# FOOTBALL KENYA FEDERATION

RULES AND REGULATIONS GOVERNING KENYAN FOOTBALL (2019)



## **Definitions of Terms and Phrases.**

Except where the context otherwise requires, the terms given below denote and / or mean what is hereafter stated. Terms referring to natural persons are applicable to both genders. Any term in singular applies to the plural and vice versa.

Branch:	A geographical entity created and defined under the FKF Con- stitution.	
CAF:	The Confederation of African Football.	
Club:	Any organization, whether incorporated or not, registered as such under any Statute then I force within the Republic of Ken- ya, with playing football as its principle objective and duly ad- mitted to FKF membership as provided for by its Constitution.	
Competition:	Any other organized tournament not a league in which FKF member clubs duly registered as such are competing.	
County League or		
Competition:	The League and/or completion comprises of teams from one County.	
Laws of the Game:	The Laws of the Game passed by the International Football Association Board (IFAB).	
League:	Any group FKF member clubs, duly registered as such, playing each other over a period of time for a championship.	
League Management Body:	The legal entity granted by FKF the right to own, run, organize or in any other way manage any FKF leagues and or competi- tion as FKF may deem fit.	
FIFA:	Federation of International Football Associations.	
FKF:	Football Kenya Federation.	
FKF Appeals Committee:	The Committee created under the FKF Constitution that is responsible for hearing of Appeals from the FKF Disciplinary Committee or as otherwise provided herein.	
FKF CEO:	The FKF Secretary General.	
FKF Cup:	FKF Top Knock-out Tournament.	
FKF General Meeting:	The legislative arm of FKF created in accordance with its Constitution. It is the supreme body of FKF.	
FKF Judicial Bodies:	The Judicial Bodies created under the FKF Constitution under the relevant Article.	
FKF Leagues & Competition Committee:	The FKF Committee created in accordance with Constitution.	

FKF National Executive Committee:	The Executive arm of FKF created in accordance with its Constitution.	
FKF Referees Committee:	The FKF Committee created in accordance with its Constitution.	
FKF Secretariat:	FKF offices situated at Goal Project, Kasarani.	
FKF Top Tier League:	FKF Premier League or any of its top most league as defined in the FKF Constitution.	
FKF Second (2 <sup>nd</sup> ) Tier League:	FKF National Super League.	
FKF Third (3 <sup>rd</sup> ) Tier League:	FKF Division One (1) League.	
Force Majeure:	Any circumstances beyond the reasonable control or management of any person that prevents or impedes the ex- ecution of certain actions subject of these rules including bad weather, earthquakes, tragedy, accident.	
Member:	A legal or natural person that has been admitted into FKF membership in accordance with its Constitution.	
National League or Competition:	The FKF Premier League, The FKF National Super League and/ or The FKF Division One League, The FKF Cup or any other League/Competition comprised of teams from more than one County.	
Officials:	All elected, co-opted or appointed members of various bodies or committees of FKF, Clubs or Leagues responsible for technical, administrative and medical matters of the said FKF, Clubs or Leagues.	
Player:	Any football player licensed to so do by FKF.	
Rules:	These Rules to be known as "Rules and Regulations Governing Kenyan Football" or any other Rules as herein pre- scribed, passed and/or in any other was approved by FKF, FIFA and/or CAF	

## CONTENTS

<u>Definit</u>	ions of Terms and Phrases	2
CONTE	ENTS	4
<b>CHAP</b>	ER 1: ASSOCIATION	5
<u>1.1.</u>	Membership, Partnership or Agency	5
<u>1.2.</u>	<u>Membership fee</u>	5
<u>1.3.</u>	<u>Meetings of a club</u>	5
<u>1.4.</u>	<u>Subsidiary Clubs</u>	5
<u>1.5.</u>	<u>Termination of Membership</u>	5
<u>1.6.</u>	Decisions and /or Resolutions made by FKF	6
<b>CHAP</b>	ER 2: LEAGUES & COMPETITIONS	6
<u>2.1.</u>	Sanctioning of Leagues & Competitions	6
<u>2.2.</u>	Application of Rules	6
<u>2.3.</u>	Playing Season	6
<u>2.4.</u>	Number of Teams in a League or Competition	7
<u>2.5.</u>	Leagues & Competitions Winners	7
<u>2.6.</u>	Failure to complete League	8
<u>2.7.</u>	Promotion and Relegation	8
<u>2.8</u>	Knockout Competition	8
<u>2.9.</u>	<u>Play-off Matches</u>	9
<b>CHAPT</b>	TER 3: MATCH ORGANISATION	10
<u>3.1.</u>	Fixtures Management and fulfilment	10
<u>3.2.</u>	Changes to the match schedule	12
<u>3.3.</u>	Forfeited Matches	13
<u>3.4.</u>	Match Arrangements	13
<u>3.5.</u>	<u>Security and Safety</u>	14
<u>3.6.</u>	Pre Match Meetings	14
<u>3.7.</u>	Match Reporting Time	15
<u>3.8.</u>	Inspection of Licenses	15
СНАРТ	TER 4: CAUTIONS AND SEND OFFS	16
<u>4.1.</u>	<u>Cautions and Send-offs</u>	16
<u>CHAPT</u>	TER 5: COLOURS	18
<u>5.1.</u>	Colors of Jerseys/Strips/Kits	18
СНАРТ	ER 6: PLAYERS	20
<u>6.1.</u>	<u>Status</u> 2	20
<u>6.2.</u>	Registration2	20
<u>6.3.</u>	<u>Youth Players</u>	<u>22</u>
<u>6.4.</u>	<u>Foreign Players</u>	23
<u>6.5.</u>	Transfers and Compensation	23
<u>6.6.</u>	Players on International Duty	25

CHAPT	ER 7: MATCH OFFICIALS	25
<u>7.1.</u>	Match Commissioners	26
<u>7.2.</u>	Referees and Assistant Referees	26
<u>7.3.</u>	<u>Match Reports</u>	26
7.4.	Match Officials Disciplinary Matters	27
CHAPT	ER 8: CLUBS	28
<u>8.1.</u>	Club Licensing, Name and Ownership	28
<u>8.2.</u>	Development Side or Youth Teams	29
<u>8.3.</u>	Representation in International Club Competitions	29
CHAPT	ER 9: MISCONDUCT AND SANCTIONS	30
<u>9.1</u>	Acts of Misconduct or Offences	30
<u>9.2.</u>	Decisions on Misconduct	32
<u>9.3.</u>	Responsibility of Clubs for Misconduct	33
<u>9.4.</u>	Misconduct by team officials	33
<u>9.5.</u>	Assault on Match Officials	34
<u>9.6.</u>	<u>Hooliganism</u>	34
<u>9.7.</u>	Bribery	35
СНАРТ	ER 10 COMPLAINTS, PROTESTS AND APPEALS	36
<u>10.1.</u>	<u>Complaints</u>	36
<u>10.2.</u>	Protests	37
<u>10.3.</u>	<u>Appeals</u>	38
СНАРТ	ER 11: DOPING	39
<u>11.1.</u>	Doping	39
СНАРТ	ER 12: COMMUNICATIONS	40
<u>12.1.</u>	<u>Communications</u>	40
СНАРТ	ER 13: FINAL PROVISIONS	41
Rule	1: MATTERS NOT PROVIDED FOR AND CHANGES TO THESE RULES	41
APPEN	<u>IDIX 1.</u>	42
	DEMY AND YOUTH TEAM CLASSIFICATION AND COMPENSATION	40
	<u>'EM</u>	
<u>Acao</u>	lemy Classification	42

## **CHAPTER 1: ASSOCIATION**

#### *1.1. Membership, Partnership or Agency*

1.1.1. The Football Kenya Federation (FKF) consists of Branches and Clubs approved by the FKF National Executive Committee or as otherwise prescribed by the FKF Constitution.

From time to time, FKF may enter into partnership or agency agreements with other legal entities granting them rights to own, run, organize or in any other way manage any of its leagues and or competition as it may deem fit.

All Branches, Clubs, partners and or agents must apply and adhere to the Laws of the Game and these Rules or any other Rule(s) approved by FKF, FIFA and CAF.

1.1.2. Before being admitted to membership, a club must satisfy the FKF National Executive Committee that it is properly constituted as a legal entity and agrees to play football according to the Laws of the Game and these Rules or any other Rule(s) and / or Agreements as above approved. Clubs shall be constituted as Community Based Organizations, Self-help Groups, Welfare Groups, Societies or Companies.

#### *1.2. Membership fee*

1.2.1. Before being allowed to play in any FKF league and / or competition or participate in FKF meetings, a club must pay the full membership fees as prescribed by the FKF National Executive Committee in accordance with the FKF Constitution. Any club which fails to pay the said fees within 30 days of the prescribed date shall cease being a member unless the said club has sought from FKF and has been granted an extension or waiver.

#### *1.3. Meetings of a club*

1.3.1. Any internal meetings in a club can only be held in accordance with its Constitution or its Articles of Association.

#### *1.4. Subsidiary Clubs*

1.4.1. Any club which is under a written or other obligation to another club and does not have the sole and entire control of its own management, finances and players is a Subsidiary Club and shall not vote in the same election or meeting with the parent club.

#### 1.5. Termination of Membership

1.5.1 Any member can be expelled or its membership suspended in accordance with the provisions of the FKF Constitution.

#### *1.6.* Decisions and /or Resolutions made by FKF

1.6.1. All decisions and/or resolutions made by FKF: the FKF General Meeting, the FKF National Executive Committee, the FKF Judicial Bodies, the FKF National Leagues and Competitions Committee or any other FKF office, committee or judicial body are binding on all its Partners, Agents Branches and/or Clubs and their respective members.

## **CHAPTER 2: LEAGUES & COMPETITIONS**

#### 2.1. Sanctioning of Leagues & Competitions

2.1.1. Any person desirous of forming any League(s) and/or Competition(s) shall only do so upon making an application in writing and receiving a written permission from FKF. Clubs and players affiliated to FKF must also in a similar manner apply for and secure written permission of FKF before playing in any such league(s) and or competition(s) which is/are not sanctioned by FKF.

#### 2.2. Application of Rules

- 2.2.1. All clubs affiliated to FKF (inclusive of their officials or duly authorized {express or implied} representatives together with all players registered for the purposes of participating in all the FKF Leagues and/ or Competitions shall be bound by these Rules. All Leagues and/or Competitions organized or authored by the FKF must observe the Laws of the Game and these Rules.
- 2.2.2. Upon entering any League and or competition organized by FKF, teams shall in writing undertake to accept that all administrative, disciplinary and refereeing matters connected with any such league and / or competition administered by FKF shall be dealt with in terms of these Rules, and where the same is silent, by any past decisions made by FKF or as herein otherwise provided.
- 2.2.3. The relevant FKF Judicial body shall apply and enforce these Rules on its own volition or upon receipt of a complaint or protest lodged by any aggrieved party and shall apply and enforce these Rules and make its own finding on any such infringement of these Rules.
- 2.2.4. These Rules establish binding regulations concerning the process, management, and control of Football Leagues and / or Competitions in Kenya. In any event of conflict with any other League and /or Competition Rules, these Rules shall prevail over all those other Rules.

#### 2.3. Playing Season

- 2.3.1. The FKF National Executive Committee shall annually set the opening and closing dates for all FKF Leagues and/ or Competitions.
- 2.3.2. There must be a closed season interval of at least sixty (60) days between the last game of one season and the first game of the next season. During the closed season clubs and players must have the approval of FKF before participating in any matches or competitions other than friendly or training matches between FKF clubs for which no entry or other charges are made.
- 2.3.3. The FKF National Executive Committee has the power to suspend or extend the season as it shall deem fit.

