

**At 24 August 2020**

# **The Rules and Regulations of the Scottish Professional Football League**

## **Contents**

<b>Rule Number</b>	<b>Title</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	14-26
A19	Board and Chief Executive	27
A20-A21	General Meetings	27
A22-A23	Designation of Rules by Numbering and Lettering	27
<b>Section B: Membership of the League</b>		
B1-B3	Relationship between Clubs and the League	28
B4-B6	Agreement on Compliance with Applicable Rules, Statutes and Regulations	28-29
B7	Commitment to National Teams	29
B8-B9	Scottish Cup and League Cup Competitions	29
B10-B12	Other Football Competitions	29
B13	Committees, Sub-Committees and Working Parties	29-30

## **Section C: The League and other Competitions**

C1-C7	Membership of the Company, Divisional Membership, Promotion and Relegation	31-33
C8-C12.4	League Ranking at the End of a Season	33-35
C13.1-C13.3	Entitlement to Participate in Divisions	35-36
C14-C18	The Premiership	36
C19-C21	Promotion and Relegation as between the Championship, League One and League Two	36-37
C22-C28	The Premiership/Championship Play-Off Competition	37-39
C29-C32	The Championship/League One and League One/ League Two Play-Off Competitions	39-41
C33	Pyramid Play-Off Competition	41
C34	Allocation of Points in League Matches	41
C35-C37	Determination of League etc. Position in Case of Equality of Points	41-42
C38-C41	Champion Clubs	42-43
C42-C43	Football and Competition Rules	43
C44-C45	League Cup Competition	43
C46-C47	Reserve League	44
C48	Competitions	44
C49	Regulations	44
C50-C51	UEFA Competitions	44
C52	Club Ceasing to Operate, participate in and/or be a Member of the League	44-50

## **Section D: Clubs**

D1-D8	Membership Criteria	51-52
D9	Employee Contracts	53
D10-D11	Inducement to Breach Contracts	53

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

E1-E16	Insolvency	54-57
E17-E19	Default in Player and Football Manager/Coaching Staff Remuneration	57-58
E20-E29	HMRC Obligations and Reporting	58-60
E30.1-E30.6	Inspection of Financial Records	60-64
E31.1-E31.12	No Overdue Payables and Compliance with National Minimum Wage	64-67

## **Section F: Players**

F1-F2	Registration and Eligibility	68
F3-F22.6	Compensation	68-71
F23-F36	Development Contribution	71-74

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

G1-G6	Fixtures	75
G7	Postponement and International Selection	75
G8	Match Officials	75
G9-G11	Kick-Off Times	75-76
G12	Half-Time Interval	76
G13	Duration of Matches	76
G14	Teams for League Matches and Play-Off Matches	76

G15	Laws of the Game	76
G16-G18	List of Players	76-77
G19-G22C	Substitution and Extra-time	78-79
G23-G29	Player Identification	79-80
G30-G37	Clubs to Register Colours	80
G38-G45	Clashes of Colours	80-81
G46	Shirts to Bear Logo(s)	81
G47	Match Balls	81
G48-G49	Match Report	81-82
G50-G52	Postponement and Abandonment of Matches	82
G53-G55	Non-fulfilment of Fixture Obligations	82
G56-G60	Attendance of Medical Practitioners and Others	82-83
G61	Head Injuries	83
G62-G63	Pre-Arranging Results	83
G64-G64.4	Shirt Advertisements and Televised Matches	83-84
G65	List of Referees	84
G66	List of Assistant Referees	84
G67	Appointment of Referees and Assistant Referees	84
G68	Misconduct	84-85
G69-G73	Retainers and Allowances for Referees and Assistant Referees	84
G74-G75	Payment of Hotel Expenses Incurred	85
G76	Illegal Payments to Referees and Assistant Referees	85

G77	Referee to Visit Ground Early During Bad Weather or at Request of Home Club	85-86
G78	Pitch Report	86
G79	Assistant Referees' Flags	86
G80-G82	Choice of Football to be Used	86
G83-G84	Referee Observer	86
G85	Ball Attendants' Clothing	86
G86.1-G86.5	Substitution and Time Remaining Boards	86-88

## **Section H: Stadia**

H1	Technical Area Facilities	89
H2-H3	Covered Stadia	89
H4-H8	Synthetic and Artificial Pitches and Surfaces	89-90
H9-H10	Pitch Protection	90-91
H11-H12	Pitch Condition	91-92
H13-H18	Registration of Ground	92
H19-H20	Pitch Dimensions	92-93
H21	Waiver, Relaxation and Period of Grace	93
H22-H24	Ground Safety, Behaviour at Matches and Damage to Stadia	93
H25-H39.5	Unacceptable Conduct	93-96
H40-H43	Damage to Stadia	96-97
H44-H47	Giant Screens and LED Perimeter Boards	97-98
H48	Appendices	98

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

I1	Media Co-operation Requirements	99
I2-I3	Operating Expenses	99
I4-I22	Commercial Contracts, Broadcasting and Transmission	99-117
I23	Fixture Lists etc.	117
I24-I25	Gate Receipts	117
I26-I32.3	Admission Prices, Admission to Grounds and Ticket Distribution	117-118
I33-I37	Press and Media Facilities	118-119
I38-I41	Defaulting Clubs	119-120
I42-I51	Expert Determination	120
I52-I54	Definitions and Interpretation	121

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

J1-J3	Adjudication of Disputes	122
J4-J8	Power of Inquiry and Determination	122-123
J9-J10.2	The Panel	123
J11-J12	Commissions	123
J13-J15	Rules of Procedure	123
J16-J19	Powers of the Board and Commissions	124-125
J20-J22	Decisions	125
J23-J25	Appeal to the Judicial Panel	125-126
J26	Representation	126
J27	The Board	126

J28	Advice	126
-----	--------	-----

**Section K: Miscellaneous**

K1-K4	Confidentiality	127
-------	-----------------	-----

K5	Scottish FA Council	127
----	---------------------	-----

K6	Dual Interests	127
----	----------------	-----

## **Appendices**

### **Appendix 1**

**Code of Practice for Use of Giant Screens** 128-129

### **Appendix 2**

**Code of Practice for Use of LED Perimeter Boards** 130-131

### **Appendix 3**

**Outturn position of Premiership Division at end of Season 2019/20 as provided in Rule C7A and Rule C53** 132

**Outturn position of Championship, League One and League Two Divisions at end of Season 2019/2020 as provided in Rule C7A and Rule C53** 132-133

**Composition of Divisions for Season 2020/2021** 134

### **Appendix 4**

**Code of Conduct for Under 18 Players** 135-137

### **Appendix 5**

**Media Co-Operation Requirements** 138

### **Appendix 6**

**Scottish Professional Football League – Match Information Forms** 139-140



**Annexes These are not part of the Rules but are referred to therein and are bound to be complied with in the same respects as the Rules.**

<b>Annex 1</b>	<b>Player Regulations</b>	141-156	
	<b>Regulation Number</b>	<b>Title</b>	
		<b>Page Number</b>	
	1-3	Introduction	141
	4-7	Registration	141-142
	8-9	Amateur Registration	142
	10-11	Registration of Under 18 Players	142
	12-16(iii)	Eligibility	142-143
	17	Suspended Players	143
	18	Submission to Jurisdiction	143
	19-20	Playing	143-144
	21-22	Club Authorised Persons	144
	23-26	Termination of Registration and Consequent Playing Restrictions	144
	27-30	Approach to, by or in Relation to Registered Players	144-145
	31-38	Contracts of Service	145-146
	39	Retention of Documents	146
	40	Suspensions, Fines, Termination of Contracts of Service – Notification to League	146
	41	Contract of Service with Option	146
	42	Conflict between Rules and Regulations and Player Contract of Service	147
	43-51	Transfer of Players	147-148

52	Intermediaries and Transfers	148
53-54	Temporary Transfers – General Provisions	148-149
55-56	Term of Temporary Transfers and Written Agreements	149
57-59	Restrictions on Temporary Transfers	150-151
60	International Temporary Transfers	151
61	Recall of Goalkeepers on Temporary Transfers	151
62	Temporary and Permanent Transfers	151-152
63	Void Agreements as Regards Which Clubs a Temporarily Transferred Player May Play	152
64	Prohibition on Playing Against Transferor Club	152
65	Expiry of Term or other Termination of Temporary Transfer	152-153
66-67	Extension Provision for Clubs entitled to Participation in League 1 or League 2	153-154
68-70	Temporary Transfers and the Reserve and Development Leagues	154
71-75	Trialists	154-155
76-82	Commitment Letters	155-156
<b>Annex 2</b>	<b>The Scottish Professional Football League Cup Competition Regulations</b>	<b>157-178</b>
1-1.5.8	Introduction	157
2	Title	158
3-3.3	Board Powers	158
4-4.19	Competition Format and Participants	159-163

	4.1	General	159
	4.2	Participants	159
	4.3	Draws and Ballots	159
	4.4	Rounds	159
	4.5-4.7	Basis of Competition	159-160
	4.8-4.13	First Round – Group Stage	160-162
	4.14-4.16	Second Round	162-163
	4.17	Quarter Finals	163
	4.18	Semi Finals	163
	4.19	Final	163
5-5.13		Matches	163-165
6-6.9		Players	165-167
7-7.10		Player Colours and Numbers	167-168
8-8.6		Eligibility of Players	168
9-9.4		Trophy and Awards	169
10-10.10		Admission Charges and Shares of Gates	169-171
11-11.2		Admission Arrangements for Visiting Clubs and clubs	171
12-12.3		Division of Receipts in Abandoned and Replayed Matches	172
13-13.1		Neutral Venues	172
14-14.1		Financial Records	172
15-15.1		Prohibited Conduct	172
16-16.1		Full Strength Teams	173
17-17.13		Match Officials	173-174
18-18.1		Footballs	174
19-19.15(viii)		Commercial Arrangements	174-176
20-20.2(iii)		Media Co-operation Requirements	177
21-21.4		Application of Rules	177-178

<b>Annex 3</b>	<b>The Scottish Professional Football League Reserve League Competition Regulations Operated Under the Title of the SPFL Reserve League (“the Reserve League”)</b>	179-196
<b>Annex 4</b>	<b>The Scottish Professional Football League Reserve Cup Competition Regulations</b>	197-210
<b>Annex 5</b>	<b>The Scottish Professional Football League Reserve Challenge Cup Competition Regulations</b>	211-224
<b>Annex 6</b>	<b>The Scottish Professional Football League Challenge Cup Competition Regulations</b>	225-244
<b>Annex 7</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>	245-252
<b>Annex 8</b>	<b>Rules of Procedure</b>	253-257
<b>Annex 9</b>	<b>Pyramid Play-Off Competition Rules</b>	258-269
	I(a)-(c)      Definitions, Interpretation and Infringement of these Pyramid Play-Off Competition Rules	258-259
	II(a)-(e)      Infringement of Pyramid Play-Off Competition Rules	259-261
	III(a)-(g)      Team Eligibility and Running of Competition	261-262
	IV              Competition Rules – General	262-268
	(a)            Laws of the Game	262
	(b)-(d)      Appointment of Match Officials	262-263
	(e)-(f)      Clash of Colours	263
	(g)            Number of Players and Substitutes	263
	(h)-(i)      Eligibility of Players	263-264
	(j)-(n)      Team Lines	264-265
	(o)-(t)      Replacement of Players on Team	265-266
	(u)-(dd)    Pitch Protection	266-267

	(ee)-(hh) Admission Charges and Abandoned Matches	267-268
V(a)-(h)	Commercial Rules	268-269
	Annex to Pyramid Play-Off Competition Rules – Form of Team Line	270
<b>Annex 10</b>	<b>Playing Kit Rules in Terms of Rules G46 and G64</b>	<b>271-275</b>
1	The Shirt and Club Crest	271
2	Shirt Sleeves	271
3	Front of Shirt	271
4	Back of Shirt	271
5	The Shorts	272
6	The Socks	272
7	Club Crest and Manufacturer's Identification	273
8	Sponsorship Designation	274
9	Measurement Guide	275
<b>Annex 11</b>	<b>Covid 19 – Requirements and Testing Regulation</b>	<b>276-280</b>
1	Social Distancing and Hygiene Principles	276
2	Matches Behind Closed Doors or with Limited Attendance	276-277
3	Testing	277-278
4	Official Match Testing Schedule and Results	279
5	Management of Test Results	279-280
6	Previous Confirmed Cases	280

## **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;

**Away Ground** means the Home Ground of the Home Club at which the Visiting Club is to play an Official Match against the Home Club;

**Board** means the board of Directors of the Company, with the Alternate Director for the time being when acting in place of a L1&L2 Director who is, for any reason, absent; 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;

**Committee** means the Audit Committee and the Remuneration and Appointments

Committee, each to be established and maintained by the Board in terms of the Articles, and any sub-committee, working party or like body or group of persons established, appointed to and removed from, including each of its chairmanship, by the Board, from time to time;

**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, data, communications, reports, advice, decisions and/or opinions or like or similar material of any kind in any format and media in connection with or relating to the meetings, procedures, policies, business and/or finances of the Company, League, Board, Committee or any Member or Club which is stated to be confidential or equivalent or which might reasonably be regarded as being confidential or equivalent to the Company, League, Board, Committee or any Member or Club, including in the case of the Company, any information, data, communications, reports, advice, decisions and/or opinions or like or similar material which a Director or Alternate Director or appointee shall have gained knowledge of in the course of or in connection with his/her Directorship and/or Alternate Directorship of the Company and/or appointment to a Committee and any information, data, communications, reports, advice, decisions and/or opinions or like or similar material communicated to or by the Company, League, Board, Committee or any Member or Club or any officer, director or employee of the Company or appointee to such Committee, which is not already in the public domain, except by the actions of the party or person under consideration of breach of this provision, shall be treated as Confidential Information unless or until specified in writing not to be, by an appropriate officer, director or employee 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;

**Extra-Time** means an additional thirty minutes (fifteen minutes each way) of time to be played in an Official Match if the scores at full time are equal or no goals have been scored, all in accordance with the IFAB Laws of the Game, and Extra-Time shall be Played in an Official Match only where provision is made in the Rules or Regulations of the relevant Competition for the playing of Extra-Time.

**Field Approval** the fourth of four steps to be undergone by a football turf field in order for it to establish that it is a FIFA recommended football turf field and that it meets the requirements of the quality programme for FIFA Quality Pro mark, "**Table 3 – Field Test Requirements**" and "**Figure 1 of Section 2. Field certification**" of the Handbook of Requirements for Football Turf;

**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 Quality Programme** means FIFA Quality Programme for Football Turf, October 2015, and FIFA Quality Programme – Handbook of Requirements for Football Turf for FIFA Quality Pro mark, or, as the case may be, such higher standard as may from time to time be adopted by FIFA as the highest recommended standard for procurement, design, installation and performance for and of such pitches and, additionally, for turf manufacturers which are not FIFA licensees those manufacturers whose artificial turf installations can be tested and perform to or in excess of the International Match Standard (IMS) which replicates the same quality criteria as the FIFA Quality standard;

**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 Records and Information** means records and information, whether in paper or in electronic form, including financial accounts and statements, management accounts, cash flow and other financial records, projections and outcomes, aged creditors, debtors and other financial data, projections and outcomes, such other financial records and information as may be specified in a Direction and, where specified in a Direction, like records and information of and relating to (a) the Group Holding Company of which the owner and operator of the Club and the Member of the Company is a subsidiary; (b) the owner and operator of the Club and the Member of the Company; (c) the consolidated Group of Companies, and/or (d) if there has been a failure for any accounting period to comply with the requirements of law in filing financial accounts and statements then draft(s) of same. Where such financial records and information are provided these will, in the case of forward looking materials, incorporate reasonable assumptions and the relevant Club's best estimate of anticipated outcomes; all such assumptions used and any tolerances included in the materials provided must be clearly stated with the Financial Records and Information provided prior to or when it is provided;

**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;

**Handbook of Requirements for Football Turf** means the handbook of requirements for football turf (October 2015) (V.3.0, 01.10.2019) for FIFA Quality Pro mark, or, as the case may be, such higher standard as may from time to time be adopted by FIFA as the highest recommended standard for procurement, design, installation and performance for and of such pitches and, additionally, for turf manufacturers which are not FIFA licensees those manufacturers whose artificial turf installations can be tested and perform to or in excess of the International Match Standard (IMS) which replicates the same quality criteria as the FIFA Quality standard;

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

**Home Club** means the Club at whose Home Ground the relevant Official Match against the Visiting Club should be, has been or should have been played;

**Home Ground** means the Registered Ground of the Home Club or other ground at which, with the approval of the Board, an Official Match is to be 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 (i) to (vii) 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;

**Neutral Venue** means a ground selected by the Board for an Official Match which is to be played at a ground which is not, for each of the Club(s)/Football club(s) participating in the relevant match, their Home Ground;

**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, Reserve 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 which are presently at Annex 1;

**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;

**Temporary Transfer** means, the transfer of a Player in terms of the Player Regulations, where at the end of the term or other termination of the transfer, the Player returns to and becomes Scottish FA Registered and League Registered with his transferor Club or Football club, and the transferee Club or Football club is, during the term of the temporary transfer, not entitled to transfer the Player to a third party without the written authorisation of the transferor Club or Football 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 which is to play and, unless postponed, plays as the visiting Club against the Home Club in an Official Match, based on the fixture schedule for the Competition, draw in a cup Competition or as directed by the Board in accordance with the Rules and Regulations.

**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 "Rule" 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 and, in the case of a Regulation, shall mean a reference to a Regulation made by the Board, so designated by number, with the relevant set of Regulations printed as Annexes to the Articles and Rules as the context shall dictate.

## **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 Member, either by itself or its Officials, shall by any means whatsoever disparage, belittle, discredit or unfairly criticise any other Member or its Club, the Company, the League, the Directors, Alternate Director and the directors of any other Member and the Company's and other Members' officers, employees, Officials and agents (which shall, for the avoidance of doubt, in the case of the other Member and its Club, exclude it and its Club's supporters).
- B3** A Club, Official, member of a Committee and any person who by his or her engagement with or connection to the Company may come into possession or knowledge of Confidential Information shall not at any time disclose or divulge either directly or indirectly to any person, firm or company whatsoever or otherwise make use of any Confidential Information or any of his, her or its dealings, transactions or affairs or as to any other matters which may come to its knowledge by reason of its Membership and/or his, her or its membership of any Committee, 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 Officials of a Club to whom such disclosure is strictly necessary for the purpose of the discharge of their duties and only then to the extent strictly necessary for such discharge and on the basis of the same obligation of confidentiality to the Company.

### **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.

#### **Committees, Sub-Committees and Working Parties**

- B13** The Board may, from time to time:
- B13.1** establish, maintain, appoint, specify and/or amend terms of reference of and terminate the existence, except for the Audit Committee and the

Remuneration and Appointments Committee each of which, in terms of the Articles, must be permanently established and maintained, of Committees; and

**B13.2** make appointments of the chairman and members of and, at any time and for any reason, terminate such appointments to Committees as it considers appropriate;

to advise the Board and/or Members regarding development and amendment of the policies of the Company and/or League, and/or the establishment and operations of new or existing Competitions and/or changes to the Articles, Rules and Regulations and/or for any other purpose, arrangement or process, including for any purpose provided for in Section J of these Rules, which is considered by the Board to be appropriate and each such Committee shall undertake such responsibilities and exercise such powers, as might otherwise be exercisable by the Board, as may be delegated and specified in its terms of reference or otherwise by the Board.

## **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.
- C7A** This Rule C7A applies only to Season 2019/2020, the Divisional participation by Clubs in and during Season 2020/2021 and for the purposes of determining:
- C7A.1** the final League positions 1 – 42 (inclusive) of each of the 42 member Clubs of the League on conclusion of Season 2019/2020;
  - C7A.2** the respective Divisional positions of each of the 42 member Clubs of the League, in each of the 4 Divisions of the League, on conclusion of Season 2019/2020;
  - C7A.3** the respective percentages of Net Commercial Revenue to which each shall be entitled on conclusion of the League for Season 2019/2020, payable to the Members which are the owners and operators of each of the 42 member Clubs of the League, as set out in Table A in Article 156.2 ;

- C7A.4** the Champion Club of the League and the Champion Clubs of each of the four Divisions on conclusion of Season 2019/2020;
- C7A.5** which Clubs shall be promoted to and relegated from each of the Divisions on conclusion of Season 2019/2020;
- C7A.6** which of the 42 Clubs of the League shall be entitled to participate in which of the four Divisions in Season 2020/2021;
- C7A.7** which of the 42 Clubs of the League shall be nominated to UEFA, based on their concluding positions in the League in Season 2019/2020, to participate in which UEFA Football competitions during Season 2020/2021;
- C7A.8** which of the 42 Clubs of the League shall participate and in which seeded group positions in the first round, if any, of the Betfred Scottish League Cup 2020/2021;
- C7A.9** which of the 42 Clubs of the League shall be entitled to participate, if any, in the 2020/2021 SPFL Scottish Challenge Cup;
- C7A.10** in which of the three SPFL 'Club Director' categories, Premiership, Championship or Leagues One & Two, each of the 42 Members shall be entitled to nominate candidates and have directors of such Members appointed as Directors and Alternate Directors, where permitted by the Articles, at the Company AGM in or about July 2020 and at by-elections, if any, during Season 2020/2021; and
- C7A.11** all such other appointments, entitlements, qualifications and others whatsoever which depend on and/or are ascertained by, League and/or Divisional position, membership and/or participation on conclusion of Season 2019/2020 and/or for and during Season 2020/2021,

and each and all of Rules C8 to C23 (inclusive), Rules C25 to C30 (inclusive), Rules C32 & C33, Rules C35 to C37 (inclusive), Rule G5, Rules G50 to G55 (inclusive), Rules G65 to G75 (inclusive), Rules G83 & G84 and any and all such further Rules and/or Regulations and such part of such Rules and/or Regulations, all as individually and collectively, are subject to Rule C53, in order to achieve, determine and/or identify the amounts, completions, conclusions, terminations, outcomes, Championships, relegations, promotions, nominations, participations and others on conclusion of Season 2019/2020 and for and during Season 2020/2021, as provided in Rule C53.

- C7B** For and in respect of Season 2020/2021 only, and subject to any replacement fixture for any abandoned League Match and any sanction imposed pursuant to Section J of these Rules, each of the 10 Clubs participating in the Championship in that Season, shall play in 27 League Matches, which shall comprise all of the League fixtures for each of such Clubs for that Season. 18 of such League Matches for each such Club shall be played on a Home and Away basis against the other 9 such Clubs in the Division in that Season. The Board shall use reasonable endeavours to ensure that for the remaining 9 League Matches, for each of such 10 Clubs, each Club shall play



either (i) a maximum of 5 Home League Matches and a minimum of 4 Away League Matches; or (ii) a maximum of 5 Away League Matches and a minimum of 4 Home League Matches.

**C7C** For and in respect of Season 2020/2021 only, and subject to any replacement fixture for any abandoned League Match and any sanction imposed pursuant to Section J of these Rules, each of the 10 Clubs participating in League 1 in that Season, shall play in 27 League Matches, which shall comprise all of the League fixtures for each of such Clubs for that Season. 18 of such League Matches for each such Club shall be played on a Home and Away basis against the other 9 such Clubs in the Division in that Season. The Board shall use reasonable endeavours to ensure that for the remaining 9 League Matches, for each of such 10 Clubs, each Club shall play either (i) a maximum of 5 Home League Matches and a minimum of 4 Away League Matches; or (ii) a maximum of 5 Away League Matches and a minimum of 4 Home League Matches.

**C7D** For and in respect of Season 2020/2021 only, and subject to any replacement fixture for any abandoned League Match and any sanction imposed pursuant to Section J of these Rules, each of the 10 Clubs participating in League 2 in that Season, shall play in 27 League Matches, which shall comprise all of the League fixtures for each of such Clubs for that Season. 18 of such League Matches for each such Club shall be played on a Home and Away basis against the other 9 such Clubs in the Division in that Season. The Board shall use reasonable endeavours to ensure that for the remaining 9 League Matches, for each of such 10 Clubs, each Club shall play either (i) a maximum of 5 Home League Matches and a minimum of 4 Away League Matches; or (ii) a maximum of 5 Away League Matches and a minimum of 4 Home League Matches.

### **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.

#### **Entitlement to Participate in Divisions**

- C13.1** Clubs shall, for each Season, subject to being relegated from, or otherwise ceasing to be entitled to participate in the League in terms of the Articles and/or Rules, as a consequence of Divisional and League ranking at the end of the immediately preceding Season and results in Play-Off Competitions, including a Pyramid Play-Off Competition, held at the end of and immediately after the end of the immediately preceding Season, play and be entitled to participate in, one of the Divisions of the League, all as set out in Rules C2 to C12 (inclusive) and Rules C14 to C37 (inclusive).
- C13.2** Those Clubs not, as a consequence of League and/or Divisional ranking and/or results in Play-Off Competition Matches taking place prior to the end of a Season, participating in Play-Off Competitions after the last day of the Season shall, immediately on the completion of all League Matches, become entitled to play and participate in the relevant Division in the next Season based on final League ranking, any completed participation in a Play-Off Competition, and any relevant promotions and relegations, all as set out in Rules C2 to C12 (inclusive) and Rules C14 to C37 (inclusive).

- C13.3** Those Clubs participating in Play-Off Competitions after the last day of a Season shall immediately following the final result of such participation being known in respect of each of such Clubs, become immediately entitled to play and participate in the relevant Division in the next Season based on final League ranking, the completion of its participation in the relevant Play-Off Competition, and any relevant promotions and relegations, all as set out in Rules C2 to C12 (inclusive) and Rules C14 to C37 (inclusive).

### **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.

## **Reserve League**

- C46** The Board shall organise a Reserve League Competition for each Season. The Board shall permit any Club for the time being entitled to participate in the Premiership to Play and participate in the first, top or only division of the Reserve League and may permit a Club or Clubs in membership of any Division and Football clubs in membership of any other league in Scotland to participate in a division of the Reserve League on such terms and on such conditions as the Board may specify in the Regulations.
- C47** The Regulations may include for arrangements whereby transferor Clubs shall be permitted to Play Players as eligible to Play for their respective transferor Club in the Reserve League and/or in an age limited team participating in the Scottish Professional Football League Challenge Cup, notwithstanding that such Players shall be the subject of a Temporary Transfer, Scottish FA Registration and league Registration to another Club or 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 C48.

## **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.

**C53** Notwithstanding Rules C8 to C23 (inclusive), Rules C25 to C30 (inclusive), Rules C32 & C33, Rules C35 to C37 (inclusive), Rule G5, Rules G50 to G55 (inclusive), Rules G65 to G75 (inclusive), Rules G83 & G84 and any and all such further Rules and/or Regulations and all or part of such Rules and/or Regulations, as individually and collectively require to be made subject to this Rule C53, in order that the determinations and identifications of the amounts, completions, conclusions, terminations, outcomes, Championships, relegations, promotions, nominations, participations and others, for and in respect of Season 2019/2020 and at, on commencement of and during Season 2020/2021, shall be as provided in Rules C53.1 to C53.15 (inclusive):

**C53.1** subject to the conclusion, completion, determination and ending of the Season 2019/2020 Championship, League One and League Two Divisional Competitions, under and in terms of Rule C53.3, having first occurred, the Season 2019/2020 Scottish Professional Football League Competition and the Season 2019/2020 Premiership Division Competition shall be concluded, completed, determined and at an end, on and from, the earlier of the dates on which:

**C53.1.1** all League Matches between Clubs participating in the Season 2019/2020 Premiership Division Competition shall have been played, so that each Club entitled to participate in the Season 2019/2020 Premiership Division Competition shall have played 38 League Matches; and

**C53.1.2** it shall have been determined by the Board, in its sole discretion, that no further League Matches shall be scheduled for or played in by any Club entitled to participate in the Season 2019/2020 Premiership Division Competition and that both of the Season 2019/2020 Scottish Professional Football League and Premiership Division Competitions, are concluded, completed, determined and at an end;

**C53.2** the Season 2019/2020 Premiership/Championship Play-Off Competition is, notwithstanding the date of adoption hereof, from and including 13 March 2020, cancelled and shall not take place;

**C53.3** the Season 2019/2020 Championship, League One and League Two Division Competitions, comprised in the Season 2019/2020 Scottish Professional Football League Competition are, notwithstanding the date of adoption hereof, from and including 13 March 2020, concluded, completed, determined and at an end;

**C53.4** the Season 2019/2020 Championship/League One Play-Off Competition, the Season 2019/2020 League One /League Two Play-Off Competition and

the Season 2019/2020 Pyramid Play-Off Competition are, notwithstanding the date of adoption hereof, from and including 13 March 2020, cancelled and shall not take place;

**C53.5** the final Season 2019/2020 Premiership Division position applicable to each of the 12 Clubs which are entitled, in Season 2019/2020, to participate in the Scottish Professional Football League Premiership Division Competition shall be determined either:

**C53.5.1** in the event of Rule C53.1.1 applying, in accordance with Rules C34 to C37 (inclusive); or,

**C53.5.2** in the event of Rule C53.1.2 applying, by dividing the total number of points gained by each Club in the Season 2019/2020 Premiership Division Competition, in accordance with Rule C34, during the period from and including the first League Match of the 2019/2020 Season to and including the last League Match in Season 2019/2020, played by each such Premiership Club, by the number of such League Matches played by each of such Premiership Clubs, calculated to the nearest four decimal places<sup>4</sup>, the result of which calculation carried out by the Company for and in respect of each of such Premiership Clubs resulting in each Club participating Season 2019/2020 Premiership Division Competition having a figure for Season 2019/2020, calculated as the points per League Match played by each such Club, further the Clubs entitled to participate in the Season 2019/2020 Premiership Division Competition shall be ranked and their final Divisional positions determined by the Club with the greatest points per League Matches played in the Season 2019/2020 Premiership Division Competition being allotted the top position in that Division, the second greatest points per League Matches played in the same Division being allotted the second position in that Division and so on through to the final and bottom place in the Season 2019/2020 Premiership Division Competition being allotted to the Club with the least points per League Match in that Division in Season 2019/2020, all as shall be calculated by the Board and inserted into a Final Season 2019/2020 Premiership Division Competition Table in Part A of Appendix 3<sup>5</sup> ;

**C53.6** the final Season 2019/2020 Championship, League One and League Two Divisional Competition positions applicable to each of the groups of 10 Clubs

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<sup>4</sup> Example, Club A has played 21 League Matches in the Season and has 'earned' 17 points in those 21 League Matches. Its points per League Match played (to 4 decimal places) would be  $17/21 = 0.8095$ . If it had instead played 17 League Matches and earned 21 points in so doing then its points per League Match played would instead be  $21/17 = 1.2353$ . Its ranking in its respective Season 2019/2020 Division would be determined by where in the order of Clubs in that Season 2019/2020 Division, ranked from highest to lowest, its points per League Match played positioned it in the ranking of all Clubs in that Season 2019/2020 Division.

