

GHANA FOOTBALL ASSOCIATION (GFA)

FA CUP REGULATIONS

**APPROVED BY CONGRESS ON DECEMBER, 30 2014
AND
AS AMENDED ON NOVEMBER 9, 2015**

FA CUP REGULATIONS

OF THE
GHANA FOOTBALL ASSOCIATION

PREAMBLE

In the exercise of the powers conferred on the Congress of the Ghana Football Association (GFA) as the Supreme and Legislative organ of the Ghana Football Association by Article 23 of the Statutes of the Ghana Football Association, these Regulations for the Football Association Cup (hereinafter called “the FA Cup Regulations”) is hereby made.

DEFINITIONS AND INTERPRETATION

All words and abbreviation used in these Regulations shall be deemed to have the same meaning and interpretation as assigned by the Ghana Football Association Statutes and General Regulations of the Ghana Football Association unless otherwise explicitly defined or provided herein within these Regulations.

TITLE AND NAME OF PROVISIONS

The Title of these Regulations shall be known and called “**The FA Cup Regulations of the Ghana Football Association**” and the provisions shall be referred to as **Articles, Paragraphs and Sub-paragraphs**.

THE FA CUP REGULATIONS

1. OWNERSHIP AND CONTROL OF THE FA CUP

- (a) The ownership, organisation, control and management of the FA Cup and any rights associated with it of any nature shall be vested entirely and exclusively in Ghana Football Association (the “**GFA**”).
- (b) The Congress of the GFA (the “**Congress**”) shall have the power to make, delete and/or amend these FA Cup Regulations for the organisation, control and management of the FA Cup as Congress, from time to time, may deem expedient.
- (c) All Clubs, Officials, Players and any person participating in any way in the FA Cup shall be bound by and comply with these FA Cup Regulations (and any Directives issued pursuant to these FA Cup Regulations) failure which the Disciplinary Committee or the appropriate GFA Committee shall have power to impose fines against the Club, Official, Player and the person.
- (d) The Executive Committee of the GFA (the “Executive Committee”) shall have the power to make decisions on all matters arising out of or in relation to the organisation, control and management of the FA Cup (including as to eligibility and qualification) which shall be final and binding on all participants in the FA Cup. In relation to these and any other matters relating to the FA Cup but not specifically mentioned in these FA Cup Regulations or any provisions of any other Regulations or the Statutes of the GFA.
- (e) The Disciplinary Committee shall have the power to take such action and make such decisions and orders as it deems necessary and following such procedures as it considers appropriate and such shall, subject to Article 31, be binding on all Participants of the FA Cup. In considering such matters, the Disciplinary Committee shall not be bound by any enactment or rule of law relating to the admissibility of evidence in proceeding before a court of law.
- (f) The Executive Committee shall appoint from time to time a Committee (the “**FA Cup Committee**”) to manage the FA Cup which shall seek its approval

to take such actions and make such decisions on its behalf which shall be deemed decisions of the Executive Committee.

- (g) A Club participating in the FA Cup shall have only such rights in relation to the FA Cup (and any match in the FA Cup) as are expressly granted to the Club under these FA Cup Regulations or by the GFA in writing.
- (h) In addition to any other action or penalty, the Disciplinary Committee shall have the power to disqualify any competing Club, or Player for any competing Club(s), which it determines to have breached these Regulations or the Statutes or the General Regulations or any Regulations of the GFA (and any Directives, Orders issued pursuant to these FA Cup Regulations), and the decision of the Disciplinary Committee shall be binding.

