

# Directives of the England and Wales Cricket Board

## Guidelines Referring to Directive 4 of the Directives of the ECB

- 1** These Guidelines are not a substitute for The Directives of the ECB and in particular Directive 4 which follow and do not attempt to set out the rules in their entirety. They are not part of the Regulations of the ECB and are not binding on the ECB in any sense. They try to point to some of the changes brought about in 1997 but you must read and understand the Directive before you make any comment to the press or media. If you are in doubt as to any aspect of the Directive, please seek advice from your County or the ECB.
- 2** The regulation of the making of public statements by Cricketers has long been the subject of debate and previous Directives have been perceived by some as being too restrictive. The ECB has determined that professional Cricketers must be given greater latitude in this direction but it must be appreciated that this carries greater responsibilities also. Accordingly, Directive 4 on public statements is intended to remove the restrictions upon Cricketers commenting to the press on matters of topical interest where such comment has not previously been 'cleared' by the County or the ECB.
- 3** Please note, however, that any comment made must be fair and reasonable and must not involve a personalised attack on another cricketer, umpire, administrator or County. Relationships between Cricketers themselves, umpires and Counties are generally very good and we do not wish to have these jeopardised by the publication of material which includes a 'personal attack'. Any complaints as to personal conduct or

behaviour are to be made in the usual way to the Discipline Standing Committee of the ECB.

- 4** It will be open to a County - as now - to instruct its playing staff as to which representative/s shall have the authority to speak to the press but in any event, the County will be as liable as its Cricketer for any comment which breaches the terms of the Directive.
- 5** Any Cricketer in doubt as to whether his proposed comment may be in breach of the Directive would be well advised not to make it until he has sought the opinion of his own County Club or the ECB (which will always be prepared to help in these circumstances).

# Directives of the England and Wales Cricket Board

For the purposes of these Directives, Members of the ECB shall be deemed to be the members of the First Class Forum and of the Minor Counties Cricket Association ('MCCA') and the MCCA itself.

Definitions set out in The Regulations Governing the Qualification and Registration of Cricketers shall, except where the context otherwise requires, apply to this Regulation.

## 1 Player Eligibility

Subject to the overriding discretion of the ECB in any particular case or cases no Cricketer shall be permitted to play in any Competitive County Cricket match under the jurisdiction of the ECB unless:

- 1.1 he is a registered Cricketer registered in accordance with the Regulations Governing The Qualification and Registration of Cricketers for Competitive County Cricket and The Regulations Governing The Qualification of Cricketers to Play For England.
- 1.2 there has been delivered to the ECB an undertaking relating to the relevant season in the form set out in the Schedule hereto signed by him; and
- 1.3 (unless this requirement has been waived by the Registration Standing Committee or the ECB either generally or in respect of a specified period) there has been lodged or relogged with the ECB a copy of (or other specified information relating to) the contract between him and his County Cricket Club in respect of the relevant season.

The undertaking referred to in 1.2 above shall be valid until the beginning of the next following season, unless cancelled by the registered Cricketer on cancellation of his registration with the ECB in accordance with the provisions of Regulation 6 of The Regulations Governing The Qualification and Registration of Cricketers for Competitive County Cricket.

**Note** This Directive does not apply to any substitute fielders who are not registered Cricketers. The relevant County Cricket Club will be responsible for their conduct.

## **2 Full Strength Teams**

*In order to maintain the integrity of First Class County competitions and to deliver the undertakings within sponsorship and broadcasting contracts, each County shall play a full strength team in all matches in the Frizzell County Championship, the Cheltenham & Gloucester Trophy, the Twenty20 Cup and the 45-over League. If the ECB Chief Executive considers that an 'under strength' team has been fielded without a satisfactory explanation having been provided (either before or after the match) he shall refer the matter to the ECB Discipline Standing Committee which has the power to impose an unlimited fine and/or the deduction of points as it thinks appropriate.*

## **Guidelines for the application of this regulation**

*This policy does not exclude the occasional resting of regular first team players, the unavailability of players due to injury or the selection of inexperienced up and coming staff players, but emphasizes that Counties must balance their desire to rest players and/or provide experience for young players with their responsibility to maintain the integrity of County competitions.*

*A County fearful of falling foul of this regulation as a result of fielding what could be perceived as an 'under strength' team in these competitions should seek prior approval for their intended team by explaining the reasons to the ECB Chief Executive (or the Director of Cricket Operations or Cricket Operations Manager (First Class) acting on behalf of the Chief Executive) in advance of the match.*

### **3 Conduct and Behaviour**

The ECB is committed to maintaining the highest standards of behaviour and conduct of those subject to its jurisdiction. In pursuance of these standards the following rules of conduct shall be complied with by all those persons subject to the jurisdiction of the ECB or of any Member of the First Class Forum or of the Minor Counties Cricket Association.

