

**As at 15 January 2026**

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

## **Contents**

<b>A General</b> .....	<b>6</b>
Name .....	6
Alterations to Rules.....	6
Severability.....	6
Definitions and Interpretation .....	6
Board and Chief Executive .....	18
General Meetings.....	18
Designation of Rules by Numbering and Lettering .....	19
<b>B Membership of The League</b> .....	<b>20</b>
Relationship between Clubs and the League.....	20
Agreement on Compliance with Applicable Rules, Statutes and Regulations .....	20
Commitment to National teams .....	21
Scottish Cup and League Cup Competitions .....	21
Other Football Competitions .....	21
Committees, Sub-Committees and Working Parties .....	21
<b>C The League and Other Competitions</b> .....	<b>23</b>
Membership of the Company, Divisional Membership, Promotion and Relegation .....	23
League Ranking at the End of a Season .....	23
Entitlement to Participate in Divisions .....	25
The Premiership .....	26
Promotion and Relegation as between the Championship, League One and League Two	27
The Premiership/Championship Play-Off Competition .....	27
The Championship/League One and League One/League Two Play-Off Competitions .....	30
Pyramid Play-Off Competition .....	32
Allocation of Points in League Matches.....	32
Determination of League etc. Position in Case of Equality of Points .....	32
Champion Clubs .....	33
Football and Competition Rules.....	34

League Cup Competition.....	34
Reserve League .....	34
Competitions.....	35
Regulations.....	35
UEFA Competitions .....	35
Club Ceasing to Operate, Participate in and/or be a Member of the League .....	35
<b>D Clubs.....</b>	<b>36</b>
Membership Criteria .....	36
Inducement to breach Contracts .....	38
<b>E Club Financial Arrangements .....</b>	<b>40</b>
Insolvency.....	40
Default in Player and Football Manager/Coaching Staff Remuneration .....	43
HMRC Obligations and Reporting .....	44
Inspection of Financial Records .....	45
No Overdue Payables and Compliance with Employee Remuneration Requirements.....	49
<b>F Players.....</b>	<b>53</b>
Registration and Eligibility .....	53
Compensation .....	53
<b>G Fixtures and Match Officials .....</b>	<b>57</b>
Fixtures.....	57
Postponement and International Selection .....	57
Match Officials .....	57
Kick-off Times.....	57
Half-time Interval .....	58
Duration of Matches .....	58
Teams for League Matches and Play-Off Matches .....	58
Laws of the Game.....	58
List of Players .....	58
Substitution and Extra-Time .....	60
Player Identification .....	64
Clubs to Register Colours .....	65
Clashes of Colours .....	66
Shirts to Bear Logo(s) .....	67

Match Balls.....	67
Match Report .....	67
Postponement and Abandonment of Matches .....	68
Non-fulfilment of Fixture Obligations .....	68
Attendance of Medical Practitioners and Others .....	68
Head Injuries .....	69
Pre-Arranging Results.....	69
Shirt Advertisements and Televised Matches .....	69
Match Officials .....	70
List of Referees.....	70
List of Assistant Referees .....	70
Appointment of Referees and Assistant Referees.....	70
Misconduct.....	70
Retainers and Allowances for Referees and Assistant Referees .....	70
Illegal Payments to Referees and Assistant Referees.....	71
Referee to Visit Ground Early During Bad Weather or at Request of Home Club.....	71
Pitch Report.....	71
Assistant Referees' Flags.....	71
Choice of Football to be Used.....	71
Video Assistant Refereeing .....	72
Ball Attendants' Clothing .....	76
Substitution and Time Remaining Boards.....	76
<b>H Stadia .....</b>	<b>78</b>
Technical Area Facilities .....	78
Covered Stadia .....	78
Pitches and Surfaces .....	78
Pitch Protection.....	79
Pitch Condition.....	80
Registration of Ground.....	81
Pitch Dimensions.....	82
Waiver, Relaxation and Period of Grace .....	82
Ground Safety, Behaviour at Matches and Damage to Stadia .....	83
Unacceptable Conduct.....	83
Damage to Stadia .....	85

Giant Screens and LED Perimeter Boards .....	87
Appendices.....	87
<b>I Commercial, Broadcast and Sponsorship .....</b>	<b>88</b>
Media Co-operation Requirements .....	88
Operating Expenses .....	88
Commercial Contracts, Broadcasting and Transmission .....	88
Fixture Lists etc .....	102
Admission Prices, Admission to Grounds and Ticket Distribution.....	103
Press and Media Facilities .....	104
Defaulting Clubs .....	104
Expert Determination .....	105
Definitions and Interpretation .....	106
<b>J Inquiries, Commissions, Adjudications and Appeals.....</b>	<b>108</b>
Powers of the Board and Section J Tribunals .....	108
Power of Inquiry.....	109
Power of Determination .....	110
Determination of Disputes.....	110
The Panel.....	110
Advice.....	111
Representation.....	111
Rules of Procedure .....	111
Offer of Sanction .....	112
Sanction Agreement.....	112
Decisions .....	113
Appeal to the Judicial Panel .....	113
<b>K Miscellaneous.....</b>	<b>115</b>
Confidentiality.....	115
Scottish FA Congress .....	115
Dual Interests .....	115
<b>APPENDIX 1 - Code of Practice for Use of Giant Screens .....</b>	<b>116</b>
<b>APPENDIX 2 - Code of Practice for Use of LED Perimeter Boards.....</b>	<b>118</b>
<b>APPENDIX 3 - Outturn position for Season 2019/2020.....</b>	<b>120</b>
<b>APPENDIX 4 - Code of Conduct for Under 18 Players .....</b>	<b>123</b>

<b>APPENDIX 5 - Media Co-Operation Requirements .....</b>	<b>125</b>
<b>APPENDIX 6 – Style Match Information Form.....</b>	<b>126</b>
<b>APPENDIX 7 – Player Age Criteria.....</b>	<b>128</b>
<b>ANNEX 1 - Player Regulations .....</b>	<b>129</b>
<b>ANNEX 2 - The Scottish Professional Football League Cup Competition Regulations .....</b>	<b>145</b>
<b>ANNEX 3 - The Scottish Professional Football League Challenge Cup Competition Regulations.....</b>	<b>170</b>
<b>ANNEX 4 - Guidance by the Scottish Professional Football League Limited to Clubs on Unacceptable Conduct at a Stadium on the occasion of an Official Match .....</b>	<b>195</b>
<b>ANNEX 5 - Rules of Procedure.....</b>	<b>202</b>
<b>ANNEX 6 - Pyramid Play-off Competition Rules .....</b>	<b>207</b>
<b>ANNEX 7 - Playing Kit Rules .....</b>	<b>226</b>
<b>ANNEX 8 - Video Assistant Referee Protocol .....</b>	<b>231</b>
<b>ANNEX 9 – Scottish FA Club Cooperation Regulations .....</b>	<b>251</b>

## **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;

**“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;

**“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 an 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 Chair, 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;

**“Chair”** means the Chair 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;

**“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 chairs, 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, in the League’s standard professional contract form, for part-time or full-time Players, as determined by the Board from time to time, 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;

**“Cooperation Agreement”** has the meaning given to “cooperation agreement” in the Scottish FA Club Cooperation Regulations;

**“Cooperation Club”** has the meaning given to “cooperation club” in the Scottish FA Club Cooperation Regulations;

**“Cooperation List”** has the meaning given to “cooperation list” in the Scottish FA Club Cooperation Regulations;

**“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;

**“Determination”** means the determination of a dispute between parties by the Board or a Section J Tribunal where the Rules so provide and/or where the parties have agreed that the Board may or must determine such a dispute;

**“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;

**“Embargo”** means a restriction on a Club applying for Scottish FA Registration of Players in the circumstances set out in Rules E16, E19, E26 and E28.10;

**“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 H40;

**"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, any moratorium procedure for the purposes of the Corporate Insolvency and Governance Act 2020 (“the 2020 Act”), a scheme of arrangement with creditors under Part 26 of the 2006 Act, making any proposal for a restructuring plan in Terms of the 2020 Act, and/or any compromise agreement with its creditors as a whole;
- (ii) the lodging of a notice of intention to appoint an Administrator by the directors of the company concerned and/or floating charge holder(s) thereof or notice of appointment of an Administrator at the Court in accordance with 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 or equivalent is appointed by any court as a step in any proceedings or process which includes notice to appoint (or intention to appoint) an Administrator or 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 Information Form”** means the form submitted by each participating Club in advance of each League Match and Play-Off Match containing the particulars of their Players, kit colour, team captain and technical area occupants for the relevant League Match or Play-Off Match;

**“Match Officials”** means the referee and assistant referees and fourth official, if appropriate, in respect of any Official Match and includes persons concerned, in accordance with the Protocol, with and in the operation of Video Assistant Refereeing at and/or in respect of an Official 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, Reserve Cup 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 Section J Tribunal;

**“Parent Club”** has the meaning given to “parent club” in the Scottish FA Club Cooperation Regulations;

**“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;

**“Protocol”** means a protocol, as set out in the relevant Regulation, agreed between the Company and the Scottish FA from time to time and including any amendment thereto from time to time, for the supply, installation, maintenance, operation, provision and certification of Video Assistant Refereeing equipment, software, systems and personnel by the Scottish FA at the Home Ground of Clubs and at any centralised or the like location or ‘hub’, together with the operating methodology of the Video Assistant Refereeing to be utilised;

**“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 Player”** has the meaning given to “Qualifying Player” in the Scottish FA Club Cooperation Regulations;

**“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;

**“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 Rule J22 of these Rules;

**“Sanction Agreement”** means an agreement in writing between the Board and the relevant Club, Official or Player in which it accepts a sanction (which may include any one or more of the sanctions referred to in Rule J4 and/or Rule J5 proposed by the Board);

**“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”** means The Scottish Football Association Limited;

**“Scottish FA Articles”** means the Articles for the time being of the Scottish FA;

**“Scottish FA Club Cooperation Regulations”** means regulations adopted by the Scottish FA in relation to cooperation arrangements between Clubs, the current version of which is set out at Annex 9;

**“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;

**“Section J Tribunal”** means any person or persons appointed by the Board to make a Determination in terms of Section J of the Rules;

**“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;

**“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;

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

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

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

**“UEFA”** means the Union of European Football Associations;

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

**“Unacceptable Conduct”** has the meaning given in Rule H28;

**“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 20 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;

**“Video Assistant Refereeing (VAR)”** has the meaning ascribed to it in Rule G82A.4; 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 Chair, 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 Chair may, subject to the provisions of the Articles and any requirements of the 2006 Act, regulate the proceedings of General Meetings as he or she 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 chair 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 a Season shall be those Clubs which, subject to the Articles and these Rules, were the members of the League in the immediately preceding Season, except that, subject to Rules D1 and D2, which of the Club finishing in position 42 in the League in the immediately preceding Season and the Candidate Club shall be eligible to participate in the League in the succeeding Season shall be determined by the Pyramid Play-Off Competition.
- C5** The League shall be divided into the four Divisions. The Divisions shall be ranked with the Premiership as the top Division, the Championship the next Division, League One the next Division and League Two the bottom Division.
- C6** There shall be twelve Clubs in the Premiership and ten Clubs in each of the Championship, League One and League Two.
- C7** During the course of any one Season each Club shall, subject to these Rules and the Articles, remain a member of the Division of which it was a member at the beginning of the relevant Season.

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

- C8** At the end of each Season, 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, 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, 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, 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, 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.
- C13** The final Divisional and League position of each relevant Club on conclusion, completion, determination and/or ending of Season 2019/2020 is as set out in Parts A and B of Appendix 3 and the Divisions in which each relevant Club was entitled to participate in respect of Season 2020/2021 is set out in Part C of Appendix 3.

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

- C14.1** 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 C15 to C38 (inclusive).
- C14.2** 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 C15 to C38 (inclusive).

- C14.3** 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 C15 to C38 (inclusive).

### **The Premiership**

- C15** 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.
- C16** 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 C16, or if any ambiguities are created thereby, this Rule shall take precedence.
- C17** 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.
- C18** 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.
- C19** 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**

- C20** 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.
- C21** 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.
- C22** 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**

- C23** The Premiership/Championship Play-Off Competition shall be operated in accordance with Rules C24 and C25.
- C24** 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.
- C25** The format of the Premiership/Championship Play-Off Competition shall be:-
- C25.1** 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;
- C25.2** 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;
- C25.3** 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;
- C25.4** 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;

- C25.5** the winning Club in the third and final tie will play and be entitled to participate in the Premiership in the immediately succeeding Season;
- C25.6** the losers of each of the three ties will play and be entitled to participate in the Championship in the immediately succeeding Season; and
- C25.7** all ties will be played on dates and at times determined by the Board.
- C26** 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.
- C27**
- C27.1** 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;
- C27A** 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.

**C27B** 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.

## **C27.2**

**C27.2.1** From and in respect of Season 2021/22, and for each Season thereafter during which Home Clubs are permitted to broadcast any one or more Premiership/Championship Play-Off Match(es) on a Pay-Per-View/PPV basis, after deduction and retention by the broadcasting contractor engaged by the Home Club, or payment by the Home Club to or for the benefit of such contractor, of the fee(s)/charge(s) agreed to be paid by the Home Club to such contractor, wholly and exclusively for the services provided by such contractor of:

- broadcasting to PPV Users,
- payment/collection of charges by/from PPV Users,
- PPV User customer services provision,
- broadcasting security; and/or
- anti-piracy services,

supplied in relation to each such Play-Off Match.

**C27.2.2** 50% (plus VAT if applicable) of the balance of the aggregate of all fees/charges (gross excluding VAT) received or receivable by or on behalf of each Home Club from subscriber PPV Users and all other sources of income derived from the broadcasting by or on behalf of, for or in relation to such Pay-Per-View/PPV coverage supplied in relation to such a Home Match in the Premiership/Championship Play-Offs, shall be paid by each such Home Club to the Company, not later than seven days after the date on which such Play-Off Match is played.

## **C27.3**

**C27.3.1** Except with the consent of the Company, by which it may, in exceptional circumstances and on cause shown, permit, in the case of an individual Premiership/Championship Play-Off Match or Matches where Pay-Per-View/PPV is permitted to be operated by the Home Club, that alternative minimum price or prices must be charged by the relevant Home Club for each Pay-Per-View Ticket supplied/sold by such Home Club, the minimum

amount that may be so charged by such Home Club to each such PPV User for such supply/sale is £12.00 plus VAT at the prevailing rate.

- 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 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 C27 and such sums paid or payable to the Company by the Scottish FA shall be treated for all purposes as Other Revenue.
- C29** 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 C27 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**

- C30** The Championship/League One and League One/League Two Play-Off Competitions shall be operated in accordance with Rules C31 and C32.
- C31** 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.
- C32** The format of the Championship/League One and League One/League Two Play-Off Competitions shall be:-
- C32.1** 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;
- C32.2** 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.
- C32.3** 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.

- C32.4** 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.
- C32.5** 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.
- C32.6** the winners of each of the ties provided for in Rules C32.3 and C32.4 will be entitled to be a member of and play in the Championship and League One respectively in the immediately succeeding Season;
- C32.7** 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
- C32.8** all ties will take place on dates and at times determined by the Board.
- C33** 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**

**C34** The Club occupying position 42 in the League at the end of each Season 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 C34 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**

**C35** 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**

**C36** 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.

- C37** If the League position between any two or more clubs cannot be determined by application of Rule C36 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).
- C38** If the League position between any two or more clubs cannot be determined by application of Rule C36 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**

- C39** 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.
- C40** 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 League Matches for the Champion Club in the relevant Season will be eligible to receive such medals.

**C41** 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.

**C42** 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**

**C43** 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.

**C44** 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**

**C45** The Board shall organise a League Cup Competition for each Season in which it shall be mandatory for all Clubs to participate.

**C46** The League Cup shall be operated in accordance with the League Cup Regulations.

#### **Reserve League**

**C47** The Board may organise a Reserve League Competition for each Season. The Board may 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.

**C48** 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**

- C49** 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**

- C50** 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**

- C51** 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.
- C52** The Board will procure that all fixtures for League Matches shall be arranged or rearranged to allow for any Club's fixtures in the UEFA Competitions referred to in Rule C51.

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

- C53** If, for any reason and during or after any Season, any Club ceases to operate or participate in or to be member of the League or any Play-Off Competition, its playing record in the League and/or any Play-Off Competitions may be expunged by the Board and/or the Board may determine the deemed score in the remainder of its Official Matches and/or the Board may take such steps and make such determinations as to League and Divisional position and/or promotion and/or relegation and participation and/or results in and outcome of any Play-Off Competition and/or any other Competition operated by the Company and any and all such further or other steps or measures as the Board shall consider appropriate in the circumstances.

## **D Clubs**

### **Membership Criteria**

- D1** Subject to Rule D2, a Candidate Club for any Season, if it is to be promoted to and admitted entry to the League, and the Clubs participating in the League, must satisfy the Membership Criteria.
- D2** In the event that a Candidate Club for any Season, if promoted to and admitted entry to the League, would, in the opinion of the Board in its absolute discretion, fail to fully comply with the Membership Criteria by not later than 31<sup>st</sup> March preceding any Season 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 Group Undertaking 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 31<sup>st</sup> March preceding any Season and for the whole of that Season:
    - D4.4.1.** have achieved 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 entitled to play in the Premiership and the Championship have had and have adequate winter pitch protection, as provided in Rule H10; and

**D4.4.3.** comply with Rules H18 and H22.

**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 H4.2.3 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 E28.7.

**D4.8** A Club participating in the League must have achieved, as at 31st March preceding any Season, at least a Bronze level overall Licence Award as granted by the Scottish FA in accordance with The Scottish Football Association National Club Licencing Manual in force and as amended or supplemented from time to time.

**D4.9** Each Club and the Candidate Club must provide to the Secretary not later than 31 March prior to the commencement of the following Season, 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, addressed to HMRC authorising HMRC to provide to the Company information relating to amounts of Tax Liabilities payable, paid and overdue by the Club to HMRC from time to time. The Company shall be entitled to forward such authority to HMRC without having to seek the consent of the Club concerned.

**D5** Any:

**D5.1** application for approval for the purposes of Rule D4.3.2; or

**D5.2** 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.

**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, H22 and/or H23.

- 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.

### **Inducement to breach Contracts**

#### **D9**

- D9.1** For the purposes of this Rule D9 only, a “**D9 Employee**” means any manager, assistant manager, head coach, sporting director, director of football, other first team football coach, head of medical or head of performance (or any role equivalent to any of the foregoing) of a member club of the Scottish FA. For the purposes of this Rule D9 only, “Club” shall include a member club of the Scottish FA. Related provisions in respect of Players are contained in Player Regulations 27 to 30 (inclusive).
- D9.2** No Club shall (either directly or indirectly through any third party) make contact with or enter into negotiations relating to the employment of another Club’s D9 Employee.
- D9.3** No Club shall take any steps (either directly or indirectly through any third party, including the making of statements to the media) to induce or attempt to induce a D9 Employee employed by another Club to terminate their contract of employment with that other Club, whether or not such termination constitutes a breach of that contract.
- D9.4** The only exceptions to this Rule are:
- D9.4.1** where the Club has undertaken a bona fide advertising process for recruitment of individuals to any role(s) and another Club’s D9 Employee has responded to that advertisement. In such circumstances the Club shall be permitted to interview that applicant but must not make any offer of employment or otherwise advise the applicant that it wishes to make such an offer without first obtaining permission in accordance with Rule D9.4.2; or
  - D9.4.2** where the Club has obtained the prior written permission of the chair (or in their absence, a director or the club secretary) of that other Club. Any such permission must set out any conditions attaching to it.
- D10** 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, 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 chair, appointed from the panel referred to in Rule J15; and,
- E11.2** Two persons neither of whom shall be an Official.
- E12** The Appeal Tribunal shall have all the powers of a Section J Tribunal 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 their 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 E25, any Club which:

**E20.1** does not within twenty-eight days of a Tax Liability becoming due by the Club pay to HMRC the full amount of that Tax Liability;

**E20.2** does not within twenty-eight days of the date of an assessment issued by HMRC pay to HMRC the full amount of the Club's Tax Liabilities arising as a result of that assessment; and/or

**E20.3** defaults on the terms of any Time to Pay Agreement;

(each a "Tax Default") shall be in breach of these Rules and shall report each such Tax Default in writing to the Secretary within 2 days of the Tax Default arising.

**E21** Rules E20.1 to E20.2 (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 Tax Default in terms of Rule E20.3.

**E22** When a Club reports a Tax Default 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 Tax Default shall occur by reason of Rule E20.3 the Club shall at the same time as reporting the

Tax Default provide a written explanation of the circumstances of the Tax Default and copies of the Time to Pay Agreement and all relevant correspondence with HMRC.

- E23** A Club which fails to report a Tax Default to the Secretary in accordance with Rule E22 within 2 days of the Tax Default occurring and/or fails to provide a non-time constrained original irrevocable authority in accordance with Rule E24 shall be in breach of these Rules.
- E24** Except where a Club has previously provided a non-time constrained original irrevocable authority in accordance with this Rule E24, each Club shall provide to the Secretary, not later than 31 March prior to the commencement of the next following Season, (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 Tax Default, 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.
- E25** 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 Rule E20 until such time as a final determination is made on HMRC's claim.
- E26** 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 Tax Default or Defaults 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 Tax Default or earliest relevant Tax Default, until the Board notifies the Club in writing that it is satisfied that such Tax Default(s) shall no longer continue or subsist.

### **Inspection of Financial Records**

#### **E27**

- E27.1** 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:

**E27.1.1.** 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

**E27.1.2.** 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 Tax Default;
- (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 E28.7, compliance with each of Rules E28.1, E28.2, E28.3 and E28.6 and/or is likely to be unable to certify to the Company, in terms of Rule E28.7, compliance with any one or more of Rules E28.1, E28.2, E28.3 and E28.6;
- (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;

**E27.2** 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 E27.1.1 and/or E27.1.2 (i) to (vi) (inclusive) the Company may make a Direction.

**E27.3** In the event that the Board shall consider it expedient that a Club shall provide Material to the Company in terms of Rules E27.1 and E27.2, the Secretary, whom failing the Assistant Secretary shall send to the Club concerned a written direction ("Direction") specifying:

**E27.3.1.** which one or more of the circumstances provided in Rule E27.1.2 (i) to (vi) (inclusive) is the subject of investigation in relation to the relevant Club;

**E27.3.2.** the Material which the relevant Club is required to provide copies of and/or to disclose to the Company;

- E27.3.3.** 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;
- E27.3.4.** 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
- E27.3.5.** if it is the case, the person, persons or agency appointed by the Board to carry out the investigation and to report.

**E27.4** 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.

**E27.5** Whenever Financial Records and Information is referred to as being required to be “materially” accurate for the purposes of any provision of Rule E27 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 E27.

**E27.6**

**E27.6.1.** All financial Records and Information required to be submitted to the Company pursuant to this Rule E27 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.

- E27.6.2.** 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.
- E27.6.3.** Any forecasts comprised in Financial Records and Information will, subject to Rule E27.6.4, be reviewed only by the Secretary and/or their 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.
- E27.6.4.** Where any forecast provided to the Company as part of Financial Records and Information for the purposes of the Rule E27 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.
- E27.6.5.** All forecasts provided to the Company as part of Financial Records and Information for the purposes of this Rule E27 will remain under the control of the Secretary. Copies of such forecasts will be held securely by the Secretary. Clubs are entitled, on giving reasonable notice, to request confirmation of the secure method of retention of any forecast provided by them in accordance with this Rule E27.
- E27.6.6.** All forecasts provided to the Company as part of Financial Records and Information for the purposes of this Rule E27 will, unless required for ongoing matters in relation to this Rule E27, 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.

**E27.6.7.** A Club shall be entitled to notify the Secretary in writing that where it has been required in terms of this Rule E27 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 their accounting and/or 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 E27.6.2 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 their 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 Employee Remuneration Requirements**

### **E28**

**E28.1** 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 E28.4 and E28.5, to other Football clubs and Football authorities as described in Rule E28.1.1, including, as a result of transfers undertaken up to and including that 31 January.

**E28.1.1.** 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 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.

**E28.2** 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 E28.4 and E28.5, towards any of its Players, coaching or football management staff, including those formerly employed by the Club and the Candidate Club in such roles.

**E28.3** 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 Rule E28.4, in respect

of Tax Liabilities to HMRC as a result of contractual or legal obligations in respect of, related to or concerning that Club's and the Candidate Club's employees.

**E28.4** 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.

**E28.5** Payables are not considered overdue, within the meaning of this Rule E28, 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:

**E28.5.1.** paid the relevant amount in full;

**E28.5.2.** 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);

**E28.5.3.** 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 E28 (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;

**E28.5.4.** 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

**E28.5.5.** 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.

- E28.6** Throughout each calendar year a Club and the Candidate Club must be, as regards all of its employees, in compliance with all applicable law in relation to PAYE, tax, expenses and benefits and the National Minimum Wage Regulations 2015 and/or any supplementary, variation or replacement regulations or other provisions in force from time to time. As at 31 January in each calendar year the Club and the Candidate Club must have no sums due to or in respect of any of its employees and former employees arising out of or connected with the applicable PAYE, tax, expenses and benefits requirements and the relevant national minimum wage requirements except where such payment is not obliged to be paid on or before the relevant 31 January.
- E28.7** 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 E28.1, E28.2, E28.3 and E28.6 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.
- E28.8** Where, in order for the Club or the Candidate Club concerned, to certify full compliance in terms of each of Rules E28.1, E28.2, E28.3 and E28.6, it is necessary for a Club or the Candidate Club to rely on Rule E28.5, 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.
- E28.9** In considering any declaration and certificate in terms of Rule E28.7 or explanation and/or material provided in support of and/or in explanation for same and/or for the purposes of Rule E28.8 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.
- E28.10** 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 E28.7, 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.

**E28.11** 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 E28.7 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 E28.5 and/or for any other purpose connected with or related to this Rule E28, 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 E28.9; and/or (v) fails to comply with Rule E28.10, such Club and the Candidate Club shall, in each such case, be in breach of and shall fail to comply with these Rules.

**E28.12** Notwithstanding the terms of Rule E28.11 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 E28.1, E28.2, E28.3 and/or E28.6 shall not in and of itself constitute a breach of and/or a failure to comply with these Rules.

### **Embargoes**

**E28.13** The Company shall publish the existence of any Embargo on its website. The Company shall be permitted to confirm the existence of an Embargo (or otherwise) on a Club upon receipt of a request by another Club.

## **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.
- F1A** Subject to these Rules, the Player Regulations and the terms of the Scottish FA Club Cooperation Regulations, a Qualifying Player shall be eligible to Play for a Cooperation Club if:
- (i) he is League Registered with a Parent Club which has a Cooperation Agreement with the Cooperation Club; and
  - (ii) the relevant Qualifying Player is listed on a Cooperation List under such Cooperation Agreement,
- notwithstanding that the Qualifying Player is not League Registered with that Cooperation Club.
- 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 calendar year 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 Rule 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 chair 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 their 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.

## **G Fixtures and Match Officials**

### **Fixtures**

- G1** Subject to Rule C43, 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 C43, 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 and the second half must commence promptly after the end of the half-time interval (as indicated by the Referee). Clubs and Referees must report any delays to the Board. Any delay may be dealt with by the Board in accordance with the provisions of Section J 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** Not less than 75 minutes before the scheduled kick-off time of a League Match and a Play-Off Match, an authorised Official of each participating Club shall submit a Match Information Form by such method as approved by the Board containing the following particulars:

- (i)** the shirt numbers and names of up to 11 Players who are to start the Match, including which of these Players is designated as the goalkeeper;
- (ii)** the shirt numbers and names of up to 9 substitute Players;
- (iii)** the colour of the strip to be worn by its Players, including the goalkeeper;
- (iv)** the designated team captain; and
- (v)** the names and job titles of the Officials plus the Club's doctor who will occupy the technical area during that League Match or Play-Off Match in terms of Rules G22A.

If the method of submission as approved by the Board is by electronic means and that method fails for any reason outside of the control of a Club, that Club may use the paper form contained in Appendix 6 (or such amended form from time to time approved for use by the Board) as its Match Information Form. The Match

Information Form may be amended following submission pursuant to Rules G17 and G17A below, but in no other circumstance.