#### 2.4. Number of Teams in a League or Competition

2.4.1. Any league and /or competition shall be of a number prescribed by the FKF National Executive Committee as provided for by the FKF Constitution and shall not have less than five (5) teams and not more than twenty (20) teams.

#### 2.5. Leagues & Competitions Winners

- 2.5.1. The winner of the Top Tier League in the country shall be determined by FKF from the top of the final table standings. The winner of the league shall be officially be referred to as the League Champions. The trophy for the Champions shall be handed over by the FKF President or his designee.
- 2.5.2. The winner of the FKF Cup shall be officially referred to as the Cup Holder. The winner of the FKF Cup shall be declared by FKF. The trophy for the Cup Holders shall be handed over by the FKF President or his designee.
- 2.5.3. All other winners of other competitions organized and/or authorized by FKF shall be officially be referred to as the respective League/Competitions champions.
- 2.5.4. Each team participating in a league or mini-league match shall be awarded three (3) points for a win, one (1) point for a draw, and zero (0) points for a loss. FKF may draw specific regulations for some specific competitions.
- 2.5.5. The positions on table standing at all times throughout the league or mini league shall be determined on the following priority order considering cumulative statistics from the first to the last recognized matches of the league/competition:
  - 2.5.5.1. The team which has earned the highest number of points.
  - 2.5.5.2. If Rule 2.5.5.1 do not separate the teams, the club with highest goal difference.
  - 2.5.5.3. If Rule 2.5.5.1 and 2.5.5.2 do not separate the teams, the club with highest num ber of goals scored.
- 2.5.6. In event that Rule 2.5.5.1, 2.5.5.2 and 2.5.5.3 above do not separate the table stand ing positions of two (2) or more teams, the following shall be considered:
  - 2.5.6.1 Head-to-Head count in the same competition (Using the goal aggregate system); and
  - 2.5.6.2 Replay match of the teams tying and a new table drawn considering the above clauses and in event of only two (2) still tying, kicks from the penalty mark shall be taken to determine the winner. FKF shall determine the duration of the match.
  - 2.5.6.3 A coin may be tossed to determine the winner where time cannot allow for a replay or kicks from the penalty mark to determine the winner.

#### *2.6. Failure to complete League*

- 2.6.1. Where the league format due to circumstances of force majeure fails to be completed within the season, the league winner shall be determined as follows;
  - 2.6.1.1. Before each and every club has completed its first round fixture the league shall be declared null and void.
  - 2.6.1.2. Where all the Clubs in the league have completed the first round fixture but less than 75% league games have been played, the table standings at the end of the first round shall be considered as the final table standing of the league.

2.6.1.3. Where at least one club has played more than 75% of the league games, the following formula shall be used to determine the table positions for the respective group: Total number of points earned from the number of games played multiplied by the total number of games supposed to be played divided by the number of games played.

#### 2.7. Promotion and Relegation

- 2.7.1. The principles of promotion and relegation shall be determined by the FKF National Executive Committee from time to time, in accordance with the FKF Constitution.
- 2.7.2. Before the start of each season the FKF National Leagues and Competition Committee must decide and announce the criteria to be used and the number of clubs to be promoted and relegated at the end of that season as above determined.
- 2.7.3. Promotion and relegation shall normally be automatic, and shall not be governed by additional requirements other than performance on the field of play. The FKF National Leagues & Competitions Committee may institute end-of-season play-offs to determine promotion and relegation if it so deems fit.
- 2.7.4. Should a promoted team withdraw or be withdrawn from the any FKF league or competitions before the commencement of a season, the FKF National Leagues & Competitions Committee may allow the next best finishing team of the lower league to be promoted to the respective league.
- 2.7.5. Rule 2.7.4 notwithstanding, Promotion, Retention and Relegation shall be based on Sporting merit.
- 2.7.6. Matters not provided for under this Rule shall be a preserve of the FKF National Executive Committee.

#### 2.8 Knockout Competition

- 2.8.1. A player shall play for only one (1) club or team in a knock out completion.
- 2.8.2. If a Knockout competition is to be played over one (1) leg;
  - 2.8.2.1 The team with more goals at the end of the one leg will be declared the winner of that match.
  - 2.8.2.2 If the teams are still tying by 2.8.2.1 above at the end of the match, the FKF Competitions Rules shall detail if extra time shall be played to determine the winner and the team with more goals after extra time will be the winner of the match.
  - 2.8.2.3 If the teams are not separated by 2.8.2.1, 2.8.2.2 and 2.8.2.3 above, the winner of a penalty shoot-out shall be the winner.
  - 2.8.2.4A coin may be tossed to determine the winner where time cannot allow for FIFA spot kicks or their continuation.
- 2.8.3. If a Knockout competition is played to be over two (2) legs;
- 2.8.3.1 The team with more aggregate goals at the end of the second leg match shall be the winner of the tie.
- 2.8.3.2 If after the end of the regular time of the second match, the two teams have scored the same number of goals during the two matches, the team which will have scored the greatest number of away goals shall be qualified for the following round of competition.
- 2.8.3.3 If the teams are not separated by 2.8.3.1, 2.8.3.2 and 2.8.3.3 above, kicks from the pen-

alty mark shall be taken. The winner of the kicks from the penalty mark shall be the winner.

2.8.3.4 A coin may be tossed to determine the winner where time cannot allow kicks from the penalty mark or their continuation.

#### 2.9. Play-off Matches

- 2.9.1. At the end of the season, the third highest placed club in the FKF Second (2<sup>nd</sup>) Tier League not gaining automatic promotion shall enter into a play-off competition with the third lowest placed club in the Top Tier League to determine the final club to be promoted to and relegated from the Top Tier League and the Second Tier League respectively.
- 2.9.2. The matches shall be played over two (2) legs; there shall be a Pre Play Off Competition Meeting at the FKF Secretariat chaired by a representative of the FKF National League and Competitions Committee. In the said meeting the dates and venues for the Play Off matches shall be passed and a coin shall be tossed to determine the team that shall play the first home match. The Meeting shall be also be attended by a referee and one representative from each team.
- 2.9.3. The matches shall be of ninety (90) minutes duration. At the end of both legs;
  - 2.9.3.1 The team with more aggregate goals at the end of the second leg match shall be the winner of the tie.
  - 2.9.3.2 If after the end of the regular time of the second match, the two teams have scored the same number of goals during the two matches, the teams which will have scored the greatest number of away goals shall be declared the winner of the tie.
  - 2.9.3.3 If the teams are not separated by 2.9.3.1, 2.9.3.2 and 2.9.3.3 above, kicks from the penalty mark shall be taken. The winner of the penalty shootout shall be declared the winner.
  - 2.9.3.4A coin may be tossed to determine the winner where time cannot allow kicks from the penalty mark or their continuation.
- 2.9.4. Subsequently at the end of the season, the second (2<sup>nd</sup>) highest placed clubs in both zones of the FKF Third (3<sup>rd</sup>) Tier League not gaining automatic promotion to the Second (2<sup>nd</sup>) Tier League shall enter into a one-off play-off competition to determine the final club to be promoted to the Second (2<sup>nd</sup>) Tier League.
- 2.9.5. The FKF Third (3<sup>rd</sup>) Tier League Play-off match shall be of ninety (90) minutes duration. At the end of the match;
  - 2.9.5.1 The team with more aggregate goals at the end of the match shall be the winner of the tie.
  - 2.9.5.2 If there's no definite winner at the end of normal time, kicks from the penalty mark shall be taken. The winner of the penalty shootout shall be declared the winner.
  - 2.9.5.3 A coin may be tossed to determine the winner where time cannot allow kicks from the penalty mark or their continuation.
- 2.9.6. The FKF Third (3<sup>rd</sup>) Tier League Play-off match shall be played at a neutral venue to be determined by FKF.
- 2.9.7. Send-offs earned in the league matches shall be served in the play-off competition.
- 2.9.8. The FKF shall cater for all the match day logistics for the play off matches which shall include hire of venue, provision of ambulance and security services and payment of match officials.
- 2.9.9. Clubs will cater for their travel and accommodation expenses for the play-off matches.

2.9.10. FKF shall be in charge of match day ticketing and gate managements. The gate collections if any shall be shared as follows; 60% to the participating clubs and 40% to FKF net of expenses.

## **CHAPTER 3: MATCH ORGANISATION**

#### 3.1. Fixtures Management and fulfilment

- 3.1.1. In order to effectively manage the football calendar, all fixtures and kick off times in all FKF authorized/organized competitions shall be approved by FKF National League and Competitions Committee as it shall deem fit provided that the last two (2) matches in all league fixtures kick off at the same time.
- 3.1.2. Subject to 3.1.1. above, should a team wish to change a fixture and /or kick off time, they shall be required to do so in writing within seven (7) days of the scheduled date unless for good reason which shall also be given in writing. Clubs shall be notified of fixture and /or kick off time changes, in writing at least seventy-two (72) hours prior to the match.

This Rule shall not apply to the last two (2) matches of the season save where there are compelling reasons adduced to the satisfaction of the FKF National League and Competitions Committee

- 3.1.3. Fixtures and / or kick off times shall only be changed as herein provided and at the discretion of the FKF National League and Competitions Committee
- 3.1.4. Save where permission to change a fixture and / or kick off time has been given in terms of this Rule, no fixture and / or kick off time shall be changed in any manner whatsoever.
- 3.1.5. In all the FKF Leagues:
  - 3.1.5.1 Each team shall name its home ground as well as its alternative home ground. In the event of neither venue being suitable, FKF will have a right to fixture a match at an alternative ground at its absolute discretion;
  - 3.1.5.2 If, for any reason, a team is unable to play its home fixture at its home ground, it may apply to play its fixtures at a ground selected as an alternative home ground or at a neutral venue to be determined by FKF;
  - 3.1.5.3 Each team will register its home ground (s) with FKF and no team will relocate to another ground without prior written consent of FKF, which consent will not be unreasonably withheld;
  - 3.1.5.4 It is the responsibility of the Home team to ensure that there is a suitable venue to host its matches at all times.
- 3.1.6. In the event that a team or both teams in a scheduled fixture fails to turn up or turn(s) up for the match but refuse(s) to play, either team or both shall be docked three (3) points and two (2) goals from those already accumulated or those to be accumulated. Additional sanctions may be imposed on the team(s).
- 3.1.7. A club failing to turn up for any league/competition match shall submit a written explanation to the FKF National Leagues & Competitions Committee within forty-eight (48) hours from the date of the match.

- 3.1.8. In respect of Rule 3.1.7. above, lack of finances shall not be considered an acceptable reason by the FKF.
- 3.1.9. If the FKF National Leagues and Competitions Committee or any other judicial body accepts such explanation, it may re-schedule the match and may direct the defaulting club to reimburse such expenses as computed by the committee or judicial body. However, in the event both teams' explanations are accepted, both teams shall meet the costs of the match.
- 3.1.10. If such explanation as per 3.1.7. is not accepted, the defaulting club shall be fined by the FKF National Leagues & Competitions Committee and shall in addition:
- 3.1.10.1 lose the match by forfeiture and shall be docked six (6) points and four (4) goals from those already accumulated or to be accumulated in event that the defaulting club is the home club;
- 3.1.10.2 lose the match by forfeiture and shall be docked three (3) points and two(2) goals from those already accumulated or to be accumulated in event that the defaulting club is the away club.
- 3.1.11. In case of withdrawal and/or deliberate refusal to honor engagements the club shall be confirmed demoted and may be subject to further disciplinary action.
- 3.1.12. Any club in a league format that does not turn up for three (3) fixtures in a season and their explanation, under Rule 3.1.7. is not accepted in all the three (3) incidences to the FKF National Leagues and Competitions Committee, shall be suspended for the rest of the season, shall be relegated to a lower league for the next season and may face other disciplinary action.
- 3.1.13. If a club withdraws or is dismissed /demoted from a competition of the league format when it has played less than 50% of the league, the results involving the withdrawn or dismissed club shall be nullified.
- 3.1.14. If at the time of withdrawal, the club has played 50% and above of the league, the results of the first round shall be sustained while all the remaining matches shall be nullified.

