

REGULATIONS GOVERNING THE QUALIFICATION AND REGISTRATION OF CRICKETERS FOR THE KIA SUPER LEAGUE

1 DEFINITIONS

In these Regulations:

1.1

“Allocated Player” means a Cricketer who has been allocated to a KSL Team in accordance with the Player Allocation Policy and Regulation 4.2

1.2 “Appeal Panel” means the Appeal Panel, appointed pursuant to Regulation 9.

1.3

“Approved Cricket” means a Domestic Cricket Event as defined by the ICC in Regulation 32 of the ICC Regulations.

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

1.5

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

1.6

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

1.7

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

1.8

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

1.9

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

1.10

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

1.11 “ICC” means the International Cricket Council.

1.12 “ICC Full Member Country” means a country defined as such by the ICC.

1.13 “ICC Member Country” means a country which is a member of the ICC.

1.14 “ICC Regulations” means the ICC Regulations as amended from time to time.

1.15 “International Women’s Cricket” as defined in the ICC Regulations.

1.16 “Notice of Appeal” shall have the meaning set out at Regulation 9.3.

1.17

“Official Cricket” means cricket which is classified as official women’s cricket under the ICC Regulations.

1.18

“Player Allocation Policy” means the ECB’s Player Allocation and Squad Selection Policy, as published and amended by the ECB from time to time.

1.19

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

Cricket.

1.20 “Qualified Cricketer” shall have the meaning set out in Regulation 2.1.

1.21

“Standard KSL Contract” means an ECB-approved standard form of player contract for the KSL.

1.22

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

1.23 “KSL” means the Kia Super League organised and operated by the ECB.

1.24 “KSL Team” means a team playing in the KSL.

2 QUALIFICATIONS FOR REGISTRATION FOR THE KSL

2.1

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

(a)

she is an EEA national (other than a Croatian national), a national of Croatia who is able to exercise a treaty right as a worker in the United Kingdom without restriction, or a national of a state which is a party to an agreement with the EU and its member states providing that their nationals lawfully employed within the EEA shall have employment rights equal to those of EEA nationals; and

(b)

she has not, within the 12 months leading up to April 1st immediately before the season in question, or at any time subsequently before applying for and being granted her registration with her KSL Team either (i) played International Women’s Cricket for any ICC Full Member Country except England at U17 level or above, or (ii) played Professional Cricket in any ICC Full Member Country outside England and Wales except for Competitive Women’s Cricket or other Official Cricket or Approved Cricket as an overseas cricketer under local rules promulgated by the relevant governing body of the ICC Member Country similar to Regulation 3, or in any other circumstances approved by the ECB or (iii) played Professional Cricket in any country which is not recognised as Official Cricket or Approved Cricket; and

(c)

she does not, during the currency of her contract with her KSL Team or her registration with her KSL Team either (i) play International Women’s Cricket for any ICC Full Member Country except England at U17 level or above, or (ii) play Professional Cricket in any ICC Full Member Country outside England and Wales except for Competitive Women’s Cricket or other Official Cricket or Approved Cricket as an overseas cricketer under local rules promulgated by the relevant governing body of the ICC Member Country similar to Regulation 3, or in any other circumstances approved by the ECB or (iii) play Professional Cricket in any country which is not recognised as Official Cricket or Approved Cricket; and

(d)

she makes, whenever requested by the ECB, a declaration in the form set out in Annex A to these Regulations.

2.2

If at any time the Cricketer becomes disqualified through the provisions of Regulation 2.1(c), she must notify both the ECB and her KSL Team. In this circumstance, subject to the overriding discretion of the ECB, the ECB will immediately cancel the Cricketer’s registration.

2.3

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

3 UNQUALIFIED CRICKETERS

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

3.1

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

3.2

Each KSL Team shall be entitled to have a maximum of three Unqualified Cricketers registered at any one time and must have three registered

Unqualified Cricketers for the duration of the tournament (unless the ECB permits otherwise).

3.3

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

3.4

A KSL Team wishing to register an Unqualified Cricketer must first obtain the written consent of her Governing Body (if any) in accordance with the relevant ICC Regulations.

3.5

If an Unqualified Cricketer, during the currency of her contract with a KSL Team, plays Professional Cricket in any country which is not recognised as Official Cricket or Approved Cricket then, subject to the overriding discretion of the ECB, the Cricketer's registration as an Unqualified Cricketer will be cancelled.