2. CONTROL OF THE FA CUP - COMMERCIAL CONTRACTS

- (a) In relation to each match in the FA Cup, the GFA shall itself be exclusively entitled to, or otherwise to authorise or grant to others, rights of access to and attendance at the ground of the Home Club ("**Access Rights**") for the purposes of transmitting or filming or otherwise recording on or by any media, any audio and/or visual materials depicting or describing all or any part or parts of a match (the "**Copyright Materials**").
- (b) In relation to each match in the FA Cup, the GFA shall itself be exclusively entitled throughout the world, or to grant to or otherwise authorise others:
 - (i) on a live, delayed, recorded or highlighted basis to broadcast or otherwise transmit by any method whatsoever (now known or hereinafter devised) the Copyright Materials by way of any and all forms of television or similar technology (now known or hereinafter devised) including, without limitation, free to air television, pay television, pay per view, "not-video-on-demand" internet or other on-line media and "video-on-demand" (the "**Television Rights**").
 - (ii) on a live or delayed basis to broadcast or to otherwise transmit the Copyright Materials (or audio) by way of radio broadcast or internet, or other on-line media or similar technology (now known or hereinafter devised) (the "**Radio Rights**").
 - (iii) to use, sell, publish, distribute and otherwise exploit the Copyright Materials in any manner whatsoever including, without limitation, clip licensing, videos, CD Rom, CDI, internet or other on-line media (the "**Footage Rights**").
- (c) In relation to each match in the FA Cup, the GFA shall be exclusively entitled, either by itself or to authorise others, to use sell or otherwise exploit all commercial and other marketing rights associated with the FA Cup including, without limitation, fixture list copyright, sponsorship, supplier rights, licences, perimeter board branding or other commercial arrangements (the "**Marketing Rights**").
- (d) Clubs shall comply with the terms of all contracts entered into by the GFA from time to time in relation to Access Rights, the Television Rights, the Radio Rights, the Footage Rights and the Marketing Rights (collectively the "**Commercial Contracts**") in relation to the FA Cup.

- (e) Clubs shall provide access to grounds and provide all other rights, facilities and services as may be necessary to enable the GFA to fulfil the Commercial Contracts.
- (f) The Clubs acknowledge that the GFA may issue more detailed Regulations regarding the provisions of the Commercial Contracts (including, but not limited to in relation to, broadcasting, perimeter board advertising, interview backdrops, centre circle banners, side of goal mats, substitute/added time boards, tickets and match programmes) and the Clubs agree that they shall be bound by such Regulations as amended from time to time by the GFA.
- (g) Each Club undertakes to indemnify and keep indemnified the GFA from and against any claims for direct or consequential loss or damage by any party to a Commercial Contract caused or otherwise attributable to any failure or any breach by the Club fully to perform or observe its obligations and responsibilities under these provisions.
- (h) Nothing in the above shall be construed or interpreted so as to prevent or restrict Clubs, subject to applicable FIFA, CAF or other Regulations or Regulations or decisions of the GFA, from entering into commercial arrangements in relation to matches in the FA Cup which do not in any way conflict with the Commercial Contracts and duties of Clubs as set out herein (and in any other Regulations or Directives issued by the GFA in accordance with this Paragraph).
- (i) In relation to the Commercial Contracts, the GFA or the FA Cup Committee shall make provision for payments to Clubs as it shall from time to time consider appropriate.

3. NAME / LOGO AND IMAGES OF THE FA CUP AND IMAGES OF THE TROPHY

- (a) The FA Cup shall be called '**The Football Association Cup**'. The FA Cup shall be marketed under the title '**MTN FA Cup**' (the "**Official Title**") or otherwise directed from time to time by the GFA.
- (b) Each Club shall include the Official Title on all materials produced by or on behalf of it which relate to the FA Cup (including, but not limited to, tickets, programmes, press releases and (where possible) scoreboard displays) and (where possible) shall refer to the Official Title at least once over (any) public address system operating on the day of each FA Cup match.
- (c) The GFA shall from time to time issue a FA Cup Logo. The FA Cup Logo may incorporate branding for the lead FA Cup sponsor.
- (d) In the FA Cup Proper, each participating Club shall include The FA Cup Logo on all FA Cup communication materials produced by or on behalf of it (including, but not limited to, the front page of each FA Cup match programme, match tickets (if it is not possible to include The FA Cup Logo on tickets the Club shall include a reference to the Official Title), fixture posters, stadium giant screens (if any) and Club websites).
- (e) The GFA will from time to time issue images of The FA Cup to Clubs. The ribbons attached to The FA Cup in the image will incorporate branding for the lead FA Cup Sponsor.
- (f) If a Club wishes to use an image of the FA Cup it shall use the image issued by the GFA and will follow any directions issued by the GFA in relation

to the use of such image.