<sup>5</sup> Each Premiership Club's ranking in the Season 2019/2020 Premiership Division Competition shall be determined by where in the order of Clubs in the Season 2019/2020 Premiership Division it is ranked i.e. from highest to lowest and from 1 to 12.

which are respectively entitled to participate in the 2019/2020 Championship, League One and League Two Divisional Competitions shall be determined by dividing the total number of points gained by each Club in its respective Season 2019/2020 Divisional Competition, in accordance with Rule C34, during the period from and including the first League Match of the 2019/2020 Season to and including the last League Match played by each such Club in its respective Season 2019/2020 Championship, League One or League Two Division up to and including 12 March 2020, by the number of such League Matches played by each of such Clubs in its respective Season 2019/2020 Championship, League One or League Two Division, calculated to the nearest four decimal places<sup>6</sup>, the result of which calculation carried out by the Company for and in respect of each of such Season 2019/2020 Championship, League One or League Two Division Clubs having a figure for Season 2019/2020, calculated as the points per League Match played by each such Club in the Division in which it is entitled to participate, further, the Clubs entitled to participate in the each of the Season 2019/2020 Championship, League One or League Two Division Competitions shall be ranked and their final Divisional positions determined, by the Club with the greatest points per League Matches played in the Season 2019/2020 Championship Division Competition being allotted the top position in that Division, the second greatest points per League Matches played in the same Division being allotted the second position in that Division and so on through to the final and bottom place (10th) in the Season 2019/2020 Championship Division Competition being allotted to the Club with the least points per League Match in that Division in Season 2019/2020 and the same process of allotment based on the same criteria shall be applied in each of the Season 2019/2020 League One and League Two Division Competitions, all as inserted into final Season 2019/2020 Championship, League One and League Two Divisional Competition Tables in Part B of Appendix 3<sup>7</sup>;

**C53.7** based only on the 2019/2020 Divisional Competitions ranking positions, so determined by Rules C53.5.1 or C53.5.2 and C53.6, the Clubs in the Premiership (Division 1) shall be ranked 1 to 12 (inclusive) in the League in respect of Season 2019/2020; the Clubs in the Championship (Division 2) are ranked 13 to 22 (inclusive) in the League in respect of Season 2019/2020; the Clubs in League One (Division 3) are ranked 23 to 32 (inclusive) in the League in respect of Season 2019/2020 and the Clubs in League Two (Division 4) are ranked 33 to 42 (inclusive) in respect of Season 2019/2020, all as will be and as are respectively set out in Parts A and B of Appendix 3;

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<sup>6</sup> Example, Club A has played 21 League Matches in the Season in its Division and has 'earned' 17 points in those 21 League Matches. Its points per League Match played (to 4 decimal places) would be  $17/21 = 0.8095$ . If it had instead played 17 League Matches and earned 21 points in so doing then its points per League Match played would instead be  $21/17 = 1.2353$ .

<sup>7</sup> Each Championship, League One and League Two Club's ranking in its respective Season 2019/2020 Division Competition shall be determined by where, in the order of Clubs in its respective Season 2019/2020 Division, it is ranked i.e. from highest to lowest or from 1 to 10, in each case, in its respective Division.

- C53.8** based only on the League ranking positions for Season 2019/2020, as determined in accordance with Rule C53.7, and as set out in Parts A and B of Appendix 3, the respective percentages of the aggregate Net Commercial Revenue of the Company, for Season 2019/2020, payable as fees to each of the 42 Members of the Company, shall be allocated and paid notwithstanding that payments of fees may be made on determination by the Board based on final Season 2019/2020 League positions to Clubs entitled to participate in Season 2019/2020 Championship, League One and League Two Divisions at an earlier date than equivalent payments based on final Season 2019/2020 League positions, to Clubs entitled to participate in the Season 2019/2020 Premiership Competition, in accordance with the Articles and Rules, as set out in Table A in Article 156.2<sup>8</sup> ;
- C53.9** the Champion Club of the League and of the Premiership, shall be determined and announced by the Board based on either of:
- C53.9.1** if Rules C53.1.1 and C53.5.1 apply, then Rules C34 to C38 (inclusive); or
- C53.9.2** if Rules C53.1.2 and C53.5.2 apply, then Rules C53.6 and C53.7,
- all as shall be set out by the Board in Part A of Appendix 3;
- C53.10** the Champion Club of the Championship, is the Club which has the greatest number of points per League Matches played by it in the Championship in Season 2019/2020; the Champion Club of League One is the Club which has the greatest number of points per League Matches played by it in League One in Season 2019/2020 and the Champion Club of League Two is the Club which has the greatest number of points per League Matches played by it in League Two in Season 2019/2020, all as set out in Part B of Appendix 3;
- C53.11** the only Clubs which will be promoted from a Lower Division of the League to a higher Division of the League on conclusion, completion, determination and ending of Season 2019/2020 Championship, League One and League Two Divisional Competitions, on the basis of the Divisional rankings determined in accordance with Rules C53.6 and C53.7 and as set out in Part B of Appendix 3, are the Champion Clubs of each of the Championship, of League One and of League Two, all as determined in accordance with Rule C53.10 and as set out in Part B of Appendix 3, so that the Champion Club of the Championship, League position 13, shall be promoted to the Premiership, the Champion Club of League One, League Position 23, shall be promoted to the Championship and the Champion Club of League Two, League position 33, shall be promoted to League One all for and to participate in such immediately higher Division of the League in and during Season 2020/2021;
- C53.12** the only Clubs which will be relegated from a higher Division of the League to participate in a lower Division of the League for and during Season

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<sup>8</sup> Previously Article 153.2



2020/2021, on the conclusion, completion, determination and/or ending of Season 2019/2020, shall, on the basis of the Divisional rankings provided for in Rules C53.9 and C53.10 and as set out in Parts A and B of Appendix 3, shall be the bottom Clubs in the Season 2019/2020 Premiership Division, League position 12, and are, in the Season 2019/2020 Championship Division, League position 22, and in the Season 2019/2020 League One Division, League position 32, which, in the case of the Season 2019/2020 Premiership Division Competition shall be relegated to participate in the Championship and, in the case of the Season 2019/2020 Championship and League One Division Competitions, are relegated to and participate in League One and League Two respectively, in each of such 3 cases and for the respective Season 2020/2021 Division Competitions;

- C53.13** the bottom Club in the Season 2019/2020 League Two Division Competition at the end of Season 2019/2020, as determined in accordance with the Season 2019/2020 League Two Division ranking, Rules C53.6 and C53.7 and as set out in Part B of Appendix 3, shall not be required to participate in any Pyramid Play-Off Competition, nor shall it be liable to be relegated from League Two to any lower league below the League, following the conclusion, completion, determination and ending of Season 2019/2020 and it shall participate in the 2020/2021 League Two Division Competition;
- C53.14** for Season 2019/2020, the final League and Divisional positions, the final League positions, the respective League and Divisional Champions Clubs, the Clubs entitled to be promoted from and to Divisions, the Clubs liable to be relegated from and to Divisions, the Clubs entitled to be nominated to Participate in European Club Competitions in Season 2020/2021, all as determined in accordance with this Rule C53, shall be, in the case of the Premiership Division and are in the case of the Championship, League One and League Two Divisions set out in Parts A and B respectively of Appendix 3 and the Divisions in which each of the 42 member Clubs of the League shall be entitled to play and participate in respect of Season 2020/2021 and the Divisions in which each Club shall be entitled to participate for the purposes of Director nominations and for voting for Director appointments shall be as set out by the Board, in accordance with this Rule C53, in Part C of Appendix 3; and
- C53.15** based on the final Divisional and League positions on conclusion, completion, determination and/or ending of Season 2019/2020, as provided for in this Rule C53 and as set out in Parts A and B of Appendix 3, the Board shall: (i) consult with the Scottish FA regarding the Clubs to be nominated to participate in UEFA Club competitions for and in Season 2020/2021; (ii) determine the Clubs and clubs which are to participate in the League Cup Competition first round Group Stages, if played, and in which such groups each will play and with what or any seedings, based, in part, on the final Divisional and League positions for and on conclusion of Season 2019/2020 and Division participation in and during Season 2020/2021, as set out in Parts A, B and C of Appendix 3 and in the Relevant Regulations,

for Season 2020/2021; (iii) determine the Clubs and clubs which are to participate, if any takes place, in the Challenge Cup Competition first round for Season 2020/2021; and (iv) determine any matter, thing, event or others not provided for in these Rules or the Regulations.

## **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 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:

- i. a *bona fide* dispute: as to liability for payment; to afford a benefit; and/or discharge of an obligation in relation to pensions, by a Club;
- ii. where a Club is entitled to deduct or otherwise withhold payment of a sum otherwise due; and/or
- iii. where a Club takes, suffers or is subject to an Insolvency Event,

any Club which shall:

- a) fail to pay any sum due by it to and/or give any benefit in kind to or for a Player under and in terms of that Player's Contract of Service;
- b) fail to pay any sum due by and/or give any benefit in kind under a contract of employment to any Official engaged in football management and/or football coaching; and/or
- c) fail to discharge a pension obligation arising in terms of contract, statute and/or regulation in relation to any one or more of any such employees (each of which 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**

**E30.1** Every Club shall keep detailed and materially accurate Financial Records and the Company shall be entitled to inspect such records and to require Clubs to provide copies of any Financial Records and Information, or other records and/or information which may be required by the Company in order to enable the Company to investigate whether the relevant Club:

**E30.1.1** has complied and is complying with, is in breach of, has been in breach of, has not fulfilled, is not fulfilling and/or will be in breach of or not fulfil one or more of these Rules, the Articles and/or the Regulations: and/or

**E30.1.2** in the last 12 months and/or during the next 12 months:

- (i) Has committed and/or is likely to commit a Remuneration Default;
- (ii) has been and/or is likely will be the subject of a Default Event;

- (iii) has taken, suffered or been subject to an Insolvency Event and/or is likely to so take, suffer or be subject to such an event;
- (iv) has failed to correctly certify to the Company in terms of Rule E31.7, compliance with each of Rules E31.1, E31.2, E31.3 and E31.6 and/or is likely to be unable to certify to the Company, in terms of Rule E31.7, compliance with any one or more of Rules E31.1, E31.2, E31.3 and E31.6;
- (v) should have been and/or is likely to be the subject of a withholding, retention and/or deferment in terms of Rule I39 or otherwise; and/or
- (vi) should have been and/or should be, the subject of an application under and in terms of Rule I38 and, if so, the amount of such application and whether the Company and/or another Club should be the beneficiary of such an application and, if so, the amount in respect of which such an application should be made;

**E30.2** In the event that the Board shall consider it expedient that the Company inspects and/or Club provides to the Company copies of Financial Records and Information and/or other records and/or information (together “**Material**”), to enable the Company to investigate whether a Club should be, is and/or may be the subject of any one or more of the circumstances set out in Rules E30.1.1 and/or E30.1.2(i) to (vi) (inclusive) the Company may make a Direction.

**E30.3** In the event that the Board shall consider it expedient that a Club shall provide Material to the Company in terms of Rules E30.1 and E30.2, the Secretary, whom failing the Assistant Secretary shall send to the Club concerned a written direction (“**Direction**”) specifying:

- E30.3.1** which one or more of the circumstances provided in Rule E30.1.2(i) to (vi) (inclusive) is the subject of investigation in relation to the relevant Club;
- E30.3.2** the Material which the relevant Club is required to provide copies of and/or to disclose to the Company;
- E30.3.3** the period or periods within which the Material is/are to be provided to the Company by the relevant Club or where required and with an explanation why, the original(s) of same;
- E30.3.4** that if the relevant club is unable to provide any element of the Material, either because it would be unlawful of the Club to do so and/or that it does not have all or any part of the Material specified and/or that for a specified reason it should not have to provide same, and/or that more time should be afforded for provision of the relevant Material to the Company, it should apply in writing, with reasons, for a cancellation or modification of the Direction to the person who issued the Direction within 3 Working Days of the date of sending the Direction to the relevant club; and

**E30.3.5** if it is the case, the person, persons or agency appointed by the Board to carry out the investigation and to report.

**E30.4** In the event that a Club shall fail to:

- (a) Comply with all or any part of a Direction;
- (b) Comply within the period specified or, where one is given, extended period afforded to it for the compliance with a Direction;
- (c) Have maintained detailed and materially accurate Financial Records; and/or
- (d) Provide a materially accurate, genuine and complete response to a Direction;

It shall, in any one or more of such circumstances, be in breach of the Rules.

**E30.5** Whenever Financial Records and Information is referred to as being required to be “materially” accurate for the purposes of any provision of Rule H30 then materiality shall be determined by the Board having regard to the economic size, turnover, assets and liabilities of the owning Member of the Club concerned, except where the annual financial statements and accounts of the owning Member shall incorporate a statement approved by the Member’s auditors, or independent accountant responsible for the preparation or review of the financial accounts, of what constitutes materiality for the purposes of the financial accounts of the Member then such description shall determine what constitutes materiality for the purposes of Rule E30.

**E30.6**

**E30.6.1** All financial Records and Information required to be submitted to the Company pursuant to this Rule E30 shall, unless the Board determines otherwise, be given by or on behalf of a Club to the Secretary. The Board may determine that it will not be necessary for a Club to give Financial Records and Information to the Secretary but instead to make same or any part of same available for inspection at a specified place in Scotland. 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.

**E30.6.2** 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.

- E30.6.3** Any forecasts comprised in Financial Records and Information will, subject to Rule E30.6.4, be reviewed only by the Secretary and/or his nominated accounting and/or legal advisers and/or such other member(s) of the Company's executive as shall have been appointed by the Board to have responsibility for the carrying out of any investigation related to the Financial Records and Information provided and to be provided.
- E30.6.4** Where any forecast provided to the Company as part of Financial Records and Information for the purposes of the Rule E30 shall be required for the making of any decision as to whether a complaint is to be brought and/or is required as evidence during the course of disciplinary or like or related proceedings, then all reasonable endeavours shall be made to keep to a minimum the number of persons at the Company who shall have access to and/or view same and all copies or extracts provided shall be gathered in and retained by the Secretary and all persons having such or equivalent access to the same shall be under obligation of confidentiality in relation to same.
- E30.6.5** All forecasts provided to the Company as part of Financial Records and Information for the purposes of this Rule E30 will remain under the control of the Secretary. Hard copies of such 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 Rule E30.
- E30.6.6** All forecasts provided to the Company as part of Financial Records and Information for the purposes of this Rule E30 will, unless required for ongoing matters in relation to this Rule E30, 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.
- E30.6.7** A Club shall be entitled to notify the Secretary in writing that where it has been required in terms of this Rule E30 to provide a forecast as part of Financial Records and Information 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 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 to review the forecast at the Club's premises. Where a Club has exercised such option, it is subject to a requirement by the Board or Secretary in terms of Rule E30.6.2 and if no such requirement is notified the Club must confirm in writing to the Secretary, at or prior to the inspection of same, that the Club will retain the forecast and make it available for future inspection by the Secretary and/or

his nominated accounting and/or legal advisors until the Club receives notification in writing from the Secretary that the forecast may be destroyed by the Club.

### **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 E31.5, 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** Subject to the provisions of Rule G22C in the case of the Premiership and for Season 2020/2021 only, 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', conform to the style of form as set out at Appendix 6 or such amended 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** Subject to the provisions of Rule G22C in the case of the Premiership and for Season 2020/2021 only, if any Player (or substitute Player) named in a Match Information Form referred to in Rule G16 (“**Match Information Form**”) is injured or otherwise incapacitated after the delivery of that Match Information 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 Information 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 Information Form. The substitute in question may only then be replaced by a League Registered Player not listed on the initial Match Information 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 Information Form; and
- (iv) if the Player in question is a goalkeeper and no substitute goalkeeper has been named on the initial Match Information Form, the Player may be replaced by a League Registered player not listed on the initial Match Information Form.

Any amendment to the Match Information 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.

## Substitution and Extra-Time

- G19** Subject to the provisions of Rule G22C in the case of the Premiership and for Season 2020/2021 only, subject to the whole provisions of this Rule G19, only up to three nominated substitutes for any one Club may Play in an Official Match, except, that in the event that Extra-Time is played in any Competition Match, a Club may Play an additional substitute, a fourth substitute in total, who may only Play during Extra Time. A Player who has been substituted may not Play in the same Match again. Any substitution during a Match must be recorded by the Club on a completed substitution slip and handed to the relevant Match Official prior to such substitution taking place.
- G20** Subject to the provisions of Rule G22C in the case of the Premiership and for Season 2020/2021 only, 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 Information 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.
- G22A** Subject to the provisions of Rule G22C in the case of the Premiership and for Season 2020/2021 only, 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 Information Form pursuant to Rule G16.
- G22B** If space so permits, up to eight additional technical seats are allowed for Officials providing technical support to the team during the Match (kit manager, assistant physiotherapist, etc.). Such seats must be outside of the technical area and positioned at least five metres behind or to the side of the benches but with access to the dressing rooms. The names of all these persons and their functions must be listed on the Match Information Form or such other form as approved from time to time by the Board. In respect of Premiership Matches only the technical seats must be made available by the Home Club on request from the Away Club provided that such request is made in advance of the day of the Match.
- G22C** In the case of the Premiership and for Season 2020/2021 only:
- G22C.1** in Rule G17(ii), G17(iii), and G22A, substitute “seven” whenever it appears, with “nine” and in Rule G22A also substitute “13” with “15”;
- G22C.2** in Rules G19 and G20, substitute “three”, whenever it appears with “five”;
- G22C.3** in Rule G19 delete the words “in the event that Extra-Time is played in any Competition Match, a Club may Play an additional substitute, a fourth substitute in total, who may only Play during Extra Time” and substitute “that in Official Matches not played in the League the relevant substitute

numbers and other related provisions shall be as specified in the relevant Competition Regulation; and

**G22C.4** there shall be no more than three, plus at half-time, occasions for each Club in which each Club shall be entitled to make substitutions during a League Match. If on any one occasion during a League Match each Club shall make substitution(s) that that shall count as one occasion for each Club.

### **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 of a Play-Off Match, the Referee of such match shall send in electronic form a Match Report 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 being requested so to do.

#### **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.

### **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 Programme for the FIFA Quality Pro mark;
  - H4.2** such a pitch used for the playing of League Matches and/or Play-Off Matches by a Home Club which, in the relevant Season, is eligible to participate in the:
    - H4.2.1** Championship, League One or League Two shall be deemed to perform throughout the relevant Season, to the FIFA Quality Pro mark or, as the case may be, such higher mark as may from time to time be adopted by FIFA as the highest recommended mark 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 Approval issued under the then FIFA Quality Pro mark or, as the case may be, such higher mark as may from time to time be adopted by FIFA as the highest recommended mark for such a pitch and that it complies and continues to comply with any conditions imposed by the Board in terms of Rule H7; or
    - H4.2.2** Premiership, it is demonstrated to the Board, by such means as the Board may, in its absolute discretion, determine, that, throughout the relevant Season, the pitch performs to the FIFA Quality Pro mark, such that it would achieve, at any date on which a League

Match or Play-Off Match was scheduled to be played during such relevant Season, Field Approval to the FIFA Quality Pro mark, or, as the case may be, such higher mark as may from time to time be adopted by FIFA as the highest recommended mark for such pitches, and that it complies and continues to comply with any conditions imposed by the Board in terms of Rule H7;

**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, will comply and 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 Quality Pro mark, or, as the case may be, such higher mark as may from time to time be adopted by FIFA as the highest recommended mark for such pitches.

**H7** Where an approval is given by the Board 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 Scottish Professional Football League - Match Information Form;

- 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

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 have 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 a Home Ground or Neutral Venue, including any fixtures and fittings and/or the pitch, 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 fabric of the ground, of a Home Club or, as the case may be, the Club whose supporters causing or who have caused any such damage to a Neutral Venue, shall, if and only if directed by the Board and subject to the relevant Maximum Aggregate Amounts Payable set out in Rule H42, be obliged to compensate the Home Club, Neutral Venue owner or, where the Company has to any extent compensated or be obliged to compensate a Neutral Venue owner, the Company, in the costs and/or expense and/or liability reasonably incurred or to be incurred by the Home Club, Neutral Venue owner 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 a Football club or between a Neutral Venue owner and either of the Clubs participating in the relevant match as regards any claim and/or liability for payment of compensation 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, Visiting Club, Neutral Venue owner, Football club participating in the relevant match 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 final and binding on each of the parties concerned. In the event that the Company is a party to a dispute arising out of or in connection with Rules H40 to H43 (inclusive) then it shall be determined by Scottish FA Arbitration under and in terms of Article 99 of the Scottish FA articles of association.



**H42** The financial limits referred to in Rule H40 are as set out below in this Rule H42.

The “Maximum Amount Payable” specified in section A is the maximum aggregate amount which may be required to be individually paid by a Club for any and all damage occasioned by its supporters in the case of a Neutral Venue, during or relating to an Official Match, notwithstanding the number and timing of the incidents in which such damage has been caused by its supporters, to the fabric of the relevant ground.

The “Maximum Amount Payable” list in section B. are the maximum aggregate amounts of compensation which may be required to be paid individually by an Away Club for damage occasioned by its supporters to the fabric of an Away Ground during or relating to an Official Match

<b>A. SPFL Organised Neutral Venues</b>	<b>Maximum Aggregate Amount Payable</b>
Competition Semi-Finals & Finals and Play-Off Matches at Neutral Venues etc.	£50,000
-----	
<b>B. Division</b>	<b>Maximum Aggregate Amounts Payable</b>
Premiership	£25,000
Championship	£10,000
League One	£5,000
League Two	£5,000

**H43** Nothing in Rules H40 to H42 (inclusive) shall prevent the Company from including within the costs of the relevant Competition prior to distribution to some or all participants or in the costs of the League before determination of Net Commercial Revenues and Fee payments to Members, the costs of any repairs, re-instatement, compensation or the like to any venue used for any Official Match in any Competition where the Board determines that such amounts should be so included and discharged by the Company.

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

**H44** 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.

**H45** 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.

**H46** 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.

**H47** 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**

**H48** 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 I7 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.

**I22A.1** During and only for Season 2020/2021, Clubs shall, notwithstanding Rule I14, together with any other Rule which shall otherwise prevent or restrict Clubs from exploiting Club Virtual Element (defined in Terms and Conditions) and/or Club Pay-Per-View Ticket (defined in PPV Terms and Conditions), be permitted to exploit Club Virtual Element and/or Club Pay-Per-View Ticket, by the Other Transmission of live moving images of play in League Matches at its Home Ground only by Club Digital Media (defined in Terms and Conditions and in PPV Terms and Conditions), providing that at all times each Club shall, subject to the 'notwithstanding' provision above, comply with the Rules, any restrictions comprised in a Commercial Contract and shall comply with and enforce the "Club Virtual Element of Season Ticket - Terms and Conditions" and the "Club PPV -Terms and Conditions" as set out in Rules I22A.3 & I22A.5 respectively.

**I22A.2** The Club Virtual Element of each Season ticket and of a Season long hospitality ticket providing for a specific seat or hospitality location within the Club's Home Ground for each Home League Match, may be exploited for Season 2020/2021 with immediate effect, in respect that Clubs may include, at any time prior to or during Season 2020/2021, as an additional benefit to the holders and purchasers of 2020/2021 Season tickets and Season long hospitality tickets providing for a specific seat or hospitality location within the Club's Home Ground for each Home League

Match during Season 2020/2021, a Club Virtual Element, always providing

- (i)** the Terms and Conditions (as defined below) at Rule I22A.3 are comprised in each agreement between the Club and User (defined in Terms and Conditions), permitting access to and use of Club Virtual Element via Club Digital Media (defined in Terms and Conditions), in respect of a League Match in Season 2020/2021 during the Restricted Period (defined in Terms and Conditions) at its Home Ground;
- (ii)** except with the prior written consent of Sky, which may be given in such numbers and on such conditions as Sky may determine, a Club must not issue such number of Club Virtual Elements to the holders and purchasers of 2020/2021 Season tickets, part Season tickets and Season long hospitality tickets providing for a specific seat or hospitality location within the Club's Home Ground for each Home League Match during Season 2020/2021 as shall be greater than the aggregate number of Season Tickets and Season long hospitality tickets providing for a specific seat or hospitality location within the Club's Home Ground for each Home League Match as were sold or otherwise supplied by the relevant Club in respect of or during Season 2019/2020; and
- (iii)** each Club which includes a Club Virtual Element as an additional benefit to the holders and purchasers of Season tickets, part Season tickets and Season long hospitality tickets providing for a specific seat or hospitality location within the Club's Home Ground for each Home League Match, during Season 2020/2021, shall, within 3 Working Days, of being required by the Company, including for the benefit of and for copying to Sky, provide to the Company a written statement:

  - (a)** of the aggregate numbers of Season tickets, part Season tickets and Season long hospitality tickets providing for a specific seat or hospitality location within the relevant Club's Home Ground, for Home League Matches, i.e. for more than one such Official Match, during Season 2019/2020;
  - (b)** of the aggregate numbers of Club Virtual Elements supplied by the relevant Club up to and including the date immediately preceding the date of such written statement;
  - (c)** of the aggregate numbers of Pay-Per-View Tickets (sold by the relevant Club for each Home League Match, whether so far played or not, in which it is the Home Club at its Home Ground during Season 2020/2021; and
  - (d)** each of the Company and Sky shall be under obligation to treat and maintain such aggregate numbers so supplied, as Confidential Information, and shall not disclose same to any person within or outside of either of the Company or League or Sky (including its subsidiaries, holding companies and associated companies) who do not require to know same for the purposes of monitoring and/or ensuring compliance

with the terms of the Rules and/or any co-relative Commercial Contract.

**I22A.3** The Terms and Conditions which a Club must incorporate into the supply of each and all Club Virtual Elements supplied, shall, subject to any modification of style and/or language agreed by the Club with each User, subject that the Home Club concerned must ensure that any such modification must not affect the substance and/or meaning of the “Club Virtual Element of Season Ticket – Terms and Conditions” be as follows.

**“Club Virtual Element of Season Ticket - Terms and Conditions” (“Terms and Conditions”)**

**1. Background**

- 1.1** For the 2020/21 season only and in respect only of the Club’s League Matches which have to be played ‘behind closed doors’ or with a reduced spectator capacity as a consequence of Coronavirus/Covid-19 being potentially present/a threat to public health and with ground access being regulated/directed by the Scottish Government, Local Licensing Authority and/or the Police or any other body having regulatory authority in these or related matters, the Club and its Relevant Supporters (defined below) can, subject to and in accordance with these Terms and Conditions, include a Club Virtual Element (defined below) of/in their Season Tickets and in season long hospitality tickets entitling an individual to attend at each League Match in Season 2020/2021 and to sit at or occupy a defined seat or place at such Match.
- 1.2** Please note that you are only entitled to the Club Virtual Element if and for so long as you are a Relevant Supporter. If at any time you cease to be a Relevant Supporter, your Club Virtual Element shall immediately terminate.

