

Decision of the SPFL Disciplinary Hearing relating to The Falkirk Football and Athletic Club Limited that commenced on 23rd November 2018.

The tribunal consisted of Rory Bannerman (Solicitor and Chair), Anne McKeown (Solicitor and Director of Arbroath FC) and Alan Burrows (SPFL Board Member).

Evidence was heard on 23rd November 2018 being oral evidence from Margaret Lang (Chair of Falkirk FC), Warren Hawke (CEO of Greenock Morton FC), Crawford Rae (Chair of Greenock Morton FC) and from Raymond McKinnon (Manager of Falkirk FC and prior to that manager of Greenock Morton FC).

In addition to that, we had before us evidence in written form including of the Greenock Morton complaint to the SPFL Board, the SPFL letter to Falkirk FC of 13th September 2018 setting out the allegation that the club had breached SPFL rules D9, D10 and/or D11 relative to the appointment of Mr Ray McKinnon, Mr Darren Taylor and Mr Graeme Henderson and a variety of productions, including documentation made available by both clubs and by the SPFL which included various contracts of employment and various statements, as well as email chains, letters, a timeline, Twitter feeds and Facebook postings as well as items taken from the Falkirk FC website, and loan agreement related documentation to do with the player Zak Rudden.

We reminded ourselves that the case against Falkirk FC, in respect of the three aforementioned persons related to SPFL rules as follows:-

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 him employment without consent of that other club. For the purpose of this rule D9 (Club) means a member club of the Scottish FA.

D10 No club shall either directly or indirectly 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 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.

We are accordingly entitled to utilise our powers under Section J of the aforementioned SPFL Rules. Within Section J that we were constituted in terms of Rule J1. The club were legally represented and the SPFL were represented by Mr Rod McKenzie. FFC were represented by Ms Amanda Jones. Further, we consider we had the right to consider oral and written evidence, statements provided by witnesses and other documentation and to weight it all in the balance and consider all the evidence in the round.

In this case we considered that the standard of proof was on the balance of probabilities.

We heard evidence about the contracts entered into by the three individuals with Greenock Morton FC, in particular from Mr Ray McKinnon, as well as noting the written statements of witnesses about same. It was plain to us that Mr McKinnon and Mr Taylor were, along with Mr Sherry, fundamentally misunderstanding the terms of the contract entered into between them and Greenock Morton FC. It is plain to us that these contracts were clearly fixed term contracts commencing in June 2018 and ending in May 2019. Within those contracts there was no provision for the termination of same and that accordingly both employees were bound by the terms of same until either agreeing with their employers' termination of same or until the natural term of the contract. We noted in particular that Mr Sherry and Mr McKinnon were fundamentally misunderstanding the terms of the contract. For example, Mr Sherry stated *'it is my understanding that the agreement reached was that there was to be a one year contract. This was not expected to be a fixed term contract. It was agreed that there would be no compensation or notice due by or to either party in the event that Ray wished to leave, given the fact that the discussions had been around a three year plan and only a one year contract was being offered'*. It may be that Mr Sherry gave incorrect advice to Mr McKinnon about his obligations under the contract but in any event, Mr McKinnon formed the same view about the contract irrespective of the terms of same.

Messrs McKinnon and Mr Taylor may claim to have been less than satisfied with the terms of their contracts but the contracts were plain in their terms, unambiguous, and the evidence coming in statement form and in particular from Mr McKinnon in oral form, was not persuasive, that they could walk away from these contracts at any time.

Indeed we were satisfied that Mr McKinnon at very least had authorised Mr Sherry to look at other employments for him, despite the terms of the contract that he had entered into with Greenock Morton FC and was bound by.

Mr McKinnon was particularly unimpressive in his evidence and we were unable to accept that he was a sufficiently credible witness for his evidence to be relied upon by us, even against the balance of probabilities.

It is with some concern that we note from Mr Sherry's statement that on 28th August he telephoned the CEO at Falkirk FC, Mr Craig Campbell, to leave a message that he had someone who Falkirk would be interested in and that Mr Campbell then called him back *'shortly thereafter and I explained the situation and provided Craig with Ray's name. I advised Craig that Ray (and his assistant Darren Taylor) would be in a position to join Falkirk without any payment of compensation and without needing to give any period of notice. Craig thanked me for the call and said he would advise his board of Ray's possible interest'*. We note that this information is contained within the timeline provided by Falkirk FC but are concerned to note that the telephone call on 30th August from Craig Campbell to Jim Sherry is not listed within that timeline. We also note from Mr Sherry's statement that he relayed that information to Mr McKinnon, yet Mr McKinnon gave evidence to us that the first he heard of Falkirk's interest was on Friday morning from a named reporter, irrespective of the fact that he had apparently authorised Mr Sherry to contact Falkirk much earlier in the week and

that he had been aware on the Thursday, from a call from Mr Sherry, that Falkirk were to pursue their interest.