4. ORGANISATION OF THE FA CUP

- (a) There shall be a Qualifying FA Cup and a FA Cup Proper.
- (b) The FA Cup Proper shall consist of the following numbers of Clubs:
 - (i) 16 Clubs from Premier League shall be exempted from playing in the Qualifying FA Cup.
 - (ii) 48 Clubs from the Qualifying FA Cup.
- (c) The Qualifying FA Cup shall consist of all Clubs admitted to participate in the FA Cup, in accordance with Article 5, except the 16 Clubs referred to in Article 4(b)(i)
- (e) The Qualifying FA Cup shall be played on a geographical basis.

5. ELIGIBLE CLUBS

- (a) Participation in the FA Cup shall be open to Clubs competing in The Premier League, The First Division Football League and The Second Division and any other league as directed by the GFA subject to the ground conforming to the requirements of Article 13 herein.
- (b) A Club must be accepted into a League for the current season which is considered to be acceptable for entry into the FA Cup.
- (c) The Executive Committee may reject the application of any Club to participate in the FA Cup at its entire discretion.
- (e) If a Club is removed from the League in which it is playing, once it has been accepted into the FA Cup, the Executive Committee shall have the power to remove the Club from the FA Cup.
- (f) If any Club when applying to enter the FA Cup, or at any time during the course of the FA Cup becomes subject to any of the following insolvency events:
 - (i) enters into a Company Voluntary Arrangement or a compromise or arrangement with its creditors or any compromise agreement with its creditors as a whole; or
 - (ii) lodges a Notice of Intention to Appoint an Administrator or Notice of Appointment of an Administrator at the Court.
 - (vii) ceases or forms an intention to cease wholly or substantially to carry on business save for the purpose of reconstruction or amalgamation or otherwise in accordance with a scheme of proposals which have previously been submitted to and approved in writing by its Board; or
 - (viii) Being subject to any insolvency orders;that Club must notify the GFA immediately in writing. The Executive Committee will (at its absolute discretion) then decide whether to accept the application and/or allow that Club to continue to compete in the FA Cup and may set any terms and conditions in relation to that Club's ongoing participation in the FA Cup.
- (g) A Club that through the FA Cup qualifies for a CAF Confederation Cup

for the following season must adhere to the Regulations and licensing requirements of CAF applicable to that season.

- (h) Clubs must provide, to the GFA, when requested by the GFA, a declaration from the local Police that ties are able to be staged at the stadium or park.

6. ENTRY DATE

- (a) A Club wishing to participate in the FA Cup must complete the Application Form (if any) and payment process (if any) on or before the date directed by the FA Cup Committee. A Club who fail to pay the GFA's Membership subscriptions (if required) shall be subject to removal from the FA Cup.

7. PROVISIONS FOR WITHDRAWING FROM THE FA CUP

- (a) Any Club intending to withdraw from the FA Cup must notify its intention to do so to the FA Cup Committee and the opposing Club, not less than seven (7) days before the date fixed for playing the match.
- (b) A Club failing to comply with Article 7(a) above shall be compelled by the GFA to pay the expenses incurred and to suffer any considers appropriate.
- (c) If a Club decides to withdraw from the FA Cup after a drawn, postponed or abandoned match, notice must be given to the GFA and its opponent at the end of the match.
- (d) A Club failing to give satisfactory reason for withdrawing from the FA Cup shall in addition to any other action considered appropriate not be allowed to enter the FA Cup in the following two (2) seasons and shall be liable to such fine as the Disciplinary Committee considers appropriate.

8. DRAWS FOR ROUNDS AND KICK OFF TIMES

- (a) The Clubs competing in each Round of the FA Cup shall be drawn in couples. The couples shall play a match subject to the Laws of the Game. The winners will compete in the next Round, the ties of which will be drawn in the same manner. This shall be continued until the Semi-Final of the FA Cup.
- (b) After the draw for each Round is made, notice shall be given to each Club of the date and time when the match shall be played. All matches in each Round shall be played on such date as the FA Cup Committee shall determine.
- (c) The time of kick-off shall be determined by the FA Committee for all matches. In any event, the FA Cup Committee shall have the power to order that a kick-off time is changed, as it deems appropriate. Any late kick-off shall be reported by the Referee to the GFA and the FA Cup Committee shall have power to impose a fine of Five Thousand Ghana Cedis (GHc5,000) to the offending party.

