

19 January 2018

# The Rules and Regulations of the Scottish Professional Football League

## Contents

<b>Rule Number</b>		<b>Page No.</b>
<b>Section A: General</b>		
A1	Name	14
A2	Alterations to Rules	14
A3	Severability	14
A4-A18	Definitions and Interpretation	14-24
A19	Board and Chief Executive	25
A20-A21	General Meetings	25
A22-A23	Designation of Rules by Numbering and Lettering	25
<b>Section B: Membership of the League</b>		
B1-B3	Relationship between Clubs and the League	27
B4-B6	Agreement on Compliance with Applicable Rules, Statutes and Regulations	27
B7	Commitment to National Teams	28
B8-B9	Scottish Cup and League Cup Competitions	28
B10-B12	Other Football Competitions	28
<b>Section C: The League and other Competitions</b>		
C1-C7	Membership of the Company, Divisional Membership,	29

	Promotion and Relegation	
C8-C12.4	League Ranking at the End of a Season	29-31
C13	Season 2013/2014	31
C14-C18	The Premiership	31-32
C19-C21	Promotion and Relegation as between the Championship, League One and League Two	32
C22-C28	The Premiership/Championship Play-Off Competition	32-35
C29-C32	The Championship/League One and League One/ League Two Play-Off Competitions	35-36
C33	Pyramid Play-Off Competition	36
C34	Allocation of Points in League Matches	37
C35-C37	Determination of League etc. Position in Case of Equality of Points	37-38
C38-C41	Champion Clubs	38-39
C42-C43	Football and Competition Rules	39
C44-C45	League Cup Competition	39
C46-C47	Development League	39
C48	Competitions	39
C49	Regulations	40
C50-C51	UEFA Competitions	40
C52	Club Ceasing to Operate, Participate in and/or be a Member of the League	40

## **Section D: Clubs**

D1-D8	Membership Criteria	41-42
D9	Employee Contracts	43

D10-D11	Inducement to Breach Contracts	43
---------	--------------------------------	----

### **Section E: Club Financial Arrangements**

E1-E16	Insolvency	44-47
E17-E19	Default in Player and Football Manager/Coaching Staff Remuneration	47-48
E20-E29	HMRC Obligations and Reporting	48-50
E30	Inspection of Financial Records	50
E31.1-E31.12	No Overdue Payables and Compliance with National Minimum Wage	50-53

### **Section F: Players**

F1-F2	Registration and Eligibility	54
F3-F22.6	Compensation	54-57
F23-F36	Development Contribution	57-60

### **Section G: Fixtures and Match Officials**

G1-G6	Fixtures	61
G7	Postponement and International Selection	61
G8	Match Officials	61
G9-G11	Kick-Off Times	61-62
G12	Half-Time Interval	62
G13	Duration of Matches	62
G14	Teams for League Matches and Play-Off Matches	62
G15	Laws of the Game	62
G16-G18	List of Players	62-63
G19-G22	Substitute Players	63-64

G23-G29	Player Identification	64-65
G30-G37	Clubs to Register Colours	65
G38-G45	Clashes of Colours	65-66
G46	Shirts to Bear Logo(s)	66
G47	Match Balls	66
G48-G49	Match Report	67
G50-G52	Postponement and Abandonment of Matches	67
G53-G55	Non-fulfilment of Fixture Obligations	67
G56-G60	Attendance of Medical Practitioners and Others	68
G61	Head Injuries	68
G62-G63	Pre-Arranging Results	68-69
G64-G64.4	Shirt Advertisements and Televised Matches	69
G65	List of Referees	69
G66	List of Assistant Referees	69
G67	Appointment of Referees and Assistant Referees	70
G68	Misconduct	70
G69-G73	Retainers and Allowances for Referees and Assistant Referees	70
G74-G75	Payment of Hotel Expenses Incurred	70
G76	Illegal Payments to Referees and Assistant Referees	70
G77	Referee to Visit Ground Early During Bad Weather or at Request of Home Club	71
G78	Pitch Report	71

G79	Assistant Referees' Flags	71
G80-G82	Choice of Football to be Used	71
G83-G84	Referee Observer	71
G85	Ball Attendants' Clothing	71
G86	Substitution and Time Remaining Boards <i>(Comes into effect 1 July 2018)</i>	72-73

## **Section H: Stadia**

H1	Technical Area Facilities	74
H2-H3	Covered Stadia	74
H4-H8	Synthetic and Artificial Pitches and Surfaces	74-75
H9-H10	Pitch Protection	75-76
H11-H12	Pitch Condition	76
H13-H21	Registration of Ground	77
H19-H20	Pitch Dimensions	77-78
H21	Waiver, Relaxation and Period of Grace	78
H22-H24	Ground Safety, Behaviour at Matches and Damage to Stadia	78
H25-H39.5	Unacceptable Conduct	78-81
H40-H41	Damage to Stadia	81
H42-H45	Giant Screens and LED Perimeter Boards	81-82
H46	Appendices	82

## **Section I: Commercial, Broadcast and Sponsorship**

I1	Media Co-operation Requirements	83
I2-I3	Operating Expenses	83

I4-I22	Commercial Contracts, Broadcasting and Transmission	83-86
I23	Fixture Lists etc.	86
I24-I25	Gate Receipts	86
I26-I32.3	Admission Prices, Admission to Grounds and Ticket Distribution	87-88
I33-I37	Press and Media Facilities	88
I38-I41	Defaulting Clubs	88-89
I42-I51	Expert Determination	89-90
I52-I54	Definitions and Interpretation	90-91

## **Section J: Inquiries, Commissions, Adjudications and Appeals**

J1-J3	Adjudication of Disputes	92
J4-J8	Power of Inquiry and Determination	92-93
J9-J10.2	The Panel	93
J11-J12	Commissions	93
J13-J15	Rules of Procedure	93
J16-J19	Powers of the Board and Commissions	94-95
J20-J22	Decisions	95
J23-J25	Appeal to the Judicial Panel	95-96
J26	Representation	96
J27	The Board	96
J28	Advice	96

## **Section K: Miscellaneous**

K1-K4	Confidentiality	97
-------	-----------------	----

K5	Scottish FA Council	97
K6	Dual Interests	97
<b>Appendix 1</b>		
	<b>Code of Practice for Use of Giant Screens</b>	98-99
<b>Appendix 2</b>		
	<b>Code of Practice for Use of LED Perimeter Boards</b>	100-101
<b>Appendix 3</b>		
	<b>Financial Disclosure Requirements</b>	102-104
<b>Appendix 4</b>		
	<b>Code of Conduct for Under 18 Players</b>	105-107
<b>Appendix 5</b>		
	<b>Media Co-Operation Requirements</b>	108
<b>Appendix 6</b>		
	<b>Composition of Divisions of the League for and during Season 2013/2014</b>	109-110
<b>Appendix 7</b>		
	<b>Scottish Professional Football League – Match Information Form</b>	111

## Annexes

<b>Annex 1</b>	<b>Player Regulations</b>	112-130	
	Regulation Number	Page Number	
	1-3	Introduction	112
	4-7	Registration	112-113
	8-9	Amateur Registration	113
	10-11	Registration of Under 18 Players	113-114
	12-16(iii)	Eligibility	114-115
	17	Suspended Players	115
	18	Submission to Jurisdiction	115
	19-20	Playing	116
	21-22	Club Authorised Persons	116
	23-26	Termination of Registration and Consequent Playing Restrictions	116-117
	27-30	Approach to, by or in Relation to Registered Players	117
	31-38	Contracts of Service	117-119
	39	Retention of Documents	119
	40	Suspensions, Fines, Termination of Contracts of Service – Notification to League	119
	41	Contract of Service with Option	120
	42	Conflict between Rules and Regulations and Player Contract of Service	120
	43-51	Transfer of Players	120-121
	52	Intermediaries and Transfers	122



53-58	Domestic Temporary Transfers – General Provisions	122-123
59-62	Restrictions on Temporary Transfers	123-125
63	International Temporary Transfers	125
64-68	Miscellaneous Provisions Relating to Domestic Temporary Transfers	125-126
69-73	Development Temporary Transfers	126-127
74-78	Trialists	127-128
79-85	Commitment Letters	128-130
<b>Annex 2</b>	<b>The Scottish Professional Football League Cup Competition Regulations</b>	<b>131-158</b>
1-1.5.8	Introduction	131-132
2	Title	132
3-3.2	Board Powers	132
4-4.19	Competition Format and Participants	132-139
4.1	General	132
4.2	Participants	133
4.3	Draws and Ballots	133
4.4	Rounds	133
4.5-4.7	Basis of Competition	133-134
4.8-4.13	First Round – Group Stage	134-137
4.14-4.16	Second Round	137-138
4.17	Quarter Finals	138
4.18	Semi Finals	139
4.19	Final	139
5-5.13	Matches	139-140
6-6.9	Players	141-143
7-7.10	Player Colours and Numbers	143-145
8-8.6	Eligibility of Players	145
9-9.4	Trophy and Awards	145-146

10-10.10	Admission Charges and Shares of Gates	146-149
11-11.2	Admission Arrangements for Visiting Clubs and clubs	149
12-12.3	Division of Receipts in Abandoned and Replayed Matches	149-150
13-13.1	Neutral Venues	150
14-14.1	Financial Records	150
15-15.1	Prohibited Conduct	150-151
16-16.1	Full Strength Teams	151
17-17.13	Match Officials	151-153
18-18.1	Footballs	153
19-19.15(h)	Commercial Arrangements	153-156
20-20.2(c)	Media Co-operation Requirements	157-158
21-21.1	Application of Rules	158
	Board Minimum Prices for Ground Admission for League Cup	158

**Annex 3    The Scottish Professional Football League Under 20 League Competition Regulations Operated Under the Title of the SPFL Development League (“the Development League”)**    159-178

A1-A5	Eligibility and Divisional Arrangements	159-161
B1-B12	Basis of Competition	161-164
C1-C17	Match Arrangements	165-167
D1-D15	Players	168-170
E1-E12	Match Officials and Technical Area Facilities	170-172
F1-F8	Registration of Ground	172-173

	G1-G2(c)	Media Co-Operation Requirements	174-175
	H1-H2	General	175
	I1-I13	Commercial Arrangements	175-178
<b>Annex 4</b>	<b>The Scottish Professional Football League Challenge Cup Competition Regulations</b>		179-204
	1-1.5.8	Introduction	179-180
	2	Title	180
	3-3.2	Board Powers	180-181
	4-4.28	Competition Format	181-187
		First Round	183-184
		Second Round	184-186
		Match System-Third Round, Quarter Finals & Semi Finals	186
		Final	186
		Matches	186-188
	5-5.7	Players	188-190
	6-6.10	Player Colours and Numbers	191-192
	7-7.8	Eligibility of Players	192-193
	8-8.14	Admission Prices and Shares of Gates	193-196
	9-9.2	Admission Arrangements for Visiting Clubs and clubs	196
	10-10.1	Financial Records	196
	11-11.4	Trophy and Awards	196-197
	12-12.13	Match Officials	197-198
	13-13.15(h)	Commercial Arrangements	198-202
	14-14.1	Prohibited Conduct	202
	15-15.2(c)	Media Co-operation Requirements	202-203
	16-16.1	Application of Rules	204

	Board Minimum Prices for Ground Admission for Challenge Cup Matches	204
<b>Annex 5</b>	<b>Guidance by the Scottish Professional Football League Limited to Clubs on Unacceptable Conduct at a Stadium on the occasion of an Official Match in Terms of SPFL Rule H37</b>	205-214
<b>Annex 6</b>	<b>Rules of Procedure</b>	215-219
	1-1.13 General Rules	215-218
	2-2.11 Hearing Procedures	218-219
<b>Annex 7</b>	<b>Pyramid Play-Off Competition Rules</b>	220-233
	I(a)-(c) Definitions, Interpretation and Infringement of these Pyramid Play-Off Competition Rules	220-221
	II(a)-(e) Infringement of Pyramid Play-Off Competition Rules	221-223
	III(a)-(g) Team Eligibility and Running of Competition	223-224
	IV Competition Rules – General	224-230
	(a) Laws of the Game	224
	(b)-(d) Appointment of Match Officials	224-225
	(e)-(f) Clash of Colours	225
	(g) Number of Players and Substitutes	225
	(h)-(i) Eligibility of Players	226
	(j)-(n) Team Lines	226-227
	(o)-(t) Replacement of Players on Team Line	227-228
	(u)-(dd) Pitch Protection	228-229
	(ee)-(hh) Admission Charges and Abandoned Matches	229-230
	V(a)-(h) Commercial Rules	230-231
	Annex to Pyramid Play-Off Competition Rules – Form of Team Line	232-233
<b>Annex 8</b>	<b>Playing Kit Rules in Terms of Rules G46 and G64</b>	234-238
	1 The Shirt and League Sponsor Logo	234
	2 The Shirt and Club Crest	234
	3 Front of Shirt	234

4	Back of Shirt	234
5	The Shorts	234-235
6	The Socks	235
7	Club Crest and Manufacturer's Identification	236
8	Sponsorship Designation	237
9	Measurement Guide	238

## **As at 24 July 2017**

### **A General**

#### **Name**

- A1 The name of this combination of Football clubs is The Scottish Professional Football League.

#### **Alterations to Rules**

- A2 Any alteration, deletion or addition shall be made in or to these Rules including the Appendices only in accordance with the Articles.

#### **Severability**

- A3 Each Rule shall be construed separately and, if any Rule or provision in these Rules may prove to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the remaining Rules which shall continue in full force and effect.

#### **Definitions and Interpretation**

- A4 In these Rules and in the Regulations, the following terms shall (unless the context otherwise requires) have the following meanings:

2006 Act means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;

Adjudication means an adjudication by the Board or, where appointed by the Board, a Commission, of a dispute between parties where the Rules so provide and/or where the parties have agreed that the determination of such a dispute may or must be adjudicated by the Board;

Amateur Player means a player of a Club who is not a party to a Contract of Service with that Club;

Amateur League Registration means the League Registration of an Amateur Player with a Club;

Appeal means an appeal, provided for in the Rules, by a Player to the Board against the decision of a Club;

Appear means entering the field of play for a Club in a League Match or Play-Off Match, whether in the starting 11 or as a substitute and Appears, Appeared and Appearing shall be construed accordingly;

Appendix means an appendix to these Rules;

Articles mean the articles of association for the time being of the Company;

Appeal Tribunal is a tribunal appointed in terms of Rule E11;

Appendix means an appendix to these Rules;

Associated with, in the case of an Amateur Player, means, up to and including 1 August 2013, having during any period been predominantly associated with a particular Club or any organisation or team closely associated for the purpose of training and developing young players for and with that Club, for the purposes of playing, training and being developed for playing Football;

Board means the board of Directors of the Company or where the board of Directors of the Company has made an appropriate delegation in accordance with the Articles the Chairman, Chief Executive or a committee of the Board;

Candidate Club means the Football club, in accordance with these Rules, eligible to participate after the end of a relevant Season in a Pyramid Play-Off Competition and, if successful in winning the relevant Pyramid Play-Off Competition eligible for promotion and admission to participate in the League and, except where the context otherwise requires, includes the owner and operator of that club;

Chairman means the Chairman for the time being of the Company;

Championship/League One Play-Off means the competition to be operated by the Company immediately after the end of each Season in terms of these Rules to determine, other than the Clubs automatically promoted and relegated, which Clubs, if any, shall be relegated from the Championship to League One and promoted to the Championship from League One for the immediately succeeding Season;

Chief Executive means the Chief Executive for the time being of the Company;

Close Season means the period of the year outside the Season;

Club means a Football club, other than a Candidate Club, which is, for the time being, eligible to participate in the League and, except where the context otherwise requires, includes the owner and operator of such club;

Code of Conduct for Under 18 Players means Appendix 4 to these Rules;

Commission means a body of persons comprising members of the Panel appointed by the Board to undertake an enquiry and/or make a determination in terms of Section G of the Rules;

Communicated means as regards the Scottish FA such method and format of communication as may from time to time be specified in and required by the

articles of association, protocols, procedures, rules, decisions and regulations of the Scottish FA;

Company means The Scottish Professional Football League Limited;

Compensation means compensation payable to Club for the training and development of a Player in terms of Rule F3;

Compensation Tribunal means a tribunal convened by the Board in accordance with Rule F8;

Competition means a Football competition owned and operated by the Company and played in accordance with these Rules and/or the Regulations;

Confidential Information means all information, details and data of any kind in connection with the business or finances of the Company or any Club being confidential or which might reasonably be regarded as being confidential to the Company or any Club of which in the case of the Company any Director or Club or, in the case of a Club, other Club or Director not appointed by that Club shall have gained knowledge in the course of or in connection with its membership or his Directorship of the Company;

Contract of Service means a contract of service of a Player with a Club for the playing and training for the playing of Football and references to any particular type of contract of service shall be construed accordingly;

Deductible Insolvency Event means an Insolvency Event which is not a second or later Insolvency Event in the same Insolvency Process and in the event that there shall be two or more Insolvency Events which are part of and occur on the first day of an Insolvency Process then both or, as the case may be, all such Insolvency Events on such date shall be treated for the purposes of Rules E1 to E4 inclusive as being a single Deductible Insolvency Event;

Development Contribution means an amount payable by one Club to another Club for the costs of the training and development of a young player in accordance with Rule F24;

Development Contribution Period means the period starting with the first day of the Development Contribution Year in which a Player's 11<sup>th</sup> birthday falls to the last day of the Development Contribution Year in which his 19<sup>th</sup> birthday falls;

Development Contribution Year means the period from and including 1 July in a calendar year to and including 30 June in the immediately succeeding calendar year;

Director means a director, including any alternate director, of the Company and the term Directorship shall be construed accordingly;



Division means a division of the League;

document includes, unless otherwise specified in these Rules, any document sent or supplied in hard copy form or electronic form;

Due Date means the date upon which a Club is required to account to HMRC for any Tax Liability, as prescribed by relevant legislation, regulations or guidance in force from time to time;

electronic form shall have the meaning attributed to that phrase in section 1168 of the 2006 Act;

FIFA means the International Federation of Football Associations;

FIFA Quality Concept Handbooks mean the FIFA Quality Concept for Football Turf Handbook of Requirements and Handbook of Test Methods January 2012 Editions and any amendments thereto and/or any substitute such handbooks from time to time published by or on behalf of FIFA;

FIFA Recommended 2 Star Standard means the artificial football turf and associated pitch design, specification, construction and performance laboratory and field-tested standard of that name provided for in the FIFA Quality Concept Handbooks and any amended, substituted or replacement standard as may, from time to time, be specified as the highest such standard by FIFA;

Financial Disclosure Requirements means Appendix 3;

Financial Systems mean any method of recording receipts or expenditure including cash books, wages records and accounting systems;

First Team Squad means the list, for each Season, of players of a Club and any additional Players which are given to the Secretary;

Football means association football played in accordance with the Laws of the Game;

Force Majeure Event is an event, which is determined by an Appeal Tribunal to have been unforeseeable and unavoidable;

General Meeting means a general meeting of the Company;

Group Undertaking means a "group undertaking" as defined in section 1161(5) of the 2006 Act;

Guidance for Clubs means guidance on Unacceptable Conduct issued from time to time by the Board to Clubs in accordance with Rule H37;

hard copy form shall have the meaning attributed to that phrase in section 1168 of the 2006 Act;

Home Club means the Club on whose ground any particular League Match or Play-Off Match should be or should have been played;

HMRC means Her Majesty's Revenue and Customs or such other United Kingdom Government or Scottish Government department or agency that may replace, supplement or substitute for the same, responsible from time to time for accounting to and/or the collection of any Tax Liabilities by and/or from any Club;

Insolvency Act means the Insolvency Act 1986 and any statutory modification or re-enactment thereof for the time being in force;

Insolvency Event means:-

- (i) entering into a Company Voluntary Arrangement pursuant to Part 1 of the Insolvency Act, a Scheme of Arrangement with creditors under Part 26 of the 2006 Act, or any compromise agreement with its creditors as a whole;
- (ii) the lodging of a Notice of Intention to Appoint an Administrator or Notice of Appointment of an Administrator at the Court in accordance with paragraph 29 of Schedule B1 to the Insolvency Act, an application to the Court for an Administration Order under paragraph 12 of Schedule B1 to the Insolvency Act or where an Administrator is appointed or an Administration Order is made ("Administrator" and "Administration Order" having the meaning attributed to them respectively by paragraphs 1 and 10 of Schedule B1 to the Insolvency Act) or an interim manager is appointed by any court as a step in any proceedings which include an application for the making of an Administration Order;
- (iii) an Administrative Receiver (as defined by the Insolvency Act) or any other Receiver is appointed over any assets which, in the opinion of the Board is material to the Club's ability to fulfil its obligations as a Club or a Judicial Factor is appointed;
- (iv) shareholders passing a resolution pursuant to section 84(1) of the Insolvency Act to voluntarily wind up;
- (v) a meeting of creditors is convened pursuant to section 95 or section 98 of the Insolvency Act;
- (vi) a winding up order is made by the Court under section 122 of the Insolvency Act or a provisional liquidator is appointed under section 135 of the Insolvency Act;

- (vii) ceasing or forming an intention to cease wholly or substantially to carry on business save for the purpose of reconstruction or amalgamation or otherwise in accordance with a scheme or proposals which have previously been submitted to and approved in writing by the Board;
- (viii) in the case of an individual person, partnership or unincorporated association an award of sequestration, appointment of a trustee, entering into a trust deed for creditors, appointment of an interim judicial factor, appointment of a judicial factor or an equivalent or analogous appointment;
- (ix) being subject to an insolvency regime in any jurisdiction outside Scotland which is analogous to the insolvency regimes detailed in paragraphs (a) to (g) above; and/or
- (x) have any proceedings or step taken or any court order in any jurisdiction made which has a substantially similar effect to any of the foregoing.

Insolvency Process means a process or procedure comprising two or more Insolvency Events which occur either concurrently or consecutively;

Judicial Panel means the body with that name formed by the board of the Scottish FA in terms of article 65 of the articles of association of the Scottish FA;

Judicial Panel Protocol means the protocol relating to the operation of the Judicial Panel promulgated by the board of the Scottish FA from time to time in accordance with article 65 of the articles of association of the Scottish FA;

Laws of the Game mean the laws of the game promulgated by the International Football Association Board from time to time;

League or The Scottish Professional Football League means the combination of association football clubs comprising the Clubs known as The Scottish Professional Football League or SPFL;

League Cup means The Scottish Professional Football League Cup Competition previously owned and operated by the SFL under the name The Scottish Football League Cup Competition and now owned and operated by the Company in accordance with these Rules and the League Cup Regulations;

League Cup Match means a match in the League Cup;

League Cup Regulations means the Regulations made by the Board governing the League Cup;

League Match means a match designated as such by the Company and played in the League;

League Office means the Registered Office, for the time being, of the Company;

League One/League Two Play-Off means the Competition to be operated by the Company immediately after the end of each Season in terms of these Rules to determine, other than the Clubs automatically promoted and relegated, which additional Clubs, if any, shall be relegated from League One to League Two and promoted to League One from League Two for the immediately succeeding Season;

League Registration means the registration of a Player at the League, in accordance with the Player Regulations, who is Scottish FA Registered and the words League Register, League Registered, Registration, Register and Registered shall, where the context so admits, be construed accordingly;

Match Officials means the referee and assistant referees and fourth official, if appropriate, in respect of any match;

Media Co-Operation Requirements means Appendix 5;

Membership Criteria means the criteria applying to admission to and membership of the League or as the case may be a Division of the League as set out in or referred to in Rule D4;

Official means any director, secretary, official, representative, manager, agent or employee of a Club and any person having a function or duty or position involving authority or trust within a Club and includes, without prejudice to the foregoing generality, any person who is able to exercise control, whether directly or indirectly, over the Club and/or the majority of the board of directors of any such Club (whether or not such person is himself notified to the Registrar of Companies as holding the office of director of such Club) or is otherwise held out to be a member of the Committee of management of such a Club if not incorporated;

Official Match means a Football match played within the framework of Organised Football under the auspices of and organised by the Company and includes, without limitation, all League Matches, Play-Off Matches, League Cup Matches, Challenge Cup matches, Development League matches and matches in any other Competitions;

Organised Football means Football organised under the auspices of FIFA, the confederations of FIFA and national associations which are members of FIFA, but excluding friendly and trial Football matches;

Panel means the panel of persons appointed by the Board who may be appointed to a Commission;

PAYE & NIC means any and all payments required to be made by the Club in respect of income tax and national insurance contributions;

Play means taking part as a player in an Official Match either in the starting eleven or as being named as a substitute and the words Plays, Played and Playing shall be construed accordingly;

Play-Off Competition means the Premiership/Championship Play-Off, Championship/League One Play-Off, League One/League Two Play-Off and Pyramid Play-Off Competitions;

Play-Off Match means a match played in a Play-Off Competition;

Player means a player who is or has been a Professional Player or Amateur Player of a Club;

Player Passport means a Player Passport issued to a Player in accordance with FIFA regulations;

Player Regulations means regulations made from time to time by the Board to regulate the League Registration, transfer and contracts of service of Players;

Premiership/Championship Play-Off means the Competition to be operated by the Company immediately after the end of each Season in terms of these Rules to determine, other than the Clubs automatically promoted and relegated, which Clubs, if any, shall be relegated from the Premiership to the Championship and promoted to the Premiership from the Championship for the immediately succeeding Season;

Professional Player means a Player of a Club who is party to a Contract of Service with that Club;

Professional League Registration means the League Registration of a Professional Player with a Club;

Pyramid Play-Off Competition means the Competition to be operated by the Company at the end of each Season in terms of these Rules to determine, subject to Rules D1 and D2, whether the Club finishing in position 42 in the League in the immediately preceding Season is to be relegated from the League and the Candidate Club promoted to the League in its place;

Qualifying Day means a day during the Development Contribution Period of a Player that the Player is Registered to or Associated with a Club and for which a valid claim has been determined by the Secretary in accordance with Rule F29 or the Board following an appeal in accordance with Rule F31;

Registered Ground means the ground of a Club or Candidate Club registered or deemed to have been registered in accordance with Rule H13 and the words register and registered shall, where the context so permits, be construed accordingly;

Registration Period means a fixed period determined by the Scottish FA for the Scottish FA Registration of Players;

Reserve League Regulations means the regulations made by the Board governing the Reserve League;

Rules mean these rules including the Appendices hereto;

Rules of Procedure mean rules of procedures made from time to time by the Board in accordance with Section J13 of these Rules;

Scottish Championship means the second Division of the League, in these Rules referred to as “the Championship”, comprising the ten Clubs entitled in terms of these Rules to be the members for the time being of the Championship;

Scottish Cup means the Scottish Football Association Challenge Cup Competition;

Scottish Cup Match means a match in the Scottish Cup;

Scottish FA Registration means the registration of a Player with a Club at the Scottish FA and the words Scottish FA Register and Scottish FA Registered shall, where the context so admits, be construed accordingly;

Scottish League One means the third Division of the League, in these Rules referred to as “League One”, comprising the ten Clubs entitled in terms of these Rules to be the members for the time being of League One;

Scottish League Two means the fourth Division of the League, in these Rules referred to as “League Two”, comprising the ten Clubs entitled in terms of these Rules to be the members for the time being of League Two;

Scottish Premiership means the first Division of the League, in these Rules referred to as “the Premiership”, comprising the twelve Clubs entitled in terms of these Rules to be the members for the time being of the Premiership;

Season means the period of the year commencing on the date of the first League Match in a Season and ending on the date of the last League Match in the same Season or otherwise as determined by the Board and which excludes the Close Season;

Secretary means the Secretary of the Company;

Scottish FA means The Scottish Football Association Limited;

Scottish FA Articles means the Articles for the time being of the Scottish FA;

SFL means the former combination of Football clubs comprising the unincorporated association known as the Scottish Football League;

SFL Rules means the former Constitution, Rules and regulations for the time being of the SFL;

SPFA means the Scottish Professional Footballers' Association;

SPFL means The Scottish Professional Football League;

SPL means The Scottish Premier League a league competition formerly operated by the Company up to and including Season 2012/2013;

Status means being either a Professional Player or an Amateur Player;

Tax Liability/Tax Liabilities means any and all tax, duty and related or similar obligations of whatsoever nature in respect of which a Club is required to make payment, account and/or return to HMRC including, without limitation, any and all liabilities for payment of sums deducted or required to be deducted and paid by a Club to HMRC from employees' remuneration in respect of employees' income tax liabilities ("PAYE") and employees' National Insurance Contributions ("NIC"), employer's NIC, Value Added Tax ("VAT"), Income Tax, Corporation Tax and any interest and/or penalties due or becoming due in connection with such tax, duty and related or similar obligations;

Time to Pay Agreement means an agreement in writing between the Club and HMRC in relation to the payment of arrears of Tax Liabilities to HMRC;

Training Compensation means compensation paid or payable in terms of the FIFA regulations relating to training compensation or any replacement or substitute FIFA system of compensation to clubs for the training and development of young players;

Trialist means a player who is under assessment and evaluation by a Club as to his ability, fitness or the like to play Football for that Club in Official Matches and who is not Registered to that Club;

UEFA means the Union of European Football Associations;

UEFA Competitions shall mean the UEFA Champions League, the Europa League and/or such other, additional and/or substitute competition(s) as may be organised by UEFA from time to time;

Unacceptable Conduct has the meaning given in Rule H25;

Under 20 League Regulations means the regulations made by the Board governing the Under 20 League;

Under 18 Player means a Player who had not attained the age of 17 years on 31 December of the year before the year in which the relevant Season commences;

Under 19 Player means a Player who had not attained the age of 18 years on 31 December of the year before the year in which the relevant Season commences;

Under 20 Player means a Player of a Club who had not attained the age of 19 years on 31 December of the year before the year in which the relevant Season commences;

Under 21 Player means a Player who had not attained the age of 21 years on 31 December of the year before the year in which the relevant Season commences;

VAT means value added tax or any replacement, substitute or equivalent such tax; and

Visiting Club means the Club who should play or should have played any particular League Match or Play-Off Match on the ground of a Home Club.

- A5 Any capitalised word or phrase used in these Rules which is defined in the Articles and which is not defined in these Rules has the defined meaning in these Rules and in the Regulations ascribed to it in the Articles.
- A6 Wherever in these Rules the computation of a period of time or a number of days is involved, each of Saturday and Sunday is to be reckoned as a day.
- A7 Headings in these Rules are used for convenience only and shall not affect the construction or interpretation of these Rules.
- A8 A reference in these Rules to an "Article" is a reference to the relevant Article of the Articles unless expressly provided otherwise.
- A9 A reference in these Rules to a "Rules" is a reference to the relevant Rule of these Rules and reference to a "Section" is to one of the Sections of these Rules unless expressly provided otherwise.
- A10 The Appendices to these Rules are each part of these Rules and a reference to a paragraph is to a paragraph of an appendix.
- A11 The Annexes are printed for convenience along with these Rules but are not part of the Rules.



- A12 Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.
- A13 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- A14 A “person” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and in the case of a natural person that person’s personal representatives and successors.
- A15 A reference to a “company” shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- A16 Any words following the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- A17 Where the context permits, “other” and “otherwise” are illustrative and shall not limit the sense of the words preceding them.
- A18 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force made under it provided that, no such amendment, extension or re-enactment made after the date of adoption of these Articles shall apply for the purposes of these Articles to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any Member.

### **Board and Chief Executive**

- A19 Where a discretion, right or power is expressed in these Rules to be exercisable by the Board, such discretion, right or power may be exercisable by the Chairman, Chief Executive or Secretary in accordance with and to the extent of, any authority delegated to him and/or any two or more of them pursuant to the Articles.

### **General Meetings**

- A20 The Chairman may, subject to the provisions of the Articles and any requirements of the 2006 Act, regulate the proceedings of General Meetings as he thinks fit.
- A21 Except where exceptional circumstances make it impracticable, each Member must attend at each General Meeting of which notice has been sent to it in accordance with the Articles. For the purposes of this Rule A21 attend includes being present by a duly authorised Official, by any other duly authorised representative, having appointed a proxy in accordance with the Articles who is present at the relevant General Meeting to exercise all rights of the Member to vote at the relevant General Meeting or by being represented at the relevant General Meeting by any other means authorised in terms of the Articles. If a Member shall, except where

exceptional circumstances makes it impracticable, fail to so attend at a General Meeting it and the Club which it owns and operates, shall be in breach of these Rules.

#### **Designation of Rules by Numbering and Lettering**

- A22 Rules shall be designated or referred to by a letter and a number. The letter identifies the section of the Rules and the number identifies the numbered Rule within the Section.
- A23 References to a "Rule" shall, unless the context otherwise requires, mean a reference to the Rule so designated by Section and number within such Section in these Rules in which the reference is made.

## **B Membership of The League**

### **Relationship between Clubs and the League**

- B1 In all matters and transactions relating to the League and Company each Club shall behave towards each other Club and the Company with the utmost good faith.
- B2 No Club, either by itself or its Officials, shall by any means whatsoever disparage, belittle, discredit or unfairly criticise any other Club, the Company or the League or the Directors and the directors of any other Club and the Company's and other Club's officers, employees and agents (which shall, for the avoidance of doubt, in the case of the other Club, exclude its supporters).
- B3 A Club shall not either during its membership of the League or at any time after its membership has terminated disclose or divulge either directly or indirectly to any person, firm or company whatsoever or otherwise make use of any Confidential Information as to the business or finances of the Company, League or any of its dealings, transactions or affairs or as to any other matters which may come to its knowledge by reason of its membership without the Board's prior written consent save where required by law to statutory and regulatory authorities (including by the Scottish FA in accordance with the Scottish FA Articles) and to such employees of a Club to whom such disclosure is strictly necessary for the purpose of their duties and only then to the extent so necessary.

### **Agreement on Compliance with Applicable Rules, Statutes and Regulations**

- B4 Membership of the League shall constitute an agreement between the Company and each Club, and between each of the Clubs, to be bound by and to comply with:
- B4.1 these Rules and the Articles;
  - B4.2 Regulations made from time to time by the Board as authorised by the Articles;
  - B4.3 articles of association, protocols, procedures, rules, decisions and regulations of the Scottish FA and the statutes and regulations of FIFA and of UEFA;
  - B4.4 the Laws of the Game; and
  - B4.5 the terms of the agreements entered into between the SPL and the SFL in 2013 for the purposes of constituting, forming and organising the SPFL insofar as such terms apply from time to time to the members of the League.
- B5 Nothing in these Rules shall relieve any member of the Company from its obligations as a full member club of the Scottish FA to comply with the applicable Scottish FA Articles for so long as it remains a member of Scottish FA.
- B6 Such agreement shall have effect from the date of the Club's admission to the

League and terminate, without prejudice to any rights or claims which may have arisen or arise in respect of circumstances prior to such date and to any Rules which, by their terms, establish rights and obligations applicable after such date, upon the Club ceasing to be a member thereof.

#### **Commitment to National teams**

- B7 Each Club shall support the Scottish FA and other football associations in relation to all international matches in accordance with the provisions of the Scottish FA Articles and the FIFA Statutes and Regulations.

#### **Scottish Cup and League Cup Competitions**

- B8 Each of the Clubs shall compete in the Scottish Cup competition in each Season if eligible to do so.
- B9 Each of the Clubs shall compete in the League Cup in each Season in accordance with and subject to the League Cup Regulations.

#### **Other Football Competitions**

- B10 Clubs shall not, without the consent of the Board, participate in any football competitions in Scotland other than those Competitions from time to time operated by the Company and/or on the Scottish FA's list of approved competitions
- B11 Clubs shall be entitled with the consent of the Board to participate in such international football competitions as may be approved by UEFA and/or FIFA and any Club proposing to play in any other football match outwith Scotland during the Season must before doing so obtain the consent of the Board.
- B12 The Board shall not unreasonably delay the determination of any application by a Club for consent in terms of either Rule B10 or B11 and shall only be entitled to refuse such consent on the grounds that the taking part by the Club seeking such consent in the competition or match for which consent is sought would, in the opinion of the Board, be likely to prejudice the ability of that Club to take part, in accordance with these Rules, in a Competition or Competitions from time to time administered by the Company and/or in which the Club concerned is required, by these Rules, to take part.

## **C The League and Other Competitions**

### **Membership of the Company, Divisional Membership, Promotion and Relegation**

- C1 The owner and operator of a Club participating in the League shall become a Member of the Company by acquiring one Ordinary Share therein at par for cash, such Ordinary Share to be acquired, through the Secretary, in accordance with the provisions of the Articles.
- C2 The owner and operator of a Club ceasing to be entitled to play in the League shall cease to be a Member of the Company and shall relinquish its Ordinary Share at the end of the relevant Season or otherwise as provided for in the Articles.
- C3 The League shall consist of the 42 leading Football clubs in Scotland.
- C4 The Football clubs eligible to participate in the League in Season 2013/2014 shall be those Clubs which were Members of the SPL and members and associate members of the SFL in Season 2012/2013 and in succeeding Seasons shall be those Clubs which, subject to the Articles and these Rules, were the members of the League in the immediately preceding Season, except that, subject to Rules D1 and D2, which of the Club finishing in position 42 in the League in the immediately preceding Season and the Candidate Club shall be eligible to participate in the League in the succeeding Season shall be determined by the Pyramid Play-Off Competition.
- C5 The League shall be divided into the four Divisions. The Divisions shall be ranked with the Premiership as the top Division, the Championship the next Division, League One the next Division and League Two the bottom Division.
- C6 There shall be twelve Clubs in the Premiership and ten Clubs in each of the Championship, League One and League Two.
- C7 During the course of any one Season each Club shall, subject to these Rules and the Articles, remain a member of the Division of which it was a member at the beginning of the relevant Season.

### **League Ranking at the End of a Season**

- C8 At the end of each Season, beginning Season 2013/2014, the Clubs shall be ranked in the League from 1 to 42 inclusive on the basis that the Clubs finishing the relevant Season in positions:
- C8.1 1 to 12 in the Premiership shall be ranked in respectively positions 1 to 12 in the League for that Season;
- C8.2 1 to 10 in the Championship shall be ranked in respectively positions 13 to 22 in the League for that Season;
- C8.3 1 to 10 in League One shall be ranked in respectively positions 23 to 32 in the League for that Season;

C8.4 1 to 10 in League Two shall be ranked in respectively positions 33 to 42 in the League for that Season; and

the outcome of any Play-Off Competition in which a Club may be involved at the end of the relevant Season shall have no effect on League ranking at the end of that Season.

C9 Subject to these Rules and except in relation to Season 2013/2014, the Clubs entitled to participate in the Premiership in any Season shall be the:

C9.1 Clubs in positions 1 to 10 inclusive in the League at the end of the immediately preceding Season;

C9.2 Club which was the winner of the final tie in the Premiership/Championship Play-Off Competition held at the end of the immediately preceding Season; and

C9.3 Club in position 13 in the League at the end of the immediately preceding Season.

C10 Subject to these Rules and except in relation to Season 2013/2014, the Clubs entitled to participate in the Championship in any Season shall be:

C10.1 except for any Club which was the winner of the final tie in the Premiership/Championship Play-Off and/or any Club which was relegated by the Championship/League One Play-Off Competitions held at the end of the immediately preceding Season, the Clubs which finished in positions 14 to 21 inclusive of the League at the end of the immediately preceding Season;

C10.2 any Club which was relegated to the Championship from the Premiership by the Premiership/Championship Play-Off Competition held at the end of the immediately preceding Season;

C10.3 the Club which finished in position 12 of the League at the end of the immediately preceding Season;

C10.4 the Club which finished in position 23 of the League at the end of the immediately preceding Season; and

C10.5 any Club which was promoted to the Championship by the Championship/League One Play-Off Competition held at the end of the immediately preceding Season.

C11 Subject to these Rules and except in relation to Season 2013/2014, the Clubs entitled to participate in League One in any Season shall be:

C11.1 except for any Club which was promoted by the Championship/League One Play-Off and/or any Club which was relegated by the League

One/League Two Play-Off Competitions held at the end of the immediately preceding Season, the Clubs which finished in positions 24 to 31 inclusive of the League at the end of the immediately preceding Season;

- C11.2 any Club which was relegated to League One from the Championship by the Championship/League One Play-Off Competition held at the end of the immediately preceding Season;
  - C11.3 the Club which finished in position 22 of the League at the end of the immediately preceding Season;
  - C11.4 the Club which finished in position 33 of the League at the end of the immediately preceding Season; and
  - C11.5 any Club which was promoted to League One by the Championship/League One Play-Off Competition held at the end of the immediately preceding Season.
- C12 Subject to these Rules and except in relation to Season 2013/2014, the Clubs entitled to participate in League Two in any Season shall be:
- C12.1 except for any Club which was promoted by the League One/League Two Play-Off Competition held at the end of the immediately preceding Season, the Clubs which finished in positions 34 to 41 inclusive of the League at the end of the immediately preceding Season;
  - C12.2 any Club which was relegated to League Two from League One by the League One/League Two Play-Off Competition held at the end of the immediately preceding Season;
  - C12.3 the Club which finished in position 32 of the League at the end of the immediately preceding Season; and
  - C12.4 one of the Club and the Candidate Club successful in securing a position and an entitlement to participate in League Two in the Pyramid Play-Off Competition at the end of the immediately preceding Season.

### **Season 2013/2014**

- C13 For the purposes of Season 2013/2014 only, Clubs shall play and be entitled to participate in each of the four Divisions of the Scottish Professional Football League as specified in Appendix 6 of these Rules.

### **The Premiership**

- C14 The Clubs for the time being entitled in terms of these Rules to participate in the Premiership shall, disregarding any abandoned or postponed matches, play in 38 League Matches in any one Season.
- C15 The Clubs in positions 1 to 6 of the Premiership immediately after the 33<sup>rd</sup> League

Match in any Season shall occupy the first six places in the League at the end of that Season and the Clubs in positions 7 to 12 of the Premiership immediately after the 33<sup>rd</sup> League Match in the same Season shall occupy the bottom six places in the League at the end of that Season. In the first 33 League Matches for each Club in each Season each of the Clubs in the Premiership shall play against each of the other 11 Clubs in the Premiership on 3 occasions and on at least one of such 3 occasions each Club shall be the Home Club. In the event that any other provision of these Rules is inconsistent with this Rule C15, or if any ambiguities are created thereby, this Rule shall take precedence.

- C16 The Clubs in positions 1 to 6 of the Premiership immediately after the 33<sup>rd</sup> League Match in any Season shall play in that Season in a further five League Matches in that Season, once against each of the other five Clubs in such positions 1 to 6, and in at least two of such five League Matches each Club shall be the Home Club and the Clubs in positions 7 to 12 of the Premiership immediately after the 33<sup>rd</sup> League Match in any Season shall play in that Season in a further five League Matches in that Season, once against each of the other five Clubs in such positions 7 to 12, and in at least two of such five League Matches each Club shall be the Home Club.
- C17 At the end of each Season (following completion of all League Matches in the Premiership in that Season) the Club in position 12 in the Premiership shall be relegated to play and be eligible to participate in the Championship for and during the next Season.
- C18 At the end of a Season (following completion of all League Matches in the Premiership in that Season) the Club in position 11 in the Premiership shall take part in the Premiership/Championship Play-Off Competition held immediately after the end of that Season.

#### **Promotion and Relegation as between the Championship, League One and League Two**

- C19 At the end of each Season the Clubs occupying position 10 in each of the Championship (22 in the League) and League One (32 in the League) will be relegated to play and be eligible to participate in League One and League Two respectively for the immediately succeeding Season.
- C20 At the end of each Season the Clubs occupying positions 1 in the Championship (13 in the League), 1 in League One (23 in the League) and 1 in League Two (33 in the League) will be promoted to play and be eligible to participate in the Premiership, the Championship and League One respectively for the immediately succeeding Season.
- C21 The remaining promotion and relegation places as between the Championship and League One shall be determined by the Division Play-Off Competitions.

#### **The Premiership/Championship Play-Off Competition**

- C22 The Premiership/Championship Play-Off Competition shall be operated in accordance with Rules C23 and C24.



- C23 At the end of each Season the Club occupying position 11 in the Premiership (11 in the League) and the Clubs occupying positions 2, 3 and 4 in the Championship (14, 15 and 16 in the League) shall take part in the Premiership/Championship Play-Off Competition to determine which further Clubs, if any, may be promoted and relegated to and from the Premiership and the Championship.
- C24 The format of the Premiership/Championship Play-Off Competition shall be:-
- C24.1 in the first tie the Club occupying position 3 in the Championship will play the Club occupying position 4 in the Championship on a home and away knock-out basis. The Club occupying position 3 in the Championship will play the second leg at Home;
  - C24.2 in the second tie the Club occupying position 2 in the Championship will play the winning Club in the first tie. The Club occupying position 2 in the Championship will play the second leg at Home;
  - C24.3 in the third tie the Club occupying position 11 in the Premiership will play the winning Club in the second tie on a home and away knock-out basis. The Club occupying position 11 in the Premiership will play the second leg at Home;
  - C24.4 the winning Club in each of the ties will be the Club to score the greatest number of goals over the two matches in each tie. In the event that the aggregate scores are equal after the second leg of each tie extra-time of 30 minutes (i.e. 15 minutes each way) will take place and thereafter if necessary kicks from the penalty mark will be taken in accordance with the rules laid down by the International Football Association Board which will determine the winner;
  - C24.5 the winning Club in the third and final tie will play and be entitled to participate in the Premiership in the immediately succeeding Season;
  - C24.6 the losers of each of the three ties will play and be entitled to participate in the Championship in the immediately succeeding Season; and
  - C24.7 all ties will be played on dates and at times determined by the Board.
- C25 No Club in the Championship, League One or League Two shall be entitled to participate in the Premiership/Championship Play-Off Competition if it would in respect of the immediately succeeding Season fail to fully comply with the Membership Criteria applicable to a Club in the Premiership and no waiver, relaxation or period of grace is or has been granted to that Club in terms of Rule D6. In the event that any Club which would otherwise be entitled to participate in the Premiership/Championship Play-Off Competition would in respect of the immediately succeeding Season fail to fully comply with the Membership Criteria applicable to a Club in the Premiership and no waiver, relaxation or period of grace is or has been granted to that Club in terms of Rule D6 then the position of such Club in the Premiership/Championship Play-Off Competition shall be substituted

with the next Club in reducing League position order at the end of the immediately preceding Season which would so comply or which has such a waiver, relaxation or period of grace.

C26 After deduction and retention by the Home Club of 15% of the aggregate of all ticket receipts and admission charges (gross excluding VAT) received or receivable by the Home Club in relation to a Play-Off Match in the Premiership/Championship Play-Off Competition, a levy of 50% (plus VAT if applicable) of the balance, after such 15% deduction and retention, of the aggregate of all ticket receipts and admission charges (gross excluding VAT) received or receivable by the Home Club for or in relation to the relevant Play-Off Match shall be paid by that Home Club to the Company not later than seven days after the date on which such Play-Off Match is played.

C26A Except with the consent of the Board which may, in exceptional circumstances and on cause shown, permit, in the case of an individual Premiership/Championship Play-Off Match or Matches, that alternative minimum price or prices to be charged by the relevant Home Club, the minimum prices for ground admission that must be charged by a Home Club for tickets to and/or admission of spectators to a Premiership/Championship Play-Off Match at its Home Ground shall be:

- (i) other than for ties in the final round of such Play-Off Matches in any Season - adults: £12.00 per person;
- (ii) for ties in the final round of such Play-Off Matches in any Season - adults: £18.00 per person;
- (iii) other than for ties in the final round of such Play-Off Matches in any Season - juveniles, senior citizens and all other concessionary ticket admissions: £6.00 per person; and
- (iv) for ties in the final round of such Play-Off Matches in any Season - juveniles, senior citizens and all other concessionary ticket admissions: £12.00 per person.