**G17** 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 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 nine 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 nine 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.

**G17A** If any Player (or substitute Player) named in a Match Information Form is found to be ineligible after the delivery of that Match Information Form to the Match referee but before the scheduled kick-off time, the Club may amend the Match Information Form provided that:

- (i) if the Player in question has been named in the starting 11 they may only be replaced by any of the nine substitutes listed on the initial Match Information Form. The substitute in question may not be replaced;
- (ii) if the Player in question has been named as one of the nine substitutes, that Player may not be replaced; and
- (iii) 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 G17A shall be immediately communicated by the relevant Club to the Match referee, an appropriate Official of the opposing Club and to the media.

- G18** Any Club failing to comply with the provisions of Rule G16, or which requires to make amendments in accordance with Rule G17A, at a League Match or Play-Off Match will be in breach of the Rules and shall be dealt with in accordance with the provisions of Section J of these Rules.

### **Substitution and Extra-Time**

- G19** Subject to the whole provisions of this Rule G19 and Rules G22C(a), G22D, G22E and G22F, only up to five 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 sixth 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 Rules G22C(a), G22D, G22E and G22F 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.
- 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 Rules G22C(a), G22D, G22E and G22F, only, 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. i.e. a total of 16 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 (including, for example, the team's kit manager and assistant physiotherapist). Such technical seats must be outside of the technical area and positioned at least two metres and no more than five metres behind or to the side of the benches. Such technical seats must also have access to the dressing rooms. The names of the persons occupying the additional technical seats 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 Visiting Club provided that such request is made in advance of the day of the Match.
- G22C(a)** Subject to Rule G22C(c), there shall be no more than three plus at half-time (up to four in total), occasions for each participating Club in a League or Play-Off

Match in which each such Club shall be entitled to make substitutions during each such Match.

**G22C(b)** In the event that Extra Time is played in any Play-Off Match, a Club shall be permitted to use an additional substitute (up to 6 in total during the whole of each such Play-Off Match).

**G22C(c)** Rule G22C(a) shall not apply to substitutions made during Extra Time which is played in a Play-Off Match or in the break period after full-time and immediately prior to Extra Time in such Play-Off Match.

**G22C(d)** If, on any occasion during a League or Play-Off Match, both Clubs shall make substitution(s), that shall count as one occasion for each participating Club.

**G22D** Without prejudice to the substitutes permitted during League and Play-Off Matches by Rules G19 and G22C(a) there shall, in addition, in accordance with the Laws of the Game and the International Football Association Board additional permanent concussion substitutions protocol (“the **Protocol**”) and any subsequent replacement or amended versions thereof, in force and effect from time to time, subject to the whole provisions of this Rule G22D and Rule G22E, be up to one additional substitute, known as a “concussion substitute”, permitted to the team of a Club whose Player suffers or is suspected to have suffered a concussion participating in a League Match and in a Play-Off Match.

**G22E** The additional permanent substitutes, known as concussion substitutes, permitted to the team of the Club whose Player suffers or is suspected to have suffered a concussion participating in a League Match and in a Play-Off Match by and in terms of Rule G22D and this Rule G22E, is intended to be and shall be construed as being permitted in terms of the Protocol, as referred to and described in this Rule G22E and as set out and described in the Protocol:

**G22E.1** permanent concussion substitutes shall have all of the features of ‘normal’ substitutes, as provided for and described in these Rules, except that they shall be in addition to all other such substitutes and shall not prejudice the rights of each Club participating in a League Match and in a Play-Off Match during and in respect of the Seasons described in Rule G22D, to make such substitutions as are provided for in Rules G19 and G22C(a) and generally within the Rules;

**G22E.2** Clubs must record, collect, retain and provide to the Company or to a person or party notified by the Company, forthwith on being required so to do, the following information for each incident where a Club used a concussion substitute or where a concussion substitute could have been used by a Club but was not:

- Date of match;
- Team using the concussion substitute;
- Exact time in the match;
- Simple description of the incident;

- Number of unused substitutes available at the time of the incident;
- If a concussion substitute was used, whether the substitution was made:
  - Immediately;
  - After an on-field assessment (including time of on-field assessment);
  - After further off-field assessment (including time of off-field assessment); or
  - After returning to the field of play and later being withdrawn (including the time between their return and being withdrawn);
- If a concussion substitute was used, did the other Club use an additional substitute under the Protocol?

**G22E.3** in the making of a concussion substitution the Club concerned must operate in accordance with and comply with the principles, procedure and substitution opportunities set out below, in this Rule G22E.3, in accordance with the Protocol and must not make a concussion substitution unless it is made on the basis of a bona fide belief or legitimate suspicion on the part of the relevant Official who makes the decision to effect a concussion substitution that the relevant Player is to be substituted, has suffered a concussion, should be permanently removed from the relevant League Match or Play-Off Match and by whom he should be substituted:

### **Principles**

**G22E.3.1** Each Club is permitted to use a maximum of one “concussion substitute” in a League Match and in a Play-Off Match if one of their Players suffers or is suspected to have suffered a concussion.

**G22E.3.2** A “concussion substitution” may be made regardless of the number of substitutes already used.

**G22E.3.3** Where the number of named substitutes is the same as the maximum number of substitutes that can be used, the “concussion substitute” can, notwithstanding any other provision of these Rules, be a Player who has previously been substituted and who may be used at any time, regardless of the number of substitutes already used.

**G22E.3.4** When a “concussion substitute” is used, the opposing Club then has the option to use an “additional” substitute for any reason.

### **Procedure**

- G22E.3.5** The concussion substitution procedure operates (except as outlined otherwise below) in accordance with Law 3 – The Players of the Laws of the Game.
- G22E.3.6** A “concussion substitution” may be made:
- G22E.3.6.1** immediately after a concussion occurs or is suspected;
  - G22E.3.6.2** after an on-field assessment, and/or after an off-field assessment; or
  - G22E.3.6.3** at any other time when a concussion occurs or is suspected to have occurred, including when a Player has previously been assessed and has returned to the field of play.
- G22E.3.7** If a Club decides to make a “concussion substitution”, the referee/fourth official shall be informed.
- G22E.3.8** The Player with concussion or suspected concussion is not permitted to take any further part in the relevant League Match or Play-Off Match (including kicks from the penalty mark) and should, where possible, be accompanied to the changing room and/or a medical facility.
- G22E.3.9** The opposing Club shall be informed by the referee/fourth official that it has the option of using an “additional” substitute and an additional substitution opportunity.
- G22E.3.10** This option may be used concurrently with the “concussion substitution” made by the opposing Club or at any time thereafter (except as provided otherwise in the Laws of the Game).

### **Substitution opportunities**

- G22E.3.11** Making a “concussion substitution” is separate from any limit on the number of ‘normal’ substitution opportunities.
- G22E.3.12** However, if a Club makes a ‘normal’ substitution at the same time as a “concussion substitution”, this will count as one of their ‘normal’ substitution opportunities.
- G22E.3.13** Once a Club has used all its “normal” substitution opportunities, it cannot use a “concussion substitution” opportunity to make a “normal” substitution.
- G22E.3.14** Where a Club makes a “concussion substitution”, the opposing Club can use an “additional” substitute and receives

an additional substitution opportunity. This additional opportunity can be used only for the “additional” substitute and not for a “normal” substitute.

**G22F** The Match Officials, in any League Match and any Play-Off Match in respect of which the additional permanent concussion substitution procedure permitted by the Protocol is in operation, are required to operate in accordance with and comply with the principles, procedure and substitution opportunities set out below, in this Rule G22F:

**Match officials**

The referee (and the other Match Officials, particularly the fourth official):

**G22F.1** are not part of a Club's decision-making process as to whether a Player should be substituted or not, nor whether a Player should be replaced by a “normal” substitute or a “concussion substitute”;

**G22F.2** must not decide whether an actual or suspected injury qualifies for a “concussion substitute” to be used;

**G22F.3** should give appropriate support where a Player has an actual or suspected injury, including informing the Club captain/coach/medical staff if they suspect a Player needs to be assessed and/or treated;

**G22F.4** should support a decision by the Club captain/ coach/medical staff that an injured player cannot continue playing, which may require the referee to delay the restart of play until after the Player has left the field of play; and

**G22F.5** must inform the Company and the Scottish FA if a concern is expressed and/or the Match Officials or any one or more of them have a concern and/or it is reported to them that a “concussion substitute” was potentially used other than in accordance with Rule G22E.3, the Protocol or otherwise inappropriately.

**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) may be dealt with by the Board in accordance with the provisions of Section J of these Rules.

#### **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 72 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 not later than fourteen (14) days prior to the first League Match of any Season, 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 72 hours 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 Quality Pro standard shall be used for each Official Match and:
- G47.1** 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.
- G47.2** In all Scottish Premiership League Matches and Premiership /Championship Play-Off Matches, participating Clubs shall utilise a system of replacement balls (or multi-ball), in accordance with Law 2.3 of the Laws of the Game and any guidance issued by the Board, as amended or supplemented from time to time.
- G47.3** Each Club entitled to play in the Championship, League One and League Two, shall notify the Secretary in writing, no later than 30 June prior to the commencement of each Season, if the Club intend to utilise a single match ball or a system of replacement balls (or multi-ball) in all League Matches, in accordance with Law 2.3 of the Laws of the Game and any guidance issued by the Board, as amended or supplemented from time to time. No Club entitled to play in the Championship, League One and League Two shall utilise a different ball replacement system that that notified to the Secretary without first obtaining the written approval of the Board.

#### **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.

### **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 Section J Tribunal 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 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.

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

**G74** 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 or make or cause to be made any benefit available to them or any Associate of theirs.

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

**G75** 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**

**G76** 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**

**G77** 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**

**G78** 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.

**G79** 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.

**G80** The selected ball must be used throughout the match unless otherwise determined by the Referee.

#### **Referee Observer**

**G81** A referee observer may be appointed by the Scottish FA to attend each League Match and Play-Off Match.

**G82** 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.

### **Video Assistant Refereeing**

**G82A.1** Each Premiership Club shall, at its Home Ground, have installed and provide such equipment, software and systems, make such arrangements for its operation and maintenance, and permit and ensure that there are present such personnel, including Match Officials, as are required to enable the use of Video Assistant Refereeing.

**G82A.2** Each Premiership Club shall:

**G82A.2.1** insofar as maintenance is the responsibility of the relevant Club and not the responsibility of any Person appointed by the Company and/or by the Scottish FA pursuant to Rule G82A.2.2, ensure that the Video Assistant Refereeing installed and provided at its Home Ground is properly maintained in accordance with all applicable requirements;

**G82A.2.2** give all necessary cooperation to such Person appointed by the Company and/or by the Scottish FA to supply, install, provide, maintain and operate such Video Assistant Refereeing and to any Person properly authorised by the Company, the Scottish FA, UEFA or FIFA to test and/or certify such Video Assistant Refereeing;

**G82A.2.3** permit, facilitate, configure and provide, at no charge by or on behalf of the Club or as may be otherwise charged, that all cameras and related equipment provided and/or permitted by such Club, which are in use at its Home Ground for Official Matches for the purposes of taking and supporting the recording of moving images of play during Official Matches (“Coverage”), are installed, accessible, configured, connected and operated in such a way as to enable their use and the provision of all of such Coverage to the Company, including for the purposes of Video Assistant Refereeing, and to the Scottish FA for the purposes of Video Assistant Refereeing, installed, provided, operated and in use in accordance with Rules G82A.1, G82A.2.1, G82A.2.2 and this G82A.2.3; and

**G82A.2.4** use Video Assistant Refereeing for Official Matches, as specified, directed and required by the Company from time to time and in any Protocol.

**G82A.3** Under exception of any equipment used so as to better facilitate and support Video Assistant Refereeing in terms of Rule G82A.2.3, ownership and control of all Video Assistant Refereeing installed and operated at each Club, and of all rights arising therefrom, in the video and any other output therefrom and in connection therewith, shall not belong to the Club.

- G82A.4** The Company shall from time to time agree with the Scottish FA a Protocol, as set out at Annex 8, (and shall not unreasonably withhold or delay its agreement to any amendment to the Protocol which is proposed by the Scottish FA from time to time) for the installation, operation, maintenance and certification of each installation of Video Assistant Refereeing at the Home Ground of each Premiership Club and at any centralised or the like location or ‘hub’, together with the operating methodology of the Video Assistant Refereeing to be utilised, as described in this Rule G82A.4 and in Rules G82A.5 and G82A.6 (“Video Assistant Refereeing”), which, on being adopted and/or amended from time to time by the Company (with the prior written agreement of the Scottish FA), shall be a Regulation.
- G82A.5** In the event that the Scottish FA and/or the Company do not agree that there be any change in the Protocol and/or the installation, operation, maintenance and certification of each installation of Video Assistant Refereeing at the Home Ground of each Premiership Club and at any centralised or the like location or ‘hub’, together with the operating methodology of the Video Assistant Refereeing to be utilised, as between one Season (“A”) and the next Season (“B”), then, unless this Rule G82A.1 shall be amended so that there shall be no Video Assistant Refereeing provided by the Scottish FA during any specified Season or at all, the Protocol and the installation, operation, maintenance and certification of each installation of Video Assistant Refereeing at the Home Ground of each Premiership Club and at any centralised or the like location or ‘hub’, together with the operating methodology of the Video Assistant Refereeing to be utilised, in each Official Match to which this Rule G82A.1 relates, shall be deemed, for all purposes in relation to B, to be the same as was agreed or deemed to have been agreed for A, subject to (i) any changes which are required to be made in relation to B as a result of any changes to the IFAB Video Assistant Referee Protocol and (ii) the requirement that the Company shall not unreasonably withhold or delay its agreement to any amendment to the Protocol which is proposed by the Scottish FA from time to time.
- G82A.6** Without prejudice to the ability of the Company and the Scottish FA to agree any amendment to the Protocol from time to time in accordance with Rule G82A.4, the Company shall, in advance of and for each Season, agree with the Scottish FA (and shall not unreasonably withhold or delay any such agreement), the installation, operation, maintenance and certification of Video Assistant Refereeing at the Home Grounds of Premiership Clubs and at any centralised or the like location or ‘hub’, together with (i) the operating methodology of the Video Assistant Refereeing to be utilised for all Official Matches specified in the Protocol and (ii) an amended Protocol to apply for the next Season, provided that no such agreement shall have an adverse effect on any pre-existing contractual arrangement to which the Scottish FA is a party.
- G82A.7** Each Club entitled to participate in the Premiership during a relevant Season (the “Relevant Season”) shall pay, as a debt due by each such Club to the Scottish FA, its share of the amount of the Scottish FA Charge (as hereinafter defined) (plus any VAT due on such share) for the Relevant Season as follows:

**G82A.7.1** it shall pay to the Scottish FA an amount equal to the amount which the Scottish FA estimates will be the full amount due and payable by such Club in respect of its share of the amount of the Scottish FA Charge for the Relevant Season (the “Estimated Amount”) (plus any VAT due thereon) by 15 August in the Relevant Season or such later date as shall be determined by the Scottish FA in its sole discretion; and

**G82A.7.2** in the event that the full amount actually due and payable by any such Club in respect of its share of the amount of the Scottish FA Charge for the Relevant Season is greater or lesser than the Estimated Amount (in each case, the “Excess”), such Club shall pay to the Scottish FA or as the case may be shall be repaid by the Scottish FA, an amount equal to the Excess (plus any VAT due thereon) by 1 June immediately following the same Relevant Season,

all relative to the Video Assistant Refereeing provided, to be provided and/or to be provided by the Scottish FA for the Relevant Season. The amount so payable by each Premiership Club for each Relevant Season shall be determined in terms of Rule G82A.11.

**G82A.8** The amount of the Scottish FA Charge (excluding any VAT thereon) shall be a maximum of the amount (excluding any VAT thereon) incurred or to be incurred by the Scottish FA, in the provision by it to the Premiership Clubs in a Relevant Season, of the agreed or, as the case may be, deemed to have been agreed, Video Assistant Refereeing for that Season less any:

**G82A.8.1** contribution agreed to be made by any person to such amount; and

**G82A.8.2** sponsorship, advertising revenue or any other income received by or for the Scottish FA relating to Video Assistant Refereeing and/or its provision/operation/appearance on any broadcasting media,

and excluding any amount incurred by the Scottish FA for the training of any Match Official in order for him or her to operate and/or be concerned in the operation or provision of Video Assistant Refereeing (“**Scottish FA Charge**”).

**G82A.9** The Scottish FA shall provide access to the Company and any relevant Premiership Club which has an interest, including any of each of their accounting and/or other professional advisors or experts, on reasonable notice and during normal working hours, to any and all books, records, proposals, contracts, communications, invoices and like or similar and whether in ‘hard’ or electronic form, comprising or including any material which is necessary to calculate the Scottish FA Charge due and payable in respect of the Season in which the request for such information is made and shall, on request and at the expense of the Company and/or relevant Premiership Club making such request, provide copies of some or all of such information, subject always to any obligation of confidentiality incumbent on the Scottish FA in respect of the same.

**G82A.10** In the event of there being any dispute or difference between the Scottish FA, the Company and/or any Premiership Club as regards what constitutes or comprises Video Assistant Refereeing and/or the amount of the Scottish FA Charge in respect of any Season and/or the share of the amount of the Scottish FA Charge applicable to a particular Club or Clubs, in respect of any Season, such dispute or difference may be referred for determination by any one or more of them to arbitration as provided for in the Scottish FA Articles.

**G82A.11** The amount of the share of the Scottish FA Charge payable by each Premiership Club to the Scottish FA in respect of any Season or, where Video Assistant Refereeing shall be in operation for only part of a Season, during which Video Assistant Refereeing shall be operated by the Scottish FA, including the first Season during which Video Assistant Refereeing is so operated, shall be calculated as follows:

**G82A.11.1** for each of the Clubs finishing in positions 1 to 10 inclusive in the immediately preceding Season, the percentage share of the Scottish FA Charge for the Season in respect of which the relevant charge is being made shall be that corresponding to the position in the Premiership achieved by each of them in respect of that immediately preceding Season, as provided in the Table in Rule G82A.13; and

**G82A.11.2** in the case of the Club promoted to participate in the Premiership as the Champion Club of the Championship for the previous Season and the Club which was the winner of the Premiership/Championship Play-Off Competition at the end of the immediately preceding Season, the percentage share of the Scottish FA Charge for the Season in respect of which the relevant charge is being made shall be that applicable to Clubs 11 and 12, as provided in the Table in Rule G82A.13.

**G82A.12** In the event that a Club shall be demoted from the Premiership, be expelled from or otherwise cease to participate in the League or shall otherwise cease to participate in the Premiership during or at the end of a Season, other than by relegation from the Premiership, the Board shall determine, in its sole discretion, the percentages of the Scottish FA Charge payable by each of the Clubs participating in the Premiership for and during the immediately following Season, based, so far as possible, on the principles implicit in Rule G82A.11 and the Table in Rule G82A.13.

**G82A.13** Table:

<b>Position in Premiership</b>	<b>%</b>
1.	16.29
2.	11.67
3.	10.03
4.	8.81
5.	8.21

6.	7.61
7.	6.97
8.	6.69
9.	6.38
10.	6.08
11.	5.63
12.	5.63
	100.00

**G82A.14** Video Assistant Refereeing shall operate in the Premiership and at the Home Ground of each Club for the time being entitled to participate in the Premiership from such date and continue to operate for such period or periods as shall be determined by the Company in consultation with the Scottish FA and the Clubs for the time being entitled to participate in the Premiership.

**G82A.15** In the event that, for whatever reason, Video Assistant Refereeing shall not operate at the Home Ground of a Club on the occasion of or during part of an Official Match when it would otherwise, in terms of these Rules, have operated, such failure to operate, during all of part of such Official Match, shall have no effect on the completion and/or result of such Match or the recording and effect of such result for any purposes.

#### **Ball Attendants' Clothing**

**G83** 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**

**G84.1** 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.

**G84.2** 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.

**G84.3** 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.

**G84.4** The Board may, from time to time, determine what, if any, writing, artwork/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, artwork/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.

**G84.5** In the event that the Board shall, from time to time, determine that any, writing, artwork/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 G84.5 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.

### **Pitches and Surfaces**

**H4** The Home Club shall ensure that the playing surface at its Registered Ground complies with the following criteria before any League Match or Play-Off Match is played on it:

**H4.1** If the Home Club is, in the relevant Season, eligible to participate in the Premiership it must:

**H4.1.1** not have a synthetic or artificial playing surface; and

**H4.1.2** have as part of its winter pitch protection system in terms of Rule H10;

**H4.1.2(a)** a subsurface heating system installed beneath the playing surface that complies with any minimum specifications or conditions that may be required by the Board from time to time; or

**H4.1.2(b)** full pitch frost and snow covers conforming to any minimum specifications or conditions that may be determined by the Board from time to time.

**H4.2** If the Home Club is, in the relevant Season, eligible to participate in the Championship, League One or League Two it may have a synthetic or artificial playing surface provided always that such synthetic or artificial surface and the underlying structure of the pitch:-

**H4.2.1** 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;

**H4.2.2** is 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; and

**H4.2.3** 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 H4.2.3 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 H4.2 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 H4.2.3 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 H4.2.3 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 be 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 H4.2.3 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 H4.2.3.

#### **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 Match Information Form, plus an additional goalkeeper who, whilst not named on the Match Information Form, would have otherwise been eligible to participate in the relevant League Match or Play-Off Match;
- H9.2** pre-match warming up by either team shall not commence until at the earliest 45 minutes for outfield Players and 60 minutes for goalkeepers before the scheduled kick-off time, shall not last for more than 30 minutes for outfield Players and 45 minutes for goalkeepers, 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 and outfield Player drills, except that the goalmouth area shall be permitted to be used for one single continuous 20-minute period, comprising a 15-minute period for use solely by goalkeepers, plus an additional 5-minute period for use with outfield Players;
- H9.4** if portable goals are not provided, the goalmouth area shall be used solely by goalkeepers, other than a 5-minute period for use with outfield Players;
- H9.5** each team shall complete all warm-up activities in areas of the pitch as directed by the pitch map(s) produced by the Home Club;
- H9.6** Players using the pitch at half time shall give due consideration to any other activity (including, but not limited to, groundstaff completing remedial or repair work) or entertainment taking place on the pitch at the same time;
- H9.7** the Home Club may water the pitch and/or carry out remedial or repair work between 10 and 5 minutes prior to the scheduled kick-off time and 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 and/or remedial or repair work is carried out evenly over the entire length and width of the pitch; and
- H9.8** any warming down after the conclusion of the League Match or Play-Off Match shall last for no longer than 15 minutes, no footballs shall be permitted and it shall only take place in the areas as defined by the pitch map(s) produced by the Home Club, which must not include either penalty area.
- 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 31<sup>st</sup> March 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 31<sup>st</sup> March 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.

### **Granting Occupation or Tenure of Registered Grounds**

**H19** If a Club owns its Registered Ground, itself or through a Group Undertaking, and wants to grant a right of occupation or tenure in its Registered Ground to any other party, it must obtain prior written approval from the Board. Subject to Rule D6, where such approval is sought, the prospective landlord Club must make a written application to the Secretary not later than 31st March in any year. The Board shall be entitled to require the prospective landlord Club to provide further information, explanations and documentation as the Board may in its sole discretion consider appropriate in relation to the nature of the proposed arrangement.

**H20** Where an approval is given in terms of Rule H19, then such approval shall apply to and shall only be effective for the period specified by the Board. If the Board does not specify any period, then any approval given in terms of Rule H19 shall only apply to and be effective for one Season immediately succeeding such approval being given.

**H21** Where an approval is given in terms of Rule H19, the Board may attach conditions to such approval as the Board may in its sole discretion consider appropriate and may impose further conditions during the period of occupation or tenure.

**Pitch Dimensions**

**H22** 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

**H23** 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**

**H24** 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, H22 or H23 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**

- H25** 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.
- H26** 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.
- H27** For Clubs entitled in any Season to participate in the Premiership, the Championship and the Premiership/Championship Play-Off Competition, Clubs must be and operate at least to the Gold Standard with respect to Safety Officers 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, Clubs must be and operate at least to the Silver Standard with respect to safety officers as set out in The Scottish Football Association National Club Licensing Manual in force and as amended or supplemented from time to time.

### **Unacceptable Conduct**

- H28** 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.
- H29** Conduct is violent where there is (i) actual, attempted or threatened physical violence against a person or persons; or (ii) intentional damage to property.
- H30** Disorderly conduct includes:
- H30.1** 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 H32 or against an individual who is or is presumed to be a member of such group;
  - H30.2** using threatening, abusive or insulting words or conduct;
  - H30.3** displaying any writing or other thing which is threatening, abusive or insulting; and
  - H30.4** 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.

- H31** Presumed in the context of Rule H30.1 means presumed by the person or persons engaged in the conduct.
- H32** The categories referred to in Rule H30 are:-
- H32.1** female or male gender;
  - H32.2** colour, race, nationality (including citizenship) or ethnic or national origin;
  - H32.3** membership of a religious group or of a social or cultural group with a perceived religious affiliation;
  - H32.4** sexual orientation;
  - H32.5** transgender identity; and
  - H32.6** disability.
- H33** In Rule H32.3 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.
- H34** In Rule H32.5 transgender identity means any one or more of transvestism, transsexualism, inter-sexuality or change of gender.
- H35** In Rule H32.6 disability means physical or mental impairment of any kind.
- H36** The Home Club in any Official Match must ensure, so far as is reasonably practicable,
- H36.1** good order and security;
  - H36.2** that policies and procedures have been adopted and are implemented to prevent incidents of Unacceptable Conduct; and
  - H36.3** that any incidents of Unacceptable Conduct are effectively dealt with, all at its Stadium on the occasion of an Official Match
- H37** Each Club must ensure, so far as is reasonably practicable, that:
- H37.1** 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;
  - H37.2** it identifies any of its supporters who engage in Unacceptable Conduct at an Official Match; and
  - H37.3** it takes proportionate disciplinary measures in respect of supporters so identified in terms of Rule H37.2.

- H38** Any failure by a Club to discharge a requirement to which it is subject by virtue of Rules H36 and/or H37 shall constitute a breach of these Rules.
- H39** 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 H36 and/or H37 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 H36 and/or H37 have been discharged.
- H40** 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.
- H41** 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 H36 and/or H37 a Section J Tribunal 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.
- H42** 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 H36 and/or H37 may only be commenced where the Secretary has received from:-
- H42.1** the police;
  - H42.2** the Scottish FA acting on information received by it from the relevant Official Match referee or other match official;
  - H42.3** any representative of the Company attending the relevant Official Match on behalf of the Company;
  - H42.4** 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
- H42.5** 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 H42.1 to H42.4 (inclusive).

## **Damage to Stadia**

**H43** 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 H45, 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.

**H44** 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 H43 the Board, or if the Board so decides, a Section J Tribunal, 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 Section J Tribunal, 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 H43 to H46 (inclusive) then it shall be determined by Scottish FA Arbitration under and in terms of Article 99 of the Scottish FA articles of association.

**H45** The financial limits referred to in Rule H43 are as set out below in this Rule H45.

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 Visiting 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

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<b>B. Division</b>	<b>Maximum Aggregate Amounts Payable</b>
Premiership	£25,000
Championship	£10,000
League One	£5,000
League Two	£5,000

**H46** Nothing in Rules H43 to H45 (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**

**H47** 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.

**H48** 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 1 hereto.

**H49** 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.

**H50** 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 2.

#### **Appendices**

**H51** 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 I42 to I44 (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** Subject to Rules I22A.1 to I22A.9 (inclusive), except pursuant to a Commercial Contract and subject to the provisions of Rule H45 to H47 (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 I42, 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 2023 and at the first General Meeting of every third calendar year thereafter, 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 during

- (i) each of the two (2) Seasons 2022/23 and 2023/24, of more than four League Matches, during any one (1) such Season at the Home Ground of each Club and an additional one (1) League Match, which is determined by the Company as the 'league flag match' at which the Company may determine to award to the relevant Club or approve a League Champion flag, at the Home Ground of the Club which was, in

respect of the immediately preceding Season, the Champion Club of the League;

(ii) each of the five (5) Seasons 2024/25 to 2028/29 (inclusive), of more than five (5) League Matches during any one (1) of such five (5) Seasons at the Home Ground of each Club; and

(iii) during each other Season, of more than four (4) League Matches during any one (1) such Season, at the Home Ground of each Club;

**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 Seasons 2022/23 to 2028/29 (inclusive), Clubs shall, subject to these Rules, be permitted to exploit Club Pay-Per-View Tickets, by the Other Transmission of live moving images of play with commentary in the **Territory** (as defined in: "**Club Home Match Pay Per View Ticket - Terms and Conditions**", below, and used with the same meaning elsewhere in this Rule I22A.1), in League Matches at its Home Ground, only, and exclusively by Club Digital Media (defined in "**Club Home Match Pay Per View Ticket - Terms and Conditions**" aforesaid), in and of up to

five (5) League Matches, in which it is the Home Club, per Season, providing that at all times each Club shall comply with the Rules, any restrictions and/or conditions comprised in a Commercial Contract and shall comply with and enforce the “Club Home Match Pay Per View Ticket -Terms and Conditions” as set out in Rule I22A.5.