9. VENUE FOR MATCHES

- (a) *Venue*
 - (i) The venue of each match (save for the Semi-Finals or Final which will be played at venues selected by the FA Cup Committee) will be that of the first named Club. Subject to Articles 9(a)(ii) and 9(a)(iii) herein such match shall be played on that ground unless the consent of the FA Cup

Committee has been obtained to any change of venue.

- (ii) For a tie to be played on the ground of a Club outside the Premier League on their Home Club, the FA Cup Committee shall assess the suitability from a safety or security point of view of staging a tie at the ground. The FA Cup Committee will decide whether to allow and require the match to be played at such ground or not.
 - (iii) In any event, the FA Cup Committee shall have the power to order that any match be played on an alternative qualified ground or date, if it is considered appropriate and necessary. For ties switched from the ground of the Club first drawn, then the FA Cup Committee shall determine the financial conditions in which the tie shall be played.
 - (iv) No monetary or other consideration shall be asked for, offered or paid in connection with negotiations for a change of venue.
- (b) *Petition Regarding the Suitability of Ground*
- (i) A Club may petition to the FA Cup Committee that the ground of the Home Club (for second division and below) is unsuitable for the match. Such petition must be made to the FA Cup Committee within two (2) days after the date of the draw.
 - (ii) The FA Cup Committee shall have the power to consider the petition in such manner and following such procedures as it considers appropriate. The FA Cup Committee may amongst other things order the match to be played on the neutral ground.
- (c) *Ground Sharing*
- Clubs with ground sharing agreements must inform the FA Cup Committee and arrange for ties to be played on different days.

10. DURATION OF MATCHES

- (a) **The duration of each match shall be 90 minutes except matches from the Quarter Final to the Final match where an extra 30 minutes shall be played when the match is drawn after 90 minutes. The extra 30 minutes shall be played (15 minutes shall be played in each half). When the match is drawn after extra time, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the procedure adopted by the International Football Association Board. The Referee shall allow for time wasted or lost through accident or other cause. The Referee is the sole judge of allowance of time whether lost through accident or other cause and his decision on this matter is not subject to appeal.**
- (b) The half-time interval shall be 15 minutes for all ties in the FA Cup.
- (c) Both teams shall enter the field of play together at the specified minutes prior to the kick-off time, along with the Match Officials or as shall be determined by the FA Cup Committee.

11. POSTPONED AND ABANDONED MATCHES (MATCHES PLAYED PRIOR TO THE SEMI FINALS)

- (a) *Matches which are Postponed or Abandoned*

- (i) When a first match has been postponed, or is abandoned before the completion of 90 minutes and neither Club being at fault, it shall be played on the same ground the next day and where impossible at a date as determine by the FA Cup Committee.
- (iii) Matches abandoned through the fault of the Clubs shall be dealt with by the Disciplinary Committee of the GFA within seven days upon receipt of the notification by the FA Cup Committee.
- (b) Any Club failing to fulfill a fixture shall be declared losers of the match and be punished with by the Disciplinary Committee.
- (c) Home Clubs must ensure that the local police are fully aware of match dates and the dates of any re-arranged dates for postponed ties. If problems are envisaged with arrangements for a tie the FA Cup Committee should be informed as soon as the draw is known.

12. REPORTING RESULTS

- (a) Each Club shall send the result of the match, with the names of their players competing and goal scorers, together with the marking of the Referee's performance to be received at the FA Cup Committee immediately after the match.
- (b) The Home Club shall telephone the result to Secretary of the FA Cup Committee or email of the FA Cup Committee immediately after the end of the match, according to the instructions issued prior to the match by the FA Cup Committee.

13. FACILITIES AND EQUIPMENT

- (a) *Artificial Surfaces*
In the FA Cup artificial grass pitches may be used provided the pitch is approved by the GFA. This should be requested at the time of entry to the FA Cup in each Season.
- (b) *Ground Facilities*
All Clubs shall play on grounds which have been approved by the FA Cup Committee or the GFA.
- (c) *Playing Condition of the Ground*
Each Club must take every precaution to ensure that its ground is in a fit playing condition. In the event of doubt regarding the condition of the pitch, the Home Club shall immediately notify the GFA to enable a Match Official to conduct a pitch inspection.
- (d) *Match Coordinators*
A Match Coordinator may be appointed by the GFA to FA Cup matches and the Home Club shall reserve seats for this purpose. The Assessor will inform the Clubs of his attendance at the match.