**2. Definitions**

In this Rule I22A.2, the following words and phrases and capitalised words and phrases not herein defined but used herein, have the meanings given to them in the Rules, as from time to time amended, of the Scottish Professional Football League (<https://spfl.co.uk/pages/rules-and-regulations>):

**Club Digital Media** means the Club’s official website and any official Club mobile app only;

**Club Virtual Element** means the right to view on a Live basis, via Club Digital Media, the Club’s Home League Matches during the Restricted Period;

**Home League Matches** means the Club’s League Matches, scheduled to be played at the Club’s Home Ground, and does not include any Play-Off Matches;

**Live** means as contemporaneously to the event taking place as technology allows;

**Relevant Supporters** means a Club individual supporter who has purchased either (i) a season ticket entitling him/her to the personal right to attend all of a Club’s Home League Matches during the 2020/21 season; or (ii) a Season long hospitality package which entitles the persons receiving the hospitality to be a spectator at each Home League Match of the Club concerned during the 2020/21 season, whether by means of viewing via the Club Virtual Element or by personal attendance, when and where possible, at the Home Ground of the Club concerned;

**Restricted Period** means the period during the 2020/21 Season when the Club’s Home League Matches have to be played ‘behind closed doors’ or with a reduced capacity, where ground access is being regulated and/or directed by the Scottish Government, Local Licensing Authority and/or the Police or any other body having regulatory authority in these or related matters;

**Terms and Conditions** these Club Virtual Element of Season Ticket - Terms and Conditions;

**Territory** means the United Kingdom and the Republic of Ireland; and

**User** means a natural person who is has been provided as an additional benefit to him or her



as the holder and/or purchaser of a 2020/2021 Season ticket or Season long hospitality ticket providing for a specific seat or hospitality location within the Club's Home Ground for each Home League Match during Season 2020/2021, a Club Virtual Element and who uses same to access live broadcast coverage of the Club's Home League Match through the Club Digital Media.

### **3. Contract, Registration and Username/Password**

**3.1** Club Virtual Elements are issued subject to these Terms and Conditions and are also subject to the applicable terms and conditions for use of/access to the relevant Club Digital Media and the Club's applicable privacy policy, which (as updated over time) are incorporated into these Terms and Conditions and form part of the contract.

**3.2** Following your purchase of a Club Season Ticket, you will be entitled to be registered as a holder of a Club Virtual Element. Registration will be via the Club's website [\[at \[link\]\]](#).

**3.3** On registration and on each subsequent occasion on which you login to Club Digital media to access and view Club Virtual Element, you will be required to enter a username and a password and to agree to these Terms and Conditions. You must keep the password secure and not disclose it to any other person. Your right to use your Club Virtual Element is personal to you and is limited to viewing on one device at any time. If your password becomes known by a third party, you must immediately change your password using the facility to do so on Club Digital Media. The Club is not liable for any loss or damage arising from your failure to comply with this obligation and/or for any loss and/or misuse of or failure by you or on your behalf to protect and preserve as confidential your password.

**3.4** You confirm that:

(a) [\[you are at least 18 years old\]](#) ***[Position of junior season ticket holders to be considered by Club concerned]***;

(b) you are solely resident in the Territory. Please note you must notify us immediately if you cease to be resident in the Territory, in which case your Club Virtual Element will immediately expire;

(c) you will only access and view Club Virtual Element using Club Digital Media and will at all times comply with these Terms and Conditions; and

(d) the information which you provide is true, accurate and complete in all respects at that time. You must also notify us immediately of any changes to your information by either updating the details on the Club website or emailing [\[insert email address\]](#).

### **4. Use of the Club Virtual Element**

**4.1** Details of how holders of Club Virtual Elements will be able to view Home League Matches on a Live basis during the Restricted Period will be set out on the Club Digital Media. You will need to log in using your username and password on each occasion.

**4.2** Your Club Virtual Element may be suspended and/or terminated in accordance with these Term and Conditions.

**4.3** If your Season ticket is for any reason suspended and/or terminated in accordance with its Terms and Conditions, then the Club Virtual Element thereof may be likewise so suspended and/or terminated.

**4.4** The Club Virtual Element content includes video and audio footage, statistics, logos, on-screen graphics and other media and intellectual property related to the Club, the relevant Home League Matches, the Scottish Professional Football League, and their respective commercial partners. All such footage and other materials and their selection or arrangement are comprised the intellectual property rights (including, amongst other things copyright) of the Club, The Scottish Professional Football League Limited and/or the respective commercial partners. In particular, all audio-visual coverage of League Matches and all on screen graphics during such Matches, including all copyright therein, is the sole and exclusive property of The Scottish Professional Football League Limited. You will not own any of the content.

- 4.5** The Club Virtual Element is a content access service only. The Club is not responsible for any problems caused by or to your computer or other device hardware, computer operating systems, internet connection or other software installed on your computer or other device.
- 4.6** In order to access and use the Club Virtual Element, you will need to provide all necessary equipment including a computer and access to the internet, with you being responsible for any service fees associated with such access via Wi-Fi or mobile data. You will require a Wi-Fi or broadband internet connection (DSL/cable or higher) with a minimum download speed of at least 1.2mbps with latency not exceeding 100ms for SD video and 4mbps with latency not exceeding 50ms for HD video. Quality and accessibility of Live video streaming via mobile networks cannot be guaranteed.
- 4.7** For use of the Club Virtual Element your device needs to comply with the following minimum system requirements (this may be updated occasionally, for which see section changes and updates section):
- (a) Processor: 2.33GHz or faster x86-compatible processor, or Intel® Atom™ 1.6GHz or faster processor for netbooks;
  - (b) Memory: 2GB (1GB for netbooks), 128MB of graphics memory.
  - (c) Operating Systems: Windows 8.1 or later, Mac 9+
- 4.8** In order to access and use the Club Virtual Element service, your device needs to comply with the following minimum system requirements (this may be updated occasionally, for which see section changes and updates section). Minimum requirements: Browsers: latest versions of Microsoft Edge, Mozilla Firefox, Google Chrome and Safari; 512MB of RAM (1GB of RAM recommended for netbooks). Internet Explorer is not supported and cannot be used in line with our service. Mobiles & Tablets: Operating System: Android 6+, iOS 9+

## **5. Obligations on holders of Club Virtual Elements**

- 5.1** You must not (nor authorise or permit any other person to):
- (a) use your Club Virtual Element contrary to this contract, including use for any unlawful purpose contrary to any applicable laws and regulations;
  - (b) use your Club Virtual Element other than for private and domestic purposes. Under no circumstances must your Club Virtual Element nor any match footage or other content be accessed, viewed or used for commercial or business purposes and you must not access, view or use your Club Virtual Element in circumstances where members of the public can view the accessible match footage or other content (whether simultaneously or not);
  - (c) forward, record, copy, reproduce, store, transfer, modify, post, re-transmit, distribute, or publish any match footage or otherwise forward any match footage to any other person. Without prejudice to the generality of the foregoing, match footage must not be transferred or otherwise on any electronic communications site or service (such as YouTube or live streaming sites) which can be accessed by third parties;
  - (d) sell, assign, transfer, or delegate all or any of your rights and obligations in this contract to another person or organisation, or share use of or access to your Club Virtual Element account or any content contained or accessed within it;
  - (e) disclose your username and password to any other person and not store your username and password anywhere on a computer in plain text;
  - (f) use your Club Virtual Element in any manner which violates or infringes the rights of any person, firm or company (including, amongst other things, rights of intellectual property, confidentiality or privacy);
  - (g) use your Club Virtual Element in a way that may cause the Club Digital Media and/or any equipment used by the Club (or our technology partners appointed to help provide Club Virtual Elements) to be interrupted, damaged, rendered less efficient or impaired,

nor try to gain unauthorised access to any of the systems through which Club Virtual Element is delivered;

- (h) use a VPN (Virtual Private Network) service or similar to mask or otherwise hide your location for the purposes of utilising the Club Virtual Element outside the Territory; and
- (i) distribute or publish any data or information in relation to any Home League Match [Note: insert similar wording from ground regulations/season ticket Ts&Cs/Club online privacy policy]

## **6. Changes & Updates**

**6.1** We may change the Club Digital Media via which Club Virtual Elements are utilised and/or these Terms and Conditions without giving you notice in order to:

- (a) reflect changes in relevant laws or regulatory requirements;
- (b) implement minor or emergency technical adjustments, for example to address a security threat;
- (c) alter or improve the presentation of the user interface, or increase functionality; or
- (d) implement other minor changes which would not reasonably be likely to cause you a material detriment in your use of the Club Virtual Element or which we reasonably believe to be for the benefit of users.

**6.2** We may update the underlying software relating to Club Virtual Elements or require you to implement updates from time to time to continue using your Club Virtual Element. For example, as time goes on you may need to ensure your system remains compatible with technical requirements (see section 4).

**6.3** If any change to these Terms and Conditions or changes carried out in accordance with them is found invalid, void or for any reason unenforceable, only that change will be disregarded, and it will not affect the validity and enforceability of any remaining changes.

## **7. Disclaimers and Liability**

**7.1** Neither the Club nor any of its staff or other representatives will be responsible or liable to you for any loss, damage, or inability to access and/or use Club Virtual Element which:

- (a) is due to any use you make of Club Virtual Element, other than that we permit under this contract;
- (b) is due to events outside our reasonable control. For example (and amongst other things) fire, floods, severe weather, terrorist activity, epidemic or pandemic, government regulation or civil disruption;
- (c) is due to incompatibility of your devices or systems with the compatibility and technical requirements we have informed you of (see Section 4 above);
- (d) is caused by viruses or other harmful data not caused by or attributable to an error or problem with Club Virtual Elements or the relevant Club Digital Media;
- (e) is caused by your failure to follow any reasonable, clear and easy to follow instructions we have made known to you relating to your use of your Club Virtual Element;
- (f) concerns loss or damage:
  - (i) which is not a foreseeable result of our breach of these Terms and Conditions (though we will be responsible for loss or damage which is foreseeable). Loss of damage is foreseeable if either it is obvious that it will happen or if, at the time we enter this contract, both you and we knew it might happen; or
  - (ii) relating to any business, including (amongst other things) loss of profits, loss of business, loss of opportunity and/or business interruption. Club Virtual Elements are made available for private and domestic purposes only.

**7.2** The Club does not limit or exclude our liability for death or personal injury resulting from our negligence; fraud; or for breach of your mandatory legal rights (for example, including our liability in UK consumer contract law if Club Virtual Element digital content is not of satisfactory quality, fit for purpose, in compliance with its description or we are found to not have rights to provide such content). You should seek your own legal advice in relation to any such rights at law.

## **8. Suspension and Termination**

**8.1** The Club may suspend or terminate your access to the Club Virtual Element at any time if:

- (a)** we are unable to verify or authenticate any information you have provided to us, where we reasonably need to do so (or information you have provided is incomplete) and you do not, within a reasonable time of us asking for it, provide us with the required information that is necessary for us to start or continue making the Club Virtual Element available to you;
- (b)** you commit a material breach of these Ts&Cs, or commit a less serious breach which can be fixed, and you have failed to fix it within 10 days of us notifying and requiring you to do so;
- (c)** you are suspected to be using a VPN to use the Club Virtual Element;
- (d)** the Restricted Period is no longer applicable or continuing in respect of the Club's Home League Matches;
- (e)** the Season Ticket to which the Club Virtual Element relates expires or is terminated; or
- (f)** Season 2020/21 ends

and in each case no refund or other compensation will be provided.

## **9. General**

**9.1** Any notices sent by the Club will be sent to the email address you supply during the registration process. Any notices you send to us must be sent by email to [email address]. Notices will be deemed to have been delivered at the time and date of sending of the email, which time and date are specified in the email.

**9.2** If the Club fails or delays to exercise or enforce any right we have under this contract, such failure or delay will not be deemed to be a waiver of that right nor will it prevent us from exercising or enforcing that right on a later occasion.

**9.3** This agreement is between the Club and you. No-one else will have any rights to enforce its terms. You may not transfer your rights and obligations under this contract to anyone else.

**9.4** The Club may transfer our rights and obligations under this agreement to another organisation. We will always let you know if this happens and will ensure that the transfer does not affect your rights under this contract.

**9.5** These Ts&Cs and the contract in which they are comprised shall be governed by, and interpreted exclusively in accordance with, Scottish law. Each party irrevocably agrees that the Courts of Scotland shall have non-exclusive jurisdiction to hear and determine any suit, action, or proceedings and to settle any disputes which may arise out of or in connection with this contract and for such purposes irrevocably submits to the jurisdiction of the Courts of Scotland.

## **10. Complaints**

**10.1** If you have any questions or complaints about the Club Virtual Element, please contact us at [support email address]

**10.2** The Club will endeavour to respond to any complaint within 7 working days of receipt of such communication. If it is not possible to provide a full response to the issue raised within that

time, an acknowledgement will be sent, and a reasoned reply will, if reasonably practicable, follow within 14 working days of receipt of the original communication.

- 10.3** The Club will attempt to resolve all justifiable complaints within 28 working days. If, however, this cannot be done, we will keep you updated on the progress of the complaint.”

**Notes for Club Virtual Element (not part of published terms and conditions)**

*The paragraph numbers below correspond to the provisions of the Ts&Cs above.*

*3.2 Here insert hyperlink to relevant part of club website.*

*3.4 Consider if the virtual element will be given to all classes of Season Ticket. If numbers are an issue, then the Club Virtual Element may be reserved only for full price Season Tickets although consider media coverage implications and ensure no actionable discrimination.*

*4.6 to 4.8 These specifications must be checked with your streaming services provider and adjusted as necessary.*

*10 The complaints procedure must be carefully checked to ensure consistency with your existing arrangements.*

**I22A.4** The PPV Terms and Conditions (defined in PPV Terms and Conditions) which a Club must incorporate into the sale or other permitted supply of each and all Pay-Per-View Tickets (defined in PPV Terms and Conditions) are set out in Rule I22A.5, and which must be supplied by it to each and all persons who wish to secure the benefits of same for him or her and must be comprised in each contract for the acquisition of and for the use of a Pay-Per-View Ticket when such Club is playing in a Home League Match at its Home Ground during the Restricted Period (defined in PPV Terms and Conditions) in Season 2020/21.

**I22A.5** Each Pay-Per-View Ticket, shall be contracted to be supplied by a Club, subject to any modification of style and/or language agreed by the Club with the purchaser of such a Pay-Per-View Ticket, subject that the Home Club concerned must ensure: (i) that such modification must not affect the substance and/or meaning of the PPV Terms and Conditions for the acquisition of Season 2020/2021 Pay-Per-View Tickets as set out below; and (ii) that the PPV Terms and Conditions are comprised in each agreement between the relevant Club and the purchaser of each Pay-Per-View Ticket and between the relevant Club and PPV User (defined in PPV Terms and Conditions), permitting access, within the Territory, to audio visual coverage of a Live League Match by use of a Pay-Per-View Ticket via Club Digital Media (defined in PPV Terms and Conditions), in respect of a Live League Match in Season 2020/2021 during the Restricted Period (defined in PPV Terms and Conditions) at its Home Ground.

**“Club Home Match Pay-Per-View Ticket - Terms and Conditions**

**1. Definitions**

In these Terms and Conditions, the following words and phrases shall have the following meanings:

**Club Digital Media** means the Club’s official website and any official Club mobile app only

**Live** means as contemporaneously to the event taking place as technology allows

**PPV Terms and Conditions** means these terms and conditions;

**Pay-Per-View Ticket** means the right to view the Relevant Home League Match on a Live basis via the Club Digital Media in the Territory accordance with these Terms and Conditions

**PPV User** means a natural person who has been supplied by the Club with a Pay-Per-View Ticket for a Home League Match of the Club during Season 2020/2021 and who uses same to access Live broadcast coverage of one or more of the Club's Home League Matches during that Season through the Club Digital Media;

**Relevant Home League Match** means the Club's Home League Match in respect of which you have bought a Pay-Per-View Ticket always subject that a Pay-Per-View Ticket is not available and must not be sold or otherwise distributed for a Club's League Match where such Official Match is being broadcast live by Sky UK Limited under and in terms of its Commercial Contract with the Company;

**Restricted Period** means the period during the 2020/21 Season when the Club's Home League Matches have to be played 'behind closed doors' or with a reduced capacity, where ground access is being regulated and/or directed by the Scottish Government, Local Licensing Authority and/or the Police or any other body having regulatory authority in these or related matters;

**Territory** means the United Kingdom and the Republic of Ireland;

in these Terms and Conditions, capitalised words and phrases not herein defined but used herein, have the meanings given to them in the Rules, as from time to time amended, of The Scottish Professional Football League (<https://spfl.co.uk/pages/rules-and-regulations>).

## **2. Contract, Registration and Username/Password**

**2.1** Pay-Per-View Tickets are issued subject to these Terms and Conditions and are also subject to the applicable terms and conditions for use of/access to the relevant Club Digital Media and the Club's applicable privacy policy, which (as updated over time) are incorporated into these Terms and Conditions and form part of the contract.

**2.2** To obtain a Pay-Per-View Ticket you must do so via the Club's Digital Media. On registration you will be required to enter a username and password. You must keep the password secure and not disclose it to any other Person.

**2.3** Your right to use your Pay-Per-View Ticket is personal to you and is limited to viewing on one device at any time. If your password becomes known by a third party, you must immediately change your password. We are not liable for any loss or damage arising from your failure to comply with this obligation and/or for any loss and/or misuse of or failure by you or on your behalf to protect and preserve as confidential your password.

**2.4** You confirm that:

- (a) [you are at least 16/18 years old];
- (b) you are solely resident in the Territory. Please note you must notify us immediately if you cease to be resident in the Territory, in which case you will cease to be entitled to use the Pay-Per-View Ticket;
- (c) you will only use your Pay-Per-View Ticket to view audio visual material broadcast via Club Digital Media and will at all times comply with these Terms and Conditions; and
- (d) the information which you provide is true, accurate and complete in all respects at that time. You must also notify us immediately of any changes to your information by either updating the details on the Club website or emailing [insert email address].

## **3. Use of the Pay-Per-View Ticket**

**3.1** Details of how holders of Pay-Per-View Tickets will be able to view the Relevant Home League Match on a Live basis will be set out on the Club Website. [You will need to log in using your username and password/code.] [Will the club issue a voucher code to purchasers to insert to view the match?]

- 3.2** Every Pay-Per-View Ticket may be individually terminated in accordance with these Term and Conditions.
- 3.3** Pay-Per-View Ticket content includes video and audio footage, statistics, logos and other media and intellectual property related to the Club, the relevant Home League Match, the Scottish Professional Football League and their respective commercial partners. All such footage and other materials and their selection or arrangement are comprised the intellectual property rights (including, amongst other things copyright) of the Scottish Professional Football League Limited. In particular, all audio-visual coverage of League Matches and all on screen graphics during such Matches, including all copyright therein, is the sole and exclusive property of The Scottish Professional Football League Limited. You will not own any of the content.
- 3.4** A Pay-Per-View Ticket is a content access service only. The Club is not responsible for any problems caused by your computer hardware, computer operating systems, internet connection or other software installed on your computer or other device.
- 3.5** In order to access and use the Pay-Per-View Ticket service, you will need to provide all necessary equipment including a computer and access to the internet and/or mobile service, with you being responsible for any service fees associated with such access via Wi-Fi or mobile data. You will require a Wi-Fi or broadband internet connection (DSL/cable or higher) with a minimum download speed of at least 1.2mbps with latency not exceeding 100ms for SD video and 4mbps with latency not exceeding 50ms for HD video. Quality and accessibility of Live video streaming via mobile networks cannot be guaranteed.
- 3.6** For use of the Pay-Per-View Ticket your device needs to comply with the following minimum system requirements (this may be updated occasionally, for which see section changes and updates section):
- (a)** Processor: 2.33GHz or faster x86-compatible processor, or Intel® Atom™ 1.6GHz or faster processor for netbooks;
  - (b)** Memory: 2GB (1GB for netbooks), 128MB of graphics memory.
  - (c)** Operating Systems: Windows 8.1 or later, Mac 9+.
- 3.7** In order to access and use the Pay-Per-View Ticket service, your device needs to comply with the following minimum system requirements (this may be updated occasionally, for which see section changes and updates section). Minimum requirements: Browsers: latest versions of Microsoft Edge, Mozilla Firefox, Google Chrome and Safari; 512MB of RAM (1GB of RAM recommended for netbooks). Internet Explorer is not supported and cannot be used in line with our service. Mobiles & Tablets: Operating System: Android 6+, iOS 9+.

#### **4. Obligations on holders of Pay-Per-View Tickets**

- 4.1** You must not (nor authorise or permit any other person to):
- (a)** use your Pay-Per-View Ticket contrary to these Terms and Conditions, including use for any unlawful purpose contrary to any applicable laws and regulations;
  - (b)** use your Pay-Per-View Ticket other than for private and domestic purposes. Under no circumstances must your Pay-Per-View Ticket nor any match footage or other content be accessed, viewed, recorded or used for commercial or business purposes and you must not access, view or use your Pay-Per-View Ticket in circumstances where members of the public can view the accessible match footage or other content (whether simultaneously or not);
  - (c)** forward, record, copy, reproduce, store, transfer, modify, post, re-transmit, distribute or publish any match footage or otherwise forward any match footage to any other person. Without prejudice to the generality of the foregoing, match footage must not be transferred to or otherwise displayed on any electronic communications site or service (such as YouTube or live streaming sites) which can be accessed by third parties;

- (d) sell, assign, transfer or delegate all or any of your rights and obligations in this contract to another person or organisation, or share use of your Pay-Per-View Ticket or any content contained or accessed within it;
- (e) disclose your username and password[/code] to any other person and not store your username and password[/code] anywhere on a computer or mobile device in plain text;
- (f) use your Pay-Per-View Ticket in any manner which violates or infringes the rights of any person, firm or company (including, amongst other things, rights of intellectual property, confidentiality or privacy);
- (g) use your Pay-Per-View Ticket in a way that may cause the Club Digital Media and/or any equipment used by the Club (or our technology partners appointed to help provide the Pay-Per-View Ticket service) to be interrupted, damaged, rendered less efficient or impaired, nor try to gain unauthorised access to any of the systems through which Pay-Per-View Ticket is delivered;
- (h) use a VPN (Virtual Private Network) service or similar to mask or otherwise hide or modify your actual location for the purposes of viewing the Relevant Home League Match outside the Territory; and
- (i) distribute or publish any data or information in relation to the Relevant Home League Match [Note: insert similar wording from general ticket conditions]

## 5. Changes & Updates

5.1 We may change the Club Digital Media via which the Pay-Per-View Ticket is utilised and/or these Terms and Conditions without giving you notice in order to:

- (a) reflect changes in relevant laws or regulatory requirements;
- (b) implement minor or emergency technical adjustments, for example to address a security threat;
- (c) alter or improve the presentation of the user interface, or increase functionality;
- (d) implement other minor changes which would not reasonably be likely to cause you a material detriment in your use of the Pay-Per-View Ticket or which we reasonably believe to be for the benefit of users.

5.2 We may update the underlying software relating to Pay-Per-View Tickets or require you to implement updates from time to time to use your Pay-Per-View Ticket. For example, as time goes on you may need to ensure your system remains compatible with technical requirements (see section 3).

5.3 If any change to these Terms and Conditions or changes carried out in accordance with them is found invalid, void or for any reason unenforceable, only that change will be disregarded and it will not affect the validity and enforceability of any remaining changes or Terms.

## 6. Payment, Cancellation and Refunds

6.1 You must pay the applicable fees for the Pay-Per-View Ticket. The fee is inclusive of VAT.

6.2 The Club does not accept any responsibility for payments which are not received by us or accepted by your bank or payment card provider, other than where directly due to our fault.

6.3 By submitting your order, you have opted to receive your Pay-Per-View Ticket benefits immediately and you will not therefore be entitled to cancel the contract or have any fourteen (14) day 'cooling off' period in law, nor receive a refund of the fee. This does not affect any other rights you may have at law.

6.4 All live video or audio technical issues must be emailed to [support email address] during the Relevant Home League Match. Refunds will only be offered if you have proved to use our troubleshooting advice and support. If you do not take the time to troubleshoot or ignore emails and only request a refund without trying to fix the issue with our support team no refund will be issued.



## **7. Disclaimers and Liability**

**7.1** Neither the Club nor any of its staff or other representatives will be responsible or liable to you for any loss, damage, or inability to access and/or use the Pay-Per-View Ticket which:

- (a)** is due to any use you make of the Pay-Per-View Ticket, other than that we permit under this contract;
- (b)** is due to events outside our reasonable control. For example (and amongst other things) fire, floods, severe weather, terrorist activity, epidemic or pandemic, government regulation or civil disruption;
- (c)** is due to incompatibility of your devices or systems with the compatibility and technical requirements (see Section 3 above, including as may be later modified);
- (d)** is caused by viruses or other harmful data not caused by or attributable to an error or problem with Pay-Per-View Tickets or the relevant Club Digital Media;
- (e)** is caused by your failure to follow any reasonable, clear and easy to follow instructions we have made known to you relating to your use of your Pay-Per-View Ticket;
- (f)** concerns loss or damage:
  - (i)** which is not a foreseeable result of our breach of these Terms and Conditions (though we will be responsible for loss or damage which is foreseeable). Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time we enter this contract, both you and we knew it might happen; or
  - (ii)** relating to any business, including (amongst other things) loss of profits, loss of business, loss of opportunity and/or business interruption. Pay-Per-View Tickets are made available for private and domestic purposes only.

**7.2** The Club does not limit or exclude our liability for death or personal injury resulting from our negligence; fraud; or for breach of your mandatory legal rights (for example, including our liability in UK consumer contract law if Pay-Per-View Ticket digital content is not of satisfactory quality, fit for purpose, in compliance with its description or we are found to not have rights to provide such content). You should seek your own legal advice in relation to any such rights at law.

## **8. Termination**

**8.1** The Club may terminate any Pay-Per-View Ticket (and the right for you to view any Relevant Home League Match via the Club Digital Media), at any time, if:

- (a)** you do not make payment to us when it is due (or such payment has failed or been refused by your payment service provider);
- (b)** we are unable to verify or authenticate any information you have provided to us, including your location in the Territory when using any Pay-Per-View Ticket, where we reasonably need to do so (or information you have provided is incomplete or may be incorrect) and you do not, within a reasonable time of us asking for it, provide us with the required information that is necessary for us to make the Pay-Per-View Ticket available to you or where your location appears not to be aligned with any Pay-Per-View Ticket supplied to you and/or any Pay-Per-View Ticket supplied to you appears to be being used other than in the Territory;
- (c)** by reason of changes in the regulatory context in which the relevant League Match will be played we are no longer permitted to deliver live content in the territory by Pay-Per-View;
- (d)** we have reasonable grounds to believe you have and/or will committed/commit a material breach of this contract; and/or
- (e)** we have reasonable grounds to believe you are or have been using a VPN or device or arrangement having like or similar effect, when using any Pay-Per-View Ticket,

and, in each case, no refund will be provided.

## 9. General

- 9.1 Any notices sent by the Club will be sent to the email address you supply during the registration process. Any notices you send to us must be sent by email to [email address]. Notices will be deemed to have been delivered, subject to being correctly addressed, at the time and date of sending of the email, which time and date are specified in the email.
- 9.2 If the Club fails or delays to exercise or enforce any right we have under this contract, such failure or delay will not be deemed to be a waiver of that right nor will it prevent us from exercising or enforcing that same or similar right on a later occasion.
- 9.3 This agreement is between the Club and you. No-one else will have any rights to enforce its terms. You may not assign or transfer your rights and obligations under this contract to anyone else nor may you provide to anyone else any username and/or password required to access and use any Pay-Per-View Ticket.
- 9.4 The Club may transfer our rights and obligations under this agreement to another organisation. We will endeavour let you know if this happens and will take reasonable steps to ensure that the transfer does not affect your rights under this contract.
- 9.5 This contract shall be governed by, and interpreted exclusively in accordance with, Scottish law. Each party irrevocably agrees that the Courts of Scotland shall have non-exclusive jurisdiction to hear and determine any suit, action or proceedings and to settle any disputes which may arise out of or in connection with this contract and for such purposes irrevocably submits to the jurisdiction of the Courts of Scotland.