- 3.1 Each such person shall comply in all respects with all Rules, Regulations, Directives (including this Directive) and Resolutions of the ECB for the time being in force.
- 3.2 Each such person shall at all times conduct himself fairly and properly on the field which, for the purpose of this sub-paragraph, shall include any part of a cricket ground and not merely the field of play. Without prejudice to the generality of the foregoing the following shall be regarded as conduct which is not fair and proper:

- 3.2.1 verbal or physical abuse or hostility towards any other such person or any member of the public
- 3.2.2 disputing an umpire's decision or reacting in an obviously provocative or disapproving manner towards an umpire at any time
- 3.2.3 using crude and/or abusive language ("sledging") or hand signals or engaging in like conduct.
- 3.3. No such person may conduct himself in a manner or do any act or omission which may be prejudicial to the interests of cricket or which may bring the game of cricket or any Cricketer or group of Cricketers into disrepute.
- 3.3 (a) In respect of Directives 3.1-3.3 inclusive, it shall be the additional responsibility of any person captaining a team (whether officially appointed to this position or on an ad hoc basis) that he ensures that each member of the team under his control complies with the Rules, Regulations, Directives and Resolutions of the ECB for the time being in force.
- 3.4 Each such person shall comply with the ECB's Anti-Doping Regulations and in particular but without prejudice to the generality of the foregoing all matters relating to or arising out of or in connection with the verbal or physical abuse of or hostility towards a Doping Control Test Official and, in addition, the possession or use of controlled drugs (other than as lawfully prescribed by a medical practitioner) or the commission of any criminal offence relating to drugs shall be regarded as a matter which may bring the game of cricket into disrepute.
- 3.5 Each such person shall comply in all respects with the ECB's guidelines on the award and conduct of Cricketers' benefits for the time being in force or of any undertaking given to the ECB in connection therewith.

The persons subject to the jurisdiction of the ECB are all those persons referred to in paragraph 1 of the ECB's Discipline Standing Committee Regulations for the time being in force. The persons subject to the jurisdiction of a Member of the ECB are all those persons who are for the time being members of the governing body or any committee or sub-committee or officers or employees or agents of such Member, as well as any other person over whom such Member exercises control. Each Member of the ECB shall be responsible for the compliance with the terms of this Directive of every person subject to its jurisdiction as aforesaid.

### 3.6 Fixed Penalties

#### **Jurisdiction**

##### 3.6.1 This Directive applies to cricketers:

- (a) registered with the ECB pursuant to the Regulations Governing the Qualification and Registration of Cricketers ("Registered Cricketers"); and/or
- (b) playing in any match:
  - (i) at any level for a member of the First Class Forum;
  - (ii) under the ECB's jurisdiction which has First Class status;
  - (iii) under the ECB's jurisdiction in which at least one of the teams represents a Minor County or a County Board;
  - (iv) for England Under 19 or England Under 17.

When this Directive applies to a particular cricketer, it shall also apply to that cricketer's County and to officials of that County.

#### **Breaches**

##### 3.6.2 For the purposes of Directive 3.6, certain conduct whether on or off the field of play amounting to a breach of the Laws of Cricket and/or the Spirit of

Cricket has been categorised within 4 levels. Details of the breaches within each of these levels are set out below:

### **Level 1**

- (a) time wasting by either the fielding side or the batting side which results in a 5 run penalty.
- (b) abuse of cricket ground, equipment or fixtures/fittings;
- (c) showing dissent at an umpire's decision by word or action;
- (d) using language that is obscene, offensive or insulting and/or making an obscene gesture;
- (e) excessive appealing.

### **Level 2**

- (a) showing serious dissent at an umpire's decision by word or action;
- (b) inappropriate and deliberate physical contact between players in the course of play;
- (c) charging or advancing towards an umpire in an aggressive manner when appealing;
- (d) deliberate and malicious distraction or obstruction on the field of play, regardless as to whether such conduct is deemed unfair under Law 42.5;
- (e) throwing the ball at or near a player, umpire or official in an inappropriate and dangerous manner;
- (f) using language or gesture that is obscene or of a serious insulting nature to another player, umpire, referee, team official or spectator;
- (g) changing the condition of the ball other than as permitted by Law 42.3;
- (h) bowling a fast short pitched ball and/or accidental high full pitched ball that results in the bowler being disallowed from bowling any further in that innings;
  - (i) causing avoidable damage to the pitch that

results in a 5 run penalty being awarded under Laws 42.13 and/or 42.14.