(e) *Club Doctors and First Aid Facilities*

It is the responsibility of the Home or Host Club in the FA Cup to ensure that a qualified medical practitioner is in attendance at least 30 minutes prior to kick-off and throughout the match and at least 30 minutes after the termination of the match, and that he is afforded ready access to the playing area. Ambulance, First Aid facilities, equipment and a stretcher must be made available by the Home or Host Club for all matches and a fully qualified person to administer First Aid.

14. CLUB COLOURS

- (a) All Clubs shall register their First, Second and Alternative jersey colours with the FA Cup Committee or the GFA.
- (b) Where the colours (shirts, shorts or stockings) of the two competing Clubs are similar (as determined by the match referee), the Away Club shall change to the second jersey colours or to the alternative colours as determine by the match referee.
- (c) In the event of the Clubs not agreeing upon the colours to be worn, the FA Cup Committee shall decide. Goalkeepers must wear colours which distinguish them from the other players, and the Match Officials.
- (d) In the FA Cup, where there is a clash of colour between the Match Officials' kit and the players kit, the Match Official may change to an alternative colour.
- (e) Players' shirts shall be clearly numbered on the back as registered in their league and in accordance with the Official Team Sheet. No change of numbers during the match shall be allowed except on a change of Goalkeeper or where a player has been required by the Referee to change his shirt because of a blood injury. The Captain of each team shall wear a distinguishing armband to indicate their status.
- (f) Advertising may be worn on players' clothing in accordance with the Regulations of the FA Cup and all Clubs shall be required to wear sleeve badges branded with The FA Cup Logo on both sleeves and on the front of the jersey if permitted.

15. PROVISIONS CONCERNING PLAYERS

- (a) Each team participating in a match shall represent the full available strength of each competing Club.
- (b) (i) Each Club must provide a list of names of players taking part in the game (including the names of the substitutes) (the "Official Team Sheet" as required by the match referee) to the Referee and a representative of their opponents in the presence of the Referee: Any Club failing to do so will be liable to be fined by the FA Cup Committee a sum of at least One Thousand Ghana Cedis (GHc1000.00).
- (ii) Should any nominated player or substitute sustain an injury after the submission of the Official Team Sheet to the Referee and before the

kick-off, he may be replaced without fine if he is injured warming up after the exchange of the Official Team Sheet, provided the Referee and opponents are informed before the commencement of the match.

- (c) A maximum of seven substitutes may be nominated. A Club may at its discretion use three of those seven substitute players at any time in a match. Substitution can only be made when play is stopped for any reason and the Referee has given permission. Prior to the substitution being made the Club must identify to the Match Officials the number of the player out and the player in, in accordance with the Official Team Sheet.
- (d) All players shall be qualified as players according to these Regulations of the GFA and any other Regulations of the GFA.
- (e) All players must have been eligible to play in the original tie in order to play in a replayed or postponed match; however a player who has been suspended according to the disciplinary procedures under the Regulations of the GFA may play in a postponed or replayed match after the term of his suspension has expired.

16. VALIDITY OF PLAYERS' QUALIFICATION

- (a) The Disciplinary Committee shall have power to call upon a Player, and/or the Club to which he is registered, or for which he played, to prove that the Player is qualified according to these Regulations and any other Regulations of the GFA.
- (b) Failing satisfactory proof, the Disciplinary Committee may disqualify such Player, and may remove the Club from the FA Cup, and impose such other penalty as it considers appropriate. The Disciplinary Committee shall also have the power to impose penalties against Clubs already knocked out of the FA Cup.

17. MATCH PROGRAMME

A Match Programme or Team Sheet may be produced for spectators with details of both teams.