## 10. Complaints

- 10.1 If you have any questions or complaints about your Pay-Per-View Ticket, please contact us at [support email address].
- 10.2 The Club will endeavour to respond to any complaint within 7 working days of receipt of such communication. If it is not possible to provide a full response to the issue raised within that time, an acknowledgement will be sent, and we will use reasonable endeavours to send a detailed reply within 14 working days of receipt of the original communication.
- 10.3 The Club will attempt to resolve all justifiable complaints within 28 working days. If, however, this cannot be done, we will keep you updated on the progress of the complaint.
- 10.4 If you are having technical issues and require a refund please ensure that you have notified us of a problem to [support email address] with details of the problem, screenshots and information about the devices and browsers you are using.”

### Notes for Pay-Per-View (do not include in published terms and conditions)

The paragraph numbers below correspond to the provisions of the Ts&Cs for the supply of Pay-Per-View Tickets above.

- 2.4(a) Club to determine and insert minimum age of subscriber. This should be no less than 16 but note that 18 is minimum age for credit card transactions.
- 2.4(c) Here insert hyperlink to relevant part of club website.
- 3.1&4.1(e) Will your Club use a username and password or purchase code system for the sale of Pay-Per-View Tickets, or some other system. In your Pay-Per-View Terms and Conditions the relevant system must be selected and identified.
- 3.5 to 3.7 These specifications **must** be checked with your streaming services provider and adjusted as necessary.
- There are a number of places where email addresses must be inserted plus Data Protection provisions to coincide with your other data collection and retention arrangements.

**I22A.6** Clubs may only begin to sell Pay-Per-View Tickets and provide Match coverage for Other Transmission by broadband and on mobile platforms when authorised in writing so to do by the Company and must utilise the Pay-Per-View Terms and Conditions set out in Rule I22A.5 above to comprise the contract between the relevant Club and the relevant individual purchaser and between each PPV User and the Club.

**I22A.7** Coverage of such League Matches as are broadcast live by broadcast partners of the Company and such additional League Matches as the Board may determine should be produced on a live basis for the Company, comprising audio-visual material and/or Signal, may be licensed to be supplied by or on behalf of the Company to the Clubs by such means as may from time to time be notified by the Company to Clubs. In the case of material produced by broadcast partners of the Company, such coverage will likely be in 'outside broadcast format' with audio commentary, and may include the on-screen graphics of the League, all of which comprises Company proprietary material. Where the production and transmission of such coverage is undertaken by contractors which are not broadcast partners of the Company, but are engaged by the Company, there is unlikely to be any audio match commentary nor is such coverage likely to be in 'outside broadcast format', but the material supplied may include League on-screen graphics. Under no circumstances may the audio-visual material and/or Signal supplied (all of which will comprise Match coverage, the intellectual property in which and in any on-screen graphics, belongs wholly and exclusively to the Company) to Clubs and/or to their respective streaming services providers, be altered, adjusted, amended, re-broadcast, re-transmitted or sub-licensed, in any way except by Club Virtual Element or Pay-Per-View Ticket, nor may it be recorded, except by or on behalf of Clubs for their own internal use, all except with the prior written agreement of the Company. Nor may the Company's on-screen graphics, if supplied by or on behalf of the Company to a Club along with such Match coverage comprising audio-visual material and/or Signal, be deleted, altered, adjusted or obscured by or on behalf of a Club or by any of their respective streaming services providers.

**I22A.8** All sales or other supplies, by or on behalf of Members, of Club Virtual Elements and Pay-Per-View Tickets shall;

- (i) only be to individual subscribers/purchasers in the Territory;
- (ii) in the case of Pay-Per-View Tickets, be only for single League Match Pay-Per-View Tickets, i.e. no multi-match bundling, be at a price for each individual League Match as determined by the Club selling the ticket and not be 'free of charge'; and
- (iii) be only on a non-aggregated basis, i.e. that Clubs must not:
  - (a) work together with a broadcaster, pay TV operator or mobile operator, other than Sky, in the Territory, to exploit such rights;

- (b) may not bundle such rights with any other offered broadcast products or services; and
- (c) not offer or supply any other product or service along with or as part of the offering to purchasers of a Pay-Per-View Ticket and not be offered and/or supplied along with or as a component of any other product, service or offering whether by the Club concerned or by a third party.

**I22A.9** Where a Club shall be involved in the broadcasting and/or transmitting by means of Other Transmission in the British Isles of moving images of all or any part of League Match coverage, comprising audio-visual material and/or Signal pursuant to a Club Virtual Element and/or a Pay-Per-View Ticket, it shall procure:

- (i) including by use of legal proceedings, including, but not exclusively, against the owners and operators of Commercial Premises, where moving images of all or any part of League Match coverage, comprising audio-visual material and/or Signal pursuant to a Club Virtual Element and/or a Pay-Per-View Ticket are received and viewed in circumstances where same is not permitted by Terms and Conditions at Rule I22A.3 and/or the PPV Terms and Conditions at Rule I22A.5 respectively, at its own instance;
- (ii) the implement and enforcement of the Terms and Conditions at Rule I22A.3 and/or the PPV Terms and Conditions at Rule I22A.5 respectively;
- (iii) shall use its best endeavours to procure, except with the prior written agreement of the Company, that no re-broadcasting and/or re-transmission of such moving images and coverage, which is or would be prohibited by these Rules and/or the Terms and Conditions at Rule I22A.3 and/or the PPV Terms and Conditions at Rule I22A.5 respectively, shall take place by any means by or to any person or party within, to or which shall be capable of being received in, the British Isles; and
- (iv) that all live match footage accessible via any Other Transmission by or on its behalf, is encrypted and protected using industry standard geo-blocking and digital rights management software (of no less a standard than utilised by Sky in respect of its digital services containing live match footage) and that access to such Other Transmission is 'gated' behind a secure username/password, with concurrency limited to 1 device at any given time.

**I22B** Notwithstanding Rule I14, together with any other Rule which shall otherwise prevent or restrict Clubs from exploiting, by Other Transmission, live moving images of play in League Matches in which it is a participant and subject that each Club must comply with any restrictions comprised in a Commercial Contract, which relates to or concerns the matters to which this Rule I22B relates, Clubs are permitted, unless the Board directs otherwise, either generally or for specific League Matches, in respect of any League Match which is being Transmitted/ broadcast/Other Transmitted, live by a broadcast partner of the Company under and in terms of a Commercial Contract, to 're-tweet', on such Club's own 'Twitter account' only, in the

British Isles only, and in no other place and on no other form of social media, broadcast platform, Other Transmission and on no other basis or place whatsoever, all before the expiry of any relevant holdback, any 'tweets' caused to be broadcast on the twitter account of and by such broadcast partner of the Company under and in terms of a Commercial Contract, notwithstanding that such 'tweet' so caused to be broadcast by such broadcast partner and 're-tweeted' by the relevant Club, may include or incorporate live audio-visual coverage showing moving images of play in such League Matches in which the relevant Club is a participant.

#### **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. In respect of SPFL Premiership fixtures, 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

**152** 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 142 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.

**153** Wherever the term “**moving pictures**” is used it means moving pictures with or without sound.

**154** 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 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 and Alternate Director, whether he or she is acting for the L1 & L2 Director in his or her absence or otherwise, 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 and Alternate Director of the Company and no Director and Alternate Director, whether he or she is acting for the L1 & L2 Director in his or her absence or otherwise, shall use such Confidential Information for his or her own purposes nor for any purposes other than those of the Company.
- K2** Each Club, Director and Alternate Director whether he or she is acting for the L1 & L2 Director in his or her absence or otherwise, shall not, after ceasing, as the case may be, to be a member of the Company or Director or Alternate 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 and Alternate Director whether he or she is acting for the L1 & L2 Director in his or her absence or otherwise, shall, without prejudice to any and all other duties and obligations thereby arising, on his or her being appointed a Director and Alternate Director be deemed to have accepted to be bound by the whole terms of the Articles, the Rules and the Regulations in general and Rules K1 and K2 in particular.

### **Scottish FA Congress**

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

### Part A, Outturn position of Premiership Division at end of Season 2019/2020 as provided in Rule C7A and Rule C53

Season 2019/2020 - Premiership - Points per Game						
League Position			Games played	Points	Goal Difference	Points or Points / Game
1	1	Celtic <sup>9 10 11</sup>	30	80	70	2.6667
2	2	Rangers <sup>12</sup>	29	67	45	2.3103
3	3	Motherwell <sup>13</sup>	30	46	3	1.5333
4	4	Aberdeen <sup>14</sup>	30	45	4	1.5000
5	5	Livingston	30	39	2	1.3000
6	6	St. Johnstone	29	36	-18	1.2414
7	7	Hibernian	30	37	-7	1.2333
8	8	Kilmarnock	30	33	-10	1.1000
9	9	St. Mirren	30	29	-17	0.9667
10	10	Ross County	30	29	-31	0.9667
11	11	Hamilton Academical	30	27	-20	0.9000
12	12	Heart of Midlothian <sup>15</sup>	30	23	-21	0.7667

### Part B, Outturn position of Championship, League One and League Two Divisions at end of Season 2019/2020 as provided in Rule C7A and Rule C53

Season 2019/2020 - Championship - Points per Game   13 March 2020						
League Position			Games played	Points	Goal Difference	Points / Game
13	1	Dundee United <sup>16 17</sup>	28	59	30	2.1071
14	2	Inverness CT	27	45	7	1.6667
15	3	Dundee	27	41	1	1.5185
16	4	Ayr United	27	40	3	1.4815
17	5	Arbroath	26	36	-2	1.3846
18	6	Dunfermline Athletic	28	37	5	1.3214
19	7	Greenock Morton	28	36	-7	1.2857
20	8	Alloa Athletic	28	31	-10	1.1071
21	9	Queen of the South	28	28	-12	1.0000
22	10	Partick Thistle <sup>18</sup>	27	26	-15	0.9630

<sup>9</sup> Champion Club of the League for Season 2019/2020

<sup>10</sup> Champion Club of the Premiership Division for Season 2019/2020

<sup>11</sup> To be nominated to participate in the UEFA Champions League in Season 2020/2021

<sup>12</sup> To be nominated to participate in the UEFA Europa League in Season 2020/2021

<sup>13</sup> To be nominated to participate in the UEFA Europa League in Season 2020/2021

<sup>14</sup> To be nominated to participate in the UEFA Europa League in Season 2020/2021

<sup>15</sup> To be relegated to participate in the Championship Division in Season 2020/2021

<sup>16</sup> Champion Club of the Championship Division for Season 2019/2020

<sup>17</sup> To be promoted to participate in the Premiership Division in Season 2020/2021

<sup>18</sup> To be relegated to participate in the League One Division in Season 2020/2021

Season 2019/2020 - League One - Points per Game   13 March 2020						
League Position			Games played	Points	Goal Difference	Points / Game
23	1	Raith Rovers <sup>19</sup> <sup>20</sup>	28	53	16	1.8929
24	2	Falkirk	28	52	36	1.8571
25	3	Airdrie	28	48	11	1.7143
26	4	Montrose	28	47	10	1.6786
27	5	East Fife	28	45	8	1.6071
28	6	Dumbarton	28	38	-9	1.3571
29	7	Clyde	28	34	-8	1.2143
30	8	Peterhead	27	26	-14	0.9630
31	9	Forfar Athletic	28	24	-21	0.8571
32	10	Stranraer <sup>21</sup>	27	16	-29	0.5926

Season 2019/2020 - League Two - Points per Game   13 March 2020						
League Position			Games played	Points	Goal Difference	Points / Game
33	1	Cove Rangers <sup>22</sup> <sup>23</sup>	28	68	42	2.4286
34	2	Edinburgh C	27	55	21	2.0370
35	3	Elgin City	28	43	14	1.5357
36	4	Cowdenbeath	27	41	2	1.5185
37	5	Queen's Park	28	40	2	1.4286
38	6	Stirling Albion	28	36	-1	1.2857
39	7	Annan Athletic	27	31	-21	1.1481
40	8	Stenhousemuir	28	29	-16	1.0357
41	9	Albion Rovers	26	24	-14	0.9231
42	10	Brechin City	27	17	-29	0.6296

<sup>19</sup> Champion Club of the League One Division for Season 2019/2020

<sup>20</sup> To be promoted to participate in the Championship Division in Season 2020/2021

<sup>21</sup> To be relegated to participate in the League Two Division in Season 2020/2021

<sup>22</sup> Champion Club of the League Two Division for Season 2019/2020

<sup>23</sup> To be promoted to participate in the League One Division in Season 2020/2021

## Part C, Composition of Divisions for Season 2020/2021

### Premiership

Aberdeen FC  
Celtic FC  
Dundee United FC  
Hamilton Academical FC  
Hibernian FC  
Kilmarnock FC  
Livingston FC  
Motherwell FC  
Rangers FC  
Ross County FC  
St. Johnstone FC  
St. Mirren FC

### Championship

Alloa Athletic FC  
Arbroath FC  
Ayr United FC  
Dundee FC  
Dunfermline Athletic FC  
Greenock Morton FC  
Heart of Midlothian FC  
Inverness Caledonian Thistle FC  
Queen of the South FC  
Raith Rovers FC

### League One

Airdrieonians FC  
Clyde FC  
Cove Rangers FC  
Dumbarton FC  
East Fife FC  
Falkirk FC  
Forfar Athletic FC  
Montrose FC  
Partick Thistle FC  
Peterhead FC

### League Two

Albion Rovers FC  
Annan Athletic FC  
Brechin City FC  
Cowdenbeath FC  
Edinburgh City FC  
Elgin City FC  
Queen's Park FC  
Stenhousemuir FC  
Stirling Albion FC  
Stranraer FC

## **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 Match Information

Club Official's Signature \_\_\_\_\_

Match Official's Signature \_\_\_\_\_

Competition - \_\_\_\_\_

Match Official \_\_\_\_\_

Home Team \_\_\_\_\_

Away Team \_\_\_\_\_

Venue \_\_\_\_\_

Date \_\_\_\_\_

Kick-off \_\_\_\_\_

Team Information for - \_\_\_\_\_

Half Time \_\_\_\_\_

Full Time \_\_\_\_\_

Extra Time \_\_\_\_\_

Penalties \_\_\_\_\_

	No.	First Name	Last Name	Capt. (✓)	D.O.B.	Scorer Time(s)	(Cup only) Penalty Kicks	Sub Out (✓)	Sub In (✓)	Time
Goalkeeper										
Start										
Start										
Start										
Start										
Start										
Start										
Start										
Start										
Start										
Start										
Start										
Sub										
Sub										
Sub										
Sub										
Sub										
Sub										
Sub										
Sub										

#### Technical Area (Six individuals permitted in addition to the club doctor and substitutes)

	Name	Designation
1		
2		
3		
4		
5		
6		
7		Club Doctor

#### Additional Technical Area (Eight individuals permitted)

	Name	Designation
1		
2		
3		
4		
5		
6		
7		
8		

#### TO COACH:

- Copy to Referee 75mins prior to kick-off.
- Copy to Opposing Team.
- Copy to be retained.

#### TO REFEREE:

- Copy to be emailed to teamlines@spfl.co.uk within 2 hours of the final whistle

Please retain copy for one year



# The Scottish Professional Football League – Match Information



Competition

Home Team  v  Away Team  Venue  Date  Kick-off

Team Information for  Half Time  Full Time  Extra Time  Penalties

	No.	First Name	Last Name	Capt. (✓)	D.O.B.	Scorer Time(s)	(Cup only) Penalty Kicks	Sub Out (✓)	Sub In (✓)	Time
Goalkeeper										
Start										
Start										
Start										
Start										
Start										
Start										
Start										
Start										
Start										
Start										
Sub										
Sub										
Sub										
Sub										
Sub										
Sub										
Sub										
Sub										

### Technical Area (Six individuals permitted in addition to the club doctor and substitutes)

	Name	Designation
1		
2		
3		
4		
5		
6		
7		Club Doctor

Club Official   
Signature

Match Official   
Signature

#### TO COACH:

- Copy to Referee 75mins prior to kick-off;
- Copy to Opposing Team.
- Copy to be retained.

#### TO REFEREE:

- Copy to be emailed to [teamlines@spfl.co.uk](mailto:teamlines@spfl.co.uk) within 2 hours of the final whistle
- Please retain copy for one year

## **Annexes**

### **These Regulations are not part of the Rules but are referred to in the Articles and Rules and 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 77 to 83 (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 Temporary Transfer, 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.

### **Temporary Transfers**

#### **General Provisions**

- 53 The transfer of a Player, where at the end of the term or other termination of the temporary transfer the Player returns to and becomes Scottish FA Registered and League Registered with his transferor Club, and the transferee Club is, during the term of the temporary transfer, not entitled to transfer the Player to a third party without the written authorisation of the transferor Club (a “**Temporary Transfer**”) shall be permitted internationally in accordance with the relevant regulations of FIFA in force from time to time and from and to other Clubs and/or Football clubs in membership of any other league in Scotland, providing:
- (i) the rules of such other league(s) so permit;
  - (ii) such other league(s) as have been approved by the Board for the purpose of Temporary Transfers from and to Clubs in the/those League(s); and
  - (iii) such Temporary Transfers are undertaken in accordance with these Regulations.
- 54 As at 20 July 2020, the ‘other leagues’ approved by the Board for the purposes of Regulation 53(ii) are the:
- (i) Scottish Highland Football League;

- (ii) Scottish Lowland Football League;
- (iii) South of Scotland Football League;
- (iv) East of Scotland Football League; and
- (v) West of Scotland Football League; and
- (vi) leagues operated under the jurisdiction of The Scottish Junior Football Association.

**Term of Temporary Transfers and Written Agreement(s)**

**55** Except for Emergency Temporary Transfers in accordance with Regulation 62, the term of a Temporary Transfer of a Player with a Club must:

- (i) be specified in the written agreement(s) required by Regulation 56;
- (ii) commence in a Registration Period which is a different and earlier Period than the Registration Period referred to in Regulation 55(iii);
- (iii) be at least until the first day of the immediately succeeding Registration Period; and
- (iv) the date of expiry of the term of the Temporary Transfer must fall within a Registration Period.

**56** The full terms and conditions of a Temporary Transfer and/or an Emergency Temporary Transfer, including all financial terms, as between:

- (i) the transferor and transferee Club(s) and/or any Football club with an interest in the Temporary Transfer or Emergency Temporary Transfer; and
- (ii) the transferor and transferee Club(s) and/or any Football club with an interest in the Temporary Transfer or Emergency Temporary Transfer and the Player who is to be the subject of the Temporary Transfer or Emergency Temporary Transfer,

must be set out in a written agreement or agreements, including in a Contract of Service or variation to a Contract of Service if variations to a Player's terms and conditions of employment are to be affected. All of such agreement(s), including any Contract of Service or variation thereof, must be Communicated to the Scottish FA by the Clubs concerned prior to the commencement of the term of the Temporary Transfer or Emergency Temporary Transfer. If a Player who is the subject of a Temporary Transfer is to be liable to be recalled to his Transferor Club, in terms of Regulation 61, during the term of his Temporary Transfer, then provision to such effect must be included in such Agreement(s).

## Restrictions on Temporary Transfers<sup>1</sup>

- 57** Subject to Regulation 60, a Club shall not, at any one time, have more than:-
- (i)** two Players League Registered with it on the basis of a Temporary Transfer from any one other Club for the time being eligible to participate in the same Division as itself;
  - (ii)** four Players League Registered with it on the basis of Temporary Transfers from any one other Club for the time being eligible to participate in another Division from itself; and
  - (iii)** in aggregate, including Players falling within Regulations 57(i) and 57(ii), six Players League Registered with it on the basis of Temporary Transfers from Clubs and Scottish Football clubs.
- 58** Subject to Regulations 60, in the event that a transferee Club shall have more Players League Registered with it on the basis of Temporary Transfers than is permitted by Regulation 57, then, without prejudice to any action or proceedings as may be brought against such Club for breach of and/or failure to fulfil the relevant Rules and Regulations, the League Registration(s) of the Player(s) most recently League Registered with it on the basis of Temporary Transfers, except for any such Players so Registered in terms of Regulations 60 and/or 61, shall immediately terminate and be cancelled such that there shall be the number of Players from Clubs and other Scottish Football clubs League Registered with the relevant transferee Club on the basis of Temporary Transfers as shall be permitted by each of Regulations 57(i), 57(ii) and 57(iii).
- 59** It is the individual responsibility of each Club to ensure that it does not exceed the number of Players which may be League Registered with it on the basis of Temporary Transfers at any one time, than is permitted by each of Regulations 57(i), 57(ii) and 57(iii). Any Player whose League Registration with a transferee Club is terminated in accordance with Regulation 58 shall be dealt with in accordance with Regulation 65. Until such a Player's League Registration shall revert to his transferor Club or his Registration reverts to a Scottish Football club in accordance with Regulation 65 or, if earlier, the Player shall become Registered with another Club or registered with a Football club, the Player shall be entitled to continue to be remunerated on the basis and in the amounts agreed by the Club(s) and/or Football club which agreed to remunerate him in terms of the written agreement(s) entered into and setting out the terms of the terminated and cancelled Temporary Transfer as if he had continued to be the subject of the Temporary Transfer during the period from the date of termination of his Temporary Transfer until the date when his Registration reverts to his transferor Club or he is Registered/registered to a Football club in accordance with Regulation 65. Any dispute as to the amount payable to such a Player during

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<sup>1</sup> Note: These provisions have been amended by the SPFL Board for Season 20/21 only following a recommendation from the Regulation Sub-Group of the SPFL/Scottish FA Joint Response Group. The Regulations will be reviewed by the SPFL Board in advance of Season 21/22. Clubs should take this note into account before committing to a Temporary Transfer beyond the end of Season 2020/21

such period and/or by when and by which Club(s) and/or Football club it shall be payable and/or paid shall be determined by the Board as an Adjudication.

### **International Temporary Transfers**

- 60** 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 and/or over any period of time on the basis of a Temporary Transfer(s) where such Temporary Transfer(s) has/have required, in order to take place, the issue of an International Transfer Certificate(s) or its equivalent, in terms of the FIFA Regulations for the Status and Transfer of Players for the time being in force or any amending or replacement Regulations promulgated by FIFA or its successor. All such Players, for whom such certificate(s) were so required in order to be Temporarily Transferred, shall not be counted for the purposes of any of the limits, in particular, but without prejudice to the forgoing generality, the limits specified in Regulation 57, provided for in these Regulations on the numbers of Players who may be Scottish FA Registered and/or League Registered with a Club on the basis of a Temporary Transfer(s) at any time or over any period of time and/or who may not be eligible to Play in an Official Match by reason of the number of Players from time to time Scottish FA Registered and/or League Registered with a Club on the basis of Temporary Transfers.

### **Recall of Goalkeepers on Temporary Transfers and Emergency Temporary Transfers**

- 61** The Board may on cause shown, at any time, on such conditions and for a period of not more than seven days from the date of a Recall (as defined below) approve the Recall of a recognised goalkeeper by and to his transferor Club and direct that such a recalled Player shall be League Registered to his transferor Club during the period of such a Recall. In order for a Player who is a recognised goalkeeper to be liable to be so recalled, express provision for recall of the Player concerned must be included in the written agreements required by Regulation 56. Recall of such a Player is subject to the condition that he shall only Play in Official Matches as a goalkeeper (a “**Recall**”). A transferor Club may apply in writing to the Secretary for an extension of a Recall for periods of not more than seven days on such number of occasions as it shall consider necessary. During the period of a Recall the Recalled Player is not League Registered for the transferee Club, is therefore not eligible to Play in an Official Match for the transferee Club and shall not Play against the transferee Club in an Official Match. A Recalled Player shall not count towards the permitted numbers of Temporarily Transferred Players of either the transferor or transferee Club provided by Regulation 57.

### **Temporary and Permanent Transfers**

- 62** The Board may on cause shown, at any time, on such conditions and for a period of not more than seven days, approve the Emergency Temporary Transfer of a recognised goalkeeper only (“**Emergency Temporary Transfer**”). A Club seeking to Register a Player on an Emergency Temporary Transfer may apply in writing to the Secretary for an extension of an Emergency Temporary Transfer for periods of not more than seven days on such number of occasions as it shall consider necessary. An

Emergency Temporary Transfer shall not count towards the permitted numbers of Temporarily Transferred Players of either the transferor or transferee Club provided by Regulation 57 and a Player who is the subject of an Emergency Temporary Transfer must not during the period of such Emergency Temporary Transfer Play other than as a goalkeeper.

- 63** In the event that a Temporarily Transferred Player becomes permanently transferred to the transferee Club it shall forthwith Communicate same, with all requisite documents, to the Scottish FA; and the Player concerned shall forthwith cease to be a Temporarily Transferred Player and shall cease to be liable to revert to his transferor Club on the termination or expiry of the term of his Temporary Transfer, if a goalkeeper, shall cease to be liable to be Recalled in terms of Regulation 61 and shall cease to be counted for the transferee Club for any purposes in terms of Regulation 57.

#### **Void Agreements as Regards Against Which Clubs a Temporarily Transferred Player may Play**

- 64** Other than as expressly provided for in the Rules and in these Regulations, it shall not be permitted to stipulate, agree or reach an understanding when or against which Club or Scottish Football club, a Player Temporarily Transferred may or may not Play, any such stipulation, agreement or understanding shall be void and of no effect and any Club which is party to any such stipulation, agreement or understanding, no matter how formally or informally constituted, shall be in breach of these Regulations.

#### **Prohibition on Playing Against Transferor Club**

- 65** During the term of a Temporary Transfer the Player concerned shall not Play for his transferee Club against his transferor Club in:

- (i)** a League Match;
- (ii)** a Play-Off Match;
- (iii)** a Scottish Professional Football League Cup Match;
- (iv)** a Scottish Professional Football League Challenge Cup Match; and
- (v)** a Scottish Cup Match; and

during the term of a Temporary Transfer or during a Recall, the Player concerned shall not Play for his transferor Club in a Match in the Reserve League or in any Reserve Cup Match against his transferee Club or for his transferor Club in any Match involving an age limited team of his transferee Club.

#### **Expiry of term of or other Termination of Temporary Transfer**

- 66** On the expiry of the term or other termination of a Temporary Transfer, the Registration of the Player concerned shall revert to his transferor Club or, as the case may be, his Football club:



- (i) where such expiry or termination occurs outside of a Registration Period, on the first day of the next succeeding Registration Period; or
- (ii) where such expiry or termination occurs during a Registration Period, on the date of such expiry or termination.

**Extension Provision for Clubs Entitled to Participate in the Championship, League 1 or League 2.<sup>2</sup>**

- 67** Notwithstanding Regulations 55(ii) and 55(iii), Clubs, for the time being entitled to participate in the Championship, League 1 or in League 2, shall, subject to the conditions set out in Regulation 68, be entitled to Scottish FA Register and League Register a Player on the basis of a Temporary Transfer, during October and February in Season 20/21.
- 68** The conditions applicable to a Temporary Transfer proceeding under and in terms of Regulation 67 are:
- (i) all of the other provisions of these Regulations relating to Temporary Transfers, in particular, but without prejudice to the forgoing generality, Regulation 57, must be fully complied with;
  - (ii) the term of a Temporary Transfer beginning in either of the periods specified in Regulation 67 must not terminate earlier than the first day of the first Registration Period following the date of commencement of the Temporary Transfer of the Player and the date of expiry of the term of the Temporary Transfer must fall within a Registration Period; and
  - (iii) in the event that, during the course of a Season and during the term(s) of subsisting Temporary Transfers undertaken in terms of Regulations 67 and 68, by reason of and/or connected with intervention by football regulatory authorities the Board considers it necessary to prematurely terminate the extension arrangements for Championship and/or League 1 and/or League 2 Clubs provided for in these Regulations 67 and 68 and/or to terminate any Temporary Transfer permitted by Regulations 67 and 68 the League and/or Company shall suffer no claims or liabilities by or from any Clubs and/or Players which/who are or were parties to any such Temporary Transfer(s) and any and all such Clubs and/or Players waive and forever discharge any and all claims that each and/or any of them may in the future have against the League and/or Company as a consequence of, resulting from or in connection with, such premature termination of such Temporary Transfer(s) and/or any Registrations resulting therefrom or connected with same. and any transferor and transferee Club(s) and Scottish Football club concerned shall hold harmless and indemnify the League and Company in any claims which may in

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<sup>2</sup> Note: These provisions have been amended by the SPFL Board for Season 20/21 only following a recommendation from the Regulation Sub-Group of the SPFL/Scottish FA Joint Response Group. The Regulations will be reviewed by the SPFL Board in advance of Season 21/22. Clubs should take this note into account before committing to a Temporary Transfer beyond the end of Season 2020/21.

such circumstances be made against one or other or both of the League and/or Company.