4 REGISTRATION PROVISIONS

4.1

Following discussion with all of the KSL Teams, the ECB will decide and confirm the allocation of Allocated Players to each KSL Team, subject to the limitations on different categories of Cricketer per KSL Team as set out in the Player Allocation Policy, following which the KSL Team may then apply to register its Allocated Players.

4.2

Following the allocation of the Allocated Players, each KSL Team may register any other Qualified or Unqualified Cricketers subject to the provisions of these Regulations.

4.3

Each KSL Team must by 20 July 2019 apply in writing on the ECB's stipulated pro forma for the registration of all Cricketers under either Regulation 2 or 3. Except with the prior written approval of the ECB, each KSL Team may register up to 15 Cricketers at any time.

4.4

If any Cricketer withdraws from the KSL for any reason, the KSL Team must notify ECB in writing immediately, The KSL Team may then apply to register a replacement Cricketer and cancel the registration of the Cricketer being replaced, in accordance with the KSL Technical Committee Regarding Replacement of Players Policy.

4.5 In order for a Cricketer to be registered, the KSL Team must submit to ECB:

(a)

a completed "Player Registration Form" signed by an authorized representative of the KSL Team and the Cricketer and, where the Cricketer is under 18 years old, her parent/guardian;

(b)

a copy of the fully signed Standard KSL Contract between the relevant KSL Team and the Cricketer;

(c)

written confirmation that the Cricketer has completed the PCA Online Anti-Corruption Module and PCA Recreational Drugs Online Module and the ECB Cardiac Screening Pre-Registration Requirements set out on the ECB website at the time of registration;

(d)

a copy of the Player Undertaking (in the form set out in Annex B to these Regulations) signed by the Cricketer and, where the Cricketer is under 18 years old, her parent/guardian; and

(e)

all other necessary supporting documentation requested by ECB, which may include, without limitation, the written consent of her Governing Body (where applicable), documentary evidence of the Cricketer's right to work in the UK as a professional cricketer and, where registration is applied for under Regulation 2 and where requested by the ECB, a sworn declaration in the form set out in Annex A to these Regulations.

4.6

No Cricketer shall be eligible to participate in any KSL Match until ECB has issued written confirmation to the KSL Team that such player has been successfully registered.

4.7

Subject to the overriding discretion and prior written approval of the ECB, no Cricketer may be:

(a) registered for more than one KSL Team in any one KSL season; or

(b)

contracted by or on behalf of any KSL Team (whether pursuant to a Standard KSL Contract or otherwise) for more than one KSL season at any

given time.

4.8

The ECB shall have an overriding discretion to refuse to grant a registration in respect of any given Cricketer where:

(a)

the Cricketer in question is subject to any suspension or period of ineligibility under any ECB or ICC Regulations or the Regulations of another ICC Member Country; or

(b)

having given the relevant KSL Team and Cricketer a reasonable opportunity to make representations, the ECB considers, in its absolute discretion, that the grant of such registration adversely affects (or is likely to adversely affect) the best interests, image or reputation of the KSL, the ECB or cricket generally, including but not limited to where the Cricketer in question is the subject of any allegations, investigations or charges by the ECB, ICC, another ICC Member Country, police or other law enforcement body relating to any doping, corruption or criminal offence or any other serious misconduct.

4.9

The KSL Technical Committee shall have jurisdiction in decisions relating to the replacement of Cricketers, in accordance with the KSL Technical Committee regarding Replacement of Players Policy.

5 CANCELLATION/SUSPENSION OF REGISTRATION

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

(a)

by written application by the KSL Team to cancel the registration of a Cricketer in order to register another Cricketer; or

(b) by the ECB:

(i)

to give effect to a decision of the CDC or any other tribunal or panel appointed under any ECB or ICC Regulations or the Regulations of another ICC Member Country (as applicable); or

(ii)

if it considers, in its absolute discretion and having given the relevant KSL Team and Cricketer a reasonable opportunity to make representations, that such cancellation would be in the best interests of the KSL, the ECB or cricket generally including but not limited to where the Cricketer in question is the subject of any allegations, investigations or charges by the ECB, ICC, another ICC Member Country, police or other law enforcement body relating to any doping, corruption or criminal offence or any other serious misconduct;

(iii)

to give effect to the relevant provisions of Regulations 2, 3 or 4 (as applicable); or

(iv)

if, within a reasonable period after she has been requested to do so by the ECB, the Cricketer has not made and delivered to the ECB a sworn declaration in the form set out in Annex A to these Regulations, including, if so requested, a renewal of such declaration and such other undertaking or declaration as the ECB may from time to time require.