**I22A.2** Club Pay-Per-View Tickets must not be exploited by a Club, and a Club must not Other Transmit a League Match live or near live, at a time and/or on an occasion prohibited by the Company and/or by the statutes, rules and/or regulations of UEFA.

**I22A.3** Where a Home Club wishes to exploit within the Territory Club Pay-Per-View for and in relation to a Home League Match it must:

- (a) comply with the Rules;
- (b) ensure that the Other Transmission of such a Match does not to any extent take place at or during a time prohibited by a Commercial Contract;
- (c) give not less than 14 clear days written notice to the Secretary of the proposed date and time of such Home League Match and of its wish to so exploit Club Pay-Per-View for and in relation to such Home League Match; and
- (d) in advance of such Home League Match and the exploitation of Club Pay-Per-View for and in relation to such Home League Match, secure the written agreement of the Company to any scheduling or re-scheduling of the date and time of such League Match to the date time proposed by the Club and approved by the Company or such other date and/or time as may be approved in writing by the Company

**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.

**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:

- (iii) that such modification must not affect the substance and/or meaning of the PPV Terms and Conditions for the acquisition of Seasons 2022/23 to 2028/29 (inclusive) Pay-Per-View Tickets as set out below; and
- (iv) 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 Seasons 2022/23 to 2028/29 (inclusive) 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 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 Seasons 2022/23 to 2028/29 (inclusive) 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 Match** means a Club’s Home 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 Home Match where such Official Match is being broadcast live by Sky UK Limited under and in terms of a contract with the Company or by another broadcaster under and in terms of a contract between such broadcaster and the Company which does not permit the Home Club to sell, or otherwise distribute, Pay-Per-View Tickets;

**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 Match on a Live basis will be set out on the Club Website. [You will need to login using your username and password/code.]*

**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 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 Match outside the Territory; and*
- (i) distribute or publish any data or information in relation to the Relevant Home 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 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 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.*

10 *The draft complaints procedure must be carefully checked to ensure consistency with your existing 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 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 Pay-Per-View Tickets shall:

- (i) only be to individual recorded purchasers, resident in the Territory at a disclosed and recorded address, not to any corporate or other group purchaser, not for resale to and/or for use by any third party, and for wholly non-commercial viewing purposes personally by the purchaser;

- (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 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 Pay-Per-View Ticket are received and viewed in circumstances where same is not permitted by the PPV Terms and Conditions at Rule I22A.5 respectively, at its own instance;
- (ii) the implement and enforcement of 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 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.
- (v) Under no circumstances shall a Club, except in the exercise of its Club Rights outside of the UK and Ireland and in the exercise of its PPV rights, or with the prior written consent of the Company provide/supply live or near live access

to electronic or digital Match coverage and/or signal access except insofar as permitted in terms of these Rules and/or on Board direction.

- (vi) If the Company and/or any PPV User cannot access the required such coverage through or via the PPV stream initiated by the Home Club, then, where the Board approves, on such terms and conditions as it may think appropriate, streaming through or by such digital Match coverage contractor may take place, subject to such conditions and/or requirements as the Board may from time to time consider appropriate.

**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 C27 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 C27A and C27B 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;

- 132.2** 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
- 132.3** 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**

- 133** 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 camera operator 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.
- 134** 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.
- 135** 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.
- 136** 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.
- 137** 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**

- 138** 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 or she 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 their 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 their decision.
- I47** The Expert shall adjudicate on the matter for determination by him and shall issue their 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.

- 148** 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.
- 149** 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.
- 150** 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.
- 151** 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.

**I53** Wherever the term “**moving pictures**” is used it means moving pictures with or without sound.

**I54** Wherever the term “**rights, facilities and properties**” is used this includes, but is not limited to, all contractual and property (whether tangible or intangible) rights all rights in and relating to intellectual property including all rights held by way of license, all image and other similar rights held in respect of Players and all rights of access to databases and database rights generally.

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

### **Powers of the Board and Section J Tribunals**

- J1** The Board shall have the power to deal with any suspected or alleged breach of these Rules by:
- J1.1** making a Determination in accordance with Rule J9;
  - J1.2** offering a sanction in accordance with Rule J25;
  - J1.3** concluding a Sanction Agreement, provided that agreement has been ratified in accordance with Rule J30; and/or
  - J1.4** referring the matter to a Section J Tribunal appointed under Rule J3.
- J2** 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.
- J3** The Board may appoint a Section J Tribunal to deal with any matter in respect of which the Board has the power of inquiry in terms of Rule J7 and/or Determination in terms of Rule J9.
- J4** Upon determining that a breach of or failure to fulfil the Rules or Regulations has been established, the Board or a Section J Tribunal may:-
- J4.1** issue a warning as to future conduct;
  - J4.2** issue a reprimand;
  - J4.3** impose a fine;
  - J4.4** annul the result of an Official Match or Matches;
  - J4.5** order that an Official Match or Matches be replayed;
  - J4.6** impose a deduction of points;
  - J4.7** award an Official Match or Matches (with such deemed score as it thinks appropriate) to a Club;
  - J4.8** order the playing of an Official Match or Matches behind closed doors;
  - J4.9** order the closure of all or part of a Stadium for such period and for such purposes as it thinks appropriate;
  - J4.10** order the playing of an Official Match or Matches at such Stadium as it thinks appropriate;

- J4.11** order the relegation of a Club to a lower Division and make such consequent orders as to promotion as it shall think appropriate;
  - J4.12** subject to Rule J6, order that a Club be expelled from the League;
  - J4.13** withdraw or withhold the award of a title or award;
  - J4.14** order any Club, Official or Player to pay compensation to any Club, Player, person or party;
  - J4.15** order any Club, Official or Player to comply with any obligation or direction;
  - J4.16** cancel or refuse the League Registration of any Player League Registered or attempted to be League Registered;
  - J4.17** order that a Club concerned be debarred from Registering Players for such period as it thinks appropriate;
  - J4.18** 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;
  - J4.19** make such other direction, sanction or disposal, not expressly provided for in these Rules, as it shall think appropriate; and/or
  - J4.20** make such order as to expenses, including the expenses of the Company and/or Section J Tribunal and/or other party, as it thinks appropriate.
- J5** When imposing a direction, sanction or disposal the Board or a Section J Tribunal may apply such number and combination of the directions, sanctions and/or disposals provided for in Rule J4 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.
- J6** 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.

### **Power of Inquiry**

- J7** The Board and Section J Tribunals shall have the power of inquiry into:
- J7.1** all financial, contractual and other arrangements within, between and/or amongst Clubs and Players;
  - J7.2** 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; and

**J7.3** any matter considered by the Board or Section J Tribunal to be relevant to a Determination or an Appeal.

**J8** Every Club, Official and Player shall be liable to and shall afford every assistance to the Board or Section J Tribunal, as may be requested or required of it or them, including producing any documents or records whatsoever and howsoever kept relating to or concerning any matter in relation to which the Board or a Section J Tribunal has the power of inquiry and/or Determination.

### **Power of Determination**

**J9** The Board and Section J Tribunals: (i) shall have the power to determine whether there has been a breach of and/or failure to fulfil the Rules or Regulations in Determinations and Appeals; and (ii) may exercise such of the powers set out in Rules J4 and J5 as they shall think appropriate.

**J10** The Board and Section J Tribunals may require the attendance of any Official, Player and/or other person at any meeting of the Board or Section J Tribunal and/or the production of any documents or records whatsoever and howsoever kept relating to or concerning any matter in relation to which the Board or Section J Tribunal has the power of inquiry or Determination in terms of Rules J7 and J9 respectively.

**J11** Any Official, Player and/or Club who fails to appear before the Board or a Section J Tribunal or who fails to produce documents when required to do so pursuant to Rule J10, shall be in breach of these Rules.

### **Determination of Disputes**

**J12** If any dispute or difference, the method of resolution of which is not otherwise expressly provided for in these Rules, shall arise between: (i) a Club and a Player or (ii) two or more Clubs, a party to that dispute or difference may apply to the Board to have the dispute determined. The Board shall have the discretion to decide whether the matter will be determined by the Board or a Section J Tribunal. The Board or Section J Tribunal shall then consider and make a Determination on the matter. The Determination of such dispute or difference and any award made by the Board or a Section J Tribunal, shall be binding on the Club(s) and (if relevant) the Player, subject to any appeal to the Judicial Panel in terms of Section J of these Rules.

**J13** A Club or Player may request a personal hearing prior to Determination of a dispute, 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.

**J14** A Club or the Player may appeal to the Judicial Panel in terms of this Section J of these Rules against the Determination and any award made by the Board or a Section J Tribunal.

### **The Panel**

**J15** The Board shall establish and maintain a Panel of such persons as it may consider appropriate to appoint to be a member of a Section J Tribunal.

**J16** The Panel:-

**J16.1** may include members of the Board, who shall not be conflicted solely because they are members of the Board and/or members of the Company's executive; and

**J16.2** shall include such number of legally qualified persons whom the Board may appoint to sit on a Section J Tribunal and other persons as the Board shall consider appropriate.

**J17** A Section J Tribunal shall comprise not less than three members 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 Section J Tribunal, it shall also appoint one of the Section J Tribunal members to be the chair of the Section J Tribunal.

**J18** The Chair of a Section J Tribunal:-

**J18.1** must be independent of the parties involved; and

**J18.2** in the case of a matter concerning Unacceptable Conduct or an allegation of same, must be a solicitor or advocate with no less than 10 years standing.

**J19** The Board may, in its absolute discretion, when appointing a Section J Tribunal, appoint on an ad-hoc basis individuals who are not members of the Panel but whom they consider would be suitable for the particular appointment.

#### **Advice**

**J20** The Board and any Section J Tribunal may seek and obtain such legal and/or other advice and assistance as the Board or the Section J Tribunal shall consider appropriate in relation to or concerning any matter in which the Board or any Section J Tribunal has the power of inquiry in terms of Rule J7 and/or concerning any matter in which the Board or Section J Tribunal has a power of Determination in terms of Rule J9.

#### **Representation**

**J21** A Club, Official or Player appearing before the Board or a Section J Tribunal may be represented by a solicitor or counsel or by such other representative as it or they may determine.

#### **Rules of Procedure**

**J22** 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 Section J Tribunal.

**J23** Every Section J Tribunal, Club, Official and Player shall comply with any Rules of Procedure approved by the Board.

**J24** The Rules of Procedure shall be deemed to be additions to these Rules and to which Rules B4, B5 and B6 shall apply.

## **Offer of Sanction**

- J25** The Board may offer a sanction to a Club, Player and/or Official for any suspected or alleged breach of these Rules and Regulations which in its absolute discretion the Board considers should not be referred to a Section J Tribunal.
- J26** In exercising the power to offer a sanction, the Board shall be entitled to impose a warning as to future conduct pursuant to Rule J4.1, a reprimand pursuant to Rule J4.2 and/or a fine not exceeding:
- J26.1** For Clubs entitled in any Season to participate in the Premiership and the Premiership/Championship Play-Off Competition, the sum of £10,000; and
- J26.2** For Clubs entitled in any Season to participate in the Championship, League One, League Two and the Championship/League One Play-Off Competition and League One/League Two Play-Off Competition, the sum of £5,000,
- and the Board shall also be entitled to suspend any portion of any fine imposed in accordance with Rule J5.
- J27** Within 7 days of the date of the offer of a sanction, the Club, Player and/or Official to whom it is addressed must either:
- J27.1** notify the Board that the offer of sanction is accepted and comply with the terms of such offer of sanction; or
- J27.2** notify the Board that the offer of sanction is not accepted and the matter should be dealt with by a Section J Tribunal.
- J28** If a Club, Player and/or Official fails to provide a response within the timescales in Rule J27, it shall be presumed that the Board has been notified that the offer of sanction is not accepted and the matter should be dealt with by a Section J Tribunal. Failure to comply with the timescales in Rule J27 shall constitute a breach of these Rules.

## **Sanction Agreement**

- J29** The Board may conclude a Sanction Agreement with a Club, Player and/or Official for any suspected or alleged breach of these Rules and Regulations which in its absolute discretion the Board considers should not be referred to a Section J Tribunal.
- J30** Where the Board wishes to conclude a Sanction Agreement with a Club, Player and/or Official, it must provide a copy of the proposed Sanction Agreement to three members of the Panel who will be required, within five clear days of receipt, either:
- J30.1** to ratify the sanction set out in the proposed Sanction Agreement, in which case the Sanction Agreement can be concluded immediately by the parties and take immediate effect thereafter; or

**J30.2** to refuse to ratify the sanction set out in the proposed Sanction Agreement on the basis that it is unduly lenient, in light of the breach(es) of the Rules agreed. In such cases, either:

**J30.2.1** the parties may revise the sanction set out in the proposed Sanction Agreement and re-submit it to the same three members of the Panel within 7 days of receipt of the written reason provided in terms of Rule J31; or

**J30.2.2** the Board may refer the matter to a Section J Tribunal.

**J31** Where the three members of the Panel intend to refuse to ratify the sanction set out in the proposed Sanction Agreement, pursuant to Rule J30.2, they must: (a) first provide both parties to the proposed Sanction Agreement with an opportunity to make any representations and consider those representations prior to taking their final decision; and (b) if the decision remains that they will refuse to ratify the proposed Sanction Agreement, they must provide a joint written reason for their decision.

**J32** A decision taken pursuant to Rule J30 need not be unanimous and may be taken by simple majority.

#### **Decisions**

**J33** The Board or Section J Tribunal determining that there has been a breach of or failure to fulfil the Rules, imposing any penalty on any Club, Official or Player, or issuing a Determination or Appeal decision shall inform in writing each party of any such decision as soon as is reasonably practicable thereafter.

**J34** The Board may decide what, if any, publicity is to be given to a decision of the Board or a Section J Tribunal.

**J35** Decisions of the Board or Section J Tribunal when or in connection with inquiring into and/or determining a matter in terms of Rules J7 and/or J9 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**

**J36** Any Club or person who or which is the subject of an adverse decision by the Board or a Section J Tribunal, and the Company in the case of a decision by a Section J Tribunal 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 decision in accordance with the Judicial Panel Protocol.

**J37** 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.

**J38** Where a right of appeal is validly exercised to the Judicial Panel the Board or a Tribunal shall provide the appellant and the Judicial Panel with written reasons for the decision appealed against.

## **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 and experience at football grounds in Scotland.
- 2** The aim of the Code is to ensure that such Giant 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 Giant 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** Where VAR is in operation, the Home Club shall install and utilise, as directed by the Company, such equipment as is necessary to ensure that the VARdict information feed can be used on the Giant Screen.
- 6** 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 Giant 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.
- 7** The following provisions govern the acceptable use of the Giant Screens, subject to paragraph 8 directly below:-
  - (a)** "Live" action may be shown during the course of the match being played.
  - (b)** 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.
  - (c)** Replays or still images of incidents determined by VAR and issued in accordance with the Scottish FA's VAR Protocol may be shown during the course of the match being played.
- 8** The following provisions govern the unacceptable use of the Giant Screens:
  - (a)** 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.
  - (b)** 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.

- (c)** No pictures or sound from those occupying the Technical Area may be shown.
  - (d)** The Giant 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.
  - (e)** Clubs utilising such Giant Screens shall do so in a responsible manner and shall not permit the transmission of any material via the Giant 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.
- 9** A Club must seek prior written consent from the Board where that Club wishes to show "live" action from a match being played outwith its stadium on a Giant Screen (whether fixed or portable), and such consent shall be given on such terms and conditions as the Board may decide.

## **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 - Outturn position for Season 2019/2020****Part A, Outturn position of Premiership Division at end of Season 2019/2020 as provided in Rule C13**

Season 2019/2020 - Premiership - Points per Game						
League Position			Games played	Points	Goal Difference	Points or Points / Game
1	1	Celtic <sup>1 2 3</sup>	30	80	70	2.6667
2	2	Rangers <sup>4</sup>	29	67	45	2.3103
3	3	Motherwell <sup>5</sup>	30	46	3	1.5333
4	4	Aberdeen <sup>6</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>7</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 C13**

Season 2019/2020 - Championship - Points per Game   13 March 2020						
League Position			Games played	Points	Goal Difference	Points / Game
13	1	Dundee United <sup>8 9</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>10</sup>	27	26	-15	0.9630

<sup>1</sup> Champion Club of the League for Season 2019/2020

<sup>2</sup> Champion Club of the Premiership Division for Season 2019/2020

<sup>3</sup> To be nominated to participate in the UEFA Champions League in Season 2020/2021

<sup>4</sup> To be nominated to participate in the UEFA Europa League in Season 2020/2021

<sup>5</sup> To be nominated to participate in the UEFA Europa League in Season 2020/2021

<sup>6</sup> To be nominated to participate in the UEFA Europa League in Season 2020/2021

<sup>7</sup> To be relegated to participate in the Championship Division in Season 2020/2021

<sup>8</sup> Champion Club of the Championship Division for Season 2019/2020

<sup>9</sup> To be promoted to participate in the Premiership Division in Season 2020/2021

<sup>10</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>11 12</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>13</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>14 15</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

### 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

<sup>11</sup> Champion Club of the League One Division for Season 2019/2020

<sup>12</sup> To be promoted to participate in the Championship Division in Season 2020/2021

<sup>13</sup> To be relegated to participate in the League Two Division in Season 2020/2021

<sup>14</sup> Champion Club of the League Two Division for Season 2019/2020

<sup>15</sup> To be promoted to participate in the League One Division in Season 2020/2021

**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

### 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
- 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..... Signature.....  
(on behalf of the Club)

Date.....

Name..... Signature.....  
Player

Date.....


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

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 camera operator 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 – Style Match Information Form



### SPFL Match Information

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

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

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

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

Team Info for \_\_\_\_\_

v

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

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

Venue \_\_\_\_\_

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

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

Date \_\_\_\_\_

Penalties \_\_\_\_\_

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

	No.	First Name	Last Name	Capt. (✓)	D.O.B	Scorer Times(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										

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

No.	Name	Designation
1		
2		
3		
4		
5		
6		
7		Club Doctor

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

No.	Name	Designation
1		
2		
3		
4		
5		
6		
7		
8		

**TO COACH:**  
**75mins prior to kick-off:**

- Copy to Referee by email
- Copy to Opposing Team by email
- Copy to be retained.

**TO REFEREE:**

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



**SPFL Match Information**

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

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

Competition \_\_\_\_\_

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

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

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

Venue \_\_\_\_\_

Date \_\_\_\_\_

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

\_\_\_\_\_ v \_\_\_\_\_

Team Info for \_\_\_\_\_

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

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

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

Penalties \_\_\_\_\_

	No.	First Name	Last Name	Capt. (✓)	D.O.B	Scorer Times(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										
Sub										
Sub										
Sub										

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

No.	Name	Designation
1		
2		
3		
4		
5		
6		
7		Club Doctor

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

No.	Name	Designation
1		
2		
3		
4		
5		
6		
7		
8		

**TO COACH:**  
**75mins prior to kick-off;**

- Copy to Referee by email
- Copy to Opposing Team by email
- Copy to be retained.

**TO REFEREE:**

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

**APPENDIX 7 – Player Age Criteria**

The following table sets out the relevant date that a Player requires to be born on or after in order to fulfil the criteria of the relevant definition pertaining to it:

<b>Season</b>	<b>Under 18 Player</b>	<b>Under 19 Player</b>	<b>Under 20 Player</b>	<b>Under 21 Player</b>
<b>Season 2024/25</b>	1 January 2007	1 January 2006	1 January 2005	1 January 2004
<b>Season 2025/26</b>	1 January 2008	1 January 2007	1 January 2006	1 January 2005
<b>Season 2026/27</b>	1 January 2009	1 January 2008	1 January 2007	1 January 2006
<b>Season 2027/28</b>	1 January 2010	1 January 2009	1 January 2008	1 January 2007
<b>Season 2028/29</b>	1 January 2011	1 January 2010	1 January 2009	1 January 2008
<b>Season 2029/30</b>	1 January 2012	1 January 2011	1 January 2010	1 January 2009

The following table sets out the relevant date that a Player requires to be born on or before in order to fulfil the criteria of the relevant definition pertaining to it:

<b>Season</b>	<b>Over Age Player</b>
Season 2024/25	31 December 2003
Season 2025/26	31 December 2004
Season 2026/27	31 December 2005
Season 2027/28	31 December 2006
Season 2028/29	31 December 2007
Season 2029/30	31 December 2008

## **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, E26, E28.10, any relevant sanction imposed in terms of Rules J4 and J5, 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 or she 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 76 to 82 (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 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.** 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 prior permission in writing of the Club with which the Player is Scottish FA Registered, except:
- (i)** during the last 6 months of the term of a Professional Player's Contract of Service ; or
  - (ii)** in relation to an Under 18 Amateur Player, subject to Regulations 76 to 82 (inclusive), after the termination of their Scottish FA Registration.
- 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 76 to 82 (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 Professional 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 Professional 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, or in terms of a Cooperation Agreement, 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, or his Cooperation Club in accordance with the terms of a Cooperation Agreement, 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 agent 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 agents 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. For the avoidance of doubt, an original of a document can be validly retained digitally under this Regulation if the fully executed version of the document was exchanged between the relevant parties by electronic transmission.

### **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.

#### **Agents and Transfers**

- 52.** If an agent or agents shall have been involved in the transfer or Temporary Transfer of a Player to a Club such agent or agents 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).

**57.** Subject to Regulation 60, a Club shall not, at any one time, have more than, in aggregate, six Players from Clubs and Scottish Football clubs who are either: (i)

League Registered with it on the basis of Temporary Transfers; or (ii) Qualifying Players under a Cooperation Agreement. Of those six Players:-

- (i) a Club shall not have more than one Player 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; and
- (ii) a Club shall not have more than five Players from any one other Club for the time being eligible to participate in a different Division from itself. Of those five Players, at any one time there shall be no more than three Players League Registered with it on the basis of Temporary Transfers from that Club or three Qualifying Players from that Club under a Cooperation Agreement.

- 58.** Subject to Regulation 60, in the event that a transferee Club shall have more: (i) Players League Registered with it on the basis of Temporary Transfers; and/or (ii) Qualifying Players pursuant to a Cooperation Agreement 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) and 57(ii).
- 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 and/or Qualifying Players pursuant to a Cooperation Agreement at any one time, than is permitted by each of Regulations 57(i) and 57(ii). Any Player whose League Registration with a transferee Club is terminated in accordance with Regulation 58 shall be dealt with in accordance with Regulation 66. 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 66 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 66. Any dispute as to the amount payable to such a Player during 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 / Parent 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.
- 65A.** During the term of a Cooperation Agreement, a Qualifying Player shall not Play for his Cooperation Club against his Parent 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.

**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.**

- 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 permitted to Scottish FA Register and League Register a Player on the basis of a Temporary Transfer, during September and February in Season 2025/26.
- 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 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.

- 70.** 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 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**

- 71.** Trialists are not eligible to Play for a Club in League Matches in the Premiership and in the Championship, League Matches in any Season on or after 1 April in that Season and in Play-Off Matches and otherwise (subject always to compliance with the Rules and Regulations and, in respect of Official Matches in the League Cup and Challenge Cup, the respective competition's Regulations) Trialists are eligible to Play in Official Matches. The restrictions on the Playing of Trialists in the League Cup and Challenge Cup are contained within the respective competition's Regulations.
- 72.** Not more than two Trialists may Play for a Club in any one League Match in which Trialists are eligible to Play.
- 73.** An individual Trialist may Play as a Trialist in a maximum of three League Matches in which Trialists are eligible to Play in any one Season for any one Club.
- 74.** 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. Failure to do so shall be a breach of these Player Regulations and shall be dealt with by the Board in accordance with the provisions of Section J of the Rules, however failure to comply with this Player Regulation 74 shall not result in the individual Trialist being ineligible to Play in an Official Match provided that the individual Trialist was otherwise eligible to Play in that Official Match for the Club as a Trialist.
- 75.** 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**

- 76.** Any Club (the “Offering Club”) which wishes to offer an Amateur Scottish FA Registration with the Offering Club to an Under 18 Player who is Scottish FA Registered as an Amateur Player at another Club (the “Current Club”) must first send written notification to the Secretary by recorded delivery post or email (a “Commitment Letter”), advising the Secretary:
- (i)** of its interest in the relevant Under 18 Player; and
  - (ii)** that if the relevant Player wishes to be Scottish FA Registered with the Offering Club, then the Offering Club pay to the Current Club the full amount of any Scottish FA compensation payable in respect of the Under 18 Player concerned.
- 77.** To be effective a Commitment Letter must be sent 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 Current Club.
- 78.** Any Commitment Letter sent to the Secretary is final, binding and irrevocable on the Offering Club and the Offering Club shall be bound to:
- (i)** Scottish FA Register the Under 18 Player concerned, should the Under 18 Player concerned wish so to do, immediately following the expiry of his then current Scottish FA Registration with the Current Club; and
  - (ii)** make payment of all Scottish FA compensation then payable to the Current Club.
- 79.** The Secretary on receipt by them of a copy of a Commitment Letter shall send the same by recorded delivery or email to the Under 18 Player concerned and shall confirm in writing that they have done so to the Offering Club. Only on receipt of such confirmation from the Secretary shall the Offering Club be permitted to speak to the Under 18 Player concerned and his parents/guardians with a view to the Offering Club proposing that he Scottish FA Register as an Amateur Player with the Offering Club at the expiry of his then current Registration with the Current Club.
- 80.** If the Under 18 Player concerned or his parents/guardians 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/guardians 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 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/guardians without first issuing a further Commitment Letter.
- 81.** 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/guardians to agree to Scottish FA Register with the Offering Club and under no circumstances shall the Current 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/guardians not to agree to Scottish FA Register with the Offering Club.

- 82.** Except by means of a 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, failing which the Rules.
- 1.2** Where, in these Regulations, reference is made to a Rule or Regulation by letter and/or number the reference is to a Rule of the SPFL Rules and 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 competition for the relevant Season;
- 1.5.2** "**Extra Time**" means an additional 30 minutes of play where the score is tied at the final whistle, operated in accordance with these Regulations and the procedures laid down by the Laws of the Game;
- 1.5.3** "**Home Club**", which includes club, means the Club/club on and at whose ground the relevant Match should be or should have been played, or 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 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 Recognised 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 or a Home Match, subject that the Board may give such approval to a ground and/or stadia without application by the Home Club and/or 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 or club for Competition Matches/a Competition Match. Approval of another ground and/or stadia, i.e. other than the Home Club's Registered Ground or, in the case of a club, other than where it ordinarily plays first team matches in the

Recognised League of which it is a member, if sought by a Club or club, must be applied for in writing to the Company, unless the Board is satisfied that it was not reasonably practicable to make such application within the period specified, not less than seven days in advance of a Match in relation to which such approval is sought;

- 1.5.6 **"Penalty Kicks"** means kicks taken from the penalty mark in accordance with the current procedures laid down from time to time by the Laws of the Game;
  - 1.5.7 **"Recognised League"** means the SHFL and/or the SLFL (as relevant);
  - 1.5.8 **"Regulations"** means the regulations of the Scottish Professional Football League, as amended from time to time;
  - 1.5.9 **"Rules"** means the rules of the Scottish Professional Football League, as amended from time to time;
  - 1.5.10 **"SHFL"** means the Scottish Highland Football League;
  - 1.5.11 **"SLFL"** means the Scottish Lowland Football League;
  - 1.5.12 **"VAR Costs"** means the costs specified by the Scottish FA and/or Company and communicated to Clubs/clubs from time to time for use of VAR in a Match, including the fees and expenses of the video assistant referee, assistant video assistant referee and replay operator; and
  - 1.5.13 **"Visiting Club"**, which includes club, means the Club/club which should play or should have played any Match on and at 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 or club whose name is drawn second.
- 1.6 Any notice required to be given to any person or party shall be sufficiently given if it is communicated by email or any other form of electronic communication sent to the relevant person or party and/or by being posted onto the website of the Scottish Professional Football League.
- 1.7 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.