### **Temporary Transfers and the Reserve and Development Leagues**

- 69** Where there is a Temporary Transfer, the Player concerned shall, in addition to his eligibility to play in Official Matches for the Club with which he is League Registered, provided he is otherwise eligible to Play in terms of the relevant Competition Regulations and except in matches against his transferee Club, be eligible to Play for his transferor Club in the Scottish Professional Football League Challenge Cup, Reserve League, Reserve Cup and Reserve Challenge Cup.
- 70** Notwithstanding his eligibility to Play in Scottish Professional Football League Challenge Cup Matches, Reserve League Matches, Reserve Cup Matches and Reserve Challenge Cup Matches for his transferor Club in terms of Regulation 69, a Player who is the subject of a Temporary Transfer or a Recall of Temporary Transfer shall not enter the field of play for different Club(s) or Scottish Football clubs in Official Matches, or other matches which are part of organised Football, taking place without at least one clear day between Official Matches.
- 71** In the event that the transferor Club or Scottish Football club of a Player who is the subject of a Temporary Transfer, has a match in the Scottish Professional Football League Challenge Cup, the Reserve League, the Reserve Cup or the Reserve Challenge Cup for which he would otherwise be selected to Play, and the transferee Club or Scottish Football club of that Player has an Official Match or other match, which is part of organised Football, scheduled to take place within one clear day of such match for which he would otherwise be selected to Play for his transferor Club or Scottish Football club then, unless the transferee Club agrees or has agreed otherwise in writing; the transferee Club will have selection priority of the Player for its relevant match.

### **Trialists**

- 72.** 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.
- 73.** Not more than two Trialists may Play for a Club in any one Official Match in which Trialists are eligible to Play.
- 74.** 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.
- 75.** 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.

- 76.** 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**

- 77.** 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.
- 78.** 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.
- 79.** 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.
- 80.** 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.

- 81.** 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.
- 82.** 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.
- 83.** 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 and club**", means the Club/club on and at 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 is drawn first;
- 1.5.4** "**Matches**" means matches and ties played or to be played in the Competition;
- 1.5.5** "**Match Ground**" means (a) the Home Club's Registered Ground and, in the case of clubs, Registered Ground means the ground/stadia at which the relevant club at the time of relevant Match ordinarily plays first team matches in the league of which it is a member; or (b) such other ground and/or stadia for which the Home Club or club obtains the approval of the Board to play Home Matches, subject that the Board may give such approval to a ground and/or stadia without application by the Home Club and require that any Match be played at such approved ground and/or stadia if and when it considers it appropriate so to do, if the basis for such additional approval given or imposed by the Board concerns the safety or suitability of the Registered Ground of the Home Club for Competition Matches; approval of which other grounds and/or stadia i.e. other than the Home Club's Registered Ground if sought by a Club or club, must be applied for in writing to the Company not less than seven days in advance of a Match;

- 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** “**Regulations**” means the Regulations of the Scottish Professional Football League, as amended from time to time;
- 1.5.8** “**Rules**” means the rules of the Scottish Professional Football League, as amended from time to time;
- 1.5.9** “**Visiting Club and club**”, means the Club/club which should play or should have played any Match on and at the ground of the Home Club or club and where ground sharing is in operation or the Match is to be played or is played at a neutral venue, the Club or club whose name is drawn 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 respect of the Semi-Finals and Final and pursuant to Regulations 4.19, 10.7 and 10.8, the Board shall have full power to determine the venue, ticket pricing and number of tickets to be allocated to each participating Club/club.
- 3.3** 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.
- 3.4** Where the Board considers it appropriate the Board may, in its sole discretion, for any one or more Seasons or during a Season and/or during or for the operation of any one or more rounds of the Competition during a Season, modify, supplement or otherwise vary the provisions in these Regulations relating to or concerning the structure, organisation and/or operation of the Competition and may by written notice to Clubs and clubs with an interest in same notify to Clubs and clubs any such modification, supplement or other variation.

## **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 clubs, Players and Match Officials 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. The Board may, if it considers appropriate in any Season or Seasons, alter/vary whether any of the classes of participant Clubs or clubs identified in this Regulation shall be invited to and shall participate in the Competition in any one or more Seasons and to make such changes to the rounds of the Competition and the balloting for such rounds as it shall consider appropriate. If the structure and/or participants in rounds and/or categories or numbers of participants in the Competition and/or rounds of the Competition shall be altered by the Board then the Board will give written notice of such change(s) to all Clubs and any other person or club with an interest in knowing such changes.

### **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. Each Group Match shall be played at the Match Ground of the Home Club.

**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 criterion 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 criterion 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 criterion 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 Match 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 or clubs will play a single Match at the Match 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 five 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 sixth in total, during such period of Extra Time. A Player who has been substituted may not Play in that Match again. Regulation 6.10 shall not apply to substitutions made during or in the break period after full-time and immediately prior to Extra Time.

- 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 twenty 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, each of whom must be eligible to Play for the Club/club in the Match, 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 Information Form**”) is injured or otherwise incapacitated after the delivery of that Match Information Form to the Match referee but before the scheduled kick-off time, the Club/club may add the name of another Player, eligible to Play for the Club/club in the Match, to the Match Information 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 eleven they may only be replaced by any of the nine substitutes listed on the initial Match Information Form. The substitute in question may only then be replaced, prior to the Match commencing, by a Player eligible to Play in the Match for the relevant Club/club, not listed on the initial Match Information 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 nine substitutes, they may only be replaced by a Player eligible to Play in the Match for the relevant Club/club, not listed on the initial Match Information Form; and
  - 6.6.4** if the Player in question is a goalkeeper and no substitute goalkeeper has been named on the initial Match Information Form, the Player may be replaced by a Player eligible to Play in the Match for the relevant Club/club, not listed on the initial Match Information Form.

Any amendment to the Match Information 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 relevant medical certification.

- 6.7** Six team Officials plus the Club Doctor, and up to nine substitute Players are allowed to occupy positions in the technical area allocated for their Club/club. i.e. a total of sixteen persons. The names of all such persons and their functions must be listed on the Match Information Form pursuant to Regulation 6.2.
- 6.8** No more than five 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 Information 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.
- 6.10** There shall be no more than three, plus at half-time, occasions for each Club/club, in which, each Club/club shall be entitled to make substitutions during a Match. If on any one occasion during a Match each Club shall make substitution(s) then that shall count as one occasion for each Club.
- 6.11** If, and only if, space so permits, up to eight additional technical seats are allowed for Officials providing technical support to the team during the Match (kit manager, assistant physiotherapist, etc.). Such seats must be outside of the technical area and positioned at least five metres behind or to the side of the benches but with access to the dressing rooms. The names of all these persons and their functions must be listed on the Match Information Form or such other form as approved from time to time by the Board.

## **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 Information 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 with the Club for which they Play and/or propose to Play in the Competition.
- 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** Except for a Player/player who has only Played, including being listed as a named substitute, in the First Round of Matches who shall not be included for the purposes of this Regulation 8.3, no Club or club ("A") 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 ("B") in the Competition and subject to the stated exception any such Player or player shall not be eligible to Play, or be listed as a named substitute, for Club or club A.
- 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 Home Club shall charge Board Minimum Recommended Prices of Ground Admission or such higher admission prices as it chooses to charge, whichever is the greater, for each of (i) Adults; and (ii) Senior Citizens and Juveniles, and the aggregate sum received and to be received by the Home Club from such charges, shall, after deducting 15% for retention by the Home Club, be divided equally between the two Clubs participating in each Match, and the Home Club shall, on receipt of a valid VAT invoice from the Visiting Club. make of the sum so due by the Home Club to the Visiting Club. 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-payment of any sum due to it in terms of this Regulation, shall be deemed to be in breach of these Regulations and shall be dealt with in accordance with Section J of the Rules.
- 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 Home Club or club wishing to charge less than the Board Minimum Recommended Price of Ground Admission (including making no charge or a modified charge based on whatsoever criteria) to any person seeking admission to the relevant ground, must obtain the agreement in writing of the relevant Away Club prior to the Match taking place, subject that, under no circumstances may the amount charged for admission to a Match, directly or indirectly, and adversely to either category, discriminate between Home Supporters and Away Supporters for admission to broadly comparable accommodation at the same Match.
- 10.5** In all rounds of the Competition, excluding the Semi Final and Final Rounds, each Home Club or club must return to the Company and to the opposing Club or club, within seven days of each such Match, the number of spectators admitted to the ground, in accordance with Regulations 10.1 and 10.4, and the numbers of such spectators admitted as (i) adults; and as (ii) Senior Citizens and Juveniles, together with the receipts and admission price(s) in relation to each of (i) and (ii) received and to be received by the Home Club as a result of such admissions.
- 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** the ticket pricing and number of tickets to be allocated to each participating Club/club shall be determined by the Board;
  - 10.7.2** 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;
  - 10.7.3** following the payment specified at Regulation 10.7.2, 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;
  - 10.7.4** the Company shall retain 5% of the remaining balance following the payments specified at Regulations 10.7.2 and 10.7.3; and
  - 10.7.5** 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** the ticket pricing and number of tickets to be allocated to each participating Club/club shall be determined by the Board;

**10.8.2** 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;

**10.8.3** following the payment specified at Regulation 10.8.2, 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;

**10.8.4** the Company shall retain 5% of the remaining balance following the payments specified at Regulations 10.8.2 and 10.8.3; and

**10.8.5** 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 between and paid to the two competing Clubs or clubs which participated in the 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 require an inspection on its behalf of all such records and/or require delivery of copies of such records within a time specified, with particular reference to ticketing, charging, admission and accommodation 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 and attachments, from the ground at which such Match was played to the Secretary and to the Scottish FA: (i) containing details of the result of the Match; (ii) electronic or photographed copies of the participating Clubs' Match Information Forms; (iii) the substitutes used; and (iv) the name(s) of any scorers.

## **18 Footballs**

- 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 and/or affiliation to 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 and any Club's or club's name, badge, emblem, copyright, database right, trademark and/or other intellectual property 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, without the agreement in writing of the Company, 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 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:
- (i)** admit the sponsor to its ground for the purpose of photographing any Match;
  - (ii)** 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;
  - (iii)** acknowledge the sponsor on the cover of a Match day programme;
  - (iv)** acknowledge the sponsor in at least one public address announcement prior to the Match;
  - (v)** make available one page of advertising or editorial material in the Match day programme;
  - (vi)** 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;
  - (vii)** provide suitable hospitality for the sponsors and their guests as directed by the Board in terms of the sponsorship agreement or agreements, and
  - (viii)** 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:

- (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 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
- (ii)** 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:

- (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 Company;
- (ii)** 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
- (iii)** 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 A3-A18 (inclusive), B1-B3 (inclusive), C46-C49 (inclusive), F1& F2, G1, G3-G5 (inclusive), G7, G9-15 (inclusive), G28, G46-47 (inclusive), G52-G64 (inclusive), G68-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), Annex 11, Testing etc. shall apply to the Competition with Matches in the Competition substituted for League Matches and Play-Off Matches.

- 21.2** Any Club/club in breach of or failing to comply with these Regulations, including any club which is a member of a Recognised League and which participates in the Competition, hereby agrees, and its participating players and Officials agree and are individually and collectively deemed to agree, to be bound by these Regulations and the Rules, in so far as relating to and applying to this Competition, and shall be liable to be dealt with and sanctioned in accordance with Section J of the Rules.
- 21.3** Each Club or Football club, Player, player, Trialist, Club or Football club Official, Match Official, and any other person participating in the Competition, and/or organisation and/or playing of a Competition Match, agrees to observe and be subject to, so far as concerning and/or relating to the Competition, the articles of association, protocols, procedures, rules, decisions and regulations of the Scottish FA, the Articles, Rules, these Regulations and the other Regulations and decisions of The Scottish Professional Football League and the Charter and Regulations, Rules etc. of UEFA and of FIFA, the rules, regulations and the like of any other organisation of which these bodies or the Club or Football club may be a member and each and all of them, except where they have already so submitted by agreement, agrees, including by such participation, that he, she or it submits to the jurisdiction and to the decision making authority of the Scottish FA, The Scottish Professional Football League Limited, UEFA and of FIFA. In the case of any conflict between these Regulations and such articles of association, protocols, procedures, rules, decisions regulations, Articles, Rules, Regulations and Charters then, save in the case where these Regulations confer additional rights, benefits, obligations or remedies on the person or party so submitting, such articles of association, protocols, procedures, rules, decisions regulations, Articles, Rules, Regulations and Charters shall take precedence.
- 21.4** The provisions of Regulations 21.2 and 21.3 are without prejudice to the provisions of the Rules which relate to or concern the same or similar matters and which Clubs, Players and Club Officials are obligated not to breach and/or to comply.

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

##### **Group Stage**

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

**All Other Rounds (excluding Semi Final and Final) referable to the ground at which the relevant Match is played and the Division or league in which the Home Club or club respectively is entitled, for the time being, to participate:**

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

**Championship Clubs** - Adult - £12.00; Juveniles and Senior Citizens - £6.00;

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

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

## **Annex 3**

### **THE SCOTTISH PROFESSIONAL FOOTBALL LEAGUE RESERVE LEAGUE COMPETITION REGULATIONS;**

#### **OPERATED UNDER THE TITLES OF “the SPFL Reserve League” and “the Reserve League”**

#### **A Competition Title and Organisation**

- A1.1** The Board shall operate and organise a Competition to be known as the ‘SPFL Reserve League’ or such other name and/or title as the Board from time to time may consider appropriate.
- A1.2** In the event that the number of Clubs and/or Football clubs applying to participate in the Reserve League in any Season is greater than the Board considers can practicably be included in a single division then the Board shall ordinarily divide the Clubs and Football clubs into a first and lower division(s) and may, in the case of lower divisions than the first division, divide same into two or more sections broadly on the basis of the geographical location of the Registered Ground of the Clubs or Football clubs and recognised grounds of the Football clubs participating in the Competition. The Board’s decision on the allocation of each such Clubs or Football clubs to a division and/or a section shall be based on whatever criteria the Board considers appropriate and shall be final and binding.
- A1.3** If the Board considers it appropriate and provided that notice of same has been given to participants in advance of the first match in a Season, divisions of the Reserve League may be operated and organised by the Board so that there are such number of promotion(s) and relegation(s) between specified divisions, on such criteria based on sporting merit as the Board considers appropriate, at the end of a Season. The Board’s selection of criteria and its application by the Board shall be final and binding.
- A1.4** All Premiership Clubs for the time being are, subject to these Regulations, entitled but not bound, to participate in the only or first, as the case may be, division of the Reserve League in any Season in which such a Reserve League may be operated and organised.
- A1.5** Championship, League One and League Two Clubs may be permitted, subject to these Regulations, at the discretion of the Board, to participate in the first division of the Reserve League in any Season and are entitled, subject to these Regulations, to participate in a second or lower division/section of the Reserve League in any Season in which such a second or lower division/section may be operated and organised.
- A1.6** Subject to there being, in any Season, a Reserve League operating and being organised by the Company, in two or more divisions then Former League Two Clubs, relegated through the Pyramid Play-Off Competition, shall, for up to the two Seasons following such relegation, be entitled to participate and Highland League and

Lowland League Football clubs (“**Football clubs**”) may apply in writing to the Secretary and, at the discretion of the Board, be permitted to participate in any second or lower division/section of the Reserve League in any Season in which such a second or lower division may be operated and organised.

## **Participation**

- A2.1** Clubs for the time being entitled to participate in the Premiership which wish to participate in the first or other divisions of the Reserve League during a Season must, subject to Regulation A2.3, so notify the SPFL Secretary in writing by not later than 1 June before the commencement of the Season. Failure to provide such written notification in a timely fashion shall mean that a Club will not be permitted, except at the discretion of the Board on cause shown, to participate in the Reserve League during the immediately succeeding Season.
- A2.2** Any Championship, League One, League Two Club, Former League Two Club relegated through the Pyramid Play-Off Competition and Highland League and Lowland League Football clubs which wish to apply to participate in a division/section of the Reserve League during a Season, must so advise the Secretary in writing not later than 1 June before the commencement of such Season. Subject to Regulation A2.4, failure to provide such written notification in a timely fashion shall mean that a Club will not be permitted, except at the discretion of the Board on cause shown, to participate in the Reserve League during the immediately succeeding Season.
- A2.3** Any Club or Football club which participates in a division of the Reserve League in any Season shall be automatically deemed to have given the notification or made the application required by these Regulations in respect of participation in, subject to any promotion or relegation, the same or equivalent division of the Reserve League, in the immediately succeeding Season and, if so promoted or relegated, in the relevant division which reflects such promotion or relegation. If a Club or Football Club by this Regulation 2.3 be deemed to have made a notification or an application in terms of Regulation A2.2 or A2.3 and it does not wish to participate in the Reserve League in the succeeding Season then it must so notify the SPFL Secretary in writing prior to 1 June 2018.
- A2.4** Where these Regulations require the Board to make a determination as regards participation in the Reserve League and/or in a division or a section of a division of the Reserve League in a Season the Board shall, in making its decision, have regard to what it considers to be in the best interests of the League and the Reserve League and may take into account such factors as it considers appropriate including, Football performance of the Club or Football club, in the preceding Season, including in the Reserve League, performance and participation in the Reserve League and/or other competitions of young players, including in any schemes or arrangements for the time being organised by the Scottish FA and the facilities, investment and staff engaged and deployed in the training and development of young players.

## **B Basis of Competition**

- B1** Each Club shall comply with and play in the relevant fixtures comprised in the fixture schedule and any delayed, postponed and rearranged Matches as determined by the Board for each division and, as the case may be, section of a division of the Reserve League for a Season.
- B2** So far as reasonably practicable, the fixture schedule determined by the Board shall require Clubs or Football clubs participating in the Reserve League to play equal numbers of Home and Away Matches in each Season. The Board may determine that, in a Season, all Clubs or Football clubs will play all other Clubs or Football clubs in the same division or, as the case may be, section, on such number of occasions as it considers appropriate; where it shall be more than once in a Season the Board should, so far as reasonably practicable, endeavour to fixture matches on a Home and Away basis.
- B3** Three points shall be awarded to the winning Club or Football club in each Reserve League Match which is won and none to the losing Club or Football club and one point to each Club or Football club involved in a Reserve League Match which is drawn.
- B4** At the end of each Season (following completion of all first division Reserve League Matches) the Club or Football club achieving the highest number of points during that Season shall be declared the 'Champion Club of the SPFL Reserve League' or such other name or title as the Board may determine.
- B5** If any two or more Clubs or Football 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 or Football club shall be the Club or Football 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 Reserve League Matches played by a Club or Football club during a Season. In the event of the goal differences of two or more Clubs or Football clubs being equal, the higher or as the case may be highest placed Club or Football club shall be the Club or Football club, which has scored most goals in Reserve League Matches during the relevant Season.
- B6** If two or more Clubs or Football 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 Reserve League have a bearing on deciding which Club or Football club is the Champion SPFL Reserve League Club or Football club or Champion Club or Football club of the relevant division or the top Club or Football club in a section as the case may be, or if divisional or section position is relevant to promotion and/or relegation within the Reserve League, then the Clubs or Football clubs concerned shall play-off a deciding Reserve League Match on a date and at a neutral ground as determined by the Board. Such deciding Reserve 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 or Football clubs. Any Club or Football 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.

- B7** If two or more Clubs or Football 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 or Football club is the Champion Club of the relevant division or the leading Club or Football club of a section, as the case may be, or on promotion and/or relegation within the Reserve League, then the Clubs or Football clubs concerned shall not play-off a deciding Reserve League Match and shall be deemed to have finished in equal positions for all purposes.
- B8** The Club or Football club declared the 'Champion Club of the SPFL Reserve League' or such other name or title as the Board may determine, shall hold the SPFL Reserve League Championship Trophy until the next Season's Reserve 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 or Football club to arrange appropriate insurance cover for the trophy throughout the period when it is held by the Club.
- B9** The Company shall present the Champion Club or Football club of the SPFL Reserve League in any Season with 25 SPFL Reserve League Championship medals for Players, other staff and Club or Football club Officials. Only those Players who participated in 25% or more of the Reserve League Matches for the Champion Club or Football club in the relevant Season will be eligible to receive such medals.
- B10** The Club or Football club declared the 'Champion Club or Football club of the SPFL Reserve League Second Division' or such other name or title as the Board may determine, being the top Club or Football club in the second division of the Reserve League or as the case may be the winner of the second or lower division of the Reserve League Play-Off Final shall hold the "Second Division (or lower) SPFL Reserve League Championship Trophy" until the next Season's Reserve League Competition is concluded. When the second division Champion SPFL Reserve 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 or Football club to arrange appropriate insurance cover for the trophy throughout the period when it is held by the Club or Football club.
- B11** The Club or Football club declared the 'Champion Club or Football club of each

section of the SPFL Reserve League Second Division' or such other name or title as the Board may determine, being the top Club or Football club in each section of the second division of the Reserve League or as the case may be the winner of the second or lower division of the Reserve League Play-Off Final shall hold the "Second Division (or lower) SPFL Reserve League Championship Trophy" until the next Season's Reserve League Competition is concluded. When the section Champions of the second division SPFL Reserve League Club have been ascertained, Trophies 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 or Football club to arrange appropriate insurance cover for the trophy throughout the period when it is held by the Club or Football club.

**B12** The Company shall present the second and any lower division champion SPFL Reserve League Club or Football club or, as the case may be sectional Champions in any Season with 25 divisional or sectional champion SPFL Reserve League Championship medals for Players, other staff and Club or Football club Officials. Only those Players who participated in 25% or more of the relevant Reserve League Matches for the divisional/sectional Champion SPFL Reserve League Club or Football club in the relevant Season will be eligible to receive such medals.

**B13** Regulations B10 to B12 shall apply *mutatis mutandis* to any third or lower divisions of the Reserve League as may be organised and operated by the Board in any Season.

**B14** Any Club or Football 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 Football 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 or Football 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 or Football 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, as the case may be, a Commission shall consider appropriate.

## **C Match Arrangements**

**C1** The Board shall notify all Reserve League Match fixtures as soon as practicable prior to the commencement of the Season. Reserve League Matches shall normally be scheduled by the Board to be played on Monday afternoon at 2pm in the case of the first division of the Reserve League with matches in all other Reserve League

divisions/section normally being scheduled for mid-week evenings.

- C2** Clubs and Football clubs, so far as reasonably practicable, shall be a Home Club on one week and a Visiting Club the next.
- C3** Reserve League Matches shall, unless rearranged on the application of the competing Clubs or Football clubs and with the approval of the Board, or on the instruction of the Board, be played on the dates and times scheduled at the commencement of the Season.
- C4** The Board shall have authority to order that the date and/or time and/or venue of any Reserve League Match be moved from the scheduled date/time/venue for such reason as the Board considers sufficient, provided that, where any proposed rearrangement has not previously been agreed by any Clubs or Football clubs which might be affected thereby, the Board shall consult with and shall take into account any representations made by such Clubs or Football clubs before making any order under this Regulation.
- C5** 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.
- C6** A Club or a Football club shall be entitled to apply to the Board for the postponement of any Reserve 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 Reserve League Match.
- C7** Both teams shall enter the field of play together, along with the Match Officials, no later than five minutes prior to the kick-off time.
- C8** In all Reserve League Matches the half-time interval shall be fifteen minutes.
- C9** All Reserve League Matches shall be of 90 minutes' duration, with two equal halves of 45 minutes. However, any Reserve 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.
- C10** All Reserve League Matches shall be played in compliance with the Rules (so far as applicable), these Regulations and the Laws of the Game.
- C11** The ball or balls to be used in all Reserve 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.
- C12** At and during all Reserve League Matches, the Home Club shall have available for use 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.

- C13** Within 2 hours of the end of a Reserve League Match, the Referee of that Match shall send a Match Report in electronic form, if available, to the League and to the Scottish FA containing details of the result of the Reserve League Match, the participating Clubs or Football clubs' team lists, the substitutes used, cautions and orderings-off, if any and the name of any scorers. The Referee shall, if requested by either or both of the League and/or the Scottish FA also send an original of such Match Report by first class post to the so requesting body to arrive within 3 working days of such request. The Board may from time to time determine the form of such Match Report.
- C14** No Reserve League Match shall be postponed except on the instructions of the appointed Match Referee or a pitch inspector or by the Board.
- C15** If a Reserve 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 or Football club to immediately notify the appointed Match Officials of such postponement.
- C16** In the event of any Reserve League Match not being played or abandoned or being ordered to be played or replayed, it shall, subject to Regulation C17, be played on a date and at a time as determined by the Board.
- C17** In the event that, for any reason, a Reserve league Match is postponed or is otherwise not played, from the date and time originally fixed for the Match, then the postponed/re-arranged Match shall ordinarily take place on the next Monday on which both teams do not have an already fixed match date in the Reserve League.
- C18** No Club or Football 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 Reserve League Match on and at the appointed or rescheduled date, time and venue.
- C19** For the purposes of Regulation C18, 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 Regulation C18 notwithstanding that the Board has or may have rescheduled or later reschedules the match concerned.
- C20** Without prejudice to any other sanctions, which may be imposed for a breach of these Regulations, any Club or Football club failing to fulfil its fixture obligations shall be liable to pay compensation for any expenses necessarily incurred by the opposing Club or Football club and/or the Company in terms of Match Official and/or any venue costs as a consequence of the failure. The amount of compensation will be at

the discretion of the Board which will consider each such case on its merits.

## **D Players, Coaching and Technical Staff**

**D1** In order to be eligible to Play for a Club or Football club in a Reserve League Match a Player must be: -

- (i)** League Registered with that Club or, in the case of a Football club, Scottish FA Registered with that Football club;
- (ii)** at the date of the relevant Match, the subject of a Temporary Transfer to another Club or Football club by the Club or Football club concerned; or
- (iii)** a Trialist, as provided for in Regulations D4 or D5; and
- (iv)** aged 16 years or more.

**D2** 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:

- (i)** 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;
- (ii)** 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
- (iii)** as the first Player listed, the Player who will fulfil the role of goalkeeper in the starting 11.

**D3.1** If any Player (or substitute Player) named in a Match Information Form is injured or otherwise incapacitated after the delivery of that Match Information Form to the Match referee but before the scheduled kick-off time, the Club or Football club concerned may add the name of another Eligible Player to the Match Information Form as a Player or a substitute Player provided that:

- (i)** the most senior member of coaching staff present for that Club or Football club has certified that the injury or incapacity is such that the Player in question cannot reasonably be expected to enter the field of play;

- (ii) if the Player in question has been named in the starting eleven they may only be replaced by any of the up to seven substitutes initially listed on the Match Information Form. The substitute in question may only then be replaced by an Eligible Player not initially listed on the Match Information 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 an Eligible Player not initially listed on the Match Information Form; and
- (iv) if the Player in question is a goalkeeper and no substitute goalkeeper has been initially listed on the Match Information Form, the Player may be replaced by an Eligible Player not initially listed on the Match Information Form.

**D3.2** Any amendment/supplement to the Match Information Form pursuant to Regulation D3.1, shall be immediately communicated by the relevant Club or Football 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.

**D4** In the case of Clubs or Football clubs participating in the first division of the Reserve League, provided there is compliance with the relevant provisions of the Player Regulations concerning Trialists, a maximum of two Trialists may be included on the Match Information Form for each Reserve League Match. Each of such Trialists may only be included on Match Information Forms as a Trialist on a maximum of three occasions in Reserve League Matches, by such Club or Football club during a Season.

**D5** In the case of Clubs and Football clubs participating in a division of the Reserve League lower than the first division, provided there is compliance with the relevant provisions of the Player Regulations concerning Trialists, a maximum of four Trialists may be included on the Match Information Form for each Reserve League Match. Each of such Trialists may only be included on Match Information Forms as a Trialist on a maximum of six occasions in Reserve League Matches, by such Club or Football club during a Season.