5.2

Without prejudice to the ECB's rights to cancel a Cricketer's registration pursuant to Regulation 5.1, the ECB may elect to suspend a Cricketer's registration:

(i)

to give effect to a decision of the CDC or any other tribunal or panel appointed under any ECB or ICC Regulations or the Regulations of another ICC Member Country (as applicable); or

(ii)

if it considers, in its absolute discretion and having given the relevant KSL Team and Cricketer a reasonable opportunity to make representations, that such suspension would be in the best interests of the KSL, the ECB or cricket generally including but not limited to where the Cricketer in question is the subject of any allegations, investigations or charges by the ECB, ICC, another ICC Member Country, police or other law enforcement body relating to any doping, corruption or criminal offence or any other serious misconduct.

5.3

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

6 NOTIFICATION

6.1

Each KSL Team shall circulate to all other KSL Teams and the ECB a Registered List of all registered Cricketers by 20 July 2019, which shall detail the name, date of birth and category of registration (Regulation 2 or Regulation 3) of each registered Cricketer.

6.2

If the registration of any Cricketer is cancelled or suspended under these Regulations, or a replacement Cricketer is registered, the KSL Team will circulate to all other KSL Teams and the ECB within 7 days a supplementary list detailing the cancellation, suspension or registration (as applicable) of all relevant Cricketers.

7 APPROACHES

7.1

In advance of each season the ECB shall confirm in writing to all KSL Teams the date from which they may validly approach Cricketers for the purpose of trying to register them for the forthcoming KSL season.

7.2

Prior to the date specified in writing by ECB on which approaches to Cricketers may validly commence:

7.2.1

no KSL Team may approach or be involved in any discussions with any Cricketer who is registered with another KSL Team or any agent or any other person on that Cricketer's behalf with a view to offering her a trial, or playing or registering her without the prior written permission of the KSL Team with which she is registered; and

7.2.2

no registered Cricketer or agent or other person on her behalf may approach or be involved in any discussions with another KSL Team with a view to that Cricketer participating in a trial, or playing or registering with that KSL Team without the prior written permission of the KSL Team with which she is registered.

8 DISPUTES

Any unresolved dispute as to the interpretation or implementation of these Regulations shall be referred to the ECB for a decision. Such decision, subject to the provisions for appeal contained in Regulation 9 below, shall be final and binding on the parties to the dispute.

9 APPEALS PROCEDURE

9.1

Appeals from parties directly affected by registration decisions of the ECB under these Regulations shall be made to the Appeal Panel (the "Appeal Panel"). Any dispute as to whether a party is directly affected by a relevant registration decision of the ECB shall also be resolved by the Appeal Panel. For the avoidance of doubt and further to the Player Allocation Policy, there shall be no right of appeal against any allocation decision of the ECB.

9.2

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

9.3

A written notice of the Appeal complying with Regulation 9.4 below (a "Notice of Appeal") must be received by the ECB's Kia Super League General Manager within 14 days of receipt of notification by the directly affected party of the relevant decision. Failure so to lodge a written Notice of Appeal complying with the requirements of Regulation 9.4 below will mean that the appeal is out of time and it will not be entertained by the Appeal Panel, unless the Appellant can demonstrate to the Appeal Panel that there were exceptional reasons justifying such failure.

9.4

The Notice of Appeal must state (i) the decision or part of the decision or the penalty/sanction against which the Appeal is made (ii), the grounds and basis of the Appeal and, (iii) the nature of the remedy sought. The Notice of Appeal must be accompanied by a deposit of £1,000 which may be used to defray part of any costs awarded against the appellant or returned to him/her in whole or in part after the Appeal Hearing at the discretion of the Appeal Panel.

9.5

As soon as reasonably practicable following receipt of the Notice of Appeal, the Chairman of the CDC shall appoint the Appeal Panel

comprising three members, one from a list of suitable persons nominated by the PCA, one to be nominated by the Chairman of the ECB and a suitably qualified Chairman of the Appeal Panel to be nominated by Sport Resolutions (UK).

9.6

The Chairman of the Appeal Panel shall fix a date for the appeal hearing which shall normally be within 28 days of the lodging of the Notice of Appeal.

9.7

The Appeal Panel shall determine its own procedure, provided that this shall include the opportunity for each party to present her/its case. The ECB will normally be represented as a party to any appeal against a decision of the ECB.