By those actings of Mr Campbell it is clear to us that both Messrs McKinnon (and Taylor) were directly or indirectly induced, or attempted to be induced on behalf of Falkirk FC, without consent of Greenock Morton, to terminate their respective contracts of employment with a view to offering employment by Falkirk FC.

That Thursday night, Margaret Lang telephoned and left a message for Crawford Rae but did not speak to him until the lunchtime of Friday, by which time Mr McKinnon certainly, and possibly Darren Taylor, had obtained copies of their contracts of employment from Greenock Morton FC, as yet another indication of their clear intention to leave Greenock Morton and to have already been contacted, directly or indirectly, by way of inducement to leave and to move to Falkirk. They had been induced to breach a written contract of employment.

Greenock Morton Football Club were and are a member club of the Scottish FA.

Even when Margaret Lang did telephone Crawford Rae on Friday 31st, Mr McKinnon continued with what now appears to us to be a pretence that he merely wished to find out what Falkirk had to offer by speaking to them, whereas he had already been induced by them to terminate his contract of employment with Greenock Morton and to join Falkirk as an employee. He took with him Mr Taylor who had been similarly induced and we find knew, at very least though Mr McKinnon of the interest from Falkirk.

Margaret Lang's evidence was that they had previously looked at Jim McIntyre out of interest, and two members of staff at Ayr United, prior to focusing on Mr McKinnon but their interest in McKinnon had not crystallised until the 29th and had then made no decision to pursue that until around 7.00 or 8.00pm on the 30th.

She had spoken to Crawford Rae at around 12.07pm on Friday 31st August and that he initially said he would not tell Mr McKinnon he had had any contact from Mrs Lang and would not give his consent but if he was to it would only be for a six figure sum, being the consent to speak to Mr McKinnon with a view to employing him. She states that when Mr Rae told her that he was looking for £100,000 she stated she would go to her board and revert to him if she was going to take this further.

She offered no explanation as to why she missed out of the timeline the earlier call of 12.07pm, when she has put into the timeline that at 13.43pm she was given consent to speak to Mr McKinnon. Certainly, Mr Rae telephoned her then and told her she could speak to him but did not mention Darren Taylor and he did not give consent for Darren Taylor to be spoken to by Falkirk.

After the first telephone call she had told Mr Campbell, her CEO, that consent had been refused by GMFC to by speak to Mr McKinnon.

In that call of 13.43pm Mr Rae gave consent to Falkirk to speak to Mr McKinnon, but we preferred Mr Rae's evidence that this was only to speak to him and not with a view to offering any employment and merely to find out what was available at Falkirk

FC. She could not say how the earlier conversation with Mr Rae had become known to Mr McKinnon within two hours.

Having been given consent to speak to Mr McKinnon she left a voicemail for him giving her CEO's number and took no further part in it.

Although she had only asked to speak to the manager, Mrs Lang gave evidence that she thought that gave her entitlement to speak to the whole of the management team at Greenock Morton. She accepted that in her discussions with Mr Rae there had been no mention made of any member of the management team at Greenock Morton except for Mr McKinnon and that the extent of the request was to speak to him with no mention been made of any wish by Falkirk to offer him a contract of employment and/or to terminate his employment with Falkirk FC.

She didn't know the terms of the SPFL rules that were of relevance but said that a lot happens in football that is not contained in the rules.

She confirmed that Graeme Henderson was employed on the following Tuesday and accepted that nobody had approached Greenock Morton for permission to speak to Graeme Henderson directly.

She conceded that she had not asked Greenock Morton for permission to offer employment to any of the three individuals. Warren Hawke gave evidence and referred to and confirmed the terms of the fixed term contracts of Mr McKinnon and Darren Taylor, but that Graeme Henderson had a contract that merely provided a start date of 17th June 2018. He saw Graeme Henderson as foundation for the future of their club had had given him salaried employment accordingly.