#### *3.2.* Changes to the match schedule

- 3.2.1. If any doubt arises as to whether a match can take place as scheduled, the club concerned must immediately notify the FKF National Leagues and Competitions Committee. The Committee shall then decide if the match is confirmed as scheduled or if any change has to be made concerning the venue, date or kick-off time.
- 3.2.2. The referee shall decide if a match cannot start or if a match which has started must be abandoned. This decision is made after consultation with the Match Commissioner. A club which refuses or fails to respect the instructions of the referee to start or resume play or in any other way abandons a match shall forfeit the match
- 3.2.3. If there are fewer than seven (7) players on either of the teams, the match shall not be played and shall be deemed abandoned.
- 3.2.4. In case a match is stopped as a result of force majeure and there is still time for a full match to be played on the same day, the match shall recommence with the same score at the minute at which play was interrupted rather than being replayed in full.
- 3.2.5. If a match on account of force majeure cannot restart and / or cannot be played in full, the full shall be played on the next day, for that purpose, the host clubs must conclude all the necessary agreements to ensure that the required facilities are available and can be operated.

- 3.2.6. If the match for some reason cannot be rescheduled to the next day, the FKF National League and Competitions Committee shall fix a new date.
- 3.2.7. As a rule, a rescheduled match is played at the same venue. If the circumstances require a change of venue, FKF must approve the alternative venue.
- 3.2.8. In all cases, FKF must approve the venue and fix the new kick-off time taking account of both teams' needs wherever possible.
- 3.2.9. If a club is responsible for the rescheduling of all or part of a match, that club bears its own expenses, as well as any additional travel, board and lodging expenses of the other club, of the referee team and the match officers, without prejudice to any possible disciplinary measures.
- 3.2.10. If the match is rescheduled through no fault of either club, each party bears its own expenses related to the original fixture and the rescheduled match or remaining match time.
- 3.2.11. If the referee decides to abandon the match, the remaining match time must be played according to the following principles:
  - 3.2.11.1 Any sanctions imposed before the match was stopped remain valid for the remainder of the match.
  - 3.2.11.2 Single yellow cards imposed before the match was stopped are not carried forward to any other matches before the abandoned match is completed.
  - 3.2.11.3 Players sent off during the stopped match cannot be replaced and the players on the field of play remain as they were when the match was stopped.
  - 3.2.11.4 The teams can make only the number of substitutions to which they were still entitled when the match was stopped, using their respective remaining number of stoppages in play.
  - 3.2.11.5 The match must restart on the same spot where the stopped match action occurred (i.e. free-kick, throw-in, goal kick, corner kick, penalty, etc.). If the match was stopped during the normal flow of the game, a dropped ball on the spot where it was abandoned shall be used to restart.

#### 3.3. Forfeited Matches

- 3.3.1. Exceptionally, the FKF National League and Competitions Committee can validate the result as it stood at the moment when the match was abandoned if the match result was to the detriment of the club responsible for the match being abandoned.
- 3.3.2. A club which refuses to play or is responsible for a match not taking place or not being played in full shall forfeit the match.
- 3.3.3. A match forfeited by a club will be awarded to their opponent. All goals scored by the opponent are valid and will be counted. Any goals scored by the offending club will be cancelled. If the opponent had only one or no goals, the match will be awarded to them on a 2-0 basis. Any yellow or red cards awarded during the match are valid and will be counted.



#### 3.4. Match Arrangements

- 3.4.1. It shall be the responsibility of the home club to hire the match venue (if applicable) for match days (TV matches inclusive) and observing any eventualities that may interrupt with the scheduled matches. Any home club that fails to monitor events at the stadium and such omission causes abandonment of the match shall lose the match by forfeiture.
- 3.4.2. The home club is responsible for ensuring the field and field equipment are in reasonable condition for the match.
- 3.4.3. The home team shall install suitable goal nets and shall provide ten (10) ball boys who shall be kitted with a uniform of a colour different from the players and match officials. It shall also supply the ten (10) match balls; however, the referee may accept match balls from the away team if the home team is unable to provide ball(s) of suitable quality.
- 3.4.4. It is the responsibility of a home team to inform the nearest public health institution of their home game for the institution to be on stand-by and, where possible, to have a medical practitioner or physiotherapist in attendance throughout a match.
- 3.4.5. Each club shall be required to provide its own medical team and the home club shall provide First Aid and emergency facilities.

#### *3.5. Security and Safety*

3.5.1. It shall be the duty of the home team to ensure that adequate security and safety arrangements are made for the match crew and their property and that of the spectators. If a home club fails to make reasonable hosting and security arrangements the FKF National League and Competitions Committee can change the venue for their home matches until the club presents a detailed security plan and budget acceptable to the said committee.

A Pre – Event security meeting shall be held at least two (2) days to any match which the FKF National League and Competitions Committee shall in its own discretion classify as "high risk". The said shall be chaired by a Match Commissar appointed for the said match. Each club shall be represented by one of its officials and the meeting must be attended by a member of the Police force of the rank of not below an Officer in Charge of a Police Station.

- 3.5.2. Home clubs are responsible for preventing spectators and other unauthorized persons from encroaching on the playing field except for safety reasons. They must also take adequate measures to prevent the throwing of missiles, bottles and other potentially harmful or dangerous objects or substances on to the playing field.
- 3.5.3. Matches can only be played on grounds with unrestricted public access except for the payment of a reasonable entry fee. Visiting clubs, their members and supporters must be allowed to enter on at least the same terms and conditions as those of the home club.
- 3.5.4. If the ground requires security protection to prevent spectators from interfering with the game it shall be the duty of the home club to provide such security and if proved not provided, the referee shall not start the game, the home club shall lose the match by forfeiture.
- 3.5.5. If security has been assessed as adequate and violence erupts thereafter, absence of se-

curity shall not be presented as defense for responsibility of the ensuing crowd violence.

- 3.5.6. A club will forfeit any match which was abandoned because of the misconduct of their members or supporters.
- 3.5.7. The FKF National League and Competitions Committee may order the closure of any venue where the safety of clubs, match officials or spectators cannot be guaranteed.

#### 3.6. Pre Match Meetings

3.6.1. Pre-match meetings must start no later than 10am. The meeting must be chaired by the Match Commissioner in case the Match Commissioner is not there, the Centre referee shall chair the meeting. The two assistant referees must also attend.

Both clubs must be represented by at least one out of the following three club officials; the Team Manager, the Coach or the Captain.

Among other matters, the Pre-match meeting must confirm the reporting and starting time for the match, must record on the match report the list of players presented by each club for the match and agree on the color of the uniforms to be worn by each club. Players must wear in the match the same uniform number recorded on the list in the match report.

If a club fails to send a representative to the pre-match meeting or their representatives arrive after the scheduled start of the pre-match meeting, their club will be bound by any decisions made in their absence.

#### 3.7. Match Reporting Time

- 3.7.1. Match officials and clubs must report on the playing field no later than 60 minutes before the starting time set in the schedule for the match. Before starting the match, the referee and assistant referees must inspect and confirm that the field and field equipment are in reasonable condition, that the players have appropriate uniform and equipment, and that every player has a valid FKF Card.
- 3.7.2. Matches must start exactly at the time set in the schedule and end in reasonable time. If a club fails to have at least seven registered players on the field at the exact time set in the schedule, the club will forfeit the match unless it provides in writing within 48 hours an explanation which is acceptable to the committee. A club which fails to provide a timely and satisfactory explanation will be required to compensate the other club for the travel and other expenses related directly to the match.
- 3.7.3. In normal circumstances, the referee will be the sole judge as to whether or not a pitch is fit for a fixture. However, in circumstances considered extra-ordinary by the Match Commissioner, he/she may order a postponement of the match provided such announcement is made at least three hours before kick-off.
- 3.7.4. If a fixture is postponed through weather inclination, or the state of the pitch because of the weather, FKF will set another date on which the game will be played.

#### 3.8. Inspection of Licenses

- 3.8.1. Every player must present their FKF Card to the referee before the kick-off of every match organized or authorized by the FKF. No player will be allowed to participate without a valid card. The referee will demand to see all players' cards in the presence of both teams' representatives and in the presence of the respective players, prior to the commencement of the match.
- 3.8.2. There shall always be an inspection of the licenses by the captains of each club supervised by the referee/fourth official before the kickoff of the matches. All players' licenses must be presented by the club officials.

- 3.8.3. A player(s) whose license cannot be presented by club officials at the time of inspection, shall be ineligible to play in the respective FKF Competition.
- 3.8.4. It will be misconduct for a team to field a player without a player's registration card, alternatively failing to make a valid player's registration card available for inspection prior to the match. A team found guilty of this offence will forfeit any points earned in such game.
- 3.8.5. If a player's name appears on the team sheet he/she will be deemed, for the purposes of these Rules, to have participated in the match, save that a team may at any time before kick-off, amend its team sheet by substituting any player, if its opponents have lodged a protest in terms of these Rules relating to the use of any player who is allegedly unregistered, suspended, banned, fraudulently or improperly registered, in which case the said substituted player will not be deemed to have participated in the match.
- 3.8.6. Each team will be entitled to have a maximum of seven (7) substitutes on the bench. A team shall be allowed to have three (3) extra players of ages below twenty (20) one of which must be a goalkeeper.
- 3.8.7. Substitutions of up to three (3) players shall be allowed from the list of substitutes on the bench submitted to the Referee before commencement of the match.
- 3.8.8. Clubs shall fill the names of their FKF registered head coach and assistant coach on the team sheet provided by the referees. The referees shall inspect the head coach and assistant coaches' FKF Practicing License. Failure to inspect practicing license shall lead to disciplinary action against the match officials.
- 3.8.9. In the event that such a license cannot be produced by the team officials for any reason, the referee shall not allow the team official in question on team's technical bench for the match in question.
- 3.8.10. In the event that any team official occupied the technical bench without a valid FKF Practicing License, the referee shall write the incidence in his report. A fine to be determined by FKF shall be imposed on the team. Further disciplinary action may be preferred against the team official and/or the team.
- 3.8.11. No more than six (6) team officials, who will be so registered with FKF, in terms of the team's registration, will be allowed to be seated on the team bench. The officials will include the coach, assistant coach, medical doctor and/or team physio.
- 3.8.12. In the event of the persons referred to in 3.8.8. not being in possession of a FKF registration card, alternatively, being in excess of the number referred to, they will immediately be removed from the field and the team may be charged with misconduct.

## **CHAPTER 4: CAUTIONS AND SEND OFFS**

#### 4.1. Cautions and Send-offs

- 4.1.1. Punishments for Cautions and send offs earned in a particular FKF League or Competition shall only be served in that particular FKF League or Competition.
- 4.1.2. If deemed fit by FKF, punishment may additionally be extended to another League or Competition.
- 4.1.3. In any event, severity of any additional punishment shall depend on the prevalence, gravity and/or recurrence of the matter.
- 4.1.4. All yellow and red cards (cautions and send-offs) shown to players from banned, suspended, dismissed or dissolved clubs shall remain in force till fully served as per the rules.
- 4.1.5. All yellow and red cards (cautions and send-offs) shown to players from abandoned and/ or uncompleted matches shall remain in force till fully served as per the rules.