As regards level 2(f), it is acknowledged that there will be verbal exchanges between players in the course of play. Rather than seeking to eliminate these exchanges entirely, umpires will look to act under Directive 3.6 when this falls below an acceptable standard.

### **Level 3**

- (a) intimidating an umpire or referee;
- (b) threatening to assault another player, team official or spectator;
- (c) using language or gesture that offend, insult, humiliate, intimidate, threaten, disparage or vilify another person on the basis of that person's race, religion, colour, descent or national or ethnic origin;
- (d) deliberately bowling a high full pitched ball which is deemed dangerous and unfair as defined in Law 42.6 (b).

### **Level 4**

- (a) threatening an umpire or referee;
- (b) physical assault of another player, umpire, referee, official or spectator;
- (c) any act of violence on the field of play;
- (d) using language or gesture that seriously offend, insult, humiliate, intimidate, threaten, disparage or vilify another person on the basis of that person's race, religion, colour, descent or national or ethnic origin.

For the avoidance of doubt, any breach reported by an umpire involving violence, the threat of violence or physical abuse of any kind shall also be referred to a Disciplinary Panel of the Discipline Standing Committee ("the DSC").

## **Procedure**

- 3.6.3 If an umpire considers there has been a breach described in 3.6.2 above, he shall, as soon as reasonably practicable after the close of play for the day upon which the breach occurred, notify the relevant parties in accordance with 3.6.4 below. Such notification shall be given irrespective of any action the umpire may have taken on the field of play in respect of that breach.
- 3.6.4 The umpire shall, in the presence of his colleague umpire, notify the cricketer and, in that cricketer's presence, his captain and a representative of his County, as to the level and nature of the breach and he shall invite any comment the cricketer may wish to make.
- 3.6.5 Upon completion of the notification, a conduct report shall be completed in the form set out in Appendix X. The section of the report under the heading "Player's comments" shall be completed by the cricketer and the remainder of the report shall be completed by the umpire reporting the breach. The report shall be signed by both umpires, the cricketer and the cricketer's captain. As soon as reasonably practicable after the report has been signed, it shall be sent to the DSC by one of the umpires.
- 3.6.6 Upon receipt of a conduct report, the DSC shall forthwith record detail of the breach referred to in the conduct report and shall then notify the cricketer and his County as to the consequences flowing from the breach including the imposition of any penalty and the date on which any period of suspension shall commence.
- 3.6.7 Subject to 3.6.10 below, there shall be no review of the umpire's decision to submit a conduct report to the DSC unless the cricketer reported alleges that he has been mistakenly identified by the umpire.
- 3.6.8 Any application to review an umpire's decision to

submit a conduct report to the DSC on the basis that the cricketer reported alleges that he has been mistakenly identified by the umpire shall be made in writing to the DSC within 3 clear days of the umpire's notification to the cricketer under 3.6.4 above.

- 3.6.9 Any review, pursuant to an application under 3.6.8 above, shall be carried out by a Disciplinary Panel of the DSC within 14 days from the date on which the DSC receives the application. Such review shall comprise a hearing conducted in accordance with regulations 6 and 7 of the Discipline Standing Committee Regulations except that the only issue for determination by the Disciplinary Panel shall be whether the cricketer reported was in fact the cricketer whose conduct the umpire concluded amounted to a breach under 3.6.2 above. There shall be no appeal from any finding by the Disciplinary Panel on this issue. For the avoidance of doubt, no issue may be tried as to whether the conduct reported by the umpire amounted to or involved any breach under 3.6.2 above.
- 3.6.10 If the Chairman of the DSC considers that the consequences of any penalty that would ordinarily be imposed upon a cricketer under Directive 3.6 might produce a result which is manifestly unfair for the relevant cricketer, he may convene a Disciplinary Panel Hearing to consider the matter. At any such hearing, the Disciplinary Panel shall comprise 5 members of the DSC and the cricketer involved shall be invited to address the Disciplinary Panel. If the Disciplinary Panel concludes that any penalty that would ordinarily be imposed under Directive 3.6 would produce a result which is manifestly unfair for the relevant cricketer, the Disciplinary Panel may, in its absolute discretion, disapply the normal penalty and substitute such lesser penalty (if any) as it considers appropriate. There shall be no appeal against any decision by the Disciplinary Panel at any such hearing.