## 2 **Competition 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 including the power to depart from, amend, suspend and/or supplement all or any part of these Regulations if, in its sole discretion, it considers it expedient so to do 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** In respect of the Semi-Finals and Final ties and pursuant to Regulations 4.18, 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 in each of such ties.
- 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, in its sole discretion, consider appropriate in order to ensure the efficient operation, conduct 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 any provision(s) in these Regulations relating to or concerning the structure, organisation and/or operation of the Competition or other matter relating to or concerning the Competition, and may, by written notice to Clubs and clubs with an interest in same, notify to Clubs and clubs of 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, Officials, 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:
- 4.2.1** all Clubs in the League in the relevant Season; and
- 4.2.2** such other club(s), if any, identified by the Board.

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 shall give written notice of such change(s) to all Clubs and any other person or club with an interest therein.

#### **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, Extra Time will be played 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-seven Clubs of the League which are not, in relation to the relevant Season, eligible to participate in UEFA owned and operated competitions and the 3 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.

- 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 drawn 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 a further 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;
  - (vi)** higher number of points obtained in the Group Matches played among the Clubs or clubs in question; and
  - (vii)** 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 based on goals scored or goal difference 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 3 runners up across all of the Groups shall be determined on the basis that the 3 Clubs or clubs with the 3 greatest numbers of points gained across all of the Groups shall be the 3 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 3 Group runners up. The results of any Penalty Kick competition shall be excluded from determining the rankings of Clubs based on goals scored or goal difference 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 3 best 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 5 Clubs eligible to take 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 each of the 5 Clubs eligible to participate in UEFA owned and operated competitions during the relevant Season and which did not participate in the First Round of the Competition and the 3 highest ranked Clubs or clubs which were winners of one of the Groups in the First Round of the Competition. The 3 such seeded Group winners shall be determined in the first instance by the 3 Group winners which scored the highest numbers 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 3 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 3 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 3 seeded Group winners. The results of any Penalty Kick competition shall be excluded from determining the rankings of Clubs based on goals scored or goal difference 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 Visiting 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/or time of any Match and to determine the venue and/or change the venue for any Match.
- 5.4** 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.
- 5.5** 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.
- 5.6** 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 pursuant to Section J of the Rules.
- 5.7** 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.

- 5.8** 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 without sufficient reason (as determined by the Board in its absolute discretion) shall be dealt with in accordance with the provisions of Section J of the Rules.
- 5.9** No Match shall be postponed except on the instructions of the appointed Match referee, the pitch inspector or the Board.
- 5.10** If a Match is postponed other than by the Board, such postponement shall be reported to the Secretary immediately by the appointed Match referee.
- 5.11** 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.
- 5.12** 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 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/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) ("**Match Information Form**"), 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 plus the Club Doctor 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 '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 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, 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; 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, 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.

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. The provisions of the Rules so far as concerning and relating to 'warming up areas and their use shall apply to and be adhered to by Clubs and clubs participating in Competition Matches, except in so far as inconsistent with these Regulations.

**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 72 hours 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. The competing Clubs/clubs shall notify the Match referee of the kit it intends its Players to wear in the Match as soon as the Match referee is appointed by the Scottish FA. Such notifications 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 Refereeing (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** The provisions of the Rules so far as concerning and relating to 'strips and what they must and/or may comprise of in terms of colours and style and which badges, advertising and insignia may appear thereon shall apply to and be adhered to by Clubs

and clubs participating in Competition Matches, except in so far as inconsistent with these Regulations.

## **8 Eligibility of Players**

- 8.1** A Player must be aged 16 years or more to be eligible to Play in the Competition.
- 8.2** Except in the case of a player of a club from another Recognised League taking part in the Competition and subject to Regulation 8.6 in the case of Qualifying Players on a Cooperation List, 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.
- 8.3** Subject to Regulation 8.1, 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 top or first league Competition of the relevant Recognised League and must be registered with the Scottish FA.
- 8.4** In the First Round (Group Stage) of the Competition, no Club/club (“A”) shall Play, or list as a named substitute, any Player who, in the same Season, has already played in a Match in the First Round (Group Stage) of the Competition by entering the field of play, whether in the starting eleven or by being used as a substitute, for another Club/club (“B”) and any such Player shall not be eligible to Play, or be listed as a named substitute, for Club A in the First Round (Group Stage) of the Competition.
- 8.5** Except for a Player/player who has only Played, including being listed as a named substitute, in the First Round (Group Stage) of Matches who shall not be included for the purposes of this Regulation 8.5, in the ‘knockout’ phase of the Competition, 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.
- 8.6** Subject to these Regulations, the Rules, the Player Regulations and the terms of the Scottish FA Club Cooperation Regulations, a Qualifying Player shall only be eligible to Play for a Cooperation Club in the Competition if:
- 8.6.1** he is League Registered with a Parent Club which has a Cooperation Agreement with the Cooperation Club; and
  - 8.6.2** the relevant Qualifying Player is listed on a Cooperation List under such Cooperation Agreement,

notwithstanding that the Qualifying Player is not League Registered with that Cooperation Club. In the event that a Parent Club is drawn to play against a Cooperation Club which has an eligible Qualifying Player (in accordance with Regulations 8.6.1 and 8.6.2) from the Club of such Parent Club, any such Player/player shall not be eligible to play in the relevant Match for either the Parent Club or the Cooperation Club.

- 8.7** 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.
- 8.8** Trialists are eligible to Play in the First Round (Group Stage) of the Competition only. In the case of Clubs/clubs participating in the First Round (Group Stage) of the Competition, subject to 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 First Round (Group Stage) Match. Each of such Trialists may only be included on Match Information Forms as a Trialist on a maximum of four occasions in First Round (Group Stage) Matches, by such Club/club during the Competition. Trialists are not eligible to Play in any Match in the 'knockout' stage of the Competition.
- 8.9** 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 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.

## **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 and, 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 (the "Home Club

Retention”), be divided equally between the two Clubs participating in each Match, and the Home Club shall, on receipt of a valid 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 Home Club.
- 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 be dealt with in accordance with Section J of the Rules. 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 Visiting 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** Subject to Regulation 10.6, in the event that VAR (as defined in Regulation 17) is used in Matches in the Second Round or Quarter Finals of the Competition, the Home Club shall be responsible for paying the VAR Costs to the Company (or as the Company shall direct) from the gate receipts of the Match after deduction of the Home Club Retention in accordance with Regulation 10.1 within three days of the date on which the Match is played. In the event that the gate receipts after such deduction are insufficient to pay the VAR Costs, the competing Clubs/clubs shall be responsible, jointly, for paying any shortfall in the VAR Costs to the Company (or as the Company shall direct) within three days of the date on which the Match is played.
- 10.6** Notwithstanding Regulation 10.5, where VAR is used in a Match because one of the competing Clubs has agreed to pay the VAR costs pursuant to Regulation 17.13.2, such Club shall be responsible for payment of the VAR Costs to the Company (or as the Company shall direct) within three days of the date on which the Match is played.

- 10.7** In all rounds of the Competition, excluding the Semi Final and Final Rounds, 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. 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.
- 10.8** 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.
- 10.9** For each Match in the Semi Final Round of the Competition:
- 10.9.1** the ticket pricing and number of tickets to be allocated to each participating Club/club shall be determined by the Board;
  - 10.9.2** 15% (or such lesser percentage as the Company may be able to agree) of the net 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;
  - 10.9.3** following the payment specified at Regulation 10.9.2, the Match expenses and costs incurred by the Company or for which the Company is liable (including the VAR Costs) shall then be deducted from the remaining balance and applied in the discharge and/or reimbursement of such expenses and costs;
  - 10.9.4** the Company shall retain 5% of the remaining balance following the payments specified at Regulations 10.9.2 and 10.9.3; and
  - 10.9.5** following all payments specified in this Regulation 10.9 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.
- 10.10** For the Final Match of the Competition:
- 10.10.1** the ticket pricing and number of tickets to be allocated to each participating Club/club shall be determined by the Board;

- 10.10.2** 18% (or such lesser percentage as the Company may be able to agree) of the net 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;
- 10.10.3** following the payment specified at Regulation 10.10.2, 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;
- 10.10.4** the Company shall retain 5% of the remaining balance following the payments specified at Regulations 10.10.2 and 10.10.3; and
- 10.10.5** following all payments specified in this Regulation 10.10 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.
- 10.11** 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 an additional 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.
- 10.12** 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 Section J Tribunal 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 Scottish FA in respect of 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** 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.
- 17.9** Referees must immediately report late starts of Matches and late arrivals of assistant referees and/or themselves to the Secretary.
- 17.10** The Match Officials shall have both teams prepared to enter the field of play together five minutes prior to the kick-off time.
- 17.11** 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.

**17.12** 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.

**17.13** Video assistant referees (**VARs**) shall be used:

**17.13.1** at the sole discretion of the Board for the Semi-Final Matches and the Final Match; and

**17.13.2** for Matches in the Second Round and Quarter-Final where the relevant Match is to be played at the Registered Ground of a Club in the top division of the Scottish Professional Football League, the necessary equipment for the operation of VAR is already installed at such Registered Ground and:

- (a) such relevant Match will be broadcast live on television; or
- (b) where such relevant Match will not be broadcast live on television, (i) the competing Clubs/clubs agree to so use VAR or (ii) one of the competing Clubs/clubs wishes to use VAR and agrees to pay for the VAR costs for the relevant Match, or (iii) otherwise directed by the Board, in all cases, in accordance with the Laws of the Game and the relevant IFAB protocol and any protocols agreed between the Company and the Scottish FA for the purpose of assisting the Referee.

**17.13.3** No sources or systems other than the official VAR system may be used by the Referee to review replays during the Match. A failure of the VAR system shall in no way prejudice the referee's decision. If necessary, for example in case of a system failure, Matches at which VAR would otherwise be used in accordance with Regulation 17.13 will take place or continue without the use of VAR.

**17.13.4** Should Clubs/clubs or a Club/club agree to so use VAR in accordance with Regulation 17.13.2 (b), notification of such proposed use must be made by the Home Club to the Secretary no later than 48 hours following conclusion of the relevant draw where ties are confirmed.

**17.14** In the event that a VAR, assistant VAR or replay operator is unable to start or complete the Match, he or she will only be replaced by someone who is qualified for that role. If no qualified replacement can be found for the VAR or replay operator, the Match must be played or continue without the use of VARs. If no qualified replacement can be found for the assistant VAR, the Match must be played or continue without the use of VARs unless, in exceptional circumstances, both teams agree in writing that the

Match may be played or continued with only the VAR and replay operator. If the VAR system fails to operate during a match, the Match must continue and the result of the Match shall be unaffected by such failure.

- 17.15** Goal-line technology shall be used at the sole discretion of the Board for the Semi-Final Matches and the Final Match.

## **18 Footballs**

- 18.1** A new ball of FIFA Quality Pro standard 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.

- 18.2** In the Semi-Final Matches and Final Match, a system of replacement balls (or multi-ball) shall operate in accordance with Law 2.3 in the Laws of the Game and any guidance issued by the Board, as amended or supplemented from time to time.

- 18.3** Each Club/club entitled to play in the League Cup shall notify the Secretary in writing, no later than 30 June prior to the commencement of the Competition in each Season, if the Club/club intends to utilise a single match ball or a system of replacement balls (or multi-ball) in all League Cup matches prior to the Semi-Final Matches and Final Match, in accordance with Law 2.3 in the Laws of the Game and any guidance issued by the Board, as amended or supplemented from time to time. Should participating Clubs'/clubs' ball replacement system differ in Matches prior to the Semi-Final Matches and Final Match, the ball replacement system of the Home Club shall be operated.

- 18.4** No Club/club shall utilise a different ball replacement system than that notified to the Secretary without first obtaining written approval of the Board.

## **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 camera operator 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 to A18 (inclusive), B1 to B3 (inclusive), C47 to C50 (inclusive), F1, F1A and F2, G1, G3 to G5 (inclusive), G7, G9 to G15 (inclusive), G22D to G22F (inclusive), G28, G46 to G47 (inclusive), G52 to G64 (inclusive), G68 to G83 (inclusive), Section H (all), I33 to I41, I52 to I54, Section J (all), Appendices 1, 2, 5 and 6 and Annexes 1, 2, 4, 5, 7, 8 and 9, shall apply to the Competition with Matches in the Competition substituted for League Matches and Play-Off Matches where applicable.
- 21.2** 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.
- 21.3** The provisions of Regulations 21.2 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 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 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, failing which the Rules.
- 1.2** Where, in these Regulations, reference is made to a Rule or Regulation by letter and/or number the reference is to a Rule of the SPFL Rules and 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 competition for the relevant Season;
- 1.5.2** "**Extra Time**" means an additional 30 minutes of play where the score is tied at the final whistle, operated in accordance with these Regulations and the procedures laid down by the Laws of the Game;
- 1.5.3** "**Home Club**", which includes club, means the Club/club on and at whose ground the relevant Match should be or should have been played, or 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 is drawn first;
- 1.5.4** "**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 Recognised 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 or a Home Match, subject that the Board may give such approval to a ground and/or stadia without application by the Home Club and/or 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 or club for Competition Matches/a Competition Match. Approval of another ground and/or stadia, i.e. other than the Home Club's Registered Ground or, in the

case of a club, other than where it ordinarily plays first team matches in the Recognised League of which it is a member, if sought by a Club or club, must be applied for in writing to the Company, unless the Board is satisfied that it was not reasonably practicable to make such application within the period specified, not less than seven days in advance of a Match in relation to which such approval is sought;

- 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; **and** (ii) who was 20 or more years old on 31 December 2024;
  - 1.5.7 **“Penalty Kicks”** means kicks taken from the penalty mark in accordance with these Regulations and the current procedures laid down from time to time by the Laws of the Game;
  - 1.5.8 **“Recognised League”** means the SHFL and/or the SLFL (as relevant);
  - 1.5.9 **“Regulations”** means the regulations of the Scottish Professional Football League, as amended from time to time;
  - 1.5.10 **“Rules”** means the rules of the Scottish Professional Football League, as amended from time to time;
  - 1.5.11 **“SHFL”** means the Scottish Highland Football League;
  - 1.5.12 **“SLFL”** means the Scottish Lowland Football League; and
  - 1.5.13 **“Visiting Club”**, which includes club, means the Club/club which should play or should have played any Match on and at the ground of the Home Club or 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.
- 1.6 Any notice required to be given to any person or party shall be sufficiently given if it is communicated by email or any other form of electronic communication sent to the relevant person or party and/or by being posted onto the website of the Scottish Professional Football League.
- 1.7 Any Club/club in breach of or failing to fulfil these Regulations, including any club which is a member, Player or Official 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.

## 2 **Competition 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 including the power to depart from, amend, suspend and/or supplement all or any part of these Regulations if, in its sole discretion, it considers it expedient so to do 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 4.19 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, in its sole discretion, consider appropriate in order to ensure the efficient operation, conduct 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 any provision(s) in these Regulations relating to or concerning the structure, organisation and/or operation of the Competition or other matter relating to or concerning the Competition, and may by written notice to Clubs and clubs with an interest in same notify to Clubs and clubs of any such modification, supplement or other variation.

### **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, Officials, 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 current Season; and
  - 4.2.2** the up to twelve Clubs entitled, during the relevant Season, to participate in the Premiership and/or such other numbers of Clubs/clubs as the Board shall consider appropriate, including, without limitation, from any Division of the League or from any league recognised by the Scottish FA, fielding in the Competition only 'colt/development teams' consisting, subject to Regulation 7.7, only of: (i) Players League Registered with the relevant Club

who had not attained the age of 20 years on 31 December 2024, and (ii) Players who had not attained the age of 20 years on 31 December 2024 and who are the subject of a Temporary Transfer by the relevant Club (“**Colt Teams**”). Each Premiership Club is required to participate in the Competition by entering and providing for a Colt Team unless the Board agrees, on prior application in writing by a Premiership Club that for such Season or Seasons for which the Board may so agree, that the Club concerned may not so participate.

- 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 30 League Clubs specified in Regulation 4.2.1 and the Clubs required to provide Colt Teams as specified in Regulation 4.2.2 for which the Board has not agreed non-participation by any Premiership Club for the relevant Season) and may 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 during 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 and may, if it considers appropriate in any Season or Seasons, alter/vary whether any of the classes of participant Clubs or clubs identified in Regulation 4.2 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.
- 4.5** The Competition shall be played in a league phase followed by ‘knockout’ rounds designated as follows: “League Phase”, “Round of [Number]” and “[Quarter Final/Semi Final/Final]”.
- 4.6** Subject that the Board may determine that any round or rounds of a Competition may take place on a ‘league’ or ‘group’ basis utilising such arrangements, procedures and qualifications as the board may from time to time determine and notify to all Clubs and clubs with an interest, the ‘rounds’ of 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 ‘knockout’ Matches other than the 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 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 as set out in Regulation 4.7.1, 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.
- 4.9** 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 phases or 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, advise of any such modification, supplement or other variation.

#### **League Phase**

- 4.10** The composition of the League Phase shall comprise the following 30 Clubs and clubs:
- 4.10.1** the 10 League One Clubs in Season 2025/26;
  - 4.10.2** the 10 League Two Clubs in Season 2025/26; and
  - 4.10.3** the 10 Colt Teams.
- 4.11** The fixture schedule for the League Phase shall be compiled in accordance with the following principles:
- 4.11.1** the 30 Clubs/clubs shall be allocated by the Board, in its sole discretion, to one of two broadly regionalised sections – North and South- so as to achieve, so far as reasonably practicable, a broadly even distribution of Clubs and clubs;
  - 4.11.2** the Board shall, in accordance with this Regulation, determine which Clubs/clubs are allocated to which section;
  - 4.11.3** within the North section, the Clubs/clubs are divided into three pots of four Clubs/clubs. Pot 1 shall comprise Clubs from League One, Pot 2 shall comprise Clubs from League Two and Pot 3 shall comprise Colt Teams;

- 4.11.4** within the South section, the Clubs/clubs are divided into three pots of six Clubs/clubs. Pot 1 shall comprise Clubs from League One, Pot 2 shall comprise Clubs from League Two and Pot 3 shall comprise Colt Teams; and
- 4.11.5** the opponents of each Club are determined by means of a digital algorithm in accordance with the following principles:
- 4.11.5.1** Each Club/club will play against three opponents from each of the other two pots in its section. For the avoidance of doubt, a Club/club shall not play against any other Club/club contained within the same pot; and
- 4.11.5.2** Clubs/clubs will play each opponent at home or away, subject to the caveat that Colt Teams shall be the Visiting Club, unless otherwise agreed by the Board.
- 4.12** The League Phase shall be completed in accordance with the following principles:
- 4.12.1** All League Phase matches are played in accordance with the league system, whereby each Club/club plays six opponents in single-leg ties;
- 4.12.2** All 30 Clubs/clubs are ranked in a single league ranking according to their results, with 3 points for a win, 1 point for a draw and 0 points for a loss;
- 4.12.3** The Clubs/clubs ranked 1 to 22 at the end of the League Phase qualify for the Round of 32. The Clubs/clubs ranked 23 to 30 are eliminated.
- 4.13** If two or more Clubs/clubs are equal on points on completion of the League Phase matches, the following criteria are applied, in this order, to determine their rankings:
- 4.13.1** Superior goal difference in the League Phase;
- 4.13.2** Higher number of goals scored in the League Phase;
- 4.13.3** Higher number of wins in the League Phase;
- 4.13.4** Lower disciplinary points total based only on yellow and red cards received by Players and Club/club officials in all League Phase matches (red card = 3 points, yellow card = 1 point, expulsion for two yellow cards in one match = 3 points); and
- 4.13.5** Drawing of lots using a procedure determined by the Board.

#### **Round of 32**

- 4.14** The draw for the Round of 32 shall comprise the following 32 Clubs/clubs:
- 4.14.1** the 10 Championship Clubs for Season 2025/26; and
- 4.14.2** the 22 Clubs/clubs ranked 1 to 22 at the end of the League Phase.

**4.15** The draw for the Round of 32 shall be conducted in accordance with the following principles:

**4.15.1** the draw will consist of 16 pairs of Clubs/clubs, with 8 pairs being seeded and 8 pairs being unseeded;

**4.15.2** the Championship Clubs are seeded and paired based on their positions at the end of Season 2024/25 (pairing 1, positions 11 and 12; pairing 2, positions 15 and 16; pairing 3, positions 17 and 18; pairing 4, positions 19 and 20; and pairing 5, positions 21 and 23);

**4.15.3** the 22 Clubs/clubs ranked 1 to 22 at the end of the League Phase will be paired according to their finishing position in the League Phase (Seeded pairings: pairing 6, P1 and P2; pairing 7, P3 and P4; pairing 8 P5 and P6) (Unseeded pairings: pairing 9, P7 and P8; pairing 10, P9 and P10; pairing 11, P11 and P12; pairing 12, P13 and P14; pairing 13, P15 and P16; pairing 14, P17 and P18; pairing 15, P19 and P20; and pairing 16, P21 and P22);

**4.15.4** each Club/club in a seeded pair (i.e. pairings 1 to 8 inclusive) will be drawn against a Club/club from the corresponding unseeded pair (i.e. pairings 9 to 16 inclusive) as follows:

**4.15.4.1** pairing 1 vs. pairing 16

**4.15.4.2** pairing 2 vs. pairing 15

**4.15.4.3** pairing 3 vs. pairing 14

**4.15.4.4** pairing 4 vs. pairing 13;

**4.15.4.5** pairing 5 vs. pairing 12;

**4.15.4.6** pairing 6 vs. pairing 11;

**4.15.4.7** pairing 7 vs. pairing 10;

**4.15.4.8** pairing 8 vs. pairing 9; and

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

#### **Match system – Round of 16, Quarter Finals and Semi Finals**

**4.16** The 16 winners of the Round of 32 shall contest the Round of 16. The Round of 16 Matches are determined by means of an unseeded draw, with the first Club/club drawn in each Match being the Home Club.

**4.17** The 8 winners of the Round of 16 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.

- 4.18** The 4 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**

- 4.19** 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 or a venue otherwise agreed between the winners of each of the Semi-Finals.

#### **Matches**

- 4.20** All Matches, including any re-scheduled Match will be played on a date and at a time and venue determined by the Board.
- 4.21** 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.
- 4.22** 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.
- 4.23** 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.
- 4.24** 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 pursuant to Section J of the Rules.
- 4.25** 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.
- 4.26** 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 without sufficient reason (as determined by the Board in its absolute discretion) shall be dealt with in accordance with the provisions of Section J of the Rules.
- 4.27** No Match shall be postponed except on the instructions of the appointed Match referee, the pitch inspector or the Board.
- 4.28** If a Match is postponed other than by the Board, such postponement shall be reported to the Secretary immediately by the appointed Match referee.
- 4.29** If a Match is postponed with the consent of the Board (other than the 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 Final, it shall be the Company's obligation.

- 4.30** 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.
- 4.31** It is the responsibility of the Home Club to ensure that a qualified medical practitioner is in attendance throughout any Match in the Competition. In the case of Matches at neutral venues, it shall be the responsibility of the venue organiser in consultation with the Company to so ensure.

## **5 Players**

- 5.1** 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/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 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) ("**Match Information Form**"), 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 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, each of whom must be eligible to Play for the Club/club in the Match, 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; and
- 5.2.4** the names and, in each case, the position held at the Club/club of the up to six persons plus the Club Doctor who may, in addition to the substitutes, occupy positions in the technical area of the relevant Club/club during the Match.

- 5.3** Any Club or club failing to carry out these provisions will be dealt with at the discretion of the Board.
- 5.4** Any substitutions during the Match must be recorded by the Club/club on the substitution slips and handed to a Match Official prior to each substitution taking place.
- 5.5** 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/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:
- 5.5.1** 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;
  - 5.5.2** 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 for the Club/club in the Match not listed on the initial Match Information Form, so that the quota of substitutes is not reduced;
  - 5.5.3** if the Player in question has been named as one of the nine substitutes, they may only be replaced, prior to the Match commencing, by a Player eligible to Play for the Club/club in the Match, not listed on the initial Match Information Form; and
  - 5.5.4** 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, prior to the Match commencing, by a Player eligible to Play for the Club/club in the Match not listed on the initial Match Information Form.

Any amendment to the Match Information Form pursuant to this Regulation 5.5 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.

- 5.6** 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 5.2.
- 5.7** 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.

- 5.8** Any substitutions during the Match must be recorded by the Club or club on 'substitution slips' and handed to a Match Official prior to each substitution taking place.
- 5.9** Substitutes who are warming up in the area designated pursuant to Regulation 5.7 shall wear colours sufficient to distinguish them from those worn by the Players participating in the Match. The provisions of the Rules so far as concerning and relating to 'warming up areas and their use shall apply to and be adhered to by Clubs and clubs participating in Competition Matches, except in so far as inconsistent with these Regulations.
- 5.10** 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/club shall make substitution(s) then that shall count as one occasion for each Club/club. This Regulation 5.10 shall not apply to substitutions made during or in the break period after full-time and immediately prior to any Extra Time and during Extra Time.
- 5.11** 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.

## **6 Player Colours and Numbers**

- 6.1** At least 72 hours 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. The competing Clubs/clubs shall notify the Match referee of the kit it intends its Players to wear in the Match as soon as the Match referee is appointed by the Scottish FA. Such notifications 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 Refereeing (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 Information Form. There must be no change of numbers of or by Players during a Match.
- 6.10** The provisions of the Rules so far as concerning and relating to strips and what they must and/or may comprise of in terms of colours and style and which badges, advertising and insignia may appear thereon shall apply to and be adhered to by Clubs and clubs participating in Competition Matches, except in so far as inconsistent with these Regulations.
- 6.11** 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** A Player must be aged 15 years or more to be eligible to Play in the Competition.
- 7.2** Except in the case of a player of a club from another Recognised League taking part in the Competition, and subject to Regulation 7.6 in the case of Qualifying Players on a Cooperation List and Regulation 7.7(ii) in the case of Players who are Temporary Transferred, 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.

- 7.3** Subject to Regulation 7.1, 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 top or first League Competition of the relevant Recognised League and must be registered with the Scottish FA.
- 7.4** In the League Phase of the Competition, no Club/club (“**A**”) shall Play, or list as a named substitute, any Player who, in the same Season, has already played in a Match in the League Phase of the Competition by entering the field of play, whether in the starting eleven or by being used as a substitute, for another Club/club (“**B**”) and any such Player shall not be eligible to Play, or be listed as a named substitute, for Club A in the League Phase of the Competition.
- 7.5** Except for a Player who has only Played, including being listed as a named substitute, in Match(es) in the League Phase of the Competition who shall not be included for the purposes of this Regulation 7.5, in the ‘knockout’ phase of the Competition, no Club/club (“**A**”) 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 (“**B**”) in the Competition and, subject to the stated exception, any such Player shall not be eligible to Play, or be listed as a named substitute, for Club A.
- 7.6** Subject to these Regulations, the Rules, the Player Regulations and the terms of the Scottish FA Club Cooperation Regulations, a Qualifying Player shall only be eligible to Play for a Cooperation Club in the Competition if:
- 7.6.1** he is League Registered with a Parent Club which has a Cooperation Agreement with the Cooperation Club; and
  - 7.6.2** the relevant Qualifying Player is listed on a Cooperation List under such Cooperation Agreement,
- notwithstanding that the Qualifying Player is not League Registered with that Cooperation Club. In the event that a Colt Team is drawn to play against a Cooperation Club which has an eligible Qualifying Player (in accordance with Regulations 7.6.1 and 7.6.2) from the Club of such Colt Team, any such Player/player shall not be eligible to play in the relevant Match for either the Colt Team or the Cooperation Club.
- 7.7** In the case of Colt Teams participating in the Competition, and subject to Regulations 7.2 and 7.8, only Players who:
- (i)** are not Over Age Players, and
  - (ii)** are the subject of a Temporary Transfer from the Club of the relevant Colt Team and who are permitted by the Player Regulations to Play for their transferor Club in the Competition, and, 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, by way of Colt Team, in the Competition in the Recognised League and must be registered with the Scottish FA,

are eligible to Play in the Competition.