9.8

Decisions of the Appeal Panel shall be by majority vote and where necessary the Chairman of the Panel shall have a casting vote.

9.9

Decisions of the Appeal Panel shall be communicated in writing to the parties as soon as possible after the hearing.

9.10

The Appeal Panel shall have unlimited power to award costs against either party. For the avoidance of any doubt, the payment of the £1,000 deposit should in no way be construed as a cap on the costs liability of any party which submits an Appeal.

9.11

Any registration decisions made pursuant to these Regulations shall stand and be enforceable by the ECB pending determination of any appeal pursuant to this Regulation.

9.12

The decision of the Appeal Panel shall be final and binding on all parties to the appeal and there shall be no right of appeal of any kind by any party to any body whatsoever on any ground whatsoever, and/or the parties shall be deemed to have waived irrevocably any right to appeal, review or recourse to a court of law, arbitral body or any other body of any nature.

ANNEX A

Declaration referred to in Regulation 2.1(d) of the Regulations Governing the Qualification and Registration of Cricketers for the Kia Super League.

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

I, []
of []

DO SOLEMNLY AND SINCERELY DECLARE as follows:

1

This declaration is made for the purposes of the Regulations Governing the Qualification and Registration of Cricketers for the Kia Super League (“the Regulations”) and the terms used in it have the meanings given to them in the Regulations.

2

That it is not my desire or intention to play cricket for any ICC Full Member Country except England at any time in the future and accordingly from the date of this declaration I will not play, and I am not seeking to and will not seek to qualify to play, in any International Women’s Cricket, any other Competitive Women’s Cricket match, or any other cricket match at Under 17 level or above for any such ICC Full Member Country. Nor is it my desire or intention to play Professional Cricket in any ICC Full Member Country outside England and Wales except for Competitive Women’s Cricket, Official Cricket or Approved Cricket as an overseas cricketer under local rules similar to Regulation 3 of the Regulations, or in any other circumstances approved by the ECB and accordingly from the date of this declaration I will not so play and I am not seeking to and will not seek to so play.

3

I undertake and agree to abide by all ECB Rules and Regulations, Codes and Directives and further, I undertake to abide by the policies of the ECB always acting in the best interests of cricket in England and Wales.

4

I have sought and been given legal advice as to the consequences of giving a false statement in this statutory declaration.

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

Declarations Act 1835.

Before me,

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

ANNEX B

Player Undertaking

To: The England and Wales Cricket Board and [KSL Team]

I, [

hereby undertake and confirm that I will abide by the Laws of Cricket and agree at all times to comply with and be bound by the Rules, Regulations, Directives, and Codes of the England and Wales Cricket Board (as amended and supplemented from time to time) and further acknowledge in that regard that I have seen and read the 2019 editions of:

a)

the Regulations Governing the Qualification and Registration of Cricketers for the Kia Super League; and

- b) the ECB Players' Agent Registration Regulations; and
 - c) the Cricket Discipline Commission Regulations; and
 - d) the Directives of the ECB; and
 - e) the Kia Super League Competition Regulations; and
 - f) the Kia Super League Playing Conditions; and
 - g) Duckworth / Lewis / Stern Regulations; and
 - h) the ECB Anti-Doping Rules; and
 - i) the Kia Super League Clothing and Equipment Regulations; and
 - j) the ECB Head Protector Regulations; and
 - k) the ECB's Data Protection Notice for Kia Super League Cricketers; and
 - l) the ECB Anti-Corruption Code; and
 - m) the ECB Cricket Events Regulations; and

- Regulations for the Review of Bowlers Reported with Suspected Illegal Bowling Actions

 - o) the KSL Pitch Regulations; and
 - p) the ECB Minimum Standards for Players' and Match Officials' Areas; and
 - q) the ECB Concussion Replacement Regulations; and
 - r) the ECB Concussion Guidelines.

*

Further I declare that it is not my desire or intention to play cricket for any other ICC Full Member Country except England and accordingly I will not play, and I am not seeking and will not seek to qualify to play, cricket at any level for any such country.

*To be deleted by an Unqualified Cricketer

Dated Cricketer's signature

Signature of parent/guardian (if cricketer is Under 18)

B Certificate to be signed by the Team Official of the KSL Team and by the Player

We being the Team Official of the [KSL Team] and the Player named in the undertaking above, hereby certify that the Team has entered into a Contract with the Cricketer in the terms of the standard KSL contract as specified by ECB.

Dated For and on behalf of [KSL Team]

Team Official Signature Cricketer's signature