**D6** Subject that a Club and Football Club must make all of the substitutions which is wishes to make during an individual Reserve League Match within a maximum of three stoppages, excluding the half-time period which shall not for this purpose be counted as a stoppage, but is a time when substitutions may be made, only up to a maximum of five nominated substitutes for any one Club or Football club may participate by taking the field of play in an individual Reserve League Match. A player who has been substituted in a Reserve League Match may not take any further part in that Match. The list of eighteen Players referred to above must include at least one recognised goalkeeper, who 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 Reserve 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 Match Information Form. Any such numbers and letters must be in compliance with the style and conditions approved by the Board.
- D9** One Player for each Club or Football club shall be nominated as captain for the Reserve League Match on the Match Information Form and shall wear a distinguishing armband to indicate his status. If the captain for the time being ceases to participate in a Reserve 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. Football clubs, other than Clubs, shall notify the Secretary in writing prior to their first Reserve League match in each Season of the details of two or more sets of outfield and goalkeeper colours proposed to be used by them in Reserve League matches in each Season.
- D11** No Club participating in a Reserve 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 or Football 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 or Football club colours to be worn in the same Reserve League Match by both of its outfield players and its goalkeeper.
- D12** The colour of the goalkeepers' shirts in a Reserve League Match must, in all cases, be clearly distinguishable from the colours of the shirts worn by all outfield Players of both participating Clubs or Football 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 Reserve 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 Reserve League Match must not be likely to cause confusion with the colours of either of the competing Clubs or Football clubs or Match Officials.
- D15** Any Club or Football club breaching or failing to carry out the provisions of any of Regulations D1 to D5 (inclusive) in relation to a Reserve League Match may be dealt with by means of a Defined Sanction in terms of the Rules of Procedure.
- D16** Subject to any medical or similar circumstance arising during and in relation to the Match, which shall require attendance of a member of staff away from the Match venue, each Club and Football Club participating in a Reserve League Match in the first or top division of the Reserve League shall have in attendance for the whole of such Match at the Match Venue, a minimum of four staff members, other than

Players, comprising not less than two coaches (one of whom must have at least a current A coaching license), a minimum of one physiotherapist (as a minimum Health and Care Professions Council registered as a physiotherapist with a recommendation that such physiotherapist has a current sports first aid qualification from an approved Scottish FA provider) and a minimum of one goalkeeping coach (who must have or be working towards a goalkeeping coaching license).

**D17** Subject to any medical or similar circumstance arising during and in relation to the Match, which shall require attendance of a member of staff away from the Match venue, each Club and Football Club participating in a Reserve League Match in the second or lower division of the Reserve League, shall have in attendance for the whole of such Match at the Match Venue, a minimum of two staff members, other than Players, comprising not less than one coach (who must have or be working towards at least a B coaching license) and a person who has a current sports first aid qualification from an approved Scottish FA provider.

**D18** 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 Reserve League Match:

- (i) the pitch shall only be used for warming up or warming down by Players named on the Match Information Form;
- (ii) 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;
- (iii) if portable goals are provided they shall be used for all goalkeeping drills other than crossing practice;
- (iv) 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;
- (v) 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;
- (vi) 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 directed by the groundsman;
- (vii) 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;
- (viii) 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

- (ix) any warming down after the conclusion of the Reserve League Match shall last for no longer than 15 minutes and for that purpose neither penalty area shall be used.

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

- E1** Each Club and Football club shall provide technical areas in accordance with the Rules and the Laws of the Game.
- E2** The Match Officials for Reserve 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 or Football 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 relevant Match venue at least one and a half hours prior to the scheduled time of kick-off. The Referee shall decide as to the fitness of the ground in all matches and each Home Club and Home Football 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 or Home Football club may, where weather or other conditions make it appropriate, require the Referee to visit the Match venue two hours or more before the scheduled time of kick-off of any Reserve 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 from time to time.
- E10** The football proposed to be used in the Match and the replacement footballs must be submitted by the Home Club or Home Football club to and approved by the Referee before the commencement of the Match.
- E11** 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 must be made available by the Home Club or Home Football club for Reserve 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 Reserve League Matches. Clubs or Football 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 and Football club participating in the Reserve League must register or be deemed to have registered any grounds that it wishes to use for Home Reserve League Matches with the Secretary by not later than 1 July immediately preceding each Season. If a Club intends to use its Registered Ground (as defined and provided for in the Rules) for Home Reserve League Matches it must so advise the Secretary in writing by 1<sup>st</sup> July prior to its first participation in the Reserve League.

- F2** No Club or Football club shall play a Home Reserve League Match at any ground other than such registered ground or it's so notified Registered Ground without first obtaining the written approval of the Board. Once a Club or Football club has registered its ground(s) with the Secretary for Reserve League Matches it shall not be required to re-register such ground(s) for each succeeding Season in which it is a participant in the Reserve 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 or adds any ground(s) which it intends to use as a venue for Home Reserve League Matches it must first register or, where appropriate, notify, such ground(s) with the Secretary in accordance with Regulation F1.

- F3** Any Club or Football club seeking to register a ground other than a 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 a satisfactory report of such inspection to the Company.

- F4** Clubs or Football clubs must register their pitch dimensions for all grounds they intend to utilise for Home Reserve 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 notified pitch dimensions for any Reserve 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 its pitch dimensions.

- F5** Each Club shall take all reasonable steps to maintain its pitch at its Home Reserve 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 and Football club shall provide, maintain and use, in such manner as to ensure its efficient and effective operation, an adequate winter pitch protection system at its Home Reserve League Match venues. Such systems shall be fully utilised by the Home Club before any Home Reserve 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 Reserve League Match is able to take place at the venue and on the date and time scheduled notwithstanding such possibility.
- F7** No Reserve 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 in accordance with Rules H4 to H8 (inclusive) on the basis, if it is not in fact the case, that the ground is the Registered Ground of a Club which in any Season is eligible to participate in the Championship, League One or League Two. In the event that a Club or Football club wishes to use a venue with a synthetic or artificial surface for a Reserve League Match or Matches which is not approved in terms of Rules H4 to H8 then the venue shall be subject to such inspection, evaluation and assessment as shall be considered appropriate and may only be utilised for such Matches when its use has been approved by the Board. Such approval may be time limited and be subject to such conditions as the Board shall think appropriate.
- F8** No Reserve 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.

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

- G1** At every Reserve 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 and Football clubs are required to:
- (iii)** 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 the Rules and/or these Regulations, 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 and Football clubs for interviews during this period (N.B. the decision whether to speak to such media remains with the individuals themselves and Clubs and Football 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 Company are suitably located for such interviews; and
  - (i)** make reasonable provision for any representatives of the Visiting Club's and Football club's official websites.



- G2** At every Reserve 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 ensure that:
- (i) 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;
  - (ii) 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
  - (iii) make available at least one Official on the football management or coaching staff of the Club or Football 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 the Rules and/or these Regulations which are broadcasting live (N.B. the SPFL’s media guidelines provide 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 A3 – A18 (inclusive), B1 – B3 (inclusive), C46 - C49 (inclusive), F1 & F2, G1, G3-5 (inclusive), G7, G9-15 (inclusive), G28, G49, G53 and G54, G56-G64 (inclusive), G68-G85 (inclusive), Section H (all), I33 - I41 (inclusive), I52 – I54 (inclusive) and Section J (all) shall apply to the Reserve League.
- H3** Any Club/club in breach of or failing to comply with these Regulations, including any club which is a member of a Recognised League and which participates in the Competition, hereby agrees, and its participating players and Officials agree and are individually and collectively deemed to agree, to be bound by these Regulations and the Rules, in so far as relating to and applying to this Competition, and shall be liable to be dealt with and sanctioned in accordance with Section J of the Rules.
- H4** Each Club or Football club, Player, player, Trialist, Club or Football club Official, Match Official, and any other person participating in the Competition, and/or organisation and/or playing of a Competition Match, agrees to observe and be subject to, so far as concerning and/or relating to the Competition, the articles of association, protocols, procedures, rules, decisions and regulations of the Scottish FA, the Articles, Rules, these Regulations and the other Regulations and decisions of The Scottish Professional Football League and the Charter and Regulations, Rules etc. of UEFA and of FIFA, the rules, regulations and the like of any other organisation of which these bodies or the Club or Football club may be a member and each and all of them, except

where they have already so submitted by agreement, agrees, including by such participation, that he, she or it submits to the jurisdiction and to the decision making authority of the Scottish FA, The Scottish Professional Football League Limited, UEFA and of FIFA. In the case of any conflict between these Regulations and such articles of association, protocols, procedures, rules, decisions regulations, Articles, Rules, Regulations and Charters then, save in the case where these Regulations confer additional rights, benefits, obligations or remedies on the person or party so submitting, such articles of association, protocols, procedures, rules, decisions regulations, Articles, Rules, Regulations and Charters shall take precedence.

- H5** The provisions of Regulations H2 and H3 are without prejudice to the provisions of the Rules which relate to or concern the same or similar matters and which Clubs, Players and Club Officials are obligated not to breach and to comply with.
- H6** Unless expressly otherwise stated, all references to individual Regulations are to Regulations in these Regulations.
- H7** The Home Club or Football club shall make and record a digital video record, both moving images and sound, of each Reserve League Match played at its Home ground. The standard of such video or film record shall be not less than reasonably sufficient for coaching and match analysis by professional coaching staff of each participating Club or Football club. The standard does not require to be of broadcast quality. The Home Club or Football club shall, on request and as soon as reasonably practicable, provide the Visiting Club or Football club and the Company with a copy of or access to a downloadable copy of such a video or film record. If a copy is provided it shall be on conventionally accessible media and in a readily available format.

## **I Commercial Arrangements**

- I1** In connection with the Reserve League, the Board shall have power to conclude and administer contracts on behalf of all Clubs participating in the Reserve League with commercial sponsors, broadcasters, publishers and others for the benefit of Clubs and Football clubs participating in the Reserve League.
- I2** Such contracts include, but are not be restricted to:
- (i)** sponsorship of the Reserve League;
  - (ii)** Transmission, Radio Transmission, Other Transmission and recording by any means of Reserve League Matches;
  - (iii)** commercial exploitation of the Reserve League, badge, emblem, and trademark in connection with the Reserve League; and
  - (iv)** publications including sound and video recordings relating to the history and fixtures of the Reserve League.
- I3** The Clubs and Football 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 Reserve League Matches for exclusive exploitation by the Company of Radio Transmission and Transmission of Reserve League Matches.
- I4** Subject that a Club or Football club shall not, other than in respect of contracts entered into by the Company relating to Radio Transmission or Transmission of Reserve League Matches, be obliged to comply with this Regulation I4 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 and/or relating to the Reserve League.
- I5** The Company shall be entitled, for the purposes or contracts entered into or to be entered into by the Company in relation to the Reserve 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 Football clubs and each of them.
- I6** The Company shall not grant or purport to grant any exclusive right or rights in relation to Other Transmission of Reserve League Matches, which would have the object or effect, whether intentionally or otherwise, of preventing or inhibiting the Clubs or Football 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.
- I7** Except pursuant to a contract entered into by the Company in relation to the Reserve League, there shall be no and each of the Clubs and Football clubs shall in respect of a Reserve 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 Reserve League Match without the approval of the Board.

- I8** The Clubs and Football 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 Reserve League in relation to Radio Transmission and/or Transmission or otherwise cause any breach thereof to occur.
- I9** The Clubs and Football 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 Reserve 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 Clubs and/or Football clubs or any third party in the Other Transmission of Reserve League Matches.
- I10** Where a Club or Football 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 Reserve League Match, other than pursuant to a contract entered into by the Company in relation to the Reserve 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 or Football 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 Reserve 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 a Reserve League Match within any period provided for in a Commercial Contract and in any event not, in the case of a Reserve League Match played on a Saturday until midnight on the next day and on any other day until midnight on that day.
- I12** Clubs and Football clubs may enter into commercial arrangements or sponsorship agreements relating to their participation in the Reserve League provided Clubs and Football 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 Reserve League, any other Competition 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 Reserve 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 Reserve League so as to require any Home Club or Football club to provide, for central exploitation, more than 12 trackside advertising spaces or equivalent at an individual Reserve League Match.

## **Annex 4**

### **THE SCOTTISH PROFESSIONAL FOOTBALL LEAGUE RESERVE CUP COMPETITION REGULATIONS;**

#### **OPERATED UNDER THE TITLE OF “the SPFL Reserve Cup”**

#### **A Competition Title and Organisation**

- A1.1** The Board shall operate and organise a Competition to be known as the ‘SPFL Reserve Cup’ or such other name and/or title as the Board from time to time may consider appropriate.
- A1.2** All Clubs participating in the first division of the Reserve League in any Season shall, subject to these Regulations, be entitled but not bound, to participate in the Reserve Cup in the same Season.
- A1.3** The Board shall be entitled to invite such other Clubs/Football clubs to participate in the Reserve Cup as it deems appropriate.

#### **Participation**

- A2.1** Clubs which wish to participate in the Reserve Cup during a Season must so notify the SPFL Secretary in writing by not later than 1 June before the commencement of the Season. Failure to provide such written notification in a timely fashion shall mean that a Club will not be permitted, except at the discretion of the Board on cause shown, to participate in the Reserve Cup during the immediately succeeding Season.
- A2.2** Where these Regulations require the Board to make a determination as regards participation in the Reserve Cup the Board shall, in making its decision, have regard to what it considers to be in the best interests of the League and the Reserve Cup and may take into account such factors as it considers appropriate including the timing of the application, the Football performance of the Club or Football club in the preceding Season, including in the Reserve League, performance and participation in the Reserve League and/or other competitions of young players, including in any schemes or arrangements for the time being organised by the Scottish FA and the facilities, investment and staff engaged and deployed in the training and development of young players.

#### **B Competition Format and Basis of Competition**

- B1** 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).
- B2** 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.

- B3** In all rounds, other than the First Round Group Stage, 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.

#### **First Round Group Stage**

- B4** An approximate total of 16 Clubs/clubs shall participate in the First Round Group Stage of the Competition and shall be divided into 4 groups of approximately 4 Clubs/clubs. Participating Clubs/clubs will each be allocated by the Board, in its sole discretion, to one of the 4 Groups.
- B5** Each Club/club in each Group will play each other once in a 'round robin' format so that each Club/club will play at least 3 Group Matches, either 2 as the Home Club and 1 as the Visiting Club or vice versa, in the Group Stage.
- B6** 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.
- B7** 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 (being kicks taken from the penalty mark in accordance with the procedures laid down by the International Football Association Board's Laws of the Game) shall be taken with the winners of the Penalty Kick competition being awarded 1 bonus point.
- B8** When each of the Clubs and clubs participating in each of the Groups shall have played all Group 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' criterion 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 goals scored in any Penalty Kick competition shall be excluded from determining the rankings of Clubs/clubs pursuant to this Regulation B7. The score at full time shall be taken as the final score.

### **Semi-Finals**

- B9** The 4 Group winners identified as set out in the preceding Regulations shall qualify and be eligible to play in the Semi-Finals of the Competition.
- B10** The Clubs eligible to participate in the Semi Final shall be included in a ballot to determine which two Clubs or clubs will play against each other in each of the 2 Semi Final 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 the venue of the Home Club. The 2 winners from the Semi Final will qualify to play in the Final.

### **Final**

- B11** The winner of each of the Semi Finals shall contest the Final. The two Clubs/clubs shall be included in a ballot to determine home advantage. The Clubs/clubs will play a single Match at the venue of the first drawn Club.

### **Prohibited Conduct**

- B12** Any Club or Football 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 Football 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 or Football 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 or Football 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, as the case may be, a Commission shall consider appropriate.

## **C Match Arrangements**

- C1** The half time interval in all Matches shall be of fifteen minutes' duration.
- C2** All Matches, including any re-scheduled Match, will be played on a date and at a time and venue determined by the Board. Reserve Cup Matches shall normally be scheduled by the Board to be played on Monday afternoon at 2pm.
- C3** Reserve Cup Matches shall, unless rearranged on the application of the competing

Clubs or Football clubs and with the approval of the Board, or on the instruction of the Board, be played on the dates and times scheduled at the commencement of the Season.

- C4** 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.
- C5** 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.
- C6** A Club or a Football club shall be entitled to apply to the Board for the postponement of any Reserve Cup 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 Reserve Cup Match.
- C7** Both teams shall enter the field of play together, along with the Match Officials, no later than five minutes prior to the kick-off time.
- C8** All Reserve Cup Matches shall be of 90 minutes' duration, with two equal halves of 45 minutes. However, any Reserve Cup 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** The ball or balls to be used in all Reserve Cup 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.
- C10** At and during all Reserve Cup Matches, the Home Club shall have available for use 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.
- C11** Within 2 hours of the end of a Reserve Cup Match, the Referee of that Match shall send a Match Report by fax or email, if available, to the League and to the Scottish FA containing details of the result of the Reserve Cup Match, the participating Clubs or Football clubs' team lists, the substitutes used, if any and the name of any scorers. The Referee shall, if requested by either or both of the League and/or the Scottish FA also send an original of such Match Report by first class post to the so requesting body to arrive within 3 working days of such request. The Board may from time to time determine the form of such Match Report.
- C12** No Reserve Cup Match shall be postponed except on the instructions of the appointed Match Referee or a pitch inspector or by the Board.
- C13** If a Reserve Cup 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 or Football club to immediately notify the appointed Match Officials of such postponement.

- C14** In the event of any Reserve Cup Match being postponed or not being played or being 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.
- C15** No Club or Football 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 Reserve Cup Match on and at the appointed or rescheduled date, time and venue.
- C16** For the purposes of Regulation C15, 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 Regulation C15 notwithstanding that the Board has or may have rescheduled or later reschedules the Match concerned.
- C17** Without prejudice to any other sanctions, which may be imposed for a breach of these Regulations, any Club or Football club failing to fulfil its fixture obligations shall be liable to pay compensation for any expenses necessarily incurred by the opposing Club or Football club and/or the Company in terms of Match Official and/or any venue costs as a consequence of the failure. The amount of compensation will be at the discretion of the Board which will consider each such case on its merits.

**D Players, Coaching and Technical Staff**

- D1** In order to be eligible to Play for a Club or Football club in a Reserve Cup Match a Player must be: -
- (i)** League Registered with that Club or, in the case of a Football club, Scottish FA Registered with that Football club; or
  - (ii)** at the date of the relevant Match, the subject of a Temporary Transfer to another Club or Football club by the Club or Football club concerned; and
  - (iii)** aged 16 years or more on the date of the relevant Match.
- D2** 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:

- (i) 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;
- (ii) 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
- (iii) as the first Player listed, the Player who will fulfil the role of goalkeeper in the starting 11.

**D3** If any Player (or substitute Player) named in a Match Information Form is injured or otherwise incapacitated after the delivery of that Match Information Form to the Match referee but before the scheduled kick-off time, the Club or Football club concerned may add the name of another Eligible Player to the Match Information Form as a Player or a substitute Player provided that:

- (i) the most senior member of coaching staff present for that Club or Football club has certified that the injury or incapacity is such that the Player in question cannot reasonably be expected to enter the field of play;
- (ii) if the Player in question has been named in the starting eleven they may only be replaced by any of the up to seven substitutes initially listed on the Match Information Form. The substitute in question may only then be replaced by an Eligible Player not initially listed on the Match Information 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 an Eligible Player not initially listed on the Match Information Form; and
- (iv) if the Player in question is a goalkeeper and no substitute goalkeeper has been initially listed on the Match Information Form, the Player may be replaced by an Eligible Player not initially listed on the Match Information Form.

**D3.2** Any amendment/supplement to the Match Information Form pursuant to Regulation D3.1, shall be immediately communicated by the relevant Club or Football 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.

**D4** Trialists are not eligible to Play in the Competition.

**D5** It is the responsibility of each Club and Football club participating in the Competition to ensure that its Players are eligible to Play in any Match.

**D6** 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.

- D7** Subject that a Club and Football Club must make all of the substitutions which it wishes to make during an individual Reserve Cup Match within a maximum of three stoppages, excluding the half-time period which shall not for this purpose be counted as a stoppage, but is a time when substitutions may be made, only up to a maximum of five nominated substitutes for any one Club or Football club may participate by taking the field of play in an individual Reserve Cup Match. A player who has been substituted in a Reserve Cup Match may not take any further part in that Match. The list of eighteen Players referred to above must include at least one recognised goalkeeper, who must start the Match.
- D8** 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 Reserve Cup Match in question.
- D9** 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 Match Information Form. Any such numbers and letters must be in compliance with the style and conditions approved by the Board.
- D10** One Player for each Club or Football club shall be nominated as captain for the Reserve Cup Match on the Match Information Form and shall wear a distinguishing armband to indicate his status. If the captain for the time being ceases to participate in a Reserve Cup Match another Player shall be designated as captain and he shall wear an armband as aforesaid.
- D11** Clubs must play in colours registered by them with the SPFL in respect of Reserve League Matches in accordance with the Reserve League Regulations.
- D12** No Club participating in a Reserve Cup 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 or Football 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 or Football club colours to be worn in the same Reserve Cup Match by both of its outfield players and its goalkeeper.
- D13** The colour of the goalkeepers' shirts in a Reserve Cup Match must, in all cases, be clearly distinguishable from the colours of the shirts worn by all outfield Players of both participating Clubs or Football clubs and from those of the Match Officials.
- D14** If so determined by the Board, the shirts of all Players in Reserve Cup 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.
- D15** The colours of clothing worn by ball attendants at a Reserve Cup Match must not be

likely to cause confusion with the colours of either of the competing Clubs or Football clubs or Match Officials.

- D16** Any Club or Football club breaching or failing to carry out the provisions of any of Regulations D1 to D4 (inclusive) in relation to a Reserve Cup Match may be dealt with by means of a Defined Sanction in terms of the Rules of Procedure.
- D17** Subject to any medical or similar circumstance arising during and in relation to the Match, which shall require attendance of a member of staff away from the Match venue, each Club and Football Club participating in a Reserve Cup Match shall have in attendance for the whole of such Match at the Match Venue, a minimum of four staff members, other than Players, comprising not less than two coaches (one of whom must have at least a current A coaching license), a minimum of one physiotherapist (as a minimum Health and Care Professions Council registered as a physiotherapist with a recommendation that such physiotherapist has a current sports first aid qualification from an approved Scottish FA provider) and a minimum of one goalkeeping coach (who must have or be working towards a goalkeeping coaching license).
- D18** 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 Reserve Cup Match:
- (i)** 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 seventy-five minutes before the time of kick-off;
  - (ii)** 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;
  - (iii)** if portable goals are provided they shall be used for all goalkeeping drills other than crossing practice;
  - (iv)** 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;
  - (v)** 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;
  - (vi)** 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 Regulation D18 (e) or as otherwise directed by the groundsman;
  - (vii)** 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;

- (viii) 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
- (ix) any warming down after the conclusion of the Reserve Cup Match shall last for no longer than 15 minutes and for that purpose neither penalty area shall be used.

**E Match Officials and Technical Area Facilities**

- E1** Each Club and Football club shall provide technical areas in accordance with the Rules and the Laws of the Game.
- E2** The Match Officials for Reserve Cup 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 or Football 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 relevant Match venue at least one and a half hours prior to the scheduled time of kick-off. The Referee shall decide as to the fitness of the ground in all matches and each Home Club and Home Football 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 or Home Football club may, where weather or other conditions make it appropriate, require the Referee to visit the Match venue two hours or more before the scheduled time of kick-off of any Reserve Cup 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 from time to time.
- E10** The football proposed to be used in the Match and the replacement footballs must be submitted by the Home Club or Home Football club to and approved by the Referee before the commencement of the Match.
- E11** 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 must be made available by the Home Club or Home Football club for Reserve Cup 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 Reserve Cup Matches. Clubs or Football 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 Grounds**

- F1** Each Club and Football club participating in the Reserve Cup must, unless otherwise approved by the Board, play its Home Reserve Cup Matches at one of its Registered Grounds in respect of Reserve League Matches in accordance with the Reserve League Regulations.

**G Media Co-Operation Requirements**

- G1** At every Reserve Cup Match which is televised or in respect of which moving pictures are to be recorded by or on behalf of the Company, Home Clubs and Football 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 the Rules and/or these Regulations, 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 and Football clubs for interviews during this period (N.B. the decision whether to speak to such media remains with the individuals themselves and Clubs and Football 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 Company are suitably located for such interviews; and
- (ii) make reasonable provision for the representatives of the Visiting Clubs' and Football clubs' official websites.

- G2** At every Reserve Cup Match which is televised or in respect of which moving pictures are to be recorded by or on behalf of the Company, Clubs and Football 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 Company;
- (ii) 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
- (iii) make available at least one Official on the football management or coaching staff

of the Club or Football 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 the Rules and/or these Regulations which are broadcasting live (N.B. the SPFL's media guidelines provide 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 A3 – A18 (inclusive), B1 – B3 (inclusive), C46 - C49 (inclusive), F1 & F2, G1, G3-5 (inclusive), G7, G9-15 (inclusive), G28, G49, G53 and G54, G56-G64 (inclusive), G68-G85 (inclusive), Section H (all), I33 - I41 (inclusive), I52 – I54 (inclusive) and Section J (all) shall apply to the Reserve Cup.
- H3** Any Club/club in breach of or failing to comply with these Regulations, including any club which is a member of a Recognised League and which participates in the Competition, hereby agrees, and its participating players and Officials agree and are individually and collectively deemed to agree, to be bound by these Regulations and the Rules, in so far as relating to and applying to this Competition, and shall be liable to be dealt with and sanctioned in accordance with Section J of the Rules.
- H4** Each Club or Football club, Player, player, Trialist, Club or Football club Official, Match Official, and any other person participating in the Competition, and/or organisation and/or playing of a Competition Match, agrees to observe and be subject to, so far as concerning and/or relating to the Competition, the articles of association, protocols, procedures, rules, decisions and regulations of the Scottish FA, the Articles, Rules, these Regulations and the other Regulations and decisions of The Scottish Professional Football League and the Charter and Regulations, Rules etc. of UEFA and of FIFA, the rules, regulations and the like of any other organisation of which these bodies or the Club or Football club may be a member and each and all of them, except where they have already so submitted by agreement, agrees, including by such participation, that he, she or it submits to the jurisdiction and to the decision making authority of the Scottish FA, The Scottish Professional Football League Limited, UEFA and of FIFA. In the case of any conflict between these Regulations and such articles of association, protocols, procedures, rules, decisions regulations, Articles, Rules, Regulations and Charters then, save in the case where these Regulations confer additional rights, benefits, obligations or remedies on the person or party so submitting, such articles of association, protocols, procedures, rules, decisions regulations, Articles, Rules, Regulations and Charters shall take precedence.
- H5** The provisions of Regulations H2 and H3 are without prejudice to the provisions of the Rules which relate to or concern the same or similar matters and which Clubs, Players and Club Officials are obligated not to breach and to comply with.

**H6** Unless expressly otherwise stated, all references to individual Regulations are to Regulations in these Regulations.

**H7** The Home Club or Football club shall make and record a digital video record, both moving images and sound, of each Reserve Cup Match played at its Home ground. The standard of such video or film record shall be not less than reasonably sufficient for coaching and match analysis by professional coaching staff of each participating Club or Football club. The standard does not require to be of broadcast quality. The Home Club or Football club shall, on request and as soon as reasonably practicable, provide the Visiting Club or Football club and the Company with a copy of or access to a downloadable copy of such a video or film record. If a copy is provided it shall be on conventionally accessible media and in a readily available format.

## **I Commercial Arrangements**

**I1** In connection with the Reserve Cup, the Board shall have power to conclude and administer contracts on behalf of all Clubs participating in the Reserve Cup with commercial sponsors, broadcasters, publishers and others for the benefit of Clubs and Football clubs participating in the Reserve Cup.

**I2** Such contracts include, but are not be restricted to:

**(i)** sponsorship of the Reserve Cup;

**(ii)** Transmission, Radio Transmission, Other Transmission and recording by any means of Reserve Cup Matches;

**(iii)** commercial exploitation of the Reserve Cup, badge, emblem, and trademark in connection with the Reserve Cup; and

**(iv)** publications including sound and video recordings relating to the history and fixtures of the Reserve Cup.

**I3** The Clubs and Football 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 Reserve Cup Matches for exclusive exploitation by the Company of Radio Transmission and Transmission of Reserve Cup Matches.

**I4** Subject that a Club or Football club shall not, other than in respect of contracts entered into by the Company relating to Radio Transmission or Transmission of Reserve Cup Matches, be obliged to comply with this Regulation I4 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 and/or relating to the Reserve Cup.

**I5** The Company shall be entitled, for the purposes or contracts entered into or to be



entered into by the Company in relation to the Reserve Cup, 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 Football 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 Reserve Cup Matches, which would have the object or effect, whether intentionally or otherwise, of preventing or inhibiting the Clubs or Football 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 Reserve Cup, there shall be no and each of the Clubs and Football clubs shall in respect of a Reserve Cup 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 Reserve Cup Match without the approval of the Board.
- 18** The Clubs and Football 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 Reserve Cup in relation to Radio Transmission and/or Transmission or otherwise cause any breach thereof to occur.
- 19** The Clubs and Football 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 Reserve 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 Clubs and/or Football clubs or any third party in the Other Transmission of Reserve Cup Matches.
- 110** Where a Club or Football 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 Reserve Cup Match, other than pursuant to a contract entered into by the Company in relation to the Reserve Cup, 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 Football club concerned, within, to or which shall be capable of being received in the British Isles.
- 111** Except pursuant to a contract entered into by the Company in relation to the Reserve Cup, 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 Reserve Cup Match within any period provided for in a Commercial Contract and in any event not, in the case of a Reserve Cup Match played on a Saturday until midnight on the next day and on any other day until midnight on that day.
- 112** Clubs and Football clubs may enter into commercial arrangements or sponsorship agreements relating to their participation in the Reserve Cup provided Clubs and Football 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 Reserve Cup, any other Competition 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 Reserve Cup 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 Reserve Cup so as to require any Home Club or Football club to provide, for central exploitation, more than 12 trackside advertising spaces or equivalent at an individual Reserve Cup Match.