C26B Clubs shall not include or provide for admission to a Premiership/Championship Play-Off Match within any 'season ticket', 'season book' or like or equivalent arrangement sold or otherwise issued by any Club in relation to any Season, part of any Season or other series of matches. All spectator admissions to a Premiership/Championship Play-Off Match, whether ticketed or not, must be individually charged for at least at the minimum prices specified above or, as the case may be, alternative minimum permitted price or prices consented to by the Board.

C27 For so long as the amount of any Parachute Payment paid or payable to a Club occupying position 11 in the Premiership and relegated to the Championship by operation of the Premiership/Championship Play-Off Competition is met or will be met in full by sums paid or payable for such purpose to the Company by the Scottish FA sums received or to be received by the Company from Clubs in terms of

Rule C26 and such sums paid or payable to the Company by the Scottish FA shall be treated for all purposes as Other Revenue.

- C28 For so long as the amount of any Parachute Payment paid or payable to a Club occupying position 11 in the Premiership and relegated to the Championship by operation of the Premiership/Championship Play-Off Competition is not met or will not be met in full by sums paid or payable for such purpose to the Company by the Scottish FA sums received or to be received by the Company from Clubs in terms of Rule C26 and any part or portion of such sums paid or payable to the Company by the Scottish FA shall be treated for all purposes as Commercial Revenue.

### **The Championship/League One and League One/League Two Play-Off Competitions**

- C29 The Championship/League One and League One/League Two Play-Off Competitions shall be operated in accordance with Rules C30 and C31.

- C30 At the end of each Season the Club occupying position 9 in the Championship (21 in the League) and the Clubs occupying positions 2, 3 and 4 in League One (24, 25 and 26 in the League) shall take part in the Championship/League One Play-Off Competition and the Club occupying position 9 in League One (31 in the League) and the Clubs occupying positions 2, 3 and 4 in League Two (34, 35 and 36 in the League) shall take part in the League One/League Two Play-Off Competition to determine which further Clubs, if any, are promoted and relegated to and from the Championship, League One and League Two.

- C31 The format of the Championship/League One and League One/League Two Play-Off Competitions shall be:-

C31.1 the Clubs occupying position 9 in the Championship and League One will play the Clubs occupying position 4 in League One and League Two respectively on a home and away knock-out basis. The Clubs occupying position 9 in the Championship and League One will play the second leg at Home;

C31.2 the Clubs occupying position 2 in League One and League Two will play the Clubs occupying position 3 in League One and League Two respectively on a home and away knock-out basis. The Clubs occupying position 2 in League One and League Two will play the second leg at Home.

C31.3 the winners of the ties between the Club occupying position 9 in the Championship and the Club occupying position 4 in League One and between the Club occupying position 2 in League One and the Club occupying position 3 in League One will play against each other on a home and away knock-out basis in the final tie of the Championship/League One Play-Off Competition. The Club occupying the highest League position at the end of the Season will play the second leg of final tie of the Championship/League One Play-Off Competition at home.

C31.4 the winners of the ties between the Club occupying position 9 in League One and the Club occupying position 4 in League Two and between the Club

occupying position 2 in League Two and the Club occupying position 3 in League Two will play against each other on a home and away knock-out basis in the final tie of the League One/League Two Play-Off Competition. The Club occupying the highest League position at the end of the Season will play the second leg of final tie of the League One/League Two Play-Off Competition at home.

- C31.5 the winning Club in each of the ties in the Championship/League One and League One/League Two Play-Off Competitions will be the Club to score the greatest number of goals over the two matches in each tie. In the event that the aggregate scores are equal after the second leg of each tie in the play-off Competition extra-time of 30 minutes (i.e. 15 minutes each way) will take place and thereafter if necessary kicks from the penalty mark will be taken in accordance with the rules laid down by the International Football Association Board which will determine the winner.
- C31.6 the winners of each of the ties provided for in Rules C31.3 and C31.4 will be entitled to be a member of and play in the Championship and League One respectively in the immediately succeeding Season;
- C31.7 the losers of all ties in the Championship/League One Play-Off Competition will be entitled to be a member of and play in League One during the immediately succeeding Season and the losers of all ties in the League One/League Two Play-Off Competition will be entitled to be a member of and play in League Two during the immediately succeeding Season; and
- C31.8 all ties will take place on dates and at times determined by the Board.
- C32 No Club in League One or League Two shall be entitled to participate in the Championship/League One Play-Off Competition if it would in respect of the immediately succeeding Season fail to fully comply with the Membership Criteria applicable to a Club in the Championship and no waiver, relaxation or period of grace is or has been granted to that Club in terms of Rule D6. In the event that any Club which would otherwise be entitled to participate in the Championship/League One Play-Off Competition would in respect of the immediately succeeding Season fail to fully comply with the Membership Criteria applicable to a Club in the Championship and no waiver, relaxation or period of grace is or has been granted to that Club in terms of Rule D6 then the position of such Club in the Championship/League One Play-Off Competition shall be substituted with the next Club in reducing League position order at the end of the immediately preceding Season which would so comply or which has such a waiver, relaxation or period of grace.

### **Pyramid Play-Off Competition**

- C33 The Club occupying position 42 in the League at the end of Season 2014/2015 and in each Season thereafter will take part in a Pyramid Play-Off Competition against a

Candidate Club identified by the Scottish FA from and by means of a national competition approved by the Board between clubs which are not members of the League. The winning Club in a Pyramid Play-Off Competition will be the Club to score the greatest number of goals over the two matches in a tie. In the event that the aggregate scores are equal after the second leg of the tie extra-time of 30 minutes (i.e. 15 minutes each way) will take place and thereafter if necessary kicks from the penalty mark will be taken in accordance with the rules laid down by the International Football Association Board which will determine the winner. The Club playing in the tie will play the second leg at Home. The winner of the tie provided for in this Rule C33 will be entitled to be a member of and play in League Two during the immediately succeeding Season. All matches in a Pyramid Play-Off Competition will take place on dates and at times determined by the Board. The Board shall be entitled to vary the format of the Pyramid Play-Off Competition if it considers it appropriate so to do.

#### **Allocation of Points in League Matches**

- C34 Three points shall be awarded to the winning Club in each League Match which is won and one point awarded to each Club participating in a League Match which is drawn.

#### **Determination of League etc. Position in Case of Equality of Points**

- C35 If any two or more Clubs are equal in points in any Division at the end of the Season or, as the case may be, after 33 League Matches for each Club in the Premiership the higher placed Club shall be the Club with the larger or largest positive goal difference (or the lower or lowest negative goal difference where appropriate). Goal difference shall be determined by deducting the goals conceded from the goals scored in all League Matches played during the Season or, as the case may be, after 33 League Matches for each Club in the Premiership. In the event of the goal difference being equal, the higher placed Club shall be the Club, which has scored the most goals in League Matches during the Season or, as the case may be, in the first 33 League Matches for each Club in the Premiership. In the event of each of the Clubs having the scored the same number of goals in League Matches during the Season or, as the case may be, in the first 33 League Matches for each Club in the Premiership, the higher placed Club shall be the Club, having the greater number of points in League Matches between the relevant Clubs in the Season in question or, as the case may be, after 33 League Matches for each Club in the Premiership and in the event of the number of such points being equal the higher placed Club shall be the Club with the larger or largest positive goal difference (or the lower or lowest negative goal difference where appropriate) in League Matches between the relevant Clubs in the Season or, as the case may be, in the first 33 League Matches for each Club in the Premiership. Goal difference shall be determined by deducting the goals conceded from the goals scored in League Matches played during the Season or, as the case may be, in the first 33 League Matches for each Club in the Premiership between the Clubs concerned.

- C36 If the League position between any two or more clubs cannot be determined by

application of Rule C35 and their positions in the League at the relevant time have a bearing on deciding which Club is the Champion Club of the League and/or a Division, whether a Club plays its final five League Matches in any Season in the Premiership between the other Clubs in positions 1 to 6 in the Premiership or the other Clubs in positions 7 to 12 in the Premiership, whether a Club is promoted or a Club is relegated to or from a Division, participation in a Play-Off Competition or qualification (or consideration for qualification) for any other competitions, including UEFA Competitions, then the Clubs concerned shall play-off a deciding League Match to determine League position on a date and at a neutral ground as determined by the Board in each case. Such deciding League Match shall be of 90 minutes duration with 30 minutes of extra time and kicks from the penalty mark if necessary in accordance with the rules laid down by the International Football Association Board which will determine the winner. The gross gate receipts (excluding Vat) after deducting expenses shall be divided equally between the competing Clubs. Any Club staging a play-off match shall be entitled to charge, as an expense against the receipts of the match, its necessary match expenses together with a ground facility fee of 20% of the gross gate receipts (excluding Vat).

- C37 If the League position between any two or more clubs cannot be determined by application of Rule C35 and their positions in the League at the relevant time do not have a bearing on deciding which Club is the Champion Club of the League and/or a Division, whether a Club plays its final five League Matches in any Season in the Premiership between the other Clubs in positions 1 to 6 in the Premiership or the other Clubs in positions 7 to 12 in the Premiership, whether they are promoted or relegated to or from a Division, participation in a Play-Off Competition or qualification (or consideration for qualification) for any other competitions, including UEFA Competitions then the Clubs concerned shall not play-off a deciding League Match and shall be deemed to have finished in equal positions for all purposes.

### **Champion Clubs**

- C38 The Club occupying position one in the League at the end of a Season shall be declared the Champion Club of the League and shall hold the "The Scottish Professional Football League Championship Trophy" until the next Season's League Competition is concluded. When the winner of The Scottish Professional Football League Championship trophy has been ascertained, the Trophy shall be handed over to the winner who shall return the same to the Company at the League Office not later than 3 weeks prior to the end of the next following Season, in good order and condition and in any event as soon as reasonably practicable following a request from the Board. It shall be the responsibility of the winning Club to arrange appropriate insurance cover for each trophy throughout the period when it is held by the Club.
- C39 The Company shall present to the Champion Club of the League 25 League Championship Medals for Players, other staff and Officials. Additional League Championship Medals may be purchased from the Company with the prior consent of the Board. Only those Players who participated in 25% or more of the League

Matches for the Champion Club in the relevant Season will be eligible to receive such medals.

- C40 The Clubs declared the Champion Club of each of the Championship, League One and League Two ("Division Champion Clubs") shall hold the "The Scottish Professional Football League Championship, League One and League Two Champions Trophies" respectively until the next Season's League Competition is concluded. When the winner of a Scottish Professional Football League Division trophy has been ascertained, the relevant trophy shall be handed over to the winner who shall return the same to the Company at the League Office not later than 3 weeks prior to the end of the next following Season, in good order and condition and in any event as soon as reasonably practicable following a request from the Board. It shall be the responsibility of the winning Club to arrange appropriate insurance cover for each trophy throughout the period when it is held by the Club.
- C41 The Company shall present to each Division Champion Club in each Season, 25 Division Champion Club medals for Players who have Played for the relevant Division Champion Club in the League in the relevant Season and for other Club staff and Officials. Additional Division Champion Club medals may be purchased from the Company by a Division Champion Club with the prior consent of the Board.

#### **Football and Competition Rules**

- C42 The Season shall not in any calendar year commence prior to 31 July in that year and the Board shall not schedule the first League Match of any Season to take place prior to 31 July in any year.
- C43 The Company shall not directly or indirectly operate any Homegrown Players Rule, Salary Cap, Squad Cap or Under 21 Rule or any like or similar concept or criteria.

#### **League Cup Competition**

- C44 The Board shall organise a League Cup Competition for each Season in which it shall be mandatory for all Clubs to participate.
- C45 The League Cup shall be operated in accordance with the League Cup Regulations.

#### **Development League**

- C46 The Board shall organise a Development League for each Season in which it shall be mandatory for Clubs in the Premiership to participate. The Board may also permit a Club or Clubs in membership of any other Division to participate in the Development League on such terms and on such conditions as the Board may specify in the Regulations.
- C47 The Regulations may include for arrangements whereby Clubs shall be permitted to Play Players in the Development League notwithstanding that such Players shall be

the subject of a temporary transfer of League Registration to another Football club.

### **Competitions**

- C48 Competitions other than the League shall, except as provided in these Rules, be operated in accordance with their respective Regulations made by the Board.

### **Regulations**

- C49 The Board may specify in the Regulations which of the Rules shall apply to Competitions other than the League, the extent of such application and, except insofar as provided in these Rules, generally determine the arrangements for the operation of the Competitions.

### **UEFA Competitions**

- C50 It is acknowledged that the Scottish FA shall determine and nominate to UEFA the Clubs to compete in the UEFA Competitions each Season in accordance with the Scottish FA Articles and the Regulations of the UEFA Competitions.
- C51 The Board will procure that all fixtures for League Matches shall be arranged or rearranged to allow for any Club's fixtures in the UEFA Competitions referred to in Rule C51.

### **Club Ceasing to Operate, Participate in and/or be a Member of the League**

- C52 If, for any reason and during or after any Season, any Club ceases to operate or participate in or to be member of the League or any Play-Off Competition, its playing record in the League and/or any Play-Off Competitions may be expunged by the Board and/or the Board may determine the deemed score in the remainder of its Official Matches and/or the Board may take such steps and make such determinations as to League and Divisional position and/or promotion and/or relegation and participation and/or results in and outcome of any Play-Off Competition and/or any other Competition operated by the Company and any and all such further or other steps or measures as the Board shall consider appropriate in the circumstances.



## **D Clubs**

### **Membership Criteria**

- D1 Subject to Rule D2, a Candidate Club for any Season, if it is to be promoted to and admitted entry to the League, and the Clubs participating in the League, must satisfy the Membership Criteria
- D2 In the event that a Candidate Club for any Season, if promoted to and admitted entry to the League, would, in the opinion of the Board in its absolute discretion, fail to fully comply with the Membership Criteria and no waiver, relaxation or period of grace is or has been granted to the Candidate Club concerned in terms of Rule D6, then the Candidate Club concerned shall not be promoted to and admitted entry to the League and a Club which would otherwise have been relegated from the League in accordance with the Pyramid Play-Off Competition, shall retain its place in the League.
- D3 In the event that any Club, in the opinion of the Board in its absolute discretion, shall or if it were to participate in the League in any Season would, fail to fully comply with the Membership Criteria and no waiver, relaxation or period of grace is or has been granted to that Club in terms of Rule D6, such Club shall, subject that it may not be expelled from the League unless by Qualified Resolution at a General Meeting, be subject to such sanction or sanctions and such action shall be taken as the Board, may, in its absolute discretion, determine.
- D4 The Membership Criteria are:-.
- D4.1 a Club participating in the League must be a member of the Scottish FA
- D4.2 a Club participating in the League must have registered or be deemed to have registered its ground in accordance with Rule H13;
- D4.3 a Club participating in the League must:-
- D4.3.1. itself, or through a subsidiary or holding company of such Club, own its Registered Ground; or
- D4.3.2. have such other rights of occupation or tenure in its Registered Ground as may be approved by the Board;
- D4.4 any ground which a Club or the Candidate Club registers or is deemed to have registered as its Registered Ground, must, by not later than 31st March preceding any Season and for the whole of that Season:
- D4.4.1 with respect to Clubs entitled to play in the Premiership and the Championship have achieved and maintain with respect to stadia criteria at least the Bronze Standard set out in The Scottish Football Association National Club Licensing Manual in force and as amended or supplemented from time to time;

- D4.4.2 with respect to Clubs and Candidate Clubs entitled to play in League One and League Two have achieved and maintain with respect to stadia criteria at least the Entry Level Standard set out in The Scottish Football Association National Club Licensing Manual in force and as amended or supplemented from time to time;
- D4.4.3 with respect to Clubs entitled to play in the Premiership and the Championship have had and have adequate winter pitch protection, as provided in Rule H10; and
- D4.4.4 comply with Rules H18 and H19.
- D4.5 clubs shall take all steps determined necessary by the Board to implement the development of youth football in Scotland in line with the requirements, philosophy and recommendations of the Company;
- D4.6 where a Club or the Candidate Club registers or is deemed to have registered as its Registered Ground for any Season a ground at which it is intended to play Official Matches on a pitch utilising a synthetic or artificial playing surface then such Club or Candidate Club must have made an application to the Board in accordance with Rule H4.3 by not later than 31st March and must have been granted an approval by the Board in terms of that Rule by not later than 1<sup>st</sup> June, both preceding such Season;
- D4.7 Clubs and Candidate Clubs shall comply with the Financial Disclosure Requirements; and
- D4.8 Clubs and Candidate Clubs shall comply with Rule E31.7.
- D5 Any application for approval for the purposes of Rule D4.3.2 or application for a waiver, relaxation or period of grace for the purposes of Rule D6, must be made in writing to the Secretary not later than 31<sup>st</sup> March preceding any Season or, as the case may be, first Season, in relation to which the ground for which such approval, waiver, relaxation or, as the case may be, period of grace is sought, is to be registered or deemed to be registered in accordance with Rule H13, as the Registered Ground of the Club or Candidate Club concerned.
- D6 The Board may in its absolute discretion waive, relax or grant a period of grace in respect of any Club's or Candidate Club's requirement to comply with any part of the Membership Criteria and/or Rules D5, H4, H13, H14, H18, H19 and/or H20.
- D7 The Board may undertake or instruct to be undertaken such inspection and may require such verification to be exhibited by a Club or Candidate Club as the Board considers appropriate to satisfy the Board that there is, has been and will be compliance by each Club and a Candidate Club with the Membership Criteria
- D8 The implementation of the Membership Criteria shall be capable of appeal in accordance with the provisions of Section J of the Rules.

## **Employee Contracts**

D9 No Club shall directly or indirectly induce or attempt to induce any employee of another Club to terminate a contract of employment with that other Club (whether or not by breach of that contract) or directly or indirectly approach any such employee with a view to offering employment without the consent of that other Club. For the purpose of this Rule D9, "Club" means a member club of the Scottish FA.

## **Inducement to breach Contracts**

D10 No Club shall either directly or indirectly induce or attempt to induce any manager, coach, trainer or other person involved in the training or management of the team of another Club or a club in membership of the Scottish FA to breach a written contract of employment. Clubs may notify the Company in writing, of the period of all or any such persons' contracts of employment.

D11 Any Club either directly or indirectly inducing or attempting to induce any manager, coach, trainer or other person involved in the training or management of the team of another Club or a club in membership of the Scottish FA to breach a contract of employment shall be dealt with by the Board as it shall see fit.

## **E Club Financial Arrangements**

### **Insolvency**

- E1 Where a Club takes, suffers or is subject to a Deductible Insolvency Event that Club shall, subject to Rule E4, be deducted 15 points and 5 points in the League in consecutive Seasons in terms of Rule E2 or Rule E3.
- E2 Where a Club takes, suffers or is subject to a Deductible Insolvency Event during a Season the 15 points deduction shall be applied immediately to take effect in that Season, with the 5 points deduction being applied in the immediately following Season such that the relevant Club shall commence that immediately following Season in the relevant Division on minus 5 points.
- E3 Where a Club takes, suffers or is subject to a Deductible Insolvency Event during a Close Season the 15 points deduction shall be applied in the immediately following Season, such that the relevant Club shall commence that immediately following Season in the relevant Division on minus 15 points, with the 5 points deduction being applied in the Season next following the immediately following Season, such that the relevant Club shall commence that next following Season in the relevant Division on minus 5 points.
- E4 Where a Club, whether owned and operated by the same or a different person and whether such person or persons is or was a Member, has taken, suffered or been subject to an Insolvency Event which resulted in a deduction of points in terms of these Rules, whether a Deductible Insolvency Event or not, or in terms of the SFL Rules and within 5 years of the date of such Insolvency Event which resulted in a deduction of points takes, suffers or is subject to a Deductible Insolvency Event the 15 and 5 points deductions applicable in terms of Rules E2 or E3, in respect of such a Deductible Insolvency Event shall instead be 25 and 15 points respectively.
- E5 For the purposes of Rules E1 to E4 (inclusive) and Rule E16 all references to a Club taking, suffering or being subject to an Insolvency Event, Deductible Insolvency Event and/or an Insolvency Process includes the owner and operator of that Club taking, suffering or being subject to an Insolvency Event, Deductible Insolvency Event and/or an Insolvency Process as the case may be and shall, if the Board so determines having regard to (i) the need to protect the integrity and continuity of the League; (ii) the reputation of the League; and (iii) the relationship between such owner and operator and the Group Undertaking concerned, include any Group Undertaking of such an owner and operator taking, suffering or being subject to an Insolvency Event, Deductible Insolvency Event and/or an Insolvency Process.
- E6 The Secretary shall give written notice to a Club which is subject to a points deduction in terms of Rules E1 to E5 (inclusive) of each such points deduction.
- E7 A Club may, on the grounds set out in Rule E8, appeal to an Appeal Tribunal against a deduction of points in terms of Rules E1 to E4 (inclusive).

- E8 The only grounds on which a Club may appeal in terms of Rule E7 are that:
- E8.1 it, or, as the case may be, its owner and operator and/or a Group Undertaking of such owner and operator, has not taken, suffered or been subject to a Deductible Insolvency Event;
  - E8.2 Rule E4 did not apply and any deductions of points in terms of Rules E2 or E3 should be 15 points and 5 points and not 25 points and 15 points respectively; and/or
  - E8.3 the Deductible Insolvency Event, which resulted in the points deduction or deductions against which the appeal is made, arose as a result of a Force Majeure Event.
- E9 Any appeal under Rule E7, in order for it to be valid, must be by notice in writing and be received by or on behalf of the Secretary not later than 7 days after receipt by the Club of the notice from the Secretary in terms of Rule E6.
- E10 A written notice of appeal in terms of Rule E9, in order for it to be valid, must: (i) specify which of the grounds specified in Rule E8 is/are relied on and why it is considered that such may be made out; (ii) where an appeal is made on the ground set out in Rule E8.3, specify on what basis it is considered that a Force Majeure Event has occurred and that the Deductible Insolvency Event resulted from it; and (iii) be accompanied by copies of any documentation referred to in such written notice.
- E11 The appeal will be determined by an Appeal Tribunal, the members of which shall be appointed by the Board. The Appeal Tribunal shall comprise:
- E11.1 A legally qualified independent Chairman, appointed from the panel referred to in Rule J9; and,
  - E11.2 Two persons neither of whom shall be an Official.
- E12 The Appeal Tribunal shall have all the powers of a Commission and may require the attendance of any Club or Official at any relevant hearing. The Rules of Procedure shall apply to any appeal under Rule E7. The secretary to the Appeal Tribunal shall be the Secretary or his appointed deputy. The Club making the appeal and the Company shall have the right to a personal hearing at an appeal hearing and may be legally represented at any such hearing. The decision of the Appeal Tribunal on the appeal shall be final and binding.
- E13 The Board may, upon receipt of an appeal under Rule E7, and shall on being requested so to do by an Appeal Tribunal, instruct a firm or firms of independent accountants and/or solicitors to carry out a review or reviews of the relevant Club's and/or its owner and operator and/or in a relevant case a Group Undertaking of such owner and operator's, financial and business activities, affairs and/or operations for the purposes of preparing an independent report or reports generally into the circumstances surrounding and leading up to the Deductible

Insolvency Event and/or into specific matters relating to the Deductible Insolvency Event. The Club and its owner and operator and/or in a relevant case a Group Undertaking of such owner and operator, shall, as a condition of being permitted to pursue an appeal under Rule E7, cooperate fully with such independent firm or firms in the preparation of and meet the costs of the preparation of such report(s) and must, at the request of the Board make such payment to account and, if required by the Board, interim payments towards the costs of such report(s) as the Board may in its sole discretion determine. The report(s) shall be addressed to the Company and copies shall be provided to the Club and to the Appeal Tribunal. The Appeal Tribunal shall take into account the contents of such report(s) when determining whether the Deductible Insolvency Event arose as a result of a Force Majeure Event and in exercising the powers available to it in terms of Rule E14.

E14 An Appeal Tribunal shall have power to:-

E14.1 confirm any deduction of points in terms of Rules E1 to E4 inclusive;

E14.2 set aside any deduction of points in terms of Rules E1 to E4 inclusive and, where it determines that there has been a Force Majeure Event substitute a deduction of such lower number of points as it shall consider appropriate; or

E14.3 set aside any deduction of points in terms of Rules E1 to E4 inclusive.

E15 The whole costs incurred by the Company in connection with an appeal in terms of Rule E7, including the costs of the Appeal Tribunal, all as determined by the Board, shall be met by the Club concerned and shall constitute a debt due to the Company by the Club.

E16 Where:

A. a Club has taken, suffered or has been subject to an Insolvency Event or Events; or

B. a Group Undertaking of a Club has taken, suffered or has been subject to an Insolvency Event or Events and the Board has determined that Rule E5 shall apply,

then, except with the consent of the Board, to be given by it in the event and only in the event that:

(a) the term of a Professional Player's Contract of Service with his Club has expired and such contract has not been renewed or extended or such a Contract of Service has terminated with the mutual consent in writing of the Club and the Player concerned and, in either case, the Scottish FA Registration of such Player has been cancelled and a replacement Professional Player is sought to be Scottish FA Registered to replace the Player whose contract has so expired or been terminated; or

(b) where the Player sought to be Scottish FA Registered is a temporary replacement for a goalkeeper who is unable by reason of injury or illness

to play and that only where written confirmation of such inability shall have been obtained by the Club from a qualified medical practitioner and submitted to the Board and the Board is satisfied that the Club concerned has no other goalkeeper who is Scottish FA Registered and able to play; and

- (c) in either case, the Board is satisfied in its absolute discretion that notwithstanding such Insolvency Event it is appropriate that the Player concerned be League Registered and permitted to Play in Official Matches,

that Club shall not apply to have Scottish FA Registered with it and there shall not be League Registered with it any Professional Player who:

1. is not an Under 20 Player; or
2. was not already Scottish FA Registered with that Club at the date of the relevant Insolvency Event or earliest relevant Insolvency Event which is part of an Insolvency Process,

until such Insolvency Event or Insolvency Process, as the case may be, shall no longer continue or subsist or the Board shall, in its sole discretion, determine that the prohibition on application for Scottish FA Registration and on League Registration of Players in terms of this Rule E16 by such a Club without such consent is no longer appropriate having regard to:

- i. the need to protect the integrity and continuity of the League;
- ii. the reputation of the League;
- iii. the stage that such Insolvency Event or, as the case may be, Insolvency Process has reached; and
- iv. that such Insolvency Event or, as the case may be, Insolvency Process is no longer having any substantive effect on or advantage to the business and operations of the Club and its owner and operator and, in a relevant case, a Group Undertaking of such owner and operator, and

any failure by a Club to observe and/or comply with the provisions of this Rule E16 shall constitute a breach of the Rules.

### **Default in Player and Football Manager/Coaching Staff Remuneration**

E17 Except in circumstances where there is a *bona fide* dispute as to liability for payment by the Club, where the Club is entitled to deduct or otherwise withhold payment of a sum otherwise due or where the Club takes, suffers or is subject to an Insolvency Event, any Club which shall fail to pay any sum due by it to a Player under and in terms of that Player's Contract of Service and/or any sum due by it under a contract of employment to any Official engaged in football management and/or football coaching (a "Remuneration Default") shall be in breach of these Rules.

E18 Any Club which suffers or is subject to a Remuneration Default shall within 2 days of such default notify the Secretary in writing of any such default with details of the

amount(s) and Player(s) and/or Official(s) concerned and if it fails to so notify the Secretary it shall be in breach of these Rules.

- E19 Any Club which commits a Remuneration Default shall not, except with the consent of the Board, to be given in the Board's absolute discretion, apply to have Scottish FA Registered with it or Play any Professional Player who is not an Under 20 Player and/or who was not Scottish FA Registered with that Club at the date of the relevant Remuneration Default until the Board notifies the Club in writing that it is satisfied that such Remuneration Default shall no longer continue or subsist.

### **HMRC Obligations and Reporting**

- E20 Subject to Rules E21 and E28, any Club which:

- E20.1 does not by 1 August 2014 pay in full to HMRC the amount due to be paid to HMRC to discharge the Club's Tax Liabilities due prior to and remaining outstanding on 1 June 2014;
- E20.2 does not within twenty-eight days of a Tax Liability becoming due by the Club on or after 1 June 2014 pay to HMRC the full amount of that Tax Liability;
- E20.3 does not by 1 August 2014 pay to HMRC the full amount due to discharge the Club's Tax Liabilities arising as a result of an assessment issued by HMRC prior to 1 June 2014;
- E20.4 does not within twenty-eight days of the date of an assessment issued by HMRC on or after 1 June 2014 pay to HMRC the full amount of the Club's Tax Liabilities arising as a result of that assessment; and/or
- E20.5 defaults on the terms of any Time to Pay Agreement;

(each a "Default Event") shall report each such Default Event in writing to the Secretary within 2 days of the Default Event arising.

- E21 Rules E20.1 to E20.4 (inclusive) shall not, for so long as the Club concerned complies with its obligations in terms of the relevant Time to Pay Agreement, apply to any arrears of Tax Liabilities ("Arrears") which are or become included as part of a Time to Pay Agreement. However, any failure by a Club to comply with its obligations in terms of a Time to Pay Agreement shall be a Default Event in terms of Rule E20.5.

- E22 Notwithstanding Rule E20 and subject to Rules E23 and E28, where a Club has any Arrears as at 1 June 2014, that Club shall:

- E22.1 by not later than 3 June 2014 provide the Secretary with full written details of the Arrears, together with the periods to which they relate and a copy of any Time to Pay Agreement in force in relation to such Arrears; and
- E22.2 subject to Rule E24, conclude by 1 August 2014 with HMRC, and lodge a copy with the Secretary, a Time to Pay Agreement in relation to any of those Arrears which were not the subject of a Time to Pay Agreement as at 1 June 2014 and which are not discharged in full by 1 August 2014;



and any failure by a Club to comply with Rules E22.1 and/or E22.2 shall also be a Default Event.

- E23 A Club may apply to the Board for an extension of time to conclude a Time to Pay Agreement in terms of Rule E22.2. The Board shall have absolute discretion as to whether to refuse or approve such an application, and if the Board chooses to approve an application it may impose such conditions as it determines are appropriate. The Board may subsequently withdraw any such approval and/or amend, withdraw and/or impose new such conditions at any time.
- E24 Where a Club defaults on or after 1 June 2014 on the terms of a Time to Pay Agreement entered into prior to 1 June 2014, and such default results in amounts becoming due to HMRC on such default, the provisions of Rule E22 (which provides the Club with a time period in which to agree a Time to Pay Agreement) shall not apply, and the Club shall remain subject to a Default Event until such times as the outstanding amounts are paid in full.
- E25 When a Club reports a Default Event to the Secretary it shall at the same time provide in writing to the Secretary details of any and all amounts of Tax Liabilities then due by that Club together with the period(s) to which they relate and if the Default Event shall occur by reason of Rule E20.5 the Club shall at the same time as reporting the Default Event provide a written explanation of the circumstances of the Default Event and copies of the Time to Pay Agreement and all relevant correspondence with HMRC.
- E26 A Club which fails to report a Default Event to the Secretary in accordance with Rule E25 within 2 days of the Default Event occurring and/or fails to provide a non-time constrained original irrevocable authority in accordance with Rule E27 shall be in breach of these Rules.
- E27 Except where a Club has previously provided a non-time constrained original irrevocable authority in accordance with this Rule E27, each Club shall provide to the Secretary, not later than 31 March prior to the commencement of the next following Season, except for Season 2014/2015 where the relevant date shall be 1 August 2014 (and in any event within 7 days of any request for a further authority from the Secretary), an original, irrevocable authority (which shall not be time constrained) in the form prescribed by the Secretary on Club letterhead notepaper and signed by a director or in the case of a Club which does not have an owner and operator which is incorporated an office bearer of the Club duly authorised for the purpose and the Club secretary or equivalent, of the Club, addressed to HMRC authorising HMRC to provide to the Company, if a Club suffers or has suffered a Default Event, information relating to amounts of Tax Liabilities payable, paid and overdue by the Club to HMRC from time to time including, by way of example and without limitation, the amount of Arrears (if any), the existence, terms and current position in respect of any Time to Pay Agreement and the Club's Tax Liabilities generally. The Company shall be entitled to forward such authority to HMRC without having to seek

the consent of the Club concerned.

- E28 Any amounts which HMRC claims to be due to it in respect of Tax Liabilities by a Club, for example by way of an assessment, but which have been formally contested in appropriate notices and/or proceedings by the Club shall not be considered as due to HMRC by the relevant Club for the purposes of Rules E20 and E22 until such time as a final determination is made on HMRC's claim.
- E29 Except with the consent of the Board, to be given in the Board's absolute discretion, any Club which takes, suffers or is subject to a Default Event or Events shall not apply to have Scottish FA Registered with it or Play any Professional Player who is not an Under 20 Player and/or who was not Scottish FA Registered with that Club at the date of the Default Event or earliest relevant Default Event, until the Board notifies the Club in writing that it is satisfied that such Default Event(s) shall no longer continue or subsist.

### **Inspection of Financial Records**

- E30 Every Club shall keep detailed financial records and the Company shall be entitled to inspect such records and to require Clubs to provide copies of any financial or other records which the Company may reasonably require in order to enable the Company to investigate whether the Club has complied and is complying with these Rules, the Articles, the Scottish FA Articles, the UEFA Statutes and the FIFA Statutes and to ensure compliance by the Club with the same.

### **No Overdue Payables and Compliance with National Minimum Wage**

- E31.1 As at 31 January in each calendar year a Club and the Candidate Club must not have any Overdue Payables; see description of meaning of Overdue Payables in Rules E31.4 and E31.5, to other Football clubs and Football authorities as described in Rule E31.1.1, including, as a result of transfers undertaken up to and including that 31 January.
- E31.1.1 Overdue Payables to other Football clubs and/or Football authorities are those amounts due to: (i) Football clubs as a result of transfer activities, including training compensation and solidarity contributions as defined in the *FIFA Regulations on the Status and Transfer of Players*, as well as any amount due upon fulfilment of certain conditions and any amounts due in respect of compensation for training and development, Compensation and Development Contribution or the like or equivalent in terms of the Articles, Rules and Regulations of the SPFL and/or Scottish FA; (ii) any amounts due in respect of tickets sold as the Visiting Club in respect of any Official Match; (iii) any amount payable to a Home Club arising in terms of these Rules and resulting from damage caused to the stadium of a Home Club by supporters of a Visiting Club at an Official Match; and (iv) any Football authority, howsoever arising, including to the Company and/or the Scottish FA.

- E31.2 As at 31 January in each calendar year a Club and the Candidate Club must not have any Overdue Payables, see description of Overdue Payables in Rules E31.4 and E31.5, towards any of its Players, coaching or football management staff, including those formerly employed by the Club and the Candidate Club in such roles.
- E31.3 As at 31 January in each calendar year a Club and the Candidate Club must not have any Overdue Payables, see description of Overdue Payables in Rules E31.4 and E31.4, in respect of Tax Liabilities to HMRC as a result of contractual or legal obligations in respect of, related to or concerning that Club's and the Candidate Club's employees.
- E31.4 Payables are considered as overdue if they are not paid according to the agreed terms and where a payable arises by statutory or regulatory provision when overdue in terms of such provision.
- E31.5 Payables are not considered overdue, within the meaning of this Rule 31, if the Club or the Candidate Club concerned is able to satisfy the Board that by and/or as at 31 January in the relevant calendar year, the Club or the Candidate Club has:
- E31.5.1 paid the relevant amount in full;
  - E31.5.2 concluded an agreement which has been accepted in writing by the creditor, to extend the due date for payment beyond the applicable due date and later than the relevant 31 January (NB: the fact that a creditor may not have requested payment of an amount due does not constitute an of extension of the due date);
  - E31.5.3 commenced on or prior to the relevant 31 January a legal claim to or at a competent court, tribunal, authority, the national or international football authorities or relevant arbitration tribunal contesting liability in relation to each relevant overdue payable. However, if the Board is satisfied, acting reasonably, that such claim has been brought or such proceedings have been opened for the sole or principal purpose of avoiding the time limits set out in this Rule E31 (i.e. in order to 'buy time') and/or that the Club or Candidate Club concerned is not otherwise acting in good faith and, in the case of a tax assessment and the like which the Club or Candidate Club concerned is obliged by law to pay whilst contesting same, on or prior to the relevant 31 January, the due amount has been so paid on or before the relevant 31 January, the relevant amount will still be considered an overdue payable;
  - E31.5.4 has contested, on or prior to the relevant 31 January at or to a competent court, tribunal, authority, the national or international football authorities or relevant arbitration tribunal, a claim and/or assessment or the like which has been brought or proceedings which have been commenced, brought, raised or the equivalent against it

by a creditor in respect of overdue payables and is able to demonstrate to the reasonable satisfaction of the Board that it has established reasons for contesting the claims or proceedings which have been opened. However, if the Board consider the reasons for contesting the claim or proceedings which have been opened as manifestly unfounded and that the Club or Candidate Club concerned is otherwise acting in good faith, the amount will be considered as an overdue payable; and/or

- E31.5.5 is able to demonstrate to the reasonable satisfaction of the Board that it has taken all reasonable measures to identify and pay the creditor club(s) in respect of training compensation and solidarity payments as defined by the FIFA Regulations on the Status and Transfer of Players, and the Rules, Articles and Regulations of the Company, League and Scottish FA, in force from time to time.
- E31.6 As at 31 January in each calendar year a Club and the Candidate Club must be, as regards all of its employees, in compliance with the National Minimum Wage Regulations 2015 and/or any supplementary, variation or replacement regulations or other provisions in force from time to time and must have no sums due to or in respect of any of its employees and former employees arising out of or connected with said 2015 regulations except where such payment is not obliged to be paid on or before the relevant 31 January.
- E31.7 By not later than 31 March in each year a Club and the Candidate Club must have sent to and had received by the Secretary, a fully completed declaration and certificate in a form specified by the Board, approved by the board of directors or equivalent, in the case of a body which is not an incorporated company, and signed by at least one director or the equivalent, of the owner and operator of the Club or the Candidate Club concerned, certifying that the Club or the Candidate Club, including its owner and operator, are in full compliance with each and all of the requirements of Rules E31.1, E31.2, E31.3 and E31.6 or, if not in such full compliance, the full details of such non-compliance, full documentary explanation for and verification of and value, over a one year period up to the relevant 31 January, of each such non-compliance, and the date or dates on such non-compliance is anticipated to be resolved and compliance achieved by the Club or the Candidate Club, as regards each such non-compliance.
- E31.8 Where, in order for the Club or the Candidate Club concerned, to certify full compliance in terms of each of Rules E31.1, E31.2, E31.3 and E31.6, it is necessary for a Club or the Candidate Club to rely on Rule E31.5, the Club or Candidate Club concerned must provide to the Secretary, along with any declaration and certificate given by it in terms of Rule E31.7, a full written explanation of the nature and extent of such reliance, together with copies of any and all documents supporting and/or explaining such reliance.
- E31.9 In considering any declaration and certificate in terms of Rule E31.7 or

explanation and/or material provided in support of and/or in explanation for same and/or for the purposes of Rule E31.8 and/or for the purposes of any application made by a Club or the Candidate Club to the Board, the Board may require the Club or Candidate Club concerned to provide such further information, explanation, documentation, personal appearance ("Material") as the Board may in its sole discretion consider appropriate.

- E31.10 Except with the consent of the Board, to be given in the Board's absolute discretion, any Club which fails to provide to the Secretary the declaration and certificate by the due date or by such later date as may be agreed to by the Board in writing in its sole discretion, all as required in terms of Rule E31.7, shall not apply to have Scottish FA Registered with it or Play any Player who is not an Under 20 Player and/or who was not Scottish FA Registered with that Club at such due date, unless and until the Board notifies the Club in writing that it is satisfied that such declaration and certificate has been received by the Secretary in terms and with such explanatory and/or supporting documents, as are acceptable to the Board in its sole discretion.
- E31.11 Without prejudice to the terms of any of the other provisions of these Rules, the Articles and/or the Regulations where a Club or the Candidate Club: (i) fails to provide the declaration and certificate required by Rule E31.7 to the Secretary by the required date or by any later date agreed to by the Board in its sole discretion; and/or (ii) provides such declaration and certificate and/or materials and/or Materials along with and/or in support or explanation of such declaration and certificate and/or in explanation for and/or reliance on any of the matters provided for in Rule E31.5 and/or for any other purpose connected with or related to this Rule E31, which contains untrue and/or incorrect information and/or which is misleading in its terms, (iv) fails or unreasonably delays in the provision of such Material as may be required by the Board in terms of Rule E31.9; and/or (v) fails to comply with Rule E31.10, such Club and the Candidate Club shall, in each such case, be in breach of and shall fail to comply with these Rules.
- E31.12 Notwithstanding the terms of Rule E31.11 and without prejudice to the terms of any of the other provisions of these Rules, the Articles and/or the Regulations, the failure of a Club or the Candidate Club at any time to comply only with the individual terms of each of Rules E31.1, E31.2, E31.3 and/or E31.6 shall not in and of itself constitute a breach of and/or a failure to comply with these Rules.

## **F Players**

### **Registration and Eligibility**

- F1 Subject to these Rules and the Player Regulations, to be eligible to Play for a Club a Player must be League Registered with that Club in accordance with these Rules and the Player Regulations.
- F2 A breach of or failure to comply with the Player Regulations shall constitute a breach of these Rules.

### **Compensation**

- F3 Compensation shall be payable to the former Club of a Player only where the Player concerned is Registered with his new Club at or before the end of the first Season in which the Player concerned reaches, will reach or shall have reached the age of 23.
- F4 If a Club wishes to re-engage a Professional Player and/or preserve any right that it may wish to assert to Compensation, such Club must have sent to the Player, to his last known home address or delivered to him personally, and copied to the Secretary, not later than fourteen days prior to the expiry of the term of the Player's Contract of Service, a written offer of re-engagement in accordance with Rule F5.
- F5 An offer of re-engagement for the purposes of Rules F4 must be for a term of not less than one year, on:-
- F5.1 replacement terms which are, in the opinion of the Board, not less favourable in all monetary respects, on an annual comparison basis, with the immediately preceding year of his employment, except that a signing-on fee and/or any additional or other lump sum payments included in the previous terms need not be repeated; or,
- F5.2 deemed terms as provided in Rule F6.
- F6 If an offer made in accordance with Rule F5 does not specify the term and/or terms offered for such re-engagement then the Club making the offer shall be deemed to have offered employment for a term of one year from the expiry of the term of the Player's existing Contract of Service on the same terms on which he was employed at the date of such offer, except that any signing-on fee and/or any additional or other lump sum payments included in the existing terms are not included in the deemed offer.
- F7 If, after the expiry of the term of his Contract of Service a Professional Player, to whom an offer in terms of Rules F5 and F6 has been made which is not accepted by him, is Registered for a new Club in circumstances where Rule F3 applies, then that new Club shall be liable to pay Compensation to the Player's former Club

- F8 If Clubs are unable to reach agreement on the amount of Compensation payable then either of the Clubs concerned or the Board shall have the right, at any time, to have any Compensation payable, if any, determined by a Compensation Tribunal.
- F9 In the event of the two Clubs concerned not reaching agreement on the amount of any Compensation payable, the new Club must, on the date of Scottish FA Registration or, if later, on the date of any first offer of Compensation, pay to the Player's former Club at least 50% of the highest amount offered or, as the case may be, offered, plus VAT at the standard rate. All offers of Compensation shall be in writing and shall be copied to the Secretary by recorded delivery post when they are sent to the Player's former Club. In the event that the amount of Compensation ordered to be paid by a Compensation Tribunal is less than the amount previously paid in terms of this Rule F9 or if no Compensation is ordered to be so paid then the Club which has received such payment shall be liable to forthwith repay as a debt the amount overpaid or, where no payment is so ordered to be paid, the amount paid, to the Club which made such payment.
- F10 A Compensation Tribunal shall be convened and its members appointed by the Board. The Clubs concerned shall provide the Compensation Tribunal with all the relevant information and documentation that the tribunal may require.
- F11 Unless otherwise agreed between the Clubs concerned, such agreed terms being set out in writing, signed by both Clubs and lodged with the Secretary, the balance or balances of Compensation, plus VAT at the standard rate, must be paid within 28 days of the date of publication of a Compensation Tribunal determination or, when an award in appropriate terms has been made by the Compensation Tribunal, of the occurrence or the relevant event or events. The Board may require interest to be paid on any balance or balances of Compensation from time to time due for payment and not paid until paid in full, at the rate of 2% above the base lending rate of the Bank of England as same may vary from time to time compounded on the first day of each calendar month.
- F12 The action of a Club in securing the Professional Player's signature on a Contract of Service shall constitute an acknowledgement of that Club's liability to pay any Compensation due in accordance with these Rules.
- F13 If, in the opinion of the Board, a Contract of Service has been agreed or amended with the purpose or effect, in whole or in part, of avoiding or evading the payment of Compensation in accordance with the intent of the provisions of these Rules, the Board shall require the Club concerned to pay to the Club entitled to Compensation the amount of Compensation which a Compensation Tribunal considers ought to be paid.
- F14 If, in the opinion of the Board, a Club unfairly traffics or deals in the Scottish FA Registration of any Player or otherwise abuses in any way the system of Compensation, or the intent thereof, the Board shall require such Club to pay to the Club from whom the Player was transferred such sum as the Board may consider just.

- F15 A Compensation Tribunal shall comprise:-
- F15.1 a legally qualified chairman independent of the Clubs concerned;
  - F15.2 a member or nominee of the Board; and
  - F15.3 a person representing or representative of Players.
- F16 A Compensation Tribunal shall be entitled to call for any documentary evidence required by it and shall have the power to order the attendance of any Club, Official or Player at any relevant hearing. The secretary to a Compensation Tribunal shall be the Secretary or his appointed deputy.
- F17 The decision of a Compensation Tribunal on all matters determined by it shall be final and binding on all parties.
- F18 In determining the amount of Compensation a Compensation Tribunal shall take into account the costs referred to in Rules F20 and F21 and the criteria set out in Rule F22.
- F19 A Compensation Tribunal shall be entitled to award Compensation payable as a single sum or to award an initial sum with such further sum or sums as to be payable on the occurrence of a future event or events.
- F20 Any costs relating to the Player concerned, including a contribution to overheads, indirect and shared costs, incurred by the Club losing the player's Scottish FA Registration in operating a youth development set-up such as for example, Football Academy, Centre of Excellence or Youth Development Initiative, including (without limitation) the cost of providing for students:-
- F20.1 living accommodation;
  - F20.2 training and playing facilities;
  - F20.3 scouting, coaching, administrative and other staff;
  - F20.4 education and welfare requirements;
  - F20.5 playing and training strip and other clothing;
  - F20.6 medical and first aid facilities; and,
  - F20.7 friendly and competitive matches and overseas tours.
- F21 Any other costs incurred by the Club losing the player's Scottish FA Registration directly and/or indirectly attributable to the training and development of the Player.



