



Women's Super League Football Handbook

Compliance
Requirements

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INTRODUCTION

- (A) The purpose of this Chapter is to outline requirements that each club must comply with as part of its participation in the Competitions.
- (B) It addresses the Key Minimum Requirements as well as specific additional requirements relating to facilities and stadia, player contact time, appearance and event requirements, corporate governance and club policies, and staffing requirements.

DEFINITIONS

In this Chapter:

"Applicable Data Protection Laws" means the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426 / 2003) (as amended by The Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011), Regulation (EU) 2016 / 679 (the **"EU GDPR"**), the EU GDPR as it forms part of the laws of England and Wales, Scotland and Northern Ireland by virtue of Section 3 of the European Union (Withdrawal) Act 2018 (the **"UK GDPR"**) and all other applicable laws and regulations relating to the protection of individuals with regards to the processing of Personal Data to which a Party is subject, including where applicable the guidance and codes of practice issued by the relevant regulatory body.

"Away Match" means a Match played or to be played by the Club which is designated by Leagues OpCo as an away fixture for the Club.

"Board" means the board of directors of Leagues OpCo and where reference is made to the Board taking or authorising any action, or to powers of the Board, such references shall be construed as being subject to Leagues OpCo's own internal company policies, rules and agreements.

"Branded Channels" means any branded channels, social media platforms, digital platforms and media players (including YouTube and other over-the-top services), in each case, operated by or on behalf of Leagues OpCo and / or for the Competitions and whether existing as at the date of the Participation Agreement or at any time during the Term, howsoever delivered.

"Broadcaster" means any party to whom Leagues OpCo may grant Broadcasting Rights and / or Leagues OpCo for the purposes of any Branded Channels.

"Catchment Area" has the meaning given in paragraph 3.6.1 of these Compliance Requirements.

"Club" has the meaning given to it in the Competition Rules (Chapter 1). Where reference is made to "each Club" or "the Club" it shall be construed as referring to "a Club" to whom the reference applies from time to time as the context requires.

"Club Budget" means a budget prepared by the Club in such format as is specified by Leagues OpCo from time to time.

"Club Community Organisation" means an entity in the Club's Catchment Area that delivers football in the community services for or on behalf of a men's Premier League or English Football League club in the Club's Catchment Area.

"Club Income" means any income generated by the Club.

"Club Key Staff" means the staff and personnel appointed by the Club pursuant to paragraph 3.8.2 of these Compliance Requirements.

"Club Sponsor" means those persons who, (i) as at the Effective Date have been granted Club Rights or Club League Rights (other than Leagues OpCo) by the Club for use during the Term; or (ii) are granted Club Rights or Club League Rights (other than Leagues OpCo) following the Effective Date by the Club for use during the Term. Any references to **"new Club Sponsors"** shall be a reference to those Club Sponsors under (ii) of this definition.

"Club Staff" means the individuals employed by or who provide consultancy services to the Club including, for the avoidance of doubt, Club Key Staff.

"Competition Rules" means the Competition Rules contained at Chapter 1 of the Leagues OpCo Handbook.

"Compliance and Development Report" means the document in a form specified by Leagues OpCo from time to time (including appendices) which the Club shall use to demonstrate its compliance with the Key Minimum Requirements and which is to be completed and submitted by the Club in accordance with these Compliance Requirements.

"Contact Time" means all forms of training and preparation including training sessions (on-pitch), physical development / strength & conditioning, match & training preparation and individual development but excludes match day and meal times.

"Cup Match" means a Match played or to be played in the Cup Competition.

"Effective Date" means 1 August 2025.

"Emerging Talent Centre" means a girls training centre licensed as such by The FA pursuant to the Emerging Talent Centre programme criteria as issued by The FA from time to time.

"Executive Operational Committee" means the sub-committee appointed by the Board to carry out the day to day management and administration of the Competitions.

"The FA Rules and Regulations" means all of the rules and regulations of The FA as amended from time to time including those set out in The FA Handbook but which shall not include the League Competition Regulations.

"First Team Player" means each Club Player registered for the Club's first team squad for the Competitions (the size of such squad to specified in the Competition Rules (Chapter 1)).

"Group Undertaking" means the meaning set out in section 1161(5) of the Companies Act 2006 and every statutory modification or re-enactment in force from time to time.

"Home Stadium" means the Club's Primary Home Stadium, Secondary Home Stadium, Main Stadium or such other stadiums as agreed with Leagues OpCo at which the Club shall play its Home Matches (as defined in these Compliance Requirements).

"Home Match" means a Match played or to be played by the Club which is designated by Leagues OpCo as a home fixture for the Club.

"Insolvency Policy" means the insolvency policy for, *inter alia*, the Competitions as updated by Leagues OpCo from time to time, as set out in Chapter 9.

"Intellectual Property Rights" means any and all patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property and intangible property rights, in each case whether registered or unregistered.

"Key Minimum Requirements" means the particular provisions of these Compliance Requirements (as may be amended by Leagues OpCo from time to time) defined as being the "Key Minimum Requirements".

"League Competition Regulations" means the rules and regulations implemented by Leagues OpCo from time to time and which include the following:

- (a) Competition Rules (Women's Super League, Women's Super League 2, & Women's League Cup)
- (b) Compliance Requirements
- (c) Broadcasting Regulations (Women's Super League)

- (d) Broadcasting Regulations (Women's Super League 2)
- (e) Stadium Regulations (Women's Super League)
- (f) Stadium Regulations (Women's Super League 2)
- (g) Insolvency Policy
- (h) Owners' and Directors' Test Regulations
- (i) Professional Game Academy Rules
- (j) Professional Game Academy Competition Rules

"League Competitions" means the Tier 1 League and the Tier 2 League, each of which is a "League Competition", owned and operated by Leagues OpCo pursuant to the Competition Rules.

"League Match" means a first team match played under the jurisdiction of Leagues OpCo in the League Competitions.

"League Partners" means any and all Official League Partners (as defined in the Commercial Rights and Regulations) Broadcasters, and other commercial sponsors, partners or licensees, together with any commercial, educational, charitable or community institution or entity appointed as a sponsor or partner for the Competitions by Leagues OpCo from time to time.

"Leagues OpCo" means Leagues OpCo Limited (company number 15731019) whose registered address is at Wembley Stadium, Wembley, London, United Kingdom, HA9 0WS, unless the Competitions become directly owned and operated by Women's Professional Leagues Limited (of which Leagues OpCo Limited is a wholly owned subsidiary), in which case such reference to Leagues OpCo shall refer to Women's Professional Leagues Limited.

"Leagues OpCo Handbook" means the single handbook of rules and regulations known as the League Competition Regulations.

"Main Stadium" means the stadium which has the largest capacity out of: (i) the Primary Home Stadium; (ii) the Secondary Home Stadium; or (iii) the main stadium used by any team affiliated with the Club (where applicable).

"Mandatory Minimum Maternity, Adoption, Paternity, Shared Parental Leave and Pay Requirements" means in relation to Club Players, and subject to compliance with all applicable laws, statutes and regulations from time to time in force,

- (a) Pay:

Subject always to the Club Player (and in the case of shared parental leave, the Club Player's partner) satisfying the general statutory eligibility requirements in force from time to time to take the relevant leave (but excluding the requirement to have minimum continuous employment), payment of 100% of the relevant Club Player's basic weekly wage (which shall be inclusive of any entitlement to statutory maternity, adoption, shared parental or paternity pay (as the case may be)):

 - (i) in the case of maternity leave or adoption leave: for the first 14 weeks of any period of maternity or adoption leave, with payment thereafter reverting to the applicable prescribed statutory rate set by government from time to time;
 - (ii) in the case of shared parental leave: for up to 14 weeks of any period of shared parental leave, with payment thereafter or otherwise payable reverting to the applicable prescribed statutory rate set by government from time to time; or
 - (iii) in the case of paternity leave: for the first eight weeks of any period of paternity leave.
- (b) Leave:

In the case of paternity leave: eight weeks.

In each case, for the avoidance of doubt, nothing shall require a Club to meet any requirements which conflict with applicable laws, statutes, and regulations from time to time in force.