**J Trophy and Awards**

- J1** 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.
- J2** 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.
- J3** The winners and runners-up in the Competition will receive such awards as the Board may decide.
- J4** 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.

## **ANNEX 5**

### **THE SCOTTISH PROFESSIONAL FOOTBALL LEAGUE RESERVE CHALLENGE CUP COMPETITION REGULATIONS;**

#### **OPERATED UNDER THE TITLE OF “the SPFL Reserve Challenge Cup”**

##### **A. Competition Title and Organisation**

- A1** The Board shall operate and organise a Competition to be known as the ‘SPFL Reserve Challenge Cup’ or such other name and/or title as the Board from time to time may consider appropriate.
- A2** All Clubs participating in a division of the Reserve League other than the first division in any Season shall, subject to these Regulations, be entitled but not bound, to participate in the Reserve Challenge Cup in the same Season.
- A3** The Board shall be entitled to invite such Clubs/clubs to participate in the Reserve Challenge Cup as it deems appropriate.

##### **Participation**

- A4** Clubs which wish to participate in the Reserve Challenge Cup during a Season must so notify the SPFL Secretary in writing by not later than 1 June before the commencement of the Season. Failure to provide such written notification in a timely fashion shall mean that a Club will not be permitted, except at the discretion of the Board on cause shown, to participate in the Reserve Challenge Cup during the immediately succeeding Season.
- A5** Where these Regulations require the Board to make a determination as regards participation in the Reserve Challenge Cup the Board shall, in making its decision, have regard to what it considers to be in the best interests of the League and the Reserve Challenge Cup and may take into account such factors as it considers appropriate including the timing of the application, the Football performance of the Club or Football club in the preceding Season, including in the Reserve League, performance and participation in the Reserve League and/or other competitions of young players, including in any schemes or arrangements for the time being organised by the Scottish FA and the facilities, investment and staff engaged and deployed in the training and development of young players.

##### **B. Competition Format and Basis of Competition**

- B1** 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).

- B2** 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.
- B3** 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.

### **First Round Group Stage**

- B4** The participating Clubs/clubs shall normally be allocated by the Board, in its sole discretion, to one of two Groups based broadly on a East and West regional basis. The Board shall be entitled to create additional Groups should the number of successful applicant Clubs/clubs exceed expectations in any Season.
- B5** Each Club/club in each Group will play each other once in a 'round robin' format.
- B6** 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.
- B7** 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 (being kicks taken from the penalty mark in accordance with the procedures laid down by the International Football Association Board's Laws of the Game) shall be taken with the winners of the Penalty Kick competition being awarded 1 bonus point.
- B8** When each of the Clubs and clubs participating in each of the Groups shall have played all Group 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 criterion 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 goals scored in any Penalty Kick competition shall be excluded from determining the rankings of Clubs/clubs pursuant to this Regulation B7. The score at full time shall be taken as the final score.

#### **Final / knockout rounds**

- B9** The winner of each of the Groups identified as set out in the preceding Regulations shall contest the Final. The two Clubs/clubs shall be included in a ballot to determine home advantage. The Clubs/clubs will play a single Match at the venue of the first drawn Club. In the event that, pursuant to Regulation B3, more than two Groups are created by the Board, such number of knockout rounds as required shall be arranged by the Board.

#### **Prohibited Conduct**

- B10** Any Club or Football 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 Football 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 or Football 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 or Football 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, as the case may be, a Commission shall consider appropriate.

#### **C. Match Arrangements**

- C1** The half time interval in all Matches shall be of fifteen minutes' duration.
- C2** All Matches, including any re-scheduled Match, will be played on a date and at a time and venue determined by the Board. Reserve Challenge Cup Matches shall normally be scheduled by the Board to be played on a mid-week evening.
- C3** Reserve Challenge Cup Matches shall, unless rearranged on the application of the competing Clubs or Football clubs and with the approval of the Board, or on the instruction of the Board, be played on the dates and times scheduled at the commencement of the Season.
- C4** 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.

- C5** 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.
- C6** A Club or a Football club shall be entitled to apply to the Board for the postponement of any Reserve Challenge Cup 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 Reserve Challenge Cup Match.
- C7** Both teams shall enter the field of play together, along with the Match Officials, no later than five minutes prior to the kick-off time.
- C8** All Reserve Challenge Cup Matches shall be of 90 minutes' duration, with two equal halves of 45 minutes. However, any Reserve Challenge Cup 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** The ball or balls to be used in all Reserve Challenge Cup 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.
- C10** At and during all Reserve Challenge Cup Matches, the Home Club shall have available for use 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.
- C11** Within 2 hours of the end of a Reserve Challenge Cup Match, the Referee of that Match shall send a Match Report by fax or email, if available, to the League and to the Scottish FA containing details of the result of the Reserve Challenge Cup Match, the participating Clubs or Football clubs' team lists, the substitutes used, if any and the name of any scorers. The Referee shall, if requested by either or both of the League and/or the Scottish FA also send an original of such Match Report by first class post to the so requesting body to arrive within 3 working days of such request. The Board may from time to time determine the form of such Match Report.
- C12** No Reserve Challenge Cup Match shall be postponed except on the instructions of the appointed Match Referee or a pitch inspector or by the Board.
- C13** If a Reserve Challenge Cup 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 or Football club to immediately notify the appointed Match Officials of such postponement.
- C14** In the event of any Reserve Challenge Cup Match being postponed or not being played

or being 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.

- C15** No Club or Football 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 Reserve Challenge Cup Match on and at the appointed or rescheduled date, time and venue.
- C16** For the purposes of Regulation C15, 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 Regulation C15 notwithstanding that the Board has or may have rescheduled or later reschedules the Match concerned.
- C17** Without prejudice to any other sanctions, which may be imposed for a breach of these Regulations, any Club or Football club failing to fulfil its fixture obligations shall be liable to pay compensation for any expenses necessarily incurred by the opposing Club or Football club and/or the Company in terms of Match Official and/or any venue costs as a consequence of the failure. The amount of compensation will be at the discretion of the Board which will consider each such case on its merits.

**D. Players, Coaching and Technical Staff**

- D1** In order to be eligible to Play for a Club or Football club in a Reserve Challenge Cup Match a Player must be: -
- (iv)** League Registered with that Club or, in the case of a Football club, Scottish FA Registered with that Football club;
  - (v)** at the date of the relevant Match, the subject of a Temporary Transfer to another Club or Football club by the Club or Football club concerned; or
  - (vi)** a Trialist, as provided for in Regulation D4; and
  - (vii)** aged 16 years or more on the date of the relevant Match.
- D2** 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:

- (i) 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;
- (ii) 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
- (iii) as the first Player listed, the Player who will fulfil the role of goalkeeper in the starting 11.

**D3** If any Player (or substitute Player) named in a 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 or Football club concerned may add the name of another Eligible Player to the Match Form as a Player or a substitute Player provided that:

- (i) the most senior member of coaching staff present for that Club or Football club has certified that the injury or incapacity is such that the Player in question cannot reasonably be expected to enter the field of play;
- (ii) if the Player in question has been named in the starting eleven they may only be replaced by any of the up to seven substitutes initially listed on the Match Form. The substitute in question may only then be replaced by an Eligible Player not initially listed on the 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 an Eligible Player not initially listed on the Match Form; and
- (iv) if the Player in question is a goalkeeper and no substitute goalkeeper has been initially listed on the Match Form, the Player may be replaced by an Eligible Player not initially listed on the Match Form.

**D4** Any amendment/supplement to the Match Form pursuant to Regulation D3, shall be immediately communicated by the relevant Club or Football 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.

**D5** Provided there is compliance with the relevant provisions of the Player Regulations concerning Trialists, a maximum of four Trialists may be included on the Match Form for each Reserve Challenge Cup Match. Each of such Trialists may only be included on Match Forms as a Trialist on a maximum of five occasions in Reserve Challenge Cup Matches, by such Club or Football club during a Season.

**D6** 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.



- D7** 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.
- D8** Subject that a Club and Football Club must make all of the substitutions which it wishes to make during an individual Reserve Challenge Cup Match within a maximum of three stoppages, excluding the half-time period which shall not for this purpose be counted as a stoppage, but is a time when substitutions may be made, only up to a maximum of five nominated substitutes for any one Club or Football club may participate by taking the field of play in an individual Reserve Challenge Cup Match. A player who has been substituted in a Reserve Challenge Cup Match may not take any further part in that Match. The list of eighteen Players referred to above must include at least one recognised goalkeeper, who must start the Match.
- D9** 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 Reserve Challenge Cup Match in question.
- D10** 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 Match Form. Any such numbers and letters must be in compliance with the style and conditions approved by the Board.
- D11** One Player for each Club or Football club shall be nominated as captain for the Reserve Challenge Cup Match on the Match Form and shall wear a distinguishing armband to indicate his status. If the captain for the time being ceases to participate in a Reserve Challenge Cup Match another Player shall be designated as captain and he shall wear an armband as aforesaid.
- D12** Clubs must play in colours registered by them with the SPFL in respect of Reserve League Matches in accordance with the Reserve League Regulations.
- D13** No Club participating in a Reserve Challenge Cup 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 or Football 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 or Football club colours to be worn in the same Reserve Challenge Cup Match by both of its outfield players and its goalkeeper.
- D14** The colour of the goalkeepers' shirts in a Reserve Challenge Cup Match must, in all cases, be clearly distinguishable from the colours of the shirts worn by all outfield Players of both participating Clubs or Football clubs and from those of the Match Officials.

- D15** If so determined by the Board, the shirts of all Players in Reserve Challenge Cup 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.
- D16** The colours of clothing worn by ball attendants at a Reserve Challenge Cup Match must not be likely to cause confusion with the colours of either of the competing Clubs or Football clubs or Match Officials.
- D17** Any Club or Football club breaching or failing to carry out the provisions of any of Regulations D1 to D4 (inclusive) in relation to a Reserve Challenge Cup Match may be dealt with by means of a Defined Sanction in terms of the Rules of Procedure.
- D18** Subject to any medical or similar circumstance arising during and in relation to the Match, which shall require attendance of a member of staff away from the Match venue, each Club and Football Club participating in a Reserve Challenge Cup Match shall have in attendance for the whole of such Match at the Match Venue, a minimum of two staff members, other than Players, comprising not less than one coach (who must have or be working towards at least a B coaching license) and a person who has a current sports first aid qualification from an approved Scottish FA provider.
- D19** 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 Reserve Challenge Cup Match:
- (f)** 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 seventy-five minutes before the time of kick-off;
  - (g)** 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;
  - (h)** if portable goals are provided they shall be used for all goalkeeping drills other than crossing practice;
  - (i)** 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;
  - (j)** 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;
  - (k)** 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 Regulation D18 (e) or as otherwise directed by the groundsman;

- (l) 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;
- (m) 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
- (n) any warming down after the conclusion of the Reserve Challenge Cup Match shall last for no longer than 15 minutes and for that purpose neither penalty area shall be used.

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

- E1** Each Club and Football club shall provide technical areas in accordance with the Rules and the Laws of the Game.
- E2** The Match Officials for Reserve Challenge Cup 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 or Football 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 relevant Match venue at least one and a half hours prior to the scheduled time of kick-off. The Referee shall decide as to the fitness of the ground in all matches and each Home Club and Home Football 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 or Home Football club may, where weather or other conditions make it appropriate, require the Referee to visit the Match venue two hours or more before the scheduled time of kick-off of any Reserve Challenge Cup 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 from time to time.
- E10** The football proposed to be used in the Match and the replacement footballs must be submitted by the Home Club or Home Football club to and approved by the Referee before the commencement of the Match.
- E11** 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 must be made available by the Home Club or Home Football club for Reserve Challenge Cup 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 Reserve Challenge Cup Matches. Clubs or Football 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. Grounds**

- F1** Each Club and Football club participating in the Reserve Challenge Cup must, unless otherwise approved by the Board, play its Home Reserve Challenge Cup Matches at one of its Registered Grounds in respect of Reserve League Matches in accordance with the Reserve League Regulations.

**G. Media Co-Operation Requirements**

- G1** At every Reserve Challenge Cup Match which is televised or in respect of which moving pictures are to be recorded by or on behalf of the Company, Home Clubs and Football 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 the Rules and/or these Regulations, 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 and Football clubs for interviews during this period (N.B. the decision whether to speak to such media remains with the individuals themselves and Clubs and Football 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 Company are suitably located for such interviews; and
- (b)** make reasonable provision for the representatives of the Visiting Clubs' and Football clubs' official websites.

- G2** At every Reserve Challenge Cup 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 Company;
- (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 or Football 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 the Rules and/or these Regulations which are broadcasting live (N.B. the SPFL’s media guidelines provide 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 A3 – A18 (inclusive), B1 – B3 (inclusive), C46 - C49 (inclusive), F1 & F2, G1, G3-5 (inclusive), G7, G9-15 (inclusive), G28, G49, G53 and G54, G56-G64 (inclusive), G68-G85 (inclusive), Section H (all), I33 - I41 (inclusive), I52 – I54 (inclusive) and Section J (all) shall apply to the Reserve Challenge Cup.
- H3** Any Club/club in breach of or failing to comply with these Regulations, including any club which is a member of a Recognised League and which participates in the Competition, hereby agrees, and its participating players and Officials agree and are individually and collectively deemed to agree, to be bound by these Regulations and the Rules, in so far as relating to and applying to this Competition, and shall be liable to be dealt with and sanctioned in accordance with Section J of the Rules.
- H4** Each Club or Football club, Player, player, Trialist, Club or Football club Official, Match Official, and any other person participating in the Competition, and/or organisation and/or playing of a Competition Match, agrees to observe and be subject to, so far as concerning and/or relating to the Competition, the articles of association, protocols, procedures, rules, decisions and regulations of the Scottish FA, the Articles, Rules, these Regulations and the other Regulations and decisions of The Scottish Professional Football League and the Charter and Regulations, Rules etc. of UEFA and of FIFA, the rules, regulations and the like of any other organisation of which these bodies or the Club or Football club may be a member and each and all of them, except where they have already so submitted by agreement, agrees, including by such participation, that he, she or it submits to the jurisdiction and to the decision making authority of the Scottish FA, The Scottish Professional Football League Limited, UEFA and of FIFA. In

the case of any conflict between these Regulations and such articles of association, protocols, procedures, rules, decisions regulations, Articles, Rules, Regulations and Charters then, save in the case where these Regulations confer additional rights, benefits, obligations or remedies on the person or party so submitting, such articles of association, protocols, procedures, rules, decisions regulations, Articles, Rules, Regulations and Charters shall take precedence.

**H5** The provisions of Regulations H2 and H3 are without prejudice to the provisions of the Rules which relate to or concern the same or similar matters and which Clubs, Players and Club Officials are obligated not to breach and to comply with.

**H6** Unless expressly otherwise stated, all references to individual Regulations are to Regulations in these Regulations.

**H7** The Home Club or Football club shall make and record a digital video record, both moving images and sound, of each Reserve Challenge Cup Match played at its Home ground. The standard of such video or film record shall be not less than reasonably sufficient for coaching and match analysis by professional coaching staff of each participating Club or Football club. The standard does not require to be of broadcast quality. The Home Club or Football club shall, on request and as soon as reasonably practicable, provide the Visiting Club or Football club and the Company with a copy of or access to a downloadable copy of such a video or film record. If a copy is provided it shall be on conventionally accessible media and in a readily available format.

#### **I. Commercial Arrangements**

**I1** In connection with the Reserve Challenge Cup, the Board shall have power to conclude and administer contracts on behalf of all Clubs participating in the Reserve Challenge Cup with commercial sponsors, broadcasters, publishers and others for the benefit of Clubs and Football clubs participating in the Reserve Challenge Cup.

**I2** Such contracts include, but are not be restricted to:

- a)** sponsorship of the Reserve Challenge Cup;
- b)** Transmission, Radio Transmission, Other Transmission and recording by any means of Reserve Challenge Cup Matches;
- c)** commercial exploitation of the Reserve Challenge Cup, badge, emblem, and trademark in connection with the Reserve Challenge Cup; and
- d)** publications including sound and video recordings relating to the history and fixtures of the Reserve Challenge Cup.

**I3** The Clubs and Football 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 Reserve Challenge Cup Matches for exclusive exploitation by the Company of Radio Transmission and Transmission of Reserve Challenge Cup Matches.

**I4** Subject that a Club or Football club shall not, other than in respect of contracts entered into by the Company relating to Radio Transmission or Transmission of Reserve

Challenge Cup Matches, be obliged to comply with this Regulation 14 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 and/or relating to the Reserve Challenge Cup.

- 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 Reserve Challenge Cup, 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 Football 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 Reserve Challenge Cup Matches, which would have the object or effect, whether intentionally or otherwise, of preventing or inhibiting the Clubs or Football 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 Reserve Challenge Cup, there shall be no and each of the Clubs and Football clubs shall in respect of a Reserve Challenge Cup 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 Reserve Challenge Cup Match without the approval of the Board.
- 18** The Clubs and Football 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 Reserve Challenge Cup in relation to Radio Transmission and/or Transmission or otherwise cause any breach thereof to occur.
- 19** The Clubs and Football 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 Reserve 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 Clubs and/or Football clubs or any third party in the Other Transmission of Reserve Challenge Cup Matches.
- 110** Where a Club or Football 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 Reserve Challenge Cup Match, other than pursuant to a contract entered into by the Company in relation to the Reserve Challenge Cup, 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 Football 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 Reserve Challenge Cup, 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 Reserve Challenge Cup Match within any period provided for in a Commercial Contract and in any event not, in the case of an Reserve Challenge Cup Match played on a Saturday until midnight on the next day and on any other day until midnight on that day.
- I12** Clubs and Football clubs may enter into commercial arrangements or sponsorship agreements relating to their participation in the Reserve Challenge Cup provided Clubs and Football 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 Reserve Challenge Cup, any other Competition 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 Reserve Challenge Cup 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 Reserve Challenge Cup so as to require any Home Club or Football club to provide, for central exploitation, more than 12 trackside advertising spaces or equivalent at an individual Reserve Challenge Cup Match.

**J. Trophy and Awards**

- J1** 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.
- J2** 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.
- J3** The winners and runners-up in the Competition will receive such awards as the Board may decide.
- J4** 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.



## Annex 6

### 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 whose Under 21 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** “**Extra Time**” means an additional 30 minutes of play where to score is tied at the final whistle, operated in accordance with these Regulations and the procedures laid down by the International Football Association Board’s Laws of the Game;
- 1.5.3** “**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;
- 1.5.4** “**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;
- 1.5.5** “**Matches**” means matches and ties played or to be played in the Competition;
- 1.5.6** “**Over Age Player**” means a Player: (i) who is League Registered with the Club of a Colt Team or who is the subject of a Temporary Transfer by a Club; **and**

(ii) who was 20 or more years old on 31 December of the year before the year in which the relevant Season commences;

**1.5.7** “**Penalty Kicks**” means kicks taken from the penalty mark in accordance with these Regulations and the procedures laid down by the International Football Association Board’s Laws of the Game;

**1.5.8** “**Recognised League**” means any league recognised by the Scottish FA from time to time;

**1.5.9** “**SHFL**” means the Scottish Highland Football League;

**1.5.10** “**SLFL**” means the Scottish Lowland Football League; and

**1.5.11** “**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, assigned 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 and where a circumstance is not provided for in these Regulations, the Rules or in the Laws of the Game the matter shall proceed as determined by the Board.

**3.2** Pursuant to Regulations 4.18 and 8.7, the venue and ticket pricing for the Final shall be determined by the Board. The Board shall also have full power to determine the number of tickets that will be allocated to each Club/club participating in the Final.

**3.3** 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, Players and Match Officials 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 preceding Season;

**4.2.2** the four clubs that finished in the top four places in the SHFL in the preceding season, or such other clubs in the SHFL 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 SLFL in the preceding season, or such other clubs in the SLFL 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**”);

**4.2.7** after excluding the clubs that were promoted to the English Football League in the preceding season, the two clubs that finished highest in the English National League, or such other English clubs as the Board in its sole discretion considers appropriate (the “**English clubs**”); and

**4.2.8** 12 teams consisting of, subject to Regulation 7.5, only Players: (i) who had not attained the age of 20 years on 31 December of the year before the year in which the relevant Season commences, of Clubs entitled during the relevant Season to participate in the Premiership; or (ii) Players who had not attained the age of 20 years on 31 December of the year before the year in which the relevant Season commences and who are the subject of a Temporary Transfer by such a Club 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. In all Matches other than the Semi-Finals and Final, if the scores are equal at full-time or no goals have been scored the winner shall be determined by taking Penalty Kicks. In respect of the Semi-Finals and Final, if the scores are equal at full time or no goals have been scored, Extra Time will be played 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 24 Clubs and clubs:
- 4.9.1** the four Highland League clubs;
- 4.9.2** the four Lowland League clubs;
- 4.9.3** the 12 Colt Teams; and
- 4.9.4** four League Two Clubs (being the four Clubs that finished in the bottom four places in League Two in the preceding Season).

**4.10** The draw for the First Round shall be conducted in accordance with the following principles:

**4.10.1** the 24 Clubs/clubs shall be divided into two broadly regionalised sections – North and South- with 6 Colt Teams and 6 non-Colt Teams being allocated to each section;

**4.10.2** the Board shall, in accordance with this Regulation, determine which Clubs/clubs are allocated to which section;

**4.10.3** a seeded draw shall produce 6 Matches in each section, with non-Colt Teams being seeded and drawn against Colt Teams; and

**4.10.4** 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 28 Clubs/clubs

**4.11.1** the 12 winning Clubs/clubs from the First Round;

**4.11.2** the six remaining League Two Clubs in the relevant Season; and

**4.11.3** the 10 League One Clubs in the relevant Season.

**4.12** The draw for the Second Round shall be conducted in accordance with the following principles:

**4.12.1** the 28 Clubs/clubs shall be divided into two broadly regionalised sections – North and South;

**4.12.2** the Board shall, in accordance with this Regulation, determine which Clubs/clubs are allocated to which section;

**4.12.3** and unseeded draw shall produce 7 matches in each section; and

**4.12.4** the first Club/club drawn in each Match shall be the Home Club.

#### **Third Round**

**4.13** The draw for the Third Round shall comprise the following 32 Clubs/clubs:

**4.13.1** the 14 winning Clubs/clubs from the Second Round;

**4.13.2** the 10 Championship Clubs in the relevant Season;

**4.13.3** two Welsh clubs;

**4.13.4** the two Northern Irish clubs;

**4.13.5** the two Republic of Ireland clubs; and

**4.13.6** the two English clubs.

**4.14** The draw for the Second Round shall be conducted in accordance with the following principles:

**4.14.1** the 32 Clubs/clubs will be divided into 5 'Pots' as follows, with there being a pre-draw to determine which country shall be allocated to Pots A, B, C and D:

**4.14.1.1** Pot A, B,C or D: the two Welsh clubs, the two Northern Irish clubs, the two English clubs or the two Republic of Ireland clubs;

**4.14.1.2** Pot A, B,C or D: the two Welsh clubs, the two Northern Irish clubs, the two English clubs or the two Republic of Ireland clubs;

**4.14.1.3** Pot A, B,C or D: the two Welsh clubs, the two Northern Irish clubs, the two English clubs or the two Republic of Ireland clubs;

**4.14.1.4** Pot A, B, C or D: the two Welsh clubs, the two Northern Irish clubs, the two English clubs or the two Republic of Ireland clubs;

**4.14.1.5** Pot E: the remaining 26 Clubs/clubs eligible to participate in the Second Round in accordance with Regulation 4.13.

**4.14.2** the first Match will be determined by drawing one club from Pot A and one Club/club from Pot E, with the club drawn from Pot A being the Home Club;

**4.14.3** the second Match will be determined by drawing one Club/club from Pot E and one club from Pot A, with the Club/club drawn from Pot E being the Home Club;

**4.14.4** the third Match will be determined by drawing one club from Pot B and one Club/club from Pot E, with the club drawn from Pot B being the Home Club;

**4.14.5** the fourth Match will be determined by drawing one Club/club from Pot E and one club from Pot B, with the Club/club drawn from Pot E being the Home Club;

**4.14.6** the fifth Match will be determined by drawing one club from Pot C and one Club/club from Pot E, with the club drawn from Pot C being the Home Club;

**4.14.7** the sixth Match will be determined by drawing one Club/club from Pot E and one club from Pot C, with the Club/club drawn from Pot E being the Home Club;

**4.14.8** the seventh Match will be determined by drawing one club from Pot D and one Club/club from Pot E, with the club drawn from Pot D being the Home Club;

**4.14.9** the eight Match will be determined by drawing one Club/club from Pot E and one club from Pot D, with the club drawn from Pot E being the Home Club; and

**4.14.10** the remaining 8 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 – Fourth Round, Quarter Finals and Semi Finals**

**4.15** The 16 winners of the Third Round shall contest the Fourth Round. The Fourth Round Matches are determined by means of an unseeded draw, with the first Club/club drawn in each Match being the Home Club.

**4.16** The eight winners of the Fourth 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.

**4.17** 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**

**4.18** 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**

**4.19** All Matches, including any re-scheduled Match will be played on a date and at a time determined by the Board.

**4.20** In the event that the Board considers it appropriate the Board shall be entitled to schedule and/or re-schedule the date and/or time of any Match and to determine the venue and/or change the venue for any Match.

**4.21** 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.

**4.22** 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.

**4.23** 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.

**4.24** 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.

- 4.25** 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.
- 4.26** No Match shall be postponed except on the instructions of the appointed Match referee, the pitch inspector or the Board.
- 4.27** If a Match is postponed other than by the Board, such postponement shall be reported to the Secretary immediately by the appointed Match referee.
- 4.28** 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.
- 4.29** 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 and Match Officials 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.
- 4.30** 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 same 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.

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:

- 5.3.1 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;
- 5.3.2 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;
- 5.3.3 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

**5.3.4** 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 5.3 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.

**5.4** Six team Officials plus the Club Doctor, 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 14 persons. The names of all such persons and their functions must be listed on the Match Form pursuant to Regulation 5.2.

**5.5** 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.

**5.6** Substitutes who are warming up in the area designated pursuant to Regulation 5.5 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 and subject to Regulation 7.5, only Players who:
- (i)** are not Over Age Players, and

(ii) are League Registered with the Club of the relevant Colt Team or who are the subject of a Temporary Transfer from that Club and who are permitted by the Player Regulations to Play for their transferor Club in the Competition,

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, hereby agrees, and its participating players and Officials agree and are individually and collectively deemed to agree, 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 Section J of the Rules.

**7.9** Each Club or Football club, Player, player, Trialist, Club or Football club Official, Match Official, and any other person participating in the Competition, and/or organisation and/or playing of a Competition Match, agrees to observe and be subject to, so far as concerning and/or relating to the Competition, the articles of association, protocols, procedures, rules, decisions and regulations of the Scottish FA, the Articles, Rules, these Regulations and the other Regulations and decisions of The Scottish Professional Football League and the Charter and Regulations, Rules etc. of UEFA and of FIFA, the rules, regulations and the like of any other organisation of which these bodies or the Club or Football club may be a member and each and all of them, except where they have already so submitted by agreement, agrees, including by such participation, that he, she or it submits to the jurisdiction and to the decision making authority of the Scottish FA, The Scottish Professional Football League Limited, UEFA and of FIFA. In the case of any conflict between these Regulations and such articles of association, protocols, procedures, rules, decisions regulations, Articles, Rules, Regulations and Charters then, save in the case where these Regulations confer additional rights, benefits, obligations or remedies on the person or party so submitting, such articles of association, protocols, procedures, rules, decisions regulations, Articles, Rules, Regulations and Charters shall take precedence.

**7.10** The provisions of Regulations 7.8 and 7.9 are without prejudice to the provisions of the Rules which relate to or concern the same or similar matters and which Clubs, clubs Players and Club Officials are obligated to comply with.

**7.11** Any failure to comply with a provisions of these Regulations and/or with a provision of the Rules which is by its terms applicable to the circumstances arising in this Competition shall constitute a breach of the Rules and shall be determined and any sanction applied in accordance with 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 the Board, after consultation with the participating Clubs/clubs, will determine ticket pricing. 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, if any, and the name of any scorers.