## Penalties

3.6.11 Subject to 3.6.12 below, a breach recorded in a conduct form shall carry the following penalties:

<b>Level of Breach</b>	<b>Penalty</b>
1 .....	Reprimand
2 .....	3 points
3 .....	6 points
4 .....	9 points

3.6.12 A subsequent level 1 breach, committed within 12 months from the date of the previous level 1 breach, shall carry a penalty of 3 points.

3.6.13 The penalties described above shall remain in force for a period of 12 calendar months from the date on which the cricketer is notified by the DSC pursuant to 3.6.6 above and shall not be expunged by virtue of any period of suspension being imposed.

3.6.14 If a cricketer accumulates 9 or more points during any period of 12 months, he shall receive the following automatic suspension:

<b>Points accumulated</b>	<b>Automatic Suspension</b>
9 .....	1 unit
18 .....	2 unit
27 .....	4 unit

For these purposes, a "unit" is defined in accordance with 3.6.15 and 3.6.16 below.

3.6.15 Subject to 3.6.16, a unit shall mean such period of time as embraces the next 2 competitive First Eleven matches (1 day or 3 or 4 day) in the programme of the cricketer's County, with the commencement of such period being calculated in accordance with 3.6.18 below. Two units and 4 units shall embrace respectively

twice and four times the period of a 1 unit suspension, namely 4 and 8 competitive matches.

- 3.6.16 In any case in which all points have been accumulated in respect of the cricketer's involvement in non First Eleven matches and/or non International matches at any level, one unit shall mean such period of time as embraces the next 2 competitive Second Eleven, Minor County or County Board matches (one day or 3 or 4 day) in the programme of the cricketer's County, or the expiry of 14 days, whichever is shorter, with the commencement of such period being calculated in accordance with 3.6.18 below. In these circumstances, 2 units and 4 units shall embrace respectively twice and four times the period of suspension of 1 unit, namely 4 competitive matches or 28 days, whichever is shorter, and 8 competitive matches or 56 days, whichever is shorter.
- 3.6.17 During any period of suspension, the cricketer suspended may not play in any match under the jurisdiction of the ECB (including International Cricket).
- 3.6.18 Any automatic suspension under 3.6.14 above shall:
- commence with effect from the day after the day on which the relevant cricketer is notified by the DSC under 3.6.6 above or, if he is engaged in a match on the day of being so notified, shall commence on the day after the scheduled conclusion of that match;
  - embrace only days falling within a First Class season and may therefore straddle 2 First Class seasons;
  - apply to all cricket under the jurisdiction of the ECB.

### **Counties**

- 3.6.19 If, during any period of 12 months, there are 5 or more separate occasions on which Registered Cricketers

contracted to the same County receive a penalty under Directive 3.6, that County shall be required to attend a Disciplinary Panel Hearing under the Discipline Standing Committee Regulations. In these circumstances, the captain, coach, chairman and chief executive of the relevant County shall be required to attend the hearing. At the hearing, the Disciplinary Panel shall have power, in its absolute discretion, to direct the County to pay an unlimited fine plus costs of the hearing. Unless the circumstances are exceptional, the fine shall be not less than £2,000.

### **General**

3.6.20 Nothing in Directive 3.6 shall alter or limit the power of the DSC or any County to take disciplinary proceedings or other action against any cricketer or County. However, when deciding what penalty (if any) to impose in respect of any breach under 3.6.2 above, any such disciplinary panel or appeal panel shall take into account any penalty that has already been imposed in respect of that breach under Directive 3.6.

### **3.7 Match Fixing, Betting and Forecasting Jurisdiction**

3.7. Any breach of these Directives shall be dealt with under the Disciplinary Regulations.

3.7.2 These Directives apply to all persons over whom the Board exercises jurisdiction but for the avoidance of doubt they apply specifically to the following:

- (a) all Registered Cricketers or Notified List Cricketers;
- (b) any cricketer (other than a member of an official visiting touring team) involved in any match
- (c) all First Class and Minor County Cricket Clubs;
- (d) all umpires contracted to the ECB or officiating at any match;
- (e) any person who may be able directly or indirectly to

influence the outcome of any match and/or any event in any match and who is at the relevant time an employee, agent, officer, selector, groundsman, or committee member of an ECB Member;

(f) any person who is at the relevant time an employee of the ECB, including those who may be contracted by the day or match such as Pitch Liaison Officers, Match Referees and like officials.

(g) references to a match or matches in these Directives refer to a cricket match or matches played under the jurisdiction of ECB and/or ICC.