- 4.1.6. If a club/team accumulates five (5) or more cautions and/or send-offs issued within a single match, it shall pay a fine of at least KSH 10,000 (Ten Thousands Kenyan Shillings) to FKF. In event that the fine is not paid, such players shall be ineligible to play in all subsequent matches irrespective of the number of cautions/send offs so far earned.
- 4.1.7. A player or official sent off the field of play must be confined in the dressing room or in any other appropriate place behind the perimeter fence until the match is concluded.
- 4.1.8. Punishments for accumulated cautions shall be served separately and not concurrent with sanctions earned out of send-offs.
- 4.1.9. A player who accumulates five (5) yellow cards in a league shall automatically become an ineligible player for the next one (1) match. If a player accumulates another five (5) yellow cards, he/she will automatically be suspended for the next two (2) consecutive league matches. If a player accumulates a further five (5) yellow cards in the same season the member is automatically suspended until the FKF National League and Competitions Committee decides on appropriate penalties and other disciplinary action.

For avoidance of doubt, yellow cards received by a player who has subsequently been sent off during a match for a second bookable offence, shall not be counted in computing the number of yellow cards received by such a player in the course of a season.

- 4.1.10. A player who is sent-off the field of play by accumulating two (2) yellow cards in a mini league and knock-out competition shall automatically become an ineligible player for the next one (1) match.
- 4.1.11. A player who is sent-off the field of play by accumulating two (2) yellow cards during the same league match shall automatically become an ineligible player for the next one (1) match. The sentence for the two (2) yellow cards shall be served simultaneously with the sendoff.
- 4.1.12. A player who is directly sent off the field of play by being shown a straight red card shall automatically become an ineligible player for the next two (2) league matches. This Rule shall apply to club officials sent off mutatis mutandis
- 4.1.13. If a player accumulates a second (2<sup>nd</sup>) red card in the same season in a league or competition organized or authorized by the FKF, the player is automatically suspended for the next three (3) consecutive matches in all FKF leagues. If a player accumulates a third (3<sup>rd</sup>) red card in the same season the player is automatically suspended until the FKF National League and Competitions Committee decides on appropriate penalties and other disciplinary action. This Rule shall apply mutatis mutandis to club officials sent off
- 4.1.14. A player who receives a red card hence directly sent off the field of play during a mini league and knock-out competition match shall automatically become an ineligible player for the next one (1) match. This Rule shall apply mutatis mutandis to club officials sent off.
- 4.1.15. Matches not physically played shall be excluded in computing the number of matches a player or official is ineligible for under the provisions herein. The player or official shall remain ineligible for the match(es) until a suspension as stipulated above is served.
- 4.1.16. In the case of a claim of alleged mistaken identity concerning a player cautioned or sent off in a match, that player and their club must submit a detailed report in writing to the FKF within forty-eight (48) hours after the match. If the FKF National League and Competitions Committee is satisfied it is a case of mistaken identity, the record of the offence will be transferred to the actual offender who will be subject to disciplinary action.
- 4.1.17. In the case of a claim of wrongful dismissal concerning a player sent off in a match, the player and their club must submit a detailed report in writing to the FKF National League and Competitions Committee within forty-eight (48) hours after the match. If the com-

mittee is satisfied that the claim warrants further investigation, any automatic penalty is postponed until three (3) committee members meet with the player, a club representative and referees. If after presentation of relevant evidence, the referees concede that the player should not have been sent off or the three (3) committee members consider that the nature of the offence warrants special consideration, the three (3) members can decide what further action should be taken on the case.

- 4.1.18. Send-offs in a league competition or in a promotion mixed-format or mini league competition but whose punishments are not served in the season they are earned, shall automatically be carried forward to the next season competition even if the player changes clubs or his club is promoted or demoted to another league.
- 4.1.19. Punishment for Send-offs and for Cautions earned in preliminary and/or qualification stages of a cup competition shall be served in the knock-out stage of the competition.
- 4.1.20. Punishment for Send-offs earned in a knock-out competition but not served in the season they are earned, shall automatically be carried forward to the next season competition even if the player changes clubs.
- 4.1.21. Punishments for Cautions earned but not served in one season shall not be carried to the following season.
- 4.1.22. Clubs are responsible for ensuring their officials, players and members serve the full period of any suspension and fulfil any other conditions set by the committee. Any club which fields a suspended or any other ineligible player in a league or competition match organized or authorized by the FKF will automatically forfeit that match.
- 4.1.22. The FKF National League and Competitions Committee and clubs shall keep records of all that is herein provided. The Committee shall however NOT be obliged to advise the players and /or clubs of the same, the onus being on the players and / or the club to keep their own accurate records and to ensure that the players serves the punishments set out hereinabove.
- 4.1.23. For the purposes of this Rule, "Official Competition" means all FKF Official Leagues and Competitions' fixtures as well as relevant Play-offs matches.

## **CHAPTER 5: COLOURS**

#### 5.1. Colors of Jerseys/Strips/Kits

- 5.1.1. Each team will wear its official colors as declared on the Club registration form, which form will clearly state the team's home and away colors.
- 5.1.2. Each visiting team shall be in possession of a spare outfit (in colors contrasting with those of the official outfit), which will also be taken to every match. The visiting team will change in the event of there being a clash of colors. If a visiting team has no alternative resulting in a match being abandoned, the offending team will forfeit the match point.
- 5.1.3. Where the color of the jersey of a home team goalkeeper clashes with that of the outfield player's Jersey of the visiting team the home team goalkeeper shall change to another color as approved by the referee.
- 5.1.4. If in the opinion of the referee the colors of the two opposing teams might lead to confusion, they will be changed, using either the entire spare outfit or a combination of both. The home team will be entitled to wear the outfit of their choice and the visiting team will change to an alternative kit.
- 5.1.5. The jerseys of the two goalkeepers must not be of contrasting colors but must be of different colors from those worn by match officials.

5.1.6. If the jerseys of the two goalkeepers are the same color and neither has another jersey to change to, the referee shall allow play to begin.

Play shall not also be stopped from commencing just because a goalkeeper has the same color of shorts or trousers as the outfield players as long as the goalkeeper has a different color of jersey and socks.

Undergarments must be of the same color and manufacturer as the team uniform

- 5.1.7. Teams will be obliged to wear the following advertising on their playing jerseys:
  - 5.1.7.1 The sponsor's name on the front of their jersey.
  - 5.1.7.2 The technical sponsor and the club crest on the left and right breast of the front of the jersey.
  - 5.1.7.3 Where applicable, the relevant FKF official competition logo and the relevant FKF League Competition sponsor's logo on the right and left arm sleeve respectively
  - 5.1.7.4 Teams may also choose to have sponsor advertising on the back of their jerseys and on the shorts.
- 5.1.8. The above will not exceed the accepted advertising standards as laid down by FIFA and the official broadcaster, where necessary.
- 5.1.9. Teams may wear the advertising of their club sponsor subject to the following conditions:
  - 5.1.9.1 Such sponsor will not be in conflict with relevant FKF official competition;
  - 5.1.9.2 Such sponsor's advertising will not be considered to bring FKF or its sponsors into disrepute or to be classed as being against public morals.
  - 5.1.9.3 Permission to use such advertising will be obtained in writing from the Competitions Committee of FKF.
- 5.1.10. The player's jerseys will be clearly numbered, and the numbers will correspond with those shown on the team sheet and players registration form.
- 5.1.11. All players outfit must be from the same manufacturer and with logos/badges/names of the team the players represent. Referees shall have authority to enforce this rule and disallow any player who offends this rule from entering the field of player.

## **CHAPTER 6: PLAYERS**

#### 6.1. Status

- 6.1.1. Players participating in FKF organized leagues and competitions are either amateurs or professionals.
- 6.1.2. A professional is a player who has a written contract with a club and is paid more for his footballing activity than the expenses he effectively incurs. All other players are considered to be amateurs.
- 6.1.3. The registration of an amateur player will be valid only for the season in which the registration form is signed where after such a player will be deemed to be a free agent subject to these Rules.
- 6.1.4. An amateur player's registration will expire at the end of the season for which he is reg-

istered, which for the purposes of this Rule, will be deemed to be within four (4) days of the team's last match of the season. After this date, the player will be free to sign for another team for the following season, after having obtained a clearance letter from his existing team that will be issued unconditionally.

- 6.1.5. A player may apply to FKF to be declared a free agent within thirty (30) days of any of the following occurring:
  - 6.1.5.1 His club has ceased to exist as a club falling under the jurisdiction of FKF;
  - 6.1.5.2 His club refuses or fails to issue a clearance certificate to which the player is entitled; and
  - 6.1.5.3 It is in the interest of fairness and equity.
- 6.1.6. Any team/club in the professional leagues, semi-professional leagues or amateur leagues that acquires or registers a player from the FKF Official Competitions will be required to compensate the club/team for the development of such player at a fee as prescribed in Rule 6.5.13. and Annex 1 of these regulations.
- 6.1.7. Any dispute regarding the status of a player involved in a transfer within Kenya will be settled by the FKF Player Status Committee structure in terms of these Rules and other relevant statutes or precedents.
- 6.1.8. FKF will keep official registers of all players under its jurisdiction.

#### 6.2. Registration

- 6.2.1. Subject to Rule 6.5.3. Players shall only be registered during one of the two annual registration periods as declared by the FKF.
- 6.2.2. The first registration period shall begin after the completion of the season and shall normally end before the new season starts. This period may not exceed twelve weeks. The second registration period shall normally occur in the middle of the season and may not exceed four weeks.
- 6.2.3. Only a player who is currently registered by FKF will be permitted to participate in official matches of the FKF Official Competitions.
- 6.2.4. Players shall only be considered as FKF Licensed for a season upon being validated by FKF on the FKF Football Connect Registration System or when their license and registration forms being signed and stamped by the FKF Competitions Department for that season.
- 6.2.5. Clubs must enter into written contracts with their players, register the players with the FKF and possess a valid FKF Card before fielding a player in any match organized or authorized by the FKF.
- 6.2.6. A contract cannot be signed involving a player who is fifteen (15) years old or younger. A contract with a player who has not attained the age of eighteen (18) years must be signed with the consent of at at least one parent or guardian in the presence of an Advocate. Evidence of parenthood or guardianship must be provided.
- 6.2.7. For a contract to be deemed valid by FKF, it must have the following six (6) components:
  - 6.2.7.1 It must have a clear beginning and end Agreement Term;
  - 6.2.7.2 It must have a clear services to be rendered by the player segment;
  - 6.2.7.3 Player considerations (education, salary & bonuses where applicable) must be clear;
  - 6.2.7.4 Clear Termination clauses;



- 6.2.7.5 Clear Disciplinary Processes and Conflict Resolution mechanisms;
- 6.2.7.6 Must be signed by the player (and where applicable parent or guardian) and a club official with authority to sign on all pages.
- 6.2.8. A player registered by a club with the FKF cannot play for any other club without the written permission of the club and the FKF.
- 6.2.9. In event that a player is registered with more than one club, even if the clubs are registered with one or more FKF Member, the club that rightfully owns this player shall not suffer any penalty for double registration. The defaulting club shall lose the match by forfeiture to the opposing team.
- 6.2.10. In case of loss of the license, replacement shall cost at least KSH. 1,000 (One Thousand Kenyan Shillings) for each of the player license to be replaced.
- 6.2.11. It will be an offence to submit any false information when registering a player. The onus will be on the player's team to reasonably ensure that the information submitted is accurate in every respect, and that all requirements are adhered to. The issuing of a card does not absolve the team of this responsibility.
- 6.2.12. A suspension of at least 365 days and other disciplinary action will be applied to a club and/or player who;
  - 6.2.12.1 Provides false information in or with the application for registration;
  - 6.2.12.2 Uses a Card which has been altered or is false;
  - 6.2.12.3 Uses a Card issued to another player; or
  - 6.2.12.4 Fields a player using a card which is false or belongs to another player.
  - 6.2.13. A club that fields an ineligible player shall lose the match by forfeiture to the opposing team.
- 6.2.13. Each Team will be allowed to register a maximum of thirty (30) Players per season per team
- 6.2.14 The FIFA statutes on the Status and Transfer of players will be the final recourse in the event of a contractual dispute between a club and a player.