"Matches" means League Matches and Cup Matches and "Match" shall be construed accordingly.

"Match Footage" means audio visual, audio and / or visual only footage of Matches played by the Club during the Term.

"Minimum Contact Time" means the minimum amount of Contact Time specified in paragraph 1.1 of these Compliance Requirements.

"Officer" means an individual who is required to make an Owners' and Directors' Declaration by Leagues OpCo.

"Owners' and Directors' Declaration" means a "Declaration" as that term is defined in the Owners' and Directors' Test Regulations (Chapter 10).

"Participation Agreement" means a participation agreement (as amended from time to time) entered into between a Club and Leagues OpCo under which Leagues OpCo grants the Club permission to participate in either Tier 1 or Tier 2 (as applicable), and the Cup Competitions.

"Participation Year" means in relation to the first "Participation Year" the period from the Effective Date to 30 June 2026 and any references to subsequent "Participation Years" shall be to each following 12-month period between 1 July to 30 June.

"Personal Appearance" means an appearance by a First Team Player or a Club Key Staff member for or on behalf of Leagues OpCo or a League Partner in their capacity as a player or a Club Key Staff member (as applicable) for the Club at promotional events, public relations exercises, or charitable or educational events where recording of audio and / or visual materials may be captured of the First Team Player or a Club Key Staff member (as applicable) and such materials may be incorporated and used in advertising and promotional materials including online, digital, television, radio and print advertisements for certain products and / or services and / or activities in accordance with the terms of the League Competition Regulations and the Participation Agreement.

"Personal Data" has the meaning given to it in the UK GDPR.

"Player" means any Contract Player, Non Contract Player or other football player who, subject to these Rules, plays or who is eligible to play for a Club in the Competitions.

"Player Development Pathway" means the programme of various competitions, coaching and support for female football players aimed at producing elite English female players to compete on the world stage.

"Pre-Season" means the period before a Season during which Club Players attend training sessions in preparation for the upcoming Season.

"Primary Home Stadium" means the Club's primary home stadium as set out in the Participation Agreement which shall be the first choice Home Stadium.

"Privacy Policy" means the privacy policy of the Club as may be updated by the Club from time to time.

"Professional Game Academy" or **"PGA"** means an academy licensed by Leagues OpCo to provide a training and playing environment for players of particular ages.

"Rectification Plan" means a plan submitted by the Club to Leagues OpCo that demonstrates a commitment, procedure and timetable for compliance with the Key Minimum Requirements which at the date of submission the Club is not complying with.

"Season" means the period specified by the Board in accordance with Rule 1.1.1 (Chapter 1) which shall be between the date in each football season on which the first Match is played until the date on which the last Match is played and references to [YYYY / YY Season] shall be construed accordingly.

"Secondary Home Stadium" means the Club's secondary home stadium as set out in (and used in accordance with) the Participation Agreement.

"Term" shall have the meaning given to it in clause 5.1 of the Participation Agreement.

"The FA" means The Football Association Limited (company number 00077797) which is the national governing body for football in England.

"Tier 1" means the top tier of women's league football in England organised by Leagues OpCo, currently known as the Barclays Women's Super League.

"Tier 2" means the second tier of women's league football in England organised by Leagues OpCo, currently known as the Barclays Women's Super League 2.

"Unacceptable Behaviour Policy" means the policy set out at Appendix 2 of these Compliance Requirements.

"Women's Professional Leagues Limited" means Women's Professional Leagues Limited (company number 15675947) whose registered address is at Wembley Stadium, Wembley, London, HA9 0WS.

1. PLAYER CONTACT TIME

1.1 The Club shall ensure that each First Team Player receives an amount of Contact Time appropriate for a professional footballer which at a minimum shall include (during both Pre-Season and the Season) Contact Time of at least 20 hours per week for Tier 1 Players and Tier 2 Players (the **"Minimum Contact Time"**).

1.2 Contact Time includes but is not limited to the time players spend in direct interaction with coaching staff, participating in team activities such as training sessions, tactical meetings, video analysis, gym work, and match preparations. It specifically excludes match day and meal times. For a senior women's team operating in a professional, high-performance environment, contact time typically includes the following:

- 1.2.1 Training Sessions (On-Pitch): Structured sessions that focus on style of play, tactical principles, technical skills, and football fitness, incorporating tactical, physical, and positional elements.
- 1.2.2 Physical Development / Strength & Conditioning: Time dedicated to recovery and regeneration (e.g. physical therapy) and strength or conditioning work in the gym.
- 1.2.3 Match & Training Preparation: Tactical meetings, video analysis, and strategic planning in advance of competitive matches and training sessions.
- 1.2.4 Individual Development: Sessions tailored to individual players, including video analysis, Individual Development Plans (IDP), nutrition and health education, team formulation, as well as personalized performance reviews and one-on-one coaching (including sports psychology sessions).

In high-performance settings, contact time is carefully managed to ensure a balance between intense work and adequate recovery, maximizing productivity to support optimal player development and performance.

1.3 The Club undertakes that:

- 1.3.1 the Minimum Contact Time shall take place between gam and 6pm;
- 1.3.2 all pitch based Minimum Contact Time shall:
 - (a) include goalkeeper coaching provided by the Goalkeeping Coach;
 - (b) include outfield player coaching provided by a FA Level 4 (UEFA A) coach (or such other qualification as specified by Leagues OpCo); and
 - (c) be attended by the Physiotherapist.

- 1.3.3 daily physical preparation training will be delivered for all First Team Players; and
- 1.3.4 the Doctor will be available for consultation during the Minimum Contact Time.
- 1.4 On request, the Club shall demonstrate to Leagues OpCo that all First Team Players (or who, in the case of Tier 2 Clubs are Contract Players (as defined in the Competition Rules)) are paid at least statutory minimum wage for all Contact Time they participate in.
- 1.5 In order to monitor compliance with the Club's Minimum Contact Time obligations under these Compliance Requirements, Leagues OpCo may appoint a representative to attend the Club's training ground at a time and date when the Club should be delivering Minimum Contact Time.
- 1.6 The Club shall not be informed of such time and date but the Club undertakes to grant access to, and cooperate with, Leagues OpCo's representative in such circumstances.

2. FACILITIES AND STADIA

- 2.1 The Club training ground shall, as minimum, have access to:
 - 2.1.1 a full size (at least 100 metres x 64 metres) grass pitch or 3G artificial pitch, with a separate training area for goalkeepers;
 - 2.1.2 adequate lighting for pitches;
 - 2.1.3 a high-quality, performance gym that is appropriately equipped to ensure that all aspects of physical development for female footballers can be trained. This is to include the relevant testing and monitoring equipment for all aspects of the Player's programme (power, strength, movement control, conditioning and rehabilitation);
 - 2.1.4 a changing room for Players and staff, with separate changing provision for male and female staff and Players and / or Match Officials under 18 years, or a process to manage this;
 - 2.1.5 adequate medical facilities (as determined by the Club's medical lead) including defibrillators and equipment for rehabilitation from injury;
 - 2.1.6 a meeting room for Players to use;
 - 2.1.7 adequate office space and equipment to meet the needs of Club Staff;
 - 2.1.8 adequate parking; and
 - 2.1.9 adequate storage space.

3. CLUB STRUCTURE AND CLUB STAFF

- 3.1 **Club Staff and Leadership**
- 3.2 In each Compliance and Development Report, the Club shall identify its vision and strategy for women's football and its personnel and leadership structure by:
 - 3.2.1 submitting a Club strategy document which outlines medium to long term vision and underpinning strategic pillars;
 - 3.2.2 submitting a contact list which includes all Club Staff, coaches, Club Players, and volunteers who provide regular services to the Club. This should identify all individuals by name, including full-time and part-time employees, the number of hours that they are contracted to work and any key volunteers; and
 - 3.2.3 identifying new roles which it aims to fill if the Club expands.