- 3.7.3 No person may contrive or attempt to contrive, whether alone or in combination with others, a predetermined result for any match or matches.
- 3.7.4 No person may fail to perform on his merits for reward in any match or matches.
- 3.7.5 No person may induce or attempt to induce or encourage or attempt to encourage any person not to perform on his merits in any match or matches.
- 3.7.6 No person may perform or attempt to perform or arrange or attempt to arrange the accomplishment of any event or events in a cricket match or matches which event or events are to his knowledge the subject of a bet or bets of any kind and for which he expects to receive or has received any reward.

### **Betting**

- 3.7.7 No person may bet, whether directly or indirectly, for reward, on any match, matches or series of matches or any aspect of any match, matches or series of matches.
- 3.7.8 No person may offer the facility for any such bet, as described above, to be placed.

### **Forecasting**

- 3.7.9 No person may for reward provide, before or during

any match information to any person concerning the weather, the teams, the pitch, the state of the ground, tactics, the status of, or the outcome of any match.

- 3.7.10 The above Directive does not inhibit any person from providing such information or opinion to any person and, in particular, the media, subject only to the person's contract of employment, so long as the provision of such information or opinion is not itself directly for reward.
- 3.7.11 The Board recognises that persons will, from time to time, enter into engagements for reward to provide relevant information by way of journalistic articles, oral presentations for the media and public and on the internet. So long as the product of that enterprise enters the public domain and is readily accessible to the public without unreasonable restriction, that activity will not be in contravention of these Regulations. Thus, without necessarily limiting the exceptions to this category, but by way of example, any person who receives a reward for writing or reporting on any match in whatever format, may do so subject only to that person's contractual relationship with his employer. Subject only to 5.2 herein, no person may provide such information for reward where that information is not intended or does not in practice enter the public domain or is not readily accessible to any member of the public without undue effort or expense. The provision for reward of such information to, for example, a restricted audience, such as a bookmaking concern, is specifically prohibited by these Regulations.
- 3.7.12 As from the coming into force of these Directives, any person who has such a contractual arrangement with a bookmaker or gambling concern must before 1st April 2003 provide the Chief Executive of ECB with details of the contractual arrangement. Failure to provide this information will be a breach of these Directives and will be penalised accordingly. Any such

existing contractual arrangement must not thereafter be renewed.

## **Captains**

- 3.7.13 The Board recognises that captains of teams involved in any match are in a unique position of power and vulnerability in respect of the matters covered by these Directives. A captain may therefore not conduct the playing of any match by way of exercising his choices in respect of batting order, bowling order, field placings, declarations or otherwise with a view to contriving a predetermined or agreed result, or, where relevant, with a view to achieving for either or both sides a predetermined or agreed number of bonus or other match points. This Directive is not intended to inhibit, in any way, a captain from making a sporting declaration of an innings or other sporting arrangement aimed at reaching a result where that actual result or outcome cannot be determined in advance.

## **General Provisions**

- 3.7.14 For the purposes of these Directives, a person acts "for reward" if he arranges or agrees to receive any financial or other benefit, directly or indirectly, for himself, another or others and "reward" shall be construed accordingly.
- 3.7.15 No person may receive any reward which could bring him or the game of cricket into disrepute.
- 3.7.16 A person will be in breach of this Directive if he receives any reward or rewards from any person with an aggregate value in excess of £500.00 without having declared such reward in writing to his team manager or other relevant person in authority as his employer, explaining the exact nature of the reward and why it was given. This Directive does not prohibit receipt of reward for legitimate commercial services (eg. speaking or writing engagements) or Benefit or

Testimonial Year event receipts; but does apply to reward received in respect of a person's performance on the field of play, his fame, status or reputation.

- 3.7.17 If any person is aware that any other person has engaged in conduct, or received approaches, such as are described in any provision of these Directives, he is under an obligation to report such conduct or approach to his team manager or other relevant person in authority at his employer or the Board.

### **Investigatory Powers**

- 3.7.18 In conjunction with the investigatory powers conferred on the Disciplinary Standing Committee by the Disciplinary Regulations, this Directive confers specific authority on the Committee to exercise all such powers as they may reasonably deem necessary to complete a full and fair investigation of any allegation arising under these Directives. Any person may be required to allow the Committee full access to any financial information, personal correspondence, documentation, electronic mail, memoranda, telephone records or other such evidence or documentation as the Committee shall require of him. Failure to provide any such evidence or documentation as is requested shall permit the Committee to draw such adverse inference against the person from whom the evidence was requested as the Committee shall reasonably determine.