18. TEAM BENCHES

- (a) In all Rounds of the FA Cup, the number of Clubs' players and Officials seated on the team benches, in the designated technical area, must not exceed 14 persons including seven officials and seven substitute players.
- (b) Only one person has the authority to convey tactical instructions to the players during the match. This person shall be the Team Head Coach or the Team Assistant Coach. He is allowed to move within of the technical area to issue instructions to his team.
- (c) All Team Officials and substitutes seated on the bench shall be listed on the Official Team Sheet when it is submitted to the Match Officials. Only those persons listed on the Official Team Sheet shall be permitted in the technical area.

- (d) The occupants of the technical area must behave in a responsible manner at all times. Misconduct by occupants of this area will be reported by the Referee to the GFA and the Disciplinary Committee who shall have the power to impose sanctions as deemed fit.
- (e) With the exception of the Team Head Coach, the Team Assistant Coach and any substitutes who are warming up or warming down, all other personnel are to remain seated on the team bench.

19. PROVISIONS CONCERNING MATCH OFFICIALS

- (a) (i) Match Officials shall be appointed by the GFA. Neither past nor present members of either of the contending Clubs shall be eligible.
- (ii) In the FA Cup, a Reserve Official shall be appointed to officiate in the event of an appointed Match Official failing to arrive or being incapacitated.
- (b) The duties of the Match Officials shall be as defined in the Laws of the Game and the GFA Regulations.

20. ADMISSION TO MATCHES - SALE OF TICKETS

- (a) All persons must be admitted to the ground, enclosure and stands in all matches as directed by the FA Cup Committee.

21. DISTRIBUTION OF TICKETS

- (a) In all matches of FA Cup, tickets will be sold and distributed as directed by the FA Cup Committee.
- (b) *Right of entry and security*
 - (i) Wherever possible, match tickets should be overprinted with a hologram to help eliminate the possibility of counterfeit tickets.

22. PROCEEDS OF MATCHES

- (a) The net gate receipts due from a match shall be the total ticket sales for the match less expenses allowed (which include costs relating to gate attendants, turnstile operators, stewards, police charges, floodlighting in accordance with these Regulations, contributions to the costs of First Aid Helpers and any costs relating to clearing the ground is consulted beforehand on the approximate costs). The Executive Committee shall have the power from time to time to issue instructions as to what shall and shall not be allowed as a match expense.
- (b) Net gate receipts shall be divided as follows:
 - (i) In all FA Cup matches the net gate receipts of each match shall be shared as follows unless otherwise directed by the Executive Committee or the GFA Congress:

40% to the GFA.
25% to each Club.
10% to the Stadium or Grounds owner.

- (c) In cases where the gate proceeds are not sufficient to cover the entire expenses of the match, the deficit shall be paid as per the directions of the FA Cup Committee or the GFA.
- (d) Proper accounting systems and documentation for the control and recording of match receipts.
- (e) A clear audit trail must be available from the documentation to the entries recorded on the Statement of Account and the GFA share of the net proceeds paid to the GFA account within three (3) days after the match without failure.

23. MATCH EXPENSES

- (a) *Travelling Expenses*
 - (i) As a general rule, all Clubs shall bear their own travelling cost or expenses.
 - (ii) Depending on distance of travel of the Visiting Club, the GFA may provide support to a Club upon request.

24. DUAL INTERESTS AND ASSOCIATION

- (a) Save with the prior written consent of the Executive Committee, no Club may participate in the FA Cup at any stage where that Club is interested in another Club which is participating in the FA Cup or wishing to participate in the FA Cup (the "Second Club").
- (c) For the purposes of this clause, a Club or person, or associate of that person, shall be deemed to be interested in a Club if that Club, person or associate:
 - (i) holds or deals in (or has made any application to hold or deal in or underwrite any issue of) the securities or shares of that Club; or
 - (ii) is a member of that Club; or
 - (iii) is involved in any capacity whatsoever in the management or administration of that Club; or
 - (iv) has any power whatsoever to influence the financial, commercial or business affairs or the management or administration of that Club; or
 - (v) has lent money to or guaranteed the debts or obligations of that Club, otherwise than in the ordinary course of banking at arms length.
- (d) The holding or acquisition by any person (but not a Club) of not more than 10% of the issued share capital of any Club may be disregarded for the purposes of this clause provided that those shares are, in the opinion of the Executive Committee, held purely for investment purposes only.
- (e) For the purposes of this clause, an associate of a person shall be deemed to be:
 - (i) anyone of a close relationship with that person who, in the opinion of the Executive Committee, is or is likely to be acting with that person; or