#### 6.3. Youth Players

- 6.3.1. Each club that has an academy or a youth team is allowed to register an unlimited number of players from the youth or academy side to their roster of senior team provided that;
  - 6.3.1.1 The Academy or Youth team is playing at a lower FKF League
  - 6.3.1.2 The Academy or Youth team has the same name as the senior team and shares the same ownership as the Senior team
- 6.3.2. Each week, a team can call-up an Academy or a Youth team player to the senior squad under the following conditions;
  - 6.3.2.1 The Academy or Youth team player must be at least fifteen (15) years old and;
  - 6.3.2.2 Must have been a member of the Academy or Youth team for at least a season
  - 6.3.2.3 Must be duly registered with the team at the beginning of the respective league season
- 6.3.3. The request to use an Academy or Youth team player must be submitted in writing to FKF at least seventy-two (72) hours before the match day in which the club intends to use the player(s).

- 6.3.4. Clubs playing in the FKF Leagues are prohibited against registering school teams as part of their Youth teams or Academy.
- 6.3.5. Registration of an Academy and Youth team players by the senior sides will be carried out during the registration periods stipulated for the top tier, second tier and third tier leagues.
- 6.3.6. Amateur players in an Academy or a Youth team shall be registered for a period of one season and the club has to apply for registration of the players for every subsequent season unless;
  - 6.3.6.1 The club has undertaken to provide the player with a full formal education
  - 6.3.6.2 The player is contracted to the club
- 6.3.7. Academy or Youth team players registered after the stipulated registration periods for the KPL, NSL and FKF Division One Leagues will not be eligible for registration until the next registration period.
- 6.3.8. Towards the end of each registration period, each club that intends to renew the registration of an Academy or a Youth team player will write to the player stating its intention. The player, parent or guardian will write back to the club agreeing to extend their registration.
- 6.3.9. If an Academy player or a Youth team player chooses to decline the offer of an extended registration period and seek to be released, the player, parent or guardian must inform the Club and the Federation in writing at most a week after the registration period has started. Compensation will be paid for a player who chooses not to extend their registration period if the player moves to another club.
- 6.3.10. Compensation will be due for the transfer of Academy or Youth team players at all levels of league football for players who have reached their 13<sup>th</sup> birthday and above. Compensation will cover training and development costs when an Academy or a Youth team player moves from one team to another.
- 6.3.11. If compensation is due and the amount is not agreed between the clubs, the new club will be required to calculate compensation based upon an annual fixed fee which relates to the category of the academy or youth team the player was registered with. Academy and Youth team players or their parents and guardians are not liable for paying these fees. The compensation structure is outlined in appendix 1.

#### 6.4. Foreign Players

"Foreign Player" is a footballer (male or female) who is neither a Kenyan citizen nor a foreign born national who has acquired permanent residence status

- 6.4.1. A foreign player is a player as defined above, and in addition, such foreign player will not be eligible to represent Kenya in any of its representative's teams, including National level, unless such foreign national has acquired permanent residence status in line with the Immigration Act, and otherwise complies with the statutes of FIFA in relation to eligibility.
- 6.4.2. Clubs in the Top Tier and the Second Tier can register a maximum of five (5) players who are not Kenyan citizens. An application to register a foreign player must include a copy of their Kenyan residence and work permits
- 6.4.3. Teams participating in any of the Lower National Leagues (FKF Division One and FKF Division Two Leagues) or Competitions may not register more than three (3) foreign players provided these players comply with the rules for the eligibility of players as prescribed in Rule 6.4.1, and this Rule.
- 6.4.4. Any number of foreign players may be registered to participate in a team participating at County Level provided that such a team will not be eligible for promotion to any of the National Leagues or Competitions.
- 6.4.5. In order to be eligible for registration and participation, foreign players must produce a copy of a valid passport, and if the foreign player is a refugee, a valid asylum seekers permit as provided for in the Refugee's Act, a valid work or study permit, or any permit

provided for in the Immigration Act, and an international clearance certificate in the event that the foreign player was registered and participated, in a foreign country as a footballer.

6.4.6. The Foreign Players Rules does not apply in the FKF Youth Leagues.

#### 6.5. Transfers and Compensation

- 6.5.1. Players shall be transferred from one Club to another as provided hereunder.
- All transfers for the Top Tier Leagues will be effected through the FIFA Domestic Transfer 6.5.2. Matching System (DTMS).
- Players may be registered with a maximum of three clubs during one season. During this 6.5.3. period, the player is only eligible to play official matches for two clubs.
- The transfer of a player from one Club to another will be in writing, signed by a designat-6.5.4. ed official of the transferring Club as contained in the records of FKF. It will be necessary for the Club from which he/she is being transferred to provide an official clearance and for the player's new Club to register him/her officially. A club shall not withhold the clearance of a player whose contract has expired unnecessarily.
- A player who has a valid contract with a club must have a letter of consent from that club 6.5.5. before signing a contract and applying for registration with another club. A copy of that letter of consent must be annexed to the application.
- A club intending to conclude a contract with a professional must inform the player's cur-6.5.6. rent club in writing before entering into negotiations with him/her. If a club contacts the player directly without permission from his/her current club, the club that initiates the contract will be sanctioned.
- A professional may be loaned to another club on the basis of a written agreement be-6.5.7. tween him/her and the clubs concerned. Any such loan is subject to the same rules as apply to the transfer of players, including the provisions on training compensation and the solidarity mechanism.
- Subject to Rule 6.5.6, the minimum loan period shall be the time between two registra-6.5.8. tion periods.
- The club that has accepted a player on a loan basis is not entitled to transfer him/her to 6.5.9. a third club without the written authorization of the club that released the player on loan and the player concerned.
- 6.5.10. A loan agreement must be signed by both clubs and the player in respect of which the agreement is made.
- 6.5.11. Transfers can be made at any time during window period.
- 6.5.12. A club which agrees to transfer a player with a valid contract must be paid a transfer fee for the player. The player cannot be registered or fielded by the other club until the transfer fees have been paid or a payment plan has been agreed between the two clubs.
- 6.5.13. For Domestic Transfers a player, registered with a club, will be allowed to join another club upon the payment of a player's development fee. The player cannot be registered or fielded by the other club until the development fee has been paid or a payment plan has been agreed between the two clubs.

Development fees shall be paid, in addition to where applicable agreed transfer fees, as from time to time prescribed by the FKF National Executive Committee, as per the following criteria;

- KPL to KPL At least Kshs. 30,000/-(1) NSL to KPL (ii)
  - At least Kshs. 20,000/-



- Lower Tiers to NSL/KPL (iii)
- (iv) KPL to NSL

(vi)

- NSL to Lower Tiers (v)
  - Lower Tier to Lower Tier
- At least Kshs. 10,000/-

At least Kshs. 15,000/-

- At least Kshs. 7,500/-At least Kshs. 7,500/-
- 6.5.14. There shall be no right to a compensation or development fee by the previous Club of a Player who has attained the age of twenty-four (24) years on or before 30th June and whose contract with that Club has expired.

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- 6.5.15. There shall be a compensation system for youth players and academy who move from one youth team or academy to another youth team, academy or on signing of a professional contract.
- 6.5.16 The compensation system for youth and academy players is enumerated in Appendix 1 of this document.
- 6.5.14. For International transfers, the FIFA "Regulations Governing the Status and Transfer of Players" will apply.

#### 6.6. Players on International Duty

- 6.6.1. A player who is selected to train or play with a Kenyan national team must comply with the arrangements approved by the relevant committee. A player must have the written agreement of the FKF on any special exemptions from the approved arrangements. Disciplinary action will be taken against a player who fails or refuses to comply. Disciplinary action will also be taken against any club or club official who instructs or encourages a player not to comply with the approved arrangements.
- 6.6.2. When requested by the FKF, clubs must release a player selected for a Kenyan National Team at least seventy-two (72) hours before the kickoff for an international friendly match, at least five (5) days before the kickoff for a qualifying match in an international competition, and at least fourteen days before the kick-off for the first match in the final competition of an international competition. Players must resume duty with their club no later than forty-eight (48) hours after an international match or the last match in a final competition. These minimum periods of duty can only be changed by mutual agreement in writing between the club and the FKF.
- If a club has more than two (2) players in the national team, the fixtures involving such 6.6.3. a club may, upon request by the club, be called off three (3) days before and three (3) days after the national team engagement if it is to be played in Kenya and may be called off three (3) days before departure and three (3) days after return from an engagement outside Kenya.
- A club with a player(s) in a national team may request in writing to continue with its fix-6.6.4. tures without those players and FKF shall allow the fixture.
- 6.6.5. A Club may request for utilization of a national team player in camp for a FKF Competition Match and FKF may grant such a request on condition that a FKF Registered Club Official picks the player on the day of the match and returns him at most before 1159Hrs on the day of the match. Contravention of this provision may cause disciplinary action.
- 6.6.6. The above provisions shall also apply to fixtures involving clubs participating in CAF or CECAFA Clubs' competitions and other authorized competitions.

## **CHAPTER 7: MATCH OFFICIALS**

#### 7.1. Match Commissioners

- The FKF Referees Committee shall appoint Match Commissioners (who will not be con-7.1.1. nected directly or indirectly to any participating team), from a list to be approved by the relevant Referees Committee from time to time for specific games.
- 7.1.2. Participating teams will attend a pre-match meeting before each match under the supervision of the Mach Commissioner at least sixty minutes before kick-off. The Match Commissioner will thereafter have an oversight role in respect of compliance with these

Rules.

- 7.1.3. Match Commissioners will be obliged to submit full and detailed reports on each game to the CEO or the Designated FKF Official, within forty-eight (48) hours of the match.
- 7.1.4. Match Commissioners are to be accorded the utmost courtesy and assistance whilst performing their duties for and on behalf of FKF by all parties.

#### 7.2. Referees and Assistant Referees

- 7.2.1. Match officials will be appointed to each match, namely a referee, two assistant referees and, where circumstances permit, a fourth official. All referees and assistant referees will have registration cards issued by FKF.
- 7.2.2. The referees and assistant referees will be appointed from the relevant panels by the relevant Referees Appointments Committee as constituted under FKF. All match officials shall be in possession of official communication of their appointment to the matches that confirm their appointment for the match and registration cards to confirm their identities. The official communication shall be produced on demand by the teams
- 7.2.3. If the officially appointed referee has not arrived by fifteen (15) minutes before the starting time of the fixture, the two teams will appoint another FKF accredited referee by mutual consent. If the teams fail to reach consent over the referee, the match will not proceed and disciplinary steps may be taken against the concerned match official(s).
- 7.2.4. Substitute referees will enjoy the same powers and status as if they were officially appointed as referee by the relevant referees' department.
- 7.2.5. Referees will be obliged to submit full and detailed reports on each game to the FKF CEO and the Designated FKF Official within forty-eight (48) hours of the match.

#### 7.3. Match Reports

- 7.3.1. Referees and Commissioners shall send;
  - 7.3.1.1 SMS messages to FKF central telephone number indicating the fulltime scores, scorers, players cautioned and sent-off and big incidents if any immediately after the match but in any case not later than thirty (30) minutes from the end of the match.
  - 7.3.1.2 Where FKF deploys an online competitions management system, referees shall be required to submit reports through the system immediately after the match but in any case not later than one (1) hour after the match.
  - 7.3.1.3 A detailed match report to the FKF and a copy to the Referees' appointing authority within forty-eight (48) hours from the date and time of the match. Any match official who fails to comply with this provision shall be fined KES 1,000 (One thousand Kenyan Shillings) and may not be appointed for any FKF Competition match unless he/she has submitted such a report and is cleared by the FKF Referee's Committee.