### **Penalties**

- 3.7.19 The Committee retains the absolute discretion to impose any penalty within its general powers in respect of any proven allegation of breach of these Directives, save that the maximum penalties to be considered by the Committee in relation to an individual engaging in conduct covered by these Directives shall be as follows:
- 3.7.20 Any person found to have bet on any match or matches or any aspect of the same, in which such

person took part or was involved directly or indirectly by association:

### **Penalty**

Suspension for a period of 5 years from any involvement in the playing, organisation or administration of any cricket under the jurisdiction of the Board and/or a fine, the amount of which shall be unlimited and left to be assessed in the light of the actual circumstances.

- 3.7.21 Any person found to have induced or encouraged any other person to bet on any match or matches, or any aspect of the same, or to have offered the facility for such bets to be placed:

### **Penalty**

Suspension for a period of 5 years from any involvement in the playing, organisation or administration of any cricket under the jurisdiction of the Board if the Committee is satisfied that the bet was placed directly or indirectly for the benefit of the person against whom the charge was found. Otherwise, a suspension of 2 years. In addition, in either case, a fine may be imposed, the amount of which shall be unlimited and left to be assessed in the light of the actual circumstances.

- 3.7.22 Any person found to have gambled or entered into any other form of financial speculation on any match, matches or any aspect of the same:

### **Penalty**

Suspension for a period of 5 years from any involvement in the playing, organisation or administration of any cricket under the jurisdiction of the Board and/or fine, the amount of which shall be unlimited and left to be assessed in the light of the actual circumstances.

- 3.7.23 Any person found to have induced or encouraged any

other person to gamble or enter into any other form of financial speculation on any match, matches or any aspect of the same:

### **Penalty**

Suspension for a period of 5 years from any involvement in the playing, organisation or administration of any cricket under the jurisdiction of the Board if the Committee is satisfied that the bet was placed directly or indirectly for the benefit of the person against whom the charge was found. Otherwise a suspension of 2 years. In addition, in either case, a fine may be imposed, the amount of which shall be unlimited and left to be assessed in the light of the actual circumstances.

- 3.7.24 Any person found to be a party to contriving or attempting to contrive the result of any match, matches or any aspect of the same.

### **Penalty**

Suspension for life from any involvement in the playing, organisation or administration of any cricket under the jurisdiction of the Board.

- 3.7.25 Any person found to have failed to perform on his merits in any match, owing to an arrangement relating to betting on the outcome of any match, matches or any aspect of the same.

### **Penalty**

Suspension for life from any involvement in the playing, organisation or administration of any cricket under the jurisdiction of the Board.

- 3.7.26 Any person found to have induced or encouraged any other person not to perform on his merits in any match owing to any such arrangement.

### **Penalty**

Suspension for life from any involvement in the playing,

organisation or administration of any cricket under the jurisdiction of the Board.

- 3.7.27 Any person found to have received from another person any reward for the provision of any information concerning the weather, the teams, the state of the ground, the status of, or the outcome of any match, matches or any aspect of the same.

### **Penalty**

Suspension for a period of 5 years from any involvement in the playing, organisation or administration of any cricket under the jurisdiction of the Board for any such person if the Committee is satisfied that the payment was made directly or indirectly for the benefit of the person against whom the charge was found. Otherwise, a suspension of 2 years. In addition, in either case, a fine may be imposed, the amount of which shall be unlimited and left to be assessed in the light of the actual circumstances.

- 3.7.28 Any person found to have received reward which could bring him or the game of cricket into disrepute.

### **Penalty**

Suspension for life from any involvement in the playing, organisation or administration of any cricket under the jurisdiction of the Board. and/or fine at discretion of the Committee.

- 3.7.29 Any person found to have provided any reward which could bring him or the game of cricket into disrepute.

### **Penalty**

Suspension for life from any involvement in the playing, organisation or administration of any cricket under the jurisdiction of the Board and/or fine at discretion of the Committee. derogatory terms and/or by the use of intemperate language

## **4 Public Statements**

4.1 The ECB recognises that fair and reasonable comment upon the game in general and an individual match, or a series of matches, in particular, by those playing and administering the game is essentially in the interests of everyone. However, it further recognises that in the interests of maintaining the generally excellent relations which exist between the Members of the ECB and between registered Cricketers it is necessary to ensure that any such comment and criticism is constructive.

4.2 The ECB defines a 'public statement' as follows:

Any statement which in whole or in part, or the gist of which, becomes or is made public, whether in its original or in any other form. Such statement may be made in a newspaper, magazine, periodical or book, or by any electronic or other means through the medium of television, radio or in any other manner whatsoever, regardless of the circumstances in which the statement was first made, and includes any repetition of any such statement.