3.3 Corporate Governance

3.3.1 The Club warrants that on the Effective Date and throughout the Term:

- (a) it has and shall have and operate its own bank account; and
- (b) it is properly constituted as a separate legal entity capable of entering into commitments of a legal and binding nature. The Club will provide to Leagues OpCo copies of its certificate of incorporation and articles of association along with any other information reasonably requested by Leagues OpCo for such purposes.

3.3.2 In the Compliance and Development Report, the Club shall:

- (a) identify each person who:
 - (i) holds and / or has possession of the legal or beneficial interest in at least:
 - (A) 10% of the nominal value of the share capital in the Club; or
 - (B) 50% of the nominal value of the share capital in any Group Undertaking of the Club, or
 - (ii) has the ability to exercise the voting rights applicable to any shares or other securities in:
 - (A) the Club which confer in aggregate 10% or more of the total voting rights exercisable in respect of the shares or any class of shares in Club; or
 - (B) any Group Undertaking of the Club which confer in aggregate 50% or more of the total voting rights exercisable in respect of the shares or any class of shares in that Group Undertaking; and
- (b) provide an organisational structure chart which shows the information in paragraph 3.3.2(a) of these Compliance Requirements;
- (c) identify all directors and Officers of the Club. Any individual who is or is seeking to become an Officer of the Club must complete the Officers' and Directors' Test Declaration in a form specified by Leagues OpCo; and
- (d) identify any changes to the information in paragraphs 3.3.2(a) to 3.3.2(c) of these Compliance Requirements in the previous three years.

3.3.3 In addition to the Club's obligation to submit the information in the Compliance and Development Report, the Club shall within 7 days of a change in information in paragraphs 3.3.2(a) to 3.3.2(c) of these Compliance Requirements, notify Leagues OpCo of such changes.

3.4 Club Policies

3.4.1 The Club shall have in place each of the following policies:

- (a) Anti-doping;
- (b) Club Privacy Policy in accordance with Applicable Data Protection Laws;
- (c) Counter Terrorism;
- (d) Crowd Safety;
- (e) Environment And / or Sustainability;
- (f) Equal Opportunities;

- (g) Equality, Diversity And Anti-Harassment;
- (h) Event Safety;
- (i) Fire Safety
- (j) Health And Safety;
- (k) Maternity, adoption, parental, shared parental and paternity policy (which must meet, as a minimum, the Mandatory Minimum Maternity, Adoption, Paternity, Shared Parental Leave and Pay Requirements);
- (l) Medical;
- (m) Mental Health and Wellbeing;
- (n) Recruitment (in accordance with paragraph 3.11 of these Compliance Requirements);
- (o) Risk Management;
- (p) Safeguarding (in accordance with paragraph 3.5 of these Compliance Requirements);
- (q) Social Media;
- (r) Supporter engagement (in accordance with paragraph 3.14 of these Compliance Requirements);
- (s) Ticketing (in accordance with paragraph 3.15 of these Compliance Requirements);
- (t) Unacceptable Behaviour Policy at Appendix 2 of these Compliance Requirements; and

3.4.2 The above policies shall:

- (a) be compliant with all applicable laws and League Competition Regulations and The FA Rules and Regulations; and
- (b) relate specifically and only to the Club.

3.4.3 The Club shall ensure that each of its Club Players and its Club Key Staff is made aware of and understands these policies.

3.4.4 The Club shall also review the Insolvency Policy (Chapter 9) and the Club hereby acknowledges Leagues OpCo's rights set out therein.

3.5 **Safeguarding**

3.5.1 During the Term, the Club warrants and undertakes that it shall:

- (a) comply in full with the Leagues OpCo Safeguarding Standards (Appendix 3), embed safeguarding across all Club activity including, but not limited to, leadership and governance, education, event delivery and safer recruitment, have collective ownership of Safeguarding Children and Adult Policies and Procedures and ensure that all Club Staff are aware of their safeguarding responsibilities under those policies and procedures;
- (b) ensure that all Club Staff, Club Players and parents and carers of Club Players that are under 18 years old are made aware of the identity of the Designated Safeguarding and Player Welfare Officer and how to contact them;

3.5.2 Leagues OpCo and / or The FA will, at their discretion, conduct monitoring of the implementation of, and adherence to, The FA's Safeguarding Children Policy, Procedure and Regulations and the FA's Safeguarding Adult Policy and Regulations.

3.6 Catchment Area

- 3.6.1 The Club shall identify an area around its Primary Home Stadium from where it reasonably considers that it will attract spectators and new Club Players from (the "**Catchment Area**").
- 3.6.2 The Club shall provide evidence to Leagues OpCo to justify how its Catchment Area has been identified which shall include:
 - (a) population size of Catchment Area;
 - (b) geographical size of Catchment Area;
 - (c) extent of transport links (major roads, railway lines, airports).

3.7 Regional Partnerships

At all times throughout the Term the Club shall:

- 3.7.1 have a written agreement in place or a signed letter of support from a Club Community Organisation in its Catchment Area which records how the Club and the Club Community Organisation will work in partnership to develop and promote the women's game (at both junior and senior level) in their local community. The Club shall ensure that such agreement contains a provision which allows it to be shared with Leagues OpCo, The FA, Premier League and / or English Football League Trust if requested;
- 3.7.2 operate an Emerging Talent Centre or have in place a Player Development Pathway for 10 to 16 year olds which has been approved by Leagues OpCo; and
- 3.7.3 have an agreement in place with or a signed letter of support from (and provide Leagues OpCo with evidence of such):
 - (a) the Club's County Association (as defined in the Competition Rules (Chapter 1)); and
 - (b) with at least one further education and at least one higher education establishment.

3.8 Minimum Staffing Requirements

- 3.8.1 The Club shall at all times during the Term ensure that it has appropriate staff appointed for the proper running of the Club.
- 3.8.2 The Club shall ensure that at all times during the Term one or more individuals is appointed to each Club Key Staff role. The Club warrants and undertakes that all such individuals shall:
 - (a) have appropriate professional skills, qualifications and experience (in accordance with recognised industry standards and as a minimum as specified in the Job Specifications);
 - (b) be appointed to work for at least the time period (such as full time, part time or a work time equivalent) specified in the Job Specifications (and where more than one individual is appointed to the role this shall be calculated by reference to the aggregate time worked by such individuals);
 - (c) perform the obligations and outputs specified in the Job Specifications as applicable; and
 - (d) in respect of the Club's physiotherapist, and / or doctor, ensure that the Players have access to these staff members (or a suitable alternative) during Pre-Season, the Season, and following the end of the Season to ensure continuity of treatment and rehabilitation.
- 3.8.3 Leagues OpCo may from time to time communicate to Clubs role profiles for Club Staff (that are not Club Key Staff) that each Club is advised to hire. In respect of appointees to such advisory Club Staff roles (unless otherwise agreed by Leagues OpCo), the Club warrants and undertakes that all such individuals shall:

- (a) have appropriate professional skills, qualifications and experience (in accordance with recognised industry standards and the applicable role profile);
 - (b) be appointed to work for at least the time period (such as full time, part time or a work time equivalent) specified in the applicable Leagues OpCo role profile (and where more than one individual is appointed to the role this shall be calculated by reference to the aggregate time worked by such individuals); and,
 - (c) perform the obligations specified in the applicable role profile.
- 3.8.4 The role of Head Coach may not be undertaken by a person also undertaking the role (in whole or in part) of the Head of Women's Football and the role of Head of Women's Football may not be undertaken by a person also undertaking the role (in whole or in part) of the Head Coach.
- 3.8.5 In each Compliance and Development Report the Club shall disclose the contracted hours worked per week for Club Key Staff.
- 3.8.6 The Club shall also employ an individual or appoint an external third party to provide accountancy services to the Club who as a minimum must have one of the of the six Consultative Committee of Accountancy Body recognised qualifications (or such other qualification as specified by Leagues OpCo).
- 3.8.7 The job titles set out in the Job Specifications are considered defined terms for the purposes of these Compliance Requirements. However, the titles are indicative only. Clubs must appoint the necessary staff members to complete the relevant roles but may opt to use a reasonable, different job title.
- 3.8.8 On request by the Club, Leagues OpCo shall provide reasonable assistance to the Club in relation to the recruitment of Club Key Staff.
- 3.8.9 If the Club chooses to appoint a performance psychologist, a nutritionist or a wellbeing practitioner the Club warrants and undertakes that all such individuals shall:
 - (a) have appropriate professional skills, qualifications and experience (in accordance with recognised industry standards and as a minimum as specified in the Performance Support Regulations (Chapter 8)); and
 - (b) perform the obligations specified in the Performance Support Regulations (Chapter 8) as applicable.
- 3.8.10 The Club agrees that it will use reasonable efforts to ensure that appropriate Club Staff or other members of its support team attend Leagues OpCo led training sessions, as requested by Leagues OpCo on reasonable notice, and shall allow Leagues OpCo employees, officers and representatives to visit the Club as Leagues OpCo considers, acting reasonably, is appropriate for training, coach development and educational purposes.
- 3.8.11 In addition to the positions set out above the Club acknowledges that it shall sign up to and deliver The FA's 'Female Coach Placement Programme' and provide, at its cost, at least one full time placement opportunity to one person participating in the scheme. During the Term, the person participating in the programme shall be provided with the experience and opportunities to develop with a view to them being considered for a future full or part time position within the Club's coaching staff, aligned to the Club's succession planning strategy.
- 3.8.12 All Club Staff including volunteers (to the extent relevant to their respective role) must have passed an enhanced Disclosure and Barring Service ("DBS") check.
- 3.8.13 All Club Staff who undertake on pitch activities as part of their role should have undertaken safeguarding and first aid training.

3.8.14 The Club shall ensure that all Club Players have access to dental care, podiatry and other specialists and allied professionals as required by the Doctor.

3.8.15 The Club shall ensure that at least one member of Club Staff has completed a mental health first aid certificate.

3.9 **Staff Reporting Requirements**

3.9.1 The Club shall provide Leagues OpCo with reasonable evidence of its compliance with its obligations to employ the Club Key Staff (including complying with 3.8.6 above) in each Compliance and Development Report. Such evidence shall be in the form of copies of job specifications, professional certificates, current employment contracts, curriculum vitae and evidence of payments made for the relevant personnel (redacted to the extent necessary to comply with Applicable Data Protection Laws and confidentiality obligations, provided that despite such redaction, they evidence compliance with the relevant obligations) or in such other form as Leagues OpCo reasonably considers provides sufficient evidence of compliance.

3.9.2 The Club shall further inform Leagues OpCo promptly upon any Club Key Staff member leaving their position and provide details of any individual replacing that person, providing evidence of compliance with the requirements of these Compliance Requirements in relation to such individual within 10 days of any such change.

3.10 **Inductions**

3.10.1 The Club shall ensure that inductions, with multi-disciplinary input, including safeguarding, are delivered to all new Club Officials and that reviews are carried out with Club Officials at the end of their probation period.

3.10.2 The Club shall ensure that annual induction programmes with multi-disciplinary input, including safeguarding, are delivered to all Club Players and parents or carers of Club Players under the age of 18.

3.11 **Staff Recruitment**

The Club shall be signed up to and shall comply with the FA's Football Leadership and Diversity Code and have in place a policy and procedures for the recruitment of all Club Officials which includes:

3.11.1 recruitment timescales to ensure all Club Staff vacancies are filled, subject to being done so in a safe way, including obtaining suitable references, substantiating relevant qualifications, confirming identity and, where appropriate, DBS checks;

3.11.2 a range of recruitment channels and interview processes;

3.11.3 a succession plan for recruitment of all Club Staff roles; and

3.11.4 the Club's commitment to safeguarding, promoting the welfare of children and adults at risk, equality and diversity, and anti-discrimination, and the expectation for all Club Staff to share these commitments.

3.12 **Staff Reviews and Development**

3.12.1 All Club Staff shall have a:

(a) personal development plan;

(b) minimum of two staff performance reviews per Participation Year; and

(c) programme of training and CPD opportunities, including in respect of safeguarding (as may be prescribed by Leagues OpCo from time to time), equality and diversity, and anti-discrimination.

3.13 **Transition**

The Club shall ensure that it provides comprehensive, structured transitional support for all players leaving the Club and / or retiring from professional football. This support must include the following:

3.13.1 Transitional Conversation

The Club must arrange a mandatory transitional conversation with the Player within two weeks of their confirmed departure or retirement.

3.13.2 Individualised transitional support plan:

- (a) Career Development
- (b) Mental Health Support
- (c) Financial Planning and Guidance
- (d) Physical Health
- (e) Practical Needs

3.13.3 Initial Follow-Up Meeting

If any needs are identified during the transitional conversation, the Club must:

- (a) Offer a mandatory follow-up meeting within two months of the of the Player's exit or retirement.
- (b) Include relevant specialists (e.g. career support, performance well-being, mental health professionals, sport psychology, technical team sport science or financial planners) to address identified needs.

3.14 **Supporter Engagement**

Each Club shall have a supporter engagement policy. The supporter engagement policy shall be published on the Club's website and shall, as a minimum:

- 3.14.1 provide for consultation with supporters on a structured and regular basis, which may include through forums, questionnaires and focus groups; and
- 3.14.2 promote supporter and community liaison and provide for the establishment of liaison structures where none exist.

3.15 **Ticketing**

Each Club shall have a Match ticketing policy. The Match ticketing policy shall be published on the Club's website and shall, as a minimum:

- 3.15.1 confirm that the Club will make available for purchase (i) tickets for Home Matches and, in the case of Tier 1 Clubs, Away Matches; (ii) concessionary tickets; and (iii) Season tickets;
- 3.15.2 provide general information to the public about ticket availability and pricing;
- 3.15.3 provide details of the availability of seating for spectators with a disability; and
- 3.15.4 provide details of how tickets purchased for Matches that are abandoned will be dealt with.

4. APPEARANCE AND EVENT REQUIREMENTS

Each Club Player or, where applicable, a Club Key Staff member providing a Personal Appearance, attending a Media Event or Promotional Event or participating in a Broadcaster Player Access or Football Video Game Partner Access event, in each case, pursuant to these Compliance Requirement shall:

- 4.1.1 at all times use all reasonable endeavours to not act in any way that might bring Leagues OpCo into disrepute;
- 4.1.2 undertake to perform their obligations with all due care and skill and to the best of their ability;
- 4.1.3 not, without the prior written consent of Leagues OpCo, use or permit third parties to use any Intellectual Property Rights of Leagues OpCo nor shall they claim to work for Leagues OpCo; and
- 4.1.4 agree that Leagues OpCo or any League Partner shall be entitled to record or direct or permit others to record the Club Player or Club Key Staff (as applicable) by photograph, film or other media in the course of them carrying out their obligations at a Personal Appearance, Media Event or Promotional Event or as part of the Broadcaster Player Access or Football Video Game Partner Access, in each case, for transmission, display or use by Leagues OpCo or at its direction in relation to Leagues OpCo's public relations and commercial activities (including by League Partners).