#### 7.4. Match Officials Disciplinary Matters

- 7.4.1. Match Officials technical offenses shall mean errors on interpretation and application of the FIFA laws of the game. Such technical offenses shall be adjudged by the FKF Referee's Committee, the FKF Ad Hoc Committee on Referee Performance and appeals shall be made to the FKF Appeals Committee.
- 7.4.2. Match Officials non-technical offenses shall mean offenses committed by match officials that are not technical. Such non-technical offenses shall be adjudged by the FKF Disciplinary Committee, the FKF Ad Hoc Committee on Referee Performance and appeals shall be made to the FKF Appeals Committee and higher judicial units as the case may be.
- 7.4.3. Any match official who is proved to have knowingly or unknowingly incorrectly reported

or conceals incidents about a match he officiated shall be liable to disciplinary action.

- 7.4.4. A club which objects the appointment of a match official shall submit a formal protest before the start of the match but must still play the match. The protest must specify their reasons and be submitted to the FKF with the match report.
- 7.4.5. Any Club refusing to play their match due to that Club's objection to any match official appointed as specified in these rules shall lose the match by forfeiture to the opposing Club.
- 7.4.6. It shall be punishable to delay a match and/or to protest against the appointment of a referee in a manner that hinders the progress of a match that has already started. Any individual or club who contravenes this provision shall be fined KES 10,000 (Ten Thousand Kenya Shillings) and any other sanction as deemed appropriate by FKF.
- 7.4.7. Referees must be paid the standard match fee and allowance set by the FKF. A member cannot pay a referee more than the fee or allowance approved by the FKF. A referee cannot accept for a match any payment, advantage or consideration from a club, an official or any other person in excess of the standard fee or allowance approved by the FKF. Under the rule on bribery a member must immediately report in writing to the Secretary General on any attempt to offer or solicit a payment, advantage or consideration in excess of the standard fee or allowance approved by the FKF.
- 7.4.8. If a referee is suspended by the FKF their registration as a referee is also suspended for the same period. The referee cannot attend or participate in any activities organized or authorized by the FKF as specified in the decision on their case.

## **CHAPTER 8: CLUBS**

#### 8.1. Club Licensing, Name and Ownership

- 8.1.1 Clubs participating in the FKF Leagues will be subjected to Club Licensing as per the Club Licensing Regulations of FKF.
- 8.1.2. Name of the club shall be as indicated in the Club's Registration Certificated and the FKF Club Registration Form.
- 8.1.3. Teams will submit the prescribed entry and information documents together with the prescribed participation fee on or before the specified deadline date which shall be before the commencement of the Leagues & Competitions.
- 8.1.4. The owners or officials of the Club shall be as indicated in the FKF Club's register. Every club applying for registration must submit its registration certificate, Memorandum and Articles of association or its Club constitution.
- 8.1.5. No individual or group of individuals or legal person(s) shall have control in more than one club.
- 8.1.6. No team will be allowed to sell its slot in a league and relocate its home base unless such a move is sanctioned by the FKF National Executive Committee on the recommendation of the FKF National Leagues & Competitions Committee and the Respective FKF branch under whose jurisdiction the team is based. It must be noted that a Club's entitlement to participate in a league will depend principally on sporting merit. The sale of a franchise which is to the detriment of a league championship and results in changing headquarters, changing the name and/or stakeholders, and furthermore is to the detriment of the integrity of sports competition, must be prohibited. A decision to decline the sanctioning of the sale can be appealed against to the FKF Appeals Committee ("the Appeals Board").
- 8.1.7. In the event of a club being sold and relocating, it will be relegated to its current county or FKF Branch League.
- 8.1.8. A Club shall not be permitted to change its name (i.e. the name under which the Club competes in a League), save with the prior written permission of the FKF National Executive Committee on the recommendation of the FKF National Leagues & Competitions Committee.

- 8.1.9. No Club, Director, Official or player of any club in the FKF League Competitions may either directly or indirectly:
  - 8.1.9.1 Hold or deal in the securities or shares of another Club participating in the FKF League Competitions; or
  - 8.1.9.2 Be a member of another Club participating in the FKF League Competitions; or
  - 8.1.9.3 Be involved in any capacity whatsoever in the management administration or coaching of another Club participating in the FKF League Competitions; or
  - 8.1.9.4 Have any power whatsoever to influence the management, administration or coaching staff and players of another Club participating in the FKF League Competitions; or

8.1.10. Clubs whose officials are elected by the membership of the team as governed by their Club constitution shall furnish FKF with the returns of the club elections.

#### 8.2. Development Side or Youth Teams

- 8.2.1. A Club may have a team in each of the FKF Competitions and all other lower leagues within the FKF structures.
- 8.2.2. Should a Club have a team in any of the FKF Competitions and any other lower leagues within the FKF structures, the following will apply:
  - 8.2.2.1 A team participating in the lower of the FKF Competitions is not entitled for promotion to a higher FKF Competition, in which the same Club has another team;
  - 8.2.2.2 Should a team be eligible for promotion from the lower FKF Competitions and the Club has another team in a higher FKF Competition, then the next best finishing team will be eligible for promotion;
  - 8.2.2.3 Should a team be relegated from a higher FKF Competition to a lower FKF official competition and the Club had another team in the lower FKF Competition, then the team in the lower FKF Competition will automatically be relegated to the immediate lower league, irrespective of its log position.
- 8.2.3. No club within the structures of FKF will have more than one (1) team in the same league or competition.
- 8.2.4. Should a Club have a team in the FKF Top Tier League, its Youth team in the FKF Second Tier League will not be eligible for promotion and participation in the Play-offs for promotions.

#### 8.3. Representation in International Club Competitions

- 8.3.1. For Club Licensing and/or disciplinary reasons, FKF reserves the final authority to determine the club to represent Kenya in all International club competitions without compromising sporting integrity.
- 8.3.2. The club that is selected to represent Kenya in the CAF Champions League or the CAF Confederation Cup shall pay a refundable security deposit of at least US \$ 10,000 (Ten Thousand US Dollars only) to FKF before their participation application is forwarded to CAF.
- 8.3.3. Dues accrued by the Club as provided for in FKF, CAF and FIFA Statutes and Regulations shall be deducted from this security deposit.
- 8.3.4. The final table standing of the Top Tier League shall provide the priority order of eligibility to represent Kenya in the CAF Club Champions League and CECAFA Club Championship.
- 8.3.5. The final positions of the FKF Cup Competitions shall provide the priority order of eligi-

bility to represent Kenya in the CAF Confederation Cup.

- 8.3.6. Rule 8.3.4 and 8.3.5 notwithstanding, the FKF National Executive Committee shall decide the club to represent Kenya in any other International Club Competitions.
- 8.3.7. Where a club wins both the FKF Cup and Top Tier League, FKF shall only nominate such club to represent Kenya in the CAF Champions League.
- 8.3.8. In case the FKF Cup Winner and Runners up cannot engage in Confederations cup, FKF National Executive Committee reserves the right to consider priority order in the National Top tier league standing.
- 8.3.9. FKF shall set a local deadline date for clubs to confirm representing Kenya in international competitions and such date shall be one month from the deadline date set by the organizers of the respective international competition.
- 8.3.10. Any club(s) that confirm(s) participation in the international competition as specified in Rule 9.3.9 above but withdraws after the FKF-set local deadline but before the deadline date set by the organizers of the respective international competition, shall be suspended from representing Kenya for two other times the club(s) get(s) the option to represent Kenya and shall pay a fine of KES 100,000 (One hundred thousand Kenyan Shillings Only)
- 8.3.11. Any club(s) that confirm(s) participation in the international competition as specified in these rules but withdraws after the deadline date set by the organizers of the respective international competition, shall be suspended from representing Kenya for three (3) **oth**er times the club(s) get(s) the option to represent Kenya and shall pay a fine equivalent to the fine the organizers of such competition would subject to FKF for such an action.
- 8.3.12. Where FKF Cup is won by Non-league team the next sportingly classified team /or club shall represent the country. However, the non-league club/team will retain the cup and financial reward as per the CAF provision on engagements.

## **CHAPTER 9: MISCONDUCT AND SANCTIONS**

#### 9.1 Acts of Misconduct or Offences

- 9.1.1. Without derogating from the generality of what constitutes an act of misconduct or an offence, the following are specifically declared to be acts of misconduct or offenses on the part of a member, a team, a player, an official, a servant or their duly authorized (express or implied) representative or agent as the case may be.
- 9.1.2. On the part of a team where:
  - 9.1.2.1. It fails to provide adequate security at its venue:
    - 9.1.2.1.1 It will be presumed, unless the contrary is proved, that a club has failed to provide adequate security at its venue where the spectators at such venue, irrespective of their affiliation, committed acts, or were responsible for conduct that is considered improper behavior;
    - 9.1.2.1.2 It will not be a defense to the previously mentioned charge that a larger crowd than anticipated attended or attempted to attend the game;
  - 9.1.2.2. Its players, officials, servants or duly authorized (express or implied) representatives or agent or supporters directly or indirectly interrupt, obstruct or disturb the normal proceedings of a game before, during or after the match;
  - 9.1.2.3. Its players, officials, servants or duly authorized (expressed or implied) representatives or agent, for any corrupt, dishonest or unlawful purpose in connection with a game played under the auspices of FKF, or in connection with the affairs of the FKF Official Competitions, give, offer or promise, whether directly or indirectly, any inducement, reward or bribe of whatsoever nature, to anybody whatsoever;
  - 9.1.2.4. Its players, officials, servants or duly authorized (express or implied) representa-

tives or agent accept any inducement, reward or bribe referred to in Rule 9.1.2.3. above;

- 9.1.2.5. It fails to comply with or contravenes any provision of these Rules, the FKF Statutes, and/or any other relevant FKF prescripts, the CAF Statutes and the FIFA Statutes, and as well as the Laws of the Game;
- 9.1.2.6. It fields an unregistered, suspended, banned, fraudulently or improperly registered, or in any other way disqualified or prohibited person;
- 9.1.2.7. It fails to fulfill a fixture for which a date and a venue have been fixed by FKF;
- 9.1.2.8. It fails to comply with any lawful order or instruction made by Any FKF Judicial Body, an official of FKF, and/or match officials;
- 9.1.2.9. It fails to comply with or contravenes any order, resolution or code of conduct made or passed by any FKF Committee;
- 9.1.2.10. It knowingly furnishes incorrect information of whatsoever nature to FKF;
- 9.1.2.11. Its players, officials, servants or duly authorized (express or implied) representatives or agents or supporters commit an offence in terms of Rule 9.1.2.12. hereunder.
- 9.1.2.12. Persons referred to Rule 9.1.2.11. above, who behave in any manner whatsoever, inside or outside a ground before, during or after a match, no matter on which ground the match is played. Without derogating from the generality of what constitutes misbehavior on the part of supporters, the following are specifically declared acts of misbehavior:
  - 9.1.2.12.1 Invasion or attempted invasion of the field of play, save for reasons of crowd safety.
  - 9.1.2.12.2 Causing the abandonment or attempting to cause the abandonment of a match;
  - 9.1.2.12.3 Throwing or attempting to throw missiles, bottles and other objects, whether potentially harmful or dangerous or not, on to the pitch, or at any person;
  - 9.1.2.12.4 Acts of violence or attempted acts of violence against anyone at the game;
  - 9.1.2.12.5 Failing to conduct themselves in an orderly fashion;
  - 9.1.2.12.6 Insulting or assaulting players, team officials, match officials or any other person present at the game;
  - 9.1.2.12.7 Maliciously damaging or attempting to damage any property at the ground;
  - 9.1.2.12.8 Other acts of unsporting behavior;
- 9.1.2.13. It fails to protect match officials against acts or attempted acts of violence or any other form of abuse before, during or after a match;
- 9.1.2.14. Its players refuse to continue a match or abandon the field of play without permission by the referee, or cause the abandonment of a match;
- 9.1.2.15. Its officials cause the abandonment of a match;
- 9.1.2.16. It fails to immediately report any act of alleged misconduct, within its knowledge, to FKF;
- 9.1.2.17. It incites, permits or assists any person or body in the contravention of the Laws of the Game, FKF Statutes, these Rules, and any other relevant FKF prescript, the CAF Statutes or the FIFA Statutes, as well as the Laws of the Game;