- 7.8** A Colt Team shall be permitted, but not obliged, to Play a maximum of three eligible Over Age Players/players in any Match. For the avoidance of doubt, a Player/player who is the subject of a Temporary Transfer from the Club of a Colt team; and who was 20 or more years old on 31 December 2024 shall not be eligible to Play, or be listed as a named substitute, for the Colt Team in the Competition.
- 7.9** In the event that a Colt Team is drawn against an opponent which has a Player/player registered to it on a Temporary Transfer from the Club of such Colt Team, any such Player/player shall not be eligible to play in the relevant Match for either the Colt Team or the opponent.
- 7.10** Each Club/club participating in the Competition shall ensure that its Players who Play in a Match are eligible to Play in that Match.
- 7.11** Trialists are eligible to Play in the League Phase of the Competition only. In the case of Clubs/clubs participating in the League Phase of the Competition, subject to 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 League Phase Match. Each of such Trialists may only be included on Match Information Forms as a Trialist on a maximum of three occasions in League Phase Matches, by such Club/club during the Competition
- 7.12** 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 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.
- 7.13** Each Club, 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.

- 7.14** The provisions of Regulations 7.12 and 7.13 are without prejudice to the provisions of the Rules which relate to or concern the same or similar matters and any domestic rules and regulations with which Clubs, clubs Players and Officials are obligated to comply and which concern their participation in the relevant Competition and/or Match.
- 7.15** 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** Subject to Regulation 8.4, in all rounds of the Competition, excluding the 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 and after adding all net revenue (after payment of the reasonable charges of any contractor engaged to broadcast and/or manage the broadcasting of the relevant match) derived from the streaming or other broadcasting of the match, be divided equally between the two Clubs participating in each Match, and the Home Club shall, on receipt of a valid 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 and net broadcasting revenue 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.
- 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 Home Club.
- 8.3** 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 be dealt with in accordance with Section J of the Rules. In the case of the Final, it shall be the responsibility of the Company to record such information.

- 8.4** 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 Visiting 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.
- 8.5** In all rounds of the Competition, excluding the Final Round, 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 8.1 and 8.4, 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.
- 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 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 an additional penalty of £3,000 to the Company.

- 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 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/club shall forward to the Visiting Club/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/club shall be entitled to enter the Home Club's/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 ticketing, charging, admission and accommodation 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 be under 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 Scottish FA in respect of 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** 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.

- 12.9** Referees must immediately report late starts of Matches and late arrivals of assistant referees and/or themselves to the Secretary.
- 12.10** The Match Officials shall have both teams prepared to enter the field of play together five minutes prior to the kick-off time.
- 12.11** 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.
- 12.12** 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.

### **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:
- 13.2.1** sponsorship of and/or affiliation to the Competition;
  - 13.2.2** Transmission, Radio Transmission, Other Transmission and recording by any means of the Matches;
  - 13.2.3** 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
  - 13.2.4** 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 out with 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 into by the Company in relation to or in connection with the Competition and in any event, without the agreement in writing of the Company, 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 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;
  - (iii)** 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;
  - (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 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;
  - (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.

**13.16** Clubs and clubs shall be entitled to generate and, subject to these Regulations, broadcast audio-visual coverage of Matches in the Competition in which they participate subject that;

- (i) they may only broadcast and exploit such coverage by means of Other Transmission by Pay Per View (PPV), as if the Match were a League Match, was governed by and subject to the Rules, except that any limit on the number of League Matches provided in or affected by the Rules which may be so broadcast shall not be applied to Matches in the Competition;
- (ii) this Regulation 13.16 shall not apply to the final match in any Competition where the Board may make such special Regulations as it may consider appropriate;
- (iii) this Regulation 13.16 shall be subject to such modification/amendment at any time as the Board may think expedient; and
- (iv) 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 and shall make available to the Visiting Club any and all such audio-visual coverage as may be generated by the Home Club, either or and with such audio coverage as may be available, and the Visiting Club shall if it wishes such access and rights to such coverage, shall so notify in writing the Home Club and the Secretary not less than seven clear days before the relevant Match.
- (v) only Home Clubs shall broadcast Matches in the Competition on a live or near live PPV basis and Visiting Clubs and any person or party associated with an Visiting Club or on its behalf shall only Be entitled to broadcast Matches in the Competition, irrespective of the source of the coverage broadcast, after the expiry of the same 'holdback period' as would apply in the Rules if the Match were a League Match.

## **14 Footballs**

**14.1** A new ball of FIFA Quality Pro standard shall be used for each Match. For so long as a ball or balls is/are provided by the Company 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.

**14.2** In the Final Match, a system of replacement balls (or multi-ball) shall operate in accordance with Law 2.3 in the Laws of the Game and any guidance issued by the Board, as amended or supplemented from time to time.

**14.3** Each Club/club entitled to play in the Competition shall notify the Secretary in writing, no later than 30 June prior to the commencement of the Competition in each Season,

if the Club/club intends to utilise a single match ball or a system of replacement balls (or multi-ball) in all matches prior to the Final Match, in accordance with Law 2.3 in the Laws of the Game and any guidance issued by the Board, as amended or supplemented from time to time. Should participating Clubs'/clubs' ball replacement system differ in Matches prior to the Final Match, the ball replacement system of the Home Club/club shall be operated.

- 14.4** No Club/club shall utilise a different ball replacement system than that notified to the Secretary without first obtaining written approval of the Board.

## **15 Prohibited Conduct**

- 15.1** 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 Section J Tribunal shall determine in accordance with Section J of the Rules.

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

- 16.1** 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.

- 16.2** 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 camera operator 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).

## **17 Application of Rules**

**17.1** Rules A3 to A18 (inclusive), B1 to B3 (inclusive), C48, C49, F1, F1A and F2, G1, G3 to G5 (inclusive), G9 to G15 (inclusive), G22D to G22F (inclusive), G28, G46 to G47 (inclusive), G52 to G64 (inclusive), G68 to G84(inclusive), Section H (all), I33 to I41 (inclusive), I52 to I54 (inclusive), Section I so far as concerning and related to PPV, Section J (all), Appendices 1, 2, 5 and 6 and Annexes 1, 3, 4, 5, 7, 8 and 9, shall apply to the Competition with Matches in the Competition substituted for League Matches and Play-Off Matches where applicable. For the avoidance of doubt, Rule G7 shall not apply to Matches in the Competition.

**17.2** 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.

**17.3** The provisions of Regulation 17.2 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 Challenge Cup Matches except for the Final**

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 4 - 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 H40**

SPFL Rules H36, H37 and H38 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.

<b>H36</b>	<b>The Home Club in any Official Match must ensure, so far as is reasonably practicable,</b>
	<b>H36.1 good order and security;</b>
	<b>H36.2 that policies and procedures have been adopted and are implemented to prevent incidents of Unacceptable Conduct; and</b>
	<b>H36.3 that any incidents of Unacceptable Conduct are effectively dealt with, all at its Stadium on the occasion of an Official Match</b>
<b>H37</b>	<b>Each Club must ensure, so far as is reasonably practicable, that:</b>
	<b>H37.1 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;</b>
	<b>H37.2 it identifies any of its supporters who engage in Unacceptable Conduct at an Official Match; and</b>
	<b>H37.3 it takes proportionate disciplinary measures in respect of supporters so identified in terms of Rule H37.2.</b>
<b>H38</b>	<b>Any failure by a Club to discharge a requirement to which it is subject by virtue of Rules H36 and/or H37 shall constitute a breach of these Rules.</b>

The definition of what constitutes Unacceptable Conduct is provided at SPFL Rules H28 to H35.

An Official Match is a match played in any Competition owned and operated by the SPFL.<sup>16</sup>

The Scottish FA has its own Guidance applicable to the Scottish Cup.

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<sup>16</sup> SPFL Rule A4

SPFL Rule H36 applies to the Home Club in relation to any Official Match and SPFL Rule H37 applies to both the Home and Visiting Clubs in relation to any Official Match.

In considering any alleged failure to discharge the requirements of SPFL Rules H36 and/or H37, which may constitute a breach in terms of SPFL Rule H38, a decision maker shall take into account whether the Club concerned has complied with this Guidance.<sup>17</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>18</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;
  - (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.

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<sup>17</sup> SPFL Rule H41

<sup>18</sup> SPFL Rule H39

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; and
  - (ii) 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 their 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>19</sup> in advance of such an Official Match.

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<sup>19</sup> A meeting in this context need not be held on a 'face to face basis' and can take place by any means which

### **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.

### **Bi-Annual Reporting**

- 14.** Produce a written report to the Secretary on two occasions during each Season. The first report should be submitted by no later than 31 January in the relevant Season to include all Official Matches up to and including 31 December in that Season. The second report should be submitted within two months of the last day of each Season to include all Official Matches from and including 1 January in the relevant Season to the last day of that Season. Such written report should include:-
  - (i)** all such programmes operated by the Club (see 13 above) and the progress made with such programmes since the last such report;
  - (ii)** the measures taken by the Club to prevent and, where present, eliminate in stadia within which Official Matches take place Unacceptable Conduct;
  - (iii)** a summary of the number and type of incidents of Unacceptable Conduct: (a) at its Home Ground and (b) involving its Officials, Players and supporters at Away Grounds;
  - (iv)** details of all identifications made, and disciplinary actions taken against its players, Officials, supporters and others in connection with and arising out of incidents of Unacceptable Conduct at Official Matches;

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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.

- (v) the number of live club bans issued as at the relevant reference date (for the first report, 31 December and for the second report, the last day of that Season); and
- (vi) for the second report only, 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 their 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>20</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.

### **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.

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<sup>20</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.

## ANNEX 5 - Rules of Procedure

### 1. General Rules

- 1.1** These Rules of Procedure have been made by the Board under and in terms of Rule J22 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** Determinations;
  - 1.1.5** a Compensation Tribunal hearing an application for Compensation;
  - 1.1.6** an appeal to an Appeal Tribunal in terms of Rule E11;
  - 1.1.7** 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 and Regulations of the Scottish Professional Football League shall apply in these Rules of Procedure. In these Rules of Procedure, the Board, including any subcommittee of the Board, a Section J Tribunal 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** The Board may offer a sanction to, or seek to conclude a Sanction Agreement with, a Club, Player and/or Official for any suspected or alleged breach of the Rules and Regulations, as provided for in Rules J25 to J32 inclusive where it, in its absolute discretion, considers the matter should not be referred to a Tribunal. If an offer of sanction is not accepted or a Sanction Agreement is not concluded, the dispute may then be referred to a Tribunal as provided for in Rules J27.2 and J30.2.2.
- 1.6** A Tribunal may be assisted by the Secretary (or their substitute), clerk, legal adviser and/or technical expert as shall be considered expedient by the chair of the Tribunal.

The Secretary (or their 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 chair shall think appropriate and shall be entitled, with the permission of the chair, 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.

- 1.7** Except as otherwise provided in the Rules or in these Rules of Procedure the chair of a Tribunal shall be entitled to determine any issue or matter of procedure arising prior to, during or in connection with any hearing.
- 1.8** The chair of a Tribunal shall be entitled to make such order or orders as he or she 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 or she 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 or she considers will assist in securing a just and expeditious disposal of any matter or issue before or which may be before the Tribunal.
- 1.9** The chair 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 the chair 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.
- 1.10** In the event that a party to any proceedings before a Tribunal shall fail to comply with any order or requirement of the chair of the Tribunal then the chair 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 chair.
- 1.11** All hearings shall be conducted in private.
- 1.12** A Tribunal shall be entitled to adjourn or postpone a hearing as it sees fit.
- 1.13** Except with the express approval of the Board or the chair, 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, the decision of the Tribunal or the composition and/or identity of the Tribunal members.

- 1.14** 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 J9, 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 2.14, the following pre-hearing procedures should ordinarily be followed.
- 2.2** The Secretary or another person appointed by the Secretary or, in their 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** If reasonably practicable, within the Notice of Complaint (and if not, as soon as reasonably practicable following the issuing of the Notice of Complaint), the Board shall appoint a Tribunal to hear the complaint, confirming the identities of the Tribunal members to the parties. Where a party objects to one or more of the appointments made to the Tribunal, it must raise such objection within two Working Days of the date of the Notice of Complaint, which shall be resolved by the Board in such manner as they think fit.
- 2.6** Within 14 days of receipt of the Notice of Complaint (or such shorter time as ordered by the chair of the Tribunal), the Club, person or party receiving the Notice of Complaint shall send to the Secretary (or their substitute as clerk of the Tribunal) a written response to the Notice of Complaint: (a) admitting or denying the complaint; and (b) confirming whether they wish the matter to be determined by a hearing or by written representations alone. If no response is received within such 14-day period, the response will be deemed to have denied the complaint and have requested a hearing.

- 2.7** If the complaint is admitted, the Club, person or party receiving the Notice of Complaint may include in the answer details of any mitigating factors (together with any supporting evidence) that it wishes to be taken into account by the Tribunal.
- 2.8** If the complaint is denied, the Club, person or party receiving the Notice of Complaint shall set out reasons for denying the complaint in their answer and shall enclose copies of any documents on which they intend to rely upon.
- 2.9** The Secretary (or their substitute as clerk of the Tribunal) shall respond in writing to any request that the matter be determined by written representations within 14 days of the communication in Rule of Procedure 2.6 and, if the request is contested by the Board, the chair of the Tribunal shall determine (in accordance with such procedure as they see fit) whether the complaint shall be determined at a hearing or by written representations alone.
- 2.10** If the complaint is to be determined by written representations alone, the chair of the Tribunal shall convene a meeting of the Tribunal members as soon as reasonably practicable after receipt of the answer, at which the complaint shall be determined.
- 2.11** If the complaint is to be determined at a hearing, the chair of the Tribunal may give directions for the future conduct of the complaint addressed in writing to the parties.
- 2.12** Documentary evidence shall be admissible whether or not copies are attached to the Notice of Complaint or the answer as long as such documents: (a) are relevant; and (b) are submitted by a party to the Tribunal in sufficient time before the hearing, such that neither party will be prejudiced by their submission.
- 2.13** Following a Tribunal being fully constituted, the parties may make any application for interim measures, relief or order that they wish to make to the Tribunal, which shall determine any such applications as it sees fit.
- 2.14** The Board or, where appointed by the Board, the chair of 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 2.13 inclusive.

### **3. Hearing Procedures**

- 3.1** At the commencement of any hearing, the chair 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 chair 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 chair 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 their substitute) has gathered evidence in relation to the matter for determination by a Tribunal he or she 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 chair, and he or she has determined that same shall be adduced, the chair 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 chair 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 chair 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 chair.
- 3.10** A Tribunal shall conduct its deliberations in private.
- 3.11** A Tribunal shall make its decision unanimously or by majority. No member of the Tribunal may abstain.
- 3.12** A Tribunal may reconvene and announce any decision orally to the party or parties.
- 3.13** A Tribunal will communicate its decision in writing to the parties as soon as reasonably practicable following the decision being made.

## ANNEX 6 - Pyramid Play-off Competition Rules

### I Definitions, Interpretation and Effective Date 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:

**“Articles”** means the Articles of Association of the SPFLL from time to time;

**“club/Club”** means a football club which is, for the time being, eligible to participate in the SHFL, SLFL or SPFL and which is eligible to participate in any Pyramid Play-Off Competition and, except where the context otherwise requires, includes the owner and operator of such club/Club;

**“Club Notification”** has the meaning set out in Rule III(c);

**“Club 42”** means the Club occupying the lowest position in the SPFL at the end of the relevant Season;

**“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 Net Commercial Pyramid Play-Off Revenues or the meetings, procedures, policies, business and/or finances of any Pyramid Play-Off Competition which is stated to be confidential or equivalent or which might reasonably be regarded as being confidential or equivalent shall be treated as Confidential Information unless or until specified in writing not to be, by an appropriate officer, director or employee of the Scottish FA;

**“Match Officials”** means the referee, assistant referees, fourth official and any other person duly appointed by the Scottish FA to fulfil the role of match official at any Play-Off Tie or Pyramid Play-Off Tie;

**“Membership Criteria”** means the membership criteria of the SPFL;

**“Net Commercial Pyramid Play-Off Revenues”** has the meaning set out in Rule V(f);

**“Official”** means any director, secretary, official, representative, manager, agent or employee of the SHFL, SLFL, SPFL, SPFLL or Scottish FA or any club/Club and any person having a function or duty or position involving authority or trust within a Club which

participates in a Pyramid Play-Off Competition;

**“Parachute Shortfall”** has the meaning set out in Rule V(h);

**“Play-Off Tie”** has the meaning set out in Rule III(a);

**“Pyramid Commercial Contracts”** has the meaning set out in Rule V(b);

**“Pyramid Play-Off Competition”** means the competition, consisting of a two-legged Play-Off Tie and a two legged Pyramid Play-Off Tie, each organised in terms of these Pyramid Play-Off Competition Rules at the end of the relevant Season, to determine which Club, if any, is to be relegated from the SPFL to the SHFL or the SLFL, as the case may be, and which club, if any, is to be promoted from the SHFL or the SLFL to the SPFL;

**“Pyramid Play-Off Tie”** has the meaning set out in Rule III(b);

**“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 a 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 all contractual and property (whether tangible or intangible) rights, all rights in and relating to intellectual property, including all rights held by way of licence, all image and other similar rights held in respect of players and all rights of access to databases and database rights generally;

**“Scottish FA Articles”** means the Articles of Association of the Scottish FA from time to time;

**“Scottish FA Selection”** has the meaning set out in Rule III(c)(iii);

**“SHFL Champion”** means the club playing in the SHFL in any Season (excluding any ‘Guest’, ‘colt’, ‘B’ ‘second’, ‘reserve’ or like or equivalent team which is part of a Club participating in the same Season in the SPFL and which shall not, under any circumstances, be considered to be eligible to receive the title of SHFL Champion or any other title related to its position in said league, or qualify for or be eligible for participation in the Pyramid Play-Off Competition at the end of any such Season)

which is declared the Champion club of the SHFL based on the criteria specified in the rules of the SHFL;

**“SLFL Champion”** means the club playing in the SLFL in any Season (excluding any ‘Guest’, ‘colt’, ‘B’ ‘second’, ‘reserve’ or like or equivalent team which is part of a Club participating in the same Season in the SPFL and which shall not, under any circumstances, be considered to be eligible to receive the title of SLFL Champion or any other title related to its position in said league, or qualify for or be eligible for participation in the Pyramid Play-Off Competition at the end of any such Season) which is declared the Champion club of the SLFL based on the criteria specified in the rules of the SLFL;

**“SPFL”** means the Scottish Professional Football League Limited (company number SC175364);

**“Teamline”** means a teamline using the format set out in the Scottish FA Comet system or such other format as is agreed by the Scottish FA, SPFL, SHFL and SLFL from time to time, which shall be utilised, completed and delivered, as provided in these Pyramid Play-Off Competition Rules, by each participant club/Club in and for each individual match played in a Pyramid Play-Off Competition; and

**“Transmission”** means the transmission by or through any available device or medium of any terrestrial or satellite broadcast and/or transmission of moving pictures (with or without sound) comprising match coverage of any football match which is part of or comprised in a Pyramid Play-Off Competition by any means of transmission and/or broadcast of moving pictures (with or without sound), including by television, broadband, ‘smart tv’, IPTV, mobile network, digital or analogue media or any other new or other media, including by any means or mode of transmission whether ‘live’, ‘near live’ or ‘delayed’, of any match, including transmission and/or broadcast of whole, part, highlights, or clips thereof, taking place as part of a 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 and includes all free to air, subscription, pay per view, satellite, internet, broadband, social and/or digital broadcasting, mobile broadcasting of any type and technology whether known

at the date hereof or subsequently adopted and/or available to be adopted, all of which shall be capable of being licensed by the SPFLL as part of any commercial exploitation of any Pyramid Play-Off Competition and/or any match played in any Pyramid Play-Off Competition, including such licensing of rights to any person or party, including participating Club(s) and/or club(s), but subject always to and/or on such terms and conditions as the SPFLL shall think appropriate.

- (b)** References to Rules within these Pyramid Play-Off Competition Rules are references to the Rules that are contained herein unless otherwise stated.
- (c)** Where a specific Rule or Rules is/are herein referred to, the first number is the reference to the relevant Section hereof and the second or latter reference is to the specific Rule within such Section, e.g. "Rule III(h)".
- (d)** Any amendment to these Pyramid Play-Off Competition Rules must be agreed by each of the Scottish FA, SPFL, SHFL and SLFL prior to it becoming effective.
- (e)** Each club, Club, Official, director, employee or officer, member of a Committee and any person who by his or her engagement with or connection to the SHFL, SLFL, SPFL, SPFLL or Scottish FA 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 interest in the Pyramid Play-Off Competition without the prior written consent of the Scottish FA, 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/Club to whom such disclosure is strictly necessary for the purpose of the discharge of their duties.
- (f)** Agreement with and to these Pyramid Play-Off Competition Rules and/or any participation in a Pyramid Play-Off Competition shall constitute an agreement between the SHFL, SLFL, SPFL, SPFLL and the Scottish FA and each of the clubs/Clubs participating in any Pyramid Play-Off Competition to be bound by and to comply with these Pyramid Play-Off Competition Rules.

- g)** Any capitalised word or phrase used in these Pyramid Play-Off Competition Rules which is defined in the Articles and which is not defined in these Pyramid Play-Off Competition Rules has the defined meaning in these Pyramid Play-Off Competition Rules and in the Regulations ascribed to it in the Articles.
- (h)** Wherever in these Pyramid Play-Off Competition Rules the computation of a period of time or a number of days is involved, each of Saturday and Sunday and any Public Holiday is to be reckoned as a day.
- (i)** Headings in these Pyramid Play-Off Competition Rules are used for convenience only and shall not affect the construction or interpretation of these Pyramid Play-Off Competition Rules.
- (j)** Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.
- (k)** Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- (l)** 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.
- (m)** A reference to a “company” shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- (n)** 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.
- (o)** Where the context permits, “other” and “otherwise” are illustrative and shall not limit the sense of the words preceding them.
- (p)** A reference to a statute, statutory provision or subordinate legislation or to a regulatory provision is a reference to it as it is in force from time to time and includes any statute, statutory provision or subordinate legislation or regulatory provision 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 or

provision made after the date on and from which these Pyramid Play-Off Competition Rules shall apply for the purposes of these Pyramid Play-Off Competition Rules to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any club/Club.

- (q)** These Pyramid Play-Off Competition Rules are effective on and from 12 December 2024.

## **II Infringement of Pyramid Play-Off Competition Rules**

- (a)** Any club/Club, Official, Player, or other person, which/who infringes any of these Pyramid Play-Off Competition Rules shall be liable to a fine, censure, suspension, order to replay a Play-Off Tie and/or Pyramid Play-Off Tie or a leg thereof (in the case of a club/Club), ejection and/or exclusion from a current and/or future Pyramid Play-Off Competition (in the case of a club/Club) and/or any such other sanction(s) as specified within the Judicial Panel Protocol.

- (b)** The Judicial Panel is empowered to consider and determine any allegations of infringement of these Pyramid Play-Off Competition Rules and to impose such sanction(s), as specified within the Judicial Panel Protocol or in these Pyramid Play-Off Competition 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 foregoing generality):

- (i) a club/Club which is found to have infringed these Pyramid Play-Off Competition Rules may be ordered to replay the Play-Off Tie and/or Pyramid Play-Off Tie (or a leg thereof) 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; and
- (ii) in the event of disorderly conduct by a club/Club(s) in breach of the Scottish FA Articles and/or the Judicial Panel Protocol, such club/Club(s) may be ejected from the relevant Pyramid Play-Off Competition and to have one or more of its matches in the competition cancelled.

- (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 of these Pyramid Play-Off Competition Rules.
- (d) Notwithstanding the terms of this Rule II, the Scottish FA has the power to investigate any matter pursuant to the operation of a Pyramid Play-Off Competition.

### III Eligibility to Participate and Operation of Competition

- (a) The SHFL Champion and the SLFL Champion at the end of each Season shall, subject to Rules III(f), (g) (h) and (i), take part in a home and away two-legged Play-Off tie (known as the “**Play-Off Tie**”) organised by the Scottish FA in accordance with these Pyramid Play-Off Competition Rules, to determine which club shall take part in the Pyramid Play-Off Tie at the end of the same Season. A draw undertaken by the Scottish FA will determine which club has home advantage in the first leg of a Play-Off Tie.
- (b) The winner of the Play-Off Tie, or (as the case may be) the team determined in accordance with Rule III(f), will enter a home and away two-legged tie against Club 42 known as the “**Pyramid Play-Off Tie**” organised by the Scottish FA in accordance with these Pyramid Play-Off Competition Rules. If the winner of the Pyramid Play-Off Tie is the SHFL Champion or the SLFL Champion, it shall cease to be a member of the SHFL or of the SLFL, as appropriate, be entitled to participate in the lowest Division of the SPFL (currently League Two) during the immediately succeeding Season, shall be entitled to become a Member of the SPFL and shall comply with the Articles, Rules and Regulations of the SPFL and SPFL.
- (c) By not later than 14 July in each year, each Club entitled to participate in the lowest Division of the SPFL (currently League Two) in the immediately succeeding Season shall, subject to Rule III(c)(ii), notify the Secretary of the SPFL in writing of which of the SHFL or the SLFL it elects to be relegated to, become a member of and participate in, in the event that it is Club 42 at the end of the immediately succeeding Season and loses the Pyramid Play-Off Tie at the end of that Season (“**Club Notification**”). The Secretary of the SPFL shall notify each of the SHFL, SLFL and Scottish FA of each of such Club Notification by not later than 31 July of the relevant year and thereafter a duly

authorised representative of each of the SPFL, SHFL and SLFL shall meet to agree whether each Club Notification shall be approved. In the event of unanimous agreement by each of the SPFL, SHFL and SLFL, each Club Notification shall be so approved and shall be binding on all parties. In the event that one or more of the SPFL, SHFL and SLFL do not agree with any one or more of such Club Notifications, the Scottish FA Board shall determine which of the SHFL or SLFL the Club in question shall be relegated to in the event that it shall become Club 42 and lose the Pyramid Play-Off Tie at the end of the relevant Season.

- (i) Subject to Rule III(c)(ii), in the event of Club 42, in any Season, losing the Pyramid Play-Off Tie, it will be relegated to which of the SHFL or the SLFL it has notified in its relevant Club Notification or has been determined by the Scottish FA Board as appropriate.
- (ii) A Club Notification made by an SPFL Club in any one Season shall continue to have effect in future Seasons unless and until withdrawn, replaced or amended, each in writing, by the SPFL Club concerned and shall be deemed to have been so made and notified from Season to Season thereafter, unless and until so withdrawn, replaced and/or amended.
- (iii) In the event that a Club has not by the due date made a Club Notification or has deemed notified, as provided for in Rule III(c)(ii), then which of the SHFL and SLFL is to be deemed notified for the purposes of Rule III(c) for the relevant SPFL Club for such Season shall be determined by the Scottish FA Board ("**Scottish FA Selection**").
- (iv) The Scottish FA shall as early as possible during a Season and, in any event, by not later than 31 August in each Season publish a list of the Club Notifications approved, deemed Club Notifications and Scottish FA Selections applying for each Club participating in the lowest Division in the SPFL in that Season.
- (v) In the event that an SPFL Club in the relevant Season becomes Club 42 and loses the Pyramid Play-Off Tie, that Club will be relegated to which of the SHFL or the SLFL was notified, deemed notified or Scottish FA Selected by or for it for that Season, in terms of this Rule III(c).