- F22 The criteria are:-
- F22.1 the age of the Player;
  - F22.2 the amount of any transfer fee or Compensation paid by the Club losing the player's Scottish FA Registration when acquiring the Scottish FA Registration of the Player;
  - F22.3 the length of time during which the Club losing the player's Scottish FA Registration held the Scottish FA Registration of the Player;
  - F22.4 the terms of the new contract offered to the Player by each of the Clubs;
  - F22.5 the Player's playing record in club and international team appearances; and,
  - F22.6 substantiated interest shown by other clubs in acquiring the services of the Player.

### **Development Contribution**

- F23 For the purposes of these Rules, a Player's youth development for the playing of Football takes place during his Development Contribution Period.
- F24 Subject to Rules F25 and F36, in the event that a Player is Registered to another Club on or prior to his 23<sup>rd</sup> birthday, the Club to whom that Player was last Registered shall be entitled to payment of a Development Contribution for the youth development of that Player if he was, during all or, where it is the case, part, of any Development Contribution Year in his Development Contribution Period, Registered to or Associated with that Club.
- F25 A Development Contribution is not payable:-
- F25.1 where the Player concerned has not, prior to its termination, been offered in writing renewal of his Scottish FA Registration by the Club otherwise entitled to payment of a Development Contribution;
  - F25.2 where the Player concerned has at any time been Registered as a Professional Player to the Club otherwise entitled to payment of a Development Contribution;
  - F25.3 where the Player concerned is, for the first time, Scottish FA Registered as a Professional Player and the Club otherwise entitled to payment of a Development Contribution has not, prior to termination of his Scottish FA Registration to that Club, offered in writing the Player a Contract of Service on specified terms to commence on or before termination of his Scottish FA Registration;
  - F25.4 where the Player concerned is not also being, and for so long as he is not, registered with the Scottish FA as a player of the Club otherwise liable to

pay a Development Contribution;

- F25.5 where the Board has, in accordance with the Player Regulations directed the Secretary to Register the Player concerned to the Club otherwise liable to pay a Development Contribution without requiring that a Development Contribution first be paid; or
- F25.6 to the extent and for such period(s) as a Development Contribution has on any previous occasion been paid to the Club otherwise entitled to payment of a Development Contribution for such period.
- F26 Any Club claiming to be entitled to payment of a Development Contribution for a Player shall be entitled to so notify the Secretary in writing and shall at the same time copy such notification to the Club from whom the Development Contribution is claimed. Such a notification must include the date of birth of the Player, details of the number and dates of the Development Contribution Year(s) and part Development Contribution Year(s) claimed for and the age of the Player during each of such Development Contribution Year(s) and/or part Development Contribution Year(s).
- F27 For the purpose of determining entitlement to a Development Contribution the age of a Player in respect of any Development Contribution Year shall be ascertained by the age of the Player on the birthday of the Player falling in the Development Contribution Year concerned.
- F28 The Secretary shall consider any representations made by the Club claiming an entitlement to a Development Contribution and the Club against which such claim is made.
- F29 The Secretary shall, after considering such representations, within such time or times as the Secretary thinks appropriate, submitted to him, determine the amount, if any, of any Development Contribution payable and shall notify in writing each of the Clubs concerned of the amount, if any, determined as payable .
- F30 Within 7 days of the issue of a notification by the Secretary of a determination in terms of Rule F29 any Club aggrieved at or with such determination may appeal to the Board, by notifying such appeal to the Secretary in writing stating the grounds of such appeal.
- F31 The Board may, after such process as it thinks appropriate, affirm, reverse, alter, modify and/or substitute any such determination of the Secretary.

F32 The amount of any Development Contribution payable shall be determined by reference to the following table:-

<b>Maximum Age during the Development Contribution Year or part Development Contribution Year for which Development Contribution claimed</b>	<b>Amount applicable to any Season in which the Club concerned was a member of the SPL or is a member of the Premiership</b>	<b>Amount applicable to any season in which the Club concerned was a member of the SFL or is a member of the Championship, League One or League Two</b>
11	£5000	NIL
12	£5000	£3000
13	£5000	£3000
14	£5000	£3000
15	£10,000	£6000
16	£10,000	£9000
17	£10,000	£9000
18	£10,000	£9000
19	£10,000	£9000

F33 Where a Player has been Registered to or Associated with a Club for only part of a Development Contribution Year for which that Club is entitled to payment of a Development Contribution then the amount of the Development Contribution which would have been payable had the Player concerned been Registered to or Associated with such Club for the whole of the Development Contribution Year concerned shall be *pro-rated* to such part of such Development Contribution Year in respect of which he was so Registered to or, as the case may be, Associated with such Club.

F34 Where any contribution, compensation, recompense or other payment is payable to a Club entitled to payment of a Development Contribution by the Club liable to pay a Development Contribution under or in accordance with any scheme, arrangement, rules or the like operated by any body operating within Organised Football for the same period in respect of which such Development Contribution is payable then the amount of the Development Contribution otherwise payable shall be reduced by the amount of such contribution, compensation, recompense or other payment.

F35 Any Development Contribution due shall be paid by the Club liable to make payment to the Club entitled to same within 14 days of the Secretary giving notification of such liability to the liable Club, unless there is an appeal to the Board which might affect such liability, in which case the payment due shall be made within 14 days of the date of such determination of the appeal being notified to the liable Club, unless the determination of such appeal is that no Development

Contribution is payable. The Board may require interest to be paid by the Club liable to make payment on any balance or balances of Development Contribution from time to time due for payment and not paid until paid in full, at the rate of 2% above the base lending rate of the Bank of England as same may vary from time to time compounded on the first day of each calendar month.

- F36 Except where the Board shall determine otherwise in accordance with this Rule F36, no Development Contribution shall be payable to any Club in circumstances where and for so long as the Scottish FA operate a scheme or arrangement for payment of reimbursement of training costs for youth Players which has been agreed and continues to be agreed by the Board as providing broadly comparable or greater amounts of compensation than would be payable to broadly equivalent Clubs in broadly equivalent circumstances in respect of broadly equivalent Players were such Clubs to be entitled to payment of Development Contribution. In the event that for whatever reason a Club is not, or for some reason becomes not, entitled to receive payment of reimbursement or in respect of training costs or becomes entitled to receive only restricted payment for any one or more of its youth Players under and in terms of such a scheme or arrangement operated by the Scottish FA during all or any part of such Player or Players' Development Contribution Period, then the Board may require payment of all or part of the amount of any amount of Development Contribution in respect of any such Player which would have been payable had the Board not so agreed in respect of such a scheme or arrangement operated by the Scottish FA.

## **G Fixtures and Match Officials**

### **Fixtures**

- G1 Subject to Rule C42, all League Match fixtures shall be specified by the Board in a fixture schedule prior to the commencement of the Season following consultation with the Scottish FA.
- G2 Subject to the terms of any Commercial Contract and any other consideration which the Board considers material, League Matches shall normally be played on Saturday afternoons, and Clubs so far as reasonably practicable shall be a Home Club on one week and a Visiting Club the next.
- G3 Subject to Rule C42, the Board shall have discretion to schedule and to reschedule the date, time and/or venue of any Official Match as it shall consider appropriate.
- G4 Where reasonably practicable the Board shall consult with and shall take into account any representations made by participating Clubs before rescheduling the date, time and/or venue of an Official Match.
- G5 Each Club shall comply with and play in the relevant fixtures comprised in the fixture schedule determined by the Board and any rescheduled date, time and/or venue determined from time to time by the Board for Official Matches in which the Club is a participant.
- G6 So far as reasonably practicable the fixture schedule in the League and other league Competitions operated by the Company shall require Clubs to play equal numbers of home and away matches.

### **Postponement and International Selection**

- G7 A Club shall be entitled to apply to the Board for the postponement of any Official Match where three or more of its Players who would otherwise have participated in such match are unavailable through international selection and, following receipt of such an application, the Board may postpone and rearrange the relevant Official Match in accordance with Rule G3.

### **Match Officials**

- G8 The appointment of Match Officials at and for Official Matches shall be the responsibility of the Scottish FA in accordance with any agreement reached between the Company and the Scottish FA from time to time.

### **Kick-off Times**

- G9 The time of kick-off for all League Matches and Play-Off Matches shall be determined from time to time by the Board (having regard to UEFA and FIFA TV Regulations in the case of a live transmission and in consultation with all necessary parties including, if appropriate, the Scottish FA and the relevant police force representatives).

- G10 Both teams shall enter the field of play together in Official Matches along with the Match Officials no later than five minutes prior to the scheduled kick-off time.
- G11 All kick-offs must adhere to the time fixed by the Board. Clubs and Referees must report any delays to the Board. Any Club causing a kick-off to be delayed by 15 minutes or more from the time advertised without sufficient reason (as determined by the Board in its absolute discretion) will be liable to a fine of up to a maximum of £5,000 for a first offence and for a second or subsequent offence occurring within two years of the first offence shall be dealt with in accordance with the provisions of Section G of these Rules.

### **Half-time Interval**

- G12 In all Official Matches the half-time interval shall be fifteen minutes.

### **Duration of Matches**

- G13 All Official Matches shall be of 90 minutes' duration, with two equal halves of 45 minutes, but any Official Match which, from any cause whatever, falls short of 90 minutes' duration may be ordered to count as a completed fixture or to be replayed in full as the Board may in its absolute discretion determine.

### **Teams for League Matches and Play-Off Matches**

- G14 Each Club shall play its full-strength team in all League Matches and Play-Off Matches.

### **Laws of the Game**

- G15 All Official Matches shall be played in compliance with these Rules and the Laws of the Game.

### **List of Players**

- G16 An authorised Official of each Club participating in a League Match and in a Play-Off Match, must deliver to the Referee, with a copy to an appropriate Official of the opposing Club, a 'Scottish Professional Football League - Match Information Form', in a form from time to time approved for use by the Board, with the match details and match commencement team information sections completed which specifies the Players who will Play in that Match for that Club, including the name(s) of the Club's nominated substitute(s), not less than 75 minutes before the scheduled kick-off time. Clubs shall be entitled to specify up to 18 such Players on such form. The completed form delivered to the referee and copied to the opposing Club shall state: (a) the Competition in which the match is to be played, the Clubs which will participate in the match and the date, time and place of the scheduled Kick-off (b) the full names of the Players who may Play for the Club in the match, their squad numbers, if any, their dates of birth and the designated team captain; (c) which of the listed Players who will comprise the starting 11; and (d) as the first Player listed, the Player who will fulfil the role of goalkeeper in the starting 11. The completed

form shall also state:- (i) the colour of the goalkeeper shirt which will be worn by any Player who will Play as the goalkeeper for that Club at any stage during the match; (ii) the colour(s) of shirts which will be worn by all outfield Players who will Play for that Club in the relevant match; and (iii) the names and, in each case, the position held at the Club of the up to six persons who may, in addition to the substitutes, occupy positions in the technical area of the relevant Club during the match.

G17 If any Player (or substitute Player) named in a Match Information Form referred to in Rule G16 (“**Match Form**”) is injured or otherwise incapacitated after the delivery of that Match Form to the Match referee but before the scheduled kick-off time, the Club may add the name of another League Registered Player to the Match Form as a Player or a substitute Player provided that:

- (i) the Club’s doctor (or if unavailable, another doctor), has certified that the injury or incapacity is such that the Player in question cannot reasonably be expected to play;
- (ii) if the Player in question has been named in the starting 11 they may only be replaced by any of the seven substitutes listed on the initial Match Form. The substitute in question may only then be replaced by a League Registered Player not listed on the initial Match Form, so that the quota of substitutes is not reduced;
- (iii) if the Player in question has been named as one of the seven substitutes, they may only be replaced by a League Registered Player not listed on the initial Match Form; and
- (iv) if the Player in question is a goalkeeper and no substitute goalkeeper has been named on the initial Match Form, the Player may be replaced by a League Registered player not listed on the initial Match Form.

Any amendment to the Match Form pursuant to this Rule G17 shall be immediately communicated by the relevant Club to the Match referee, an appropriate Official of the opposing Club and to the media. The Club concerned must, upon request, provide the Company with the necessary medical certificates.

G18 Any Club failing to carry out the provisions of Rule G16 at a League Match or Play-Off Match will be fined the sums of £250 for the first offence, £500 for the second offence, £1,000 for the third offence and for any subsequent offence shall be dealt with in accordance with the provisions of Section J of these Rules. For the avoidance of doubt, the amount of any fine imposed in accordance with this Rule G18 for a first, second or third offence shall be capable of appeal to the Judicial Panel in terms of Section J of these Rules.

### **Substitute Players**

G19 Only up to three nominated substitutes for any one Club may Play in a League Match or Play-Off Match. A Player who has been substituted may not Play in that League Match or Play-Off Match again. Any substitutions during a League Match or

Play-Off Match must be recorded by the Club on the substitution slips and handed to a Match Official prior to each substitution taking place.

- G20 No more than three substitutes from each team shall warm up at any one time in the area designated by the Match referee. The team fitness coach (as indicated on the Match Form) may join the Players warming up and is responsible for the implementation of any instructions from the Match referee.
- G21 Substitutes who are warming up on the pitch perimeter shall wear colours sufficient to distinguish them from those worn by the players (including goalkeepers) participating in the League Match or Play-Off Match in question.
- G22 Six team Officials and up to seven substitute Players are allowed to occupy positions in the technical area allocated for their Club. i.e. a total of 13 persons. The names of all such persons and their functions must be listed on the Match Form pursuant to Rule G16.

### **Player Identification**

- G23 The Players' shirts must be clearly numbered on the back and the players' shorts must be numbered clearly on the left-hand side at the front and in accordance with the list handed to the Referee before any League Match or Play-Off Match. Any such numbers and letters must be in compliance with the style and conditions approved by the Board and the Scottish FA.
- G24 Prior to the start of the Season each Club entitled to participate in the Premiership and the Championship must notify the Secretary of the shirt numbers allocated to each Player in their First Team Squad. Each Player must be allocated a different shirt number. The requirements of this Rule G24 and Rules G25 to G27 (inclusive) shall not apply to Clubs which are not Championship Clubs participating in the Championship/League One Play-Off Competition.
- G25 If any Player is added to a Club's First Team Squad in the Premiership or the Championship during the Season additional numbers may be allocated as new Players join the relevant First Team Squad.
- G26 A Player's shirt number with any Club in the Premiership or the Championship must remain with him for the duration of the Season unless either:
- G26.1 he ceases to play for a Club in which case his shirt number will become available for allocation to new members of the First Team Squad; or
- G26.2 for other reasons satisfactory to the Board in its absolute discretion.
- G27 A Player's name must appear on the back of his shirt above the shirt number where the Player is Playing in a League Match or in a Play-Off Match for a Club in the Premiership or the Championship.
- G28 One player for each Club shall be nominated as captain for the League Match or



Play-Off Match on the list provided to the Referee in accordance with Rule G16 and shall wear a distinguishing armband to indicate his status. If the captain for the time being ceases to participate in a League Match or Play-Off Match another player shall be designated as captain and he shall wear an armband as aforesaid.

- G29 Any Club failing to carry out the provisions of Rules G23 to G28 (inclusive) will be fined the sums of £250 for the first offence, £500 for the second offence, £1,000 for the third offence and for any subsequent offence shall be dealt with in accordance with the provisions of Section J of these Rules. For the avoidance of doubt, the amount of any fine imposed in accordance with this Rule G29 for a first, second or third offence shall be capable of appeal.

### **Clubs to Register Colours**

- G30 By 1<sup>st</sup> June (or such other date as may be fixed from time to time by the Board) in each year, all Clubs shall submit to the Company written details of their first, second and, where applicable, third choice colours (of shirts, shorts and socks).
- G31 The first and second choice colours must be different and distinct.
- G32 The colours registered by each Club shall be worn during the following Season and no changes either in the colours or the combination of colours shall be permitted during the course of the season except in the circumstances set out in Rule G42 or with the prior approval of the Board.
- G33 A Club may, at its discretion, register third choice colours, which must be different and distinct from its first and second choices.
- G34 Subject to the provisions of Rules G36 to G44 (inclusive), Clubs are required to wear their first choice colours in all League Matches and Play-Off Matches, save that a Club shall be permitted to play a maximum of four Home League Matches in any Season in colours which are not the first choice, provided that the Company, the opposing Club and the Referee appointed for such League Match have been advised in writing not less than 48 hours before such League Match and the Referee (whose responsibility shall relate to the match in question only in this regard) shall determine whether each Club can wear its first choice colours in any given League Match or Play-Off Match in order to ensure compliance with Rules G36 to G44 (inclusive).
- G35 Each Club shall submit a sample of its registered colours to the Secretary by 30<sup>th</sup> June each year, such samples to be retained for the duration of the Season.
- G36 No Club shall be permitted to play in shirts the colour of which is likely to cause confusion with the outfit worn by the Match Officials.
- G37 The obligations of Rule G30 are additional to any obligations to submit club colours to the Scottish FA in accordance with the Scottish FA Articles.

## **Clashes of Colours**

- G38 At least 7 days prior to all League Matches and Play-Off Matches the competing Clubs shall notify each other and the Secretary of the kit it intends its Players to wear in the relevant match. Such notification shall be made using the SPFL Match Kit Form and include the kit to be worn by the goalkeeper.
- G39 If the Secretary determines that there is, or is likely to be, a clash of colours, the Secretary in consultation with the Scottish FA Head of Referee Operations (being the head of the Scottish FA refereeing department by whatever name called), will determine, in accordance with the provisions of this Rule G, which colours should be worn by the Clubs scheduled to compete in the match. The Secretary will notify the competing Clubs of the colours to be worn in the match no later than 48 hours prior to the match.
- G40 Notwithstanding Rules G38 and G39, in the event of any dispute with regard to the playing kit to be worn by either Club the match referee's decision as to whether there is a clash of colours shall be final.
- G41 When two competing Clubs having the same or similar first choice colours engage in a League Match or Play-Off Match, the Visiting Club shall play in its second or third choice playing kit which must be different and distinct from the Home Club's first choice playing kit.
- G42 In the event of a clash of colours on match day and the Visiting Club not having with them an alternative registered playing kit, then the Visiting Club will require to play in the Home Club's alternative colours and/or shorts and/or socks or, in the event there is still a colour clash, a combination of the Visiting Club's alternative colours and the Home Club's alternative colours.
- G43 In the event of a clash of colours on a match day when Clubs are playing at a neutral venue both or either competing Clubs may be required to change to second/third choice colours and/or shorts and/or socks, if directed by the Secretary.
- G44 The colour of the goalkeeper shirts must, in all cases, be clearly distinguishable from the colours of the shirts worn by all outfield Players of both competing Clubs and the Match Officials.
- G45 Any Club in breach of or failing to fulfil these Rules shall be liable to be dealt with and sanctioned in accordance with the terms of Section J of these Rules.

## **Shirts to Bear Logo(s)**

- G46 If so determined by the Board, the shirts of all Players in League Matches and Play-Off Matches shall carry the League logo and/or, the name/logo(s) of the title or other sponsor of the League, on one or both sleeves, as specified from time to time by the Board.

## **Match Balls**

- G47 A new ball of FIFA first grade quality shall be used for each Official Match. For so long as a ball or balls is/are provided by the League to any of the participating Clubs, each Home Club must ensure that (i) the ball(s) supplied is/are the ball(s) used in Matches and (ii) shall have available for use if necessary a match ball and a sufficient number (being not less than two) of reserve balls, at least one of which shall be an orange or yellow coloured ball.

## **Match Report**

- G48 The Home Club shall send to the Secretary within six days of each League Match and Play-Off Match a document containing the attendance statistics for the match
- G49 Within two hours of the end of a League Match and a Play-Off Match, the Referee of that match shall send a Match Report by fax from the ground at which such League Match or Play-Off Match was played to the Secretary and to the Scottish FA containing details of the result of the League Match or Play-Off Match, the participating Clubs' team lists, the substitutes used, cautions and orderings-off, if any, and the name of any scorers. The Referee shall also send a copy of such Match Report by first class post to the Scottish FA and to the Secretary within three days of the date of the League Match or Play-Off Match.

## **Postponement and Abandonment of Matches**

- G50 No League Match or Play-Off Match shall be postponed except on the instructions of the appointed Referee or pitch inspector or by the Board
- G51 If a League Match or Play-Off Match is postponed other than by the Board, such postponement shall be reported as soon as reasonably practicable to the Secretary by the Referee concerned and, where it has been postponed with the consent of the Board, it shall be the duty of the Home Club to immediately notify the appointed Match Officials of such postponement.
- G52 In the event of any League Match or Play-Off Match not being played or abandoned or being ordered to be played or replayed, it shall be played on a date and at a time as determined by the Board.

## **Non-fulfilment of Fixture Obligations**

- G53 No Club shall, unless the circumstances of the failure are outside the control of the Club concerned and could not have been reasonably foreseen and reasonably anticipated and remedied prior to the match, fail to fulfil its fixture obligations in respect of any League Match or Play-Off Match on and at the appointed or, as the case may be, rescheduled date, time and venue.
- G54 For the purposes of Rules G5 and G53 a representation by a Club that it will not or intends not to fulfil a fixture obligation or that it will do so only subject to a condition or conditions which are or are found to be unacceptable to the Board

shall be deemed to be in breach of Rule G5 notwithstanding that the Board has or may have rescheduled or later reschedules the match concerned.

- G55 Without prejudice to any other sanctions, which may be imposed for a breach of Rules, a Club failing to fulfil a fixture obligation in terms of Rules G5 and/or G53 shall be liable to pay compensation for any expenses necessarily incurred by the opposing Club as a direct result of the failure. The amount of such compensation will be at the discretion of the Board which will consider every such case on its merits.

#### **Attendance of Medical Practitioners and Others**

- G56 It is the responsibility of the Home Club in League Matches and Play-Off Matches to ensure that a qualified medical practitioner is present to attend to Players and Match Officials during the periods of the pre-match warm up, during the match, at half time and for one hour after each League Match and Play-Off Match.
- G57 It is the responsibility of Premiership Clubs participating in League Matches and Play-Off Matches to ensure that a chartered physiotherapist or equivalent is present throughout each such match to attend to their respective Players and, if necessary, Match Officials and it is the responsibility of each of the other Clubs participating in League Matches and Play-Off Matches to ensure that a person with an appropriate physiotherapy qualification is present throughout each such match to attend to their respective Players and, if necessary, Match Officials.
- G58 Only those qualified as above should treat Players and Match Officials on the field of play.
- G59 For all Official Matches other than League Matches and Play-Off Matches, there must, at least, be in attendance an individual with appropriate emergency aid training.
- G60 It is the responsibility of the Home Club in any League Match and Play-Off Match to ensure that a minimum of two stretchers and four stretcher bearers are readily available to remove Players and Match Officials from the field of play. Each member of a team of stretcher bearers must be of comparable height and have received appropriate training.

#### **Head Injuries**

- G61 All Clubs shall ensure that any Player in a League Match having left the field with a serious head injury in a match played under the auspices of the Company shall not be allowed to resume playing or training without the clearance of a qualified medical practitioner. The same provision shall apply where a serious head injury is sustained in training.

#### **Pre-Arranging Results**

- G62 Any Club, Official, Player or agent acting on any of their behalf's or the Associate of

any of them, offering or receiving whether directly or indirectly any payment, benefit, consideration, concession, bonus or any other inducement, to or from another Club, Official, Player or agent acting on any of their behalf's or the Associate of any of them or any other person or party other than, in the case of an Official or Player, their own Club under and in terms of their contract of service, to influence the result or any other aspect of an Official Match shall, subject to the terms of these Rules and the Articles, be liable to expulsion, suspension, fine or any other sanction(s) and/or condition(s) which the Board or a Commission shall consider appropriate. Any Club in any way involved in or concerned, whether directly or indirectly with any such payment, benefit, consideration, concession, bonus or any other inducement shall be in breach of these Rules.

G63 No Club or the Associate of any of them shall offer or accept any payment or other inducement in respect of foregoing the right of promotion.

### **Shirt Advertisements and Televised Matches**

G64 The kit, comprising shirt, shorts, socks and any other item of visible clothing, in which Players Play in League Matches and Play-Off Matches is subject to the following rules concerning advertising:-

G64.1 provided that a Club shall be entitled to utilise not less than 32 square inches in total on the kit of each Player for advertisements, the dimensions, numbers and placing of advertisements on such kit to be in accordance with specifications approved by the Board ;

G64.2 the maximum height of the letters and other characters to be as specified by the Board but shall not be less than 3 inches for principal shirt advertising;

G64.3 provided that each Club shall be entitled, subject to Rule G64.4, to not less than one kit sponsor, each Club to be limited to such number of sponsors per Season, which may be advertised on such kit, as the Board may determine for the purpose of this Rule, and

G64.4 each such sponsor to be notified to the Secretary for prior approval by the Board, which shall not be unreasonably withheld or delayed, each Season, not later than fourteen days before the first televised match in which the advertisement of such sponsor is to be displayed, unless special dispensation is given by the Board in respect of this requirement.

### **Match Officials**

#### **List of Referees**

G65 Referees for League Matches and Play-Off Matches shall be appointed from the List of Class 1 Referees prepared annually by the Scottish FA (following a process of review with the Board)

### **List of Assistant Referees**

- G66 Assistant Referees for League Matches and Play-Off Matches shall be appointed from the List of Class 1 Specialist Assistant Referees prepared annually by the Scottish FA (following a process of review with the Board).

### **Appointment of Referees and Assistant Referees**

- G67 The Referee, Assistant Referees and reserve official for League Matches and Play-Off Matches shall be appointed by the Scottish FA from the Lists of Class 1 Match Officials.

### **Misconduct**

- G68 The Match Officials must, in a timely fashion and in any event within 24 hours, report in writing to the Scottish FA and to the Secretary, all instances with details of misconduct and/or Unacceptable Conduct of Players, Officials or spectators in accordance with Scottish FA Rules and Regulations and the Rules relating to Unacceptable Conduct.

### **Retainers and Allowances for Referees and Assistant Referees**

- G69 The gross match fee for Referees and for Assistant Referees payable before any deductions shall be as determined by the Board.
- G70 In the case of postponed matches, half the above fee will be paid to Match Officials who report to the ground.
- G71 Match Officials shall be entitled to claim expenses as determined by the Board.
- G72 Match Officials who inspect grounds as directed by the Board shall be paid a fee as determined by the Board plus expenses (including time lost if applicable).
- G73 The Board may, at its discretion, make annual payments to the Scottish FA for award or provision to Referees or Assistant Referees or any of them in recognition of satisfactory performance and commitment to training, education and development.

### **Payment of Hotel Expenses Incurred**

- G74 In the event of a Referee or Assistant Referee being unable to reach his destination, going to or returning from a match, without staying at a hotel, he shall be reimbursed the cost of his hotel accommodation up to a maximum of an amount as determined by the Board from the Scottish FA on behalf of the Company, on production of a receipted hotel account providing that where a concessionary hotel rate is negotiated, he will, if it is not unreasonably inconvenient, stay at hotels with which such rate is negotiated to take advantage of such rates.
- G75 A Referee or Assistant Referee officiating at a match played more than 150 miles from his residence which finishes after 9.00 pm who elects to travel home after the

match rather than staying in hotel accommodation shall be entitled to claim an additional allowance of an amount as determined by the Board.

### **Illegal Payments to Referees and Assistant Referees**

G76 No Club or Official or other person acting on behalf or in the presumed interests of a Club shall directly or indirectly pay or offer to pay a Referee or Assistant Referee more than his proper fee, allowances and railway fare as specified in the Rules or make or cause to be made any benefit available to him or any Associate of his

### **Referee to Visit Ground Early During Bad Weather or at Request of Home Club**

G77 Match Officials shall use all reasonable endeavours to be present at the appropriate stadium at least one and a half hours prior to the advertised time of kick-off. The Referee shall decide as to the fitness of the ground in all matches and each Club must take every reasonable precaution to keep its ground in a playing condition and, where necessary, shall re-mark the ground during the half-time interval. The home Club may, where weather or other conditions make it appropriate, require the Referee to visit the ground two hours or more before the scheduled time of kick-off of any League Match.

### **Pitch Report**

G78 The Board may require the Referee to complete a report on the condition of the playing surface in a form specified by the Board and approved in writing by the Scottish FA from time to time.

### **Assistant Referees' Flags**

G79 Home Clubs shall keep back up flags of a size and colour prescribed by the Board for use by Assistant Referees.

### **Choice of Football to be Used**

G80 The football proposed to be used in an Official Match and the replacement balls must be submitted to and approved by the Referee before the commencement of the match.

G81 In addition to the normal type of ball, an orange or yellow ball which complies in every respect with the requirements of the Laws of the Game shall be available for League Matches and Play-Off Matches.

G82 The selected ball must be used throughout the match unless otherwise determined by the Referee.

### **Referee Observer**

G83 A referee observer shall be appointed by the Scottish FA to attend each League Match and Play-Off Match.

G84 The Home Club must ensure that the referee observer is given a prime seat in the main stand and is allowed free access to all areas of the ground.

### **Ball Attendants' Clothing**

G85 The colours of clothing worn by ball attendants must not be likely to cause confusion with the colours of either of the competing Clubs or Match Officials.

**The following Rule G86 comes into effect on 1 July 2018**

### ***Substitution and Time Remaining Boards***

G86.1 *The Company shall provide or shall procure that there is provided, for the use of each Club in such Division or Divisions as the Board may from time to time determine, a 'LED, or equivalent, programmable substitution and time remaining board' (board) to be used during each Official Match in such Competitions as the Board may from time to time direct, in which such Club is the Home Club. Each board so provided is and shall remain at all times the property of the Company or the property of such third party with whom the board may from time to time contract so as to regulate and provide for the ownership and the use thereof. Each such Club which has been issued with a board shall, on being required by the Company in writing so to do, forthwith or within such time as may be specified by the Company, return each such board to the Company.*

G86.2 *Each such Club shall take all reasonable care for the safety, security and good condition of each board so provided to it. In the event that a board shall, for any reason, require repair or replacement, then the club concerned shall forthwith advise the Secretary in writing that such is required. In the event that the repair or replacement of a board shall be required, it shall be the responsibility of the Company to ensure that any repair or replacement of the board is carried out or undertaken, as the case may be. In the event that the Club to which the board was provided shall have failed to take all reasonable care for the safety, security and good condition of the relevant board, then the Club concerned shall bear the cost of such repair or, as the case may be, shall indemnify the Company in the cost of repair or replacement of the board.*

G86.3 *Each such Club shall ensure that any board so provided to it is fully charged and available for the use of Match Officials prior to, during and at the end of each Official Match at which it is the Home Club and where such a board is directed by the Board to be used. Boards shall only be used by or under the direction of Match Officials during the course of an Official Match.*

G86.4 *The Board may, from time to time, determine what, if any, writing, art work/designs, symbols and/or advertising and/or marketing material of whatsoever form or type, shall be provided or procured to be provided to be affixed and appear on a board and in what position and with what prominence. Under no circumstances, shall any Club affix or allow to be affixed or otherwise appear on a board any other writing, art work/designs, symbol and/or advertising*



*and/or marketing material of whatsoever form or type save as shall have been expressly approved from time to time and for such period as may, in its sole discretion, be determined by the Board. The Board may, in its sole discretion, direct that any previously approved writing, art work/designs, symbol and/or advertising and/or marketing material which appears or appeared on any board be forthwith or, within such time as the Board may stipulate, be removed by the Club concerned from a board so provided by the Company and the Club shall forthwith or within such stipulated time, remove from the board concerned the writing, art work/designs, symbol and/or advertising and/or marketing material concerned.*

*G86.5 In the event that the Board shall, from time to time, determine that any, writing, art work/designs, symbol and/or advertising and/or marketing material shall be provided or procured to be provided to a Club which has been provided with a board, to be affixed and appear during use on and of such a board pursuant to a Commercial Contract or a Limited Commercial Contract, then each such Club shall, subject that a Club shall not be obliged to comply with this Rule G86.5 if and to the extent that Rule 17.1 shall apply and have effect in the circumstances, or pursuant to a promotion of the League and/or Football and/or a campaign or promotion determined upon by the Board, affix to and cause to appear on its board any and all such writing, art work/designs, symbols and/or advertising and/or marketing materials and shall cause same to be removed and/or amended when so instructed by the Company.*

## **H        Stadia**

### **Technical Area Facilities**

H1        Each Club shall provide technical areas in accordance with the Laws of the Game and FIFA.

### **Covered Stadia**

H2        No League Match or Play-Off Match shall take place at any stadium where the playing area is permanently covered or partially covered by a fixed or moveable roof without the prior written approval of the Board after consultation with the Clubs.

H3        Any Club proposing to cover or partially cover its stadium with a fixed or moveable roof shall be required to submit outline plans to the Company and a copy of the planning application prior to such planning application being submitted to the appropriate authority.

### **Synthetic and Artificial Pitches and Surfaces**

H4        No League Match or Play-Off Match shall be played on a pitch utilising a synthetic or artificial playing surface unless:-

H4.1      such synthetic or artificial surface and the underlying structure of the pitch has been constructed using synthetic fibres and other materials and in accordance with a design and specification which have been approved after laboratory and field testing in accordance with the FIFA Quality Concept Handbooks as complying with the then FIFA Recommended 2 Star Standard or, as the case may be, such higher standard as may from time to time be adopted by FIFA as the highest recommended standard and design for such pitches;

H4.2      subject to Rules H11 and H12, that a pitch utilising a synthetic or artificial playing surface used for the playing of a League Match or Play-Off Match at the Registered Ground of a Club which in any Season is eligible to participate in the Championship, League One or League Two shall be deemed to perform to the FIFA Recommended 2 Star Standard or, as the case may be, such higher standard as may from time to time be adopted by FIFA as the highest recommended standard and design for such pitches, where at the date of the first League Match played on that pitch in that Season the pitch had a then current field test certificate issued under the then FIFA Recommended 2 Star Standard or, as the case may be, such higher standard as may from time to time be adopted by FIFA as the highest recommended standard and design for such a pitch, it is demonstrated to the Board that the pitch performs or will perform to the FIFA Recommended 2 Star Standard or, as the case may be, such higher standard as may from time to time be adopted by FIFA as the highest recommended standard and design for such pitches and that it complies

and continues to comply with any conditions imposed by the Board in terms of Rule H7.; and

- H4.3 subject to Rules H5, H6 and H7, the Board, following a written application made by the Club concerned or the Candidate Club to the Secretary not later than 31<sup>st</sup> March in any year, in respect of what is intended to be the Registered Ground of that Club for the immediately succeeding Season, has approved the use of the specified pitch concerned for the playing of League Matches and Play-Off Matches at that ground during that Season.
- H5 Where an approval is given in terms of Rule H4.3 and the Board is satisfied that such pitch, at the Registered Ground to which such approval relates, continues to comply with Rule H4.1 and Rule H4.2 then such approval shall apply to and be effective for, such number of complete Seasons immediately following such approval as the Board shall specify. If the Board does not so specify then any approval given by the Board in terms of Rule H4.3 shall be deemed to apply to and be effective for only the one Season immediately succeeding such approval being given.
- H6 An application for approval in terms of Rule H4.3 must specify or include specification of the pitch for which approval is sought sufficient to identify that the pitch concerned is the same pitch in relation to which the surface, construction and design has been approved or will before the application for approval by the Board is granted, be approved after laboratory and field testing under and in accordance with the FIFA Quality Concept Handbook as complying with the FIFA Recommended 2 Star Standard.
- H7 Where an approval is given in terms of Rule H4.3 the Board may attach such conditions to such approval as the Board may consider appropriate.
- H8 The Board may in its absolute discretion waive, relax or grant a period of grace in respect of any Club's or Candidate Club's requirement to comply with the time limit for an application for approval to be made in terms of Rule H4.3.

### **Pitch Protection**

- H9 In order to protect the pitch and unless otherwise agreed between both participating Clubs, the following procedures shall be adopted by Players and Officials in the periods immediately before and after and at half time during a League Match or Play-Off Match:
- H9.1 the pitch shall only be used for warming up or warming down by Players named on the lists of Players provided to the Referee not less than one hour before the time of kick-off;
- H9.2 pre-match warming up by either team shall not commence until at the earliest 45 minutes before the scheduled kick-off time, shall not last for more than 30 minutes, and shall end not later than 10 minutes before the scheduled kick-off time;

- H9.3 if portable goals are provided they shall be used for all goalkeeping drills other than crossing practice;
  - H9.4 the goalmouth area shall be used by goalkeepers only if portable goals are not provided or for crossing practice and then only for not more than 20 minutes;
  - H9.5 for the purposes of warming up and warming down each team shall use only part of the pitch between the edge of a penalty area and the half way line or as otherwise directed by the groundsman;
  - H9.6 all speed and stamina work shall be undertaken off the pitch parallel to the touchline opposite the side to be patrolled by the assistant referee or, in the absence of sufficient space at that location, in that part of the pitch described in Rule H9.5 or as otherwise directed by the groundsman;
  - H9.7 Players using the pitch at half time shall give due consideration to any other activity or entertainment taking place on the pitch at the same time;
  - H9.8 the Home Club may water the pitch at half time provided that it gives reasonable notice to the referee and the other Club that it intends to do so and that any such watering is carried out evenly over the entire length and width of the pitch; and
  - H9.9 any warming down after the conclusion of the League Match or Play-Off Match shall last for no longer than 15 minutes and for that purpose neither penalty area shall be used.
- H10 Each Club shall provide, maintain and use in such manner as to ensure its efficient and effective operation an adequate winter pitch protection system. Such systems shall be fully utilised by the Home Club before any League Match or Play-Off Match where there is a reasonable possibility of its pitch otherwise being frozen or covered in snow or ice so as to ensure that the League Match is able to take place at the venue and on the date and time scheduled notwithstanding such possibility.

### **Pitch Condition**

- H11 Each Club shall ensure that the field of play at its Registered Ground and at any other ground at which it is the Home Club for a League Match or Play-Off Match is:-
  - H11.1 smooth and in good condition and repair; and
  - H11.2 equipped with an efficient and effective drainage system so that it cannot become unplayable due to flooding.
- H12 The Board may, without prejudice to any sanction that might be imposed on a Club for failure to comply with Rule H11, require the Club concerned to take such steps within such time and on such conditions as the Board shall specify, if the Board is not satisfied that the Club concerned is complying or has complied in all respects

with Rule H11.

### Registration of Ground

- H13 Each Club and a Candidate Club must, subject to Rule D6, register or be deemed to have registered its ground with the Secretary by not later than 1<sup>st</sup> June immediately preceding each Season.
- H14 No Club shall play its Home matches at any ground other than its Registered Ground without first obtaining the written approval of the Board.
- H15 A Club's or Candidate Club's Registered Ground must be situated in Scotland unless otherwise agreed in writing by the Scottish FA and the Board, save in the case of Berwick Rangers FC for whom approval to have its Registered Ground in Berwick-upon-Tweed, England shall be deemed to have been granted prior to the date of adoption of these Rules.
- H16 Once a Club or Candidate Club has registered its ground with the Secretary it shall not be required to re-register that ground for each succeeding Season in which it is eligible to participate in the League but shall be deemed, on a continuing basis, to have registered same on 1<sup>st</sup> June immediately preceding each such Season.
- H17 A Club which changes its ground must register its replacement ground with the Secretary in accordance with Rule H13.
- H18 All registered grounds and grounds at which League Matches and Play-Off Matches are played must have floodlights. For Clubs entitled in any Season to participate in the Premiership, the Championship and the Premiership/Championship Play-Off Competition such floodlights must be and operate at least to the Silver Standard with respect to floodlighting as set out in The Scottish Football Association National Club Licensing Manual in force and as amended or supplemented from time to time. For Clubs entitled in any Season to participate in the League One, League Two and the Championship/League One and League One/League Two Play-Off Competitions such floodlights must be and operate at least to the Bronze Standard with respect to floodlighting as set out in The Scottish Football Association National Club Licensing Manual in force and as amended or supplemented from time to time.

### Pitch Dimensions

- H19 The dimensions of the field of play for all League Matches and the Premiership/Championship Play-Off Competition played by Clubs in the Premiership and the Championship shall be as follows:-

	Minimum	Recommended	Maximum
Length	95 metres	105 metres	110 metres

Width	60 metres	68 metres	72 metres
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and for all League Matches played in League One and League Two and matches played in the Championship/League One and League One/League Two Play-Off Competitions the dimensions of the field of play shall be as follows:-

	Minimum	Recommended	Maximum
Length	90 metres	105 metres	110 metres
Width	56 metres	68 metres	72 metres

H20 Clubs must register their pitch dimensions with the Secretary not less than one month prior to the start of each Season. No Club shall alter its pitch dimensions for any League Match or Play-Off Match during a Season unless with the prior written consent of the Board. The Board may at any time require a Club to submit a report from a qualified independent source certifying the pitch dimensions.

#### **Waiver, Relaxation and Period of Grace**

H21 In the event of the Board granting a waiver, relaxation or period of grace for the purposes of Rule D6 in relation to compliance by a Club with Rules H4, H13, H14, H18, H19 or H20 then for the period and to the extent of such a waiver, relaxation or period of grace the Club concerned shall not be in breach of the relevant Rule.

#### **Ground Safety, Behaviour at Matches and Damage to Stadia**

H22 All Clubs must have a valid and current safety certificate for its Registered Ground prior to the start of each Season and must maintain such certificate in full force and effect for the duration of each Season.

H23 Each Club shall, unless a copy shall previously been provided, provide a copy of its safety certificate to the Secretary not less than one month prior to the start of each Season or as soon as available and shall thereafter provide to the Secretary a copy of any replacement, renewed, extended or amended certificate within one month of same being issued.

H24 All Clubs shall appoint a Safety Officer who shall be or become a member of the Football Safety Officers' Association (Scotland).

#### **Unacceptable Conduct**

H25 A person present at or in a stadium where an Official Match is being played engages in Unacceptable Conduct where their conduct is violent and/or disorderly.

H26 Conduct is violent where there is (i) actual, attempted or threatened physical violence against a person or persons; or (ii) intentional damage to property.

H27 Disorderly conduct includes

- H27.1 conduct which stirs up or sustains or is likely or designed to stir up or sustain, hatred or ill will against or towards a group of persons based on their membership or presumed membership of a group defined by reference to a category mentioned in Rule H29 or against an individual who is or is presumed to be a member of such group;
  - H27.2 using threatening, abusive or insulting words or conduct;
  - H27.3 displaying any writing or other thing which is threatening, abusive or insulting; and
  - H27.4 using words or conduct or displaying any writing or other thing which indicates support for, or affiliation to, or celebration of, or opposition to an organisation or group proscribed in terms of the Terrorism Act 2000.
- H28 Presumed in the context of Rule H27.1 means presumed by the person or persons engaged in the conduct.
- H29 The categories referred to in Rule H27 are:-
- H29.1 female or male gender;
  - H29.2 colour, race, nationality (including citizenship) or ethnic or national origin;
  - H29.3 membership of a religious group or of a social or cultural group with a perceived religious affiliation;
  - H29.4 sexual orientation;
  - H29.5 transgender identity; and
  - H29.6 disability.
- H30 In Rule H29.3 religious group means a group of persons defined by reference to their religious belief or lack of religious belief, membership of or adherence to a church or religious organisation, support for the culture and traditions of a church or religious organisation and/or participation in activities associated with such a culture or such traditions. .
- H31 In Rule H29.5 transgender identity means any one or more of transvestism, transsexualism, inter-sexuality or change of gender.
- H32 In Rule H29.6 disability means physical or mental impairment of any kind.
- H33 The Home Club in any Official Match must ensure, so far as is reasonably practicable,
- H33.1 good order and security;
  - H33.2 that policies and procedures have been adopted and are implemented to

prevent incidents of Unacceptable Conduct; and

- H33.3 that any incidents of Unacceptable Conduct are effectively dealt with, all at its Stadium on the occasion of an Official Match
- H34 Each Club must ensure, so far as is reasonably practicable, that:
- H34.1 its Players, officials, supporters and any person exercising a function for or connected with the Club do not engage in Unacceptable Conduct at a Stadium on the occasion of an Official Match;
- H34.2 it identifies any of its supporters who engage in Unacceptable Conduct at an Official Match; and
- H34.3 it takes proportionate disciplinary measures in respect of supporters so identified in terms of Rule H34.2.
- H35 Any failure by a Club to discharge a requirement to which it is subject by virtue of Rules H33 and/or H34 shall constitute a breach of these Rules.
- H36 In any proceedings in terms of the Rules against a Club in which it is alleged that there has been a failure by that Club to discharge a requirement to which it is subject by virtue of Rules H33 and/or H34 it shall be for the Club concerned to prove that it was not reasonably practicable to do more than was in fact done or (as the case may be) that there was no better practicable means than was in fact used to discharge such requirement. Account shall be taken in such proceedings of the effect of decisions and actions of the local police, public authorities and other Club taking part in an Official Match, in determining whether the requirements of Rules H33 and/or H34 have been discharged.
- H37 The Board may from time to time issue and publish Guidance for Clubs on Unacceptable Conduct; any amendment to such approved guidance to be issued and published from time to time by the Board.
- H38 In any proceedings in terms of the Rules against a Club in which it is alleged that there has been a failure by that Club to discharge a requirement to which it is subject by virtue of Rules H33 and/or H34 a Commission shall when deciding whether such a requirement has been discharged, take into account whether the Club concerned has complied with any Guidance for Clubs on Unacceptable Conduct.
- H39 Proceedings in terms of the Rules against a Club in which it is alleged that there has been a failure by that Club to discharge a requirement to which it is subject by virtue of Rules H33 and/or H34 may only be commenced where the Secretary has received from:-
- H39.1 the police;
- H39.2 the Scottish FA acting on information received by it from the relevant



Official Match referee or other match official;

H39.3 any representative of the Company attending the relevant Official Match on behalf of the Company;

H39.4 the other Club which took part in the relevant Official Match;

a written complaint or other written communication which, in the opinion of the Board, provides grounds to believe that such a requirement may not have been discharged; and/or

H39.5 the Secretary has received or has been apprised of information which in the opinion of the Board, provides grounds to believe that such a requirement may not have been discharged and that the information is such that such proceedings are appropriate notwithstanding that a written complaint or other written communication has not been received from a person or party listed in Rules H39.1 to H39.4 (inclusive).

#### **Damage to Stadia**

H40 In the event that any damage shall be caused to the fabric of the ground, including any fixtures and fittings at the ground, of a Home Club or of the ground of a Club which is being used as a neutral venue by the Company in an Official Match ("Neutral Venue Club"), by the supporters of the Visiting Club or, in the case of such a neutral venue, the supporters of either Club participating in the relevant match, on the occasion of an Official Match then the Visiting Club in the case of such damage to the ground, of a Home Club or, as the case may be, the Club whose supporters caused any such damage to the ground of a Neutral Venue Club, shall be obliged to indemnify the Home Club, Neutral Venue Club or, where the Company has to any extent compensated a Neutral Venue Club, the Company, in the costs and/or expense reasonably incurred by the Home Club, Neutral Venue Club and/or Company in repairing and making good such damage.

H41 If any dispute or difference shall arise between a Home Club and a Visiting Club or between a Neutral Venue Club and either of the Clubs participating in the relevant match and/or the Company as regards any claim and/or liability for indemnity under and in terms of Rule H40 the Board, or if the Board so decides, a Commission, shall, upon application to the Board made by a Home Club, Neutral Venue Club, Club participating in the relevant match and/or the Company, consider and adjudicate upon the matter. The determination of such dispute or difference and any determination made by the Board, or as the case may be Commission, shall, subject to any appeal to the Judicial Panel in terms of Section J of these Rules, be binding on each of the Clubs concerned and the Company.