- (ii) any company of which that person is a director or over which that person is able to exercise control or influence; or
- (iii) any person who is an employee or partner of that person or is in close relationship with any such employee or partner; or
- (iv) if that person or any associate of that person is a company, then any holding company or subsidiary of that company or a subsidiary of its holding company, or any director or employee of the company or any such holding company or subsidiary or person in a close relationship with any such director or employee; or
- (v) if that person has an agreement or arrangement (whether legally binding or not) with any other person in relation to the exercise of their voting power in a Club or in relation to the holding or disposal of their interests in a Club, then that other person.

25. PRIZE MONEY

- (a) Payments or Appearance Fees may be paid to the Clubs of each Round of the FA Cup. The sum paid shall be determined by the GFA from time to time.
- (b) Payment shall be made to the Winner and Runner-Up of the FA Cup of a sum determined by the GFA from time to time.
- (c) Clubs will be notified by the FA Cup Committee of payments due to them.
- (d) Where a Club defaults in making a payment to the GFA as required under any Regulations or Regulations of the GFA then the FA Cup Committee may deduct or withhold any such amount from payments due to the defaulting Club.
- (e) In the event that a club is found to have breached these Regulations the Disciplinary Committee may order the repayment of any Prize Fund won by such Club for the Rounds of the FA Cup in relation to which it is determined that the Club was in breach and the Disciplinary Committee may (in its absolute discretion) award the recovered Prize Fund to the Club(s) that were defeated in such earlier Rounds.
- (g) Where a Club (the Defaulting Club) defaults in making any payment due to the GFA, then the GFA shall be empowered to deduct the amount of any such payment from any distribution from payment (be that prize money) due to the Defaulting Club.

26. DOCUMENTATION

- (a) For each match hosted in the FA Cup it is the responsibility of the Accountant of the stadium owner, the representatives of the two Clubs and the Match Coordinator to retain the following documentation (the “documentation”):
 - (i) a copy of the signed Statement of Accounts Form.
 - (ii) a list of complimentary tickets issued.
 - (ii) copies of supporting documentation (eg invoices, wage payments to

gatemmen etc) for payments recorded as a deduction on the Statement of Account Form.

27. PROVISIONS FOR THE SEMI-FINALS

- (a) The FA Committee shall fix the ground for all Semi-Finals, and shall have direct control of the arrangements.
- (b) When the match is drawn after 90 minutes, an extra 30 minutes shall be played (15 minutes shall be played in each half).
- (c) When the match is drawn after extra time, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the procedure adopted by the International Football Association Board.

28. PROVISIONS FOR THE FINAL

- (a) The Association shall fix the ground for the Final and shall have direct control of the arrangements.
- (b) When the match is drawn after 90 minutes, an extra 30 minutes shall be played (15 minutes shall be played in each half).
- (c) When the match is drawn after extra time, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the procedure adopted by the International Football Association Board.

29. THE FA CUP / FINALISTS MEDALS

- (a) The FA Cup trophy is the property of the GFA. W hen the winning Club has been ascertained, the GFA shall **loan** the Cup to such Club, which shall be responsible for its return to the GFA on or before a day after the Quarter Final of the ensuing year in good order and condition. **The GFA reserves the right to request the return of the Cup at any time by giving seven days notice.** Should the Cup be lost, destroyed or damaged by fire or any other cause whilst under the care or custody of the Club the Club shall refund to the GFA the amount of its current insured value or the cost of thorough repair in addition to any other penalty which the Executive Committee may impose.
- (b) In addition to the FA Cup, the GFA shall present 35 medals each to playing staff and officials of both Clubs in the Final (gold medals to the Wining Club and silver medals to the Losing Club).

30. PROVISIONS CONCERNING PROTESTS

- (a) All issues relating to the interpretation of these Regulations shall be referred to the Executive Committee, whose decision shall, subject to Article 31, be final and binding. The Executive Committee shall consider any such matter in such manner and following such procedures as it considers appropriate.
- (b) Where a Club wishes to protest that there has been a breach of these Regulations, such protest must be made in writing (on the appropriate forms)

and must contain the particulars of the grounds upon which it is made. The protest must be received by the GFA Account Office, accompanied by the appropriate fee receipt **within two days** after the match to which it relates.