He was concerned that Zak Rudden had been signed before Mr McKinnon was confirmed as Falkirk's manager but we determine that having had sight of all of the information, that the 3.02pm tweet was USA time and the correct UK time was 11.02pm so that his signing was confirmed about five hours after Mr McKinnon signed with Falkirk and around 2 hours after he resigned from GMFC. That may be a red herring and is not an important factor in our decision. He had been previously looking to take Zak Rudden on a loan deal with Greenock Morton but the possibility of that had fallen through by Thursday 30th. However, he was concerned that Mr McKinnon's proposed dealings in the transfer market during the open window (that close on 31st August) had been faltering during the week leaving up to his leaving.

He knew from Falkirk's website at 8.48pm that Mr McKinnon had been employed and it was announced by Falkirk, and he had received a phone call about 6.30pm to confirm that was going to happen.

There had been no communication from Falkirk asking permission to speak to either Taylor or Henderson through him or Crawford Rae and no requests that they terminate their employments to go from Morton to Falkirk.

With regard to Mr Henderson, Mr Hawke's evidence was that he and Crawford Rae had spoken to Mr Henderson at 1.00pm on Saturday 1st September and told him that he was still an integral part of the club and that Henderson had carried on meeting

senior players to plan for training for the week ahead, and he was not aware that Henderson was in any way dissatisfied with his time at Greenock Morton.

Crawford Rae's evidence was very clear and straight forward. As far as he was concerned there was a year's contract for Messrs McKinnon and Taylor which could not be terminated, other than in breach of contract, without Greenock Morton's consent, before 31st May 2019.

It was only when he was at the training ground on Friday 31st August (there having been the team photo carried out on the Thursday) that he had learned that McKinnon may be speaking to Falkirk although he at that time was very happy with his manager and that he had a great team and were delighted with them. He had told Margaret Lang when she phoned that they were happy with their manager and that they were delighted with him, and they did not want to go anywhere, and if anyone wanted to break his contract they would have to pay six figures (she had asked him if that meant £100,000 and he said yes).

Margaret Lang had indicated to him that she understood the compensation clause had been removed from his contract, and he asked her how she knew that if she had had no prior contact with him i.e. Mr McKinnon.

He had not expected to hear back from Falkirk on 31st August but during the lunch period Mr McKinnon contacted him and was uptight and wanted to speak to him, so he arrived at the training ground about 1.30pm with his contract in hand, looking agitated, Mr Rae told him that he had blocked an approach from Falkirk to speak to him about the vacant manager's job at Falkirk.. He did not know how McKinnon could have been aware of that at that stage as he had only just had a phone call with Margaret Lang where he had not given his permission. He had not discussed the call from Falkirk with anyone before McKinnon came to see him about it and he told Mr McKinnon that it would take a six figure sum to release him from the contract. McKinnon had told him that there had been some kind of agreement that he wouldn't stand in his way if he wanted to leave the club and that Mr McKinnon was of the view, as was his agent, that he could walk away without any contractual obligations, which Mr Rae told him was not correct.

Mr McKinnon had told him that he wanted simply to listen to Falkirk, and so Mr Rae decided he would let him speak so he phoned back Mrs Lang and told her Mr McKinnon's contact details, but that he wasn't prepared to let his employee walk away from his contract but that she could speak to him, but did not state that she could offer him employment and/or do anything to encourage Mr McKinnon to terminate his employment contract with Greenock Morton.

He then received a telephone call around 6.30pm from Mr McKinnon saying he was going to take the Falkirk job, something Mr Rae had not seen coming.

At the meeting at around lunchtime with McKinnon and Taylor, Mr Taylor had not said anything and had not asked permission to speak to Falkirk, nor had Falkirk asked to speak to him.

He had then received an email later in the evening from Darren Taylor saying that he had resigned with immediate effect, and later found that he had received an email of similar terms from Mr McKinnon.

He echoed Warren Hawke's evidence about the scenario over the next few days with regard to Mr Henderson.

As indicated, Mr McKinnon's evidence was not credible on several factors including that he considered there was no compensation due in terms of his contract and no notice period.

Mr Sherry had told him he was going to put out his availability to all clubs earlier in the week that he signed for Falkirk and Mr Sherry told him he had spoken to Falkirk on either the Monday or Tuesday night of that week.

He claimed he had learned that Falkirk were interested in talking to him around 12.30pm after training on the Friday and it was a friend who was a journalist in Dundee who had phoned him to tell him. He then got changed and went to see Crawford Rae to ask about the truth of it, having spoken to Crawford Rae between 1.00 and 2.00pm and having taken Darren Taylor merely to witness the meeting. He had obtained a copy of his contract from the office staff before going to the meeting, because he wanted to see what his contract said. We did not accept Mr McKinnon's evidence in this regard but were satisfied that he was aware of Falkirk's interests in him since at least Tuesday of that week when advised of it by his agent.