#### **Giant Screens and LED Perimeter Boards**

H42 Except with the prior written consent of the Board, giant screens or the like at any Club's ground shall not be used to relay to spectators closed circuit pictures of the

Official Match at which they are present.

- H43 Any consent given hereunder shall be subject to the Code of Practice governing the use of giant screens in Official Matches or League Cup Matches forming Appendix 2 hereto.
- H44 The Clubs involved in an Official Match may arrange for the match to be relayed by closed circuit television to other locations provided the arrangement is or is in accordance with a policy on such matters approved by the Company in General Meeting and with the Scottish FA Articles and UEFA and FIFA statutes.
- H45 LED perimeter boards or other such boards having the same or similar features, positioned at the side or near to the side of the pitch, which are used or which are capable of being used to display electronically generated graphics and/or images, whether moving or otherwise, may only be used by Clubs during Official Matches where their use is in accordance with the Code of Practice governing the use of LED perimeter boards forming Appendix 1.

#### **Appendices**

- H46 Any failure to comply with an Appendix shall constitute a breach of these Rules.

## **I Commercial, Broadcast and Sponsorship**

### **Media Co-operation Requirements**

I1 Clubs shall comply with the Media Co-Operation Requirements.

### **Operating Expenses**

I2 The operating expenses of the Company and the League shall be met, where possible, from Commercial Revenues.

I3 The Board shall from time to time be empowered, by levy or otherwise, to require Clubs to contribute such sum or sums of money to the funds of the Company as may be required for the business of the Company and the League and to meet any liability which the Company may assume. Any such levy or call for funds shall be contributed on such equitable basis as may be agreed by the Clubs in General Meeting failing such agreement, equally.

### **Commercial Contracts, Broadcasting and Transmission**

I4 The Company shall in accordance with the Articles and these Rules enter into Commercial Contracts for the purpose of generating Commercial Revenues.

I5 Subject to these Rules, the Company shall seek to maximise Commercial Revenues.

I6 The Clubs and each of them agree to centrally pool and market their rights, facilities and properties relating to and concerning, Radio Transmission and Transmission of League Matches and Play-Off Matches for exclusive exploitation by the Company of Radio Transmission and Transmission of League Matches and Play-Off Matches.

I7 Subject:-

I7.1 that a Club shall not, other than in respect of a Commercial Contract relating to Radio Transmission or Transmission, be obliged to comply with this Rule 17 if to do so would result in that Club being in breach of a contractual obligation entered into prior to the Commercial Contract concerned being approved to be entered into by the Company; and

I7.2 these Rules including Rule I21

the Clubs and each of them shall license and otherwise provide to the Company the use of such of their other rights, facilities and properties as may be required by the Company to enable the Company to enter into and/or fulfil its obligations under and in terms of Commercial Contracts entered or to be entered into by the Company.

I8 Except in the case of Limited Commercial Contracts where Rule I21 shall apply, the Company shall be entitled for Commercial Contract purposes to sub-license,

package or otherwise deal in or with any rights, facilities and properties licensed or otherwise provided to the Company by the Clubs and Candidate Clubs and each of them.

- I9 The Company shall not grant or purport to grant any exclusive right or rights in relation to Other Transmission of League Matches and Play-Off Matches, which would have the object or effect, whether intentionally or otherwise, of preventing or inhibiting the Clubs or any of them from exercising any rights available to them, which they are not expressly prohibited from exercising in terms of these Rules.
- I10 Except pursuant to a Commercial Contract and subject to the provisions of Rules H42 to H44 (inclusive), there shall be no and each of the Clubs shall in respect of a League Match or Play-Off Match played at their home ground procure that there shall not be any Radio Transmission and/or Transmission of all or any part of a League Match or Play-Off Match without the approval of the Company in General Meeting.
- I11 The Clubs and Candidate Clubs and each of them shall not by act or omission infringe any exclusive rights granted by the Company in a Commercial Contract in relation to Radio Transmission and/or Transmission or otherwise cause any breach thereof to occur.
- I12 The Clubs and Candidate Clubs and each of them shall not grant or purport to grant any exclusive right or rights or generally enter into or accept any obligation in relation to Other Transmission of League Matches and Play-Off Matches which has or would have the effect, whether intended or otherwise, of preventing, restricting or inhibiting the Company from or disadvantaging the Company in competing with the Club or any third party in the Other Transmission of League Matches and Play-Off Matches.
- I13 Where a Club or a Candidate Club shall be involved in the broadcasting and/or transmitting by means of Other Transmission outwith the British Isles of moving pictures of all or any part of a League Match or Play-Off Match, other than pursuant to a Commercial Contract, it shall use its best endeavours to procure, including by use of legal proceedings at its own instance, that no broadcasting and/or transmission which is or would be prohibited within the British Isles by Rules I14 or I16 shall be broadcast and/or transmitted by any person or party, whether with or without the permission of the Club concerned, within, to or which shall be capable of being received in the British Isles.
- I14 Except pursuant to a Commercial Contract and subject to the provisions of Rule H42 to H44 (inclusive) there shall not, without the approval of the Company in General Meeting, be any Other Transmission, within the British Isles, of moving pictures of all or any part of a League Match or Play-Off Match within any period provided for in a Commercial Contract and in any event not, in the case of a League Match or Play-Off Match played on a Saturday until midnight on the next day and on any other day until midnight on that day.

- I15 In the event that the Company in General Meeting, Board or any four Clubs shall at any time consider that there will be Excess Impact in any Season then the Company, Board or any such four Clubs may, not later than 1<sup>st</sup> January during that Season, request the appointment of an Expert to determine by Expert Determination whether there will be such Excess Impact.
- I16 In the event that it shall be determined by Expert Determination that in any Season there will be Excess Impact then, subject to Rule I17, in respect of the following and all succeeding Seasons, except pursuant to a Commercial Contract and subject to the provisions of Rule H42, there shall not, without the approval of the Company in General Meeting, be any Other Transmission of moving pictures of all or any part of a League Match or Play-Off Match within any period provided for in a Commercial Contract and in any event not, in the case of a League Match or Play-Off Match played on a Saturday until midnight on the next day and on any other day until midnight on that day.
- I17 In the event that it shall be determined by Expert Determination that in any Season there will be Excess Impact and within 60 days of such determination any Club or Clubs and/or the Company shall have commenced in the Court of Session, Judicial Review proceedings which seek to have such Expert Determination reduced or otherwise set aside then, provided always that such proceedings, including any appeal or appeals, shall at all times be progressed to a conclusion with reasonable expedition, then the provisions of Rule I16 shall not come in to effect until the earlier of
- I17.1 the final judicial determination or other termination of such proceedings, including any appeals but excluding any consideration of expenses, where such judicial determination or other termination is other than that the Expert Determination is reduced or otherwise set aside; and
- I17.2 the beginning of the Season following the Season which follows the Season during which such determination was made.
- I18 In January of 2015 and in January every third year thereafter the Board shall call a General Meeting at which the Clubs shall consider whether the Company should request the appointment of an Expert to determine by Expert Determination whether there will be Excess Impact during the then current Season.
- I19 If, at a General Meeting called by the Board in terms of Rule I18, the Clubs resolve that the Company should request the appointment of an Expert to determine by Expert Determination whether there will be Excess Impact during the then current Season the Board shall forthwith request such appointment.
- I20 The Company shall not contract in a Commercial Contract or Contracts:-
- I20.1 so as to require any Home Club to provide, for central exploitation, more than 12 trackside advertising spaces or equivalent at a League Match or Play-Off Match;

- I20.2 for live Transmission of more than four League Matches at the home ground of each Club in any one Season;
- I20.3 so as to require any Home Club to provide for central exploitation more than 1 single and 4 half page programme advertisements in a programme issue for a League Match or Play-Off Match; and/or
- I20.4 so as to require any Home Club to provide more than 50 match tickets (or equivalent hospitality) for any one League Match or Play-Off Match;

provided always that any Home Club may at the request of the Company agree to greater provision on any occasion or occasions.

I21 Except where a Club agrees in writing to license or otherwise provide to the Company such of its rights, facilities and properties as shall be specified in and on the terms set out in such written agreement, the Clubs and each of them shall not be required to license or otherwise provide to the Company the use of any of their or its rights, facilities and properties to enable the Company to enter into and/or fulfil the Company's obligations under and in terms of Limited Commercial Contracts entered or to be entered into by the Company.

I22 Any fee, royalty or other payment agreed to be paid by the Company to a Club for the license to use or other provision to the Company by that Club of any of its rights, facilities and properties for the purpose of enabling the Company to enter into and/or fulfil the Company's obligations under and in terms of a Limited Commercial Contract shall not exceed such sum or sums as in the reasonable opinion of the Board will represent the market value at the time to be licensed or otherwise provided of the rights, facilities and properties to be so licensed or otherwise provided by such Club and the Board shall also take account, when agreeing the amount of such payment to such Club, the value of such other rights, facilities and properties which shall be required to enter into and/or fulfil the Company's obligations under and in terms of such a Limited Commercial Contract and which are not licensed or otherwise provided to the Company by a Club with a view to securing an appropriate contribution to Net Commercial Revenues from such a Limited Commercial Contract.

#### **Fixture Lists etc.**

I23 The copyright, database and all other rights in the League's fixture list shall vest in and be the property of the Company.

#### **Gate Receipts**

I24 Subject to Rules I25 and C26 the entire gate receipts of all League Matches and Play-Off Matches (including abandoned or replayed League Matches and Play-Off Matches) shall be retained by the Home Club.

I25 Should a morning kick-off necessitate the Visiting Club incurring overnight hotel expenses, the Visiting Club shall be entitled to claim reasonable costs (for no more

than 25 persons) from the Home Club against the gross gate. Any dispute in this regard shall be determined by the Board in its absolute discretion. The Visiting Club must make any such claim within 14 days of the match in question and payment or referral to the Board if the Home Club disputes the amount claimed, made by the Visiting Club within 14 days of receipt of the claim.

### **Admission Prices, Admission to Grounds and Ticket Distribution**

- I26 The Home Club, in its absolute discretion, shall determine admission charges for League Matches and, except for Premiership/Championship Play-Off Matches where the minimum ticket/admission prices specified in or consented to by the Board and the ticketing and admission arrangements all in terms of Rules C26A and C26B shall be charged and applied by the relevant Home Club, Play-Off Matches.
- I27 The Home club must make provision for the admission of such reasonable number of visiting supporters at every home League Match and Play-Off Match as may be agreed in advance with the Visiting Club and, in the event of their being unable to agree such number not later than 14 days prior to the date of the League Match or Play-Off Match in question, the number of visiting supporters allowed shall be determined by the Board whose decision shall be final and binding.
- I28 A section of the ground must be reserved for supporters of the Visiting Club and any tickets for League Matches and Play-Off Matches must be distributed on that basis. Details of these arrangements should be publicised by the Clubs concerned in advance.
- I29 Where tickets for a League Match or Play-Off Match are produced they should be in such a form as to minimise the opportunity for ticket falsification. If forged tickets are found to be in circulation, the Home Club must inform the police forthwith. All tickets should be marked, if possible, so as to identify the distributor.
- I30 The Visiting Club shall, unless it and the Home Club agree otherwise, return any unsold tickets for a League Match or Play-Off Match in its possession to the Home Club not less than 48 hours prior to the scheduled time of commencement of the League Match or Play-Off Match and shall pay the Home Club for any tickets which it sells for a League Match or Play-Off Match no later than 10 days after the scheduled date or dates for such League Match or Play-Off Match. Any Club making late payment shall pay interest to the Home Club on any balance or balances from time to time outstanding until paid in full, at the rate of 5% above the base lending rate of the Bank of England as same may vary from time to time compounded on the first day of each calendar month.
- I31 Except as provided in Rule I32, a Club which is the Home Club for a League Match or a Play-Off Match is prohibited from charging higher admission prices to accommodation designated for supporters of the Visiting Club than for broadly comparable accommodation designated for use by supporters of the Home Club at the same match.

- I32 The prohibition in Rule I31 does not apply to any:-
- I32.1 element of discount in the admission price *per* League Match integral in the price of a Season ticket for all of the home League Matches of the relevant Club for the complete Season in which the relevant League Match falls;
  - I32.2 concessionary admission prices for the relevant League Match or Play-Off Match charged exclusively to persons who are senior citizens, children and/or disabled and who qualify as such; and
  - I32.3 concessionary admission prices for the relevant League Match or Play-Off Match charged to individuals comprised in groups of two or more persons, at least one of whom must be less than sixteen years of age, for admission together to a *bona fide* family enclosure exclusively used and designated as such for the complete Season in which the relevant League Match falls or the whole of the relevant Season immediately prior to which the Play-Off Match is held.

### **Press and Media Facilities**

- I33 Without prejudice to the Home Club's right (acting reasonably) to exclude any individual from its ground, the Home Club shall provide at its ground facilities for the representatives of the press, radio and television and for up to 5 media staff from the Visiting Club, one of whom may be a cameraman taking moving pictures and another one of whom may be a photographer taking still photographs. The media staff of the Visiting Club shall be provided, at the cost of the Home Club, with the exclusive use of one Integrated Services Digital Network (I.S.D.N.) (or the equivalent) line. The Home Club may designate a location within their ground where all interviews comprising moving pictures shall be conducted by the media staff of a Visiting Club.
- I34 Subject to any rules and regulations laid down from time to time by the Home Club, an appropriate number of photographers, cameramen and the personnel required to operate television cameras shall be granted access during play to the area between the boundaries of the field of play and the spectators.
- I35 Each Club shall provide a suitable gantry or gantries for use by television cameras and any other moving picture cameras in such an area of its ground and at such an elevation to allow for clear and unobstructed coverage of League Matches and Play-Off Matches. Such gantry or gantries shall be of a standard reasonably satisfactory to the Board.
- I36 The Home Club shall allow access to be given to Radio Transmission and/or Transmission and/or Other Transmission companies and the like and their audio equipment, moving picture cameras and any other equipment to cover League Matches and Play-Off Matches in accordance with any Commercial Contract.
- I37 Where possible, the representatives of the press shall be located within one area of



the ground and with an unobstructed view of the field of play.

### **Defaulting Clubs**

- I38 If any Club defaults in making payment of any sum or sums due to the Company and/or to another Club the Board shall be entitled to apply any sums which, including in terms of Rules and/ or the Articles, would otherwise be payable to the defaulting Club by the Company in discharge of any debt due by such Club in default to the Company and/or such other Club in such manner as the Board shall determine.
- I39 If, in the opinion of the Board, there are grounds to believe that a Club may not fulfil or be able, on the basis of information available to the Board, to fulfil all or any of its fixture obligations in Official Matches in the course of a Season then the Board may withhold, retain and/or defer payment of any sums which would otherwise be payable and/or be expected to be paid by the Company to such Club until such time as the Board is satisfied that such fixture obligations have or will be fulfilled.
- I40 The Board may require interest to be paid to the Company and/or to such other Club by such a Club in default on such a sum or sums so due and the balance or balances from time to time outstanding until paid in full, at the rate of 2% above the base lending rate of the Bank of England as same may vary from time to time compounded on the first day of each calendar month and the Board shall be entitled to apply any sums which, under these Rules, would otherwise be payable to the defaulting Club by the Company in discharge of any interest so payable by such Club in default to the Company and/or such other Club in such manner as the Board shall determine.
- I41 Any application, order, direction and/or requirement made in terms of Rules I38, I39 and/or I40 shall be without prejudice to any sanction in relation to such default otherwise imposed in terms of these Rules.

### **Expert Determination**

- I42 In the event that these Rules provide for a dispute arising hereunder to be determined by Expert Determination, such dispute shall be referred to an Expert (who shall have appropriate experience and skill in relation to the matter in dispute) to be appointed by the President for the time being, whom failing the deputy or vice president, of the Chartered Institute of Arbitrators.
- I43 An Expert Determination shall be deemed to commence on the date of acceptance of appointment by the Expert.
- I44 The Expert shall forthwith intimate in writing the commencement of an Expert Determination to the Board and all of the Clubs.
- I45 The Expert so appointed shall decide all disputes referred to him as an Expert and not as an arbiter.

- I46 The Expert shall determine the procedure to be adopted for determination of the matter in dispute subject always that he shall ensure that the Board and all of the Clubs each have a full, fair and equal opportunity to state their position in the Expert Determination and to respond to the position adopted by others, prior to the Expert making his determination. The Expert shall be under an obligation to take all representations and information made and/or provided to him by the Board and/or the Clubs into account when reaching his decision.
- I47 The Expert shall adjudicate on the matter for determination by him and shall issue his decision in a written reasoned form, dealing with each of the issues of fact and/or law arising during the course of the Expert Determination, within three months of the commencement of the Expert Determination
- I48 The costs and expenses of and incidental to a referral to an Expert and the costs and expenses of the parties shall be borne in such manner and in such proportions as the Expert shall determine.
- I49 Unless all parties to a dispute agree in writing, any representations or concessions made by any party in, or in connection with the proceedings before an Expert shall be without prejudice to such parties' rights and shall not be raised by any other party in any other legal proceedings.
- I50 The Law of Scotland shall apply to any Expert Determination and the Courts of Scotland shall have exclusive jurisdiction to determine any dispute or difference in connection therewith.
- I51 Nothing in these Rules or the Articles shall prevent any Club or the Board aggrieved at the decision of the Expert in an Expert Determination from seeking to have that decision judicially reviewed in the Court of Session.

### **Definitions and Interpretation**

- I52 The following words and terms shall (unless the context otherwise requires) have the following meanings:

“British Isles” means the United Kingdom of Britain and Northern Ireland and Ireland;

“Excess Impact” means, in respect of any Season, that the aggregate Commercial Revenues received and to be received by the Company from Radio Transmission and Transmission will be less than 95% of the aggregate Commercial Revenues, which the Company would have received from such Radio Transmission and Transmission were it not for Other Transmission by Clubs, except pursuant to Commercial Contracts, of moving pictures of League Matches and Play-Off Matches played during or, in the case of Play-Off Matches immediately after that Season;

“Expert Determination” means determination in accordance with the procedure

and by the person or persons appointed in accordance with Rule I42 and “Expert” shall be construed accordingly;

“Other Transmission” means any broadcast or transmission of sounds and/or moving pictures and/or commentary upon any League Match or Play-Off Match which is not Radio Transmission and/or Transmission not consisting solely of the storage and distribution of recorded sounds and/or pictures in tangible form whether such broadcasting or transmission is on a live or recorded basis in whole or as excerpts or clips;

“Radio Transmission” means any terrestrial or satellite, analogue, digital or otherwise radio broadcast or transmission of sounds and/or commentary upon any League Match or Play-Off Match not consisting solely of storage and distribution of recorded sounds in tangible form whether such radio transmission is on a live or recorded basis in whole or as excerpts or clips; and

“Transmission” means any terrestrial or satellite broadcast or transmission of television of moving pictures of any League Match or Play-Off Match or cable relay of such broadcast or transmission or inclusion of such moving pictures in a cable programme service not consisting solely of the storage and distribution of recorded pictures with or without sound in tangible form whether such broadcast or transmission is on a live or recorded basis in whole or as excerpts or clips.

- I53 Wherever the term “moving pictures” is used it means moving pictures with or without sound.
- I54 Wherever the term “rights, facilities and properties” is used this includes, but is not limited to, all contractual and property (whether tangible or intangible) rights all rights in and relating to intellectual property including all rights held by way of license, all image and other similar rights held in respect of Players and all rights of access to databases and database rights generally.

## **J Inquiries, Commissions, Adjudications and Appeals**

### **Adjudication of Disputes**

- J1 If any dispute or difference, the method of resolution of which is not otherwise expressly provided for in these Rules, shall arise between a Club and a Player, the Board or, if the Board so decides, a Commission, shall, upon application to the Board made by either party, consider and adjudicate upon the matter. The determination of such dispute or difference and any award made by the Board, or as the case may be Commission, shall, subject to any appeal to the Judicial Panel in terms of Section J of these Rules, be binding on the Club and the Player.
- J2 The Club or Player may request a personal hearing prior to determination of an adjudication, in which case the Player may be represented by a person of his choice. The Club and/or the Player may also be legally represented at any such hearing.
- J3 Either the Club or the Player may appeal to the Judicial Panel in terms of this Section J of these Rules against the determination of and any award made by the Board or, as the case may be, Commission, in an adjudication.

### **Power of Inquiry and Determination**

- J4 The Board and, where appointed by the Board, a Commission, shall have the power of inquiry into all financial, contractual and other arrangements within, between and/or amongst Clubs and Players and all matters concerning compliance with the Financial Disclosure Requirements and into all matters constituting or pertaining to any suspected or alleged breach of or failure to fulfil the Rules or Regulations by any Club, Official and/or Player or any matter considered by the Board or, where appointed by the Board, a Commission, to be relevant to an Adjudication or an Appeal and every Club and Official and Player shall be liable to and shall afford every assistance to the Board or, as the case may be Commission, as may be requested or required of it or him.
- J5 Subject to Rules J6 and J7, the Board and, where appointed by the Board, a Commission, shall (i) have the power of determination as to whether there has been a breach of and/or failure to fulfil the Rules or Regulations and in Adjudications and Appeals; and (ii) may exercise such of the powers set out in Rules J16 and J17 as it shall think appropriate.
- J6 In the case of an alleged breach of and/or failure to fulfil Rules H33 and/or H34 only a Commission shall have the power of determination as to whether there has been a breach of and/or failure to fulfil those Rules and only a Commission following such a determination may exercise the powers set out in Rules J16 and J17
- J7 Where the Board determines to bring disciplinary proceedings alleging a breach of and/or failure to fulfil Rules H33 and/or H34 the Board shall appoint a Commission to determine whether there has been a breach of and/or failure to fulfil Rules H33 and/or H34 and to exercise such of the powers set out in Rules J16 and J17 as the

Commission shall think appropriate.

- J8 The Board and, where appointed by the Board, a Commission, may require the attendance of any Official, Player and/or other person at any meeting of the Board or a Commission and/or the production to the Board or a Commission of any books, letters and other documents or records whatsoever and howsoever kept relating to or concerning any matter in relation to which the Board, and where appointed by the Board, a Commission, have the power of enquiry or determination in terms of Rules J4 and J5 respectively.

### **The Panel**

- J9 The Board shall from time to time establish and maintain the Panel of such persons as it may consider appropriate to appoint to be a member of a Commission.

- J10 The Panel:-

J10.1 may include members of the Board; and,

J10.2 shall include such number of legally qualified persons whom the Board may appoint to sit as a chairman of a Commission and other persons as The Board shall consider appropriate.

### **Commissions**

- J11 Any matter, in respect of which the Board has the power of enquiry in terms of Rule J4 and/or determination in terms of Rule J5, may be dealt with, where appointed by the Board, by a Commission

- J12 A Commission shall comprise not less than three members of the Panel and any decision of a majority of them, subject to the rights of appeal to the Judicial Panel in terms of this Section J of these Rules, shall be final and binding. Where the Board appoints a Commission it shall also appoint one of the Commission members to be the chairman of the Commission. The chairman of the Commission must be independent of the parties involved. In the case of a matter concerning Unacceptable Conduct or an allegation of same, the chairman of the Commission must be an advocate or solicitor of not less than 10 years standing.

### **Rules of Procedure**

- J13 The Board may from time to time approve Rules of Procedure governing the conduct of proceedings prior to, of and before the Board or a Commission.

- J14 Every Commission, Club, Official and Player shall comply with any Rules of Procedure approved by the Board.

- J15 Rules of Procedure shall be deemed to be additions to these Rules and to which Rules B4, B5 and B6 shall apply.

## **Powers of the Board and Commissions**

- J16 Upon determining that a breach of or failure to fulfil the Rules or Regulations has been established, the Board or, as the case may be, a Commission may:-
- J16.1 give a warning as to future conduct;
  - J16.2 give a reprimand;
  - J16.3 impose a fine;
  - J16.4 annul the result of an Official Match;
  - J16.5 order that an Official Match be replayed;
  - J16.6 impose a deduction of points;
  - J16.7 award an Official Match (with such deemed score as it thinks appropriate) to a Club;
  - J16.8 order the playing of an Official Match or Matches behind closed doors;
  - J16.9 order the closure of all or part of a Stadium for such period and for such purposes as it thinks appropriate;
  - J16.10 order the playing of an Official Match or Matches at such Stadium as it thinks appropriate;
  - J16.11 order the relegation of a Club to a lower Division and make such consequent orders as to promotion as it shall think appropriate;
  - J16.12 subject to Rule J18, order that a Club be expelled from the League;
  - J16.13 withdraw or withhold the award of a title or award;
  - J16.14 order any Club, Official or Player to pay compensation to any Club, Player, person or party;
  - J16.15 order any Club, Official or Player to comply with any obligation or direction;
  - J16.16 cancel or refuse the League Registration of any Player League Registered or attempted to be League Registered;
  - J16.17 order that a Club concerned be debarred from Registering Players for such period as it thinks appropriate;
  - J16.18 order that any person, persons or group of persons be prohibited from attending at such Official Match or Matches and for such period as it

thinks appropriate;

J16.19 make such other direction, sanction or disposal, not expressly provided for in these Rules, as it shall think appropriate; and/or

J16.20 make such order as to expenses, including the expenses of the Company and/or, as the case may be, Commission and/or other party, as it thinks appropriate.

J17 When imposing a direction, sanction or disposal the Board or, as the case may be a Commission, may apply such number and combination of the directions, sanctions and/or disposals provide for in Rule J16 as it thinks appropriate, may make such provision for time to comply with any one or more of same as it thinks appropriate, may defer for such period or until such event as it shall think appropriate the decision on or imposition of a sanction or sanctions and shall be entitled to suspend the effect of any such direction, sanction or disposal for such period and/or on such conditions as it thinks appropriate.

J18 The expulsion of a Club from the League shall not take effect unless and until it is sanctioned by a resolution passed at a General Meeting of the Company in accordance with the requisite majority specified in the Articles.

J19 In the case of an Adjudication or an Appeal, the Board or, as the case may be, a Commission, may exercise any of the powers in Rules J16.14, J16.15, J16.19 and/or J16.20 as it shall think appropriate in order to deal justly with the matter before it for determination.

### **Decisions**

J20 The Board or a Commission determining that there has been a breach of or failure to fulfil the Rules, imposing any penalty on any Club, Official or Player, or when determining an Adjudication or Appeal shall inform in writing each party of any such determination as soon as is reasonably practicable thereafter.

J21 The Board may determine what, if any, publicity is to be given to a decision of the Board or a Commission.

J22 Decisions of the Board or a Commission when or in connection with inquiring into and/or determining a matter in terms of Rules J4, J5 and/or J6 shall, subject to any right of appeal to the Judicial Panel in terms of Section J of these Rules, be final and binding.

### **Appeal to the Judicial Panel**

J23 Any Club or person who or which is the subject of an adverse determination by the Board or a Commission and the Company in the case of a determination by a Commission may, unless the Rules expressly state otherwise and provided the Judicial Panel Protocol provides for a right of appeal to the Judicial Panel, appeal against such determination in accordance with the Judicial Panel Protocol.

J24 The procedures for lodging an appeal to the Judicial Panel and the powers of the Judicial Panel in relation to such appeals shall be as set out in the Judicial Panel Protocol.

J25 Where a right of appeal is validly exercised to the Judicial Panel the Board or, as the case may be, a Commission shall provide the appellant and the Judicial Panel with written reasons for the decision appealed against.

### **Representation**

J26 A Club, Official or Player appearing before the Board or a Commission may be represented by a solicitor or counsel or by such other representative as it or he may determine.

### **The Board**

J27 In this Section J of the Rules reference to the Board includes reference to any committee of the Board or person or persons exercising any delegated authority of the Board, whether in terms of the Articles or otherwise, and/or appointed by the Board to discharge any function of the Board.

### **Advice**

J28 The Board and, where appointed by the Board, a Commission, may seek and obtain such legal and/or other advice and assistance as the Board or Commission shall consider appropriate in relation to or concerning any matter in which the Board or a Commission has the power of inquiry in terms of Rule J4 and/or determination in terms of Rule J5 and Rule J6.



## **K Miscellaneous**

### **Confidentiality**

- K1 Each Director shall not disclose (and shall use all reasonable efforts to prevent the publication or disclosure) in any way or form and at any time to any person, firm or company any Confidential Information save to employees or Directors of the Company and no Director shall use such Confidential Information for its or his own purposes nor for any purposes other than those of the Company.
- K2 Each Club and Director shall not after ceasing, as the case may be, to be a member of the Company or Director, without the authority of the Board, make or keep possession of copies of any documents memoranda or other media on which any Confidential Information is recorded or stored.
- K3 The restrictions contained in Rules K1 and K2 shall cease to apply to information or knowledge, which may come into the public domain otherwise than by way of breach of the Rules.
- K4 Each Director shall, without prejudice to any and all other duties and obligations thereby arising, on his being appointed a Director be deemed to have accepted to be bound by the terms of Rules K1 and K2.

### **Scottish FA Council**

- K5 The Company shall be entitled to nominate representatives to serve as members of the Council of the Scottish FA in accordance with the Scottish FA Articles.

### **Dual Interests**

- K6 The provisions regarding dual interests in the Scottish FA Articles shall apply to the Clubs and Members.

## **APPENDIX 1**

### **Code of Practice for Use of Giant Screens**

- 1 This Code of Practice is designed to guide and provide a framework within which clubs may use Giant Screens for the benefit of enhancing spectators' entertainment at football grounds in Scotland.
- 2 The aim of the Code is to ensure that such Screens are used in a responsible manner by the Home Club, do not impact on the playing of the match, do not undermine the authority or affect the role of the Match Officials in the Match and do not encourage or incite any form of crowd disorder.
- 3 This Code of Practice may only be amended with the approval of the Company in General Meeting.
- 4 The Screens may only be located in a position with a ground, which does not interfere with the playing of a match within the ground in question or cause any distraction or interference to players and/or Match Officials.
- 5 The Home Club shall appoint a competent person or persons who shall act on such club's behalf in editing the pictures and sound to be transmitted via the Screen(s) and the Home Club shall be responsible for all actions of the person(s) appointed for this purpose. It shall be incumbent on the Home Club to ensure that the competent appointed person(s) are made aware of the requirements of this Code of Practice and ensure compliance at all times.
- 6 The following provisions govern the actual use of the Giant Screens:-
  - (a) "Live" action may be shown during the course of the match being played. Action replays are permitted during the course of play, and highlights, showing only the positive aspects of the match, may be shown at half-time and full-time.
  - (b) A Club wishing to show "live" action from a match being played outwith its stadium must seek the prior written consent of the Board, and such consent shall be given on such terms and conditions as the Board may decide.
  - (c) No replays of any negative or controversial incidents may be shown, including actions of any player or official which may be capable of being considered as inciting the spectators or bringing the game into disrepute. Likewise, it shall not be permissible to replay pictures and/or sound of any incidents or matters which may highlight or bring into question the competence or judgment of any Match Officials.
  - (d) No pictures or sound from those occupying the Technical Area may be shown.

- (e) The Screens shall not be used for any purpose, which might be deemed to criticise, undermine or in any way damage the reputation, standing or authority of any Director, Official or Player of any Club, representative of the Scottish FA or League or of any Match Official. Clubs utilising such Screens shall do so in a responsible manner and shall not permit the transmission of any material via the Screen(s) which is capable of bringing the game into disrepute, offending public decency or is capable of inciting misbehaviour or disorder amongst spectators.
- (f) No League copyright material may be transmitted without the prior written consent of the Board.
- (g) In the event of the match within the stadium being the subject of title or Competition sponsorship, then no material relating to a competing brand or company within the same product category or its associates may be screened without the prior written consent of the Board.

## **APPENDIX 2**

### **Code of Practice for Use of LED Perimeter Boards**

#### **1. Introduction**

With the introduction of LED perimeter boards, the Company has developed this Code of Practice to enable clubs to develop their commercial activities whilst maintaining the integrity of the sport for the players and spectators. The aim of this Code of Practice is to ensure that the use of LED perimeter boards do not impact upon the playing of the match, do not undermine the match officials and do not encourage or incite Unacceptable Conduct.

#### **2. Awareness**

The home club should appoint a competent person or persons to edit the visuals displayed on the LED perimeter boards and shall be responsible for their actions. The home club should ensure that the appointed person(s) are aware of these guidelines.

#### **3. Offensive comments**

No comment/display of an offensive nature may be shown at any time either pre, during or post-match. This would include any graphics which may be deemed to criticise, undermine or damage the reputation of any Club, Player, Match Official, the Company, the League or the Scottish FA. No material should be transmitted which is capable of bringing the game into disrepute, offending public decency or is capable of inciting any form of Unacceptable Conduct.

#### **4. Unacceptable Perimeter Board Usage**

The key premise is that the advertising movement must not distract from the match.

The following examples of visuals should not be used during a match.

- Continuous horizontal movement
- Video footage – e.g. television footage/live action
- Comments related to the match action or decisions made by the match officials

In-game betting messages are however permitted during the game.

Non-confrontational goal flashes are also permitted during the match.

#### **5. Sporting Integrity**

##### *Penalty Kicks*

All perimeter boards must be frozen at the point the ball is placed in the penalty spot. The boards shall remain static until 10 seconds after the penalty is either scored or saved or until the ball is out of play.

### *Red/Yellow Cards*

Clubs may not use the issuing of red and yellow cards as commercial opportunity e.g. "This red card is sponsored by....."

### *Free Kicks*

Where a wall of more than one man is erected for a free kick then the boards should be frozen.

### *Incidents in the match*

Clubs/commercial partners may not refer to specific incidents in the match which may be viewed as contentious. For example, a "Goal" flash would be acceptable however a derogatory comment relating to players and/or match officials would be unacceptable.

### *Opposition*

There shall be no deliberate attempt to distract the opposition at any time through the use of perimeter board displays. For example, altering brightness, speed, flash bursts during set pieces such as free kicks and corner kicks.

## **6. Safety Issues**

The perimeter board structure must be built and installed in such a way that complies with all the stadium safety regulations and the Laws of the Game.

## **7. Commercial Integrity**

### *Brightness*

Brightness must only be altered for consistency not affect. No brand can be advantaged or disadvantaged by the use of light.

## **APPENDIX 3**

### **Financial Disclosure Requirements**

1. Clubs entitled for the time being eligible to participate in the Premiership and the Championship are required to comply with Criteria (a)(i) 8.4, 8.11 and 8.12 to the Gold or Silver Standard in Part 2 – National Club Licensing, Section 8 – Legal, Admin, Finance and Codes of Practice Criteria; and (ii) UEFA Ref. Arts. 46, 47, 48, 49, 50, 51 and verification where applicable 52 in Part 3 – UEFA Club Licensing, Section 5 - The UEFA Club Licensing Criteria of the Scottish FA National Club Licensing Manual; and (b) Clubs entitled for the time being eligible to participate in any other Division and Candidate Clubs are required to comply with Criteria (i) 8.4, 8.11 and 8.12 to the Entry Level Standard in Part 2 – National Club Licensing, Section 8 – Legal, Admin, Finance and Codes of Practice Criteria for Entry Level Clubs in The Scottish Football Association National Club Licensing Manual; (all “the Criteria”), all as from time to time amended, varied or supplemented by the Scottish FA, as if the requirements of the Criteria applied to provision of the copies, documentation, and information set out in the Criteria required to be made out and satisfied to the Company on the same basis and to the same extent as the Criteria require to be made out and satisfied to the Scottish FA.
2. By not later than 31 March in each Season each Club and Candidate Club must prove to the satisfaction of the Board that no Compensation, Development Contribution or any other sum was due or had become due and had not been paid in full to any other Club during the 12-month period prior to the immediately preceding 31 December.
3. For all purposes in relation to the Criteria Candidate Clubs in relation to any Season are to be treated as a Club and are required to comply and to have made out and satisfied the Company with respect to the Criteria as if, for the Season in which each of them became a Candidate Club for promotion in respect of the following Season, it was a Club in membership of The Scottish Professional Football League.
4. Subject to paragraph 6 of this Appendix 3, all copies, documentation, verification and information required to be submitted to the Company pursuant to these Financial Disclosure Requirements shall, unless the Board determines otherwise, be given by or on behalf of a Club and a Candidate Club to the Secretary. The Board may determine that it will not be necessary for a Club and a Candidate Club to give such copies, documentation, verification or information to the Secretary but instead to make same or any part of same available for inspection at a specified place. In the event that the Board determines that copies, documentation, certification or information is to be made available at a specified place then same shall be made available to such person or persons as may be designated by the Board or the Secretary on behalf of the Board by or on such date or dates and in such form as the Board or the Secretary on behalf of the Board may specify.
5. Subject to paragraph 6 of this Appendix 3, notwithstanding that the Board or the

Secretary on behalf of the Board may have required copies, documentation, verification or information to be available for inspection at a specified place it shall be open to the Board or the Secretary on behalf of the Board, at any time and any circumstances, to require that such copies, documentation, verification or information shall be sent in such form as the Board or the Secretary on behalf of the Board may specify to the Secretary.

- 6.1 With respect to Future Financial Forecasts (“Forecasts”) referred to at F.06 in section 8 of the Scottish FA National Club Licensing Manual the provisions of this paragraph 6 will apply.
- 6.2 Subject to a Club or a Candidate Club exercising its option to provide a Forecast to the Company by means of the Alternative Process provided for in paragraph 6.7 of this Appendix 3, all Forecasts will be sent to the Company by Clubs by secure postal or other delivery method or by hand. Forecasts shall be contained in sealed envelopes and shall be addressed to “The Secretary” and shall be marked “Private and Confidential – Addressee Only”.
- 6.3 Forecasts will be reviewed only by the Secretary and/or his nominated accounting and/or legal advisers.
- 6.4 The Secretary shall provide an oral report to the Board where information from or relating to a Forecast is required to be communicated to the Board. A Forecast will not be copied to or be available for inspection by any member of the Board.
- 6.5 All Forecasts provided to the Company in accordance with this Appendix 3 will remain under the control of the Secretary. Forecasts will be held in a locked box within the Company safe. The Secretary will be the only person with access to the locked box. Clubs are entitled, on giving reasonable notice, to inspect the secure method of retention of any Forecast provided by them in accordance with this Appendix 3.
- 6.6 Any Forecast provided by a Club in accordance with this Appendix 3 will, unless required for ongoing matters in relation to this Appendix 3, be destroyed within two years of receipt of such Forecast by the Secretary. The Secretary will advise the relevant Club in writing of the destruction of a Forecast so provided to the Secretary.
- 6.7 A Club and a Candidate Club shall be entitled to notify the Secretary in writing that where it has been required in terms of this Appendix 3 to provide a Forecast that such provision will take place at the offices of the Club concerned. Such written notification, in order for it to be effective, must be given to the Secretary before the date on which the Club or Candidate Club concerned has been required to provide such a Forecast. In such circumstances the Secretary and/or his accounting and/or his legal advisers will attend at the premises of such Club or Candidate Club to review the Forecast at the Club’s premises. Where a Club has exercised such option, it must confirm in writing to the Secretary that it will retain the Forecast and make it available for future inspection by the Company Secretary and/or his nominated

accounting and/or legal advisers until the Club receives notification in writing from the Secretary that the Forecast may be destroyed by the Club or Candidate Club.

7. The Board may require fulfilment by a Club or the Candidate Club with all or any part of the Criteria and/or the provision of copies, documentation, verification and/or information as may be required by the Criteria notwithstanding that The Scottish Football Association may not have required same.
8. In the Criteria all references to the Club Licensing Committee shall be treated as references to the Board and all references to The Scottish Football Association shall be treated as references to the Company. Words and phrases defined in the Criteria shall, where the context so admits, have the same meaning in this Appendix 3.



## **APPENDIX 4**

### **Code of Conduct for Under 18 Players (“the Code of Conduct”)**

**Name of Club**..... (“the Club”).

Address of Club.....

.....

**Name of Player**..... (“the Player”)

Date of Birth of Player.....

Address of Player.....

.....

Prior to signing this Code of Conduct and Scottish FA Registering the Player, full discussion has taken place and agreement has been reached between the Club, the Player and, for Players aged under 16 years, the Player’s parents/guardians as to the educational, technical and match programme to be provided by the Club.

The Player has the potential to become a footballer at the highest level in Scotland and will be Scottish FA Registered as a Player by the Club.

Both the Player and, for Players aged under 16 years, the Player’s parents/guardians understand that the Club is committed to the Player’s wellbeing, future development and realisation of potential, but that the level of achievement ultimately reached cannot be guaranteed.

In Scottish FA Registering the Player, the Club, the Player and the Player’s parents/guardians if appropriate agree to the following Code of Conduct.

#### **The Club agrees to provide**

- A safe environment in which the Player can learn and develop without fear of abuse
- Medical screening, monitoring and support for the Player
- A structured football learning programme, appropriate to the age, ability and growth of the Player
- Participation in football matches arranged or approved by the Company and/or Scottish FA
- Trained, screened and qualified coaching and other staff and facilities as determined by the Rules and / or the Scottish FA Youth Initiative Regulations from time to time
- Guidelines to the Player, and if appropriate his parents/guardians, on the best ways for him / them to contribute to the Player’s football and personal development

- Educational support (in conjunction with the Player's school if he is still at school) to ensure the continued academic and personal development of the Player
- Regular communication and reports to the Player, and if appropriate his parents / guardians, on the Player's progress
- A code of conduct and rules of the Club

#### **The Player agrees to**

- Attend the Club regularly and punctually, behave with self-discipline and give notice of and reason for any absence
- Practice the techniques and skills taught by the Club and attempt to apply them in matches
- Participate in matches away from the Club only as authorised in advance by the Club
- If still at school, attend school regularly and punctually, complete school assignments and behave at school as at the Club
- Follow a lifestyle appropriate to development – spending time positively; eating, drinking, relaxing and sleeping sensibly
- Adhere to the Club's code of conduct and rules

#### **If appropriate (Players under 16 years of age), the parents/guardians agree to**

- Encourage and help the Player meet targets, including this Code of Conduct and the code of conduct and rules of the Club
- Support the Player without pressure, praise good work and refrain from criticising lapses
- Set a good example to the Player
- Respect the opportunity given to the Player and not approach or permit any other person to approach any other club about the Player during the currency of the Player's Scottish FA Registration
- Communicate with Club staff, keeping them informed about matters affecting the Player
- Permit the Player to play only in football matches with the Club or authorised in advance by the Club
- Adhere to the Club's code of conduct and rules

**The Club, the Player and, if appropriate, the Player's parent/guardian understand that following the Player's Scottish FA Registration by the Club, contribution/reimbursement of training costs may be payable to the Club by any other club that in the future acquires the Player's Scottish FA Registration. The Player and the Player's parent/guardian have been provided with the current contribution/reimbursement of training costs amounts.**

**We, the undersigned, agree to this Code of Conduct**

Name.....  
(on behalf of the Club)

Signature.....

Date.....

Name.....  
Player

Signature.....

Date.....

Name.....  
Parent/Guardian, if appropriate.

Signature.....

Date.....

## **APPENDIX 5**

### **Media Co-Operation Requirements**

- A. At every League Match and Play-Off Match which is televised or in respect of which moving pictures are to be recorded by or on behalf of the Company, Home Clubs are required to:
- (i) grant access to reporters, technicians, cameramen, interviewers and others working with or for television, radio and other broadcast media partners with which the Company has a Commercial Contract for the purposes of Section I of these Rules or who are working under a contract with and for the Company to the tunnel and trackside area prior to kick-off for the purpose of approaching Players and Club Officials on the football management and coaching staff of Clubs for interviews during this period (N.B. the decision whether to speak to such media remains with the individuals themselves and Clubs may require that any interview requests are directed through their PR or operations staff) and ensure that branded backdrop boards provided by or on behalf of the League are suitably located for such interviews; and
  - (ii) make reasonable provision for the representatives of the Visiting Club's official website.
- B. At every League Match and Play-Off Match which is televised or in respect of which moving pictures are to be recorded by or on behalf of the Company, Clubs are required to:
- (i) ensure that all television and other interviews in front of a camera recording moving images for broadcast take place in front of the branded backdrop boards provided by or on behalf of the League;
  - (ii) ensure that its Players participate in the pre-match "League Handshake" and for live televised matches allow at least one cameraman pitch access for the duration of the handshake; and
  - (iii) make available at least one Official on the football management or coaching staff of the Club and at least one Player who Played in the match for interview after the match within 30 minutes of the final whistle, giving priority to broadcast media partners of the Company with which the Company has a Commercial Contract for the purposes of Section I of these Rules who are broadcasting live (N.B. the League's media guidelines to Clubs that post-match interviews should take place within 10 minutes of the final whistle).

## **APPENDIX 6**

### **SPFL - Division Membership for Season 2013/2014**

#### **The Premiership**

Aberdeen Football Club  
Celtic Football Club  
Dundee United Football Club  
Heart of Midlothian Football Club  
Hibernian Football Club  
Inverness Caledonian Football Club  
Kilmarnock Football Club  
Motherwell Football Club  
Partick Thistle Football Club  
Ross County Football Club  
St Johnstone Football Club  
St Mirren Football Club

#### **The Championship**

Alloa Athletic Football Club  
Cowdenbeath Football Club  
Dumbarton Football Club  
Dundee Football Club  
Falkirk Football Club  
Hamilton Academical Football Club  
Livingston Football Club  
Morton Football Club  
Raith Rovers Football Club  
Queen of the South Football Club

#### **League One**

Airdrie United Football Club  
Arbroath Football Club  
Ayr United Football Club  
Brechin City Football Club  
Dunfermline Athletic Football Club  
East Fife Football Club  
Forfar Athletic Football Club  
Rangers Football Club  
Stenhousemuir Football Club  
Stranraer Football Club

## **League Two**

Albion Rovers Football Club  
Annan Athletic Football Club  
Berwick Rangers Football Club  
Clyde Football Club  
East Stirlingshire Football Club  
Elgin City Football Club  
Montrose Football Club  
Peterhead Football Club  
Queen's Park Football Club  
Stirling Albion Football Club

# APPENDIX 7



## The Scottish Professional Football League – Match Information

Competition



Home Team  v  Away Team  at  on  Kick-off   
 Team Information for  Half Time  Full Time  Extra Time  Penalties

No.	LastName	First Name	Capt (✓)	D.O.B.	Scorer Time(s)	Kicks From PenaltyMark	Sub Out (✓)	Sub In (✓)	Time
Goalkeeper									
Start									
Start									
Start									
Start									
Start									
Start									
Start									
Start									
Start									
Start									
Sub									
Sub									
Sub									
Sub									
Sub									
Sub									
Sub									
Sub									

Club Doctor  SPFL Match Delegate

Technical Area (Six individuals permitted in addition to the substitutes)

Name	Designation
1	
2	
3	
4	
5	
6	

Match Officials

Referee	<input type="text"/>
Assistant Referee	<input type="text"/>
Assistant Referee	<input type="text"/>
Fourth Official	<input type="text"/>

Shirt Colours

Match Official's Signature  Club Official's Signature

NOTES: TO COACH: (1 hour prior to kick-off) ■ White and Blue copies to Referee; ■ Green copy to Opposing Team; ■ Yellow copy to be retained.  
 TO REFEREE: (After match) ■ White copy to be emailed to teamlines@spfl.co.uk within 2 hours of final whistle (original to be posted and received within 3 days); ■ Blue copy to be retained.