- 9.1.2.18. It, inclusive of its officials, players, servants or duly authorized (express or implied) representatives or agents, or supporters commits any act or makes any statement, either orally or in writing, or has been responsible for conduct which is considered ungentlemanly, insulting or improper behavior, or likely to bring the game, sponsors, any member, FKF, CAF or FIFA into disrepute;
- 9.1.2.19. It fails to attend any FKF Judicial Body hearing to which it was summoned;
- 9.1.2.20. Its officials, players, servants or duly authorized (express or implied) representatives or agent assault, threaten, intimidate, coerce, interfere, mislead or insult any other official, player, member, member of the public or press, or any other person, before, during or after any match.
- 9.1.3. All members have the duty to report in writing to the FKF any cases of serious misconduct likely to bring the game or FKF or CAF or FIFA into disrepute. Anyone who fails to do so within forty-eight (48) hours may be suspended and face other disciplinary action.
- 9.1.4. Other Match officials who observe incidents on the playing field which could bring the game into disrepute must immediately report them to the referee.
- 9.1.5. Any reported misconduct toward a match official off or away from the field of play will be dealt with as if the offence was committed on the field of play.

#### 9.2. Decisions on Misconduct

- 9.2.1. Any act of misconduct or offence committed during a National League or Competition must be dealt with by the FKF National Disciplinary Committee. Any act of misconduct or offence committed during County League or competition must be dealt with by the relevant County Disciplinary Committee.
- 9.2.2. The decisions made by the referee or assistant referees on the Laws of the Game during a match are final. Clubs and players may however submit any Complaint against such an official to the FKF Referees Committee but cannot in any forum lodge an appeal against their herein stated decisions.
- 9.2.3. Upon receipt of any reported act of misconduct or offence the relevant Disciplinary Committee will as soon as is practicable set the case for hearing. The Committee, upon hearing all parties involved and giving them an opportunity to call witnesses and give evidence in support of their cases, has the power;
  - 9.2.3.1 to temporarily suspend or permanently ban from all or specified activities organized or authorized by the FKF;
  - 9.2.3.2 to fine;
  - 9.2.3.3 to order payment of compensation;
  - 9.2.3.4 to censure;
  - 9.2.3.5 to temporarily close or permanently ban a playing field;
  - 9.2.3.6 to order payment of costs related to a case; and or
  - 9.2.3.7 to require fulfillment of any other or further conditions as it shall deem fit to order.
- 9.2.4. A person who fails to obey any order made as herein provided within the specified time shall be suspended until they do so.

#### 9.3. Responsibility of Clubs for Misconduct

- 9.3.1. The FKF National Leagues and Competitions Committee has the discretionary power to take other disciplinary action against clubs for gross or repeated misconduct by the officials, players or supporters of their club. For example, the club may be suspended, fined and/or relegated if their players accumulate an excessive number of warnings and cards for misconduct or their players, officials and/or supporters are considered responsible for the abandonment of one or more matches in a league or competition organized or authorized by the FKF.
- 9.3.2. A Participant shall at all times act in the best interests of the game and shall not act in any manner which is improper or brings the game into disrepute or use any one, or a combination of, violent conduct, serious foul play, threatening, abusive, indecent or insulting words or behavior.

- 9.3.3. Clubs are responsible for the conduct of their members and supporters and must ensure they behave in a fair manner and refrain from violent, threatening, abusive, obscene and other provocative and unsporting conduct or language at a match.
- 9.3.4. For purposes of Rule 9.3.2., a "Participant" means a Member Association, Competition, Club, Official, Intermediary, Player, League Management body, FKF and/or their servants/ assigns/agents or all such persons who are from time to time participating in any activity sanctioned either directly or indirectly by FKF.

#### 9.4. Misconduct by team officials

- 9.4.1. Any team official guilty of an act of misconduct or offence and who have been sent off the team technical bench may in addition be sanctioned as provided below;
  - 9.4.1.1 FKF National Disciplinary Committee shall impose a further an automatic touchline ban of a minimum of two matches. Additional sanction(s) including but not limited to a fine and dressing room restriction before, during and after the match may apply.
  - 9.4.1.2 Any other further sanction by the FKF National Disciplinary Committee prescribed by any other FIFA, CAF and FKF Statute.

#### 9.5. Assault on Match Officials

- 9.5.1. An "assault" means any intentional physical contact with an official carrying out any officially recognized duties at a match organized or authorized by the FKF. Any reported assault of a match official off or away from the field of play will be dealt with as if the offence occurred on the field of play. An assault will be assessed for the purposes of disciplinary action under the following three categories;
  - 9.5.1.1 Common Assault: If the case is substantiated to the satisfaction of the FKF Disciplinary Committee, the member will be suspended for a minimum of ninety (90) days and may be fined or face other disciplinary action.
  - 9.5.1.2 Assault Causing Bodily Harm: If the case is substantiated to the satisfaction of the Disciplinary Committee, the member will be suspended for a minimum of 365 days and may be fined or face other disciplinary action. The offender and their club will be held financially responsible for the medical expenses and reasonable compensation for any intentional injuries, property damage or loss suffered by a match official.
  - 9.5.1.3 Assault Causing Serious Bodily Harm: If the case is substantiated to the satisfaction of the Disciplinary Committee, the member will be suspended permanently and may be fined or face other disciplinary action. The offender and their club will be held financially responsible for the medical expenses and reasonable compensation for any intentional injuries, property damage or loss suffered by a match official.

#### 9.6. Hooliganism

- 9.6.1. Clubs in a competition are responsible for order and security both inside and outside the stadium before, during and after matches.
- 9.6.2. If during game time, acts of hooliganism and violence cause the abandonment of a match, the defaulting club as found guilty by the FKF Disciplinary Committee will lose the match by forfeiture. For a league format competition, the defaulting club will further lose three (3) Points and three (3) Goals from those already accumulated while for a knock-out format the defaulting club will be eliminated from the competition and excluded from that particular competition the following season.
- 9.6.3. If during game time, acts of hooliganism and violence are committed but the match is completed, the results of the match will be upheld. For a league format competition, the defaulting club as found guilty by the FKF Disciplinary Committee will lose two (2) Points and two (2) goals from those already accumulated while for a knock-out format the defaulting club will be fined at least KES 100,000 (One Hundred Thousand Kenyan Shillings) or excluded from that particular competition the following season or both sanctions. If the defaulting club is the winner of the match and does not pay the fine of at

least KES 100,000 (One Hundred Thousand Kenyan Shillings) before the next knock-out match, it will be eliminated from the competition,

- 9.6.4. For avoidance of doubt, acts of hooliganism and violence may include but are not limited to any of the following;
  - 9.6.4.1 The throwing of any object within the Ground without lawful authority;
  - 9.6.4.2 The use of threatening behavior or racist, homophobic or foul and abusive language;
  - 9.6.4.3 The chanting of anything of an indecent or racist nature;
  - 9.6.4.4 Causing damage to, or interfering or tampering with any equipment, furniture, fitting or fixture within the ground
  - 9.6.4.5 Invading the field of play to disrupt progress of the match by official(s) and or the fans that support the club during the match by colors and insignia of the club or by action of logic.
- 9.6.5. For the purpose of this regulation and without prejudice to any other definitions;
  - 9.6.5.1 Club shall mean any of the two (2) teams that are engaged in a football match under question.
  - 9.6.5.2 Club shall comprise of its players and officials as registered on the match report and/or as registered with FKF.
  - 9.6.5.3 Club shall also comprise of the fans that support the club during the match by colors and insignia of the club or by actions of logic.
- 9.6.6. Clubs are financially responsible for the medical expenses and reasonable compensation for any intentional injuries, property damage or loss suffered by other clubs, officials and players caused by club members or supporters during or immediately before or after a match.

#### 9.7. Bribery

- 9.7.1. A "bribe" includes money, an advantage or a consideration offered or solicited to corruptly influence the performance or decisions of players and officials on or off the field;
  - 9.7.1.1 an "advantage" includes any office or dignity and any forbearance to demand any money or money's worth or valuable thing and any aid, vote, consent or influence or pretended aid, vote, consent or influence and any promise or procurement of, or agreement or endeavor to procure, or the holding out of any expectation of any gift, loan, fee, reward, consideration or advantage;
  - 9.7.1.2 a "consideration" includes valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage and also employment or services or an agreement to give employment or render services in any capacity.
- 9.7.2. Anyone who offers, solicits or accepts a bribe will be banned for life from attending and participating in all activities organized or authorized by the FKF.
- 9.7.3. Information on any attempted or actual bribery must be reported in writing to the FKF within forty-eight (48) hours. Anyone who fails to do so will be banned for life from attending and participating in all activities organized or authorized by the FKF.
- 9.7.4. A game won through corrupt influence on an official or player will be replayed.
- 9.7.5. Every case of attempted or actual bribery will be reported to the Confédération Africaine de Football (CAF) and the Fédération Internationale de Football Association (FIFA) for further action.



## CHAPTER 10 COMPLAINTS, PROTESTS AND APPEALS

#### 10.1. Complaints

- 10.1.1. Any team, affiliate, official, player, staff member, or any other person or body in membership of FKF or its affiliates, inclusive of a club that has not lodged a protest in respect of a game in which it participated, may lodge a Complaint with FKF, in respect of any act of misconduct/offence allegedly committed.
- 10.1.2. The Complaint must be lodged in writing within seventy-two (72) hours of occurrence of the incident.
- 10.1.3. The written Complaint must set out the full facts on which it is based and refer to the Rule and/or Rule and Regulation allegedly contravened by the offending party.
- 10.1.4. The Complaint must not be in respect of a protest based on facts substantially similar to one that has already been lodged and/or has been heard and determined by FKF or its Judicial Bodies.
- 11.1.5. The onus is on the Complainant to ensure that the provisions of Rules 10.1.2, 10.1.3 and 10.4 above are complied with. Should the complaint not comply with these provisions, the complaint will be dismissed.
- 10.1.6. Upon receipt of a Complaint, the FKF shall:
  - 10.1.6.1. If need be, Call for any further or better particulars of the Complaint; and
  - 10.1.6.2. Forward to the Respondent all the documentation constituting the Complaint and ask the Respondent for a written Response to the Complaint.
- 10.1.7. The Respondent shall within seventy-two (72) hours file a Response to Complaint. The matter shall then be referred to the FKF Disciplinary Committee or any other relevant FKF Judicial Body whether or not a Response has been tendered.
- 10.1.8. Any matter referred to FKF Disciplinary Committee or any other relevant FKF Judicial Body in terms of this Rule shall be heard as soon as is practicable. Both parties shall be accorded, at their own cost equal, opportunity to call witnesses and tender any evidence in support of their respective cases, with FKF/the Complainant having the first right of audience.
- 10.1.9. FKF shall prosecute all cases where parties have been charged with acts of misconduct or offences.
- 10.1.10. The sanctions that shall be imposed by the FKF National Disciplinary Committee or any other FKF Judicial Body shall be limited to the following or combination of the following:
  - 10.1.10.1 The imposition of a monetary fine not exceeding KES 50,000 (Fifty Thousand Kenyan Shillings);
  - 10.1.10.2. The censure of the offending party concerned;
  - 10.1.10.3. The closure of a ground for a stated period;
  - 10.1.10.4. Ordering the offending party to pay all expenses of and incidental to the consideration of the matter;
  - 10.1.10.5. Suspension of individual players or officials;
  - 10.1.10.6. Recommend to the FKF Leagues & Competitions Committee the cancellation/expulsion or suspension of a team from the FKF Leagues & Competitions for any period. In this case, all results involving the expelled team will be expunged from the FKF Leagues & Competitions as if the team had never played any matches;

- 10.1.10.7. The barring of the offending party from entering the relevant FKF League & Competitions in the following season;
- 10.1.10.8. Forfeiture of points without awarding them to the complainant or any other team directly or indirectly affected by the misconduct.