4.3 Accordingly, no public statement may be made by any registered Cricketer, or by or on behalf of any Member of the ECB or its officials or employees, or by any of the ECB's umpires or employees or a member of any of its committees, or by any other person who is subject to the jurisdiction of the ECB or of any Member of the ECB, in which any part or parts constitute a 'personal attack' upon any person who is himself subject to the jurisdiction of the ECB or the jurisdiction of a member of the ECB or who is a member of any other International Board or subject to its jurisdiction.

4.4 Without limiting the categories of 'personal attack', it may comprise some or all of the following:

the use of a name, position or description to identify an individual whose conduct in, or attitude or approach to

a match or series of matches, or the game of cricket in general, is described, or commented upon, in derogatory terms and/or by the use of intemperate language

the use of a name, position or description to identify an individual, any aspect of whose character is described, or commented upon, in derogatory terms and/or by the use of intemperate language

the use of a name, position or description to identify an individual, any aspect of whose play or tactics is described, or commented upon, in derogatory terms and/or by the use of intemperate language.

- 4.5 No public statement may be made by any registered Cricketer, or by or on behalf of any Member of the ECB or its officials or employees, or by any of the ECB's umpires or employees or a member of any of its committees, or by any other person who is subject to the jurisdiction of the ECB or of any Member of the ECB, in which any part or parts, not being fair and reasonable comment on an issue of contemporary interest, are prejudicial to the interests of the ECB and/or its Members, and/or of the game of cricket in general.
- 4.6 Any public statement made by any registered Cricketer, or by any official, committee member or employee of a Member of the ECB shall be deemed to be the responsibility of the Member as well as that of the maker of the statement.
- 4.7 In so far as the terms of any contract entered into with the ECB by any registered Cricketer, in connection with a Test Match or a One Day International Match or an official overseas tour, may vary the position from that set out in these Directives in relation to public statements for that match or tour, the Cricketer must comply with the requirements of that contract.
- 4.8 No public statement may be made by any registered Cricketer, or by or on behalf of any Member of the ECB

or its officials or employees or by any of the ECB's umpires or employees or a member of any of its committees, or by any other person who is subject to the jurisdiction of the ECB or of any Member of the ECB, which without proper authority, discloses any matter which is confidential to the ECB or to any of its committees.

- 4.9 No public statement may be made by any registered Cricketer, or by or on behalf of any Member of the ECB or its officials or employees, or by any of the ECB's umpires or employees or a member of any of its committees, or by any other person who is subject to the jurisdiction of the ECB or of any Member of the ECB, which is likely to facilitate a breach of Regulation 7 of The Regulations Governing The Qualification and Registration of Cricketers for Competitive County Cricket or, if made privately to any Cricketer or County Cricket Club, would constitute such a breach.

## **5 Public Statements - Cricketers' Obligations**

- 5.1 In relation to public statements, registered Cricketers should be aware of the ECB's requirements in its contracts, both for domestic Test and One Day International matches and for Overseas Tours, namely:

### **5.1.1 Domestic Test and One Day International Matches**

A Cricketer who accepts to play or act as reserve or 12th man in any such match (i) must not without the permission of the ECB make or concur or directly or indirectly assist in making any public statement concerning any such match or any other match of the relevant series, or any aspect of that series, until two years after the date upon which such match or (if a match is part of a series) series ends; and (ii) must, if required by the Team Coach, the ECB's Director of Corporate Affairs or other representative of the ECB, attend and co-operate in any press conference or

radio or TV interview which may be arranged officially during the course of or within a reasonable time before or after play in any such match

#### 5.1.2 Overseas Tours

No public statement of any kind shall be made by the Cricketer until two years after the date upon which the tour ends except in certain limited circumstances, under the direction of the Tour Manager or other representative of the ECB, which may briefly be described as at an organised press conference or radio or TV interview or in an article written for a named monthly cricket magazine but not newspapers.

Copies of the detailed terms of the ECB's Contracts, in so far as they concern public statements, are available from County Secretaries. Registered Cricketers are therefore advised that they cannot expect to be eligible for selection for domestic Test or One Day International matches, or for Overseas Tours, if they enter into commitments with newspapers, broadcasting companies or other third parties whatsoever which are inconsistent with the terms of the ECB's requirements. They should also appreciate that, in the case of articles written before their selection for domestic Test or One Day International matches but due for subsequent publication, the ECB's requirements must still be complied with. It is the Cricketer's responsibility to ensure that, if the ECB's permission for a publication is to be sought, sufficient time will be allowed for the ECB to assess the proposed publication and that, if permission is not given in time, the publication does not take place. The ECB accepts no obligation or responsibility whatsoever to give permission quickly or at all, whatever the circumstances.