Appendix 1: Key minimum requirements 2025 / 2026

Category	Heading of Key Minimum Requirement	Reference	Applicable Tier
Financial and Business Management	Staff and Leadership	Paragraph 3 of these Compliance Requirements	Tier 1 and Tier 2
	Corporate Governance	Paragraphs 3.3.1 and 3.3.2 of these Compliance Requirements	Tier 1 and Tier 2
	Club Policies	Paragraphs 3.4.1 and 3.4.2 of these Compliance Requirements	Tier 1 and Tier 2
Marketing and Commercial	Provision of match attendance data	Paragraph 13.4.4 of the Commercial Rights and Regulations (Part 1)	Tier 1 and Tier 2
Players, Staff and professional support and Youth Development	Head of Women's Football	Paragraphs 3.8.2 to 3.8.5 and 3.9.1 of these Compliance Requirements and the Job Specifications – Part 1, Performance Support Regulations (Chapter 8, Appendix 8)	Tier 1 and Tier 2
	Marketing Manager	Paragraphs 3.8.2 to 3.8.5 and 3.9.1 of these Compliance Requirements and the Job Specifications – Part 2, Performance Support Regulations (Chapter 8, Appendix 8)	Tier 1 and Tier 2
	Head Coach	Paragraphs 3.8.2 to 3.8.5 and 3.9.1 of these Compliance Requirements and the Job Specifications – Part 3, Performance Support Regulations (Chapter 8, Appendix 8)	Tier 1 and Tier 2
	Assistant Head Coach	Paragraphs 3.8.2 to 3.8.5 and 3.9.1 of these Compliance Requirements and the Job Specifications – Part 4, Performance Support Regulations (Chapter 8, Appendix 8)	Tier 1 and Tier 2
	Physiotherapist	Paragraphs 3.8.2 to 3.8.5 and 3.9.1 of these Compliance Requirements and the Job Specifications – Part 5, Performance Support Regulations (Chapter 8, Appendix 8)	Tier 1 and Tier 2
	Doctor	Paragraphs 3.8.2 to 3.8.5 and 3.9.1 of these Compliance Requirements and the Job Specifications – Part 6, Performance Support Regulations (Chapter 8, Appendix 8)	Tier 1 and Tier 2
	Physical Performance Coach / Strength & Conditioning Coach	Paragraphs 3.8.2 to 3.8.5 and 3.9.1 of these Compliance Requirements and the Job Specifications – Part 7, Performance Support Regulations (Chapter 8, Appendix 8)	Tier 1 and Tier 2
	Goalkeeping Coach	Paragraphs 3.8.2 to 3.8.5 and 3.9.1 of these Compliance Requirements and the Job	Tier 1 and Tier 2

Category	Heading of Key Minimum Requirement	Reference	Applicable Tier
		Specifications – Part 8, Performance Support Regulations (Chapter 8, Appendix 8)	
	Board Safeguarding Champion	Paragraphs 3.8.2 to 3.8.5 and 3.9.1 of these Compliance Requirements and the Job Specifications – Part 9, Performance Support Regulations (Chapter 8, Appendix 8)	Tier 1 and Tier 2
	Designated Safeguarding And Player Welfare Officer	Paragraphs 3.8.2 to 3.8.5 and 3.9.1 of these Compliance Requirements and the Job Specifications – Part 10, Performance Support Regulations (Chapter 8, Appendix 8)	Tier 1 and Tier 2
	Health And Safety Champion	Paragraphs 3.8.2 to 3.8.5 and 3.9.1 of these Compliance Requirements and the Job Specifications – Part 11, Performance Support Regulations (Chapter 8, Appendix 8)	Tier 1 and Tier 2
	Safety Manager (Matchday)	Paragraphs 3.8.2 to 3.8.5 and 3.9.1 of these Compliance Requirements and the Job Specifications – Part 12, Performance Support Regulations (Chapter 8, Appendix 8)	Tier 1 and Tier 2
	Accountancy services	Paragraph 3.8.6 of these Compliance Requirements	Tier 1 and Tier 2
	Player Contact Time	Paragraphs 1.1 to 1.4 of these Compliance Requirements	Tier 1 and Tier 2
	Professional Game Academy	Clause 3.1.3 of the Participation Agreement	Tier 1 and Tier 2
	Catchment Area	Paragraph 3.6 of these Compliance Requirements	Tier 1 and Tier 2
	Regional Partnerships	Paragraph 3.7 of these Compliance Requirements	Tier 1 and Tier 2

Appendix 2: Unacceptable Behaviour Policy

UNACCEPTABLE BEHAVIOUR TOWARDS PLAYERS

1. PURPOSE

- 1.1 [CLUB] ("**Club**") is committed to promoting and maintaining an environment in which all Players are treated fairly, with dignity and respect and where there is no Unacceptable Behaviour (as defined in this Policy).
- 1.2 The purpose of this Unacceptable Behaviour Policy ("**Policy**") is to establish guidelines as to what constitutes Unacceptable Behaviour and to set out a framework for Players to raise a complaint about any Unacceptable Behaviour they may witness or experience from any other Players or Club Staff.
- 1.3 The Club takes a strict approach to any breach of this Policy. Any incident of Unacceptable Behaviour will not be tolerated by the Club.
- 1.4 The Club acknowledges that in a professional, elite environment power imbalances exist between Players and Club staff.
- 1.5 This Policy is non-contractual and does not form part of a Player's terms and conditions of employment. It may be varied, withdrawn or amended at any time.

2. SCOPE

- 2.1 For the purposes of this Policy:
 - 2.1.1 "**Club Staff**" shall mean any individual employed by, or who provides consultancy services to, the Club; and
 - 2.1.2 "**Player**" shall mean any player that is registered to play for the Club, either under a written contract of employment with the Club or otherwise.

3. PRINCIPLES

- 3.1 The principles governing the Policy are that:
 - 3.1.1 all Players are treated fairly, with dignity and respect;
 - 3.1.2 the Club is a place in which diversity and differences are valued;
 - 3.1.3 the culture of the Club is one that is inclusive and where Players feel able to raise complaints without fear of reprisal, and open and constructive communications are encouraged; and
 - 3.1.4 acts of discrimination, exclusion, unfair treatment and other negative or demeaning behaviours are not tolerated.
- 3.2 Any incident of Unacceptable Behaviour can result in:
 - 3.2.1 An unpleasant atmosphere which makes it harder to retain Players or Club Staff, and attract new ones.
 - 3.2.2 An increase in sickness and absence.
 - 3.2.3 A reduction in productivity or performance.
 - 3.2.4 Poor morale and unhappy individuals.
 - 3.2.5 Damaged reputations for either the Club or Player.

- 3.2.6 Legal action (which may be against the Club or the person accused of displaying the Unacceptable Behaviour).

4. WHAT CONSTITUTES UNACCEPTABLE BEHAVIOUR?

4.1 Unacceptable Behaviour includes, without limitation:

- 4.1.1 bullying; and / or
- 4.1.2 harassment (including sexual harassment); and / or
- 4.1.3 abuse; and / or
- 4.1.4 victimisation; and / or
- 4.1.5 sending persistent and unwanted communications where these communications are unrelated to the Player's professional role;
- 4.1.6 any other unlawful conduct based on race, colour, sexual orientation, nationality, ethnic origin, religion, belief, disability, age, gender or gender reassignment, trade union membership, pregnancy or maternity or marital or civil partnership status or any other criteria unrelated to sporting performance (each a "**Protected Characteristic**").

4.2 It is important to recognise that what one individual may find acceptable, another may not and that the essence of Unacceptable Behaviour is that the words, actions, conduct or behaviour are unwelcome.

4.3 Bullying

- 4.3.1 Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person or group of people feel vulnerable, upset, humiliated, undermined or threatened. Power can include both personal strength and the power to coerce through fear or intimidation.
- 4.3.2 Bullying can take many forms, including but not limited to:
 - (a) verbal abuse, such as shouting or swearing at others;
 - (b) threatening or insulting others;
 - (c) abusing power or using unfair penal sanctions;
 - (d) physical abuse such as hitting, pushing or jostling;
 - (e) rifling through, hiding or damaging personal property; or
 - (f) ostracising or excluding people from events or social activities.
- 4.3.3 Justifiable, legitimate, reasonable and constructive criticism of a Player's performance or behaviour, or reasonable instructions given to Players, where appropriate, will not amount to bullying on their own.

4.4 Harassment (including sexual harassment)

- 4.4.1 Harassment is any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment for them.
- 4.4.2 A single incident can amount to harassment.
- 4.4.3 Harassment can also include treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.