## **Annexes**

**These Regulations are not part of the Rules but are printed here for convenience**

### **Annex 1 - Player Regulations**

#### **Introduction**

1. Any word or phrase used in these Regulations which is defined in the Articles or Rules and which is not defined in these Regulations has the defined meaning ascribed to it in the Articles or, as the case may be, Rules.
2. Where in these Regulations reference is made to a Regulation number the reference is to a Regulation of these Regulations.
3. Any infringement of and/or failure to comply with these Regulations shall be a breach of these Regulations.

#### **Registration**

4. Subject to Rules E16, E19, E29, E31.10, any relevant sanction imposed in terms of Rules J16 and J17, these Player Regulations, and in particular where Regulation 5 of these Player Regulations applies, a Player who is or becomes Scottish FA Registered is, without further application, notification, process and/or procedure, immediately League Registered with appropriate Status with the Club with which he is or becomes Scottish FA Registered.
5. A Player who has become Scottish FA Registered with a Club outside of a Registration Period shall not become League Registered with that Club unless and until the earlier of (i) the Board, in its sole discretion, after having received such information, verifications and/or undertakings and on such condition or conditions as it shall consider appropriate, giving its approval in writing to an application in



terms of Regulation 6 for League Registration of that Player with that Club; and (ii) subject to such Player being and remaining Scottish FA Registered with such Club, the first day of the Registration Period next following the date of such Player becoming Scottish FA Registered.

6. An application in terms of Regulation 5 for Board approval to League Registration of a Player outside of a Registration Period must be made in writing to the Secretary who shall make such enquiries and may require the Club and/or Player or any third party to provide such information, verifications and/or undertakings as he and/or the Board shall think appropriate. Such application may be determined by the Board, either before, after or at the same time as an application is made and/or determined in respect of such a Player for his Scottish FA Registration with that Club.
7. A player of a club in membership of The Scottish Highland Football League or The Scottish Lowland Football League who is Scottish FA Registered shall, in the event of his club becoming a member of the League, without further application, notification, process or procedure, immediately become League Registered with appropriate Status.

#### **Amateur Registration**

8. A Club must not apply for a Player to be Scottish FA Registered as both a Professional Player and as an Amateur Player.
9. A Club must not apply for a Player to be Scottish FA Registered as an Amateur Player within 30 days of that Player having played Football as a Professional Player.

#### **Registration of Under 18 Players**

10. Except with the consent of the Board, to be given in its sole discretion or in accordance with the Commitment Letter procedure in Regulations 79 to 85 (inclusive), a Club must not apply for an Under 18 Player to be Scottish FA Registered with that Club as an Amateur Player if the Player concerned has, during the period of 12 months immediately preceding the date, on which the Player

would otherwise be Scottish FA Registered, been League Registered with another Club as an Amateur Player and such other Club has not consented in writing to the making of such an application for Scottish FA Registration. If such other Club delays or refuses to give such consent the Board may, on application being made to the Secretary in writing by the Club seeking the Scottish FA Registration of the Player, direct that the Club concerned may apply for such Scottish FA Registration notwithstanding the absence of such consent. A Club shall not seek to make the payment of any sum or the receipt of any benefit of any kind a condition of the giving of such consent. The Board may make it a condition of giving of consent to make such an application that the Club to which the Player is to be Scottish FA Registered first pay a sum determined in accordance with a scheme or arrangement operated by the Scottish FA for payment of reimbursement of training costs for youth Players which has been agreed and continues to be agreed by the Board or a Development Contribution to the Club with which the Player was last League Registered.

11. A Club must not apply for an Under 18 Player to be Scottish FA Registered or for his Scottish FA Registration to be renewed unless there is first fully completed and signed a Code of Conduct for Under 18 Players in relation to that Player. A new Code of Conduct for Under 18 Players must be completed and signed prior to each occasion on which an application is made for an Under 18 Player to be Scottish FA Registered or, as the case may be, on each occasion on which an application is made for his Scottish FA Registration to be renewed.

### **Eligibility**

12. A Club participating in an Official Match must ensure that those of its Players Playing in the match are eligible to Play in such match.
13. The Board may, in its sole discretion, at any time and subject to such conditions, if any, as the Board considers appropriate, direct that a person be eligible to Play in an Official Match.
14. Unless the Board in its sole discretion at any time and subject to such conditions, if

any, as the Board considers appropriate and for such Official Match or Matches as the Board may specify, in order to ensure the integrity of the Competitions exceptionally determines otherwise, a Player who becomes Scottish FA Registered with a Club on or after 1<sup>st</sup> April in any Season shall not be eligible to Play in an Official Match for that Club until the earlier of (i) the first League Match of his Club in the immediately succeeding Season; and, (ii) the first match of his Club in a Competition which will take place principally in the immediately succeeding Season.

15. A Player must be aged 16 years or more to be eligible to Play for a Club in a League Match or in a Play-Off Match.

16. Any Club which

(i) Plays a Player who is not eligible to Play;

(ii) Plays a Player in circumstances which are not in accordance with the Rules and/or Regulations; and/or

(iii) applies to Scottish FA Register a Player without the consent of the Board where such consent is required by the Rules or Regulations,

shall be in breach of these Regulations.

### **Suspended Players**

17. If a Player Plays whilst subject to suspension or other prohibition from Playing by the Scottish FA and/or the League the Club and the Player concerned shall be in breach of these Regulations.

### **Submission to Jurisdiction**

18. By becoming League Registered and/or by Playing in a Competition, Players and Trialists shall be deemed to have submitted themselves to the jurisdiction of the Company and to have agreed to adhere to, comply with and be subject to the Articles, Rules, the Regulations and any decisions of, sanctions and/or penalties

imposed and/or determined by the Company in accordance with the Rules and/or the Regulations and to have agreed to comply with the statutes and regulations of FIFA and UEFA and the articles of association, protocols, procedures, rules, decisions and regulations of the Scottish FA.

### **Playing**

19. Except as permitted by the Regulations, a League Registered Player must not, except with the prior consent of the Board and the Club with which he is League Registered, play Football for any other Football club in any competition or, except with the prior consent of the Club with which he is League Registered, train with such other Football club.
20. A Club must not apply for a Player to be Scottish FA Registered where there is any restriction or condition, howsoever arising, except as provided in the Rules and/or Regulations, as to when, against whom or on what terms the Player concerned shall or shall not Play.

### **Club Authorised Persons**

21. Each Club shall notify the Secretary and the Scottish FA in writing of the person or persons authorised by the board of directors or equivalent of that Club to execute documents required to be executed by that Club in terms of the Rules and Regulations and the articles of association, protocols, procedures, rules and regulations of the Scottish FA.
22. Clubs may, from time to time, notify the Secretary and the Scottish FA in writing of any changes in such authorised persons made by the board of directors or equivalent of that Club.

### **Termination of Registration and Consequent Playing Restrictions**

23. The League Registration of a Player with a Club immediately terminates on termination of that Player's Scottish FA Registration with that Club.
24. The League Registration of a Player immediately terminates on the Club with which

he is Scottish FA Registered ceasing to be a member of the League.

25. The Board may terminate the League Registration of a Player where, after consulting with the Club and Player concerned, the Board is satisfied that the Player's association as a Player with the Club concerned has permanently terminated.
26. The League Registration of a Player shall continue unless or until terminated in accordance with these Regulations.

#### **Approach to, by or in Relation to Registered Players**

27. Except during the last 6 months of the term of a Professional Player's Contract of Service or, subject to Regulations 79 to 85 (inclusive), after the termination of the Scottish FA Registration of an Under 18 Amateur Player, a Player may not be approached, either in person or through or by an agent or other third party, by or on behalf of another Club with a view to that Player entering into a Contract of Service with and/or becoming a Player with that other Club without the permission in writing of the Club with which the Player is Scottish FA Registered being first obtained.
28. A statement or other expression by or on behalf of a Club, Official or Player of that or their Club's interest in a Professional Player or an Under 18 Amateur Player of another Club, except by a Commitment Letter in accordance with Regulations 79 to 85 (inclusive), shall be deemed to be 'an approach' for the purposes of Regulation 27.
29. Any approach to a Player either in person or through or by an agent or other third party, by or on behalf of another Club with a view to that Professional Player entering into a Contract of Service with and/or becoming a Professional Player with that other Club during the last 6 months of the term of a Professional Player's Contract of Service with his current Club must first be notified in writing by the Club making the approach or on whose behalf the approach is made, to the Player's then current Club.

30. A Player shall not directly or indirectly, whether through or by any third party, communicate with or approach any Club or other Football club or any Official or Player of a Club or other Football club with the object of seeking, negotiating or arranging the transfer of himself or another Player to any Club or other Football club.

### **Contracts of Service**

31. All Contracts of Service between Clubs and Professional Players must be for a term of:-
- (i) except in the case of Players who are the subject of an Emergency Loan, not less than the period until the next first day of a Registration Period; and
  - (ii) not more than five years and the unexpired portion, if any, of any Season during which such contract was entered into.
32. All Contracts of Service between Clubs and Players must be in writing, fully completed, signed and in a form approved from time to time by the Board.
33. All Contracts of Service and amendments and/or variations to the terms and conditions of employment of Professional Players must, within 14 days of being entered into, be Communicated to the Scottish FA.
34. No Player, Club and/or Official shall induce a Player to, enter into a Contract of Service or otherwise contract to be employed to play football for any Club or other football club for or in relation to any period, except in relation to the period of a temporary transfer and with the agreement of the parties to the temporary transfer, during which he is the subject of a Contract of Service with another Club.
35. No Player may receive any payment, benefit or consideration of any description from or on behalf of a Club in respect of or in connection with that Player's participation in Football or in an activity connected with Football, other than in reimbursement of expenses actually incurred or to be actually incurred in Playing or training for that Club, unless such payment is made in accordance with a

Contract of Service between that Club and the Player concerned.

36. Except from his transferor club in relation to the period of a temporary transfer and with the agreement of the parties to the temporary transfer, no Player may receive any payment, benefit or consideration of any description in respect of or relating to that Player's participation in Football or in an activity connected with Football except from or on behalf of the Club with which he is League Registered and in accordance with his Contract of Service.
37. If an intermediary shall have been involved in the negotiation and/or conclusion of a Contract of Service of a Player or an extension, amendment and/or variation to same or in the transfer or temporary transfer of a Player, all such intermediaries must be identified by name and business address and the amount of all commissions, fees and other sums (exclusive of any taxes) paid and/or to be paid by any Club or Clubs in relation to same must be stated in the document or documents constituting such contract, extension, amendment, variation, transfer and/or temporary transfer.
38. An Amateur Player may not be a party to a Contract of Service providing or otherwise contract for the playing of or training for Football with a Club.

#### **Retention of Documents**

39. Clubs must retain in a secure place and in good condition, the originals of all:-
  - (i) Contracts of Service and amendments and/or variations to the terms and conditions of employment and documents providing for any form of payment of any description to or for the benefit of each of their Players and/or on behalf of or in the interests of any or any number of their Players;
  - (ii) Codes of Conduct signed by Players; and
  - (iii) agreements relating to and/or providing for the transfer or temporary transfer of any Player to or from such Club and/or relating to or concerning the calculation of sums due arising out of or in connection with the transfer

or temporary transfer of any Player,

for a period of not less than five years after the latest of the termination of employment, Scottish FA Registration and transfer or temporary transfer of each such Player and must forthwith provide such original(s) to the Secretary on being required in writing so to do.

#### **Suspensions, Fines, Termination of Contracts of Service - Notification to League**

40. All suspensions, fines and notices of termination of Contracts of Service imposed on or given to a Player by a Club must be notified in writing to the Secretary and that notification must be accompanied by a copy of any relevant notice(s) or the like given to the Player relating to such suspension, fine or termination.

#### **Contract of Service with Option**

41. It shall not be permissible for any Club to include in a Contract of Service with a Player entered into prior to the Player's 23<sup>rd</sup> birthday an option entitling the Club to renew or extend the term of such contract without the consent of the Player.

#### **Conflict between Rules and Regulations and Player Contract of Service**

42. In the event of there being or becoming any conflict or inconsistency between any provisions of the Rules or the Regulations and any Player's Contract of Service the provisions of the Rules or, as the case may be, the Regulations shall prevail and apply.

#### **Transfer of Players**

43. The full terms and conditions of the transfer of and/or payment of agreed Compensation and/or of a transfer fee (also known as compensation) and/or any agreed sum in respect of or relating to compensation for the training and development of and/or in relation to a Player, which involves the Scottish FA Registration or termination of the Scottish FA Registration of that Player, must be set out in writing and Communicated to the Scottish FA.



44. Copies of all financial and other agreements, no matter how informal, relating to the transfer or temporary transfer of such Player must be Communicated to the Scottish FA before that Player may be Scottish FA Registered or, as the case may be, the Scottish FA Registration of such Player may be terminated.
45. When two Football clubs, at least one of whom is a Club, exchange Players with no monetary consideration, and there exists, in a previous transfer agreement relating to one or both Players, a provision that another Club or club is due a percentage or share of an onward transfer fee, the clubs exchanging Players must place a financial valuation on the respective Players. This valuation must be agreed in writing between the Clubs and/or club concerned and Communicated to the Scottish FA in order that a calculation can be made of the percentage of that valuation or amount otherwise calculated due to the other Club and/or club.
46. Should a Club, which is entitled to benefit financially from a Player's onward transfer, dispute the valuation placed on any Player in an exchange situation, or, should the Board consider that any such valuation may not be a true reflection of such Player's worth, a Compensation Tribunal will determine the value of or appropriate Compensation for the Player concerned.
47. Where an agreement relating to a transfer between two clubs, at least one of whom is a Club, makes provision for the payment of further sums on the happening of a specified event, (e.g. after the Player has made a certain number of first team appearances or scored a certain number of goals) the transferee shall forthwith inform the Secretary, the Scottish FA and the transferor that such specified event has occurred. The transferee shall, at the same time, pay to the transferor the further sum(s) referred to in the agreement.
48. The Company shall treat the details of all transfers and temporary transfers as confidential.
49. If a Club is in default of payments due to another Club under a transfer or temporary transfer agreement or in relation to Compensation, such defaulting Club shall, subject to any different rate and/or terms of interest being agreed between

the parties to the written transfer agreement, pay interest calculated on a daily basis at a rate of 5% per annum over the base rate from time to time of the Bank of England to the other Club, and the Board may place an embargo on any further League Registrations by such defaulting Club until such time as the agreement is honoured or, as the case may be, paid.

50. Any Club which, in the opinion of the Board, unfairly traffics or deals in the League Registration and/or Scottish FA Registration of any Player or otherwise abuses in any way the League Registration, Scottish FA Registration, transfer, temporary transfer or Compensation systems shall be in breach of these Regulations.
51. It is not permitted for a transferor Club to stipulate when or against whom a Player transferred or temporarily transferred may or may not Play and any such stipulation in any agreement or other document shall be void.

#### **Intermediaries and Transfers**

52. If an intermediary or intermediaries shall have been involved in the transfer or temporary transfer of a Player to a Club such intermediary or intermediaries must be identified by name and business address and the amount of all commissions, fees and other sums (exclusive of any taxes) paid by any Club, Clubs and/or club in relation to that transfer must be stated in the financial and other agreements setting out the terms of such transfer or temporary transfer Communicated to the Scottish FA.

#### **Domestic Temporary Transfers – General Provisions**

53. Subject to these Regulations, the temporary transfer of a Player and his League Registration shall be permitted from and to Clubs and/or a Football club in membership of any other league in Scotland, providing: (i) the rules of such other league so permit; and (ii) such league has been approved for the purpose of temporary transfers by the Board; as at 1 July 2017 the leagues so approved are: (i) The Scottish Highland Football League; (ii) The Scottish Lowland Football League; (iii) The South of Scotland Football League; (iv) The East of Scotland Football

League; and (v) all of the leagues operated under the jurisdiction of The Scottish Junior Football Association.

54. There shall be the following categories of temporary transfer:
- 54.1 "Standard Temporary Transfer";
- 54.2 "Development Temporary Transfer"; and
- 54.3 until the earliest of midnight on 2 July 2018 and the date of termination of the term of the Emergency Temporary Transfer of the final Player who is the subject of such a category of temporary transfer, "Emergency Temporary Transfer". On whichever is the earliest of the dates last mentioned the category of Emergency Temporary Transfer shall cease to exist.
55. The term of a Standard Temporary Transfer and a Development Temporary Transfer of a Player to a Club must be set out in the written agreement between the parties concerned, must be at least until the first day of the immediately succeeding Registration Period and, subject to Regulations 64, may not be for less than 28 days.
56. The term of an Emergency Temporary Transfer must be set out in the written agreement between the parties concerned, may commence and/or terminate outside of a Registration Period, must commence not later than midnight on 31 March 2018 and must be for not less than 28 days and for not more than 93 days.
57. An Emergency Temporary Transfer may only be to a Club which is, at the commencement of the term of the Emergency Temporary Transfer, eligible to participate in: (i) the Championship; (ii) League One; (iii) League Two; or (iv) in any Scottish FA recognised league approved by the Board.
58. The full terms and conditions of a temporary transfer, including all financial terms as between the Club(s) and any club concerned, together with an express statement as to whether the temporary transfer is a Standard Temporary Transfer, a Development Temporary Transfer or an Emergency Temporary Transfer of a

Player, must be set out in the written agreement between the Club(s) and any club concerned, which must be Communicated to the Scottish FA by the Club(s) and any club concerned prior to the commencement of the term of the temporary transfer.

### **Restrictions on Temporary Transfers**

59. Subject to Regulations 64, a Club shall not:-

- (i) at any time have an aggregate of more than four Players Scottish FA Registered with it on the basis of Standard Temporary Transfers and Emergency Temporary Transfers combined;
- (ii) at any time have Scottish FA Registered with it on the basis of Standard Temporary Transfers and Emergency Temporary Transfers combined more than one Player who is not be an Under 23 Player;
- (iii) in any period of twelve months from 1 July in any one calendar year to 30 June (inclusive) in the next, Play in all Competitions more than two Players Scottish FA Registered with it on the basis of Standard Temporary Transfers and Emergency Temporary Transfers combined who are/were not Under 23 Players;
- (iv) at any time have more than one Player Scottish FA Registered with it on the basis of Standard Temporary Transfers and Emergency Temporary Transfers combined from any one Club for the time being eligible to participate in the same Division as itself;
- (v) at any time have more than two Players Scottish FA Registered with it on the basis of Standard Temporary Transfers and Emergency Temporary Transfers combined from any one Club for the time being eligible to participate in another Division from itself; and
- (vi) at any time have more than three Players Scottish FA Registered with it on the basis of Standard Temporary Transfers, Emergency Temporary Transfers and Development Temporary Transfers combined from any one Club.

60. Subject to Regulation 64, if a Club shall, in any period of twelve months from 1 July in any one calendar year to 30 June (inclusive) in the next:-

(i) have more than one Player Scottish FA Registered with it on the basis of Standard Temporary Transfer(s) and/or Emergency temporary Transfer(s) combined from a Club eligible to participate in the same Division as itself; and/or

(ii) two or more Players Scottish FA Registered with it on the basis of Standard Temporary Transfer(s) and/or Emergency Temporary Transfer(s) combined from another Club for the time being eligible to participate in another Division from itself,

the Scottish FA Registration(s) of the Player(s) most recently Scottish FA Registered with it shall immediately terminate such that there shall be the minimum number of terminations of Scottish FA Registrations required to secure compliance with these Regulations and any Player(s) whose Registration(s) are so terminated shall be dealt with in accordance with Regulation 67.

61. Subject to these Regulations, the maximum permitted number of Players permitted to become Scottish FA Registered to a Club on the basis of Standard Temporary Transfers and Emergency Temporary Transfers combined during the period from 1<sup>st</sup> July in any calendar year to 30<sup>th</sup> June (inclusive) in the following calendar year is five.

62. A Club shall not apply so as to have Scottish FA Registered with it more than four Players on the basis of Development Temporary Transfers at any one time.

### **International Temporary Transfers**

63. Nothing in these Regulations shall have the effect of imposing any limit on the number of Players a Club shall be permitted to have Scottish FA Registered and/or League Registered with that Club at any time or over any period of time on the basis of a temporary transfer where such temporary transfer has required, in order for it to take place, the issue of an International Transfer Certificate in accordance

with the FIFA Regulations for the Status and Transfer of Players for the time being and all such Players for whom such certificate was so required shall not count towards any of the limits specified in these Regulations on the numbers of Players who may be Scottish FA Registered and/or Registered with a Club on the basis of a temporary transfer at any time or over any period of time.

#### **Miscellaneous Provisions Relating to Domestic Temporary Transfers**

64. The Board may, notwithstanding the terms of these Regulations, in exceptional circumstances and on cause shown, at any time, on such conditions, for such period and/or from and/or to such date as the Board may determine, authorise the League Registration of a goalkeeper to a Club on the basis of a Standard Temporary Transfer.
65. Where the temporary transfer of a Player to a Club becomes permanent the transferee Club shall forthwith communicate same to the Scottish FA and the Player concerned shall then no longer be counted for the purposes of Regulations 59, 60, 61 and 62.
66. Other than as expressly provided for in the Rules and these Regulations, it shall not be permitted to stipulate when or against whom, a Player temporarily transferred may or may not Play and any such stipulation in any agreement shall be void and of no effect.
67. Except where otherwise directed by the Board in the case of a Standard Temporary Transfer authorised by the Board under and in terms of Regulation 64, on the expiry of the term or other termination of a Standard Temporary Transfer or a Development Temporary Transfer, the Scottish FA Registration of the Player concerned shall automatically revert to the transferor club on the first day of the next succeeding Registration Period, where such expiry or termination occurs outside of a Registration Period and on the date of such expiry or termination where such expiry or termination occurs during a Registration Period.
68. During the term of a temporary transfer the Player concerned shall not Play against

the transferor Club in a: (i) League Match; (ii) Play-Off Match; (iii) League Cup Match; (iv) match in the Challenge Cup; or (v) match in the Scottish Cup.

### **Development Temporary Transfers**

69. A Club may, subject to compliance with these Regulations, temporarily transfer by a Development Temporary Transfer any Under 23 Player League Registered with it, to another Club or club which is a member of a league approved by the Board for the purposes of Regulation 53.
70. For the purposes of these Regulations "Under 23 Player" means a Player who had not attained the age of 23 years on 31 December of the calendar year immediately before the calendar year in which the relevant Season commences.
71. Where there has been a Development Temporary Transfer of a Player the Player concerned shall:- (i) provided that in the relevant Season the transferor and transferee Clubs are not participating in the same division of the Development League, be eligible to Play for the transferor Club in the Development League; and (ii) provided he is otherwise eligible to Play in terms of the Scottish Professional Football League Challenge Cup Regulations and except in matches against his transferee Club, be eligible to Play for the transferor Club in any age limited team of the transferor Club participating in the Scottish Professional Football League Challenge Cup.
72. In the event that the transferor Club of a Player who is the subject of a Development Temporary Transfer has a match in the Development League and the transferee Club has an Official Match or other match which is part of organised football scheduled to take place within one clear day then, unless the transferee Club agrees otherwise in writing, the transferee Club will have selection priority of the Player for its relevant match and, in any event, a Player who is the subject of a Development Temporary Transfer shall not enter the field of play for different Clubs in Official Matches or other matches which are part of organised football taking place within one clear day of each other.

73. The term of a Development Temporary Transfer provided for in the written agreement between the relevant Clubs must terminate not later than the first day of the Registration Period immediately following the date on which the relevant Player ceases to qualify as an Under 23 Player or, where such a Player will cease to so qualify during a Registration Period, the term of his Development Temporary Transfer must terminate not later than the date when he so ceases to so qualify as an Under 23 Player. Notwithstanding that a Player who is the subject of a Development Temporary Transfer has ceased to qualify as an Under 23 Player on a date which is not within a Registration Period he shall, subject to compliance with this Regulation, be deemed for all purposes to continue to qualify as an Under 23 Player until the earlier of the first day of the next Registration Period and the expiry of the term of his Development Temporary Transfer.

#### **Trialists**

74. Trialists are not eligible to Play for a Club in League Matches in the Premiership and in the Championship, League Cup Matches, Matches in the Challenge Cup, League Matches in any Season on or after 1 April in that Season and in Play-Off Matches and otherwise and subject to compliance with the Rules and Regulations Trialists are eligible to Play in Official Matches.
75. Not more than two Trialists may Play for a Club in any one Official Match in which Trialists are eligible to Play.
76. An individual Trialist may Play as a Trialist in a maximum of three Official Matches in which Trialists are eligible to Play in any one Season for any one Club.
77. A Club intending to Play a Trialist in an Official Match must first give advance notification in writing to the Secretary of such intention and such notification must specify details of the relevant player's name and address, place and date of birth, previous club for which he last played (if any), previous club with and national association at which he was last registered (if any), and the national association in whose jurisdiction he last played.



78. No Trialist may receive any payment, benefit or consideration of any description from or on behalf of a Club in respect of or in connection with that Trialist' s participation in Football or in an activity connected with Football, other than in reimbursement of expenses actually incurred or to be actually incurred in Playing or training for that Club

### **Commitment Letters**

79. Any Club which wishes to offer to an Under 18 Player who is Scottish FA Registered as an Amateur Player to another Club an Amateur Registration at the Scottish FA with the offering Club ("the Offering Club") must first send written notification to the Club to which the Player is Scottish FA Registered ("the Scottish FA Registered Club") by recorded delivery post (a "Commitment Letter"), at the same time copying the Commitment Letter by recorded delivery to the Secretary, advising the Scottish FA Registered Club of its interest in the relevant Player and advising the Scottish FA Registered Club that if the relevant Player wishes to be Scottish FA Registered with the Offering Club then the Offering Club will forthwith on the Player becoming Scottish FA Registered with it, pay to the Scottish FA Registered Club, the full amount of any Scottish FA compensation, failing which any Development Contribution, payable in respect of the Under 18 Player concerned.
80. To be effective a Commitment Letter must be sent to the Scottish FA Registered Club and copied to the Secretary not less than 30 and not more than 90 days prior to the date of expiry of the then current Scottish FA Registration of the Under 18 Player concerned with the Scottish FA Registered Club.
81. Any Commitment Letter sent to the Scottish FA Registered Club is final, binding and irrevocable on the Offering Club and the Offering Club shall be bound to Scottish FA Register the Under 18 Player concerned, should the Under 18 Player concerned wish so to do, with the Offering Club forthwith at the expiry of his then current Scottish FA Registration with the Scottish FA Registered Club and the Offering Club shall on the same date as Scottish FA Registering the relevant Under 18 Player with the Offering Club make payment of all Scottish FA compensation or, as the case

may be, Development Contribution then payable to the Scottish FA Registered Club.

82. The Secretary on receipt by him of a copy of a Commitment Letter shall forthwith copy same by recorded delivery or electronically to the Under 18 Player concerned and shall confirm in writing that he has done so to the Offering Club and the Scottish FA Registered Club. Only on receipt of such confirmation from the Secretary it shall it be open to the Offering Club to seek to speak to the Under 18 Player concerned and his parents with a view to the Offering Club proposing to the Under 18 Player concerned that he Scottish FA Register as an Amateur Player with the Offering Club at the expiry of the then current Registration of the Under 18 Player concerned with the Scottish FA Registered Club.
83. If the Under 18 Player concerned or his parents shall at any time indicate to the Offering Club that he does not wish to Scottish FA Register with the Offering Club or if the Under 18 Player concerned or his parents shall at any time indicate to the Secretary that the Under 18 Player concerned does not wish to Scottish FA Register with the Offering Club and the Secretary so notifies the Offering Club, then, in either case, the Offering Club shall immediately withdraw, advise in writing the Secretary and Scottish FA Registered Club that it has done so and shall not seek directly or indirectly to make any further communication with the Under 18 Player concerned or his parents without first issuing a further Commitment Letter.
84. Under no circumstances shall the Offering Club, other than in reimbursement of expenses actually incurred or to be incurred, indirectly or directly make, pay, suggest or otherwise commit to or imply any form of financial inducement, consideration, reward or encouragement for the Under 18 Player concerned or his parents to agree to Scottish FA Register with the Offering Club and under no circumstances shall the Scottish FA Registered Club directly or indirectly make, pay, suggest or otherwise commit or imply any form of financial or other tangible inducement or consideration, reward or encouragement for the Under 18 Player concerned or his parents not to agree for the Under 18 Player concerned to be Scottish FA Registered as an Amateur Player with the Offering Club.

85. Except by means of an Commitment Letter issued in accordance with these Regulations, no Under 18 Amateur Player may be directly or indirectly, including through or by any third party, communicated with or approached by any Club or other Football club or any Official or Player of a Club or other Football club with the object or purpose of seeking, negotiating or arranging the Scottish FA Registration of such Under 18 Amateur Player concerned with any Club or other Football club other than the Club with which he is currently Scottish FA Registered.

## Annex 2

### THE SCOTTISH PROFESSIONAL FOOTBALL LEAGUE CUP COMPETITION REGULATIONS

#### 1 Introduction

1.1 Any word or phrase used in these Regulations which is defined in the Articles or Rules and which is not defined in these Regulations has, unless the context requires otherwise, the defined meaning ascribed to it in the Articles or Rules.

1.2 Where, in these Regulations, reference is made to a Regulation by number the reference is to a Regulation of these Regulations.

1.3 In these Regulations references to Clubs and clubs includes clubs from another Recognised League (as defined).

1.4 A reference to a Club or club in these Regulations includes, unless the context requires otherwise, the owner and operator of such Club or club.

1.5 In these Regulations, unless the context otherwise requires:

1.5.1 "**Competition**" means The Scottish Professional Football League Cup;

1.5.2 "**Extra Time**" has the meaning given to it in Clause 4.5;

1.5.3 "**Home Club**", which includes club, means the Club/club on whose ground the Match should be or should have been played, or where ground sharing is in operation or the Clubs/clubs play at a neutral venue, the Club/club whose name appears first;

1.5.4 "**Matches**" means matches and ties played or to be played in the Competition;

1.5.5 "**Penalty Kicks**" means kicks taken from the penalty mark in accordance with the procedures laid down by the International Football Association Board's Laws of the Game;

1.5.6 **"Regulations"** means the Regulations of the Scottish Professional Football League, as amended from time to time;

1.5.7 **"Rules"** means the rules of the Scottish Professional Football League, as amended from time to time;

1.5.8 **"Visiting Club"**, which includes club, means the Club/club which should play or should have played any Match on the ground of the Home Club and where ground sharing is in operation or the Match is to be played or is played at a neutral venue, the Club/club whose name appears second.

## 2 **Title**

The Competition shall be known as "The Scottish Professional Football League Cup" ("the Competition") or by any other title, including by branding, naming, sponsorship or the like, given to it from time to time by the Board.

## 3 **Board Powers**

3.1 The Board shall have full power to conduct, operate and control the Competition in terms of these Regulations.

3.2 In the event that any matter or thing shall arise in relation to the Competition which is not provided for in these Regulations or if any conflict shall arise between a matter provided for in the Rules and these Regulations then the Board shall be entitled to make whatever arrangements and determinations and give such directions to Clubs/clubs and others as the Board shall think appropriate in order to ensure the efficient operation and completion of the Competition.

## 4 **Competition Format and Participants**

### **General**

4.1 The Competition shall take place and be governed by these Regulations and by the Rules and Regulations of the Scottish Professional Football League and shall be played in accordance with the Laws of the Game. All Clubs and Players

participating in the Competition shall be bound by and comply with these Regulations (and any rule, regulation, direction, decision or determination issued pursuant to these Regulations).

### **Participants**

- 4.2 The Competition shall be contested by all Clubs in the League in the relevant Season and by the champion club of each of the Scottish Highland Football League and the Scottish Lowland Football League ("Recognised Leagues") in the immediately preceding season, subject that, in the event that a Club shall have been relegated from the League through the Pyramid Play-Off Competition at the end of the immediately preceding Season then such relegated Club, in substitution for the relevant champion club of the Scottish Highland Football League or the Scottish Lowland Football League in the immediately preceding season, which shall have been promoted to the League and which will be a Club competing in terms of this Regulation 4.2, shall be eligible to participate in the Competition.

### **Draws and Ballots**

- 4.3 The Board shall, in its sole discretion, determine the arrangements and methodology of the balloting to be held in respect of each round of the Competition with a view to fulfilling the Competition principles set out in these Regulations.

### **Rounds**

- 4.4 The Competition shall be played in numbered rounds designated as follows "[Number] Round" and "[Quarter Final/Semi Final/Final] Round".

### **Basis of Competition**

- 4.5 In all rounds, other than the First Round, the Competition shall be conducted on a 'knockout' basis with the winner being the Club or club with the greater number of goals at full-time. If the scores are equal at full time or no goals have been scored, an extra thirty minutes (15 minutes each way) of extra time will be played ("Extra

**Time**") and, if the scores are still equal or still no goals have been scored at the end of Extra Time, the winner shall be determined by taking Penalty Kicks.

4.6 If Penalty Kicks are required, the Match referee determines which goal will be used as follows:

4.6.1 if the Match referee determines that either goal could be used for the Penalty Kicks, then, in the presence of the two captains, the referee shall toss a coin to decide which goal will be used; or

4.6.2 if for reasons of safety/security, condition of the field of play, lighting or other reason, the Match referee determines that a particular goal shall be used for the Penalty Kicks, such decision shall be final and require no justification.

4.7 Following the procedure set out in Regulation 4.6, the Match referee shall toss a coin and the Club/club that wins the toss shall decide whether to take the first or second Penalty Kick.

#### **First Round – Group Stage**

4.8 The Clubs and clubs participating in the First Round shall be the thirty-eight Clubs of the League which are not, in relation to the relevant Season, participating in UEFA owned and operated competitions and the 2 other clubs which are eligible to participate in the Competition in terms of Regulation 4.2. An aggregate of 40 Clubs and clubs shall comprise 8 groups ("Groups"); each of 5 Clubs and/or club(s). This First Round shall be known as the "Group Stage", or such other title as shall be determined from time to time by the Board. The 40 Clubs and clubs participating in the Group Stage shall be seeded by the Board at its sole discretion based broadly on the respective performances of their first teams in League and Play-Off Competitions and other league competitions in which clubs participated in and immediately following the previous Season and seasons. Clubs and clubs will each be allocated by the Board, in its sole discretion, to one of the 8 Groups based broadly on a North and South regional basis and so as to achieve, so far as

reasonably practicable, an even distribution of Clubs and clubs based on seeding across the 4 Groups in each of the North and South regions.

- 4.9 Each Club and club in each Group will play each other once in a 'round robin' format so that each Club and club will play 4 Group Matches, 2 as the Home Club and 2 as the Visiting Club, in the Group Stage.
- 4.10 In the Group Stage the Club or club in each Group Match having scored the greater number of goals at full-time, i.e. after 90 minutes plus added time, shall be allocated 3 points and the Club or club having scored the lesser number of or 0 goals shall be allocated 0 points.
- 4.11 In the event that at full time in a Group Match the score is tied or there have been no goals scored then each Club or club shall be allocated 1 point and Penalty Kicks shall be taken with the winners of the Penalty Kick competition being awarded 1 bonus point.
- 4.12 When each of the Clubs and clubs participating in each of the Groups shall have played 4 Matches the winner of each Group shall be determined on the basis that the Club or club with the greatest allocated points in the group shall be the Group winner. In the event that 2 or more Clubs or clubs are equal on points at the top of a Group the Group winner shall be determined by the application of the following criteria in the following order:-
- (i) overall goal difference, with the greatest positive goal difference ranking highest;
  - (ii) most goals scored;
  - (iii) most away goals scored;
  - (iv) most matches won;
  - (v) most Away matches won; and
  - (vi) drawing of lots using a procedure determined by the Board.



The higher or earlier criteria will first be applied and lower or later criteria will only be applied where a higher or earlier criteria has failed to identify the Group winner. Where there are more than 2 Clubs or clubs to be differentiated based on these criteria and at any stage one or more of such Clubs or clubs is lower on the application of the criteria of 2 or more Clubs or clubs then such lower Club(s) or club(s) 'drops out' at that stage of the application of the criteria and no further criteria is applied to it to determine the Group winner. The results of any Penalty Kick competition shall be excluded from determining the rankings of Clubs pursuant to this Regulation 4.12. The score at full time shall be taken as the final score.

4.13 When each of the Clubs and clubs participating in each of the Groups shall have played 4 Matches the 4 runners up across all of the Groups shall be determined on the basis that the 4 Clubs or clubs with the 4 greatest numbers of points gained across all of the Groups shall be the 4 Group runners up. In the event that 2 or more Clubs or clubs are equal on points at the bottom of such group of Group runners up the Club(s) or club(s) which shall be the remaining Group runners up shall be determined by the application of the following criteria in the following order:-

(i) overall goal difference, with the greatest positive goal difference ranking highest;

(ii) most goals scored;

(iii) most away goals scored;

(iv) most matches won;

(v) most Away matches won; and

(vi) drawing of lots using a procedure determined by the Board.

The higher or earlier criteria will first be applied and lower or later criteria will only be applied where a higher or earlier criteria has failed to identify the Group runner up. Where there are more than 2 Club(s) or club(s) to be differentiated based on

these criteria and at any stage one or more of such Clubs or clubs is lower or later on the application of the criteria of 3 or more Club(s) or club(s) then such lower or later Club(s) or club(s) 'drops out' at that stage of the application of the criteria and no further criteria is applied to it to determine which are the 4 Group runners up. The results of any Penalty Kick competition shall be excluded from determining the rankings of Clubs pursuant to this Regulation 4.13. The score at full time shall be taken as the final score.

### **Second Round**

4.14 The 8 Group winners and 4 Group runners up identified as set out in the preceding Regulations shall qualify and be eligible to play in the Second Round of the Competition as shall the 4 Clubs taking part in UEFA owned and operated competitions in the relevant Season.

4.15 In the Second Round of the Competition, the 16 Clubs and clubs qualified and eligible to participate in this Second Round shall be included in a 'seeded' ballot to determine which two Clubs or clubs (one seeded and one unseeded) will play against each other in each of the 8 Second Round Matches. The Clubs or clubs which will be seeded in the Second Round of the Competition shall be the 4 Clubs participating in UEFA owned and operated competitions during the relevant Season which did not participate in the First Round of the Competition and the 4 highest ranked Clubs or clubs which were winners of one of the Groups in the First Round of the Competition. The 4 such seeded Group winners shall be determined in the first instance by the 4 Group winners which scored the highest number of points in their respective Groups. In the event that 2 or more Clubs or clubs are equal on points at the bottom of such 4 Group winners the remaining Club(s) or club(s) which shall be seeded in the Second Round of the Competition shall be determined by the application of the following criteria in the following order:-

(i) overall goal difference, with the greatest positive goal difference within each respective Group ranking highest;

(ii) most goals scored within each respective Group;

- (iii) most away goals scored within each respective Group;
- (iv) most matches won within each respective Group;
- (v) most Away matches won within each respective Group; and
- (vi) drawing of lots using a procedure determined by the Board.

The higher or earlier criteria will first be applied and lower or later criteria will only be applied where a higher or earlier criteria has failed to identify the additional 4 seeded Clubs or clubs. Where there are more than 2 Club(s) or club(s) to be differentiated based on these criteria and at any stage one or more of such Clubs or clubs is lower or later on the application of the criteria of 3 or more Club(s) or club(s) then such lower or later Club(s) or club(s) 'drops out' at that stage of the application of the criteria and no further criteria is applied to it to determine which are the 4 seeded Group winners. The results of any Penalty Kick competition shall be excluded from determining the rankings of Clubs pursuant to this Regulation 4.15. The score at full time shall be taken as the final score.

- 4.16 The ballot shall be organised by the Board on the basis that in each of the 8 Matches in the Second Round a seeded Club or club will play against an unseeded Club or club and the ballot shall determine which shall be the Home Club and which the Away Club. In the case of each Match in the Second Round of the Competition the Club or club drawn in the ballot first shall be the Home Club. The Clubs or clubs will play a single Match at the ground of the Home Club. The 8 winners from the Second Round will qualify to play in the Quarter Final Round.

#### **Quarter Finals**

- 4.17 In the Quarter Final Round of the Competition, the 8 Clubs and clubs qualified and eligible to participate in this Quarter Final Round shall be included in an 'unseeded' ballot to determine which two Clubs or clubs will play against each other in each of the 4 Quarter Final Round Matches. In the case of each such Match the Club or club drawn first shall be the Home Club. The Clubs will play a single Match at the ground

of the Home Club. The 4 winners from the Quarter Final Round will qualify to play in the Semi Final Round.

### **Semi Finals**

- 4.18 In the Semi Final Round of the Competition, the 4 Clubs and/or clubs qualified and eligible to participate in this Semi Final Round shall be included in an 'unseeded' ballot to determine which two Clubs or clubs will play against each other in each of the 2 Semi Final Round Matches. In the case of each such Match the Club or club drawn first shall be the Home Club. The Clubs or clubs will each play a single Match at a neutral venue or venues determined by the Board. The 2 winners from the Semi Final Round will qualify to play in the Final Round.

### **Final**

- 4.19 The winner of each of the Semi Finals shall contest the Final. The Final shall be played at a neutral venue determined by the Board.

## **5 Matches**

- 5.1 The half time interval in all Matches shall be of fifteen minutes' duration.
- 5.2 All Matches, including any re-scheduled Match, will be played on a date and at a time and venue determined by the Board.
- 5.3 In the event that the Board considers it appropriate the Board shall be entitled to schedule and/or re-schedule the date and time of any Match and to determine the venue and/or change the venue for any Match.
- 5.4 Both teams shall enter the field of play together in Matches along with the Match Officials no later than five minutes prior to the scheduled kick-off time.
- 5.5 All kick-offs must adhere to the time fixed by the Board. Clubs/clubs and Match referees must report any delays to the Board. Any Club/club causing a kick-off to be delayed by 15 minutes or more from the time advertised without sufficient reason (as determined by the Board in its absolute discretion) will be liable to a fine

of up to a maximum of £5,000 for a first offence and for a second or subsequent offence occurring within two years of the first offence shall be dealt with in accordance with the provisions of Section G of the Rules.

- 5.6 No Match shall be postponed except on the instructions of the appointed Match referee, the pitch inspector or the Board.
- 5.7 If a Match is postponed other than by the Board, such postponement shall be reported to the Secretary immediately by the appointed Match referee.
- 5.8 If a Match is postponed by the Board (other than the Semi Final and Final Rounds), it shall be the obligation of the Home Club to immediately notify the appointed Match Officials of such postponement. In the case of the Semi Finals and final, it shall be the Company's obligation.
- 5.9 Each Club or club shall play in all Matches in the Competition in which it is scheduled to play by the Board and at any rescheduled date, time and/or venue as determined from time to time by the Board.
- 5.10 The Board shall have power to waive or allow with conditions the use either in advance or retrospectively of any stadium for a Match where a Club or club is the Home Club notwithstanding any inability or failure of such Club or club to comply with any provision of the otherwise applying Rules.
- 5.11 Any Club or club without just cause failing to fulfil its fixture obligations in respect of a Match on the appointed date or dates shall be liable to be disqualified and/or subject to such other punishment as the Board may determine.
- 5.12 Without prejudice to any sanctions which may be imposed for a breach of these Regulations, a Club failing to fulfil a fixture obligation shall be liable to pay compensation for any expenses reasonably incurred by the opposing Club as a result of the failure. The amount of such compensation will be at the discretion of the Board which will consider every such case on its merits.

5.13 It is the responsibility of the Home Club or club to ensure that a qualified medical practitioner, failing which, a qualified paramedic, is in attendance throughout any Match in the Competition. In the case of Matches at neutral venues, the Semi Final and Final Rounds, it shall be the responsibility of the venue organiser in consultation with the Company to so ensure.

## 6 **Players**

6.1 Only up to three nominated substitutes for any one Club/club may Play in a Match, except in the event that Extra Time is played in any Match, where in such case a Club shall be permitted to use an additional substitute, a fourth in total, during such period of Extra Time. A Player who has been substituted may not Play in that Match again.

6.2 An authorised Official of each Club/club participating in a Match, must deliver to the Match referee, with a copy to an appropriate Official of the opposing Club/club, a 'Scottish Professional Football League - Match Information Form', in a form from time to time approved for use by the Board, with the match details and match commencement team information sections completed which specifies the Players who will Play in that Match for that Club, including the name(s) of the Club's nominated substitute(s), not less than 75 minutes before the scheduled kick-off time. Clubs/clubs shall be entitled to specify up to 18 such Players on such form. The completed form delivered to the referee and copied to the opposing Club/club shall state:

6.2.1 the Competition in which the match is to be played, the Clubs/clubs which will participate in the Match and the date, time and place of the scheduled Kick-off;

6.2.2 the full names of the Players who may Play for the Club/club in the Match, their squad numbers, if any, their dates of birth and the designated team captain; and

- 6.2.3 as the first Player listed, the Player who will fulfil the role of goalkeeper in the starting 11.
- 6.3 The completed form shall also state:-
- 6.3.1 the colour of the goalkeeper shirt which will be worn by any Player who will Play as the goalkeeper for that Club/club at any stage during such Match;
- 6.3.2 the colour(s) of shirts which will be worn by all outfield Players who will Play for that Club/club in the relevant Match; and
- 6.3.3 the names and, in each case, the position held at the Club/club, of the up to six persons who may, in addition to the substitutes, occupy positions in the technical area of the relevant Club/club during the Match.
- 6.4 Any Club or club failing to carry out these provisions will be dealt with at the discretion of the Board.
- 6.5 Any substitutions during the Match must be recorded by the Club or club on the substitution slips and handed to a Match Official prior to each substitution taking place.
- 6.6 If any Player (or substitute Player) named in a Match Information Form referred to in Regulation 6.2 (“**Match Form**”) is injured or otherwise incapacitated after the delivery of that Match Form to the Match referee but before the scheduled kick-off time, the Club/club may add the name of another League Registered Player to the Match Form as a Player or a substitute Player provided that:
- 6.6.1 the Club/club’s doctor (or if unavailable, another doctor), has certified that the injury or incapacity is such that the Player in question cannot reasonably be expected to play;
- 6.6.2 if the Player in question has been named in the starting 11 they may only be replaced by any of the seven substitutes listed on the initial Match Form. The substitute in question may only then be replaced by a League

Registered Player not listed on the initial Match Form, so that the quota of substitutes is not reduced;

6.6.3 if the Player in question has been named as one of the seven substitutes, they may only be replaced by a League Registered Player not listed on the initial Match Form; and

6.6.4 if the Player in question is a goalkeeper and no substitute goalkeeper has been named on the initial Match Form, the Player may be replaced by a League Registered player not listed on the initial Match Form.

Any amendment to the Match Form pursuant to this Regulation 6.6 shall be immediately communicated by the relevant Club/club to the Match referee, an appropriate Official of the opposing Club/club and to the media. The Club/club concerned must, upon request, provide the Company with the necessary medical certificates.

6.7 Six team Officials, and up to seven substitute Players are allowed to occupy positions in the technical area allocated for their Club/club. i.e. a total of 13 persons. The names of all such persons and their functions must be listed on the Match Form pursuant to Regulation 6.2.

6.8 No more than three substitutes from each team shall warm up at any one time in the area designated by the Match referee. The team fitness coach (as indicated on the Match Form) may join the Players warming up and is responsible for the implementation of any instructions from the Match referee.