- (d)** The winning club in each of the Play-Off Tie and the Pyramid Play-Off Tie will be the club which scores the greatest number of goals, over the relevant two leg tie. In the event that the aggregate scores are equal at full-time of 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, all in accordance with the Laws of the Game laid down from time to time by The International Football Association Board, which will determine the winner.
- (e)** The two legs in each of the Play-Off Tie and the Pyramid Play-Off Tie at the end of any Season shall take place on dates and at times determined by the SPFL Board in consultation with the Scottish FA, the SHFL and the SLFL. The SPFL Board shall, after consultation with the Scottish FA, the SHFL and the SLFL, publish provisional dates for the Play-Off Tie and the Pyramid Play-Off Tie by 31 August in each Season; with any later amendment to the provisional dates by the SPFL Board requiring further consultation with the Scottish FA, SHFL and SLFL.
- (f)** In the event that one of the SHFL Champion and the SLFL Champion in respect of any Season: (i) 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 by 31 March in a Season, and has not applied to the SPFL Board for a waiver, relaxation or period of grace in respect of that club's requirement to comply with the Membership Criteria in accordance with the SPFL Rules in relation thereto by 31 March in such Season and been granted such waiver, relaxation or period of grace by the SPFL Board by the date falling ten (10) days before the date of the first leg of the Play-Off Tie in such Season determined in accordance with Rule III(e); or (ii) has not played at least fifteen (15) matches against the other clubs participating in their respective league during the relevant Season, there will, subject to Rule III(i), be no Play-Off Tie in terms of Rule III(a) and the Champion Club in the other of the SHFL or SLFL, as applicable, will automatically go forward to the Pyramid Play-Off Tie at the end of the relevant Season in terms of Rule III(b).
- (g)** In the event that neither of the SHFL Champion nor the SLFL Champion in respect of any Season: (i) complies with the Membership Criteria in circumstances where each is required to do so as the Candidate Club in terms of the SPFL Rules by 31 March in a

Season, and has not applied to the SPFL Board for a waiver, relaxation or period of grace in respect of that club's requirement to comply with the Membership Criteria in accordance with the SPFL Rules in relation thereto by 31 March in such Season and been granted such waiver, relaxation or period of grace by the SPFL Board by the date falling ten (10) days before the date of the first leg of the Play-Off Tie in such Season determined in accordance with Rule III(e); or (ii) the SHFL Champion and the SLFL Champion has not played at least fifteen (15) matches against other clubs participating in their respective league during the relevant Season, there will, subject to Rule III(i), 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.

- (h)** Any team participating in the SHFL and/or in the SLFL, which is a 'Guest', 'colt', 'B' 'second', 'reserve' or like or equivalent team of a Club participating in the SPFL shall not, under any circumstances, be eligible to receive the title of SHFL Champion and/or SLFL Champion or any other title related to its position in either of said Leagues or qualify for or be eligible for participation in the Pyramid Play-Off Competition at the end of any such Season. In such circumstances, the next best placed club (which is not a 'Guest', 'colt', 'B' 'second', 'reserve' or like or equivalent team of an SPFL Club) shall be eligible to participate in the Play-Off Tie, subject to Rules III(f), (g) and (i).
- (i)** In the event that Rule III(f)(ii) applies in the case of the SHFL Champion and/or the SLFL Champion or Rule III(g)(ii) applies in respect of both of the SHFL Champion and the SLFL Champion (or any prospective SHFL Champion and/or SLFL Champion believes that either or both of Rule III(f)(ii) and/or Rule III(g)(ii) might apply in respect of it) it, either or both, as the case may be, shall be entitled to apply to the Scottish FA Board by not later than 31 March in the relevant Season to be entitled to participate in the relevant Play-Off Tie and, if it is successful or is the only Champion Club so entitled, in the relevant Pyramid Play-Off Tie. The Scottish FA Board shall determine and implement a fair procedure to determine any such application, including all parties with an interest being entitled to make representations before determining any such application and shall determine same in its sole discretion and on such criteria as it may determine by not later than the date falling ten (10) days before the date of the first leg of the Play-Off Tie in such Season determined in accordance with Rule III(c).

The decision of the Scottish FA Board on any such application shall be final, shall be determined as an expert and not as an arbitrator and shall not be open to challenge.

#### **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 FA.

##### **Appointment of Match Officials**

- (b) The Match Officials for all matches in Play-Off Ties and Pyramid Play-Off Ties 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/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 Rule II.
- (d) Fees and expenses of Match Officials shall be paid by the Scottish FA in accordance with Rule IV(w).

##### **Clash of Colours**

- (e) When the colours of the two competing clubs in the same match are alike or similar, the Visiting club/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/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/Club 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 in Rules IV(p) to (t) (inclusive), a team shall consist of eleven players and is permitted to list a maximum of nine substitutes, of whom not more than five may take part in the match. A club/Club may at its discretion use one additional substitute player, a sixth in total, during any period of extra time in a match. Each Teamline must include at least one recognised goalkeeper.

**Eligibility of Players**

- (h) Only a player registered at the Scottish FA by a club/Club on 1 March in the year of the relevant Pyramid Play-Off Competition shall be eligible to play and be listed on the Teamline of such club/Club for the purposes of playing in a match in the relevant Pyramid Play-Off Competition.
- (i) All players in a 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 in each case of the Scottish FA.

**Teamlines**

- (j) A Teamline for a match in a Pyramid Play-Off Competition shall permit the listing of the starting eleven players, up to a maximum of nine substitutes and up to six technical personnel. Each club's/Club's Teamline must be submitted in accordance with these Pyramid Play-Off Competition Rules in order for a club/Club to participate in a match in a Pyramid Play-Off Competition.
- (k) Not later than 75 minutes before the start of each match in a Pyramid Play-Off Competition, each club/Club shall submit via Scottish FA Comet or, where Scottish FA Comet is not available or otherwise in exceptional circumstances, deliver personally to the referee and to a designated Official of its opponent identical copies of the Teamline for that club/Club for the relevant leg. Where, in accordance with any applicable rules and regulations of the Scottish FA, the Teamline is submitted otherwise than via Scottish FA Comet:

- (i) it shall contain accurate and complete details of the shirt numbers, full player names and dates of birth, identification of which (of) such player(s) is/are the designated goalkeeper(s) of not more than twenty players, including identification of the first such players who shall comprise the starting 11 players and which of such starting 11 players is the captain, together with full names and dates of birth of the technical personnel to be seated within the technical area (subject to a maximum of six such technical personnel);
  - (ii) it must be completed clearly and in block capitals and signed by the club secretary or other official of the club/Club concerned. Upon such signature, such Teamline shall be deemed to be complete and binding on the club/Club concerned;
  - (iii) the club(s)/Club participating in such a match may agree in writing in advance to exchange copies of their respective Teamlines by agreed electronic means, but in the absence of such an agreement copies of Teamlines must be exchanged within the time specified above by personal delivery to relevant club/Club Officials; and
  - (iv) the referee, whom failing the senior assistant referee of each such match, must send a copy of the Timeline, plus details of any subsequent amendment made to either of them in accordance with these Pyramid Play-Off Competition Rules and any explanatory note she/he considers appropriate, by electronic means to each of the SHFL, SLFL, SPFL and the Scottish FA within 2 hours of the ending of the relevant match.
- (l)** The eleven first named players on a club's/Club's Teamline 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 his club's/Club's Teamline.
- (m)** Only five of the substitutes listed on a Teamline may, subject to Rule IV(n) below, take part in the match, except in the event that extra time is played in a match, when a club/Club may play an additional substitute, a sixth in total, who may only play during extra time. A player who has been substituted during a match may take no further part

in that match.

- (n) The Pyramid Play-Off Competition shall use additional permanent concussion substitutions in accordance with the IFAB “Additional permanent concussion substitutions protocol”.
- (o) It is recommended that a club's/Club's doctor and physiotherapist are listed on its Teamline and accommodated in the technical area within the category of technical personnel.

#### **Replacement of Players on the Teamline**

- (p) If any of the first eleven players listed on the Teamline 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 Teamline as submitted to the referee, so that the quota of substitutes is not reduced. During the match, up to five players may still be substituted, except in the event that extra time is played in a match, when a club/Club may play an additional substitute, a sixth in total, who may play only during extra time.
- (q) If any of the named substitutes listed on the Teamline 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 Teamline as submitted to the referee.
- (r) If a goalkeeper or goalkeepers listed on the Teamline is/are not able to be fielded due to unexpected physical incapacity or other extreme circumstances (which are explained to and accepted by the referee), then he/they may be replaced, but only by (an) eligible goalkeeper(s) not originally listed on the Teamline submitted to the referee.
- (s) If for any reason changes require to be made to the Teamline pursuant to the above provisions (and said changes are accepted by the referee) then the club/Club must notify its opponent immediately thereafter.

- (t) The club/Club concerned must, in addition to the requirements set out above, upon request, provide the Scottish FA and the SPFL with requisite medical certificates and a full written explanation of the circumstances that caused the change.

### **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 a Pyramid Play-Off Competition:
- (i) the pitch shall only be used for warming up or warming down by the players listed in the Teamlines for that match;
  - (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 halfway 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 as 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/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

- (ix) 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**

- (v) The Home club/Club in any leg in a Play-Off Tie or any leg in a Pyramid Play-Off Tie shall, in its absolute discretion, determine admission charges (subject to these being the same for home and away supporters for broadly comparable accommodation/facilities).
- (w) The Home club/Club in any leg in a Play-Off Tie or any leg in a Pyramid Play-Off Tie shall be responsible for all match expenses and shall (subject to Rule V) retain the net gate receipts therefrom. The fees and expenses of the match officials will be paid by the Scottish FA and recharged to the SPFL which shall treat the amounts as a charge to be deducted in calculating Net Commercial Pyramid Play-Off Revenues per Rule V(f).
- (x) The SPFL and/or the Scottish FA shall be entitled to request that the Home club/Club in any Play-Off Tie provides a written statement of gate receipts and expenses incurred.
- (y) In the event of a leg in a Play-Off Tie or a leg in a Pyramid Play-Off Tie being abandoned, the Scottish FA Board shall determine the requirement and/or arrangements for any such leg being replayed or the Scottish FA Board may determine (as an expert and not as an arbitrator) a deemed result of such leg, and said decision of the Scottish FA shall be final and binding and shall not be open to challenge.

#### **V Commercial Rules**

- (a) The SHFL, SLFL, SPFL, Scottish FA and the clubs/Club taking part in each 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 during and in respect of the relevant Pyramid Play-Off Competition and each match therein, for exclusive exploitation by the SPFL.
- (b) Further, the SHFL, SLFL, SPFL, Scottish FA and the clubs/Club taking part in a Pyramid

Play-Off Competition, hereby assign to the SPFL their whole respective rights, title and interest in, to and in connection with their respective commercial, copyright and database rights and properties and any and all other intellectual property rights in and relating to each Pyramid Play-Off Competition and in each of the individual matches in each such Pyramid Play-Off Competition and each of them, to the extent necessary having regard to such assignation, hereby authorises the SPFL to enter into commercial contracts for the commercial exploitation of the matches (or any of them) in and/or of a Pyramid Play-Off Competition (“**Pyramid Commercial Contracts**”) including but not limited to Pyramid Commercial Contracts in relation to Radio Transmission, Transmission, sponsorship or advertising of or at the matches (or any of them) in each or any Pyramid Play-Off Competition(s) whether individually or collectively.

- (c) The SHFL, SLFL, SPFL, Scottish FA and the clubs/Club taking part in a Pyramid Play-Off Competition and each of them license and shall otherwise provide to the SPFL the use of such of their other rights, facilities and properties as may be required by the SPFL to enable the SPFL 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 in relation to such Pyramid Play-Off Competition and each match therein.
- (d) Except pursuant to a Pyramid Commercial Contract, there shall be no and, each of the clubs/Club 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.
- (e) The clubs/Club taking part in a Pyramid Play-Off Competition and each of them shall not by any act or omission infringe any rights granted by the SPFL in a Pyramid Play-Off Commercial Contract or otherwise cause or allow any breach thereof to occur.
- (f) The SPFL shall determine and shall make and/or allow, in its absolute discretion, for any reasonable costs, expenses, charges or any other sum or amount incurred, or to be incurred in generating income from Pyramid Play-Off Commercial Contracts, to be charged and/or off-set against any income generated by Pyramid Play-Off Commercial Contracts so as to determine the amount of the “**Net Commercial Pyramid Play-Off**

**Revenues**", before making any other payment provided for in these Rules.

- (g) The SPFL and Scottish FA shall not be permitted to make a charge or set-off in terms of Rules V(f) and/or (h) 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 in relation to a specific Season and/or the operation of the Pyramid Play-Off Competition generally. Each Pyramid Play-Off Competition is to be accounted for separately and where possible amounts of income and expenditure are to be attributed to each individual Pyramid Play-Off Competition as they arise. Where any income and/or expenditure is generated or incurred/to be incurred pursuant to more than one Pyramid Play-Off Competition, e.g. a broadcasting contract with a term of more than one such Pyramid Play-Off Competition, the relevant income and expenditure shall be apportioned/applied by the SPFL as it thinks appropriate.
- (h) The amount of any Pyramid Play-Off Parachute Payment due to be paid to any Club relegated from the SPFL to either the SHFL or, as the case may be, the SLFL, as a result of a Pyramid Play-Off Competition, shall be determined in accordance with the Articles and the Rules of the SPFL, as approved by the Scottish FA, and shall be deducted by the SPFL from Net Commercial Pyramid Play-Off Revenues. If the amount of the Net Commercial Play-Off Revenues for any Pyramid Play-Off Competition is less than the amount of the Pyramid Play-Off Parachute Payment or Payments payable ("the **Parachute Shortfall**"), the Scottish FA shall pay to the SPFL an amount equivalent to that Parachute Shortfall in advance of the SPFL making payment of the Pyramid Play-Off Parachute Payment to the relevant former Club. The amount of any Parachute Shortfall in respect of one Pyramid Play-off Competition shall be carried forward and re-imbursed to the Scottish FA out of the Net Commercial Play-Off Revenues from the next or subsequent Pyramid Play-Off Competitions. The amount of any such Parachute Shortfall shall be a first charge and the Pyramid Play-Off Parachute Payment or Payments shall be a second charge on the amount of any Net Commercial Pyramid Play-Off Revenues calculated in accordance with Rules V(f) and (h).
- (i) After having paid and/or allowed for any and all amounts to be paid/allowed for in terms of these Pyramid Play-Off Competition Rules in the calculation of, out of or in

connection with Net Commercial Pyramid Play-Off Revenues, the remaining sum in respect of each Pyramid Play-Off Competition shall be paid by SPFL as fees in the amounts determined from the specified percentage to the parties set out in the Table below in consideration of the rights, facilities and properties relating to and concerning, Radio Transmission and Transmission during and in respect of the relevant Pyramid Play-Off Competition and the other commercial, copyright and database rights and properties and any and all other intellectual property rights in and relating to each Pyramid Play-Off Competition contributed by each such party. If there has been no Pyramid Play-Off Tie then no payment shall be made to whichever of the SHFL or SLFL did not have a Champion club involved in the Pyramid Play-Off Competition.

The Scottish FA	10%
the SPFL	15%
the SHFL	15%
the SLFL	15%
The clubs/Club participating in the relevant season's Pyramid Play-Off Competition, divided equally between each of them	45%

## ANNEX 7 - 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>.

Clubs may have different sponsorship arrangements with different companies in respect of advertising on their home, away and third shirts.

#### 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.

## 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.

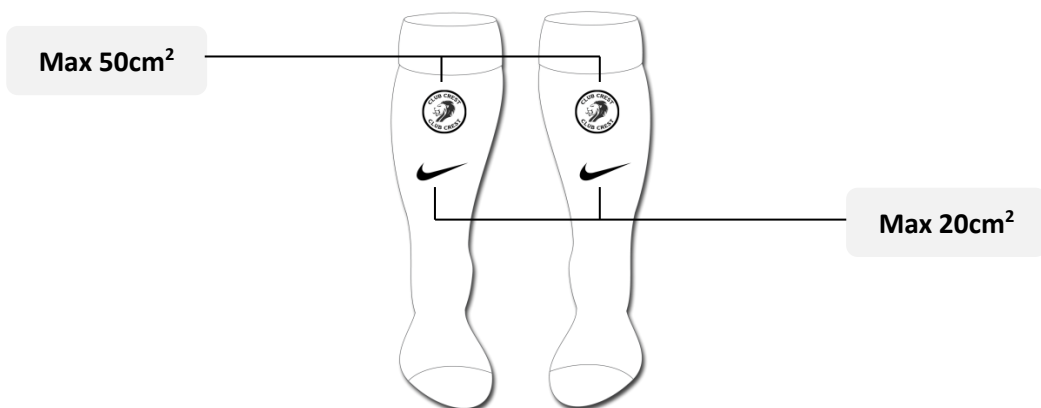
A Club may include a number on the back of the shorts in addition to the number on the front left-hand side, from the perspective of the wearer.

## 6 THE SOCKS

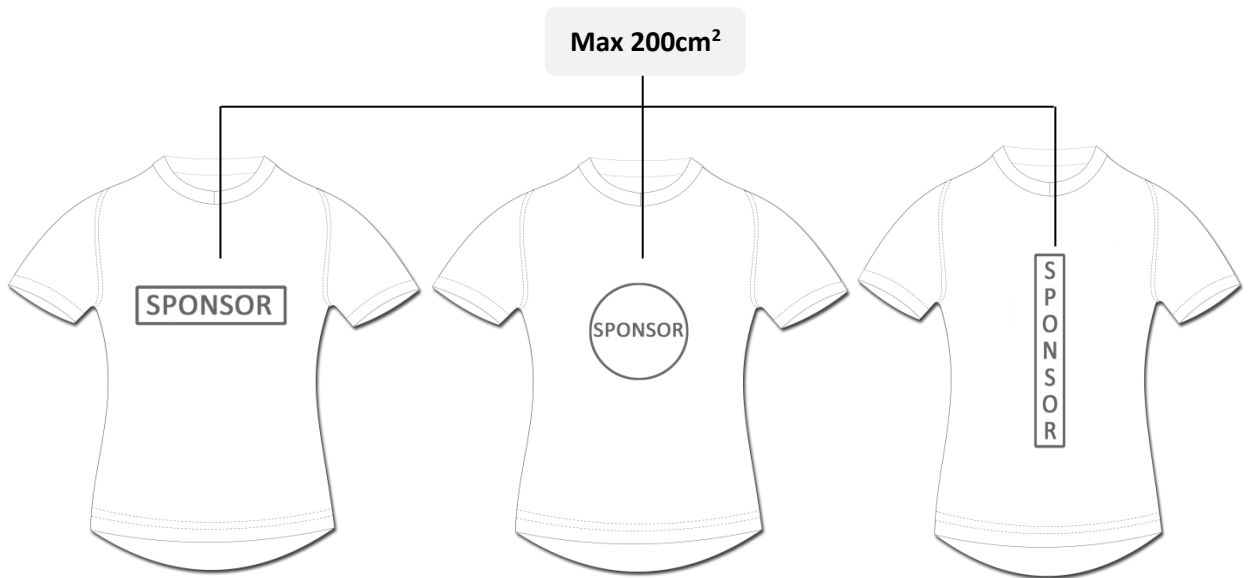
A Club may include one sponsor or advertiser on the socks. For the avoidance of doubt this is additional to the Club crest (maximum area 50 cm<sup>2</sup>) and the manufacturer's identification (maximum area 20cm<sup>2</sup>).

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.

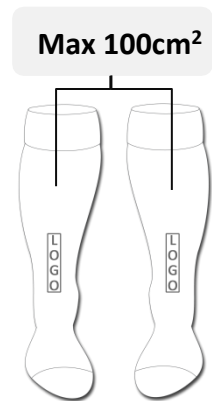
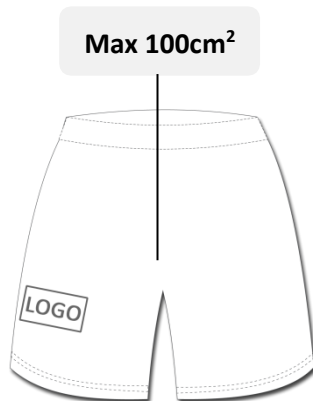
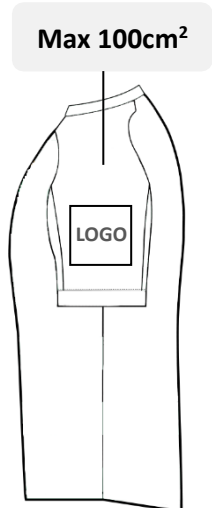
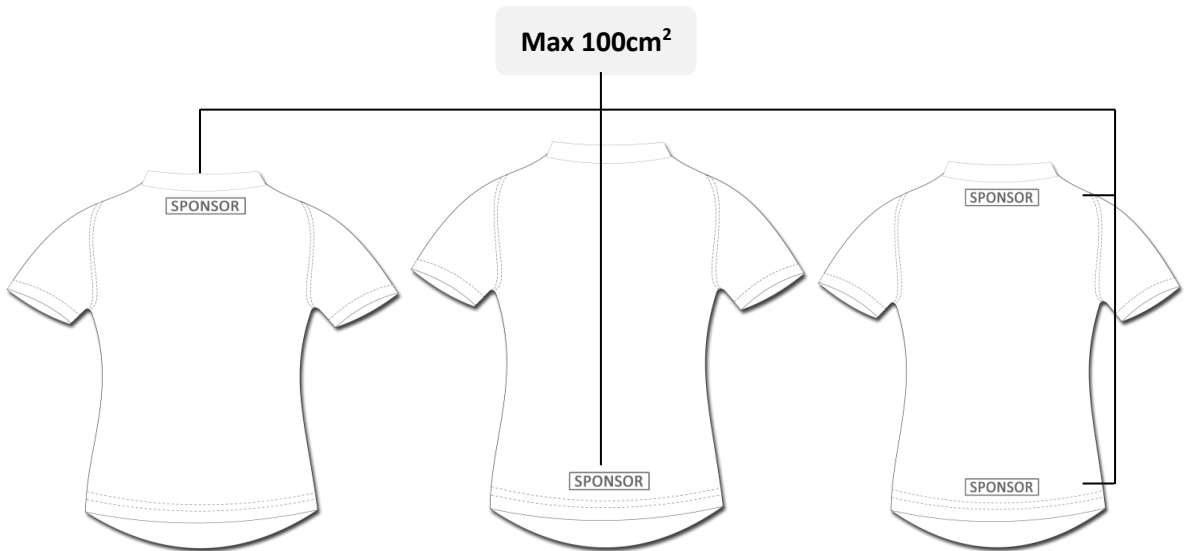
**7 CLUB CREST and MANUFACTURER'S IDENTIFICATION**



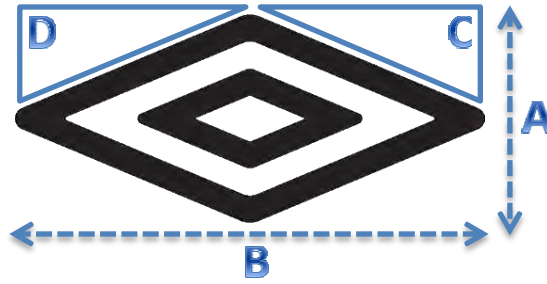
8 SPONSORSHIP DESIGNATION



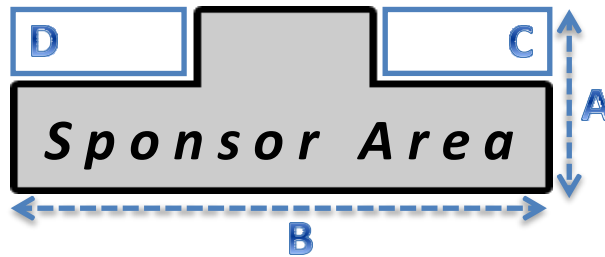
*Vertical Sponsor can be centre, left or right.*



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 8 - Video Assistant Referee Protocol**

This protocol is made by the Scottish FA in terms of Rules G82A.4 – G82A.6

**PRIVATE AND CONFIDENTIAL**

**Scottish FA / SPFL**

**Video Assistant Referee Protocol**

**Document date: 20 August 2025**

**Version Control – v1.3**

## 1. Overview

- 1.1 This Video Assistant Referee Protocol (this “**Protocol**”) is a directive of the Scottish FA Board for the purposes of Article 5.1(b)(vii) and Article 5.2(c)(vii) of the Scottish FA Articles of Association. The Judicial Panel shall have jurisdiction, subject to the terms of the Judicial Panel Protocol, to deal with any alleged breach of this Protocol. A club or other person under the jurisdiction of the Scottish FA, if found to have breached this Protocol, shall be liable to such penalty, condition or sanction as the Judicial Panel considers appropriate, including such sanctions as are contained within the Judicial Panel Protocol, in order to deal justly with the case in question.
- 1.2 This Protocol may be amended at any time and from time to time by the Scottish FA Board.
- 1.3 The basis for Video Assistant Refereeing and Video Assistant Referees (each referred to herein as “**VAR**”) is “**minimum interference, maximum benefit**”.
- 1.4 VAR is overseen by FIFA and IFAB, and is enshrined in the Laws of the Game. Some of the specific Laws of the Game relating to the use of VAR are referred to in Appendix 1 to this Protocol.
- 1.5 This Protocol conforms to the IFAB VAR Protocol (see Appendix 2 to this Protocol). The IFAB VAR Protocol is deemed to be incorporated into this Protocol as if set out in full herein and references to this Protocol will include the IFAB VAR Protocol, which shall be deemed to apply to the use of VAR in Scottish football.
- 1.6 The aim of VAR is to assist the referee in relation to a “**clear and obvious error**” or a “**serious, missed incident**”.
- 1.7 The ideal situation is for no VAR interventions in a match – the VAR will only become involved in the event of clear and obvious errors and/or serious missed incidents in the match.
- 1.8 A VAR will be a current or recently retired Category 1 referee.
- 1.9 The VAR will be assisted by an assistant VAR (“**AVAR**”) and a replay operator (“**RO**”).
- 1.10 Football remains a game of opinions – there will still be situations where opinions will differ. As per the Laws of the Game, the referee’s decision is final, even after a VAR intervention.

## 2. When can VAR Intervene?

- 2.1 There are clear limits as to when VAR can, and cannot, intervene.
- 2.2 VAR can intervene:
  - (a) For penalty area decisions/penalty kick or possible penalty kick offences;

- (b) For goals scored – all goals scored, and the build up to the goal being scored, are checked under VAR;
- (c) For straight red card offences, such as violent conduct and the denial of an obvious goal scoring opportunity;
- (d) For misapplications of the Laws of the Game – such as a goal scored direct from a dropped ball;
- (e) For cases of mistaken identity;
- (f) At the taking of a penalty kick and at kicks from the penalty mark (e.g. for encroachment); and
- (g) For serious, missed incidents

### 2.3 VAR will not intervene:

- (a) To ensure a player is cautioned for what may be seen as a reckless tackle;
- (b) For second yellow card offences (unless the VAR thinks the yellow card should be a red card);
- (c) For faulty restarts of play (e.g. a foul throw or the ball not in the quadrant at a corner kick); or
- (d) To award a foul and a free kick.

## 3. The VAR Process

- 3.1 The VAR will establish the start of an attacking phase of play (“APP”) when a team has controlled possession of the ball in an attacking mode.
- 3.2 If a goal is scored, a penalty kick is awarded or a decision is made to show a straight red card, the decision will automatically be checked; the APP will also be checked and any clear and obvious errors in the APP will be considered.
- 3.3 The VAR determines when the APP has come to an end.
- 3.4 It shall be for the VAR to determine the best form of analysis when checking an incident and/or showing footage of an incident to the on-field referee. In the event of multiple incidents being checked in an APP, the VAR will determine how best to analyse these incidents. Without prejudice to the foregoing generality, this may be chronologically or it may be that the most straightforward-looking incident is checked first.

## 4. Offences at the End of Each Half

If the referee has blown the whistle for the end of the half, but an incident occurred that meets the VAR criteria before the whistle was blown, or there is an incident of

violent conduct or another serious missed incident occurs after the whistle has been blown, this can be reviewed, and the appropriate actions taken, providing the referee has not left the field of play.

