing season
Yes – this meets the governing body endorsement requirements. No – this does not meet the governing body endorsement requirements.
Clubs should provide evidence of the coach's previous coaching experience. A coach must have been in either a Head Coach or an Assistant Coach position in the last two seasons, for a senior professional team, competing in a professional league, recognised by FIBA or in the US College System, in NCAA1, NCAA2 or NAIA 1. Evidence to show a recruitment search has been undertaken and should be provided. This must include a copy of an advertisement and must have been advertised in the UK, details of all responses must be included - see the sponsor for more information.
Yes – this meets the governing body endorsement requirements. No – this does not meet the governing body endorsement requirements.

Annex E: Tier 5 (Temporary worker) Creative and Sporting Migrant Governing Body Endorsement Application Form – Player Only

This form should be used to apply to Basketball England for a governing body endorsement of an application for a migrant under the Tier 5 (Temporary Worker) Creative and Sporting category of the Home Office Points Based System.

Please return this completed form to: Basketball England, Governing Body Endorsements NSC, Gate 13, Rowsley St, Manchester, M11 3FF

Please complete all sections of the form below unless otherwise indicated: Full name of Player Date of birth Nationality Current address Employment start date Employment end date Address migrant employed at Job title Salary (where appropriate) Name of Club Sponsor endorsement reference number Contact name and position Telephone number Fax number Email Date of application Signature

Supporting Evidence and or additional documents required:

Player Statistics / Profile Signed Player Contract

Please indicate which of the following criteria are met: (all that are applicable) Returning players: Did the player play in at least 75% of games available to the team in the relevant UK domestic league finishing not more than 18 months ago? Yes – this therefore meets the governing body endorsement requirements. No – this therefore does not meet the governing body endorsement requirements. First time players from USA & Canada and players from other countries who attended US College: Did the player complete 4 years eligibility in the college system in one of the following? NCAA II NCAA I NAIA I Yes – (proceed to ii) No – this therefore does not meet the governing body endorsement requirements. Did the player complete his/her final year of college playing eligibility not more than 18 months ago? Yes – (proceed to iii) No (proceed to iv) Did the player play in at least 75% of games in the final two years of college? Yes – this therefore meets the governing body endorsement requirements. No – this therefore does not meet the governing body endorsement requirements. Did the player play for a professional league side finishing not more than 18 months ago? Yes – (proceed to v) No – this therefore does not meet the governing body endorsement requirements. Did the player play in at least 75% of games available to him/her for that side? Yes – this therefore meets the governing body endorsement requirements. No – this therefore does not meet the governing body endorsement requirements. First time players who did not attend US College: i Did the player play for a professional league side finishing not more than 18 months ago? Yes – (proceed to ii) No – this therefore does not meet the governing body endorsement requirements. ii Did the player play in at least 75% of games available to him/her for that side? Yes – (proceed to iii) No – this therefore does not meet the governing body endorsement requirements. iii Did the player play for a playing nation ranked in the top 16 in the world in the previous two seasons as measured by FIBA (combined ranking) and played in at least 75% of his/her country's available international games. (International games include friendly fixtures, unless it can be proved that they were not available for those games)? Yes – this therefore meets the governing body endorsement requirements. No – this therefore does not meet the governing body endorsement requirements.

First time players straight from a top domestic professional league (Players could have attended NCAA or NAIA Colleges across all divisions but need to meet the following requirements for the team they play professional for)

	d the player play for a professional league team that played in either of the following; Euro league, iro Cup or the NBA D-League, finishing not more than 18 months ago?
	Yes – (proceed to ii) No – this therefore does not meet the governing body endorsement requirements.
ii	Did the player play in at least 75% of games available to him/her for that side?
	Yes – this therefore meets the governing body endorsement requirements. No – this therefore does not meet the governing body endorsement requirements.

Annex F: Tier 5 (Temporary Worker) Creative and Sporting Migrant Governing Body Endorsement Application Form – Head Coach Only

This form should be used to apply to Basketball England for a governing body endorsement of an application for a migrant under the Tier 5 (Temporary worker) Creative and Sporting category of the Home office Points Based System.

Please return this completed form to: Basketball England, Governing Body Endorsements NSC, Gate 13, Rowsley St, Manchester, M11 3FF

Please complete all sections of the form below unless otherwise indicated:

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Full name of Head Coach	
Date of birth	
Nationality	
Current address	
Employment start date	
Employment end date	
Address migrant employed at	
Job title	
Salary (where appropriate)	
Name of Club	
Sponsor endorsement reference number	
Contact name and position	
Telephone number	
Fax number	
Email	
Date of application	
Signature	

Supporting Evidence and or additional documents required:

Coach Profile

Evidence of coaching qualification if issued by another Federation.

Signed Contract

Please indicate which of the following criteria are met: (all that are applicable)
Returning Coach:
Where clubs are applying for renewal of a governing body endorsement, the coach must have achieved an BE Level 3 Coaching Award. Clubs do not need to supply details of a recruitment search for coaches returning to the UK.
Yes – this meets the governing body endorsement requirements. No – this does not meet the governing body endorsement requirements.
First time coaches:
Coaches should hold the Basketball England (BE) Level 3 Coaching Award or its equivalent. If a club applies to employ a coach who does not hold the BE Level 3 Coaching Award or its equivalent but satisfies all other aspects of the criteria, a governing body endorsement may be issued on condition that once they enter the United Kingdom they will normally achieve the BE Level 3 Coaching Award within the first playing season
Yes – this meets the governing body endorsement requirements. No – this does not meet the governing body endorsement requirements.
Clubs should provide evidence of the coach's previous coaching experience. A coach must have been in either a Head Coach or an Assistant Coach position in the last two seasons, for a senior professional team, competing in a professional league, recognised by FIBA or in the US College System, in NCAA1, NCAA2 or NAIA 1. Evidence to show a recruitment search has been undertaken and should be provided. This must include a copy of an advertisement and must have been advertised in the UK, details of all responses must be included - see the sponsor for more information.
Yes – this meets the governing body endorsement requirements. No – this does not meet the governing body endorsement requirements.