- 4.4.4 Unlawful harassment may involve conduct of a sexual nature (sexual harassment); or may be related to a Protected Characteristic.
- 4.4.5 Harassment will be considered as Unacceptable Behaviour even if it is not unlawful harassment.
- 4.4.6 A person may be harassed even if they were not the intended target. For example, a person may be harassed by a racist joke about a different ethnic group if the joke creates an offensive environment.
- 4.4.7 Harassment can take many forms including but not limited to:
 - (a) verbal abuse or offensive jokes or pranks (which may or may not be related to a Protected Characteristic);
 - (b) lewd or suggestive comments; requests for sexual favours or other unwelcome sexual advances;
 - (c) unwelcomed physical contact; threatened or actual assault or violence;
 - (d) leering, or threatening looks;
 - (e) deliberate exclusion from conversations or activities whether on the basis of a Protected Characteristic or otherwise;
 - (f) display of 'pin-ups', pornography, inflammatory or abusive literature or graffiti;
 - (g) using e-mail, messaging platforms or social media for the purpose of bullying or making abusive or offensive remarks whether on the basis of a Protected Characteristic or otherwise or to send pornography or inflammatory material;
 - (h) threatened or actual sexual or any other physical or verbal assault or abuse;
 - (i) suggestions or threats that sexual favours, racial origins or any other Protected Characteristic could affect a Player's job security or prospects; or
 - (j) repeated and unsubstantiated accusations of intentional mis-representation or abuse of classification.
- 4.4.8 Examples of inappropriate conduct of a sexual nature could include, without limitation:
 - (a) intentional touching of a sexual nature, with an object or a body part without consent;
 - (b) engaging in voyeurism without consent; or
 - (c) recording or photographing a private sexual activity or a person's intimate parts without their consent.

4.5 Abuse

- 4.5.1 Abuse may be of any form of conduct that causes, has caused, or could cause harm (including physical, verbal, psychological and / or emotional abuse).
- 4.5.2 Examples could include, without limitation:
 - (a) repeated and excessive verbal assaults or attacks against someone personally in a way that serves no positive training or motivational purpose;
 - (b) repeated or severe physical aggressive behaviour, including without limitation throwing sports equipment and / or objects at or in the presence of others, punching objects;
 - (c) isolating or ignoring a Player for extended periods of time, including without limitation routinely and arbitrarily excluding a Player from training or treatment;

- (d) isolating a Player in a confined space or forcing a Player to hold a painful stance or position for no performance related purpose;
- (e) withholding, recommending against or denying adequate hydration, medical attention or sleep;
- (f) providing alcohol to a Player under the legal age for alcohol consumption; or
- (g) encouraging or allowing a culture of hazing / initiation.

4.6 **Victimisation**

- 4.6.1 Victimisation is retaliation against someone who has complained, intends to complain, or has supported someone else's complaint about Unacceptable Behaviour.
- 4.6.2 An example of victimisation is isolating a person because they have provided evidence in support of someone making a complaint under this Policy.

4.7 **Other unlawful conduct based on a Protected Characteristic - Direct discrimination**

- 4.7.1 Direct discrimination is treating someone less favourably because of a Protected Characteristic. This can also include 'associative discrimination' where a person is treated less favourably because of their association with a person who has a Protected Characteristic.
- 4.7.2 Direct discrimination can also include 'perception discrimination' where a person is treated less favourably because of a mistaken belief that they have a Protected Characteristic.
- 4.7.3 Examples of direct discrimination can include treating someone less favourably because:
 - (a) their parents are a gay or lesbian couple;
 - (b) they have young children and it is feared that they might be unreliable;
 - (c) they are Muslim and it is feared that person will not "fit in" with an existing team; or
 - (d) they are a lesbian, or it is assumed that they are a lesbian.

4.8 **Other unlawful conduct based on a Protected Characteristic - Indirect discrimination**

- 4.8.1 Indirect discrimination is having in place a provision, criterion or practice that applies to everyone but adversely affects people with a particular Protected Characteristic more than others, and is not justified.
- 4.8.2 Examples of indirect discrimination can include:
 - (a) requiring everyone's attendance at a weekly event that those who are Jewish may not be able to attend; or
 - (b) imposing a language requirement where it is not relevant to the particular task.

5. **RAISING A COMPLAINT**

- 5.1 If a Player believes they have witnessed or experienced Unacceptable Behaviour, the Player may, in the first instance, seek to resolve the matter informally. If the matter is unable to be resolved informally or the Player does not wish to do so, the Player shall refer to the formal grievance procedure set out in the Player's employment contract; or, if there is no such procedure, follow the process set out below:
 - 5.1.1 The Player shall notify the Head of Women's Football of the Club in the first instance, who may require the Player to put their complaint in writing. If for whatever reason a Player is uncomfortable reporting the concern or complaint to the Head of Women's Football (including, for example, if the Head of Women's Football is involved or otherwise implicated in the complaint), the Player should follow the Club's own

internal policies and / or seek advice from: (i) an executive of the Club; and / or (ii) from an independent advisor.

5.1.2 A reasonable investigation will take place.

5.1.3 The Head of the Women's Football of the Club will notify the Player in writing of the outcome of the investigation.

5.1.4 If the grievance is not determined to the Player's satisfaction, the Player may, within fourteen (14) days of receipt of the outcome of the investigation, give written notice to the Head of Women's Football of the Club that the Player wishes for the matter to be considered by the board of the Club (or any duly authorised sub-committee thereof).

5.1.5 The matter shall then be dealt with at the next convenient meeting of that body and in any event within fourteen (14) days of notice being received by the Head of Women's Football of the Club.

5.1.6 If the Player is not satisfied with the decision of the Club's board of directors (or any duly authorised sub-committee thereof) the Player may within fourteen (14) days of receipt of the decision appeal that decision to the Executive Operational Committee of the Barclays Women's Super League ("WSL") and the Barclays Women's Super League 2 ("WSL 2") who shall either determine the matter itself or refer it to an independent tribunal appointed by Sport Resolutions UK for determination in accordance with the procedure set out in Rule 3.9 of the Competition Rules (Chapter 1) regarding appeals (notwithstanding the fact that there is no right of appeal in respect of decisions made under this policy in the Competition Rules). In this regard, references in Rule 3.9 to "a right of appeal prescribed in these Rules" shall instead be read as "a right of appeal in respect of the 'Unacceptable Behaviour Towards Players Policy'". Where the matter is referred to an independent tribunal, there shall be an appeal fee of £2,500 (exclusive of VAT), which may be subject to increase.¹

5.2 During any investigation into a complaint, or following its determination, the Club may decide that it is appropriate to engage in a formal disciplinary procedure against the individual that is the subject of the complaint.

5.3 Non-compliance with any investigation into a complaint and / or disciplinary process will be deemed to be a breach of this Policy which will result in appropriate disciplinary action.

5.4 The Club will not tolerate any form of retaliation against, or victimisation of, any person involved in the raising of a complaint. Such retaliation or victimisation will constitute Unacceptable Behaviour. If a Player believes they have been victimised or suffered from any retaliation, the Player should raise this through the formal grievance procedure.

5.5 False accusations of Unacceptable Behaviour can have a serious effect on innocent people. If an investigation shows that a false accusation has been made knowingly, appropriate disciplinary action will be taken.

6. REPORTING SAFEGUARDING CONCERNS

All incidents of unacceptable behaviour towards a Player under the age of 18 must be reported in line with the Club's Safeguarding Children policy and procedure.

¹ The figure of £2,500 is calculated on the basis of: (i) £1,500 inclusive of reading (1 / 2 day), sitting (1 day) and drafting a decision (1 / 2 day) (with additional time charged at £750 per day); plus (ii) £1,000 in respect of up to 12 hours of administrative support provided by Sport Resolutions (additional time charged at £95 per hour). All figures are exclusive of any applicable VAT.

7. CONFIDENTIALITY AND RECORD KEEPING

Confidentiality is an important part of the procedures provided under this Policy. Where practicable, details of the investigation and relevant persons will remain confidential and only be disclosed according to need.

Appendix 3: WSL Football Safeguarding Standards

Standard 1 - Leadership, governance and culture

Safeguarding is embedded in organisational leadership, governance and culture

1.1 There is demonstrable top-level commitment to safeguarding which promotes practice and behaviours that value children and adults at risk, creates a culture of accountability and drives continual improvement

Clubs are required to:

- have a robust and transparent safeguarding governance framework to drive accountability and continual improvement;
- ensure that the rights, safety and wellbeing of children, adults at risk and players are embedded in organisational values, strategic priorities and delivery plans;
- ensure that adequate resources are devoted to implementing effective safeguarding measures;
- ensure that appropriate action is taken when policies and procedures have been breached;
- have a safeguarding risk register and risk management plan to implement effective procedures to systematically identify, mitigate and monitor organisational and departmental safeguarding risks;
- implement measures to monitor and evaluate the effectiveness of safeguarding arrangements and make improvements as appropriate;
- ensure there are effective lines of communication between the Board and the Safeguarding & Player Welfare Officer*;
- ensure that safeguarding is a standing or regular Board meeting agenda item.