### **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:
- (i) sponsorship of the Competition;



- (ii) Transmission, Radio Transmission, Other Transmission and recording by any means of the Matches;
  - (iii) commercial exploitation of the League's name, badge, emblem, and trademark in connection with the Competition; and
  - (iv) 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:
- (i)** admit the sponsor to its ground for the purpose of photographing any match;
  - (ii)** 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;
  - (ii)** acknowledge the sponsor on the cover of the Match day programme;

- (iv) acknowledge the sponsor in at least one public address announcement prior to the Match;
- (i) make available one page of advertising or editorial material in the Match day programme;
- (ii) 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;
- (iii) provide suitable hospitality for the sponsors and their guests as directed by the Board in terms of the sponsorship agreement or agreements, and
- (iv) 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.

**13.16** Clubs and clubs shall be entitled to generate audio-visual coverage of Matches in the Competition in which they participate subject that they may only broadcast and exploit such coverage by means of Other Transmission as if the Match were a League Match and was governed by and subject to the Rules. Where a Club or club is the Visiting Club and wishes to generate such audio-visual coverage the Home Clubs shall afford the Visiting Club accreditation for the members of its media team at the Match and the use, without additional charge, of the available physical facilities, including electronic communication facilities requested by the Visiting Club.

## **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:

- (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 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

- (ii) 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:

- (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 “Handshake”, if any, 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/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 A3-A18 (inclusive), B1-B3 (inclusive), C46-C49 (inclusive), F1& F2, G1, G3-G5 (inclusive), G9-15 (inclusive), G28, G46-47 (inclusive), G52–G64 (inclusive), G68-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**

All Clubs/clubs competing in the competition:

Adult - £10.00; and

Juveniles and Senior Citizens - £5.00 (subject that the Home Club may decide to permit entry to the Match to all U12s without charge).

## Annex 7

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><i>H33.1 good order and security;</i></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> <p><b>H34</b>    <b>Each Club must ensure, so far as is reasonably practicable, that:</b></p> <p><b>H34.1</b>    <b>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;</b></p> <p><b>H34.2</b>    <b>it identifies any of its supporters who engage in Unacceptable Conduct at an Official Match; and</b></p> <p><b>H34.3</b>    <b>it takes proportionate disciplinary measures in respect of supporters so identified in terms of Rule H34.2.</b></p> <p><b>H35</b>    <b>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.</b></p>
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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>22</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>23</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 to the control of a police match commander and decisions taken by other public authorities.<sup>24</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.

#### **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;

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<sup>22</sup> SPFL Rule A4

<sup>23</sup> SPFL Rule H38

<sup>24</sup> SPFL Rule H36

- (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>25</sup> in advance of such an Official Match.

## **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;

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<sup>25</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.

- (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>26</sup>
- 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.

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<sup>26</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.

## **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 8**

### **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 and/or Regulations;

**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 3 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), 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. Pre-Hearing Procedures**

- 2.1** In the event that the Board, or body or person with delegated authority from the Board, shall decide that it is appropriate that there should, in terms of Rule J5, be a determination as to whether there has been a breach of and/or failure to fulfil the Rules and/or Regulations then, subject to Rule of Procedure 2.8, the following pre-hearing procedures should ordinarily be followed.

- 2.2** The Secretary or another person appointed by the Secretary or, in his absence, the Chief Executive, should write to the Club and/or other person or party alleged to have breached and/or failed to fulfil the Rules and/or Regulations notifying the breach and/or failure alleged against such Club, person or party (“Notice of Complaint”).

- 2.3** A Notice of Complaint should contain a brief description of the alleged breach of and/or failure to comply with the Rules and/or Regulations.

- 2.4** A Tribunal shall not be constrained, limited or confined by any description, provided for in Rule of Procedure 2.3, or by any specification of individual Rules and/or Regulations in the Notice of Complaint and shall be entitled to make such factual findings based on the evidence available to it and determinations as regards and in terms of the Rules and Regulations as it shall think appropriate.

- 2.5** Provided the alleged breach of and/or failure to fulfil the Rules and/or Regulations comprised in the Notice of Complaint concerns a Competition which is not the League, a Play-Off Competition, the League Cup and/or the Challenge Cup and does not concern a breach of and/or failure to fulfil the Rules and/or Regulations which in terms of the Rules must be determined by a Commission, the Notice of Complaint may include a proposal that if the Club and/or other person or party alleged to have breached and/or failed to fulfil the Rules and/or Regulations accepts that breach of and/or failure to fulfil the Rules and/or Regulations was committed by it, him or her then a Defined Sanction, as described in Rule of Procedure 2.6, specified in the Notice of Complaint, shall be imposed without the necessity of there being a hearing or other procedure or further consideration of the alleged breach of and/or failure to fulfil the Rules and/or Regulations set out in the Notice of Complaint.

- 2.6** A Defined Sanction may comprise a warning as to future conduct, a reprimand and/or a fine up to a maximum of £500 and may make such provision for time to pay, may defer payment for such period or until such event as shall be considered appropriate and/or may suspend payment of all or any part of such fine for such period and/or on such conditions as is considered appropriate.

- 2.7** Where a Notice of Complaint includes a proposed Defined Sanction, it shall specify the period within which the relevant Club, person or party may accept the proposal. If, within the specified time the proposed Defined Sanction is accepted in writing by or on behalf of the relevant Club, person or party then the alleged breach of and/or failure to fulfil the Rules and/or Regulations is deemed established and the Defined Sanction is deemed to have been imposed by the Board, all as if determined by it in terms of Rule J5. In the event that a proposed Defined sanction is not accepted in writing within the specified period then it is deemed to have been rejected. The rejection, whether express or deemed, of a proposed Defined Sanction shall not be taken account of for any purposes in the further proceedings in relation to an alleged breach and/or failure to fulfil the Rules and/or Regulations.
- 2.8** The Board or, where appointed by the Board, a Commission, or, when appointed, the chairman of a Tribunal or a Tribunal, may decide that alternative or supplementary pre-hearing procedures should be adopted in substitution for and/or in supplement of Rules of Procedure 2.2 to 2.7 inclusive.

### **3 Hearing Procedures**

- 3.1** 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.
- 3.2** 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.
- 3.3** 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.
- 3.4** Parties appearing before a Tribunal may present evidence by oral or written statement, produce original documents or copies, refer to them and call witnesses.
- 3.5** 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.



- 3.6** 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.
- 3.7** 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.
- 3.8** 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.
- 3.9** 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.
- 3.10** A Tribunal shall conduct its deliberations in private.
- 3.11** A Tribunal may reconvene and announce any decision orally to the party or parties.

## Annex 9

### 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
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RESULT	HALF TIME	FULL TIME	AFTER EXTRA TIME	KICKS FROM PENALTY MARK	goals
_____ 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 10

### **PLAYING KIT RULES**

**These Rules are made by the Board in terms of Rules G46 and G64.**

#### **1 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>.

#### **2 SHIRT SLEEVES**

*Rule 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.*

The RIGHT sleeve on each shirt of all Players in a League Match and Play-Off Match must carry the logo designated by the League or League sponsor.

The LEFT sleeve on each shirt of all Players in a League Match and Play-Off Match may carry a Club sponsor or advertiser. The area of the sponsor or advertiser should not exceed 100cm<sup>2</sup>. It is recommended that the height of the left sleeve sponsor area does not exceed 10cm.

If a Club does not wish to use the left sleeve for a sponsor or advertiser at the time of the first league match, the left sleeve area can be left blank and a sponsor can be added during the season at such time that a commercial sponsor is arranged by the Club.

#### **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.

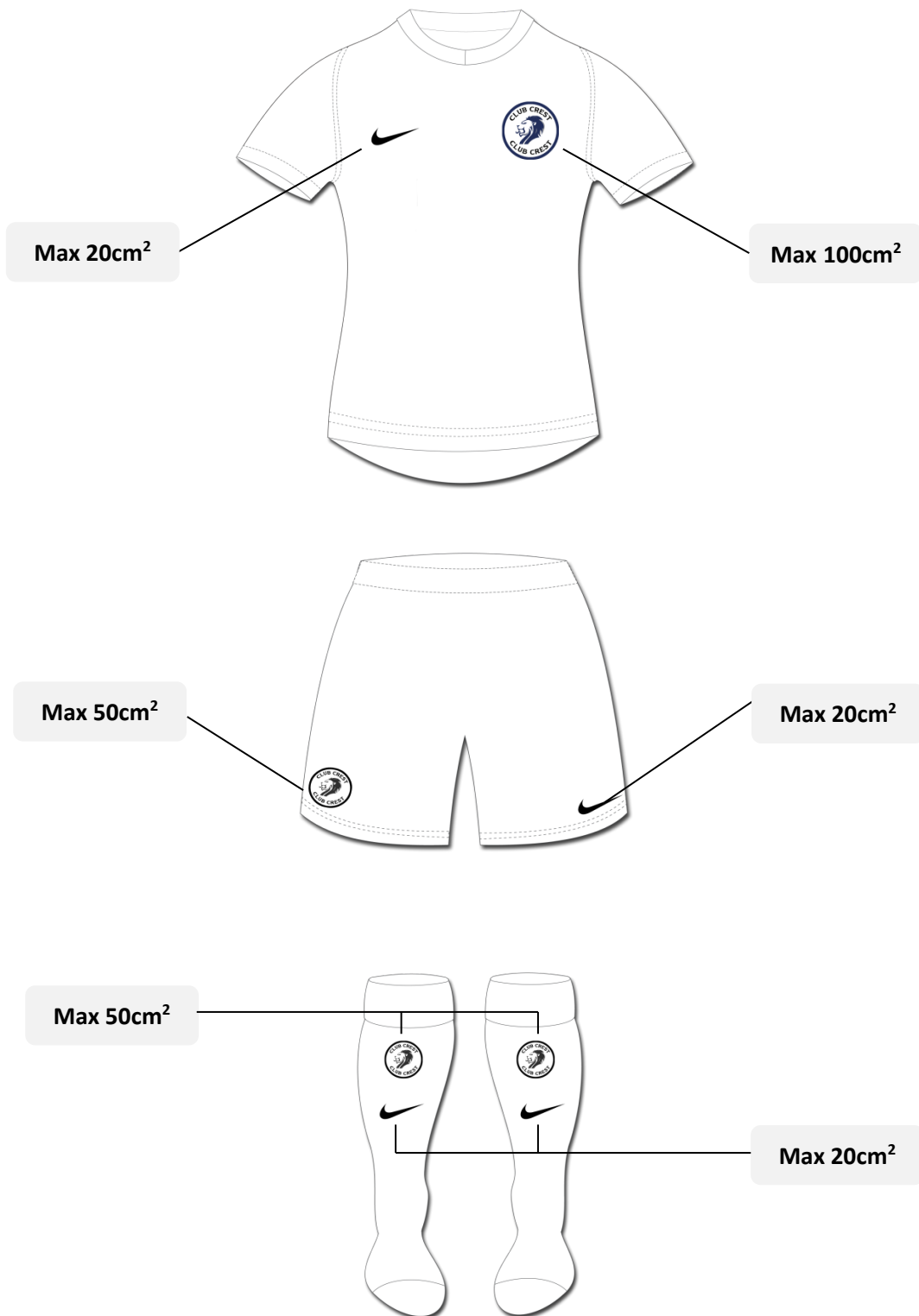
## **6 THE SOCKS**

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>).

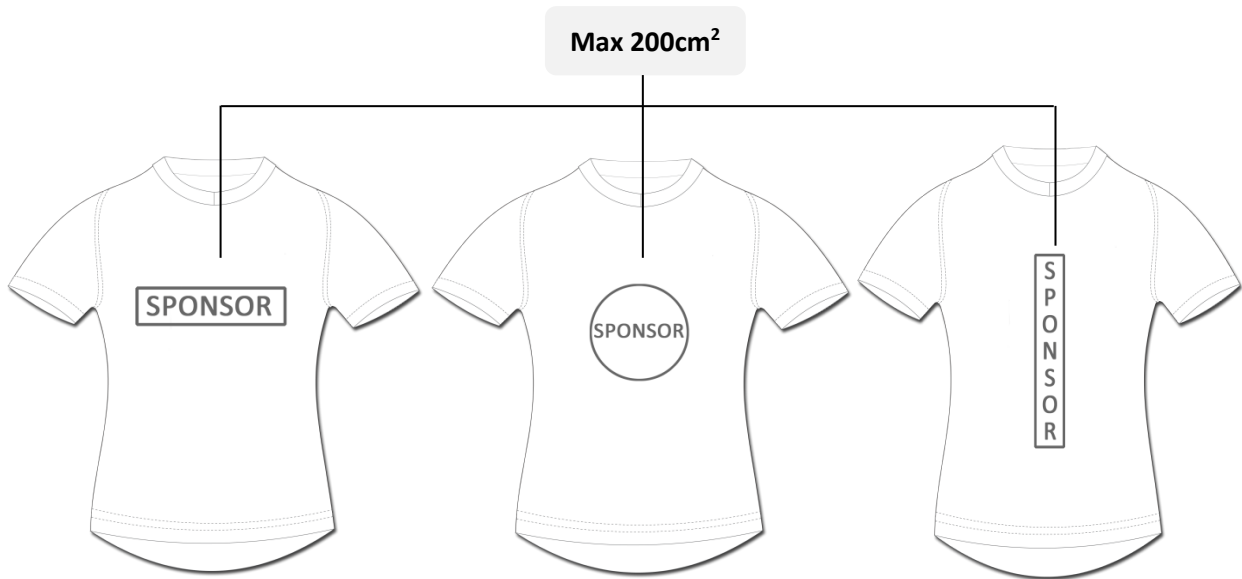
The space available to a sponsor or advertiser is a total area of 100cm<sup>2</sup> on each sock. For clarity of the sponsor it is recommended that the logo is used in a portrait manner rather than landscape. The same sponsor or advertiser must be used on both socks.



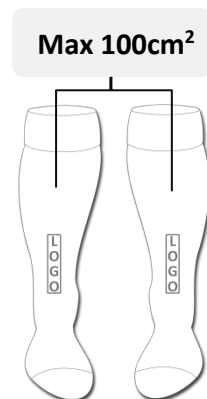
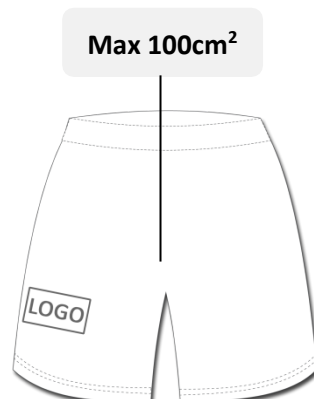
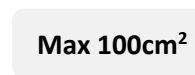
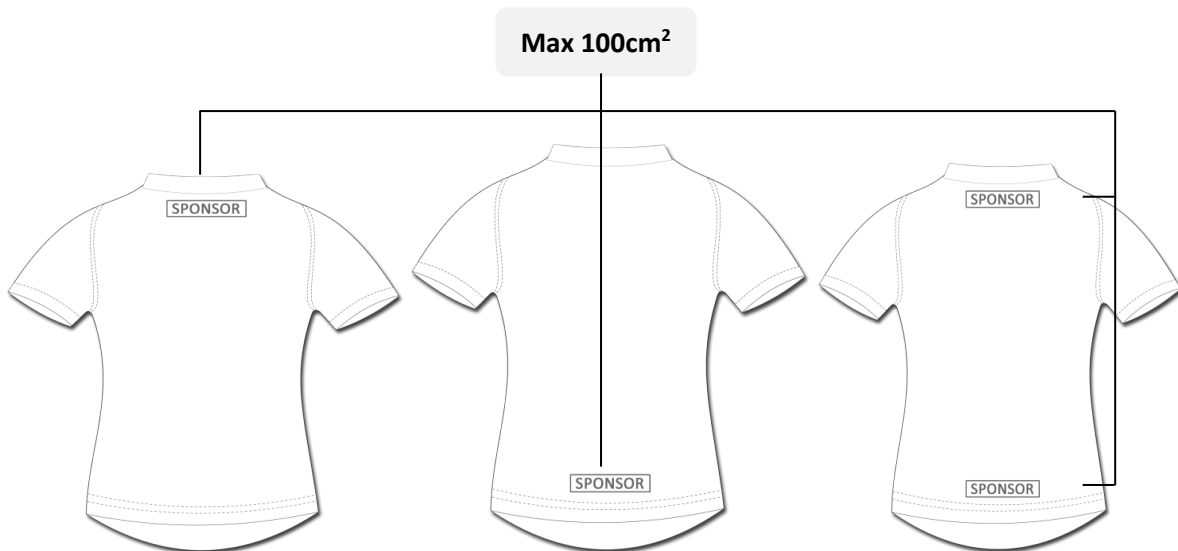
7 **CLUB CREST and MANUFACTURER'S IDENTIFICATION**



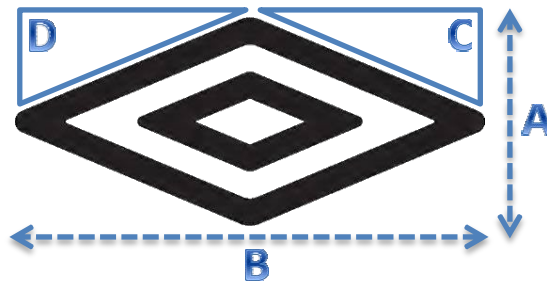
## 8 SPONSORSHIP DESIGNATION



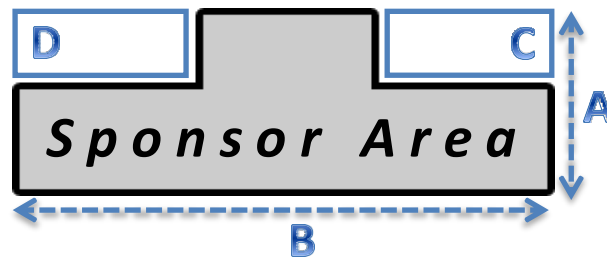
*Vertical Sponsor can be centre, left or right.*



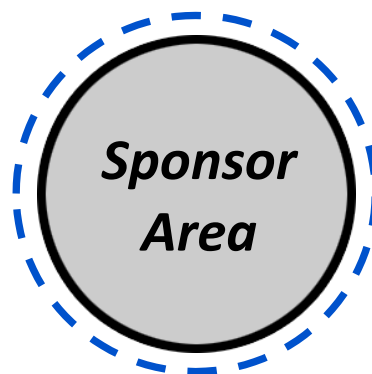
9 MEASUREMENT GUIDE



(A multiplied by B less C + D)



(A multiplied by B less C + D)



(Circular sponsor advertising will be measured as  $\pi r^2$ )

## **Annex 11**

### **Covid 19 - Requirements and Testing Regulation**

This Regulation is made by the Board pursuant to the powers of the Board comprised in the Articles and Rules and, without prejudice to the forgoing generality, Articles 103.1, 103.2, 103.4, 103.7 and 103.9.

Further, and in any event, the circumstances of the Coronavirus pandemic and the dangers to human health and wellbeing of Covid-19 (together Coronavirus and Covid-19 are herein referred to as “the disease”) are such that it is appropriate that the Board imposes the requirements and makes the directions set out herein, and that such requirements and directions, as may be amended from time to time by the Board, shall continue and remain in effect for so long as it is considered by the Board that it is appropriate so to do.

#### **1. Social Distancing and Hygiene Principles**

In general, social distancing within stadia is considered the most effective way to minimise the risk of transmitting the disease together with hygiene best practices such as regular hand-washing.

At all Official Matches, a two metres social distance must be respected within the stadium at all times, and in no case less than the guidance from time to time recommended by the Scottish Government.

Strict distancing measures must be applied between the teams and officials as well as all other groups of persons involved at the stadium. Home Clubs must ensure that all Scottish Government, Health Authorities, Licensing Authorities and Scottish FA compulsory and recommended measures and procedures relating to or concerning the disease are put in place, are maintained and are complied with on the occasion of an Official Match at its Home Ground.

#### **2. Matches Behind Closed Doors or with Limited Attendance**

If an Official Match is ‘played behind closed doors’, the Home Club must ensure that no member of the general public may be admitted to the stadium. Only officials, persons with a working function and accredited media/journalists are permitted to be in the stadium.

The total number of persons (teams, officials and working staff) permitted to be in the entire stadium premises at one time may be limited depending on several factors, including:

- a) any regulatory restrictions or limits applied to the event;
- b) the size of the stadium (affects stewarding and technical staff members in particular);
- c) the scale of the broadcast operation;

- d) the space available to media; and
- e) any persons or groups of persons who may be authorised by the regulatory and/or licensing authorities, the Company and/or the Scottish FA to be present in the stadium. This includes a limited number or percentage of supporters and other persons in attendance for the principal purpose of viewing the Official Match, as permitted by the Scottish Government, in which case the Official match shall be a limited attendance match and all of the provisions of this Regulation shall continue to apply.

The staffing level must be adapted to stadium layout and competition needs. In all cases, the number of staff required to operate the stadium, organise the match and deliver the commercial and broadcast obligations must be limited to the minimum necessary whilst still complying with the stadium safety certificate. It being recognised that the numbers of such persons so present will rise where there is a higher number of persons present as provided in e) above.

### 3. Testing

**3.1** It is recognised that social distancing and other infection prevention measures may not be possible in all circumstances, not least between the opposing team players during an Official Match as well as between a teams of players and technical staff of the same Club. For this reason, the Scottish FA has implemented a rigorous Testing (defined below) programme to increase security and confidence for everyone involved in football in Scotland. All Clubs must comply with the Testing, social distancing and other infection prevention and control measures specified from time to time by the Scottish FA.

The provisions of the following Regulations are concerned with the specific requirements and procedures relating to sample collection, Testing and results management during the period prior to and at an Official Match (“**relevant Official Match**”).

#### 3.2 Testing Type and Definition

To ensure the highest testing quality for the Disease, each member of the Target Groups 1 & 2, set out in Regulation 3.5, for each relevant Official Match, must be subject to SARS-CoV-2-RNA (nasopharyngeal and oropharyngeal swab + PCR) tests. A positive test is defined by detection of particles of viral RNA (genes) (“**Testing**” and the words “**Test**”, “**Tested**” and the like shall be so understood).

#### 3.3 Sample Collection and Laboratory Diagnostics Service Providers

Each Club must appoint one or more laboratory diagnostics service provider(s) (“**Testing Service Provider(s)**”) as the entity(ies) in charge of Testing for relevant Official Matches in which the Club is a participant. Each Club may collect or make arrangements for the collection of samples and the onward transmission on its behalf, except where samples are collected and/or transported by a relevant Testing Service Provider, of collected samples to the relevant Testing Service

Provider.

- 3.4** Each member of Target Groups 1 & 2 must comply at all times with the instructions of its Club and of the relevant Testing Service Provider in relation to the implementation of efficient procedures for sample collection, sample delivery, analysis of samples and results management.

### **3.5 Target Groups**

Each Club must ensure that all of the members of each of Target Groups 1 & 2 are subject to sample collection and Testing in accordance with these Regulations, in advance of each relevant Official Match:

**Target Group 1:** all Players potentially participating in the relevant Official Match which as a minimum includes all Players listed or who may be listed on the Scottish Professional Football League - Match Information Form for each Club which is a participant in the relevant Official Match. This includes all Players in attendance for a participating Club at the relevant Official Match, whether intended or not intended to be a participant in the relevant Official Match.

**Target Group 2:** Club football, technical and operational staff such as managers, coaches, assistants, physiotherapists, doctors, other persons who may, as part of their work duties on the occasion of a relevant Official Match, have physical contact with or be within 2 metres of a Player participating in such relevant Official Match,

(together the “**Target Groups 1 & 2**”)

### **3.6 Testing Prior to an Official Match**

Each Club participating in an Official Match **must ensure** that those persons present at an Official Match **in Target Groups 1 & 2 have provided a sample for Testing within the 168 hours preceding the scheduled kick-off of the relevant Official Match, which has subsequently Tested negative**, with no later positive Test result.

For example, if the relevant Official Match is scheduled to kick-off on a **Saturday at 3pm**, then the sample collection for Testing of Target Groups 1 & 2 for that relevant Official Match must have taken place **not earlier than 3pm on the immediately preceding Saturday**, for a **Sunday kick-off at 3pm the earliest date and time for sample collection is the immediately preceding Sunday at 3pm**, and, if the relevant Official Match is scheduled to kick-off on a **Wednesday at 7.45pm**, then the sample collection for Testing of Target Groups 1 & 2 for that relevant Official Match must have taken place **not earlier than 7.45pm on the immediately preceding Wednesday**.

#### 4. Official Match Testing Schedule and Results.

Each Club intending to participate and participating in a relevant Official Match **must:**

- 4.1 **ensure**, that those persons comprised in each of **Target Groups 1 & 2** are each Tested in accordance with Regulations 3.5 and 3.6 above and that their respective Test results are made available as set out in Regulations 4.3 to 4.5 (inclusive):
- 4.2 **ensure** that there is **the time and resources required to organise and implement the sample collection, delivery logistics, Testing and to deliver copies of the results to the persons and parties referred to in this Regulation 4**, all on and by the days and times specified in Regulations 4.3 to 4.5 (inclusive), 5.2 and 5.3;
- 4.3 **send** to the Company, **by not later than 12 noon on the day two days immediately preceding the day of the relevant Official Match**, e.g. for a relevant Official Match scheduled to kick-off on a Saturday not later than noon on the immediately preceding Thursday, copies of each and all of the **individualised negative Test results** for the sample collection and Testing required by Regulations 3.5 and 3.6, **in the form provided, by the relevant Testing Service Provider** to the relevant Club, of all the persons comprised in Target Groups 1 & 2 for the Club concerned in relation to the relevant Official Match, **which results must specify the date and time of sample collection in the case of each individual Tested;**
- 4.4 **procure** that each of the **Company and the Scottish FA are provided, on written request, and in not more than 24 hours from receipt by the Club of such a request** from either of them, with copies of each and all or specified individuals or groups of individuals, **of individualised negative and positive Test results which results must specify the date and time of each relevant sample collection**, in the form provided by the relevant Testing Service Provider to the Club, of each and all, or otherwise as may be specified, of the persons at or connected with such Club who have been so Tested; and
- 4.5 **procure** that the Scottish FA is advised by telephone call or text or equivalent messaging system, to a senior official of the Scottish FA, with a copy of the relevant individualised positive Test result, in the form provided by the relevant Testing Service Provider to the Club, to follow as soon as possible thereafter, **immediately on being advised by and on receipt by the relevant Club, of a positive Test result** detected and reported by the relevant Club's Testing arrangements.

#### 5. Management of Test Results

- 5.1 In view of the pandemic circumstances, to safeguard the health of all persons involved in Official Matches and the general public, **only those persons in Target Groups 1 & 2 who have provided a sample for Testing within the 168 hours preceding the scheduled kick-off of the relevant Official Match, which has**

**subsequently Tested negative**, with no later positive Test result, **may travel to, attend at or take part in an Official Match**.

- 5.2 Visiting Clubs must provide to the Home Club at each relevant Official Match: individualised written confirmation of a negative Test result**, issued by the relevant Testing Service Provider of the Visiting Club, where relevant **samples were taken for Testing within the 168 hours preceding the scheduled kick-off of the relevant Official Match** for each person in Target Groups 1 & 2, comprised in the Visiting Club's party, in order to be granted access by the Home Club to the Home Ground. Any person not in possession of such individualised written confirmation **must** not be permitted by the Home Club to enter the Home Ground.
- 5.3** Each Club **must**, if requested to do so by the **referee** and/or the Company **match delegate** (if appointed) of and to a relevant Official Match, produce to each or both of the relevant person(s) making such request, **individualised written confirmation of a negative Test result**, issued by the relevant Testing Service Provider of the relevant Club, where the relevant **sample was taken within the 168 hours preceding the scheduled kick-off of the relevant Official Match** for each such person, in Target Groups 1 & 2, comprised in the Visiting Club's party and/or present for the Home Club at the Home Ground.
- 5.4 Each Club must ensure** that **no person who has Tested positive, travels to and/or gains entry to the Home Ground, or takes part in an Official Match, unless** and until he or she has **subsequently Tested negative** and provides to the Company a copy of an **individualised written confirmation of a negative Test result**, issued by a Testing Service Provider appointed by his relevant Club or such written confirmation issued by or on behalf of NHS Scotland.
- 5.5** Test results are not subject to challenge.

## **6. Previous Confirmed Cases**

It is recognised that those who have recovered from COVID-19 may still be at risk of delivering positive PCR test results, despite having no contagion risk nor virus symptoms. Participants from Target Group 1 or 2 who have verified confirmation that they have now recovered from the disease are invited to submit documentation of this to the Scottish FA, including the date of diagnosis of the disease, complete relevant medical history and any other medical documents in this context, e.g. SARS-CoV-2-RNA test results and/or any other laboratory tests. This must be provided at least one week before the Clubs next relevant Official Match. This information will then be analysed by the Scottish FA which may provide recommendations to the Club concerned and to the Company as to the possible steps to be taken.