6.9 Substitutes who are warming up in the area designated pursuant to Regulation 6.8 shall wear colours sufficient to distinguish them from those worn by the Players participating in the Match.

## **7 Player Colours and Numbers**

7.1 At least 7 days prior to all Matches, excluding the Semi Finals and Final, the competing Clubs/clubs shall notify each other and the Secretary of the kit it intends



its Players to wear in the Match. Such notification shall be made using the SPFL Match Kit Form and include the kit to be worn by the goalkeeper.

- 7.2 If the Secretary determines that there is, or is likely to be, a clash of colours, the Secretary in consultation with the Scottish FA Head of Referee Operations (being the head of the Scottish FA refereeing department by whatever name called), will determine, in accordance with the provisions of this Regulation 7, which colours should be worn by the Clubs/clubs scheduled to compete in the Match. The Secretary will notify the competing Clubs/clubs of the colours to be worn in the Match no later than 48 hours prior to the Match.
- 7.3 Notwithstanding Regulations 7.1 and 7.2, in the event of any dispute with regard to the playing kit to be worn by either Club/club the Match referee's decision as to whether there is a clash of colours shall be final.
- 7.4 When two competing Clubs/clubs having the same or similar first choice colours engage in a Match, the Visiting Club shall play in its second or third choice playing kit which must be different and distinct from the Home Club's first choice playing kit.
- 7.5 In the event of a clash of colours on Match day and the Visiting Club not having with them an alternative registered playing kit, then the Visiting Club will require to play in the Home Club's alternative colours and/or shorts and/or socks or, in the event there is still a colour clash, a combination of the Visiting Club's alternative colours and the Home Club's alternative colours.
- 7.6 In the event of a clash of colours on a Match day when Clubs/clubs are playing at a neutral venue including the Semi Final and Final, both or either competing Clubs/clubs may be required to change to second/third choice colours and/or shorts and/or socks, if directed by the Secretary.
- 7.7 The colour of the goalkeeper shirts must, in all cases, be clearly distinguishable from the colours of the shirts worn by all outfield Players of both competing Clubs/clubs and the Match Officials.

- 7.8 The Players' jerseys and shorts must be clearly numbered and the numbers must be distinct in colour from the remainder of the Players' kit.
- 7.9 Players participating in a Match and substitutes shall be numbered in accordance with the Match Form delivered to the Match referee pursuant to Regulation 6.2. There must be no change of numbers of or by Players during a Match.
- 7.10 Any Club/club in breach of or failing to fulfil these Regulations, including any club which is a member of a Recognised League and which participates in the Competition and thereby agrees to be bound by these Regulations and the Rules in so far as relating to and applying to this Competition, shall be liable to be dealt with and sanctioned in accordance with the terms of Section J of the Rules.

## **8 Eligibility of Players**

- 8.1 Except in the case of a player of a club from another Recognised League taking part in the Competition, to be eligible to Play in the Competition Players must be League Registered.
- 8.2 In the case of players of clubs from Recognised Leagues to be eligible to Play in the Competition they must be eligible to Play for the club participating in the Competition in the Recognised League and must be registered with the Scottish FA.
- 8.3 No Club or club shall Play, or list as a named substitute, any Player or player who, in the same Season, has already played in a Match by entering the field of play whether in the starting eleven or by being used as a substitute by another Club or club in the Competition.
- 8.4 It is the responsibility of each Club and club participating in the Competition to ensure that its Players are eligible to Play in any Match.
- 8.5 Trialists are not eligible to Play in the Competition.
- 8.6 Any Club or club in breach of or failing to fulfil these Regulations, including any club which is a member of a Recognised League and which participates in the Competition and thereby agrees to be bound by these Regulations and the Rules in

so far as relating to and applying to this Competition, shall be liable to be dealt with and sanctioned in accordance with the terms of Section J of the Rules.

## **9 Trophy and Awards**

9.1 The winners of the Competition shall hold the trophy and when it is handed over to the winner, that Club or club shall return same to the Secretary if and when required and in any case prior to the commencement of the next Season's Competition in the like good order and condition in which it was received.

9.2 It shall be the responsibility of the winning Club or club to arrange appropriate insurance cover for the trophy throughout the period when it is held by the Club or club.

9.3 The winners and runners-up in the Competition will receive such awards as the Board may decide.

9.4 The Board has full discretion to refuse to present a Player of a participating Club or club with an award (including a medal, trophy, token or other form of prize), which represents their achievement as runner-up and which they would otherwise be entitled to receive, at any time after the official presentation of such award if the Player refused or failed to collect the award at the appropriate time of its presentation.

## **10 Admission Charges and Shares of Gates**

10.1 Subject to Regulation 10.4, in all rounds of the Competition, excluding the Semi Finals and Final Round, the Board Minimum Recommended Prices of Ground Admission or the actual minimum admission price, whichever is the greater for adults, juveniles and senior citizens shall, after deducting 15% by the Home Club, be divided equally between the two Clubs participating in each Match. Prior to the commencement of the Competition in each Season, the Board shall fix the Minimum Recommended Prices of Ground Admission or if the Board does not so fix the Minimum Recommended Prices of Ground Admission same shall be deemed to be those which applied in the immediately preceding Competition. Unless and until

altered by the Board the Minimum Recommended Prices of Ground Admission shall be as stated below. The share of admission money in terms of this Regulation must be paid to the Visiting Club within ten days of the date of the relevant Match. Any Club failing to pay, detail or return as before provided, or any Club or club failing immediately to report non-payments of receipts due to it, shall be dealt with as the Board may think fit.

- 10.2 Where Clubs/clubs in different divisions and/or Recognised Leagues are in opposition against each other, the applicable Board Minimum Recommended Prices of Ground Admission shall be the prices applicable to the Club/club in the higher division.
- 10.3 Attendance statistics on forms provided by the League must be sent by the Home Club to the Secretary within three days of each Match. Clubs/clubs failing to comply, or making any error therein or any omissions therefrom shall pay a fine of such amount as the Board may determine. In the case of the Semi Final and Final Rounds, it shall be the responsibility of the Company to record such information.
- 10.4 Any Club or club wishing to charge less than the Board Minimum Recommended Prices of Ground Admission must obtain the consent of its opponent prior to the Match taking place and the agreed admission prices shall be divided as provided in Regulation 10.1.
- 10.5 In all rounds of the Competition, excluding the Semi Final and Final Rounds, Clubs and clubs shall only be entitled to deduct a limit of 10% of the total number of spectators admitted to a Match subject to such limit not exceeding 1,000 persons. The numbers in excess of this figure must be returned in the gross gate and divided in the ratio of 75% adult, 25% juvenile and senior citizens of the Board Minimum Recommended Prices of Ground Admission.
- 10.6 Payment for tickets sold by a Visiting Club or club together with the details of tickets sold, and the return of unsold tickets, must be made to the Home Club within ten days of the date of the Match taking place. Any Club or club failing to

pay, detail or return as before provided, or any Club or club failing at once to report non-payments of receipts due to it, shall be dealt with as the Board may think fit.

10.7 For each Match in the Semi Final Round of the Competition:

10.7.1 15% (or such lesser percentage as the Company may be able to agree) of the gross admission receipts after deduction of the applicable VAT shall be paid to the neutral venue owner and operator as payment for the hire of the stadium and associated services;

10.7.2 following the payment specified at Regulation 10.7.1, the Match expenses and costs incurred by the Company or for which the Company is liable shall then be deducted from the remaining balance and applied in the discharge and/or reimbursement of such expenses and costs;

10.7.3 the Company shall retain 5% of the remaining balance following the payments specified at Regulations 10.7.1 and 10.7.2; and

10.7.4 following all payments specified in this Regulation 10.7 the remaining net admission receipts after all such deductions, payments etc. shall have been made and/or allowed for shall be divided equally amongst the four competing Clubs or clubs which participated in the Semi Final Round of the Competition.

10.8 For the Final Match of the Competition:

10.8.1 20% (or such lesser percentage as the Company may be able to agree) of the gross admission receipts after deduction of the applicable VAT shall be paid to the neutral venue owner and operator as payment for the hire of the stadium and associated services;

10.8.2 following the payment specified at Regulation 10.8.1, the Match expenses and costs incurred by the Company or for which the Company is liable shall then be deducted from the remaining balance and applied in the discharge and/or reimbursement of such expenses and costs;

- 10.8.3 the Company shall retain 5% of the remaining balance following the payments specified at Regulations 10.8.1 and 10.8.2; and
- 10.8.4 following all payments specified in this Regulation 10.8 the remaining net admission receipts after all such deductions, payments etc. shall have been made and/or allowed for shall be divided equally amongst the four competing Clubs or clubs which participated in the Semi Final Round of the Competition.
- 10.9 In the Semi Final and Final Rounds, payments for tickets sold by each competing Club or club together with details of tickets sold, and the return of unsold tickets, must be made to the League within ten days of the date of the Match. The League shall be entitled to offset all TV and sponsorship revenues relating to the Matches due to the Club or club against all sums due by the Club or club to the League in terms of this Regulation. Any Club or club failing to pay any balance due to the League or detail or return as before provided within 10 days of receipt by the Club or club of said revenues from the League shall pay a penalty of £3,000 to the League together with interest on all sums due to the League and such interest shall be calculated on a daily basis at a rate of 5% per annum over the Bank of Scotland base rate compounded monthly on the first day of each calendar month.
- 10.10 VAT shall be chargeable in addition to all sums provided for in this Regulation 10 which are payable to the Company or to the Club/club or other stadium operator which provided the neutral venue.
- 11 **Admission Arrangements for Visiting Clubs and clubs**
- 11.1 The Home Club shall forward to the Visiting Club 'without charge' tickets, in the numbers set out below, so that they will be in the hands of the Visiting Club on or before the fifth day before the Match (unless under circumstances which render this impracticable) - 10 for Directors' Box, 40 for the Stand.
- 11.2 No Official or Player of the Visiting Club shall be entitled to enter the Home Club's Ground without a ticket.

## 12 **Division of Receipts in Abandoned and Replayed Matches**

12.1 In the event of any Match up to and including the Quarter Final Round, being abandoned unfinished owing to causes over which neither competing Club or club has any control, or being ordered to be replayed, the entire gate receipts of the replayed Match, after deduction of 15% by the Home Club, will be divided equally between the two competing Clubs or clubs.

12.2 In the event of a Semi Final Match being abandoned unfinished owing to causes over which neither competing Club or club has any control, or being ordered to be replayed, the entire receipts of the replayed Semi Final Match, after paying the expenses of the Company in relation to the Match as determined by the Board, shall be pooled and equally divided among the four competing Clubs or clubs.

12.3 In the event of the Final being abandoned unfinished owing to causes over which neither competing Club or club has any control, or being ordered to be replayed, the entire receipts at the replayed Final, after deduction of the expenses of the Company in relation to the Match as determined by the Board will be divided equally between the two competing Clubs or clubs.

## 13 **Neutral Venues**

13.1 In the event of a neutral venue being used other than in the Semi Final Round and Final Round of the Competition, the Club or third party providing the stadium, unless otherwise mutually agreed between the Club or clubs taking part in the Match, the Company and Club or third party providing the stadium, will be entitled to such percentage of the Match revenue as agreed with the Company taking into account the entire receipts for the Stands, Enclosures and Ground admissions, less the expenses of the Company in relation to the Match as determined by the Board.

## 14 **Financial Records**

14.1 All Clubs/clubs shall keep detailed financial records and the Board may arrange for an inspection of all such records and/or require delivery of copies of such records within a time specified, with particular reference to turnstile arrangements.

15 **Prohibited Conduct**

15.1 Any Club or club, Official, Player or agent acting on any of their behalf's or the Associate of any of them, offering or receiving whether directly or indirectly any payment, benefit, consideration, concession, bonus or any other inducement, to or from another Club or club, Official, Player or agent acting on any of their behalf's or the Associate of any of them or any other person or party other than, in the case of an Official or Player, their own Club under and in terms of their contract of service, to influence the result or any other aspect of a Match shall, subject to the terms of these Regulations, be in breach of these Regulations and be liable to such sanction(s) and/or condition(s) which the Board or a Commission shall determine in accordance with Section J of the Rules.

16 **Full Strength Teams**

16.1 Each Club or club shall play its full strength first team in all Matches, unless some explanation which is satisfactory to the Board is provided. In the event of the explanation not being deemed satisfactory, the Club or club concerned shall be deemed in breach of this Regulation and shall be dealt with in accordance with Section J of the Rules.

17 **Match Officials**

17.1 The Match Officials for all Matches shall be appointed by the Scottish FA.

17.2 By accepting the appointment for a Match, each Match Official shall be deemed to have given any consent which may be necessary for the purposes of Part II of the Copyright, Designs and Patents Act 1988 or any statutory modification or re-enactment for the time being in force, for the recording and broadcasting of that Match by or on behalf of the League

17.3 The level and all other terms of payment for remuneration of Match Officials shall be determined by the Board.

17.4 The League shall pay the fees and expenses of the Match Officials in all Matches.



- 17.5 The Match referee shall have power to decide as to the fitness of the ground, its pitch and surrounds in all Matches and each Home Club or club in respect of any Match must take every reasonable precaution to keep its ground in a playable condition.
- 17.6 Referees shall, at the request of the Secretary, or with the consent of the Secretary at the request of either of the competing Clubs or clubs, visit the ground on a date and time before the advertised time of kick-off. Referees shall, in these circumstances, adjudicate on the fitness of the ground and take any appropriate decisions and the Home Club and Secretary shall be notified accordingly.
- 17.7 Match Officials shall normally be present at their appointment at least one and a half hours prior to the advertised time of kick-off, in the event of an earlier inspection being required.
- 17.8 By accepting the appointment for a Match, or to carry out a pitch inspection, each Match Official shall be deemed to accept that he or she is classified as self-employed with regard to accounting for payments due in respect of fees paid to him or her by the Company.
- 17.9 Except by decision of the Board, the consent of the Match referee must be obtained before the kick-off can be altered from the advertised time on the day of a Match.
- 17.10 Referees must immediately report late starts of Matches and late arrivals of assistant referees and/or themselves to the Secretary.
- 17.11 The Match Officials shall have both teams prepared to enter the field of play together five minutes prior to the kick-off time.
- 17.12 The Match Officials must, in a timely fashion and in any event within 24 hours, report in writing to the Scottish FA and to the Secretary, all instances with details of misconduct and/or Unacceptable Conduct of Players, Officials or spectators in accordance with Scottish FA Rules and Regulations and the Rules relating to Unacceptable Conduct.

17.13 Within two hours of the end of a Match the referee of that Match shall send a Match Report by email from the ground at which such Match was played to the Secretary and to the Scottish FA containing details of the result of the Match, the participating Clubs' Match Forms, the substitutes used, cautions and orderings-off, if any, and the name of any scorers. The Referee shall also send a copy of such Match Report by first class post to the Scottish FA and to the Secretary within three days of the date of the Match.

## 18 **Football**

18.1 A new ball of FIFA first grade quality shall be used for each Match. For so long as a ball or balls is/are provided by the League to any of the participating Clubs, each Home Club must ensure that (i) the ball(s) supplied is/are the ball(s) used in Matches and (ii) shall have available for use if necessary a match ball and a sufficient number (being not less than two) of reserve balls, at least one of which shall be an orange or yellow coloured ball.

## 19 **Commercial Arrangements**

19.1 In connection with the Competition, the Company acting through the Board shall have power to conclude and administer contracts with commercial sponsors, broadcasters, publishers and others.

19.2 Such contracts shall include, but not be restricted to:

19.2.1 sponsorship of the Competition;

19.2.2 Transmission, Radio Transmission, Other Transmission and recording by any means of the Matches;

19.2.3 commercial exploitation of the League's name, badge, emblem, and trademark in connection with the Competition; and

19.2.4 publications including sound and video recordings relating to the history and fixtures of the Competition.

- 19.3 The Clubs and the clubs participating in the Competition and each of them agree to centrally pool and market their rights, facilities and properties relating to and concerning, Radio Transmission and Transmission of Matches for exclusive exploitation by the Company of Radio Transmission and Transmission of Matches.
- 19.4 Subject that a Club or club shall not, other than in respect of contracts entered into by the Company relating to Radio Transmission or Transmission of Matches, be obliged to comply with this Regulation 19.4 if to do so would result in that Club or club being in breach of a contractual obligation entered into prior to the Company determining to enter into the contract concerned, the Clubs and clubs and each of them shall license and otherwise provide to the Company the use of such of their other rights, facilities and properties as may be required by the Company to enable the Company to enter into and/or fulfil the Company's obligations under and in terms of contracts concerning or relating to the Competition.
- 19.5 The Company shall be entitled, for the purposes of contracts entered into or to be entered into by the Company in relation to the Competition, to sub-license, package or otherwise deal in or with any rights, facilities and properties licensed or otherwise provided to the Company by the Clubs and clubs and each of them.
- 19.6 The Company shall not grant or purport to grant any exclusive right or rights in relation to Other Transmission of Matches, which would have the object or effect, whether intentionally or otherwise, of preventing or inhibiting the Clubs or clubs or any of them from exercising any rights available to them, which they are not expressly prohibited from exercising in terms of these Regulations.
- 19.7 Except pursuant to a contract entered into by the Company in relation to the Competition, each of the Clubs and clubs shall in respect of a Match played at their Home Ground procure that there shall not be any Radio Transmission and/or Transmission of all or any part of that Match without the approval of the Board.
- 19.8 The Clubs and clubs and each of them shall not by act or omission infringe any exclusive rights granted by the Company in a contract entered into by the Company

in relation to Radio Transmission and/or Transmission of a Match or Matches or otherwise cause any breach thereof to occur.

- 19.9 The Clubs and clubs and each of them shall not grant or purport to grant any exclusive right or rights or generally enter into or accept any obligation in relation to Other Transmission of Matches which has or would have the effect, whether intended or otherwise, of preventing, restricting or inhibiting the Company from or disadvantaging the Company in competing with the Club or club or any third party in the Other Transmission of Matches.
- 19.10 Where a Club or club shall be involved in the broadcasting and/or transmitting by means of Other Transmission outwith the British Isles of moving pictures of all or any part of a Match, other than pursuant to a contract entered into by the Company in relation to the Competition, it shall use its best endeavours to procure, including by use of legal proceedings at its own instance, that no broadcasting and/or transmission which is or would be prohibited within the British Isles by these Regulations shall be broadcast and/or transmitted by any person or party, whether with or without the permission of the Club or club concerned, within, to or which shall be capable of being received in the British Isles.
- 19.11 Except pursuant to a contract entered into by the Company in relation to the Competition, there shall not, without the approval of the Board, be any Other Transmission, within the British Isles, of moving pictures of all or any part of a Match within any period provided for in a contract entered in to by the Company in relation to or in connection with the Competition and in any event not, in the case of a Match played on a Saturday until midnight on the next day and on any other day until midnight on that day.
- 19.12 Clubs and clubs may enter into commercial arrangements or sponsorship agreements relating to their participation in the Competition provided always that Clubs and clubs ensure that such arrangements or agreements do not conflict with these Regulations, the Rules and/or any commercial arrangements or sponsorship

agreements negotiated by the Board on behalf of the Company in relation to or in connection with the Competition.

- 19.13 All commercial income received by the Company in terms of any contract referred to in this Regulation shall be Other Revenue.
- 19.14 The Company shall not contract in a contract entered into by the Company in relation to the Competition so as to require any Home Club or club to provide, for central exploitation, more than 12 trackside advertising spaces or equivalent at a Match.
- 19.15 Without prejudice to the generality of this Regulation 19 each Club and club must, if required by a/the sponsor of all or part of the Competition, make available the following rights, facilities and properties:
- (a) admit the sponsor to its ground for the purpose of photographing any Match;
  - (b) subject to Regulation 19.14 of these Regulations, make available perimeter advertising boards in appropriate positions and/or such time and exposure on LED Perimeter Boards all as the Board may determine;
  - (c) acknowledge the sponsor on the cover of a Match day programme;
  - (d) acknowledge the sponsor in at least one public address announcement prior to the Match;
  - (e) make available one page of advertising or editorial material in the Match day programme;
  - (f) provide 10 (or in the case of Semi Final and Final Rounds such greater number as the Board may determine) complimentary tickets and tickets at face value as directed by the Board in terms of any sponsorship agreement or agreements;

- (g) provide suitable hospitality for the sponsors and their guests as directed by the Board in terms of the sponsorship agreement or agreements, and
- (h) provide any other rights, facilities and properties which the Board may require it to provide so as to enable the Company to comply with any sponsorship agreements concluded.

## 20 **Media Co-operation Requirements**

20.1 At every Match which is televised or in respect of which moving pictures are to be recorded by or on behalf of the Company, Home Clubs are required to:

- (a) grant access to reporters, technicians, cameramen, interviewers and others working with or for television, radio and other broadcast media partners with which the Company has a commercial contract in relation to the Competition or who are working under a contract with and for the Company to the tunnel and trackside area prior to kick-off for the purpose of approaching Players and Club or club Officials on the football management and coaching staff of Clubs and clubs for interviews during this period (N.B. the decision whether to speak to such media remains with the individuals themselves and Club or club may require that any interview requests are directed through their PR or operations staff) and ensure that branded backdrop boards provided by or on behalf of the Company are suitably located for such interviews; and
- (b) make reasonable provision for the representatives of the Visiting Club's official website.

20.2 At every Match which is televised or in respect of which moving pictures are to be recorded by or on behalf of the Company, Clubs and/or clubs are required to:

- (a) ensure that all television and other interviews in front of a camera recording moving images for broadcast take place in front of the branded backdrop boards provided by or on behalf of the Company;
- (b) ensure that its Players participate in the pre-Match "Handshake", if any, and for live televised Matches allow at least one cameraman pitch access for the duration of the handshake; and
- (c) make available at least one Official on the football management or coaching staff of the Club or club and at least one Player who Played in the Match for interview after the Match within 30 minutes of the final whistle, giving priority to broadcast media partners of the Company with which the Company has a contract for the purposes of these Regulations which is broadcasting live (N.B. the Company's media guidelines to Clubs and clubs provide that post-Match interviews should take place within 10 minutes of the final whistle).

## 21 **Application of Rules**

- 21.1 Rules G7, G53 and G54, G57–G64 (inclusive), G76-G85 (inclusive), Section H (all), I33-I41, I52-I54, Section J (all), Appendices 1, 2 and 5 and Annexes 1 (Clubs only), 5, 6 and 8 (Clubs only) shall apply to the Competition with Matches in the Competition substituted for League Matches and Play-Off Matches.

### **Board Minimum Prices for Ground Admission for League Cup**

#### **Group Stage**

Adult - £12.00; Juveniles and Senior Citizens - £6;

#### **All Other Rounds (excluding Semi Finals and Final)**

The Premiership – Adult - £18.00; Juveniles and Senior Citizens - £12.00;

The Championship - Adult - £12.00; Juveniles and Senior Citizens - £6.00;

League One - Adult - £10.00; Juveniles and Senior Citizens - £5.00;

League Two, the Scottish Highland Football League and the Scottish Lowland Football League - Adult - £9.00; Juveniles and Senior Citizens - £4.50.

### **Annex 3**

#### **THE SCOTTISH PROFESSIONAL FOOTBALL LEAGUE UNDER 20 LEAGUE COMPETITION REGULATIONS OPERATED UNDER THE TITLE OF THE SPFL DEVELOPMENT LEAGUE (“THE DEVELOPMENT LEAGUE”)**

##### **A. Eligibility and Divisional Arrangements**

- A1 All Premiership Clubs for the time being are eligible to and must participate in the Development League; such participation being either by playing in the first division of the Development League or by operating for a Season an alternative method, programme and/or arrangement for the development of Under 20 Players which has been approved by the Board as not comprising playing in the Development League and which may include playing in other domestic competitions including in colt teams and/or domestic cup competitions. Championship, League One and League Two Clubs for the time being which (i) have the status of 4\*, 5\* or 6\* within the Scottish FA Club Academy Scotland arrangements or equivalent standing as determined by the Board for the three Seasons prior to the Season in relation to which participation is sought and/or (ii) Played in the Premiership during the previous Season and/or (iii) are invited in the discretion of the Board to participate in the first division of the Development League in any Season, are also eligible to participate in the first division of the Development League.



- A2 Eligible Championship, League One and League Two Clubs which wish to participate in the first division of the Development League during a Season must advise the SPFL Secretary in writing by not later than 1 June before the commencement of that Season. Failure to provide such written notification in timely fashion shall mean that a Club will not be eligible to participate in the first division of the Development League during the forthcoming Season.
- A3 Championship, League One and League Two Clubs, League Two Clubs relegated through the Pyramid Play-Off Competition for up to the two Seasons following relegation and Highland League and Lowland League Clubs at the individual invitation of the Board, not participating in the first division of the Development League in any Season are eligible to and may participate in the second division of the Development League in any Season. Any Championship, League One and League Two Club which wishes to participate in the second division of the Development League during a Season must advise the SPFL Secretary in writing not later than 14 July before the commencement of that Season. Subject to the remaining provisions of this Regulation A3, failure to provide such written notification in timely fashion shall mean, except where the Board shall exercise its discretion to allow such a Club to so participate, that a Club will not be eligible to participate in the second division of the Development League during the relevant Season. Any Championship, League One and League Two Club which participates in the second division of the Development League in any Season shall be automatically deemed to have given the notification required by this Regulation A3 in respect of the immediately succeeding Season and shall be eligible, unless participating in the first division of the Development League in the immediately succeeding Season, to participate in the second division of the SPFL Development League in such immediately succeeding Season.
- A4 In the event that the number of Clubs eligible or deemed eligible to participate in the second division of the Development League in any Season is greater than the Board considers can practicably be included in a single division then the Board shall divide the Clubs so eligible or deemed eligible into two sections, the North and East and the

South and West sections and shall allocate such Clubs to such sections broadly on the basis of the geographical location of the Registered Ground of the Clubs concerned. The Board's decision on the allocation of each such Club to a section shall be final and binding.

- A5 A Premiership Club which has received approval from the Board to participate in the Development League for a Season other than by playing in the first, or other, division thereof shall not require to comply with the provisions of these Regulations which relate to playing in the first or other division of the Development League and shall keep the Company advised by means of at least quarterly written reports of the steps taken by it in the last quarter and which it intends to take in the next quarter to train and develop its Under 20 Players together with a brief evaluation of any development progress being made. By not later than 1<sup>st</sup> May of any Season in which it does not play in the Development League such Club shall provide to the company a written evaluative report setting out the training and development measures adopted by it as regards its Under 20 Players during the Season and preceding Close Season, how, if at all, such measures have improved or otherwise the training and development of its Under 20 Players compared with what would have been expected had it played in the Development League in that Season, its proposals for participation in the Development League in the succeeding Season and what adjustments, if any, might be considered to be made to the Development League to improve the training and development of Under 20 Players at Clubs in Scotland.

**B. Basis of Competition**

- B1 Each Club shall comply with and play in the relevant fixtures comprised in the fixture schedule determined by the Board for each division and, as the case may be, section of a division of the Development League in a Season. So far as reasonably practicable the fixture schedule determined by the Board shall require Clubs to play equal numbers of home and away games. The Board may determine that in a Season all Clubs will play all other Clubs in the same division or, as the case may be, section once or twice; in the latter case on a Home and Away basis.

- B2 Three points shall be awarded to the winning Club in each Development League Match which is won and one point to each Club involved in a Development League Match which is drawn.
- B3 At the end of each Season (following completion of all first division Development League Matches) the Club achieving the highest number of points during that Season shall be declared the Champion Club of the SPFL Development League ("the Champion SPFL Development League Club").
- B4 If any two or more Clubs are equal in points at the end of the Season in any division or, as the case may be section, the higher placed Club shall be the Club with the larger or largest positive goal difference (or the lower or lowest negative goal difference where appropriate). Goal difference shall be determined by deducting the goals conceded from the goals scored in all Development League Matches played during the Season. In the event of the goal difference being equal, the higher placed Club shall be the Club, which has scored most goals in Development League Matches during the Season.
- B5 If two or more Clubs have the same goal difference and have scored the same number of goals in the relevant Season and their positions in the relevant division or section as the case may be of the Development League have a bearing on deciding which Club is the Champion SPFL Development League Club or Champion Club of the relevant division or the top Club in a section as the case may be, then the Clubs concerned shall play-off a deciding Development League Match on a date and at a neutral ground as determined by the Board. Such deciding Development League Match shall be of 90 minutes duration with 30 minutes of extra time and kicks from the penalty mark if necessary. The net gate money in any such play-off match after deducting expenses shall be divided equally between the competing Clubs. Any Club staging a play-off match shall be entitled to charge, as an expense against the receipts of the match, a ground facility fee of 20% of the gross gate receipts after deduction of Value Added Tax.

- B6 If two or more Clubs have the same goal difference and have scored the same number of goals in the relevant Season in the relevant division or section as the case may be but their positions in the in the relevant division or section as the case may be do not have a bearing on deciding which Club is the Champion Club of the relevant division or the leading Club of a section as the case may be then the Clubs concerned shall not play-off a deciding Development League Match and shall be deemed to have finished in equal positions for all purposes.
- B7 The Club declared the Champion SPFL Development League Club shall hold the SPFL Development League Championship Trophy until the next Season's Development League Competition is concluded. When the Champion Club has been ascertained, the Trophy shall be handed over to the winner who shall return the same to the Company at the League Office not later than 3 weeks prior to the end of the next following Season, in good order and condition and in any event as soon as reasonably practicable following a request from the Board. It shall be the responsibility of the Champion Club to arrange appropriate insurance cover for the trophy throughout the period when it is held by the Club.
- B8 The Company shall present the Champion SPFL Development League Club in any Season with 25 SPFL Development League Championship medals for Players, other staff and Club Officials. Only those Players who participated in 25% or more of the Development League Matches for the Champion Club in the relevant Season will be eligible to receive such medals.
- B9 In the event that the second division of the Development League is played in sections in any Season there shall be a second division Development League Play-Off final between the top Club at the end of the Season in each of the North and East and South and West sections of the second division of the Development League. The winning Club in each such section will be the Club to score the greatest number of goals over the two matches in each tie. In the event that the aggregate scores are equal after the second leg of each tie extra-time of 30 minutes (i.e. 15 minutes each

way) will take place and thereafter if necessary kicks from the penalty mark will be taken in accordance with the rules laid down by the International Football Association Board which will determine the winner

- B10 The Club declared the "Second Division Champion SPFL Development League Club" being the top Club in the second division of the Development League or as the case may be the winner of the second division of the Development League Play-Off Final shall hold the "Second Division SPFL Development League Championship Trophy" until the next Season's Development League Competition is concluded. When the second division Champion SPFL Development League Club has been ascertained, the Trophy shall be handed over to the winner who shall return the same to the Company at the League Office not later than 3 weeks prior to the end of the next following Season, in good order and condition and in any event as soon as reasonably practicable following a request from the Board. It shall be the responsibility of the second division Champion Club to arrange appropriate insurance cover for the trophy throughout the period when it is held by the Club.
- B11 The Company shall present the Second Division Champion SPFL Development League Club in any Season with 25 Second Division SPFL Development League Championship medals for Players, other staff and Club Officials. Only those Players who participated in 25% or more of the second division Development League Matches for the Second Division Champion SPFL Development League Club in the relevant Season will be eligible to receive such medals.
- B12 Any Club, Official, Player or agent acting on any of their behalf's or the Associate of any of them, offering or receiving whether directly or indirectly any payment, benefit, consideration, concession, bonus or any other inducement, to or from another Club, Official, Player or agent acting on any of their behalf's or the Associate of any of them or any other person or party other than, in the case of an Official or Player, their own Club under and in terms of their contract of service, to influence the result or any other aspect of a Match in the Competition shall, subject to the terms of these Regulations, be liable to expulsion, suspension, fine or any other

sanction(s) and/or condition(s) which the Board or a Commission shall consider appropriate. Any Club in any way involved in or concerned, whether directly or indirectly with any such payment, benefit, consideration, concession, bonus or any other inducement shall be in breach of these Regulations and be liable to expulsion, suspension, fine or any other sanction(s) and/or condition(s) which the Board or a Commission shall consider appropriate.

**C. Match Arrangements**

- C1 The Board shall specify all Development League Match fixtures as soon as practicable prior to the commencement of the Season. Subject to the provisions of this Regulation C1, Development League Matches shall normally be scheduled by the Board to be played on Monday or Tuesday evenings at 6.00pm or 7.00 pm, and Clubs so far as reasonably practicable shall be a Home Club on one week and a Visiting Club the next. Development League Matches, other than Development League Matches between Inverness Caledonian Thistle FC and Ross County FC, involving one or two of Aberdeen FC, Inverness Caledonian FC and Ross County FC may be scheduled by the Board to be played starting during the afternoon on a Monday or a Tuesday between the second Monday in November and the second Tuesday in March. Further and in any event, Development League Matches involving any two Clubs whose Registered Grounds are separated by road travel time of greater than 2 hours and 30 minutes (as per the [www.theaa.com/route-planner/website](http://www.theaa.com/route-planner/website)) may be scheduled by the Board to be played on Monday or Tuesday afternoons at 2.00 pm. The Board shall have discretion to reschedule any Development League Match as it shall consider appropriate.
- C2 The fixture schedule specified by the Board shall include one blank date each month on which Clubs may arrange friendly matches.
- C3 All Development League Matches shall, unless rearranged on the application of the competing Clubs and with the approval of the Board, or on the instruction of the Board in accordance with these Regulations, be played on the dates and times

scheduled at the commencement of the Season. The Board shall have authority to order that any Development League Match be moved from the scheduled date in order to facilitate the re-arrangement of fixtures, provided that, where any proposed re-arrangement has not previously been approved by any Clubs which might be affected thereby, the Board shall consult with and shall take into account any representations made by such Clubs before making any order under this Regulation.

- C3A The appointment of Match Officials shall be the responsibility of the Scottish FA in accordance with the agreement reached between the SPFL and the Scottish FA from time to time.
- C4 A Club shall be entitled to apply to the Board for the postponement of any Development League Match where five or more of its Players are unavailable through international selection and, following receipt of such an application, the Board may postpone and rearrange the Development League Match.
- C5 The Board shall determine the time of kick-off for all Development League Matches.
- C6 Both teams shall enter the field of play together no later than five minutes prior to the kick-off time, along with the Match Officials.
- C7 In all Development League Matches the half-time interval shall be fifteen minutes.
- C8 All Development League Matches shall be of 90 minutes' duration, with two equal halves of 45 minutes. But any Development League Match that, from any cause whatever, falls short of 90 minutes' duration may be ordered to count as a completed fixture or to be replayed in full as the Board may in its absolute discretion determine.
- C9 All Development League Matches shall be played in compliance with these Regulations and the Laws of the Game.

- C10 The ball or balls to be used in all Development League Matches shall comply with the Laws of the Game and be of a type as shall be specified by the Board from time to time.
- C11 At and during all Development League Matches, the Home Club shall have available for use if necessary a match ball and a sufficient number (being not less than two) of reserve balls, at least one of which shall be an orange or yellow coloured ball.
- C12 Within 2 hours of the end of a Development League Match, the Referee of that Match shall send a Match Report by fax, if available, from the ground at which such Development League Match was played to the League and to the Scottish FA containing details of the result of the Development League Match, the participating Clubs' team lists, the substitutes used, cautions and orderings-off, if any and the name of any scorers. The Referee shall also send a copy of such Match Report by first class post to the Scottish FA and to the League to arrive within 3 working days of the date of the Development League Match.
- C13 No Development League Match shall be postponed except on the instructions of the appointed Referee or pitch inspector or by the Board.
- C14 If a Development League Match is postponed other than by the Board, such postponement shall be reported as soon as reasonably practicable to the Secretary by the Referee concerned and, where it has been postponed with the consent of the Board, it shall be the duty of the Home Club to immediately notify the appointed Match Officials of such postponement.
- C15 In the event of any Development League Match not being played or abandoned or being ordered to be played or replayed, it shall be played on a date and at a time as determined by the Board.
- C16 No Club shall without just cause (as determined by the Board) fail to fulfil its fixture



obligations in respect of any Development League Match on the appointed date or dates.

- C17 Without prejudice to any other sanctions, which may be imposed for a breach of these Regulations, any Club failing to fulfil its fixture obligations shall be liable to pay compensation for any expenses necessarily incurred by the opposing Club as a direct result of the failure. The amount of compensation will be at the discretion of the Board which will consider every such case on its merits.

#### **D. Players**

- D1 In order to be eligible to Play for a Club in a Development League Match a Player must be (i) Registered to that Club in terms of the Rules and the Player Regulations; (ii) at the date of the relevant match, the subject of a Development Temporary Transfer to another Club by the Club concerned; or (iii) one of the up to two Trialists provided for in Regulations D3 and D4 and, with the exception of over-age Players and Trialists, in all cases qualify as or be deemed to qualify as an Under 20 Player. All Players taking part in a Development League Match who do not qualify as or are not deemed to qualify as an Under 20 Player are "over-age".
- D2 An authorised representative of each Club must provide a written list of the names of up to 18 Players Playing in a Development League Match, including the name(s) of the nominated substitute(s), to the Referee, not less than one hour before the time of kick-off. The list shall state the full names of Players, whether a Player meet or does not meet the definition of an Under 20 Player, if a Player is a Trialist or if the Player is currently the subject of a Development Temporary Transfer state that either or both is/are the case and shall state the colour of the goalkeeper's shirt together with the colour of shirt proposed to be worn by all other Players for the Club in the relevant match. The list may include an aggregate of not more than 5 (five) Players who do not meet or are deemed to meet the definition of being an Under 20 Player, i.e. are over-age or are Trialists.

- D3 In the event that a Club elects to name a Trialist or Trialists on the list required by Regulation D2 then such Trialist or Trialists shall be deemed to be an over-age player irrespective of whether such Trialist or Trialists shall otherwise meet the definition of being an Under 20 Player.
- D4 A maximum of two Trialists may be included on the list required by Regulation D2. An individual may only be included on the list required by Regulation D2 as a Trialist on three occasions in Development League Matches by a Club during a Season.
- D5 If any Player on the list required by Regulation D2 sustains an injury after the submission of the written lists to the Referee and before kick-off, he may be replaced provided that the Referee and opposing Club are informed immediately.
- D6 Only up to three nominated substitutes for any one Club may take part in a Development League Match. A player who has been substituted may not take part in that Development League Match again. The list of 18 Players referred to above must include two recognised goalkeepers, one of whom must start the match.
- D7 No more than three substitutes from each team shall warm up along the pitch perimeter at the same time. Substitutes who are warming up on the pitch perimeter shall wear colours sufficient to distinguish them from those worn by the Players (including goalkeepers) participating in the Development League Match in question.
- D8 The Players' shirts must be clearly numbered on the back and the Players' shorts may be numbered providing that they are clearly numbered on the left hand side at the front and in accordance with the list handed to the Referee before any Development League Match. Any such numbers and letters must be in compliance with the style and conditions approved by the Board.
- D9 One Player for each Club shall be nominated as captain for the Development League Match on the list required by Regulation D2 and shall wear a distinguishing armband to indicate his status. If the captain for the time being ceases to participate in a

Development League Match another Player shall be designated as captain and he shall wear an armband as aforesaid.

- D10 Clubs must play in colours registered by them with the SPFL.
- D11 No Club participating in a Development League Match shall be permitted to play in shirts the colour of which is likely to cause confusion with the outfit worn by the Match Officials. When the colours of two competing Clubs are alike or similar, the Visiting Club shall change to its second choice colours or a combination of its first and second choice colours (or, if applicable, third choice colours) provided that these do not include any of the basic colours of the Home Club.
- D12 The colour of the goalkeepers' shirts in a Development League Match must, in all cases, be clearly distinguishable from the colours of the shirts worn by all outfield Players of both participating Clubs in the same match and from those of the Match Officials.
- D13 If so determined by the Board, the shirts of all Players in Development League Matches shall carry the League logo and/or, the name/logo(s) of the title or other sponsor of the League, on one or both sleeves, as specified from time to time by the Board.
- D14 The colours of clothing worn by ball attendants at a Development League Match must not be likely to cause confusion with the colours of either of the competing Clubs or Match Officials.
- D15 All Clubs shall ensure that any Player in a Development League Match having left the field with a serious head injury in a match played under the auspices of the Company shall not be allowed to resume Playing or training without the clearance of a qualified medical practitioner. The same provision shall apply where a serious head injury is sustained in training.

**E. Match Officials and Technical Area Facilities**

- E1 Each Club shall provide technical areas in accordance with the Rules, the Laws of the Game and the Scottish FA articles and FIFA.
- E2 The Match Officials for Development League Matches shall be appointed by the Scottish FA.
- E3 The Match Officials must report to the Scottish FA all cases of misconduct and Unacceptable Conduct of Players, Club Officials or Spectators within three (3) days of the occurrence.
- E4 The match fees for Match Officials payable before any deductions shall be as determined by the Board. In the case of postponed matches, half the above fee will be paid to Match Officials who report to the ground.
- E5 Match Officials shall be entitled to claim expenses as determined by the Board.
- E6 Match Officials who inspect grounds as directed by the Board shall be paid a fee as determined by the Board plus expenses (including time lost if applicable).
- E7 No Club or Club Official or other person acting on behalf or in the presumed interests of a Club shall pay or offer to pay a Referee or Assistant Referee.
- E8 Match Officials shall use all reasonable endeavours to be present at the appropriate stadium at least one and a half hours prior to the advertised time of kick-off. The Referee shall decide as to the fitness of the ground in all matches and each Club must take every reasonable precaution to keep its ground in a playing condition and, where necessary, shall re-mark the ground during the half-time interval. The Home Club may, where weather or other conditions make it appropriate, require the Referee to visit the ground two hours or more before the scheduled time of kick-off of any Development League Match.

- E9 The Board may require the Referee to complete a report on the condition of the playing surface in a form specified by the Board and approved in writing by the Scottish FA from time to time.
- E10 The football proposed to be used in the game and the replacement balls must be submitted to and approved by the Referee before the commencement of the game.
- E11 In addition to the normal type of ball, an orange or yellow ball which complies in every respect with the requirements of Law 2 of the Laws of the Game shall be available for Development League Matches. The selected ball must be used throughout the match unless otherwise determined by the Referee.
- E12 A referee supervisor may be appointed by the Scottish FA to attend each Development League Match. Clubs must ensure that the referee supervisor is given a prime seat in the main stand and is allowed free access to all areas of the ground.

**F. Registration of Ground**

- F1 Each Club must register or be deemed to have registered any grounds that it wishes to use for Home Development League Matches with the Secretary by not later than 1 July immediately preceding each Season. No Club shall play its Home Development League Matches at any ground other than such grounds without first obtaining the written approval of the Board. Once a Club has registered its ground(s) with the Secretary it shall not be required to re-register such ground(s) for each succeeding Season in which it is eligible to participate in the Development League but shall be deemed, on a continuing basis, to have registered same on 1 July immediately preceding each such Season. A Club which changes its ground(s) must register its replacement ground(s) with the Secretary in accordance with this Regulation.
- F2 Any Club seeking to register a ground other than an SPFL registered ground may only do so with the permission of the Board; such permission may only be granted

following an inspection on behalf of and satisfactory report to the Company.

F3 The Scottish FA will make a financial contribution to the Home Club for each first division Development League Match which is played at a Scottish FA registered ground (compliant with National Club Licensing) as follows:

- the Club's Registered Ground: £1,000
- another SPFL Club's Registered Ground: £750
- a Junior or other professional club's home ground: £350

all subject to an overall cap of £10,000 per Club per Season)

Any Development League Match which is not played at a Scottish FA registered ground will be ineligible for the financial contribution from the Scottish FA.

F4 Clubs must register their pitch dimensions for the ground they intend to primarily utilise for Home Development League Matches in any Season with the Secretary not later than 1 July prior to the start of each Season. No Club shall alter its pitch dimensions for any Development League Match during a Season unless with the prior written consent of the Board. The Board may at any time require a Club to submit a report from an appropriately qualified independent source certifying the pitch dimensions.

F5 Each Club shall take all reasonable steps to maintain its pitch at its Home Development League ground(s) in good order. The Board may require a Club to take such steps as the Board shall specify if not satisfied that an adequate standard of pitch is being maintained.

F6 Each Club shall provide, maintain and use in such manner as to ensure its efficient and effective operation an adequate winter pitch protection system. Such systems shall be fully utilised by the Home Club before any Development League Match where there is a reasonable possibility of its pitch otherwise being frozen or covered

in snow or ice so as to ensure that the Development League Match is able to take place at the venue and on the date and time scheduled notwithstanding such possibility.

F7 No Development League Match shall be played on a synthetic or artificial grass surface unless such synthetic or artificial grass surface has been approved by the Board.

F8 No Development League match shall take place at any stadium where the playing area is permanently covered or partially covered by a fixed or moveable roof without the prior written approval of the Board after full consultation with all Clubs.

**G. Media Co-Operation Requirements**

G1 At every Development League Match which is televised or in respect of which moving pictures are to be recorded by or on behalf of the Company, Home Clubs are required to:

(a) grant access to reporters, technicians, cameramen, interviewers and others working with or for television, radio and other broadcast media partners with which the Company has a Commercial Contract for the purposes of Section I of these Rules or who are working under a contract with and for the Company to the tunnel and trackside area prior to kick-off for the purpose of approaching Players and Club Officials on the football management and coaching staff of Clubs for interviews during this period (N.B. the decision whether to speak to such media remains with the individuals themselves and Clubs may require that any interview requests are directed through their PR or operations staff) and ensure that branded backdrop boards provided by or on behalf of the League are suitably located for such interviews; and

(b) make reasonable provision for the representatives of the Visiting Club's

official website.

G2 At every Development League Match which is televised or in respect of which moving pictures are to be recorded by or on behalf of the Company, Clubs are required to:

- (a) ensure that all television and other interviews in front of a camera recording moving images for broadcast take place in front of the branded backdrop boards provided by or on behalf of the League;
- (b) ensure that its Players participate in the pre-match "Match Handshake, if any, and for live televised matches allow at least one cameraman pitch access for the duration of the handshake; and
- (c) make available at least one Official on the football management or coaching staff of the Club and at least one Player who Played in the match for interview after the match within 30 minutes of the final whistle, giving priority to broadcast media partners of the Company with which the Company has a contract for the purposes of Section I of these Regulations which are broadcasting live (N.B. the League's media guidelines to Clubs that post-match interviews should take place within 10 minutes of the final whistle).

## **H. General**

H1 Any word or phrase used in these Regulations which is defined in the Articles or Rules and which is not defined in these Regulations has the defined meaning ascribed to it in the Articles or Rules.

H2 Rules G1, G3-5 (inclusive), G7, G9-15 (inclusive), G53 and G54, G56-G64 (inclusive), G68-G85 (inclusive), Section H (all), I33-I41 and Section J (all) shall apply to matches in the Development League.