* this responsibility may sit with a Senior Safeguarding Manager or Head of Safeguarding if in post from existing club structures.

Safeguarding & Player Welfare Officer:

- leads on delivery of the Club's strategic** and / or operational safeguarding priorities
- ensures that the Club's Board** is kept apprised of incidents / allegations, themes and trends, progress of work to meet strategic safeguarding priorities, current and emerging risks and the effectiveness of risk mitigation measures.

**this responsibility may sit with a Senior Safeguarding Manager or Head of Safeguarding if in post from existing club structures.

The Club's Board:

- takes responsibility for ensuring that safeguarding measures are consistent with football authority regulations, legislation, statutory guidance and current best practice;
- monitors the effectiveness of work to meet strategic safeguarding priorities;
- monitors safeguarding risk and the effectiveness of mitigation measures;
- assures itself that safeguarding arrangements are effective and informed by risk and learning; and
- actively champions safeguarding and contributes to raising safeguarding awareness

Culture

- The Club's Board drives a culture of safeguarding vigilance and continual learning.
- Safeguarding is recognised and delivered as a shared responsibility at all levels.
- Everyone champions attitudes, behaviours and practices that respect rights and promotes safety and wellbeing.
- Everyone demonstrates awareness of, and confidence in, the Club's approach to safeguarding, including confidence in reporting concerns

1.2 There is a safeguarding strategy and an adequately resourced implementation plans

Clubs are required to:

- have a long-term safeguarding strategy to guide priorities and to drive continual improvement;
- ensure that strategic safeguarding priorities are aligned to organisational strategic priorities and are informed by risk, learning and meaningful stakeholder consultation (see Safeguarding Standard 7);
- have an adequately resourced implementation plan with SMART objectives

STANDARD 2 – ROLES AND RESPONSIBILITIES

While the Club's Board is ultimately responsible for ensuring that there are effective safeguarding measures in place, there is a clear expectation that safeguarding is everyone's responsibility

2.1 There are dedicated staff with specific strategic and operational safeguarding responsibilities.

Required roles:

Board-level representative who holds leadership responsibility for the Club's safeguarding arrangements (e.g. Board Safeguarding Champion – template role profile is set out in the Job Specifications, Part 9)

- Safeguarding & Player Welfare Officer responsible for raising safeguarding awareness within the Women's Team in collaboration with or under the supervision of a club Head of Safeguarding or Senior Safeguarding Manager. This post holder must be a dedicated full-time position – template role profile is set out in the Job Specifications, Part 10.

2.2 There is a clear expectation and understanding that safeguarding is everyone's responsibility.

Clubs are required to:

- ensure that policies, procedures and training make clear that safeguarding is everyone's responsibility;
- ensure that all staff role descriptions clearly define safeguarding responsibilities;
- empower staff through procedures and training to exercise their professional judgment in identifying safeguarding risks and acting to protect the safety and wellbeing of children, adults at risk and players.

STANDARD 3 – PREVENTION: POLICIES, PROCEDURES AND PRACTICE

There are robust safeguarding and related policies and procedures in place to promote and protect the rights, safety and wellbeing of children and adults at risk

Policies and procedures

3.1 There are robust safeguarding policies and procedures in place.

Clubs are required to:

- have robust safeguarding policies and procedures that are consistent with relevant legislation, statutory guidance, international treaties, FA and Women's Super League Football Limited regulations and guidance;
- ensure safeguarding is embedded in associated policies and procedures, for example, recruitment and selection, procurement, IT acceptable use, care and accommodation, complaints, whistleblowing, discipline, data protection, domestic abuse, mental health and wellbeing, equality, diversity and inclusion;
- ensure that safeguarding and related policies and procedures are reviewed every two years or whenever there is a significant incident or change within the Club, or changes to relevant legislation, statutory or football authority guidance.

Standards of practice and behaviour

3.2 The Club promotes and maintains high standards of behaviour and practice.

Clubs are required to:

- have standards of practice and behaviour for all employed, commissioned or contracted persons (whether in a paid or voluntary capacity);
- have codes of conduct / behaviour expectations for parents, carers and spectators;

- have behaviour policies for children, adults at risk and players. which acknowledges behaviour as a form of communication, includes appropriate sanctions and prioritises educational and supportive responses;
- ensure that where there are concerns about behaviour, assessments are undertaken to determine whether there are any underlying factors requiring protective and / or supportive intervention.

Safer Recruitment

3.3 There are robust safer recruitment procedures in place to prevent unsuitable individuals from working with, having access to, or influence over children and adults at risk.

- Clubs are required to ensure that procedures and practices are consistent with Safer Recruitment guidance as outlined by The FA and relevant legislation and statutory guidance.

Creating safe experiences

3.4 The Club ensures that physical and online environments promote safety and wellbeing while minimising the opportunity for children, adults at risk and players to be harmed and / or exposed to harmful or inappropriate behaviour, materials or content.

- Clubs are required to ensure that procedures and practices are consistent with guidance as outlined by The FA, relevant legislation and statutory guidance.
- Safeguarding considerations, in line with policy and procedure, are embedded in to match day and event day processes, including planning, delivery and briefings.

Additional needs and vulnerability

3.5 There are robust measures for identifying, meeting and monitoring additional needs and vulnerability.

Clubs are required to:

- implement effective measures to proactively identify, meet and monitor additional needs and vulnerability;
- maintain an evidence-based and flexible approach to additional needs and vulnerability, for example, family life and experiences, adverse childhood experiences, involvement with statutory services, how protected characteristics may impact life experience, learning needs, disabilities, physical or mental health issues;
- maintain accurate records of additional needs and vulnerability, the support provided and liaison with partners, for example, with schools and statutory services.

Care and accommodation

3.6 There are robust governance measures, policies and procedures in place for care and accommodation arrangements.

Clubs are required to:

- have robust care and accommodation policies and procedures which:
 - reference associated Club policies and procedures, for example, recruitment and selection / safer recruitment, safeguarding, concern and allegation management, data protection, complaints and whistleblowing;
 - align with statutory guidance on housing and private fostering regulations;
 - ensures safeguarding oversight of risks, mitigation measures and effectiveness of these;
 - includes effective multidisciplinary involvement (including safeguarding representation) to identify, meet and monitor the needs of children placed with care and accommodation providers;
 - details all procedures to be followed and includes safeguarding expertise in recruitment and selection (in line with safeguarding standard set out in 3.3) of care and accommodation providers, suitability assessments, matching and placements, recording and data protection, monitoring and suitability reviews. These assessments must consider, but not limited to:
 - the suitability of prospective care and accommodation providers;

- potential conflicts of interest and risk associated with employees caring for and accommodating children or sharing accommodation with adult players;
- the adequacy of the facilities being offered, including children having their own bedrooms;
- ensures safeguarding leads the response to safeguarding concerns and allegations and that safeguarding is involved in reviewing all complaints against care and accommodation providers and / or decisions to terminate services;
- ensure there are contractual agreements with care and accommodation providers which include safeguarding obligations;
- ensure that prior to placing any child in their care, care and accommodation providers are inducted in accordance with the requirements set out in Safeguarding Standard 4.1 and ensure that accurate records are maintained;
- ensure that matching processes and placement plans take account of specific needs and include meaningful consultation with children and their parents / carers. Additionally, there must be accommodation providers as part of suitability measures to seek their feedback on care and review procedures and have their views considered when determining if a placement is to be sustained or changed;
- have documented individual placement plans with quality recording detailing how children placed with care and accommodation providers will be cared for and demonstrate how specific needs have been considered and will be met;
- ensure that placements are monitored and reviewed, including through stakeholder consultation and documented scheduled and unannounced visits by identified staff;
- ensure there is effective communication and partnership working between the Club, care and accommodation providers, children and their parents / carers; and
- proactively monitor the effectiveness of care and accommodation policies, procedures and risk mitigation measures, and make improvements as appropriate

STANDARD 4 – EDUCATING AND EMPOWERING

Everyone is trained and empowered to fulfil their safeguarding responsibilities, to access support and report concerns

4.1 Everyone is made aware of their safeguarding responsibilities and the Club's expectations when commencing their role.