- (c) The Disciplinary Committee may make such orders as it considers appropriate in relation to any issue or Protest referred to it. The Disciplinary Committee may make such orders as it considers appropriate as to the costs incurred by the parties or the GFA.
- (d) Any protest relating to the ground, goal posts or bars or other appurtenances of the game shall not be considered by the Disciplinary Committee unless an objection has been lodged with the Referee at least one hour before the official time of the kick-off. The Referee shall require the Home Club to correct the cause of the objection, if this is possible without unduly delaying the progress of the match.
- (e) Where an objection has been lodged with the Referee and Home Club as above, a Protest must be made to Disciplinary Committee and neither objection nor protest may be withdrawn, except by leave of the Disciplinary Committee.
- (f) The GFA shall send a copy of any Protest to the Club protested against, which shall lodge a Statement of Defence to the Protest with particulars of the defence **within two days** of receipt of the protest. In the FA Cup the process of Reply to a Statement of Defence in the General Regulations shall not be used.
- (g) The Disciplinary Committee shall as a general rule dispense with personal hearing unless it deems it fit or expedient to do so.
- (i) A Club, or player or any person connected with the management of the Club **may be** summoned to attend at a hearing of a Protest if the Disciplinary Committee deems it fit to hold a hearing. A Club may be represented by one or more Club officials. Any person summoned to attend a hearing of a Protest must attend personally and shall only be represented by any person authorized by him or her.

31. PROVISIONS CONCERNING APPEALS

- (a) A Club that is expelled from the FA Cup may appeal against that decision to the Appeals Committee. Any such appeal shall only be permitted on one or more of the following grounds:
 - (i) The Disciplinary Committee misinterpreted or failed to comply with the procedures relevant to the hearing of the charge.
 - (ii) The Executive Committee or the FA Cup Committee came to a decision on the facts of the case which no reasonable body could have reached;
 - (iii) The Executive Committee imposed a sanction that is excessive.
 - (iii) Decisions of the Disciplinary Committee under these Regulations.
- (b) Any appeal must be made **within two days** upon receiving the decision.
- (c) The GFA shall send a copy of any Appeal to the other party (if any) which shall lodge a Statement of Defence to the Appeal with particulars of the defence **within two days** of receipt of the protest.

- (d) In the FA Cup, the process of Reply to a Statement of Defence in the General Regulations shall not be used

32. NOTICES

In addition to the correspondence provisions in the GFA Regulations, all notices required to be given to the GFA by any of these Regulations shall be addressed to the General Secretary of the GFA with the Secretary of the Cup Committee in copy via email to info@ghanafa.org and fa.cup@ghanafa.org and all notices to any Club participating in the FA Cup shall be addressed to the email provided by the Club on the Registration Form submitted.

33. APPLICATION OF GFA REGULATIONS AND DISCIPLINARY CODE

- (a) The Articles of the GFA Statutes, GFA General Regulations, GFA Regulations, the GFA Disciplinary Code and any other Regulations of the Ghana Football Association for the Premier League which are of general application including but not limited to Status of Players and Registration of players, Match Day Count Down, Pre-Match Technical Meeting, shall apply to the FA Cup mutatis mutandis.

34. PUNISHMENT

- (a) Where the Disciplinary Committee is satisfied that a club, a club official, a player, a match official or any other person or body has violated any provision in these Regulations, the Disciplinary Committee shall have power to impose any fine or cost or punishment on the defaulting club, club official, player, match official or any other person or body.
- (b) For the avoidance of doubt the Disciplinary Committee shall have power to impose an amount not less than One Thousand Ghana Cedis (GHc1,000) in addition to any other punishment specified in the GFA Disciplinary Code and the General Regulations of the GFA.
- (c) The Disciplinary Committee shall have power to impose fines, cost and punishment provided for the Premier League where no fines or cost or punishments have been specified for the FA Cup in the Statutes, the Regulation or the Disciplinary Code.

35. ADOPTION AND ENFORCEMENT

The GFA Congress adopted this FA Cup Regulations on 30th day of December, 2014 and came to force on the 30th day of December, 2014.