He met Mr Campbell, the CEO of Falkirk, on 31st August with Darren Taylor at around teatime in Glasgow in his flat when he showed Mr Campbell a copy of his current Greenock Morton contract.

He did not know why his agent had been speaking with the CEO of Falkirk after the Falkirk Chairman had been told that she could not have communication with Mr McKinnon (the phone call at 12.07pm).

Turning to the position of Mr Henderson we noted the statements and in particular that of Mr Taylor who patently, when an employee of Falkirk, induced Mr Henderson to leave his employment with Greenock Morton and come to Falkirk. For example, Mr Campbell confirmed that on Monday 3rd September '*Ray and Darren advised that Graeme had confirmed to them that he did want to leave his position at Morton and wanted to join them at Falkirk asap. They advised that Graeme was going to resign that day from his position at Morton and would be free to start with Falkirk the following day*'. Henderson had a contract sent to him at 7.00pm on the 3rd which was signed on the 4th.

We find the following facts proved.

By contract dated 30th May 2018 Raymond McKinnon became first team manager of Greenock Morton Football Club Limited. His contract began on said date, ran continuously until 31st May 2019 and was accordingly a fixed term contract.

There was no specific provision within the contract, of either RM or DT, for compensation for failure to fulfil the terms of the contract, nor for any notice period.

By agreement made on 1st June 2018 Darren Taylor agreed to the position of first team coach with GMFCL from 1st June 2018 until 31st May 2019, although the contract document wasn't signed until 25th June 2018.

Graham Henderson contracted with GMFCL by document dated 13th June 2018 with effect from 17th June 2018. The document erroneously states that the agreement was made on 30th May 2018. There was no end date of Mr Henderson's contract, nor any provision with regard to notice period or compensation in the event of him leaving his employment with GMFCL.

On 30th August 2018 Craig Campbell, CEO of Falkirk FC, contacted the agent of Raymond McKinnon, JS, by telephone intimating that Falkirk were interested in speaking with Ray McKinnon about the vacant manager's position at FFC. RM was told of this by JS on 30/8/18.

Mr Jim Sherry was the agent of Mr McKinnon and DT. Prior to 31/8/18 JS had informed RM and DT that JS had approached FFC, regarding the position there of manager, having done so with the consent of RM.

On 30th August Margaret Lang, the chairperson of FFC, telephoned Crawford Rae, the chairperson of GM, and left a message on his answer machine seeking a return call. FFC were aware of Ray McKinnon's interest in speaking to the club FFC as a result of the agent of RM, JS, contacting FFC on 28th August 2018 to formally intimate his interest in their then vacant first team manager position as instructed by RM. RM and DT had already instructed JS to seek to find them alternative employment opportunities.

During the afternoon of 30th August 2018 the board of FFC agreed to formally seek permission of GM to speak to RM.

At 12.06pm on 31st August, ML telephoned, and for the first time on this matter, and spoke to CR to seek permission to speak to Mr McKinnon. She did not seek permission to speak to any other employee of GM. That request was denied.

During the late morning of 31st August RM obtained a copy of his contract of employment from GM offices.

At about 1pm RM attended and met with CR to discuss his position at FFC and intimated that he had heard from a journalist that FFC were interested in his services. JS had already advised RM of this the previous evening.

As a result of the discussion between CR and RM, CR passed RM's telephone number to FFC. This was undertaken at around 1.43pm. This was to allow discussion only and no permission was given to Falkirk to offer RM employment or for a termination of his employment contract with Greenock Morton. .

A meeting occurred in Glasgow at around 5pm between RM and DT, as well as Craig Campbell and another member of FFC staff. The meeting was at RM's house. There they discussed RM becoming the first team manager of FFC.

At that meeting, the pre-prepared contract was signed by RM and by CC on behalf of FFC with same being witnessed. A pre-prepared contract was also signed then by DT. This occurred at around 6pm with the pre-prepared contract, of RM, only having inserted in it in pen, before signing, the address of RM.

During his tenure as manager of GM, RM had been involved in setting up the loan signing of a player from Rangers FC, namely Zak Rudden. The intended loan transfer date was 31st August 2018.

The CEO of GM, Warren Hawke, was aware on 30th August that GM were not likely to be able to sign ZR.