- 5.2 All registered Cricketers must advise the ECB by 15th April of each year if they have any contractual commitments, the performance or observance of which renders them unable to comply with the terms of the ECB's Contracts, so far as they concern restrictions on

public statements. If, during the course of a season, any Registered Cricketer enters into any such commitments, he must forthwith notify the ECB thereof.

## **6 Televised Cricket Matches**

No registered Cricketer shall play in any cricket match the whole or any substantial part of which is to be transmitted by scheduled television for public reception in the United Kingdom unless that cricket match is under the control of the ECB or unless authority so to do has first been obtained in writing from the Chief Executive of the ECB.

## **7 Advertising Insignia**

No registered Cricketer shall wear or display any advertising insignia on the field (which for this purpose comprises the playing area) other than any such advertising insignia which may have been permitted by the ECB in agreement with the Professional Cricketers' Association from time to time. No Cricketer may however wear any insignia of any competitive company as defined in the relevant sponsorship contracts during the First Class County Championship, Cheltenham and Gloucester Trophy or the Twenty20 Cup or the 45-over League, unless otherwise agreed by the ECB

## **8 Disciplinary Action**

Each Member of the ECB shall be obliged to report to the Chief Executive of the ECB full details of (a) all disciplinary action or proceedings instituted by or on behalf of such Member against any person, promptly after the commencement thereof, and (b) the result thereof, including the amount or nature of any fine or other penalty imposed, promptly after the same is made known to the parties, and shall, promptly after receipt, pay to the ECB the amount of any fine or other monetary penalty imposed pursuant thereto in respect

of anything which constitutes or which, if it had been the subject of disciplinary action or proceedings instituted by or on behalf of the ECB, would have constituted a breach of any of the Rules, Regulations, Directives or Resolutions of the ECB for the time being in force.

## **9 Fines**

All fines or other monetary penalties paid to the ECB pursuant to paragraph 8 of these Directives or imposed by or pursuant to the Discipline Standing Committee Regulations or any other Rules, Regulations, Directives or Resolutions of the ECB for the time being in force shall, upon receipt and after the deduction of all such expenses as the ECB shall have incurred in relation to the disciplinary action or proceedings, be paid or applied to such charitable body or for such charitable purposes connected with cricket as the ECB Management Board may from time to time determine.

## **10 Player Contracts**

- 10.1 In respect of the provision of a Cricketer's services as a Cricketer to a County Cricket Club, a County Cricket Club shall only (subject to paragraph 10.1.2 below):
  - 10.1.1 engage a Cricketer under a contract of employment between the Cricketer and the County Cricket Club; and
  - 10.1.2 make payments to the Cricketer in his capacity as an employee of the County Cricket Club and to no other person (except as otherwise required by law).
- 10.2.1 Subject to paragraph 10.2.2 below, paragraph 10.1 above shall not apply to any contract in respect of the provision of a Cricketer's services as a Cricketer to a County Cricket Club which is in force as at 14th December, 1995.
- 10.2.2 Where paragraph 10.2.1 above applies to a contract it shall only apply until the expiry date of that contract as specified in that contract as at 14th December, 1995.

## The Schedule

To: The England and Wales Cricket Board and

The County Cricket Club

I hereby undertake and confirm that I will abide by the Laws of Cricket, the present Rules, Regulations, Directives and Resolutions of the England and Wales Cricket Board ('the ECB') and any further Rules, Regulations, Directives and Resolutions brought to my notice during the season 20 and acknowledge that I have seen and read:

- a) the Regulations Governing the Qualification and Registration of Cricketers for Competitive County Cricket and their Qualification for England; and
- b) the Discipline Standing Committee Regulations; and
- c) the current Directives of the ECB; and
- d) the Playing Conditions for First-Class Matches; and
- e) the Anti-doping Regulations; and
- f) the Advertising Insignia Regulations.

which are set out in ECB's Rules and Regulations and more specifically I agree that this undertaking shall be deemed to incorporate the undertaking by registered Cricketers set out in Regulation 7.5 in the said Regulations Governing The Qualification and Registration of Cricketers for Competitive County Cricket relating to 'Negotiations between Counties and Cricketers'.

I declare that it is not my desire or intention to play cricket for any country outside the EEA and accordingly I will not play, and I am not seeking and will not seek to qualify to play, cricket at any level for any such country.

Cricketer's signature..... Dated