Clubs are required to:

- o implement a robust induction process including training which includes familiarisation with policies and procedures, expected standards of practice and behaviour, the role and responsibilities of designated safeguarding staff and how to contact them as well as out of hours contacts;
- o ensure completion of the FA's e-learning module (or an appropriate equivalent e.g. other football authority training as agreed by Leagues OpCo) before commencing their role or as part of the induction process;
- o ensure that staff are provided with any Club guidance on Safer Working Practice

4.2 There is a clear commitment to developing a workforce who are competent and empowered to create safe environments, recognise safeguarding concerns and risks, and to take appropriate action to protect the safety and wellbeing of children, adults at risk and players.

Clubs are required to:

- o have a safeguarding workforce development plan which ensures that all employed, commissioned or contracted persons (whether in a paid or voluntary capacity) receive regular safeguarding training commensurate with their responsibilities;
- o ensure the workforce development plan includes:
 - Club Board members / directors
 - Safeguarding and player welfare officer receives annual continuing professional development;
 - staff involved in recruitment and selection procedures receiving safer recruitment training refreshed every three years;
 - all first team staff and professional players receive safeguarding, integrity and equality training.

- training which supports a trauma-informed understanding and approach.
- ensure that the single central record holds accurate safeguarding training attendance records;
- implement measures to assess the effectiveness of the safeguarding workforce development plan;
- regularly review and update the safeguarding workforce development plan taking risk, themes / trends, learning, changes to legislation and statutory guidance, football authority requirements and guidance, and stakeholder feedback into consideration

4.3 Children, adults at risk and players are informed about their rights and are empowered to access support and report concerns

Clubs are required to:

- ensure that children and their parents / carers, adults at risk, and players are familiar with safeguarding policies and procedures, they understand the role and responsibilities of the Safeguarding and Player Welfare Officer and how to contact them to access support and / or report concerns;
- ensure professional game academy players who train or play up with the first team are provided with information on the Safeguarding and Player Welfare Officer, codes of conduct and how to access support and report concerns;
- ensure players, parents / carers, care and accommodation providers and other parts of the game (e.g. Professional Game Academies) are included as key stakeholders in safeguarding communication plans and awareness raising measures.

4.4 Safeguarding, complaints and whistleblowing policies and procedures are accessible and widely promoted.

Clubs are required to

- ensure that safeguarding, complaints and whistleblowing procedures are easily understood and widely promoted.

STANDARD 5 – PROTECTION

There are effective measures in place for responding to safeguarding concerns and allegations

Policies and procedures

5.1 There are robust and widely promoted policies and procedures for reporting and responding to all types of concern.

Clubs are required to:

- have effective procedures for responding to concerns about the safety and welfare of players, children and adults at risk, allegations and low-level concerns;
- have safeguarding recording standards;
- have complaint and whistleblowing procedures

Recording system

5.2 There is an effective electronic case management system for recording and tracking safeguarding concerns and allegations.

Clubs are required to:

- have an electronic safeguarding concern management system or process which as a minimum:
 - allows direct recording / reporting by staff
 - alerts safeguarding staff immediately as concerns are reported;
 - is compliant with data protection requirements and enables restricted access;
 - allows for data to be captured to support analysis of trends

Practice

5.3 The Club's response to safeguarding concerns and allegations is robust.

Clubs are required to:

- ensure that policies and procedures are consistently implemented;
- act in the best interests of, and provide effective protection for players, children and adults at risk;
- ensure that persons involved in the implementation of safeguarding concern and allegation management procedures have the necessary skills and expertise;
- ensure that views expressed by players, adults at risk, children and their parents / carers relating to safeguarding, welfare or wellbeing matters are recorded in case records;
- ensure case records demonstrate sound professional judgment, defensible decision-making and how the voices / views of players, adults at risk, children and their parents / carers have been considered;
- ensure that affected individuals have access to appropriate and timely support and that identified needs and interventions are monitored / regularly reviewed and adapted, as appropriate;
- ensure that support provided in respect of safeguarding, welfare or wellbeing matters is accessible, inclusive and responsive to diverse needs, and monitored / regularly reviewed and adapted, as appropriate;
- consult with, and where necessary, make quality referrals to statutory agencies;
- consult with, and where necessary, make quality referrals to The FA and Women's Professional League Limited in accordance with FA regulations;
- implement measures to identify and implement learning;
- ensure the Board receives regular anonymised information about safeguarding concerns, allegations, risks and themes / trends.

STANDARD 6 – WORKING TOGETHER

Working together underpins the Club's approach to promoting and protecting the rights, safety and wellbeing of children and adults at risk

6.1 There is a collaborative and cohesive approach to promoting and protecting the rights, safety and wellbeing of children, adults at risk and players.

Clubs are required to:

- implement robust interdisciplinary approaches (including safeguarding expertise) to:
 - identify, mitigate and monitor safeguarding risks;
 - identify, meet and monitor the needs of children, adults at risk and players engaged in Club activities, for example, additional needs and vulnerability, behaviour, mental health and wellbeing to enable the early identification of needs / concerns and to provide effective support and protection; and
 - promote and embed inclusive, equitable and rights-respecting practices
- ensure that safeguarding is embedded in player loan and transition processes.

6.2 There are effective safeguarding due diligence and quality assurance measures embedded in partnerships, commissioned services, licensed and affiliated activities that involve attendance by, or participation of, children and / or adults at risk.

Clubs are required to:

- have and implement an effective safeguarding due diligence policy and procedure which details measures for assessing the adequacy of prospective partner safeguarding and safer recruitment procedures and practices, including the approach to identifying, mitigating monitoring risk;
- ensure that contractual agreements have robust safeguarding clauses, including consequences where safeguarding obligations are not met;
- ensure there is clarity on which policies and procedures must be followed;
- ensure that partners and service providers are trained in the procedures they are required to adhere to;

- implement quality assurance measures to ensure compliance;
- ensure appropriate action is taken where safeguarding obligations are not met.

STANDARD 7 – LISTENING CULTURE

There is a culture that promotes listening to and acting on the experiences and views of stakeholders to drive continual improvement to drive continual improvement

7.1 The Club proactively seeks and acts on feedback from stakeholders on a regular basis to strengthen its safeguarding arrangements.

Clubs are required to:

- provide a range of safe and inclusive opportunities for staff and relevant stakeholders to form and express their views and share concerns;
- demonstrate that the views and concerns of staff and relevant stakeholders are acted upon, as appropriate;
- ensure that staff and relevant stakeholders receive feedback in a timely manner;
- provide opportunities for staff and relevant stakeholders to participate in the review and evaluation of consultation measures.

7.2 There is a culture of listening to children, adults at risk and players and taking account of their experiences and views in individual decisions and to inform enhancements to the Club's approach to promoting and protecting their rights, safety and wellbeing.

Clubs are required to:

- implement a systematic approach to understanding whether children and their parents / carers, adults at risk, and players feel safe and identify barriers which may increase vulnerability and prevent them from speaking out. This includes supporting staff to be curious about possible needs being communicated through behaviour;
- implement a systematic approach to ensure that children and their parents / carers, adults at risk, and players feel able to raise concerns and feel listened to when they do so;
- ensure staff understand children's right to participate meaningfully in decisions that affect them, and what this means in practice;
- provide a range of safe, inclusive and age-appropriate opportunities to form and express views and share concerns;
- demonstrate how the views of children and their parents / carers, adults at risk, and players have been considered in procedural and practice changes;
- ensure age-appropriate and accessible feedback is provided in a timely manner;
- provide opportunities to participate in the review and evaluation of consultation measures.