At 11.02pm on 31st August FFC released press information to the effect that they had signed ZR from Rangers Football Club. At this point FFC and no agreement had been reached for RM to become their manager.

At around 8.48pm information was provided to the press by FFC confirming the appointment of RM as their first team manager. At 21.28 also on 31/8/18 RM resigned from GM, DT doing so at 20.01 same date.

GH remained as an employee of GM until his emailed resignation on 3rd September 2018 around 21.51pm. Prior to that time GM had remained an employee and carried out employment tasks of and for GM.

Whilst GH was an employee of GM, DT (a then employee of FFC) had contacted GH on 1st September 2018 to seek to employ him as a member of the coaching team at FFC as head of performance. GH had already spoken, by the evening of 1st September 2018, to RM and DT regarding leaving GM and joining FFC and did so again on or before GH's resignation of 3/9/18.

GH's contract was signed on 4th September 2018 at Falkirk.

JS was of the opinion, as were RM and DT, that RM and DT could leave their contracts with GM and for which there would be no payment of compensation to GM by FFC and required to provide no notice for that. They were mistaken as to the issue of compensation or damages as regards the contract terms and obligations and rights in their written contracts with GM.

The evidence of RM was particularly unimpressive.

FFC acted naively and/or recklessly and/or deliberately in their pursuit of RM, DT and latterly GH.

FFC clearly induced all 3 employees of GM, directly or indirectly, to terminate their respective contracts of employment with GM, and did so without the consent of GM (GM having only given consent after 1pm on 31/8/18 for FFC to speak to RM about their vacant manager's position), RM already being aware, through JS, of FFC's interest in employing him.

FFC accordingly breached rule D9 as regards both DM and DT during the period between 28/08/2018 and 31/08/2018 (inclusive).

FFC clearly induced RM (manager), DT (coach) and GH (other person involved in training) to breach their written contracts of employment with GM, in the case of RM and DT their fixed periods of employment and in the case of GH the implied term to give reasonable notice of termination.

Decision

We heard submissions from both Parties which echoed or slightly expanded upon the Parties' written submissions before us.

On the balance of probabilities it was clear to us that Mr McKinnon and Mr Taylor wanted to leave Greenock Morton and as soon as the Falkirk manager's job became available they wanted their posts as manager and assistant.

Mr Sherry contacted Falkirk to indicate Mr McKinnon's interest and Mr McKinnon, Mr Taylor and Mr Sherry were all of the mistaken view that the two of them could leave their contracts without any penalty as soon as they wished without any regard for the terms of the contract by which they were bound.

By at very least the Thursday evening Mr Campbell had contacted Mr Sherry who in turn had contacted Mr McKinnon (something Mr Campbell must clearly have known was going to happen) to tell them that Falkirk were going to be in touch with Greenock Morton to arrange to speak to him. This was a direct inducement.

On the Friday, Margaret Lang spoke to Crawford Rae who initially refused contact but she let Mr Campbell know and we are quite satisfied that Mr Campbell either told Mr McKinnon directly, or indirectly that Morton were not initially agreeing to allow Falkirk to speak to them officially and so Mr McKinnon engineered a meeting with Crawford Rae to ensure that he could be given the opportunity to formally speak to Falkirk (even though it is clear to us, on the balance of probabilities, that he had already been induced along with Mr Taylor to breach his contract).

We find it quite surprising indeed, hard to believe, that between Falkirk eventually being given the opportunity to speak to Mr McKinnon (officially that couldn't have happened before 1.43pm) and between 5.00 and 6.00pm the parties could arrange to meet, negotiate and agree the terms of a contract of employment as manager and assistant manager, have those meetings, populate the contracts forms and complete them and sign up unless they had been a) induced and b) the subject of prior discussions about their general terms of employment before 1.43pm.

As regards Mr Taylor, he was also clearly induced by FFC to resign from GMFC. There had been no request to even speak to him, made by FFC to GMFC, by the time he signed his contract of employment on the evening of 31/08/18 with FFC.

It is clear from the written evidence before us that Mr Henderson was induced by Messrs McKinnon and Taylor, then employees of Falkirk and therefore acting with the authority of the football club, to leave Greenock Morton and resign his post there, despite Mr Rae's best attempts to have him remain as an integral part of Greenock Morton.

Falkirk were therefore in breach of SPFL Rules D9 and D10 as regards it established actings in relation to each of Messrs. McKinnon, Taylor and Henderson.