## **I Commercial Arrangements**



- 11 In connection with the Development League, the Board shall have power to conclude and administer contracts on behalf of all Clubs participating in the Development League with commercial sponsors, broadcasters, publishers and others for the benefit of all Clubs competing in the Development League.
- 12 Such contracts shall include, but not be restricted to:
- a) sponsorship of the Development League;
  - b) Transmission, Radio Transmission, Other Transmission and recording by any means of Development League Matches;
  - c) commercial exploitation of the Development League, badge, emblem, and trademark in connection with the Development League; and
  - d) publications including sound and video recordings relating to the history and fixtures of the Development League.
- 13 The Clubs and each of them agree to centrally pool and market their rights, facilities and properties relating to and concerning, Radio Transmission and Transmission of Development League Matches for exclusive exploitation by the Company of Radio Transmission and Transmission of Development League Matches.
- 14 Subject that a Club shall not, other than in respect of contracts entered into by the Company relating to Radio Transmission or Transmission of Development League Matches, be obliged to comply with this Regulation H4 if to do so would result in that Club being in breach of a contractual obligation entered into prior to the Board determining to enter into the contract concerned, the Clubs and each of them shall license and otherwise provide to the Company the use of such of their other rights, facilities and properties as may be required by the Company to enable the Company to enter into and/or fulfil the Company's obligations under and in terms of contracts concerning or relating to the Development League.
- 15 The Company shall be entitled for the purposes or contracts entered into or to be entered into by the Company in relation to the Development League to sub-license,

package or otherwise deal in or with any rights, facilities and properties licensed or otherwise provided to the Company by the Clubs and each of them.

- 16 The Company shall not grant or purport to grant any exclusive right or rights in relation to Other Transmission of Development League Matches, which would have the object or effect, whether intentionally or otherwise, of preventing or inhibiting the Clubs or any of them from exercising any rights available to them, which they are not expressly prohibited from exercising in terms of these Regulations.
- 17 Except pursuant to a contract entered into by the Company in relation to the Development League, there shall be no and each of the Clubs shall in respect of a Development League Match played at their home ground procure that there shall not be any Radio Transmission and/or Transmission of all or any part of a Development League Match without the approval of the Board.
- 18 The Clubs and each of them shall not by act or omission infringe any exclusive rights granted by the Company in a contract entered into by the Company in relation to the Development League in relation to Radio Transmission and/or Transmission or otherwise cause any breach thereof to occur.
- 19 The Clubs and each of them shall not grant or purport to grant any exclusive right or rights or generally enter into or accept any obligation in relation to Other Transmission of Development League Matches which has or would have the effect, whether intended or otherwise, of preventing, restricting or inhibiting the Company from or disadvantaging the Company in competing with the Club or any third party in the Other Transmission of Development League Matches.
- 110 Where a Club shall be involved in the broadcasting and/or transmitting by means of Other Transmission outwith the British Isles of moving pictures of all or any part of an Development League Match, other than pursuant to a contract entered into by the Company in relation to the Development League, it shall use its best endeavours to procure, including by use of legal proceedings at its own instance, that no broadcasting and/or transmission which is or would be prohibited within the British Isles by these Regulations shall be broadcast and/or transmitted by any person or

party, whether with or without the permission of the Club concerned, within, to or which shall be capable of being received in the British Isles.

- I11 Except pursuant to a contract entered into by the Company in relation to the Development League, there shall not, without the approval of the Board, be any Other Transmission, within the British Isles, of moving pictures of all or any part of an Development League Match within any period provided for in a Commercial Contract and in any event not, in the case of an Development League Match played on a Saturday until midnight on the next day and on any other day until midnight on that day.
- I12 Clubs may enter into commercial arrangements or sponsorship agreements relating to their participation in the Development League provided Clubs ensure that such arrangements or agreements do not conflict with these Regulations, the Rules and/or any commercial arrangements or sponsorship agreements negotiated by the Board on behalf of the Company in relation to or in connection with the Development League or any Commercial Contracts or Limited Commercial Contracts. All revenue received by the Company in terms of or arising out of any contract relating to the Development League, other than a Commercial Contract or Limited Commercial Contract, shall be Other Revenue
- I13 The Company shall not contract in a contract entered into by the Company in relation to the Development League so as to require any Home Club to provide, for central exploitation, more than 12 trackside advertising spaces or equivalent at a Development League Match.

## Annex 4

### THE SCOTTISH PROFESSIONAL FOOTBALL LEAGUE CHALLENGE CUP COMPETITION REGULATIONS

#### 1 Introduction

1.1 Any word or phrase used in these Regulations which is defined in the Articles or Rules and which is not defined in these Regulations has, unless the context requires otherwise, the defined meaning ascribed to it in the Articles or Rules.

1.2 Where, in these Regulations, reference is made to a Regulation by number the reference is to a Regulation of these Regulations.

1.3 In these Regulations references to Clubs and clubs includes clubs from another Recognised League (as defined). In the case of Colt Teams playing in the Competition it is the Premiership Club who's Under 20 team is playing in the Competition which is the participant in the Competition and which is the "Club" for the purposes of these Regulations.

1.4 A reference to a Club or club in these Regulations includes, unless the context requires otherwise, the owner and operator of such Club or club.

1.5 In these Regulations, unless the context otherwise requires:

1.5.1 **"Competition"** means The Scottish Professional Football League Challenge Cup;

1.5.2 **"Match Ground"** means the Registered Ground or such other grounds and/or stadia at which the Home Club intends to play and plays a Home Match, up to a maximum of 2 in any Competition year in respect of any 1 Club/club, approval of which other grounds and/or stadia must be applied for in writing 7 days in advance of a Match to the Company;

1.5.3 **"Home Club"**, which includes club, means the Club/club at whose ground

the relevant Match should be or should have been played and where ground sharing is in operation or the Match is to be played or is played at a neutral venue, the Club/club whose name appears first;

- 1.5.4 **“Matches”** means matches and ties played or to be played in the Competition;
- 1.5.5 **“Over Age Players”** means Players who are League Registered with the parent Club of the Colt Team and who had attained the age of 19 years on 31 December of the year before the year in which the relevant Season commences;
- 1.5.6 **“Penalty Kicks”** means kicks taken from the penalty mark in accordance with the procedures laid down by the International Football Association Board’s Laws of the Game;
- 1.5.7 **“Recognised League”** means any league recognised by the Scottish FA from time to time;
- 1.5.8 **“Visiting Club”**, which includes club, means the Club/club which should play or should have played any Match on the ground of the Home Club and where ground sharing is in operation or the Match is to be played or is played at a neutral venue, the Club/club whose name appears second.

## 2 **Title**

The Competition shall be known as The Scottish Professional Football League Challenge Cup (“the Competition”) or by any other title, including by branding, naming, sponsorship or the like, given to it from time to time by the Board.

## 3 **Board Powers**

- 3.1 The Board shall have full power to conduct, operate and control the Competition in terms of these Regulations.
- 3.2 In the event that any matter or thing shall arise in relation to the Competition which is not provided for in these Regulations or if any conflict shall arise between

a matter provided for in the Rules and these Regulations then the Board shall be entitled to make whatever arrangements and determinations and give such directions to Clubs/clubs as the Board shall think appropriate in order to ensure the efficient operation and completion of the Competition.

#### 4 **Competition Format**

4.1 The Competition shall take place and be governed by these Regulations and by the Rules and other Regulations of the Scottish Professional Football League and shall be played in accordance with the Laws of the Game. All Clubs/clubs and Players participating in the Competition shall be bound by and comply with these Regulations (and any rule, regulation, direction, decision or determination issued pursuant to these Regulations).

4.2 The Competition shall be contested by:

4.2.1 all Clubs in the Championship, League One and League Two of The Scottish Professional Football League in the current Season;

4.2.2 the four clubs that finished in the top four places in the Scottish Highland Football League in the preceding season, or such other clubs in the Scottish Highland Football League as the Board in its sole discretion considers appropriate (the “**Highland League clubs**”);

4.2.3 the four clubs that finished in the top four places in the Scottish Lowland Football League in the preceding season, or such other clubs in the Scottish Highland Football League as the Board in its sole discretion considers appropriate (the “**Lowland League clubs**”);

4.2.4 the two clubs that finished in the top two places in the Northern Ireland Football League Premiership in the preceding season, or such other Northern Irish clubs as the Board in its sole discretion considers appropriate (the “**Northern Irish clubs**”);

4.2.5 the two clubs that finished in the top two places in the Welsh Premier

League in the preceding season, or such other Welsh clubs as the Board in its sole discretion considers appropriate (the “**Welsh clubs**”);

4.2.6 after excluding the clubs that qualified for UEFA owned and operated competitions in the preceding season, the two clubs that finished highest in the League of Ireland Premier Division, or such other clubs from the Republic of Ireland as the Board in its sole discretion considers appropriate (the “**Republic of Ireland clubs**”); and

4.2.7 12 teams consisting of, subject to Regulation 7.5, Under 20 Players from Clubs eligible at the commencement of the Competition to participate in the Premiership and/or such other Clubs/clubs as the Board shall consider appropriate, including from the Premiership and from any league recognised by the Scottish FA (the “**Colt Teams**”).

4.3 Before the start of the Competition in each Season the Board shall notify the Clubs required to take part in the Competition (being the League Clubs specified at Regulation 4.2.1 and the Clubs required to provide Colt Teams) and shall invite, through their respective Recognised Leagues and/or directly, such clubs as may be identified in discussion with such Recognised Leagues and/or as shall be considered appropriate by the Board to participate in the Competition in the relevant Season.

4.4 The Board shall, in its sole discretion, determine the arrangements and methodology of the balloting to be held in respect of each round of the Competition with a view to fulfilling the Competition principles set out in the remaining Sub-Regulations of this Regulation 4.

4.5 The Competition shall be played in numbered rounds designated as follows “[Number] Round” and “[Quarter Final/Semi Final/Final]”.

4.6 In all rounds the Competition shall be conducted on ‘knockout’ basis with the winner being the Club/club with the greater number of goals at full-time. If the scores are equal at full time or no goals have been scored, an extra thirty minutes (15 minutes each way) of extra time will be played (“**Extra Time**”) and, if the scores

are still equal or still no goals have been scored at the end of such Extra Time, the winner shall be determined by taking Penalty Kicks.

4.7 If Penalty Kicks are required, the Match referee determines which goal will be used as follows:

4.7.1 if the Match referee determines that either goal could be used for the Penalty Kicks, then, in the presence of the two captains, the referee shall toss a coin to decide which goal will be used; or

4.7.2 if for reasons of safety/security, condition of the field of play, lighting or other reason, the Match referee determines that a particular goal shall be used for the Penalty Kicks, such decision is final and requires no justification.

4.8 Following the procedure set out in Regulation 4.7, the Match referee shall toss a coin and the Club/club that wins the toss shall decide whether to take the first or second Penalty Kick.

#### **First Round**

4.9 The draw for the First Round shall comprise the following 48 Clubs and clubs:

4.9.1 8 Clubs from the Championship, being all Championship clubs other than the top two seeded Championship clubs as determined by the Board;

4.9.2 the 10 Clubs from League 1 in the Scottish Professional Football League in the current Season;

4.9.3 the 10 Clubs from League 2 in the Scottish Professional Football League in the current Season;

4.9.4 the 12 Colt Teams;

4.9.5 the four Highland League clubs; and

4.9.6 the four Lowland League clubs.



- 4.10 The draw for the First Round shall be conducted in accordance with the following principles:
- 4.10.1 the 48 Clubs/clubs shall be divided into two broadly regionalised sections – North and South;
  - 4.10.2 the Board shall, in accordance with this Regulation, determine which Clubs/clubs are allocated to which section;
  - 4.10.3 the North section shall comprise:
    - 4.10.3.1 six Colt Teams;
    - 4.10.3.2 the four Highland League clubs; and
    - 4.10.3.3 14 League Clubs.
  - 4.10.4 the South section shall comprise:
    - 4.10.4.1 six Colt Teams;
    - 4.10.4.2 the four Lowland League clubs; and
    - 4.10.4.3 14 League Clubs.
  - 4.10.5 an unseeded draw shall produce 12 Matches in each section; and
  - 4.10.6 the first Club/club drawn in each Match shall be the Home Club.

### **Second Round**

- 4.11 The draw for the Second Round shall comprise the following 32 Clubs/clubs:
- 4.11.1 the 24 winning Clubs/clubs from the First Round;
  - 4.11.2 the two Clubs in the Championship in the current Season that did not participate in the First Round;
  - 4.11.3 the two Welsh clubs;
  - 4.11.4 the two Northern Irish clubs; and
  - 4.11.5 the two Republic of Ireland clubs.
- 4.12 The draw for the Second Round shall be conducted in accordance with the following principles:

- 4.12.1 the 32 Clubs/clubs will be divided into 4 'Pots' as follows, with there being a pre-draw to determine which country shall be allocated to Pots A, B and C:
- 4.12.1.1 Pot A, B or C: the two Welsh clubs, the two Northern Irish clubs or the two Republic of Ireland clubs;
  - 4.12.1.2 Pot A, B or C: the two Welsh clubs, the two Northern Irish clubs or the two Republic of Ireland clubs;
  - 4.12.1.3 Pot A, B or C: the two Welsh clubs, the two Northern Irish clubs or the two Republic of Ireland clubs;
  - 4.12.1.4 Pot D: the remaining 26 Clubs/clubs eligible to participate in the Second Round in accordance with Regulation 4.11.
- 4.12.2 the first Match will be determined by drawing one Club/club from Pot A and one Club/club from Pot D, with the Club/club drawn from Pot A being the Home Club;
- 4.12.3 the second Match will be determined by drawing one Club/club from Pot D and one Club/club from Pot A, with the Club/club drawn from Pot D being the Home Club;
- 4.12.4 the third Match will be determined by drawing one Club/club from Pot B and one Club/club from Pot D, with the Club/club drawn from Pot B being the Home Club;
- 4.12.5 the fourth Match will be determined by drawing one Club/club from Pot D and one Club/club from Pot B, with the Club/club drawn from Pot D being the Home Club;
- 4.12.6 the fifth Match will be determined by drawing one Club/club from Pot C and one Club/club from Pot D, with the Club/club drawn from Pot C being the Home Club;

4.12.7 the sixth Match will be determined by drawing one Club/club from Pot D and one Club/club from Pot C, with the Club/club drawn from Pot D being the Home Club; and

4.12.8 the remaining 10 Matches will be determined by means of an unseeded draw with the first Club/club drawn in each Match being the Home Club.

#### **Match system – Third Round, Quarter Finals and Semi Finals**

4.13 The 16 winners of the Second Round shall contest the Third Round. The Third Round Matches are determined by means of an unseeded draw, with the first Club/club drawn in each Match being the Home Club.

4.14 The eight winners of the Third Round shall contest the Quarter Finals. The Quarter Final Matches shall be determined by means of an unseeded draw, with the first Club/club drawn in each Match being the Home Club.

4.15 The four winners of the Quarter Finals shall contest the Semi Finals. The Semi Final Matches shall be determined by means of an unseeded draw, with the first Club/club drawn in each Match being the Home Club.

#### **Final**

4.16 The winner of each of the Semi Finals shall contest the Final. The Final shall be played at a neutral venue determined by the Board.

#### **Matches**

4.17 All Matches, including any re-scheduled Match will be played on a date and at a time determined by the Board.

4.18 In the event that the Board considers it appropriate the Board shall be entitled to schedule and/or re-schedule the date and time of any Match and to determine the venue and/or change the venue for any Match.

4.19 The Board shall have power to waive or allow with conditions the use either in advance or retrospectively of any stadium for a Match where a Club/club is the

Home Club notwithstanding any inability or failure of such Club/club to comply with any provision of the otherwise applying Regulations and/or Rules.

- 4.20 Each Club/club shall play in all Matches in the Competition in which it is scheduled to play by the Board and at any rescheduled date, time and/or venue as determined from time to time by the Board.
- 4.21 Any Club/club without just cause failing to fulfil its fixture obligations in respect of a Match on the appointed date or dates shall be liable to be disqualified and/or subject to such other punishment as the Board may determine.
- 4.22 Both teams shall enter the field of play together in Matches along with the Match Officials no later than five minutes prior to the scheduled kick-off time.
- 4.23 All kick-offs must adhere to the time fixed by the Board. Club/clubs and referees must report any delays to the Board. Any Club/club causing a kick-off to be delayed by 15 minutes or more from the time advertised without sufficient reason (as determined by the Board in its absolute discretion) will be liable to a fine of up to a maximum of £5,000 for a first offence and for a second or subsequent offence occurring within two years of the first offence shall be dealt with in accordance with the provisions of Section J of the Rules.
- 4.24 No Match shall be postponed except on the instructions of the appointed Match referee, the pitch inspector or the Board.
- 4.25 If a Match is postponed other than by the Board, such postponement shall be reported to the Secretary immediately by the appointed Match referee.
- 4.26 If a Match is postponed with the consent of the Board (other than the Semi Finals and Final), it shall be the obligation of the Home Club to immediately notify the appointed Match Officials of such postponement. In the case of the Semi Finals and Final, it shall be the Company's obligation.
- 4.27 Without prejudice to any sanctions which may be imposed for a breach of these Regulations, a Club/club failing to fulfil a fixture obligation shall be liable to pay

compensation for any expenses reasonably incurred by the opposing Club/club as a result of the failure. The amount of such compensation will be at the discretion of the Board which will consider every such case on its merits.

- 4.28 It is the responsibility of the Home Club to ensure that a qualified medical practitioner, failing which, a qualified paramedic, is in attendance throughout any Match in the Competition. In the case of Matches at neutral venues, the Semi Finals and the Final, it shall be the responsibility of the venue organiser in consultation with the Company to so ensure.

## 5 **Players**

- 5.1 Only up to three nominated substitutes for any one Club/club may Play in a Match, except in the event that Extra Time is played in any Match, where in such case a Club/club shall be permitted to use an additional substitute, a fourth in total, during such period of Extra Time. A Player who has been substituted may not Play in that Match again.

- 5.2 An authorised Official of each Club/club participating in a Match, must deliver to the Match referee, with a copy to an appropriate Official of the opposing Club/club, a 'Scottish Professional Football League - Match Information Form', in a form from time to time approved for use by the Board, with the match details and match commencement team information sections completed which specifies the Players who will Play in that Match for that Club/club, including the name(s) of the nominated substitute(s), not less than 75 minutes before the scheduled kick-off time. Clubs/clubs shall be entitled to specify up to 18 such Players on such form. The completed form delivered to the Match referee and copied to the opposing Club/club shall state:

- 5.2.1 the Competition in which the Match is to be played, the Clubs/clubs which will participate in the Match and the date, time and place of the scheduled Kick-off;

- 5.2.2 the full names of the Players who may Play for each of the Clubs/clubs in the match, their squad numbers, if any, their dates of birth and the designated team captain;
- 5.2.3 as the first Player listed, the Player who will fulfil the role of goalkeeper in the starting 11.

The completed form shall also state:-

- 5.2.4 the colour of the goalkeeper shirt which will be worn by any Player who will Play as the goalkeeper for that Club/club at any stage during such Match;
  - 5.2.5 the colour(s) of shirts which will be worn by all outfield Players who will Play for that Club/club in the relevant Match; and
  - 5.2.6 the names and, in each case, the position held at the Club/club of the up to six persons who may, in addition to the substitutes, occupy positions in the technical area of the relevant Club/club during the Match.
- 5.3 Any substitutions during the Match must be recorded by the Club/club on the substitution slips and handed to a Match Official prior to each substitution taking place.
- 5.4 If any Player (or substitute Player) named in a Match Information Form referred to in Regulation 5.2 (“**Match Form**”) is injured or otherwise incapacitated after the delivery of that Match Form to the Match referee but before the scheduled kick-off time, the Club/club may add the name of another League Registered Player to the Match Form as a Player or a substitute Player provided that:
- 5.4.1 the Club's/club's doctor (or if unavailable, another doctor), has certified that the injury or incapacity is such that the Player in question cannot reasonably be expected to Play;
  - 5.4.2 if the Player in question has been named in the starting 11 they may only be replaced by any of the seven substitutes listed on the initial Match

Form. The substitute in question may only then be replaced by, in the case of a Club, a League Registered Player and in the case of a club a player registered with that club at the relevant league not listed on the initial Match Form, so that the quota of substitutes is not reduced;

- 5.4.3 if the Player in question has been named as one of the seven substitutes, they may only be replaced by, in the case of a Club, a League Registered Player and in the case of a club a player registered with that club at the relevant league not listed on the initial Match Form; and
- 5.4.4 if the Player in question is a goalkeeper and no substitute goalkeeper has been named on the initial Match Form, the Player may be replaced by, in the case of a Club, a League Registered Player and in the case of a club a player registered with that club at the relevant league not listed on the initial Match Form.

Any amendment to the Match Form pursuant to this Regulation 5.4 shall be immediately communicated by the relevant Club/club to the Match referee, an appropriate Official of the opposing Club/club and to the media. The Club/club concerned must, upon request, provide the Company with the necessary medical certificates.

- 5.5 Six team Officials, and up to seven substitute Players are allowed to occupy positions in the technical area allocated for their Club/club. i.e. a total of 13 persons. The names of all such persons and their functions must be listed on the Match Form pursuant to Regulation 5.2.
- 5.6 No more than three substitutes from each team shall warm up at any one time in the area designated by the Match referee. The team fitness coach (as indicated on the Match Form) may join the Players warming up and is responsible for the implementation of any instructions from the Match referee.

5.7 Substitutes who are warming up in the area designated pursuant to Regulation 5.6 shall wear colours sufficient to distinguish them from those worn by the Players participating in the Match.

## 6 **Player Colours and Numbers**

6.1 At least 7 days prior to all Matches, excluding the Final, the competing Clubs/clubs shall notify each other and the Secretary of the kit it intends its Players to wear in the Match. Such notification shall be made using the SPFL Match Kit Form and include the kit to be worn by the goalkeeper.

6.2 If the Secretary determines that there is, or is likely to be, a clash of colours, the Secretary in consultation with the Scottish FA Head of Referee Operations (being the head of the Scottish FA refereeing department by whatever name called), will determine, in accordance with the provisions of this Regulation 6, which colours should be worn by the Clubs/clubs scheduled to compete in the Match. The Secretary will notify the competing Clubs/clubs of the colours to be worn in the Match no later than 48 hours prior to the Match.

6.3 Notwithstanding Regulations 6.1 and 6.2, in the event of any dispute with regard to the playing kit to be worn by either Club/club the Match referee's decision as to whether there is a clash of colours shall be final.

6.4 When two competing Clubs/clubs having the same or similar first choice colours engage in a Match, the Visiting Club shall play in its second or third choice playing kit which must be different and distinct from the Home Club's first choice playing kit.

6.5 In the event of a clash of colours on Match day and the Visiting Club not having with them their alternative registered playing kit, then the Visiting Club will require to play in the Home Club's alternative colours and/or shorts and/or socks or, in the event there is still a colour clash, a combination of the Visiting Club's alternative colours and the Home Club's alternative colours.

6.6 In the event of a clash of colours on a Match day when Clubs/clubs are playing at a neutral venue including the Semi Final and Final, both or either competing



Clubs/clubs may be required to change to second/third choice colours and/or shorts and/or socks, if directed by the Secretary.

- 6.7 The colour of the goalkeeper shirts must, in all cases, be clearly distinguishable from the colours of the shirts worn by all outfield Players of both competing Clubs/clubs and the Match Officials.
- 6.8 The Players' jerseys and shorts must be clearly numbered and the numbers must be distinct in colour from the remainder of the Players' kit.
- 6.9 Players participating in a Match and substitutes shall be numbered in accordance with the Match Form delivered to the Match referee pursuant to Regulation 5.2. There must be no change of numbers of or by Players during a Match.
- 6.10 Any Club/club in breach of or failing to fulfil these Regulations, including any club which is a member of a Recognised League and which participates in the Competition and thereby agrees to be bound by these Regulations and the Rules in so far as relating to and applying to this Competition, shall be liable to be dealt with and sanctioned in accordance with the terms of Section J of the Rules.

## **7 Eligibility of Players**

- 7.1 Except in the case of a player of a club from another Recognised League taking part in the Competition, to be eligible to Play in the Competition Players must, subject to Regulation 7.6, be League Registered.
- 7.2 In the case of players of clubs from Recognised Leagues to be eligible to Play in the Competition they must be eligible to Play for the club participating in the Competition in the Recognised League and must be registered with the National Association under the jurisdiction of which such Recognised League operates.
- 7.3 No Club/club shall Play, or list as a named substitute, any Player who, in the same Season, has already played in a Match by entering the field of play, whether in the starting eleven or by being used as a substitute, for another Club/club in the Competition.

- 7.4 In the case of Colt Teams participating in the Competition, Players who qualify as Under 20 Players and who would be eligible to Play in the Development League for the Club/club concerned, are eligible to Play in the Competition.
- 7.5 A Colt Team shall be permitted, but not obliged, to Play a maximum of two Over Age Players in any Match.
- 7.6 Each Club/club participating in the Competition shall ensure that its Players who Play in a Match are eligible to Play in that Match.
- 7.7 Trialists are not eligible to Play in the Competition.
- 7.8 Any Club/club in breach of or failing to fulfil these Regulations, including any club which is a member of a Recognised League and which participates in the Competition and thereby agrees to be bound by these Regulations and the Rules in so far as relating to and applying to this Competition, shall be liable to be dealt with and sanctioned in accordance with the terms of Section J of the Rules.

## **8 Admission Prices and Shares of Gates**

- 8.1 In all rounds of the Competition, excluding the Final, the Board Minimum Prices of Ground Admission or the actual admission price paid or payable, whichever is the greater, for each of adults, juveniles and senior citizens shall, after deduction of VAT on the gross admission receipts and deduction of 10% of the net, after VAT, admission receipts, by the Home Clubs/clubs, be divided equally between the two Clubs/clubs participating in each Match. The share of net admission receipts payable to the Visiting Club, in terms of this Regulation, must be paid to the Visiting Club by the Home Club within ten days of the date of the relevant Match. Any Club/club failing to pay, detail or return as before provided, and any Club/club failing immediately to report non-payment of its share of net admission receipts due to it, shall be in breach of these Regulations.
- 8.2 Where Clubs/clubs in different divisions and/or Recognised Leagues are in opposition against each other, the applicable Board Minimum Recommended Prices of Ground Admission shall be the prices applicable to the Club/club in the

higher division.

- 8.3 In the case of Matches played in Ireland the Board Minimum Prices of Ground Admission shall be converted to Euros at the prevailing rate at the date of the Match and rounded to the nearest whole Euro for each class of spectator.
- 8.4 Attendance statistics on forms provided by the League must be sent by the Home Club to the Secretary within three days of each Match. Clubs/clubs failing to comply, or making any error therein or any omissions therefrom shall pay a fine of such amount as the Board may determine. In the case of the Final, it shall be the responsibility of the Company to record such information.
- 8.5 Any Home Club wishing to charge less than the Board Minimum Prices of Ground Admission must obtain the written consent of its opponent prior to the Match taking place.
- 8.6 For the Final of the Competition the net admission receipts, after deduction of VAT on the gross admission receipts, shall be identified by the Company. The Match expenses and costs incurred by the Company or for which the Company is liable shall be deducted from such sum identified by the Company and applied in the discharge and/or reimbursement of such Match expenses and costs. After such deduction the Company shall retain 5% of the balance and from the resulting balance there shall be paid to the neutral venue owner and operator for the hire of the stadium and associated services and paid or payable to the neutral venue owner whichever is the greater of £5000 (or in the case of Ireland converted to Euros at the prevailing rate at the date of the Match) and 15% of such resulting balance. The remaining net admission receipts after all such deductions, payments etc. shall have been made and/or allowed for shall be divided equally between and paid to the two competing Clubs/clubs which participated in the Final.
- 8.7 In respect of the Final, payment for tickets sold by each competing Club/club together with details of tickets sold must be made to the Company not more than ten days after the date of the Match. If a Club/club has had tickets distributed to it for sale then it must return to the Company at the address, date and time specified

by the Company in advance of the Final any unsold tickets, failing which it will be deemed to have sold such tickets, to have received the full price for same and shall be bound to account for and pay the price of all such sold and deemed sold tickets to the Company.

- 8.8 The Company shall be entitled to offset all TV and sponsorship revenues received by the Company relating to the Final due to each Club/club against all sums due by each Club/club to the Company and the Club/club or other stadium operator which provided the neutral venue in terms of this Regulation 8.
- 8.9 Any Club/club failing to pay any balance due to the Company or detail or return as before provided within the time specified in this Regulation 8 shall pay a penalty of £3,000 to the Company (or in the case of Ireland converted to Euros at the prevailing rate at the date of the Match).
- 8.10 Any Club/club failing to pay any balance due to the Company or any sum due to another Club/club or any sum due to the Club/club or other stadium operator which provided a neutral venue shall pay interest from the due date and such interest shall be calculated at a rate of 5% *per annum* over the Bank of England base rate compounded monthly on the first day of each calendar month, until paid in full.
- 8.11 VAT shall be chargeable in addition to all sums provided for in this Regulation 8 which are payable to the Company or to the Club/club or other stadium operator which provided the neutral venue.
- 8.12 In the event of any Match up to and including the Semi Final, being abandoned unfinished or being ordered to be replayed, the entire gate receipts of the replayed Match, after deduction of 15% by the Home Club, will be divided equally between the two competing Clubs/clubs.
- 8.13 In the event of the Final being abandoned unfinished owing to causes over which neither competing Club/club has any control, or being ordered to be replayed, the entire receipts at the replayed Final, after deduction of the expenses of the

Company in relation to the Match as determined by the Board, including such % as may be agreed by the Company with the neutral venue owner and operator will be deducted and paid for the hire of the stadium and associated services to the owner and operator which provided the neutral venue for the Final will be divided equally between the two competing Clubs/clubs.

- 8.14 In all rounds of the Competition, excluding the Final, Clubs/clubs shall only be entitled to deduct a limit of 10% of the total number of spectators admitted to a Match subject to such limit not exceeding 1,000 persons. The numbers in excess of this figure must be returned in the gross gate and divided in the ratio of 75% adult, 25% juvenile and senior citizens of the Board Minimum Recommended Prices of Ground Admission.

## **9 Admission Arrangements for Visiting Clubs and clubs**

- 9.1 The Home Club shall forward to the Visiting Club 'without charge' tickets, in the numbers set out below, so that they will be in the hands of the Visiting Club on or before the fifth day before the Match (unless under circumstances which render this impracticable) - 10 for Directors' Box, 40 for the Stand.
- 9.2 No Official or Player of the Visiting Club shall be entitled to enter the Home Club's Ground, without a ticket.

## **10 Financial Records**

- 10.1 All Clubs/clubs shall keep detailed financial records of their participation in the Competition and the Board may arrange for an inspection of all such records and/or require delivery of copies of such records within a time specified, with particular reference to turnstile arrangements.

## **11 Trophy and Awards**

- 11.1 The winners of the Competition shall hold the trophy and when it is handed over to the winner, that Club/club shall grant an obligation to return same to the Secretary if and when required and in any case prior to the commencement of the next

Season's Competition in the like good order and condition in which it was received.

- 11.2 It shall be the responsibility of the winning Club/club to arrange appropriate insurance cover for the trophy throughout the period when it is held by the Club/club.
- 11.3 The winners and runners-up in the Competition will receive such awards as the Board may decide.
- 11.4 The Board has full discretion to refuse to present a Player of a Club/club with an award (including a medal, trophy, token or other form of prize), which represents their achievement as runner-up and to which they would otherwise be entitled to receive, at any time after the official presentation of such award if the Player refused or failed to collect the award at the appropriate time of its presentation.

## 12 **Match Officials**

- 12.1 The Match Officials for all Matches shall be appointed by the Scottish FA.
- 12.2 By accepting the appointment for a Match, each Match Official shall be deemed to have given any consent which may be necessary for the purposes of Part II of the Copyright, Designs and Patents Act 1988 or any statutory modification or re-enactment for the time being in force, for the recording and broadcasting of that Match by or on behalf of the Company.
- 12.3 The level and all other terms of payment for remuneration of Match Officials shall be decided by the Board.
- 12.4 The Company shall pay the fees and expenses of Match Officials in all Matches.
- 12.5 The Match referee shall have power to decide as to the fitness of the ground, its pitch and surrounds in all Matches and each Home Club must take every reasonable precaution to keep its ground in a playable condition.
- 12.6 Referees shall, at the request of the Secretary, or with the consent of the Secretary at the request of either of the competing Clubs/clubs, visit the ground on a date

and time before the advertised time of kick-off. Referees shall, in these circumstances, adjudicate on the fitness of the ground and take any appropriate decisions and the Home Club and Secretary shall be notified accordingly.

- 12.7 Match Officials shall normally be present at their appointment at least one and a half hours prior to the advertised time of kick-off, in the event of an earlier inspection being required.
- 12.8 By accepting the appointment for a Match, or to carry out a pitch inspection, each Match Official shall be deemed to accept that he or she is classified as self-employed with regard to accounting for payments due in respect of fees paid to him or her by the Company.
- 12.9 Except by decision of the Board, the consent of the Match referee must be obtained before the kick-off can be altered from the advertised time on the day of a Match.
- 12.10 Referees must immediately report late starts of Matches and late arrivals of assistant referees and/or themselves to the Secretary.
- 12.11 The Match Officials shall have both teams prepared to enter the field of play together five minutes prior to the kick-off time.
- 12.12 The Match Officials must, in a timely fashion and in any event within 24 hours, report in writing to the Scottish FA and to the Secretary, all instances with details of misconduct and/or Unacceptable Conduct of Players, Officials or spectators in accordance with Scottish FA Rules and Regulations and the Rules relating to Unacceptable Conduct.
- 12.13 Within two hours of the end of a Match the referee of that Match shall send a Match Report by email from the ground at which such Match was played to the Secretary and to the Scottish FA containing details of the result of the Match, the participating Clubs/clubs Match Forms, the substitutes used, cautions and orderings-off, if any, and the name of any scorers. The Match referee shall also

send a copy of such Match Report by first class post to the Scottish FA and to the Secretary within three days of the date of the Match.

### 13 **Commercial Arrangements**

13.1 In connection with the Competition and every Match, the Company shall have power to conclude and administer contracts with commercial sponsors, broadcasters, publishers and others.

13.2 Such contracts shall include, but not be restricted to:

- (a) sponsorship of the Competition;
- (b) Transmission, Radio Transmission, Other Transmission and recording by any means of the Matches;
- (c) commercial exploitation of the League's name, badge, emblem, and trademark in connection with the Competition; and
- (d) publications including sound and video recordings relating to the history and fixtures of the Competition.

13.3 The Club's/club's and each of them agree to centrally pool and market their rights, facilities and properties relating to and concerning, Radio Transmission and Transmission of Scottish Professional Football League Challenge Cup Matches for exclusive exploitation by the Company of Radio Transmission and Transmission of Scottish Professional Football League Challenge Cup Matches.

13.4 Subject that a Club/club shall not, other than in respect of contracts entered into by the Company relating to Radio Transmission or Transmission of Scottish Professional Football League Challenge Cup Matches, be obliged to comply with this Regulation 13.4 if to do so would result in that Club/club being in breach of a contractual obligation entered into prior to the Company determining to enter into the contract concerned, the Clubs/clubs and each of them shall license and otherwise provide to the Company the use of such of their other rights, facilities and properties as may be required by the Company to enable the Company to enter into and/or fulfil the



Company's obligations under and in terms of contracts concerning or relating to the Competition.

- 13.5 The Company shall be entitled for the purposes or contracts entered into or to be entered into by the Company in relation to the Competition to sub-license, package or otherwise deal in or with any rights, facilities and properties licensed or otherwise provided to the Company by the Clubs/clubs and each of them.
- 13.6 The Company shall not grant or purport to grant any exclusive right or rights in relation to Other Transmission of Scottish Professional Football League Challenge Cup Matches, which would have the object or effect, whether intentionally or otherwise, of preventing or inhibiting the Clubs/clubs or any of them from exercising any rights available to them, which they are not expressly prohibited from exercising in terms of these Regulations.
- 13.7 Except pursuant to a contract entered into by the Company in relation to the Competition, each of the Clubs/clubs shall in respect of a Match played at their Home Ground procure that there shall not be any Radio Transmission and/or Transmission of all or any part of a Match without the approval of the Board.
- 13.8 The Clubs/clubs and each of them shall not by act or omission infringe any exclusive rights granted by the Company in a contract entered into by the Company in relation to the Competition in relation to Radio Transmission and/or Transmission or otherwise cause any breach thereof to occur.
- 13.9 The Clubs/clubs and each of them shall not grant or purport to grant any exclusive right or rights or generally enter into or accept any obligation in relation to Other Transmission of Scottish Professional Football League Challenge Cup Matches which has or would have the effect, whether intended or otherwise, of preventing, restricting or inhibiting the Company from or disadvantaging the Company in competing with the Club/club or any third party in the Other Transmission of Scottish Professional Football League Challenge Cup Matches.
- 13.10 Where a Club/club shall be involved in the broadcasting and/or transmitting by

means of Other Transmission outwith the British Isles of moving pictures of all or any part of a Match, other than pursuant to a contract entered into by the Company in relation to the Competition, it shall use its best endeavours to procure, including by use of legal proceedings at its own instance, that no broadcasting and/or transmission which is or would be prohibited within the British Isles by these Regulations shall be broadcast and/or transmitted by any person or party, whether with or without the permission of the Club/club concerned, within, to or which shall be capable of being received in the British Isles.

- 13.11 Except pursuant to a contract entered into by the Company in relation to the Competition, there shall not, without the approval of the Board, be any Other Transmission, within the British Isles, of moving pictures of all or any part of a Match within any period provided for in a contract entered in to by the Company in relation to or in connection with the Competition and in any event not, in the case of a Match played on a Saturday until midnight on the next day and on any other day until midnight on that day.
- 13.12 Clubs/clubs may enter into commercial arrangements or sponsorship agreements relating to their participation in the Competition provided always that Clubs/clubs ensure that such arrangements or agreements do not conflict with these Regulations, the Rules and/or any commercial arrangements or sponsorship agreements negotiated by the Board on behalf of the Company in relation to or in connection with the Competition.
- 13.13 All commercial income received by the Company in terms of any contract referred to in this Regulation shall be Other Revenue.
- 13.14 The Company shall not contract in a contract entered into by the Company in relation to the Competition so as to require any Home Clubs/clubs to provide, for central exploitation, more than 12 trackside advertising spaces or equivalent at a Match.
- 13.15 Without prejudice to the generality of this Regulation 13 each Club/club must, if required by/for a/the sponsor of all or part of the Competition, make available the

following rights, facilities and properties:

- (a) admit the sponsor to its ground for the purpose of photographing any match;
- (b) subject to Regulation 13.14 of these Regulations, make available perimeter advertising boards in appropriate positions and/or such time and exposure on LED Perimeter Boards all as the Board may determine;
- (c) acknowledge the sponsor on the cover of the Match day programme;
- (d) acknowledge the sponsor in at least one public address announcement prior to the Match;
- (e) make available one page of advertising or editorial material in the Match day programme;
- (f) provide 10 (or in the case of Semi Final and Final Matches such greater number as the Board may determine) complimentary tickets and tickets at face value as directed by the Board in terms of any sponsorship agreement or agreements;
- (g) provide suitable hospitality for the sponsors and their guests as directed by the Board in terms of the sponsorship agreement or agreements, and
- (h) provide any other rights, facilities and properties which the Board may require it to provide so as to enable the Company to comply with any sponsorship agreements concluded.

#### 14 **Prohibited Conduct**

14.1 Any Club/club Official, Player or agent acting on any of their behalf's or the Associate of any of them, offering or receiving whether directly or indirectly any payment, benefit, consideration, concession, bonus or any other inducement, to or from another Club/club, Official, Player or agent acting on any of their behalf's or the Associate of any of them or any other person or party other than, in the case of

an Official or Player, their own Club/club under and in terms of their contract of service, to influence the result or any other aspect of a Match shall, subject to the terms of these Regulations, be in breach of these Regulations and be liable to such sanction(s) and/or condition(s) which the Board or a Commission shall determine in accordance with Section J of the Rules.

**15 Media Co-operation Requirements**

15.1 At every Match which is televised or in respect of which moving pictures are to be recorded by or on behalf of the Company, Clubs/clubs are required to:

- (a) grant access to reporters, technicians, cameramen, interviewers and others working with or for television, radio and other broadcast media partners with which the Company has a contract under and in terms of Regulation 13 or who are working under a contract with and for the Company to the tunnel and trackside area prior to kick-off for the purpose of approaching Players and Club/club Officials on the football management and coaching staff of Clubs/clubs for interviews during this period (N.B. the decision whether to speak to such media remains with the individuals themselves and Club/club or team may require that any interview requests are directed through their PR or operations staff) and ensure that branded backdrop boards provided by or on behalf of the League are suitably located for such interviews; and
- (b) make reasonable provision for the representatives of the Visiting Club's/club's official website.

15.2 At every Match which is televised or in respect of which moving pictures are to be recorded by or on behalf of the Company and/or Clubs/clubs required to:

- (a) ensure that all television and other interviews in front of a camera recording moving images for broadcast take place in front of the branded backdrop boards provided by or on behalf of the League;
- (b) ensure that its Players participate in the pre-Match "Handshake", if any,

and for live televised matches allow at least one cameraman pitch access for the duration of the handshake; and

- (c) make available at least one Official on the football management or coaching staff of the Club/club and at least one Player who Played in the Match for interview after the Match within 30 minutes of the final whistle, giving priority to broadcast media partners of the Company with which the Company has a contract for the purposes of these Regulations which is broadcasting live (N.B. the League's media guidelines to Clubs/clubs that post-Match interviews should take place within 10 minutes of the final whistle).

## 16 **Application of Rules**

- 16.1 Rules G7, G53 and G54, G57 to G64 (inclusive), G76-G85 (inclusive), Section H (all), I33-I41, I52-I54, Section J (all), Appendices 1, 2 and 5 and Annexes 1 (Clubs/clubs and teams only), 5, 6 and 8 (Clubs/clubs and teams only) shall apply to the Competition with Matches substituted for League Matches and Play-Off Matches.

### **Board Minimum Prices for Ground Admission for Challenge Cup Matches (excluding Semi Finals and Final)**

All Clubs/clubs competing in the competition:

Adult - £10.00; and

Juveniles and Senior Citizens - £5.00.

## **Annex 5**

### **Guidance by the Scottish Professional Football League Limited to Clubs on Unacceptable Conduct at a Stadium on the occasion of an Official Match in Terms of SPFL Rule H37.**

SPFL Rules H33, H34 and H35 describe the responsibilities of Clubs in this area. They are included below for ease of reference.

Capitalised words and phrases used in this Guidance have the meaning given to them in the SPFL Rules.

The footnotes to the Guidance comprise part of the Guidance.

<p><b>H33</b>    <b>The Home Club in any Official Match must ensure, so far as is reasonably practicable,</b></p> <p><b>H33.1</b>   <b>good order and security;</b></p> <p><b>H33.2</b>   <b>that policies and procedures have been adopted and are implemented to prevent incidents of Unacceptable Conduct; and</b></p> <p><b>H33.3</b>   <b>that any incidents of Unacceptable Conduct are effectively dealt with, all at its Stadium on the occasion of an Official Match</b></p>
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**H34 Each Club must ensure, so far as is reasonably practicable, that:**

**H34.1 its Players, officials, supporters and any person exercising a function for or connected with the Club do not engage in Unacceptable Conduct at a Stadium on the occasion of an Official Match;**

**H34.2 it identifies any of its supporters who engage in Unacceptable Conduct at an Official Match; and**

**H34.3 it takes proportionate disciplinary measures in respect of supporters so identified in terms of Rule H34.2.**

**H35 Any failure by a Club to discharge a requirement to which it is subject by virtue of Rules H33 and/or H34 shall constitute a breach of these Rules.**

The definition of what constitutes Unacceptable Conduct is provided at SPFL Rules H25 to H32.

An Official Match is a match played in any Competition owned and operated by the SPFL.<sup>1</sup>

The Scottish FA has its own Guidance applicable to the Scottish Cup.

SPFL Rule H33 applies to the Home Club in relation to any Official Match and SPFL Rule H34 applies to both the Home and Away Clubs in relation to any Official Match.

In considering any alleged failure to discharge the requirements of SPFL Rules H33 and/or H34, which may constitute a breach in terms of SPFL Rule H35, a decision maker shall take into account whether the Club concerned has complied with this Guidance.<sup>2</sup>

In determining whether all reasonably practicable steps have been taken by a Home Club it is recognised that stadium operations prior to and during an Official Match may be subject

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<sup>1</sup> SPFL Rule A4

<sup>2</sup> SPFL Rule H38

to the control of a police match commander and decisions taken by other public authorities.<sup>3</sup> Whether to intervene in the case of an incident of Unacceptable Conduct during the course of an Official Match may, depending on the match arrangements, be subject to determination by the police, and not necessarily by the Home Club.

In this Guidance a Club's "Home Ground" is any stadium, including its Registered Ground, at which it is the Home Club in an Official Match.

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<sup>3</sup> SPFL Rule H36



## **Each Club should:-**

### **Club Unacceptable Conduct Statements**

1. Issue and publish a written statement in all forms of Club communication to its supporters, including on any Club website, by email and by all forms of social media used by the Club, that it condemns and will not tolerate any form of Unacceptable Conduct by any person at Official Matches at its Home Ground and by or amongst its supporters, Officials, Players and others connected with the Club at Away Matches ("the Statement").
2. Include:-
  - (i) in the Statement notification that search procedures may be operated by the Club at its Home Ground, that those entering its Home Ground are deemed to have agreed to be subject to such search procedures and that items may be confiscated during such a search if they are considered to fall within paragraphs 6 and/or 7 of this Guidance;
  - (ii) in the Statement examples the type of behaviour considered to constitute engaging in and/or contributing to Unacceptable Behaviour;
  - (iii) in the Statement examples of disciplinary sanctions(s) that the Club may take against those who are established by the Club to have engaged in and/or contributed to Unacceptable Conduct at an Official Match; and
  - (iv) the Statement in full in all match day programmes and similar Club publications, be posted in full in an easily accessible position on any Club website(s) and be referred to on Club social media messaging.
3. Display copies of the Statement permanently and prominently throughout, including at all entrances to, its Home Ground and replace any removed or defaced copies of the Statement before the next Official Match at that stadium.

### **Match Announcements**

4. Make announcements over the stadium public address system at every Home first team Official Match and at every other Home Official Match at which the number of supporters present exceeds 250, condemning all forms of Unacceptable Conduct.

### **Ground Entry Conditions**

5. In relation to all Official Matches, make it a condition of its Season and all match day tickets and its ground entry conditions and/or regulations that purchasers and holders of such tickets and all other entrants to its Home Ground:-
  - (i) must not engage in Unacceptable Conduct at an Official Match;
  - (ii) adhere to the 'Fans' Charter' published by the Scottish FA at [www.scottishfa.co.uk/scottish\\_football.cfm?page=3441](http://www.scottishfa.co.uk/scottish_football.cfm?page=3441) and any amended or replacement version of that Charter; and
  - (iii) agree to be subject to being searched on seeking entry to and whilst in its Home Ground for any flag(s), banner(s) and the like which may contain offensive or otherwise unacceptable material and/or flares, fireworks, devices capable of emitting smoke or the like and/or any other object which may cause or be part of Unacceptable Conduct and that any such item(s) brought into or attempted to be brought into its Home ground shall be liable to be confiscated.

### **Search and Confiscation**

6. If it suspects that a person seeking entry to or within its Home Ground for an Official Match may have in his/her possession any flag(s), banner(s) and the like which may contain offensive or otherwise unacceptable material and/or flares, fireworks, devices capable of emitting smoke or the like and/or any other object which may cause or be part of any incident of Unacceptable Conduct then it shall require that person to be searched and shall search that person and confiscate and deliver to the

police any such flag(s), banner(s) and the like which may contain offensive or otherwise unacceptable material and/or flares, fireworks, devices capable of emitting smoke or the like and/or any other object which may cause or be part of any incident of Unacceptable Conduct.