## 5. Yellow and Red Cards

In situations where VAR can intervene, yellow and red cards may be issued or rescinded, depending on the offences that occurred during the incident being checked. For instance:

- (a) in checking a penalty incident, it may be decided to overturn the award of a penalty kick and a yellow card awarded as a result of that penalty kick being awarded would then be rescinded (unless the caution was issued for dissent); or
- (b) if a player is sent off for denying an obvious goal scoring opportunity because of a shirt pull but, after VAR intervention, the referee realises he/she made a clear and obvious error, that red card will be rescinded and/or downgraded to a yellow card.

## 6. Law 11 – Offside

In the event of a 'tight' offside decision, the following will apply:

- 6.1 The on-field assistant referee ("AR") will delay raising the flag.
- 6.2 If a goal is scored and the AR signals for offside:
  - (a) The goal will be checked automatically by VAR;
  - (b) The RO will provide virtual offside lines (VOL);
  - (c) If the VOL show lines that do not overlap or touch, that constitutes a clear decision (offside). In this scenario, if the VOL show that the on-field decision was correct, the goal is disallowed;
  - (d) If the lines do overlap or touch, that constitutes a clear error and the goal stands.
- 6.3 If a goal is scored and the AR does not signal for offside:
  - (a) The VOL will apply as above;
  - (b) If the lines do not overlap or touch and the VOL show that the on-field decision was incorrect, offside is given and the goal is disallowed;
  - (c) If the lines do overlap or touch, the goal stands as the on-field decision was correct.
- 6.4 If a goal is not scored and the AR signals for offside:

- (a) The referee stops play and gives offside, or plays advantage; and
- (b) VAR only intervenes if a major incident occurs.

The AR will raise the flag if he/she considers there is any advantage to the attacking team (corner kick, penalty kick, free kick, throw in).

6.5 If a goal is not scored and the AR does not signal for offside:

- (a) Play continues as normal; and
- (b) VAR only intervenes if there is a major incident.

6.6 It is to be noted that offside decisions relate only to those parts of the body with which a goal can legally be scored – this applies to both attacking and defending players.

6.7 In the event that the technology required for the VOL does not function or the VOL cannot otherwise be used for any reason whatsoever in relation to a specific incident, the VAR/AVAR team must use their judgement in respect of such incident and the VAR shall only intervene if a clear and obvious error has been made by the on-field officials. Where the VAR does so intervene, it shall be to recommend an on-field review, so that the on-field referee can make the final decision in respect of the relevant incident. In all other cases, the on-field decision, goal or no goal, will be supported.

## 7. Stadium Preparedness

### 7.1 Referee Review Area

- (a) Each stadium will need a clearly marked referee review area (“**RRA**”) – an area of 1.5m x 1.5m must be marked as a minimum for the RRA. This will house the monitor that the match referee will look at in the event of a check.
- (b) The RRA must be placed in an easily accessible visible area next to the pitch, with adequate security to ensure a safe environment for the referee.
- (c) The RRA requires fibre connectivity to and from the outside broadcast (OB) compound:
  - Wall-mounted termination box, 205mm;
  - 2x SC fibre connections for VAR Output feed (RRA Main & Backup) with privacy graphic;
  - 4x XLR cables for referee communication (2x Main & 2x Backup).
- (d) The RRA and other pitch-side equipment requires mains power fed on isolated breakers:

- 2 x 16A CEE-form 3-pin single phase 240v power connections capable of pulling a minimum of 5A each, within 5 metres from the position of the RRA, stable and grounded, backed up on UPS.

## 7.2 OB Compound

- (a) The OB Compound requires mains power:
- 1 x 63A CEE-form 5-pin three phase power connections (active) within 3 metres of the BT unmanned cabinet.
- (b) The OB Compound requires installation of a termination box (including any necessary groundworks) for connectivity to the RRA and camera positions:
- IP-rated wallbox 8U, 210mm deep;
  - 2 x single mode LC fibre input connections for VAR Output feed (RRA Main & Backup) to RRA;
  - 4 x single mode LC fibre input and output connections for referee communications (Main – Tx and Rx, Backup – Tx and Rx);
  - 8 x Lemo SMPTE EDW.3K sockets;
  - LC fibre convertors and other connections as requested pre-season by the host broadcaster.
- (c) The OB Compound requires internet with minimum speeds of 50Mb/s upload and download speed.

## 7.3 Camera Positions

- (a) Each stadium requires six camera positions: Gantry (x 2), 18Y left, 18Y right, High Behind, Low Behind (opposite end to High Behind).
- (b) Each camera position requires appropriate scaffolding, platform and guard rails, which should be maintained and passed for health and safety, and should be tagged and ready for use.
- (c) Each camera position requires connectivity to the OB Compound either by SMPTE or 12-core single mode fibre. This should be installed permanently pre-season.
- (d) Each camera position requires a wall-mounted termination box within 5 metres of the camera position or, in the case of the 18Y left and 18Y right, a health and safety compliant temporary cable run from a wall-mounted termination box at the gantry.

## 7.4 Other Requirements

- (a) Each club shall appoint a VAR Coordinator as a point of contact for HawkEye International Limited (“HEI”) staff on the day prior to the match and on the match day, and for referee radio communications kits to be supplied to on the morning of the match (and collected from post-match), together with such other suitably qualified personnel as necessary to enable HEI to perform the services to be provided by it in relation to the provision of VAR.
- (b) Each club shall provide access all areas accreditation for review assistant and HEI capture TG on broadcast games.
- (c) HEI staff shall be permitted access on-site on the day prior to the match and on match day for broadcast games.
- (d) Pitch lines must be painted prior to kick-off – 3 hours for non-broadcast matches / 5 hours for broadcast matches.
- (e) Clubs shall ensure that the vans of the production partner for each match can be parked near to the BT cabinet.

#### 7.5 Pre-match Schedule

- (a) Agree match day camera plans with host broadcaster a minimum of one week prior to the first match of each fixture round.
- (b) All broadcast feeds available and able to be seen at the VAR Replay Centre a minimum of 4 hours before kick-off (implies a host broadcaster call-time of KO-6h).
- (c) Camera sweeps of 18Y left and 18Y right will take place a minimum of 2.5 hours before kick-off.
- (d) Synchronisation test for all cameras will take place a minimum of 1.5 hours before kick-off.

#### 7.6 In-stadium Communication to Spectators during Matches

- (a) HEI will supply its centrally-controlled software for the in-stadium communication of VAR messages to spectators during matches (“VARdict”). VARdict will be operated by the AVAR or VAR Information Officer (“VIO”) for the match via a tablet. The AVAR or VIO (as the case may be) will select options on the tablet to send a range of messages via a (password protected) URL to the club’s VAR Coordinator whenever a VAR check is in progress and play is delayed. The messages can be communicated to spectators via the tannoy operator at the stadium, the operator of the stadium “big screen” or the operator of the stadium LED boards, depending on availability.
- (b) In addition, whenever the referee has their hand to their ear and delays the match, holding out their other outstretched arm / hand, it will be clear there is a VAR check going on.

- (c) Without prejudice to any other applicable rules or regulations in respect of showing replays of match incidents on “big screens” or the like at any club’s stadium, including (without limitation) Appendix 1 to The Rules and Regulations of the Scottish Professional Football League (as amended from time to time), clubs must not use any “big screens” or the like at their stadium to relay to spectators video or pictures of (i) any match incident which has been subjected to a VAR check, other than any virtual offside lines provided to the club by the RO, or (ii) any goal in the match whilst a VAR check is ongoing.

## **8. Obligations of the Clubs**

Pursuant to, and without prejudice to the generality of, Rule G82A.2.2 of the Rules and Regulations of the Scottish Professional Football League, each club shall:

- 8.1 Allow the production partner for each match (at no cost to such production partner) all necessary access to its stadium and all necessary facilities required in order to film the footage required for all matches in respect of which VAR is to be used.
- 8.2 Provide HEI (or its agents and representatives) and HEI personnel all necessary access to the broadcast compound at its stadium whether on a match day, the day before a match day or otherwise in order that HEI can comply with its obligations in relation to the provision of VAR.
- 8.3 At all times until HEI’s equipment is returned to HEI:
  - (a) take all reasonable and proper care of such equipment and ensure that it is kept in a secure location;
  - (b) not sell, transfer, licence, loan or hire such equipment to anyone, or part with or share possession of the equipment, or do anything which may affect HEI’s interest in the equipment without the prior written consent of HEI;
  - (c) comply with all reasonable HEI instructions relating to the equipment’s use and security;
  - (d) not remove any copyright notice, trademark notice and/or other proprietary legend, label or notice set forth on or contained within the equipment or any part(s) thereof;
  - (e) not make, or cause or allow to be made, any alteration, amendment, modification or addition to the equipment without HEI’s prior written consent (such consent not to be unreasonably withheld or delayed);
  - (f) neither make, nor retain copies of, reproductions (including photographic or videotape reproduction) of the equipment or any part(s) thereof;
  - (g) use reasonable endeavours to safeguard the equipment to prevent it from falling into the possession of a third party;

- (h) subject always to Article 6 of Directive 2009/24/EC of 23 April 2009 on the legal protection of computer programs, not disassemble, decrypt, electronically scan or decompile software, peel semiconductor components or otherwise reverse engineer or attempt to reverse engineer or to derive source code from the equipment or any part(s) thereof, and not permit or encourage any third party to do so; and not alter, modify or reproduce, distribute, create derivative works from, or otherwise provide to or allow any third party access (without supervision of the Scottish FA) to, the equipment or any part(s) thereof; and
- (i) notify the Scottish FA promptly if it becomes aware that the equipment is lost, stolen or damaged.
- 8.4 Permit HEI to enter, without prior notice, any premises of the club where HEI's equipment may be and repossess such equipment.
- 8.5 At the end of the term of HEI's agreement to provide services in relation to VAR, ensure that HEI's equipment is available for collection by HEI following the last match at which the equipment is used during such term (and in any event no later than 14 days following such match). In any event HEI's equipment will be returned to HEI complete and in good working order and condition, subject to any damage due to normal wear and tear.
- 8.6 Communicate to HEI all health and safety rules and regulations and any other reasonable security requirements that apply at the club's stadium from time to time, and shall ensure that HEI is provided with a working environment that meets the following health and safety requirements:
- Induction onto site, showing all relevant areas for HEI;
  - Safe access and egress to and from all areas of work for HEI;
  - Adequate welfare facilities, including toilets, washing facilities and clean drinking water;
  - Electrical supply to be inherently safe and tested;
  - Access to first aid facilities if required;
  - Areas of work that are, as far as is reasonably practicable, safe and without risk to health or safety of HEI;
  - Relevant information about any residual risks or hazards that may have an impact or affect the HEI, and how these risks are managed;
  - Access to suitably qualified personnel to resolve or assist in resolution of issues, i.e. Electrical Engineer, Broadcast Engineer, H&S Officer; and

- any further reasonable additional requirements in respect of the working environment at the club's stadium as are agreed between HEI and the Scottish FA from time to time.

## **9. Sponsorship**

- 9.1 The Scottish FA shall have the sole right to enter into any arrangements for sponsorship (or similar) in respect of VAR.
- 9.2 No club shall enter into any sponsorship or other similar arrangements in respect of VAR nor shall it apply any of its or its sponsors' (or other commercial partners') logos, branding or other intellectual property to any graphics, audio or visual communications, or equipment or property relating to, or connected with, VAR.

## **10. Failure of the VAR System**

- 10.1 No sources or systems other than the official VAR system may be used by the referee to review replays during a match.
- 10.2 A failure of the VAR system shall in no way prejudice the referee's decision.
- 10.3 If, for whatever reason, the VAR system fails and/or VAR personnel are or become unavailable, the Scottish FA's VAR Disaster Recovery Protocol shall be implemented and clubs shall provide such assistance as the Scottish FA shall request (acting reasonably) in relation to such implementation, provided always that matches at which VAR would otherwise be used in accordance with the applicable competition rules will take place or continue without the use of VAR.
- 10.4 Neither the Scottish FA nor the SPFL shall be liable for, and no club shall be entitled to bring any claim against the Scottish FA or the SPFL for, any losses, damages, liabilities or expenses suffered or incurred by any such club as a result of:
- a decision taken to stop or not to stop a match due to a failure of the VAR system;
  - a match at which VAR would otherwise be used in accordance with the applicable competition rules taking place or continuing without the use of VAR; or
  - any decision taken (including a decision not to take any action) with the assistance of VAR under the terms of the Laws of the Game and this Protocol.

## **Appendix 1**

### **VAR and the IFAB Laws of the Game**

#### **Law 1 The Field of Play**

##### **1.14 Video assistant referees (VARs)**

In matches using VARs there must be a video operation room (VOR) and at least one referee review area (RRA).

##### **Video operation room (VOR)**

The VOR is where the video assistant referee (VAR), assistant VAR (AVAR) and replay operator (RO) work; it may be in/close to the stadium or at a more distant location. Only authorised persons are permitted to enter the VOR or communicate with the VAR, AVAR and RO during the match.

A player, substitute, substituted player or team official who enters the VOR will be sent off.

##### **Referee review area (RRA)**

In matches using VARs there must be at least one RRA where the referee undertakes an 'on-field review' (OFR). The RRA must be:

- in a visible location outside the field of play
- clearly marked

A player, substitute, substituted player or team official who enters the RRA will be cautioned.

#### **Law 5 The Referee**

##### **5.4 Video assistant referee (VAR)**

The use of video assistant referees (VARs) is only permitted where the match/competition organiser has fulfilled all Implementation Assistance and Approval Programme (IAAP) requirements as set out in FIFA's IAAP documents and has received written permission from FIFA.

The referee may be assisted by a video assistant referee (VAR) only in the event of a 'clear and obvious error' or 'serious missed incident' in relation to:

- goal/no goal
- penalty/no penalty
- direct red card (not second caution)

- mistaken identity when the referee cautions or sends off the wrong player of the offending team.

The assistance from the video assistant referee (VAR) will relate to using replay(s) of the incident. The referee will make the final decision which may be based solely on the information from the VAR and/or the referee reviewing the replay footage directly ('on-field review').

Except for a 'serious missed incident', the referee (and where relevant other 'on-field' match officials) must always decide (including a decision not to penalise a potential offence); this decision does not change unless it is a 'clear and obvious error'.

### **Reviews after play has restarted**

If play has stopped and restarted, the referee may only undertake a 'review', and take the appropriate disciplinary sanction, for mistaken identity or for a potential sending-off offence relating to violent conduct, spitting, biting or extremely offensive, insulting and/or abusive action(s).

### **Referee signals**

If play is delayed allowing a VAR check, the referee will put one finger to his/her ear and extend the other arm.

If an on-field review is to be carried out, the referee will make the 'TV' signal.

On returning to the field of play after an on-field review, the referee will again make the 'TV' signal before signalling his/her decision.

## **Law 6 The Other Match Officials**

### **6.5 Video match officials**

A video assistant referee (VAR) is a match official who may assist the referee to decide using replay footage only for a 'clear and obvious error' or 'serious missed incident' relating to a goal/no goal, penalty/no penalty, direct red card (not a second caution) or a case of mistaken identity when the referee cautions or sends off the wrong player of the offending team.

An assistant video assistant referee (AVAR) is a match official who helps the VAR primarily by:

- watching the television footage while the VAR is busy with a 'check' or a 'review'
- keeping a record of VAR-related incidents and any communication or technology problems
- assisting the VAR's communication with the referee, especially communicating with the referee when the VAR is undertaking a 'check' / 'review', e.g. to tell the referee to 'stop play' or 'delay the restart', etc.
- recording the time 'lost' when play is delayed for a 'check' or a 'review'

- communicating information about a VAR-related decision to relevant parties

## **Law 7 The Duration of the Match**

### **7.3 Allowance for time lost**

Allowance is made by the referee in each half for all playing time lost in that half through... delays relating to VAR 'checks' and 'reviews'.

## Appendix 2

### IFAB VAR Protocol

The VAR protocol, as far as possible, conforms to the principles and philosophy of the Laws of the Game.

The use of video assistant referees (VARs) is only permitted where the match/competition organiser has fulfilled all the Implementation Assistance and Approval Programme (IAAP) requirements as set out in FIFA's IAAP documents, and has received written permission from FIFA.

#### 1. Principles

The use of VARs in football matches is based on a number of principles, all of which must apply in every match using VARs.

1. A video assistant referee (VAR) is a match official, with independent access to match footage, who may assist the referee only in the event of a **'clear and obvious error'** or **'serious missed incident'** in relation to:
  - a. **Goal/no goal**
  - b. **Penalty/no penalty**
  - c. **Direct red card** (not second yellow card/caution)
  - d. **Mistaken identity** (when the referee cautions or sends off the wrong player of the offending team)
2. The referee must always decide, i.e. the referee is not permitted to give 'no decision' and then use the VAR to make the decision; a decision to allow play to continue after an alleged offence can be reviewed.
3. The original decision given by the referee will not be changed unless the video review clearly shows that the decision was a 'clear and obvious error'.
4. Only the referee can initiate a 'review'; the VAR (and other match officials) can only recommend a 'review' to the referee.
5. The final decision is always taken by the referee, either based on information from the VAR or after the referee has undertaken an 'on-field review' (OFR).
6. There is no time limit for the review process as accuracy is more important than speed.
7. The players and team officials must not surround the referee or attempt to influence if a decision is reviewed, the review process or the final decision.

8. The referee must remain 'visible' during the review process to ensure transparency.
9. If play continues after an incident which is then reviewed, any disciplinary action taken/required during the post-incident period is not cancelled, even if the original decision is changed (except a caution/sending-off for stopping or interfering with a promising attack or DOGSO).
10. If play has stopped and been restarted, the referee may not undertake a 'review' except for a case of mistaken identity or for a potential sending-off offence relating to violent conduct, spitting, biting or extremely offensive, insulting and/or abusive action(s).
11. The period of play before and after an incident that can be reviewed is determined by the Laws of the Game and VAR protocol.
12. As the VAR will automatically 'check' every situation/decision, there is no need for coaches or players to request a 'review'

## 2. Reviewable Match-changing Decisions/Incidents

The referee may receive assistance from the VAR only in relation to four categories of match-changing decisions/incidents. In all these situations, the VAR is only used *after the referee has made a (first/original) decision* (including allowing play to continue), or if a serious incident is missed/not seen by the match officials.

The referee's original decision will not be changed unless there was a 'clear and obvious error' (this includes any decision made by the referee based on information from another match official, e.g. offside).

The categories of decision/incident which may be reviewed in the event of a potential 'clear and obvious error' or 'serious missed incident' are:

### a. Goal/no goal

- attacking team offence in the build-up to or scoring of the goal (handball, foul, offside, etc.)
- ball out of play prior to the goal
- goal/no goal decisions
- offence by goalkeeper and/or kicker at the taking of a penalty kick or encroachment by an attacker or defender who becomes directly involved in play if the penalty kick rebounds from the goalpost, crossbar or goalkeeper

**b. Penalty kick/no penalty kick**

- attacking team offence in the build-up to the penalty incident (handball, foul, offside, etc.)
- ball out of play prior to the incident
- location of offence (inside or outside the penalty area)
- penalty kick incorrectly awarded
- penalty kick offence not penalised

**c. Direct red cards (not second yellow card/caution)**

- DOGSO (especially position of offence and positions of other players)
- serious foul play (or reckless challenge)
- violent conduct, biting or spitting at another person
- using offensive, insulting or abusive action(s)

**d. Mistaken identity (red or yellow card)**

- If the referee penalises an offence and then gives the wrong player from the offending (penalised) team a yellow or red card, the identity of the offender can be reviewed; the actual offence itself cannot be reviewed unless it relates to a goal, penalty incident or direct red card.

**3. Practicalities**

The use of VARs during a match involves the following practical arrangements:

- The VAR watches the match in the video operation room (VOR) assisted by an assistant VARs (AVARs)
- Depending on the number of camera angles (and other considerations) there may be more than one AVAR and one or more replay operators (ROs)
- Only authorised persons are allowed to enter the VOR or communicate with the VAR/AVAR/RO during the match
- The VAR has independent access to, and replay control of, TV broadcast footage
- The VAR is connected to the communication system being used by the match officials and can hear everything they say; the VAR can only speak to the referee by pushing a button (to avoid the referee being distracted by conversations in the VOR)

- If the VAR is busy with a 'check' or a 'review', the AVAR may speak to the referee especially if the game needs to be stopped or to ensure play does not restart
- If the referee decides to view the replay footage, the VAR will select the best angle/replay speed; the referee can request other/additional angles/speeds

#### 4. Procedures

##### Original decision

- The referee and other match officials must always make an initial decision (including any disciplinary action) as if there was no VAR (except for a 'missed' incident)
- The referee and other match officials are not permitted to give 'no decision' as this will lead to 'weak/indecisive' officiating; too many 'reviews' and significant problems if there is a technology failure
- The referee is the only person who can make the final decision; the VAR has the same status as the other match officials and can only assist the referee
- Delaying the flag/whistle for an offence is only permissible in *a very clear attacking situation* when a player is about to score a goal or has a clear run into/towards the opponents' penalty area
- If an assistant referee delays a flag for an offence, the assistant referee must raise the flag if the attacking team scores a goal, is awarded a penalty kick, free kick, corner kick or throw-in, or retains possession of the ball after the initial attack has ended; in all other situations, the assistant referee should decide whether to raise the flag, depending on the requirements of the game

##### Check

- The VAR automatically 'checks' the TV camera footage for every potential or actual goal, penalty or direct red card decision/incident, or a case of mistaken identity, using different camera angles and replay speeds
- The VAR can 'check' the footage in normal speed and/or in slow motion but, in general, slow-motion replays should only be used for facts, e.g. position of offence/player, point of contact for physical offences and handball, ball out of play (including goal/no goal); normal speed should be used for the 'intensity' of an offence or to decide if it was a handball offence
- If the 'check' does not indicate a 'clear and obvious error' or 'serious missed incident', there is usually no need for the VAR to communicate with the referee – this is a 'silent check'; however, it sometimes helps the referee/assistant referee to manage the players/match if the VAR confirms that no 'clear and obvious error' or 'serious missed incident' occurred

- If the restart of play needs to be delayed for a 'check', the referee will signal this by clearly holding a finger to the earpiece/headset and extending the other hand/arm; this signal must be maintained until the 'check' is complete as it announces that the referee is receiving information (which may be from the VAR or another match official)
- If the 'check' indicates a probable 'clear and obvious error' or 'serious missed incident', the VAR will communicate this information to the referee, who will then decide whether or not to initiate a 'review'

### Review

- The referee can initiate a 'review' for a potential 'clear and obvious error' or 'serious missed incident' when:
  - the VAR (or another match official) recommends a 'review'
  - the referee suspects that something serious has been 'missed'
- If play has already stopped, the referee delays the restart
- If play has not already stopped, the referee stops play when the ball is next in a neutral zone/situation (usually when neither team is in an attacking move) and shows the 'TV signal'
- The VAR describes to the referee what can be seen on the TV replay(s) and the referee then:
  - shows the 'TV signal' (if not already shown) and goes to the referee review area to view replay footage – 'on-field review' (OFR) – before making a final decision. The other match officials will not review the footage unless, in exceptional circumstances, asked to do so by the referee

*or*

  - makes a final decision based on the referee's own perception and the information from the VAR, and, where appropriate, input from other match officials – VAR-only review
- At the end of both review processes, the referee must show the 'TV signal' immediately followed by the final decision
- For subjective decisions, e.g. intensity of a foul challenge, interference at offside, handball considerations, an 'on-field review' (OFR) is appropriate
- For factual decisions, e.g. position of an offence or player (offside), point of contact (handball/foul), location (inside or outside the penalty area), ball out of play, etc. a VAR-only review is usually appropriate but an 'on-field review'

(OFR) can be used for a factual decision if it will help manage the players/match or 'sell' the decision (e.g. a crucial match-deciding decision late in the game)

- The referee can request different cameras angles/replay speeds but, in general, slow-motion replays should only be used for facts, e.g. position of offence/player, point of contact for physical offences and handball, ball out of play (including goal/no goal); normal speed should be used for the 'intensity' of an offence or to decide if it was a handball offence
- For decisions/incidents relating to goals, penalty/no penalty and red cards for denying an obvious goal-scoring opportunity (DOGSO), it may be necessary to review the attacking phase of play which led directly to the decision/incident; this may include how the attacking team gained possession of the ball in open play
- The Laws of the Game do not allow restart decisions (corner kicks, throw-ins, etc.) to be changed once play has restarted, so they cannot be reviewed
- If play has stopped and restarted, the referee may only undertake a 'review', and take the appropriate disciplinary sanction, for a case of mistaken identity or for a potential sending-off offence relating to violent conduct, spitting, biting or extremely offensive, insulting and/or abusive action(s)
- The review process should be completed as efficiently as possible, but the accuracy of the final decision is more important than speed. For this reason, and because some situations are complex with several reviewable decisions/incidents, there is no maximum time limit for the review process

#### **Final decision**

- When the review process is completed, the referee must show the 'TV signal' and communicate the final decision
- The referee will then take/change/rescind any disciplinary action (where appropriate) and restart play in accordance with the Laws of the Game

#### **Players, substitutes and team officials**

- As the VAR will automatically 'check' every situation/incident, there is no need for coaches or players to request a '**check**' or '**review**'
- Players, substitutes and team officials must not attempt to influence or interfere with the review process, including when the final decision is communicated
- During the review process, players should remain on the field of play; substitutes and team officials should remain off the field of play

- A player/substitute/substituted player/team official who excessively shows the 'TV signal' or enters the RRA will be cautioned
- A player/substitute/substituted player/team official who enters the VOR will be sent off

### **Match validity**

In principle, a match is not invalidated because of:

- malfunction(s) of the VAR technology (as for goal line technology (GLT))
- wrong decision(s) involving the VAR (as the VAR is a match official)
- decision(s) not to review an incident
- review(s) of a non-reviewable situation/decision

### **Incapacitated VAR, AVAR or replay operator**

Law 6 – The Other Match Officials stipulates: “Competition rules must state clearly who replaces a match official who is unable to start or continue and any associated changes.” In matches using VARs, this also applies to replay operators.

As special training and qualifications are needed to be a video match official (VMO)/replay operator, the following principles must be included in competition rules:

- A VAR, AVAR or replay operator who is unable to start or continue may only be replaced by someone who is qualified for that role
- If no qualified replacement can be found for the VAR or replay operator, \* the match must be played/continue without the use of VARs
- If no qualified replacement can be found for the AVAR, \* the match must be played/continue without the use of VARs unless, in exceptional circumstances, both teams agree in writing that the match may be played/continue with only the VAR and replay operator

\* This does not apply where there is more than one AVAR/replay operator.

**ANNEX 9 – Scottish FA Club Cooperation Regulations****SCOTTISH FA CLUB COOPERATION REGULATIONS****1. INTRODUCTION**

- 1.1 The purpose of these Regulations is to regulate matters relating to the entry into, and operation of, cooperation agreements, together with the rights of a Qualifying Player to play under the terms of any such cooperation agreement.
- 1.2 In these Regulations, unless expressly provided otherwise:
- (a) words and expressions which have particular meanings in the Articles and/or the Registration Procedures shall have the same meanings in these Regulations;
  - (b) a reference to the Articles, the Registration Procedures or to any rule or regulation of the Scottish FA is a reference to the Articles, the Registration Procedures or such rule or regulation as in force from time to time, including any amendment, addition or re-enactment of or to the Articles, the Registration Procedures or to that rule or regulation that may be made by the Scottish FA from time to time;
  - (c) a reference to a paragraph shall be to a paragraph of these Regulations;
  - (d) words importing the singular only shall include the plural and vice versa;
  - (e) words importing any gender shall include all genders;
  - (f) references to persons include an individual, company, corporation, firm or partnership; and
  - (g) references to "in writing" include the use of appropriate electronic media.
- 1.3 The headings in these Regulations are inserted for convenience only and shall not affect the construction of these Regulations.
- 1.4 These Regulations are adopted pursuant to the Articles and shall be effective as of 1 June 2025 (the “**Effective Date**”).
- 1.5 The provisions of these Regulations shall apply with effect from (and including) the Effective Date and shall automatically expire at the end of Season 2025/26, unless re-enacted (with or without amendment) by the Scottish FA. The expiry of these Regulations shall not affect any breach of any provision of these Regulations which existed at or before the date of expiry.