Sanction

We note from paragraph J16 of the rules that there are a variety of options open to us but it was common ground of the SPFL representative and FFC that there should be no footballing sanction. Indeed, we agree that a footballing sanction would not be appropriate in these particular circumstances. Footballing sanctions would be reserved normally for other types of breaches of the rules but not the type that we have before us today.

We consider that there were three flagrant breaches of the rules by Falkirk with regard to inducement, that left Morton without three key employees without notice.

We consider that financial penalties are the appropriate way to deal with these breaches having regard to our decision to proceed in terms of rule D11 and in terms of our options under J16.

We also considered suspended financial penalties and make that part of our decision but could not consider it to be appropriate to be the full measure of our sanction to be imposed in this case due to the actions of Falkirk and the fact that three employees were involved. They were three vital employees for Greenock Morton.

There is no measure or precedent for such a financial sanction to be imposed. It was put to us by SPFL that a six figure penalty had been imposed on Celtic Football Club, over 20 years ago, with regard to the employment of Tommy Burns but we do not have a formal decision from which to draw any comparators from that case, and we therefore leave it aside in our judgement.

We note the terms of finances paid, under the contracts, by Greenock Morton to the three employees. These figures are redacted as far as the Falkirk contracts are concerned, but we do not consider it likely that anything less would be offered to these three individuals by Falkirk than was paid to them by Greenock Morton.

Accordingly, we consider that the appropriate range for an immediate financial penalty should be in the general range of the basic figure for the contract of Mr McKinnon, on an annual basis, which net would be in the region of £40,000, and we consider that to be an appropriate figure. It is not so substantial so as to be ruinous to a club of Falkirk standing and it is not so minimal so as to be meaningless to them either.

However, we consider that the figure could have been higher. Falkirk did not admit responsibility in this case but instead took the matter to a hearing. We consider that the appropriate figure should have been £60,000 in total, but we consider that in these circumstances it is appropriate to monitor the conduct of Falkirk over the next two years. Essentially we fine FFC £60,000 but suspend one third thereof. This total sum would have been roughly the gross figure, including performance add ons, of the GMFC manager for that season.

Accordingly, we judge that the further sum of £20,000 to subject to a suspended financial penalty, suspended until 1st February 2021. That will enable several transfer windows to be crossed and a full two years from the date of our final decision to

elapse. That should be sufficient time to determine whether or not Falkirk have learnt a lesson from their conduct in this case and whether they have breached the same terms of the SPFL rules again. Should they have breached the terms of the same rules again, in any way connected with the conduct of the nature that we find them liable of having done here, the remaining £20,000 suspended fine will automatically become payable. If, however, Falkirk have no further breaches of the rules D9 or D10 by 1st February 2021 then the suspended £20,000 would fly off and no further penalty would be imposed. We took into account that FFC had not acted in this fashion before and had not breached the SPFL rules previously otherwise the financial penalty would have been higher.

In this decision, the reference to a fine being suspended means suspended until 1st February 2021. If the club, by any act and/or omission breaches or fails to fulfil the provisions of SPFL rules D9 and D10 with which the club must comply, then the amount of the suspended fine will become immediately due and payable. The obligation to pay the suspended fine shall be an addition to any sanction imposed for any such future act and/or omission leading to such breach and/or failure to fulfil rules D9 and D10. In the event that no such determination of breach and/or failure to fulfil is made in respect of any such act or omission prior to 31st January 2021, then there will be no liability on the club to pay the suspended fine.

We consider that ours is not the forum to consider whether compensation should be paid in a matter such as this. There are other fora at which such matters can be more appropriately raised, should some party or person decide to so seek. Whilst our powers of sanction are wide ranging, we decided that compensatory claims had not been sought here and were not within our remit when determining matters of rule breach brought by the governing body.

With regard to the question of expenses, the matter had to proceed to a hearing because agreement could not be reached. Falkirk did not admit the alleged breaches and the hearing took place. We consider that in the circumstances, the sum of £3000 towards the costs of the tribunal sitting would be appropriate given that one full day and one half day was taken up at Hampden Park with the hearing of this case, and therefore order that at this time also, Falkirk pay the sum of £3000 to the SPFL by way of payment of expenses, none of that being suspended. This represents a sum of £2,000 per day for such a full Hearing including expenditure, on such a complex matter. This £3000 of expenses should be paid within 28 days to the SPFL.

Finally, we make an order the payment now of £40,000 requires to be paid within 28 days by Falkirk to the SPFL Trust for the benefit of football, rather than to the SPFL themselves.