7. Advise all entrants to a stadium at which an Official Match is or will be played that any person having any such any flag(s), banner(s) and the like which may contain offensive or otherwise unacceptable material and/or flares, fireworks, devices capable of emitting smoke or the like and/or any other object which may cause or be part of any incident of Unacceptable Conduct on his person or any such person refusing to be searched shall not be admitted to the ground and any Season book/ticket or ticket held by him/her shall be liable to be confiscated without compensation and he/she shall be liable to such other proportionate sanction as the Club may determine.

#### **Collection and Sharing of Ticket Issue Information**

8. For Official Matches for which tickets have been or shall be sold and/or issued by the Home Club and/or where the Home Club has issued tickets to the Visiting Club to sell and/or issue to the Visiting Club's supporters the:-
  - (i) Home Club shall, except where it is impracticable to do so in circumstances where a ticket is sold by the Home Club at an entrance to the stadium in the period immediately before an Official Match as part of a complete transaction without any form of pre-ordering and where the transaction allows immediate entry to the stadium for a single match to the purchaser, record the names and addresses of all of those to whom it has sold and/or issued a ticket or tickets for any part of the stadium;
  - (ii) Home Club shall, when recording the names and addresses of all of those to whom a ticket or tickets for the Visiting support area(s) of its stadium for an Official Match are sold and/or issued by the Home Club, obtain consent to the disclosure of that information to the Visiting Club;

- (iii) Home Club shall, if requested to do so by the Visiting Club, provide the names and addresses of those to whom it has sold and/or issued a ticket or tickets to a Visiting support area of its Home Ground for an Official Match;
- (iv) Visiting Club shall, record the names and addresses of all those to whom tickets for a Visiting support area are sold and/or issued by the Visiting Club and shall obtain consent to the disclosure of that information to the Home Club;
- (v) Visiting Club shall, if requested to do so by the Home Club, provide to the Home Club the names and addresses of those to whom it has sold and/or issued a ticket or tickets for the relevant Official Match; and
- (vi) Home Club and the Visiting Club shall, if requested to do so by the Company, each provide to the Company, where recorded, the names and addresses of all of those to whom each has sold and/or issued a ticket or tickets for any part of the stadium for an Official Match.

#### **Internal Disciplinary Action**

- 9. Take disciplinary action against any Official, Player or other employee or contractor of the Club who engages in or contributes to Unacceptable Conduct at an Official Match.

#### **Pre-Match Information Sharing**

- 10. Contact in advance of each Official Match at its Home Ground the Visiting Club against which it is scheduled to play such Official Match and any Match Delegate for such Official Match appointed by the League, to ensure that they each understand the Home Club's policies and procedures regarding, to deal with and to prevent incidents of Unacceptable Conduct within its stadium. In the case of an Official Match in the Premiership, such contact shall be by meeting<sup>4</sup> in advance of such an Official Match.

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<sup>4</sup> A meeting in this context need not be held on a 'face to face basis' and can take place by any means which allows for an efficient and effective means of communication, including any one or a combination of: telephone and/or video conference, webcasting, skype or the like or equivalent.

## **Policies and Procedures**

11. Develop, document, implement and communicate a strategy, policies and procedures to be followed at Official Matches at its Home Ground by its Officials, Players, ground safety and operations staff, stewards, police and Officials of Visiting Clubs for preventing and dealing with incidents of Unacceptable Conduct; to include the identification of those who engage in such Conduct and, where reasonably practicable and supported by requisite evidence, the apprehension by police of such individuals within the stadium on the occasion of the Official Match or later where it is not reasonably practicable to undertake such apprehension within the stadium.

## **Removal of Unacceptable Material from Grounds**

12. As soon as reasonably practicable and, in any event, before the next Official Match at its Home Ground, remove from its Home Ground any and all graffiti, propaganda or the like which constitutes, encourages or promotes Unacceptable Conduct.

## **Development of Programmes**

13. Develop pro-active programmes and make progress towards raising awareness of the prevention and, where present, elimination of Unacceptable Conduct in stadia in which Official Matches take place; in conjunction with, amongst others, supporters, schools, voluntary organisations, local authorities, local businesses, sponsors, police, players, Officials and players' representatives.

## **Annual Report**

14. Within two months of the last day of each Season make a written report to the Secretary including:-
  - (i) all such programmes operated by the Club and the progress made with such programmes since the last such report;
  - (ii) the measures taken by the Club to prevent and, where present, eliminate in stadia within which Official Matches take place Unacceptable Conduct;

- (iii) a summary of the number and type of incidents of Unacceptable Conduct:
  - (a) at its Home Ground and (b) involving its Officials, Players and supporters at Away Grounds;
- (iv) details of all identifications made and disciplinary actions taken against its players, Officials, supporters and others in connection with and arising out of incidents of Unacceptable Conduct at Official Matches; and
- (v) a copy of the Statement of the Club concerned for the next Season.

### **Incidents of Unacceptable Conduct**

- 15. Bring any Unacceptable Conduct during an Official Match at its Home Ground to the immediate attention of:-
  - (i) any police match commander or his nominee; and
  - (ii) to the Club's safety officer or other Official having control of the stadium.
- 16. Take all reasonably practicable steps, including by the involvement of spectators, supporters groups, stewards, police, players, Officials and others, to identify those who engage in and/or contribute to Unacceptable Conduct at an Official Match.

### **CCTV Systems and Retention of Data**

- 17. If it is a Club entitled for the time being to participate in the Premiership, install and fully utilise at every Official Match at which it is the Home Club an efficient and effective CCTV system capable of identifying, recording and retaining the facial image of persons engaging in Unacceptable Conduct within the areas of its Home Ground where the Match may be viewed and at other locations within the stadium to which spectators have access.
- 18. Record and retain all moving and still images and audio recordings of spectators and Officials taken and/or made by or on behalf of a Club relating to or concerning an Official Match until the later of:
  - (i) not less than [14] clear days have elapsed after the relevant Official Match; and

- (ii) where the Company has notified a Club in writing that there is or may be an investigation by the Company regarding Unacceptable Conduct at an Official Match, the Company has given written permission for such recordings not to be so retained.

### **Investigation and Reporting of Incidents of Unacceptable Conduct**

19. Where it has any evidence or information that they may have been Unacceptable Conduct at an Official Match in which any one or more of its Officials, Players, supporters or others engaged or contributed to, except to the extent that it would be unlawful for the Club concerned, expeditiously:-

- (i) investigate such alleged engagement and/or contribution on the part any one or more of its Officials, Players, supporters or others connected with the Club;
- (ii) impose disciplinary action/sanctions, as set out in paragraphs 9 and 21 of this Guidance, on those established to have so engaged and/or contributed to such Unacceptable Conduct; and
- (iii) report in writing to the Secretary, the details of all incidents of Unacceptable Conduct in which any of its Officials, Players, supporters and others connected with the Club have been engaged and/or have contributed to, the investigation carried out, the identity of those identified as having engaged in and/or contributed to such Unacceptable Conduct and the disciplinary action taken against those established to have so engaged and/or contributed.<sup>5</sup>

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<sup>5</sup> An investigation by the police into an incident which may involve Unacceptable Conduct and the arrest and/or charging of those alleged to have been involved are not in and of themselves a reason or reasons for a Club not to carry out its own investigation into such conduct and to take disciplinary action/sanctions against those who are established by the Club to have engaged and/or participated in Unacceptable Conduct. There may be exceptional circumstances in which the police specifically request that a Club defer an investigation and/or the taking of disciplinary action; in addition, when charges have been brought, a warrant for arrest has been granted and/or a prosecution is pending there may be restrictions imposed by law on certain actions a Club can take. In such circumstances Clubs should consult with the police, prosecuting authorities and/or its own legal advisors on whether its own investigations and/or disciplinary processes can continue pending the resolution of criminal procedures. Any such deferral should be for the minimum period possible and should be fully documented with specific reasons.

20. Fully liaise with the police so as to assist any police investigations into an incident which may involve criminal conduct at an Official Match and seek to obtain from the police any evidence in the possession of the police which may assist a Club investigation, a Company investigation and/or the identification and disciplining by the Club of an Official, Player, other employee, contractor or supporter of the Club who has engaged in and/or contributed to Unacceptable Conduct at an Official Match.

### **Sanctions for Unacceptable Conduct**

21. Apply proportionate sanction(s) against a supporter or person exercising a function for or connected with that Club (other than as an Official, Player or other employee or contractor of the Club, each of whom are to be dealt with in terms of paragraph 9 above) who engages in Unacceptable Conduct at an Official Match and who has been, or is reasonably capable of being, identified. The range of such sanctions should include exclusion from the Home Ground of the Club concerned, exclusion from all forms of Club organised and/or supported travel and/or the confiscation, without compensation, of any Season book/ticket(s) held by such person for a period or periods of time or indefinitely and/or the exclusion from being able to purchase or otherwise acquire tickets for Away Matches which may be sold or otherwise distributed by the Club concerned.

### **Club Records**

22. Keep a written record, a copy of which should be promptly made available to the Secretary on request, of all requests made by the Club for police assistance and/or police intervention in relation to incidents of Unacceptable Conduct at its Home Ground at Official Matches and the response of the police to such request(s) and of all Club investigations regarding alleged Unacceptable Conduct and any disciplinary action taken and/or sanctions imposed.



## **Annex 6**

### **Rules of Procedure**

#### **1. General Rules**

1.1 These Rules of Procedure have been made by the Board under and in terms of Rule J13 and they shall apply to pre and post hearing procedures and hearings in relation to:-

1.1.1 an alleged breach of or failure to fulfil the Rules;

1.1.2 Appeals;

1.1.3 an application for consent, approval, permission, waiver, period of grace or the like made in terms of the Rules;

1.1.4 Adjudications;

1.1.5 a Compensation Tribunal hearing an application for Compensation;

1.1.6 an appeal in connection with Development Contribution;

1.1.7 an appeal to an Appeal Tribunal in terms of Rule E11;

1.1.8 any other proceedings or process where the Board considers it appropriate that they should apply.

1.2 Definitions of words and phrases in the Rules of the Scottish Premier League shall apply in these Rules of Procedure. In these Rules of Procedure the Board, including any subcommittee of the Board, a Commission and other body appointed in terms of the Rules to enquire into and/or determine any matter is referred to as a "Tribunal".

1.3 Any deviation from any provision of these Rules of Procedure and/or any other irregularity, omission, technicality or other defect in the procedures followed shall not invalidate any finding, procedure or decision unless it is shown to render the proceedings unreliable or to have caused a miscarriage of justice.

1.4 Notwithstanding these Rules of Procedure, a Tribunal shall have the power to regulate the hearing procedures adopted by it and in so doing any may deviate from the hearing procedures in part 2 of these Rules of Procedure as it considers appropriate and expedient so as to dispose of any matter before it justly and expeditiously.

1.5 A Tribunal may be assisted by the Secretary (or his substitute), other clerk, legal adviser and/or technical expert as shall be considered expedient by the chairman of the Tribunal. The Secretary (or his substitute), legal adviser and/or technical expert shall be entitled to take such part in the proceedings, except that he or she shall not have a vote, prior to and at any hearing as the chairman shall think appropriate and shall be entitled, with the permission of the chairman, to be present and give advice to the Tribunal when the Tribunal undertakes its deliberations on any matter before it. Any advice given by any technical expert appointed to assist the Tribunal

shall be disclosed to parties in advance of any determination being made by a Tribunal which takes account of such advice and parties shall be afforded a reasonable opportunity to make representations on such advice before any such determination is made.

- 1.6 Except as otherwise provided in the Rules or in these Rules of Procedure the chairman of a Tribunal shall be entitled to determine any issue or matter of procedure arising prior to, during or in connection with any hearing.
- 1.7 The chairman of a Tribunal shall be entitled to make such order or orders as he may think appropriate and/or expedient in advance of any hearing or adjourned hearing requiring any person or party to attend at a hearing, to produce any document or provide any information to any hearing, to provide in advance of any hearing a written submission or outline of case or the like, to provide details of any witnesses who may be called at any hearing, to provide in advance, by such time or times as he may think appropriate, written statements of such witnesses and any documents or other materials as may be in the possession of such person or party, to disclose any or all of such to any other parties with an interest in the proceedings and any other order as he considers will assist in securing a just and expeditious disposal of any matter or issue before or which may be before the Tribunal.
- 1.8 The chairman of the Tribunal may make such enquiries or direct that such enquiries be made as regards the facts related any matter for consideration by the Tribunal and adduce such evidence secured by such enquiries to the Tribunal as he shall consider appropriate and expedient for the purpose of securing a just and expeditious disposal of any matter or issue before or which may be before the Tribunal.
- 1.9 In the event that a party to any proceedings before a Tribunal shall fail to comply with any order or requirement of the chairman of the Tribunal then the chairman shall be entitled to impose such sanction and/or make such default order, including

an order granting any remedy or relief sought or dismissal of any claim made as shall seem appropriate to the chairman.

- 1.10 All hearings shall be conducted in private.
- 1.11 A Tribunal shall be entitled to adjourn or postpone a hearing as it sees fit.
- 1.12 Except with the express approval of the Board or the chairman, no member of a Tribunal or any person or party appearing or attending, in any capacity, at a hearing before a Tribunal shall make any statement or disclosure to any third party concerning any event which took place at and any statement made or document or other materials considered during or in connection with such a hearing.
- 1.13 A Tribunal shall be entitled to determine any matter before it notwithstanding that a party invited or entitled to attend shall fail, decline or shall elect not to attend and/or present any evidence and/or make any representations at or to a hearing.

## **2. Hearing Procedures**

- 2.1 At the commencement of any hearing, the chairman of the Tribunal shall confirm the identities of the persons admitted to the hearing and introduce the members of the Tribunal and of any clerk, legal adviser and/or technical expert assisting the Tribunal. The chairman shall confirm the nature of the matter or matters in issue before the Tribunal and confirm what documents and other materials are before the Tribunal. The chairman shall also outline the procedures to be followed during the course of the hearing including the order in which parties shall present their respective cases if more than one is present.
- 2.2 Where the Secretary (or his substitute) has gathered evidence in relation to the matter for determination by a Tribunal he shall present such evidence as the first evidence at a hearing.

- 2.3 Where any evidence has been secured as a consequence of enquiries made by or on behalf of the chairman, and he has determined that same shall be adduced, he shall make such evidence available to the Tribunal as the second evidence at any hearing.
- 2.4 Parties appearing before a Tribunal may present evidence by oral or written statement, produce original documents or copies, refer to them and call witnesses.
- 2.5 In any case where a witness does not attend at a hearing for whatever reason, the Tribunal shall be entitled to take account of that witness' evidence as is made apparent to it in any other form. This includes, for example, by telephone, teleconference, video, web conference, recording, affidavit, report or written statement. Witnesses who are not parties or officers of parties shall not be allowed to be present during the hearing except when they are to give evidence. After giving evidence, witnesses shall retire but shall be subject to recall by or with the permission of the chairman of the Tribunal.
- 2.6 A Tribunal shall not be bound by any formal rules of evidence and may accept evidence in any form. However, it shall be entitled to accord to evidence such weight as seems to the Tribunal proper having regard to the quality of the evidence and the reliability and credibility of same.
- 2.7 The members of a Tribunal may ask such questions of any party or witness at any time. There shall be no cross-examination of witnesses by or on behalf of a party, except through or with the permission of the chairman of the Tribunal.
- 2.8 Generally, where a determination on a matter of principle or liability falls to be made by a Tribunal the determination of same shall be made and communicated to the party or parties concerned in advance of the consideration and determination of any issue of penalty, remedy, *quantum* or the like.

- 2.9 Prior to the parties being invited to leave the hearing, the parties shall be given the opportunity of making closing submissions in such order as shall seem most appropriate to the chairman.
- 2.10 A Tribunal shall conduct its deliberations in private.
- 2.11 A Tribunal may reconvene and announce any decision orally to the party or parties.

## **Annex 7**

### **PYRAMID PLAY-OFF COMPETITION RULES**

#### **I Definitions, Interpretation and Infringement of these Pyramid Play-Off Competition Rules**

- (a) In these Pyramid Play-Off Competition Rules, the following words and terms shall (unless the context otherwise requires) have the following meanings:

“Club 42” means the Club occupying position 42 or if there are more than 42 Clubs in the Scottish Professional Football League (“SPFL”) in the relevant Season the Club occupying the lowest position in the SPFL at the end of the relevant Season;

“Membership Criteria” means the membership criteria of the SPFL;

“Pyramid Play-Off Competition” means the competition at the end of the season to determine which Club, if any, is to be relegated from the SPFL to the Scottish Highland Football League (“SHFL”) or the Scottish Lowland Football League (“SLFL”) and which Club, if any, is to be promoted from the SHFL or the SLFL to the SPFL;

“Radio Transmission” means any terrestrial or satellite, analogue, digital or otherwise radio broadcast or transmission of sounds and/or commentary upon any match taking place as part of the Pyramid Play-Off Competition not consisting solely of storage and distribution of recorded sounds in tangible form whether such radio transmission is on a live or recorded basis in whole or as excerpts or clips;

“rights, facilities and properties” includes, but is not limited to, all contractual and property (whether tangible or intangible) rights, all rights in and relating to intellectual property, including all rights held by way of license, all image and other similar rights held in respect of Players and all rights of access to databases and database rights generally;

“Team Lines” means the team lines using the format set out in the annex to these Pyramid Play-Off Rules which shall be utilised for all matches played in the Play-Off Competition; and

“Transmission” means the transmission through any available device or medium of any terrestrial or satellite broadcast or transmission of television of moving pictures (with or without sound) and any other means of transmission of moving pictures, including, without limitation, by broadband, IPTV, mobile network or any other new or other media means or mode of transmission of any match taking place as part of the Pyramid Play-Off Competition or cable relay of such broadcast or transmission or inclusion of such moving pictures in a cable programme service not consisting solely of the storage and distribution of recorded pictures with or without sound in tangible form whether such broadcast or transmission is on a live or recorded basis in whole or as excerpts or clips.

- (b) References to rules within these Pyramid Play-Off Rules are references to the rules that are contained within this annex unless otherwise stated. Capitalised words and phrases not defined in these rules have the meanings ascribed to them in the Rules of the SPFL.
- (c) Any amendment to these Pyramid Play-Off Rules must be agreed by each of the Scottish FA, SPFL, SHFL and SLFL prior to it becoming effective.

## **II Infringement of Pyramid Play-Off Competition Rules**

- (a) Any club, Official, Player, or other person, who infringes any of these Pyramid Play-Off Rules, shall be liable to a fine, censure, suspension, order to replay a Pyramid Play-Off Match (in the case of a club), ejection from the Pyramid Play-Off Competition (in the case of a club) and/or any such other sanction(s) as specified within the Judicial Panel Protocol of the Scottish FA.



- (b) The Judicial Panel is empowered to consider and determine any allegations of infringement of these Pyramid Play-Off Rules and to impose such sanction(s), as specified within the Judicial Panel Protocol or in these rules, as it considers appropriate in order to deal justly with the case in question except where the sanction for a specific infringement is mandatory. In particular (but without prejudice to the generality):
- (i) a club which is found to have infringed these Pyramid Play-Off Rules, may be ordered to replay the Pyramid Play-Off Match in question, at a time and venue and subject to whatever conditions (including as to allocation and/or indemnification of financial benefits and liabilities) as deemed appropriate by the Judicial Panel in its absolute discretion;
  - (ii) where a club is found to have named within Team Lines a player who is not eligible to participate in the relevant match in the Pyramid Play-Off Competition pursuant to these Pyramid Play-Off Rules and/or the disciplinary procedures of the Scottish FA, then such Club will be ejected from the Pyramid Play-Off Competition. No party or other body (including but not limited to the Judicial Panel) shall be entitled to waive or modify the application of this Rule in any circumstances; and
  - (iii) in the event of disorderly conduct by a club in breach of the Articles of Association of the Scottish FA, such club may be ejected from the Pyramid Play-Off Competition.
- (c) For the avoidance of doubt, the provisions of this rule II do not supersede or override the terms of any other rule which addresses sanctions for infringement thereof.
- (d) No appeals shall be permissible from a Judicial Panel decision in relation to an infringement of these Pyramid Play-Off Rules.

- (e) Notwithstanding the terms above, the Scottish FA has the power to investigate any matter pursuant to the operation of the Pyramid Play-Off Competition.

### **III Team Eligibility and Running of Competition**

- (a) The League Champions of the SHFL and the SLFL at the end of season 2015/2016 and in each season thereafter will (subject to rule III(f)) take part in the Play-Off Match which shall consist of a home and away two-legged match approved and organised by the Scottish F.A to determine, subject to these rules, which club shall take part in the Pyramid Play-Off Match. A draw supervised by the Scottish FA will determine which club has home advantage in the first match.
- (b) The winner of the match detailed in rule III(a), or the team determined in accordance with rule III(f), will enter a home and away two-legged match against Club 42 known as the “Pyramid Play-Off Match”. The Pyramid Play-Off Match pursuant to this rule III(b) shall be approved and organised by the SPFL and the basis on which the Pyramid Play-Off Match shall take place shall be as specified in the SPFL Rules. The winner of the Pyramid Play-Off Match will be entitled to be a member of and play in the SPFL League Two during the immediately succeeding Season and shall thereafter comply with the Rules and Regulations of the SPFL.
- (c) In the event of Club 42 losing the Pyramid Play-Off Match, it will be relegated to the SHFL League if its Registered Ground is located North of Degree of Latitude 56,4513N or to the SLFL if its Registered Ground is located South of Degree of Latitude 56,4513N and it shall thereafter comply with the rules and regulations of the relevant league.
- (d) The winning club in the Play-Off Match will be the club which scores the greatest number of goals over the relevant two match tie. In the event that the aggregate scores are equal after the second leg of the tie, extra time of thirty minutes (fifteen minutes each way) will take place and thereafter if necessary kicks from the penalty mark will be taken in accordance with the rules laid down by The International

Football Association Board, which will determine the winner.

- (e) The two legs in each of the Play-Off Match and the Pyramid Play-Off Match will take place on dates and at times determined by the SPFL Board.
- (f) In the event that one of the Champion Clubs in the SHFL or the SLFL fails to comply with the Membership Criteria in circumstances where it is required to do so as the Candidate Club in terms of the SPFL Rules, and the SPFL Board has not granted any waiver, relaxation or period of grace in respect of that club's requirement to comply with the Membership Criteria, there will be no Play-Off Match in terms of rule III(a) and, the other Champion Club will automatically go forward to the Pyramid Play-Off Match in terms of rule III(b).
- (g) In the event that neither the Champion Club of the SHFL nor of the SLFL complies with the Membership Criteria in circumstances where it is required to do so as the Candidate Club in terms of the SPFL Rules, and the SPFL Board has not granted any waiver, relaxation or period of grace in respect of both Clubs' requirement to comply with the relevant part of the Membership Criteria, there will be no Pyramid Play-Off Competition at the end of the relevant Season and Club 42 will retain its place in the SPFL in the immediately succeeding Season.

#### **IV Competition Rules – General**

##### **Laws of the Game**

- (a) All matches will be played according to the Laws of the Game as recognised by the Scottish Football Association Ltd.

##### **Appointment of Match Officials**

- (b) Match officials shall be appointed by the Scottish FA from those referees whose names are included in the list of referees maintained by the Scottish FA.

- (c) A Club may not refuse to accept the services of any match officials appointed by the Scottish FA. If any Club refuses to play a match due to an objection or concern about the identity of any match official, it shall be liable to ejection from the Play-Off Competition together with such other sanctions as are imposed pursuant to the provisions above under the heading of Infringement of Pyramid Play-Off Rules.
- (d) Fees and expenses of match officials shall be paid by the Scottish FA in accordance with paragraph (ff) of these Pyramid Play-Off Rules.

### **Clash of Colours**

- (e) When the colours of the two competing clubs in the same match are alike or similar, the visiting club shall change to its second-choice colours or a combination of its first and second choice colours (or, if applicable, third choice colours) provided that these do not include any of the basic colours of the home club. Whether or not there is a clash shall be determined by the referee in his sole discretion.
- (f) The colour of the goalkeeper's shirt must, in all cases, be clearly distinguishable from the colours of the shirts worn by all outfield Players of both participating clubs in any match and from those of the match officials. Whether or not there is a clash shall be determined by the referee in his sole discretion.

### **Number of Players and Substitutes**

- (g) Except for the circumstances described below under Replacement of Players on a Team Line, a team shall consist of eleven players and is permitted to list a minimum of five substitutes up to a maximum of seven, of whom not more than three may take part in the match. The team list must include two recognised goalkeepers, one of whom must be named as a substitute.

## **Eligibility of Players**

- (h) Only a Player registered at the Scottish FA by a Club on 31 March in the year of the relevant Play-Off Competition shall be entitled to be listed on the Team Lines of said Club for the purposes of playing in the Play-Off Competition.
- (i) All Players in the Pyramid Play-Off Competition must be eligible to play in the relevant match having regard in particular (but without prejudice to the generality to the Registration Procedures and the Disciplinary Procedures.

## **Team Lines**

- (j) The Team Line for matches in the Pyramid Play-Off Competition shall permit the listing of eleven players, a minimum of five substitutes up to a maximum of seven, and six technical personnel. The Team Line must be submitted in order to enable a Club to participate in a match in the Pyramid Play-Off Competition.
- (k) Not later than 60 minutes before the start of a leg of a match, each Club will hand to the Referee and to its opponents a duplicate of the Team Lines for that club for the relevant leg. The Team Line shall contain accurate and complete details of the numbers, full player names in relation to not more than eighteen players, together with full names of the technical personnel to be seated within the technical area (subject to a maximum of six such technical personnel). The Team Line must be completed in block capitals, and signed by the club secretary or other accredited official. Upon such signature, such Team Line shall be deemed to be complete and binding on the Club concerned.
- (l) The eleven first named players on the Team Line must commence the match. The other named players are designated as substitutes. The numbers on the players' shirts and/or shorts must correspond to the numbers indicated on the Team Line. The goalkeepers and team captain must be identified.

- (m) Only three of the substitutes listed on the Team Line may take part in the match. A player who has been substituted may take no further part in the match.
- (n) It is recommended that a club's doctor and physiotherapist are listed on the Team Line and accommodated in the technical area within the category of technical personnel.

### **Replacement of Players on the Team Line**

- (o) If any of the first eleven players listed on the Team Line is not able to start the match due to unexpected physical incapacity or other extreme circumstances (which are explained to and accepted by the referee), he may only be replaced by one of the named substitutes. The substitute(s) in question may then only be replaced by an eligible player(s) not originally listed on the Team Line as signed, so that the quota of substitutes is not reduced. During the match, three players may still be substituted.
- (p) If any of the named substitutes listed on the Team Line is not able at the start of the match to be fielded due to unexpected physical incapacity or other extreme circumstances (which are explained to and accepted by the referee), he may only be replaced by an eligible player not originally listed on the Team Line as signed.
- (q) If none of the goalkeepers listed on the Team Line is able to be fielded due to unexpected physical incapacity or other extreme circumstances (which are explained to and accepted by the referee), then one may be replaced but only by an eligible goalkeeper not originally listed on the Team Line as signed.
- (r) If for any reason changes require to be made to the Team Line pursuant to the above provisions (and said changes are accepted by the referee) then the club

must notify its opponent immediately thereafter.

- (s) The club concerned must in addition to the requirements set out above, upon request, provide the Scottish FA and/or the SPFL with necessary medical certificates and/or a full written explanation of the circumstances that caused the change.
- (t) The Scottish FA and/or the SPFL shall keep a register of the names of all of the players who take part in the Pyramid Play-Off Competition. The register shall be open for inspection by all clubs taking part in said Pyramid Play-Off Competition.

#### **Pitch Protection**

- (u) In order to protect the pitch and unless otherwise agreed between both participating clubs, the following procedures shall be adopted by players and Officials in the periods immediately before and after and at half time during a match in the Pyramid Play-Off Competition:
  - (v) the pitch shall only be used for warming up or warming down by the players listed in the Team Lines;
  - (w) pre-match warming up by either team shall not commence until at the earliest 60 minutes before the scheduled kick-off time, shall not last for more than 30 minutes, and shall end not later than 10 minutes before the scheduled kick-off time;
  - (x) if portable goals are provided they shall be used for all goalkeeping drills other than crossing practice;
  - (y) the goalmouth area shall be used by goalkeepers only if portable goals are not provided or for crossing practice and then only for not more than 20

minutes;

- (z) for the purposes of warming up and warming down each team shall use only part of the pitch between the edge of a penalty area and the half way line or as otherwise directed by the groundsman;
- (aa) all speed and stamina work shall be undertaken off the pitch parallel to the touchline opposite the side to be patrolled by the assistant referee or, in the absence of sufficient space at that location, in that part of the pitch as directed by the groundsman;
- (bb) players using the pitch at half time shall give due consideration to any other activity or entertainment taking place on the pitch at the same time;
- (cc) the home club may water the pitch provided that it gives reasonable notice to the referee and the other club that it intends to do so and that any such watering is carried out evenly over the entire length and width of the pitch;  
and
- (dd) any warming down after the conclusion of a match shall last for no longer than 15 minutes and for that purpose neither penalty area shall be used.

#### **Admission Charges and Abandoned Matches**

- (ee) The Home Club in any leg in a Play-Off Match or any leg in a Pyramid Play-Off Match shall, in its absolute discretion, determine admission charges (subject to these being the same for home and away supporters for broadly comparable facilities).
- (ff) The Home Club in any leg in a Play-Off Match or any leg in a Pyramid Play-Off Match shall be responsible for all match expenses and shall (subject to Part IV of these Pyramid Play-Off Rules) retain the net receipts in relation to said Play-Off Match. The fees and expenses of the match officials will be the responsibility of the



Scottish FA.

- (gg) The Scottish FA and / or SPFL shall be entitled to request that the Home Club in any Play-Off Match provides a written statement of gate receipts and expenses incurred.
- (hh) In the event of a leg in a Play-Off Match or a leg in a Pyramid Play-Off Match being abandoned the Board of the SPFL shall determine the requirement and/or arrangements for any such leg being replayed or the Board of the SPFL may determine a deemed result of such leg and, said decision of the SPFL Board shall be final and binding and shall not be open to challenge.

## **V Commercial Rules**

- (a) The clubs taking part in a Pyramid Play-Off Competition and each of them agree to centrally pool and market their rights, facilities and properties relating to and concerning, Radio Transmission and Transmission of matches in the relevant Pyramid Play-Off Competition for exclusive exploitation by the SPFL and the Scottish FA.
- (b) The clubs taking part in a Pyramid Play-Off Competition and each of them hereby authorise the SPFL and the Scottish FA to enter into commercial contracts for the commercial exploitation of the matches (or any of them) in the relevant Pyramid Play-Off Competition (the "Pyramid Commercial Contracts") including but not limited to Pyramid Commercial Contracts in relation to any Radio Transmission, Transmission, sponsorship or advertising of or at the matches (or any of them) in the Pyramid Play-Off Competition.
- (c) The Clubs taking part in a Pyramid Play-Off Competition and each of them shall license and otherwise provide to the SPFL and the Scottish FA the use of such of their other rights, facilities and properties as may be required by the SPFL and the Scottish FA to enable the SPFL and the Scottish FA to enter into and fulfil its/their obligations under and in terms of Pyramid Commercial Contracts entered into or to be entered

into by the SPFL and the Scottish FA in relation to the relevant Pyramid Play-Off Competition.

- (d) Except pursuant to a Pyramid Commercial Contract, there shall be no and, each of the clubs shall in respect of a match in a Pyramid Play-Off Competition played at their home ground procure that there shall not be any Radio Transmission and/or Transmission of all or any part of a said match without the prior written approval of the SPFL and the Scottish FA.
- (e) The clubs taking part in a Pyramid Play-Off Competition and each of them shall not by any act or omission infringe any exclusive rights granted by the SPFL or the Scottish FA in a Pyramid Commercial Contract or otherwise cause any breach thereof to occur.
- (f) The SPFL and Scottish FA shall determine in their absolute discretion any costs, expenses, charges or any other sum or amount to be charged and/or off-set against any income generated by Pyramid Commercial Contracts before any distribution in terms of rule V(h).
- (g) The SPFL and Scottish FA shall not be permitted to make a charge or set-off in terms of rule V(f) except in relation to or in respect of any cost, expense, liability or charge incurred or for which either or both may be liable arising out of or related to the Pyramid Play-Off Competition and/or the operation of the Pyramid arrangements generally.
- (h) Any net profit generated by the SPFL and by the Scottish FA pursuant to this Part IV of these Pyramid Play-Off Competition Rules shall be distributed to the Clubs participating in the Pyramid Play-Off Competition on a basis agreed from time to time by the SPFL and Scottish FA.

**Annex to Pyramid Play-Off Competition Rules**

**Form of Team Line**

# PYRAMID PLAY-OFFS TEAMLINE



MATCH DETAILS		DATE	
VENUE		ROUND	KICK-OFF
DETAILS OF TEAM REPRESENTING			F.C.

No.	Name (FIRST NAME & SURNAME)	Goal Scorer(s)	Time of Goals

No.	Name (FIRST NAME & SURNAME)	Goal Scorer(s)	Time of Goals
Sub GK			
Sub.			
Sub.			
Sub.			
Sub.			
Sub.			
Sub.			
Sub.			

## TECHNICAL AREA OFFICIALS

	FORENAME / SURNAME	DESIGNATION
1		
2		
3		
4		
5		
6		

SIGNED (CLUB SECRETARY OR ACCREDITED OFICIAL)	PRINT NAME
---	------------

RESULT	HALF TIME	FULL TIME	AFTER EXTRA TIME	KICKS FROM PENALTY MARK	
_____ F.C.	_____	_____	_____	_____	goals
_____ F.C.	_____	_____	_____	_____	goals

## SUBSTITUTIONS

Player no. \_\_\_\_\_ substituted for player no. \_\_\_\_\_ in \_\_\_\_\_ minute  
 Player no. \_\_\_\_\_ substituted for player no. \_\_\_\_\_ in \_\_\_\_\_ minute  
 Player no. \_\_\_\_\_ substituted for player no. \_\_\_\_\_ in \_\_\_\_\_ minute

SIGNED (REFEREE)	PRINT NAME
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## Annex 8

### **PLAYING KIT RULES**

**These Rules are made by the Board in terms of Rules G46 and G64.**

#### **1 THE SHIRT AND LEAGUE SPONSOR LOGO**

The shirt of all Players in a League Match and Play-Off Match must carry the League sponsor's approved logo on the outer face of each sleeve, midway between the elbow and the shoulder as illustrated for Season 2016/2017 below.



**The remaining provisions of these Rules apply to all Official Matches with illustrations on the pages following.**

#### **2 THE SHIRT AND CLUB CREST**

The Club crest may appear on the chest of the shirt. The manufacturer's identification (either mark or name) may also appear on the chest of the shirt and each sleeve. The area of the Club crest should not exceed 100cm<sup>2</sup>; the area of the manufacturer's identification should not exceed 20cm<sup>2</sup>.

#### **3 FRONT OF SHIRT**

A Club may also include a sponsor or advertiser on the front of the shirt.

The space available to a sponsor or advertiser is a total area of 200cm<sup>2</sup> on the front of the shirt. No manufacturer identification, design or other elements may be incorporated lettering used.

#### **4 BACK OF SHIRT**

A Club may also include up to two sponsor or advertiser logos on the back of the shirt. These may be identical or different.

The space available to a sponsor or advertiser being a total area of 100cm<sup>2</sup> on the back of the shirt, above the player name and/or below the number, horizontally centred. Lettering used must not exceed 5cm in height. No manufacturer identification, design or other elements may be incorporated in the lettering used.

A Club may have different sponsors or advertisers on its away shirt from those on its home shirt.

#### **5 THE SHORTS**

A Club may include one sponsor or advertiser on the shorts. For the avoidance of doubt this is additional to the Club crest (maximum area 50 cm<sup>2</sup>) and the manufacturer's identification (maximum area 20cm<sup>2</sup>).

The space available to a sponsor or advertiser is a total area of 100cm<sup>2</sup> on the right-hand side, from the perspective of the wearer, at the front or back.

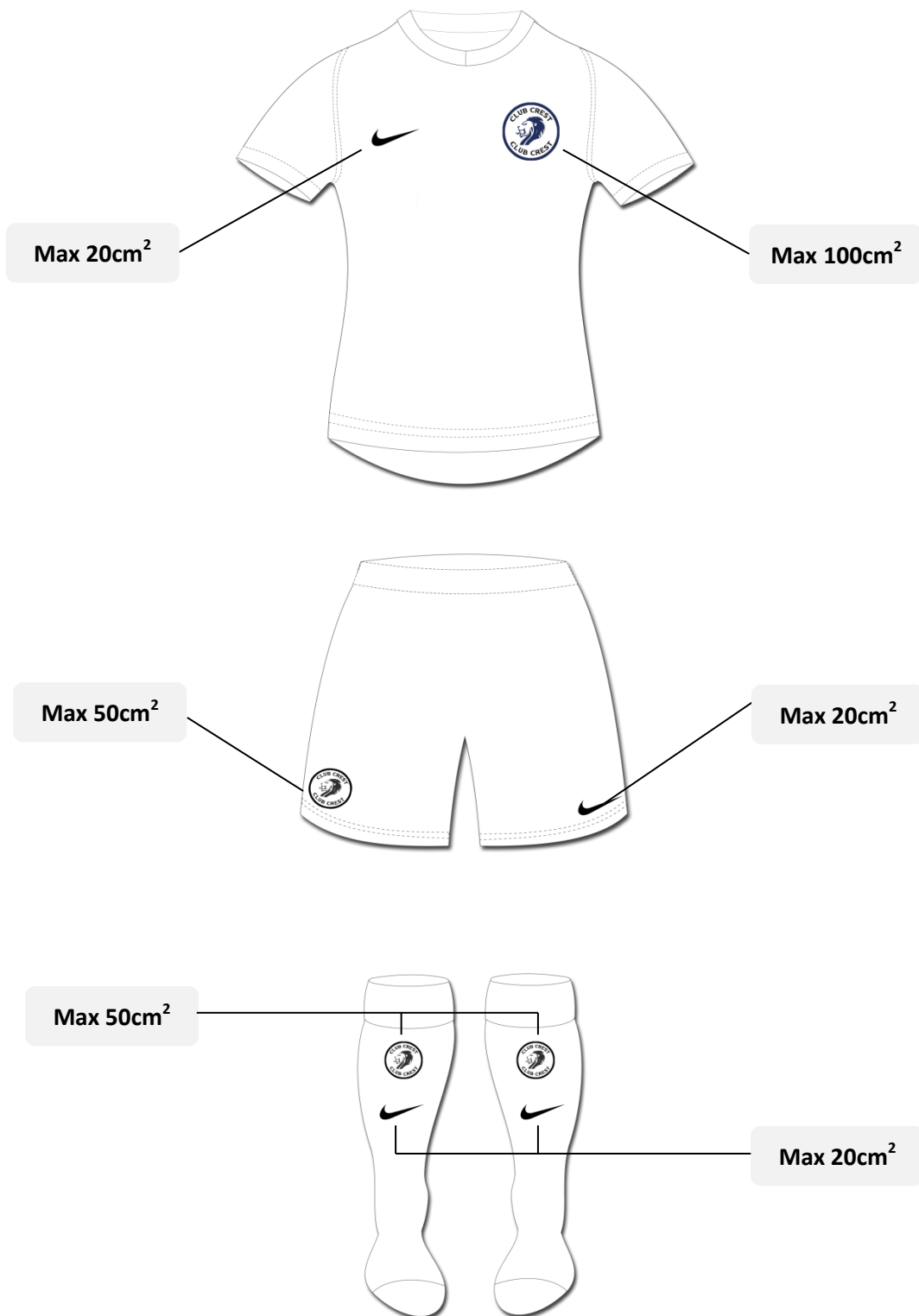
A Club may include a number on the back of the shorts in addition to the number on the front left-hand side, from the perspective of the wearer.

## **6 THE SOCKS**

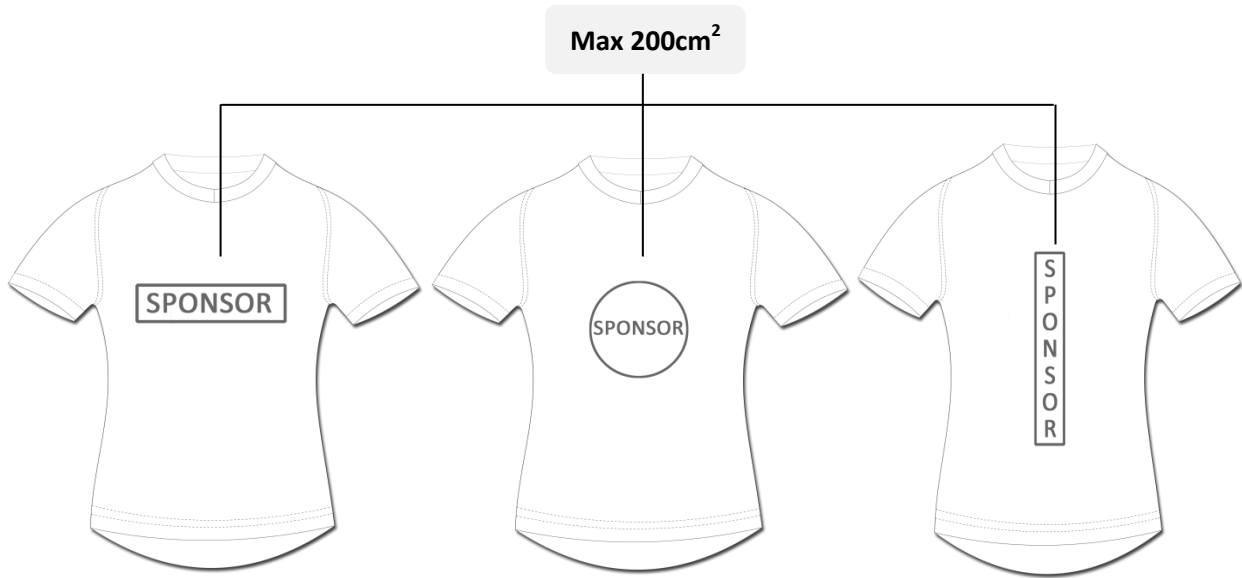
A Club may include one sponsor or advertiser on the socks. For the avoidance of doubt this is additional to the Club crest (maximum area 50 cm<sup>2</sup>) and the manufacturer's identification (maximum area 20cm<sup>2</sup>).

The space available to a sponsor or advertiser is a total area of 25cm<sup>2</sup> on each sock. The same sponsor or advertiser must be used on both socks.

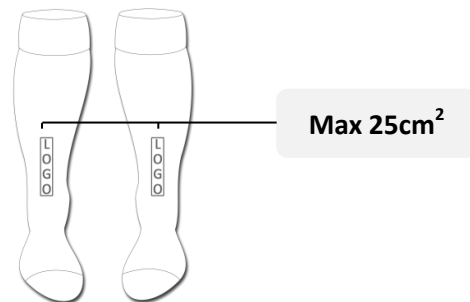
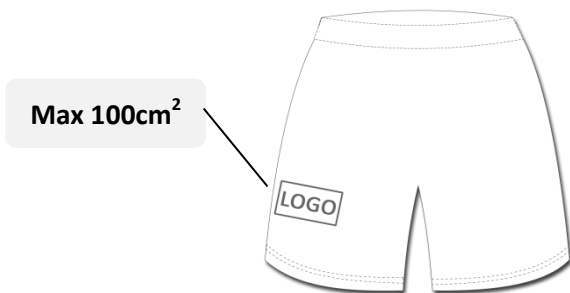
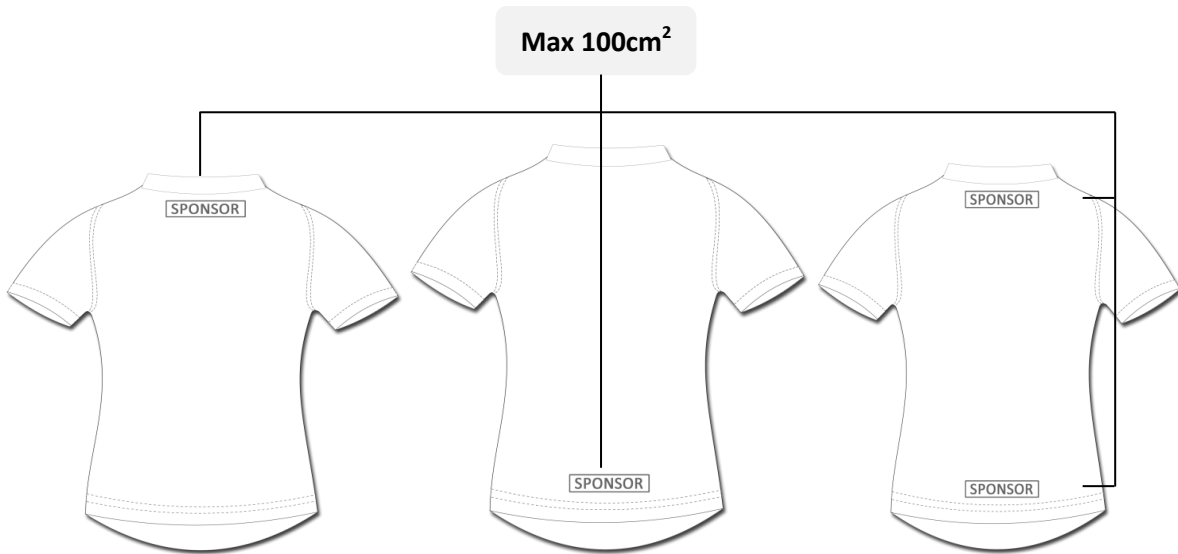
**CLUB CREST and MANUFACTURER'S IDENTIFICATION**



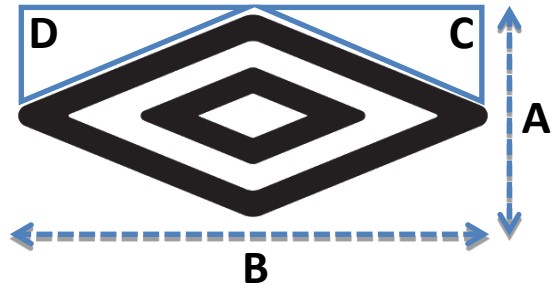
## SPONSORSHIP DESIGNATION



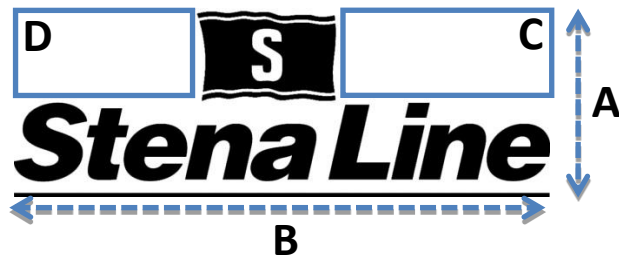
*Vertical Sponsor can be centre, left or right.*





MEASUREMENT GUIDE

(A multiplied by B less C+ D)



(A multiplied by B less C+ D)



(Circular sponsor advertising will be measured as  $\pi r^2$ )