**2. DEFINITIONS**

In these Regulations, the following words and expressions have the following meanings:

<b>“Articles”</b>	means the Articles of Association of the Scottish FA.
<b>“Confirmed”</b>	has the meaning given to it in the Scottish FA Comet Regulations.
<b>“cooperation agreement”</b>	means an agreement concluded by a parent club and a cooperation club, pursuant to which players registered for the parent club are entitled to play for the cooperation club, in accordance with the terms of these Regulations.

<b>“cooperation club”</b>	means the club in one of the cooperation leagues which has entered into a cooperation agreement with a parent club, in accordance with the terms of these Regulations.
<b>“cooperation leagues”</b>	the Scottish Professional Football League Championship, the Scottish Professional Football League League 1, the Scottish Professional Football League League 2, the Scottish Highland Football League and the Scottish Lowland Football League.
<b>“cooperation list”</b>	means the list of Qualifying Players who are entitled to play for a cooperation club under the terms of a cooperation agreement, from time to time, in accordance with the terms of these Regulations.
<b>“Effective Date”</b>	has the meaning given to it in paragraph 1.4.
<b>“match”</b>	includes a match in any competition organised or promoted by the Scottish FA (including the Club Academy Scotland programme), the Scottish Professional Football League, the Scottish Highland Football League or the Scottish Lowland Football League and any other match played under the jurisdiction of the Scottish FA.
<b>“parent club”</b>	means the Scottish Professional Football League Premiership or Championship club which has entered into a cooperation agreement with a cooperation club, in accordance with the terms of these Regulations.
<b>“Qualifying Player”</b>	means a player born on or after 1 January 2005 who is registered with a parent club in accordance with the Registration Procedures (and any other applicable rules and regulations of the Scottish FA) and is eligible to play for a representative men’s team of the Scottish FA, in each case as at the date such player is listed on a cooperation list in accordance with the terms of these Regulations.
<b>“Registration Period”</b>	has the meaning given to it in the Registration Procedures.
<b>“Registration Procedures”</b>	means the procedures promulgated by the Board from time to time in connection with the registration of players, Team Officials and Team Staff, and the licensing of Team Scouts, as well as the registration and/or licensing of any other persons referred to therein.
<b>“these Regulations”</b>	means these Scottish FA Club Cooperation Regulations, as amended, supplemented or replaced by the Board from time to time.
<b>“Scottish FA”</b>	means The Scottish Football Association Limited (Company Number SC005453) whose registered office is at Hampden Park, Glasgow G42 9AY.

<b>“Scottish FA Comet Regulations”</b>	means the regulations promulgated by the Board from time to time in connection with the use of Scottish FA Comet.
<b>“Season”</b>	has the meaning given to it in the Registration Procedures.
<b>“Submitted”</b>	has the meaning given to it in the Scottish FA Comet Regulations, and <b>“Submission”</b> shall be construed accordingly.
<b>“working day”</b>	means a day (other than a Saturday or Sunday) on which banks are open for normal banking business in Scotland.

### **3. COOPERATION AGREEMENTS**

- 3.1 A club in the Scottish Professional Football League Premiership shall be entitled to enter into cooperation agreements as a parent club with clubs in each of the cooperation leagues, in accordance with the terms of these Regulations.
- 3.2 A club in the Scottish Professional Football League Championship shall be entitled to enter into cooperation agreements as a parent club with clubs in each of the cooperation leagues (other than the Scottish Professional Football League Championship), in accordance with the terms of these Regulations.
- 3.3 Subject to paragraph 3.4, a parent club shall be entitled to have a cooperation agreement with a club in each of the cooperation leagues (save that, where the parent club is a club in the Scottish Professional Football League Championship, it shall not be entitled to be a parent club under a cooperation agreement with another club in the Scottish Professional Football League Championship), but shall not have a cooperation agreement with more than one club in each such cooperation league at the same time.
- 3.4 A parent club shall not be entitled to have a cooperation agreement with a club in any cooperation league in which the parent club has a competing club.
- 3.5 A cooperation club shall not be entitled to enter into a cooperation agreement with more than one parent club at the same time.
- 3.6 A parent club and a cooperation club shall be entitled to enter into a cooperation agreement at any time during Season 2025/26 after the Effective Date.
- 3.7 Cooperation agreements must be entered into in the form, and contain the terms, set out in Annex 1 to these Regulations. Notwithstanding the foregoing, the parties to a cooperation agreement shall be entitled to include such additional terms in a cooperation agreement as they shall agree, provided that (i) any such additional terms must be included in the schedule to the cooperation agreement and (ii) in the event of there being or becoming any conflict or inconsistency between any such additional terms and any provision(s) of these Regulations (or any other applicable rules and regulations of the Scottish FA), the provision(s) of these Regulations (or other applicable rules and regulations of the Scottish FA, as the case may be) shall prevail and apply.
- 3.8 A copy of each cooperation agreement entered into between a parent club and a cooperation club (including the schedule of additional terms, if any, referred to in paragraph 3.7), and any amendment to a cooperation agreement from time to time, shall be submitted by the parent club which is party to such cooperation agreement to the Scottish FA by email to [coopagreements@scottishfa.co.uk](mailto:coopagreements@scottishfa.co.uk) (with a copy to the cooperation club which is party to such cooperation agreement) within seven (7) days of the date the cooperation agreement is entered into.

- 3.9 The Scottish FA shall confirm approval or rejection of a cooperation agreement submitted to it in accordance with paragraph 3.8 within five (5) working days of receipt by it of such cooperation agreement. Such confirmation shall be sent to the parent club which is a party to such cooperation agreement by email to the email address from which the relevant cooperation agreement was submitted (with a copy to the cooperation club which is party to such cooperation agreement).
- 3.10 Subject to paragraph 3.11, all cooperation agreements must be for a term of not less than the period until the first day of the next Registration Period and shall have a maximum term of one Season.
- 3.11 Notwithstanding the terms of paragraph 3.10, a parent club or a cooperation club may terminate any cooperation agreement which it is party to at any time during the term of such cooperation agreement immediately upon giving written notice of such termination to the other party to the cooperation agreement, provided that such notice must be served:
- (a) by 12pm on the Thursday before the other party's next match in which a Qualifying Player would be eligible to play for such other party, where such match is scheduled to take place on a Saturday or Sunday; or
  - (b) by not later than 48 hours before the other party's next match in which a Qualifying Player would be eligible to play for such other party, where such match is scheduled to take place on a day other than a Saturday or Sunday.
- 3.12 Where a cooperation agreement is terminated in accordance with paragraph 3.11, the parent club which is party to such cooperation agreement shall notify the Scottish FA of such termination by email to [coopagreements@scottishfa.co.uk](mailto:coopagreements@scottishfa.co.uk) (with a copy to the cooperation club which is party to such cooperation agreement) within seven (7) days of the date of the termination.
- 3.13 Immediately upon the termination of a cooperation agreement, for any reason whatsoever, any player on the cooperation list relative to such cooperation agreement shall no longer be entitled to play for the relevant cooperation club.

#### **4. COOPERATION LISTS**

- 4.1 Following receipt by the parent club which is party to a cooperation agreement of confirmation of approval of such cooperation agreement by the Scottish FA in accordance with paragraph 3.9, such parent club shall be entitled to submit a cooperation list relative to such cooperation agreement in accordance with the terms of these Regulations. No cooperation list relative to a cooperation agreement shall be submitted to the Scottish FA prior to the parent club which is party to such cooperation agreement having received confirmation from the Scottish FA of approval of the relevant cooperation agreement in accordance with paragraph 3.9.
- 4.2 Cooperation lists (and any amendment thereto from time to time) must be:
- (a) in the form set out in Annex 2 to these Regulations and must be signed by the parent club which is party to the relevant cooperation agreement to confirm that it is the current cooperation list relative to the relevant cooperation agreement; and
  - (b) submitted by the parent club which is party to the relevant cooperation agreement to the Scottish FA by email to [coopagreements@scottishfa.co.uk](mailto:coopagreements@scottishfa.co.uk) (with a copy to the cooperation club which is party to such cooperation agreement).

- 4.3 It is the sole responsibility of the parent club to ensure that all players listed in a cooperation list are Qualifying Players.
- 4.4 In order to be entitled to play for a cooperation club pursuant to a cooperation agreement entered into between such cooperation club and a parent club, a Qualifying Player must be:
- (a) registered with such parent club;
  - (b) listed on the current cooperation list relative to such cooperation agreement, such cooperation list complying with, and having been submitted in accordance with, the terms of these Regulations; and
  - (c) Submitted to the Scottish FA by the cooperation club via Scottish FA Comet using the registration type “Cooperation List”, such Submission being accompanied by a registration form duly signed by such Qualifying Player and a copy of the cooperation list on which such Qualifying Player is listed, and such Submission having been Confirmed by the Scottish FA via Scottish FA Comet, all in accordance with the provisions of the Scottish FA Comet Regulations relating to the registration of players,

provided that (where the relevant cooperation club is a club in one of the cooperation leagues other than the Scottish Highland Football League or the Scottish Lowland Football League) the submission referred to in paragraph 4.1(c) shall only be made:

- (i) during a Registration Period; or
  - (ii) during September and February in Season 2025/26, to the extent that the Rules and Regulations of the Scottish Professional Football League permit Clubs, for the time being entitled to participate in the Scottish Professional Football League Championship, League 1 or League 2, to Scottish FA Register and League Register a Player on the basis of a Temporary Transfer during such months. Capitalised terms used in this paragraph 4.1(ii) and not otherwise defined herein shall have the meanings given to them in the Rules and Regulations of the Scottish Professional Football League in force as at the Effective Date (as amended from time to time).
- 4.5 A parent club is entitled to list, at any one time, a maximum of three (3) Qualifying Players on the cooperation list which relates to a cooperation agreement entered into by such parent club with a cooperation club under the terms of these Regulations.
- 4.6 A parent club is entitled, in its sole discretion, to remove a Qualifying Player from a cooperation list at any time immediately upon giving written notice of such removal to the relevant cooperation club (with a copy of such notice being sent to the Scottish FA by email to [coopagreements@scottishfa.co.uk](mailto:coopagreements@scottishfa.co.uk)), provided that such notice must be served:
- (a) by not later than 12pm on the Thursday before the cooperation club’s next match in which such Qualifying Player would be eligible to play for such cooperation club, where such match is scheduled to take place on a Saturday or Sunday; or
  - (b) by not later than 48 hours before the cooperation club’s next match in which such Qualifying Player would be eligible to play for such cooperation club, where such match is scheduled to take place on a day other than a Saturday or Sunday,

whereupon the relevant Qualifying Player shall no longer be entitled to play for the cooperation club under the terms of the relevant cooperation agreement, but without prejudice to his entitlement to continue to play for the parent club.

- 4.7 A cooperation club shall terminate the entry of any Qualifying Player who is listed against such cooperation club on Scottish FA Comet within twenty-four (24) hours of (i) any such

Qualifying Player being removed from the cooperation list relative to a cooperation agreement to which such cooperation club is party or (ii) the relevant cooperation agreement being terminated, in each case in accordance with the terms of these Regulations.

- 4.8 A parent club may replace any Qualifying Player removed from a cooperation list pursuant to paragraph 4.4 with another Qualifying Player, provided that (i) where the relevant cooperation club is a club in one of the cooperation leagues other than the Scottish Highland Football League or the Scottish Lowland Football League, any such replacement Qualifying Player shall only be added to the relevant cooperation list during the periods referred to in paragraph 4.1, (ii) in all cases, the terms of paragraphs 4.1(a), (b) and (c) shall apply to the replacement Qualifying Player and (iii) the maximum number of Qualifying Players on a cooperation list shall not, at any one time, exceed three (3).
- 4.9 A Qualifying Player shall only be listed on one cooperation list at any one time, notwithstanding how many cooperation agreements the parent club with which he is registered is a party to.

## **5. QUALIFYING PLAYERS**

- 5.1 During the term of a cooperation agreement, and subject to the terms of these Regulations, any Qualifying Player who is listed on the cooperation list relative to such cooperation agreement shall be entitled to play in matches for the parent club and the cooperation club which are party to such cooperation agreement, in accordance with the following provisions:
- (a) in the event that the parent club and the cooperation club both wish to play any such Qualifying Player in matches scheduled to take place on the same day and the Qualifying Player is for the time being with the cooperation club, the parent club shall determine which of such matches the Qualifying Player shall play in, provided that if the parent club determines that the relevant Qualifying Player shall play in the parent club's match, it must notify the cooperation club of such determination:
    - (i) by 12pm on the Thursday before the relevant match in which such Qualifying Player would be eligible to play for such cooperation club, where such match is scheduled to take place on a Saturday or Sunday; or
    - (ii) by not later than 48 hours before the relevant match in which such Qualifying Player would be eligible to play for such cooperation club, where such match is scheduled to take place on a day other than a Saturday or Sunday;
  - (b) any such Qualifying Player shall only play for the senior team of the relevant cooperation club;
  - (c) in the event that a Qualifying Player plays in:
    - (i) the entirety of a match (excluding extra-time and penalties, if any) for a parent club or a cooperation club, such Qualifying Player shall not play in any other match for the parent club or the cooperation club until at least the third day following the day on which the match in which the Qualifying Player played in ended;
    - (ii) thirty (30) to sixty (60) minutes (excluding stoppage time, extra-time and penalty kicks, if any) of a match for a parent club or a cooperation club, such Qualifying Player shall only be entitled to play up to forty-five (45) minutes (excluding stoppage time, extra-time and penalty kicks, if any) in

any other match for a parent club or a cooperation club before the third day following the day of the match in which the Qualifying Player played thirty (30) to sixty (60) minutes; or

- (iii) less than thirty (30) minutes (excluding stoppage time, extra-time and penalty kicks, if any) of a match for a parent club or a cooperation club, such Qualifying Player shall only be entitled to play up to sixty (60) minutes (excluding stoppage time, extra-time and penalty kicks, if any) in any other match for a parent club or a cooperation club before the third day following the day of the match in which the Qualifying Player played less than thirty (30) minutes,

provided that any breach of this paragraph 5.1(c) shall not affect the eligibility of the relevant Qualifying Player to play in any match for the parent club or the cooperation club, but without prejudice to any other penalty or sanction available for such breach; and

- (d) in the event that a Qualifying Player who is listed on a cooperation list in accordance with the terms of these Regulations has not played at least fifteen (15) minutes (including extra-time, if any, but excluding stoppage time and penalty kicks, if any) in not less than five (5) matches for the cooperation club to which such cooperation list applies up to (and including) 31 March in a Season, such cooperation club shall terminate the entry of such Qualifying Player against such cooperation club on Scottish FA Comet by 00:01 on 1 April in such Season and such Qualifying Player shall not be entitled to play for the cooperation club after 31 March in such Season.

- 5.2 Any playing sanction incurred by a Qualifying Player under the Disciplinary Procedures shall be served by such Qualifying Player in the relevant match(es) of the club with which he incurred such sanction, in accordance with the terms of the Judicial Panel Protocol.
- 5.3 The parent club shall remain responsible for all obligations (including financial obligations) owed to a Qualifying Player under his contract with such parent club, and the cooperation club shall bear no responsibility for any such obligations. Without prejudice to the foregoing generality, the parent club shall continue to pay all remuneration and other financial obligations due to a Qualifying Player, notwithstanding that he may play for a cooperation club pursuant to a cooperation agreement during the term of such Qualifying Player's contract with such parent club.
- 5.4 A Qualifying Player playing for a cooperation club under a cooperation agreement shall not be considered to be a transfer (permanent or temporary) of such Qualifying Player to such cooperation club under the Registration Procedures or any other rules and regulations of the Scottish FA.

## **6. NOTICES**

- 6.1 In exceptional circumstances and/or where it is not possible to submit any information or documentation required to be submitted under these Regulations to the Scottish FA utilising Scottish FA Comet, hard copies of the relevant information or documentation (as the case may be) shall be submitted to the Scottish FA by email to [coopagreements@scottishfa.co.uk](mailto:coopagreements@scottishfa.co.uk).
- 6.2 Save where these Regulations state that information or documentation is to be submitted (i) via Scottish FA Comet (and subject to paragraph 6.1 in that regard) or (ii) to the Scottish FA by email to [coopagreements@scottishfa.co.uk](mailto:coopagreements@scottishfa.co.uk), information, documentation or notices in respect of these Regulations shall be delivered by:

- (a) first class ordinary or recorded or registered delivery post to the recipient's registered office;
- (b) hand delivery or courier to the recipient's registered office;
- (c) email to the email address stipulated in these Regulations (in the case of the Scottish FA) or in the relevant cooperation agreement (in the case of a parent club or a cooperation club); or
- (d) any combination of the above.

6.3 Unless provided otherwise in these Regulations, information, documentation or notices shall be deemed to have been delivered:

- (a) if sent to the address stipulated in paragraph 6.2 by recorded delivery or registered first class post, and upon production of evidence of posting by recorded or registered delivery, on the day after posting;
- (b) if sent to the address stipulated in paragraph 6.2 by hand or by courier, on the date of delivery upon evidence of delivery by hand or courier; or
- (c) if sent by email to the email address stipulated in paragraph 6.2, and upon evidence of the day and time of sending by email, on the day and at the time on which the email was sent.

## **7. BREACH OF THESE REGULATIONS**

7.1 It shall be a breach of these Regulations if any club fails to comply with the provisions of these Regulations or uses cooperation agreements in any manner contrary to the terms of these Regulations.

7.2 The Judicial Panel shall have jurisdiction, subject to the terms of the Judicial Panel Protocol, to deal with any alleged breach of these Regulations.

## **8. APPLICABLE LAW**

These Regulations, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the law of Scotland.

May 2025

**ANNEX 1 – FORM OF COOPERATION AGREEMENT**

This cooperation agreement (this “**Agreement**”) is made on [*insert date*] 20[●]

**between:**

- (1) [*insert name of Parent Club*] incorporated and registered in Scotland with company number SC[●] whose registered office is at [*insert registered office address*] (the “**Parent Club**”); and
- (2) [*insert name of Cooperation Club*] incorporated and registered in Scotland with company number SC[●] whose registered office is at [*insert registered office address*] (the “**Cooperation Club**”),

each a “**Party**” and together the “**Parties**”.

**Whereas:**

The Parent Club has agreed to provide the services of the Qualifying Players as footballers to the Cooperation Club in accordance with the terms of the Scottish FA Club Cooperation Regulations and this Agreement.

**It is hereby agreed** as follows:

**1. Definitions and interpretation**

- 1.1 In addition to terms defined elsewhere in this Agreement, the following definitions shall apply in this Agreement:

“**Cooperation List**” means the list of Qualifying Players who are entitled to play for the Cooperation Club under the terms of this Agreement, from time to time, in accordance with the terms of the Scottish FA Club Cooperation Regulations;

“**FIFA RSTP**” means the FIFA Regulations on the Status and Transfer of Players in force as at the date of this Agreement, as such may be amended by FIFA from time to time;

“**Qualifying Player**” means a player born on or after 1 January 2025 who is registered with the Parent Club in accordance with the Scottish FA Registration Procedures (and any other applicable rules and regulations of the Scottish FA) and is **eligible to play for a representative men’s team of the Scottish FA, in each case as at the date such player is listed on a Cooperation List** in accordance with the terms of the Scottish FA Club Cooperation Regulations;

“**Scottish FA**” means The Scottish Football Association Limited (Company Number SC005453) whose registered office is at Hampden Park, Glasgow G42 9AY;

“**Scottish FA Articles**” means the articles of association of the Scottish FA in force as at the date of this Agreement (as amended from time to time);

“**Scottish FA Club Cooperation Regulations**” means the regulations promulgated by the board of directors of the Scottish FA from time to time in connection with the entry into, and operation of, cooperation agreements;

“**Scottish FA Registration Procedures**” means the procedures promulgated by the board of directors of the Scottish FA from time to time in connection with the registration of players and any other persons referred to therein;

“**Scottish Professional Football League**” means the combination of association football clubs known as The Scottish Professional Football League, operating under and administered and managed by The Scottish Professional Football League Limited (Company Number SC175364) whose registered office is at Hampden Park, Glasgow G42 9DE, and any successor thereto from time to time; and

“**working day**” means a day (other than a Saturday or Sunday) on which banks are open for normal banking business in Scotland.

- 1.2 The headings in this Agreement shall not affect the interpretation of this Agreement.
- 1.3 This Agreement shall be binding on, and enure to the benefit of, the Parties and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 1.4 References in this Agreement to Clauses are to the clauses of this Agreement.
- 1.5 Any words in this Agreement following the term “**including**” 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.

## 2. Commencement and duration

This Agreement shall commence on the date of this Agreement, as evidenced by the date at the start of this Agreement (the “**Commencement Date**”), and shall continue, unless terminated earlier in accordance with Clause 6, until [*insert date not earlier than the first day of the next Registration Period and not later than the last date of the Season*] (the “**Term**”), when it shall terminate automatically without notice.

## 3. Provision of services

- 3.1 The Parent Club agrees to provide the services of each of the Qualifying Players listed in the Cooperation List to the Cooperation Club as a footballer for the duration of the Term, subject to the terms of the Scottish FA Club Cooperation Regulations and this Agreement.
- 3.2 The Parent Club shall not be in breach of its obligation to provide any Qualifying Player to the Cooperation Club during the Term by reason of such Qualifying Player being:
  - (a) unable to play on medical grounds; or
  - (b) absent on any annual leave afforded to the Qualifying Player by the Parent Club during the Term.

#### **4. Parent Club Obligations**

- 4.1 During the Term, the Parent Club shall remain responsible for all obligations owed to a Qualifying Player under his contract with the Parent Club, and the Cooperation Club shall bear no responsibility for any such obligations. Without prejudice to the foregoing generality, during the Term, the Parent Club shall continue to pay all remuneration and other financial obligations due to a Qualifying Player under his contract with the Parent Club, notwithstanding that such Qualifying Player may play for the Cooperation Club pursuant to this Agreement during the term of such Qualifying Player's contract with the Parent Club.
- 4.2 The Parent Club shall be solely responsible, without any contribution from the Cooperation Club whatsoever, for any compensation which may be payable to any other football club in respect of the provision of the services as a footballer of a Qualifying Player to the Cooperation Club under this Agreement during the Term, including pursuant to the Scottish FA Registration Procedures or the FIFA RSTP.

#### **5. Cooperation Club Obligations**

- 5.1 The Cooperation Club shall ensure that each Qualifying Player has available to him, whilst engaged in any football activities for the Cooperation Club during the Term, appropriate medical and physiotherapy facilities.
- 5.2 The Cooperation Club shall notify the Parent Club as soon as reasonably practicable after the Cooperation Club becomes aware of any injury suffered by a Qualifying Player whilst with the Cooperation Club during the Term and, save in a medical emergency, shall not initiate any treatment options for such Qualifying Player without first discussing and agreeing them with the Parent Club's medical team.
- 5.3 The Cooperation Club agrees that it shall have no claim of any nature whatsoever in respect of a Qualifying Player's registration, including pursuant to Annex 8 (Entitlement to Compensation) to the Scottish FA Registration Procedures, or Article 20 (Training Compensation) or Article 21 (Solidarity) of the FIFA RSTP. Any claim or right to payment under the aforementioned provisions in respect of the Term shall accrue solely for the benefit of the Parent Club, and to the extent that any such claim or right to payment shall accrue or be deemed to have accrued to the Cooperation Club, it is hereby unconditionally and irrevocably waived by the Cooperation Club.
- 5.4 If, notwithstanding the terms of Clause 5.3, the Cooperation Club shall receive any payment in respect of a Qualifying Player's registration, it shall pay the entire amount of such payment (without deduction or set-off) to the Parent Club as soon as reasonably practicable (and, in any event, within ten (10) working days) after receipt by the Cooperation Club of the same.

#### **6. Termination**

- 6.1 Notwithstanding the terms of Clause 2, either Party may terminate this Agreement at any time during the Term immediately upon giving written notice of such termination to the other Party, provided that such notice must be served:
- (a) by 12pm on the Thursday before the other Party's next match in which a Qualifying Player would be eligible to play for such other Party, where such match is scheduled to take place on a Saturday or Sunday; or

- (b) by not later than 48 hours before the other Party's next match in which a Qualifying Player would be eligible to play for such other Party, where such match is scheduled to take place on a day other than a Saturday or Sunday.
- 6.2 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving notice to the other Party if:
  - (a) the other Party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of fourteen days after being notified to do so;
  - (b) the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or
  - (c) the other Party suffers an insolvency event (as defined in the Scottish FA Articles).
- 6.3 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages for any breach of this Agreement that existed at or before the date of termination or expiry.

## **7. Warranty**

Each Party warrants to the other that it has taken all necessary actions and has all requisite power and authority to enter into and perform this Agreement, and that this Agreement constitutes (or will constitute when executed) valid, legal and binding obligations on that Party in accordance with its terms.

## **8. Assignment**

Neither Party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

## **9. Confidentiality**

Each Party undertakes that it shall not at any time disclose the terms of this Agreement to any person without the prior written consent of the other Party, save that each Party may disclose the terms of this Agreement:

- (a) to its employees, officers and professional advisers, provided that it shall ensure that its employees, officers and professional advisers to whom it discloses the terms of this Agreement comply with this Clause 9; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, including the Scottish FA.

**10. Entire agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**11. Variation**

This Agreement shall not be varied or supplemented, except in writing and signed by the Parties (or their authorised representatives).

**12. No partnership or agency**

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

**13. Notices**

13.1 Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service providing proof of postage at its registered office; or
- (b) sent by email to the following address:
  - (i) Parent Club: [*insert email address*]; or
  - (ii) Cooperation Club: [*insert email address*].

13.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the registered office;
- (b) if sent by pre-paid first-class post or other next working day delivery service providing proof of postage, at 9.00am on the second working day after posting; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 13.2(c), business hours means 9.00am to 5.00pm on a working day.

**14. Additional terms**

The additional terms contained in the schedule to this Agreement (if any) shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the said schedule, which forms part of this Agreement.

**15. Counterparts**

- 15.1 This Agreement may be executed in any number of counterparts and by each Party in separate counterparts. Each counterpart, when executed and delivered, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Delivery of a counterpart by email transmission shall be an effective mode of delivery.
- 15.2 No counterpart shall be effective until each Party has executed and delivered at least one executed counterpart. Delivery will take place when the date of delivery is agreed between the Parties after execution of this Agreement, as evidenced by the date at the start of this Agreement.
- 15.3 Where not executed in counterparts, this Agreement shall take effect after its execution upon the date agreed between the Parties, as evidenced by the date at the start of this Agreement.

**16. Third party rights**

Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Third Party Rights) (Scotland) Act 2017 to enforce any term of this Agreement.

**17. Governing law**

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Scotland and all applicable rules and regulations of the Scottish FA and the Scottish Professional Football League.

**18. Dispute resolution**

- 18.1 Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation shall be referred to and finally resolved by arbitration under Article 99 of the Scottish FA Articles, the terms of which Article are deemed to be incorporated by reference into this Clause.

18.2 To the extent that the Scottish FA has no jurisdiction to hear any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation, each Party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any such dispute or claim.

**In witness whereof** this Agreement, consisting of this and the preceding [6] pages, together with the schedule hereto, has been executed by the Parties as follows:

**Signed** for and on behalf of **[insert name of Parent Club]**

by Director / Authorised Signatory \_\_\_\_\_

at

on

in the presence of:

Witness Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Signed** for and on behalf of **[insert name of Cooperation Club]**

by Director / Authorised Signatory \_\_\_\_\_

at

on

in the presence of:

Witness Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This is the schedule referred to in the foregoing cooperation agreement between [***insert name of parent club***] and [***insert name of cooperation club***]

**Schedule – Additional Terms**

***[insert additional terms, if any, or mark “N/A”]***

**ANNEX 2 – FORM OF COOPERATION LIST**

**Cooperation List** relative to Cooperation Agreement between [*insert name of parent club*] (the “**Parent Club**”) and [*insert name of cooperation club*] (the “**Cooperation Club**”) dated [*insert date*] 20[●] (the “**Cooperation Agreement**”).

Full name of player	Date of birth	Comet ID

We, the Parent Club, hereby confirm that the foregoing is the current Cooperation List relative the Cooperation Agreement.

Signature: \_\_\_\_\_ (Authorised Signatory)

Full Name: \_\_\_\_\_

Date: \_\_\_\_\_