#### 10.2. Protests

- 10.2.1. Any team directly involved in a game may lodge a protest with FKF in respect of any game played under the auspices of FKF, if the protesting club participated in the same game.
- 10.2.2. Where the protest relates to:
  - 10.2.2.1. The use of a player whose name is contained in the team sheet of the opposing team and who is allegedly unregistered, suspended, banned, fraudulently or improperly registered, the protesting team must, at any time prior to the match kick-off, object in writing to the use of the said player (setting out the reasons for the objection)by furnishing the referee in the presence of the senior assistant referee, with such objection which objection shall be counter-signed by the opposing team official and included by the referee/ Match Commissar in the Referee's Report and/or the Match Commissar's Report; The Match Commissar shall then ensure that a photo of the said player lined up together with all the match officials is taken and a copy of the same is attached to the Match Report; or
  - 10.2.2.2. Any other contravention of the FKF Statutes and/or these Rules by a team, team official, player or match official (offending party) who participated in the said match, the protesting team must ensure that the exact nature and cause of the protest is furnished in writing to the referee in the presence of the senior assistant referee, and is counter-signed by the opposing team official, immediately prior to the kick-off of the match, or on the field of play at any time before the final whistle. The opposing team official and the match official are obligated to sign the protest. Failure to do so will attract disciplinary sanctions.
- 10.2.3. A written Protest, as required by these Rules must be lodged with the FKF within forty-eight (48) hours (these hours apply to working days and will not run on weekends or public holidays) after the game.
- 10.2.4. The written Protest, referred to in 10.2.3 above, must set out the full facts on which it is based and must refer to the Rule(s) allegedly contravened by the offending party.
- 10.2.5. A Protest will not be made against the referee's and/or assistant referee's decision connected within the field of play, such decisions are considered final.
- 10.2.6. Upon receipt of a protest, the FKF shall:
  - 10.2.6.1. Forward to the Respondent all the documentation constituting the Protest, and ask the Respondent for a written Response to Protest.
  - 10.2.6.2. The Respondent shall within seventy-two (72) hours file a Response to Protest. The matter shall then be referred to the FKF National Leagues and Competitions Committee or any other relevant FKF Judicial Body whether or not a Response has been tendered.
- 10.2.7. Any charge(s) referred by FKF in terms of Rule 10.2.6. shall be heard and determined by the FKF National Leagues and Competitions Committee or any other relevant FKF Judicial Body in accordance with these Rules and/or the relevant Statute and/or its precedents and shall deal with the matters raised by the protesting party in its written protest. The onus is on the protesting party to ensure that the provisions of Rules 10.2.2, 10.2.3,

and 10.2.4 above are complied with. Should the Protest not comply with these provisions, the Protest will be dismissed.

10.2.8. Any matter referred to FKF National Leagues and Competitions Committee or any other relevant FKF Judicial Body in terms of this Rule shall be heard as soon as is practicable. Both parties shall be accorded, at their own cost equal, opportunity to call witnesses and tender any evidence in support of their respective cases, with FKF/the Protesting Party having the first right of audience

#### 10.3. Appeals

- 10.3.1. Save where the right of appeal is restricted in terms of any FKF Statute and/or these Rules, any party directly affected by any decision made or penalties imposed by any employee or official of FKF and/or any FKF Committee shall have the right to appeal to the FKF Appeals Committee.
- 10.3.2. An appeal must state the full reasons for the appeal and specify the grounds and rules on which it is based. An appeal will be adjudicated only on the grounds or rules specified. An appeal must be based on one or more of the following grounds:
  - (i) one or more rules other than the Laws of the Game were seriously violated during or immediately before or after a match;
  - (ii) a committee or other relevant authority made a decision which was not justified by the facts of the case;
  - (iii) a committee or other relevant authority decided on an inappropriate penalty or compensation; or
  - (iv) a committee or other relevant authority acted contrary to the rules or constitution.
- 10.3.3. Members must provide on request any documents and other evidence related to an appeal being considered by a competent committee or authority.
- 10.3.4. Procedures for lodging an Appeal;
  - 10.3.4.1. An appeal must be lodged in writing within seventy-two (72) hours of receipt of the written disciplinary hearing decision.
  - 10.3.4.2. The Appellant must lodge all relevant documents including grounds for appeal with the prescribed KES 100,000 (One hundred thousand Kenyan Shillings) minimum appeals fee and any other extra fees within the seventy-two (72) hours.
  - 10.3.4.3. It is the duty of the Appellant to serve all parties with the relevant documentation.
  - 10.3.4.4. It is the duty of the Appellant to ensure that the transcript or the minutes of the disciplinary hearing are available before the matter is set down.
  - 10.3.4.5. The Appellant is liable for the costs of the transcript or the minutes.
  - 10.3.4.6. If further investigations are needed, they must be completed and a decision made within thirty (30) days after the date the appeal was received by the FKF.
- 10.3.5. Members have the right to appeal against any decision made by FKF and / or any of its national committees to the FKF Appeals Committee. This provision shall apply mutatis mutandis to County Leagues and Competitions. Appeals against decisions of a County League Appeals Committees shall lodged with the FKF Appeals Committee. All appeals shall be made in writing. The Appeal and KES 100,000 (One hundred thousand Kenyan Shillings) fee and any other extra fees must be received by the FKF within three (3) days from the date the member was sent the official letter informing them of the decision of the committee. The Appeal shall be considered at the next meeting of the National or County Appeals Committee meeting.

10.3.6. At any time, any member can refer a matter to the FKF Arbitration Committee as provided for by the FKF Constitution. All requests for the same must be made in writing and copied to FKF.

## **CHAPTER 11: DOPING**

#### 11.1. Doping

- 11.1.1. Doping is the use of a substance(s) that could have the effect of artificially improving the player's physical and /or mental condition and so augmenting artificially his athletic performance.
- 11.1.2. Doping is strictly forbidden by the FKF, CAF & FIFA and any person found to have indulged in doping shall be sanctioned according to the FIFA regulations.
- 11.1.3. The FKF medical committee and/or ADAK may randomly ask players without prior notice to provide their organic substance samples for the doping tests.
- 11.1.4. Any member who uses, provides or encourages the use of prohibited substances will be suspended and face other disciplinary action. The provisions set out in the FIFA anti-doping and the World Anti-Doping Authority (WADA) Policy on Prohibited Substances will be applied.
- 11.1.5. Any player who refuses to instantly provide such samples shall be liable for disciplinary action.

## **CHAPTER 12: COMMUNICATIONS**

#### 12.1. Communications

- 12.1.1. The following means of communication shall be the accepted official communication means:
  - (i) When written communication is received and signed for by any of the registered officials of the recipient;
  - (ii) When delivered to the premises of the recipient and signed for;
  - (iii) When posted and proof of post is acquired;
  - (iv) When an e-mail of the official document is sent to the Chairman's and/or the CEO's and/or Club's registered e-mail addresses. (For avoidance of doubt, not checking e-mail boxes shall not be an accepted reason for not receiving a communication).
- 12.1.2. Each communicating party may endeavor to use more than one of the above means to communicate.

## **CHAPTER 13: FINAL PROVISIONS**

#### Rule 1: MATTERS NOT PROVIDED FOR AND CHANGES TO THESE RULES

- 13.1. Matters not provided for in these Rules will be dealt with in terms of the FKF Statutes, other relevant FKF prescripts and precedents, and where the same are silent the Rules and Regulations of FIFA, as the case may be, including the FIFA Anti-Doping Regulations. In case of conflict between these regulations and the FIFA statutes, the FIFA statutes will take precedence at all times.
- 13.2. The FKF National Executive Committee will be empowered to amend, alter and add to these Rules at any time during any one season. Such amendments, alterations and additions to these Rules will be operative with immediate effect.
- 13.3. Any documentation of whatsoever nature, which is required to be served upon a team, team official or player, shall be served on such party by email or hard copy on an address supplied to FKF by the team at the time of its annual registration with the league. Any documentation of whatsoever nature, which is required to be served upon FKF shall be served upon its CEO/ Secretary General through its official email address or to its secretariat.
- 13.4. Officials that are not reflected or mentioned/named on the Team Annual / Renewal Registration form shall not be allowed to represent the respective team at any hearing or activities of FKF.

## **APPENDIX 1.**

### ACADEMY AND YOUTH TEAM CLASSIFICATION AND COMPENSATION SYSTEM

#### Academy Classification

Each Academy will be categorized from 1 to 4. The academies will be audited every 3 years. FKF will work closely with its clubs to ensure that standards are maintained and improved where required.

Academy Classi-	Definition	Performance Path-	Compensation/
fication		way	Yr.
CATEGORY 1	This is the highest cat- egory awarded to an academy. A category 1 academy will provide players with a formal education from age 13 in addition to their football education.	U13 to U21	At least KES 30,000/-
	Category 1 academies can recruit nationally provided that the play- er is guaranteed a full education.		
	Head Academy Coach qualification: CAF Level C or Equivalent and Above.		
	Mandatory Conditions: -Dedicated Youth Strength & Condition- ing Coach -Dedicated physio -Club provided board- ing facilities or home living arrangements -Academy teams have to participate in FKF leagues at whatever level. -High level of club facil- ities including playing pitches, gym, Nutrition and medical facilities		
	-Senior team is playing in KPL or NSL level or academy has an ar- rangement with clubs playing at KPL or NSL level for player devel- opment purposes.		

38

CATEGORY 2	A Category 2 academy is an elite development environment where academy players are recruited locally.	U13 to U21	At least KES 20,000/-
	Category 2 academies may offer players a full education or partially support the education of a player.		
	Head Academy Coach qualification: CAF level C or equivalent and above.		
	Mandatory Conditions:		
	Dedicated Youth Strength & Condition- ing Coach		
	Dedicated youth physio		
	Academy teams have to participate in FKF Leagues at whatever level		
	Mid level of club facil- ities including playing pitches, medical facil- ities, access to a gym and nutritional support		
	Senior team is playing at KPL or NSL level or the academy has an arrangement with clubs playing in KPL or NSL for player development purposes.		

CATECODY -			
CATEGORY 3	A category 3 Acade- my or Youth team is a development environ- ment where players are provided with coaching and development op- portunities. Mandatory Conditions: Head Academy Coach qualifications: FKF basic and Advanced Coaching Certification Part-time Strength and Conditioning Coach, Part-time physio Senior Team, Academy or youth team partici- pates in KPL, NSL, FKF Division 1 League, FKF Division 2 League or FKF Branch League.	U13 to U21	At least KES 10,000/-
CATEGORY 4	A Category 4 Acade- my or Youth team is a development environ- ment where players are provided with coaching and development op- portunities Mandatory Conditions: Head academy Coach qualifications: FKF Basic and Advanced Coaching Certification. Senior Team, Academy or Youth team partic- ipates in FKF County or Sub-branch (Sub branch leagues) or FKF elite or Youth leagues.	U13 to U21	At least KES 5,000/-