

# STI ON LTD 026

No. 5453

### **CERTIFICATE OF INCORPORATION**

I HEREBY CERTIFY that 'THE SCOTTISH FOOTBALL ASSOCIATION LIMITED' is this day incorporated under the Companies Act, 1862 to 1900, and that this Company is Limited.

Given under my hand at Edinburgh, this Twenty-Ninth day of September, One thousand nine hundred and three.

KENNETH MACKENZIE Registrar of Joint-Stock Companies



# THE SCOTTISH FOOTBALL ASSOCIATION ITS HANDBOOK 2025/2026

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# OFFICIAL RETURNS 2025/2026

### ABERDEEN FC - SPFL - PREMIERSHIP

S	Steven Gunn	G	01224 650400
	Pittodrie Stadium	В	01224 650458
	Pittodrie Street	М	07912 309823
	Aberdeen AB24 5QH	F	01224 644173
		Е	steven.gunn@afc.co.uk
М	Jimmy Thelin	W	www.afc.co.uk

Pittodrie Stadium

01224 650400 **CWPO** Richard Taylor Ε

Richard.taylor@afc.co.uk

Kit Description				
1st Choic	e	2nd Choi	ce	
Jersey	Red	Jersey	Navy	
Shorts	Red	Shorts	Navy	
Socks	Red	Socks	Navy	

### AIRDRIEONIANS FC - SPFL - CHAMPIONSHIP

S	Brian Smith	М	07548 556 878
	Excelsior Stadium	E	bhs@airdrieonians.co.uk
	Craigneuk Avenue		
	Airdrie ML6 8QZ		
М	Aaron Taylor-Sinclair	W	www.airdriefc.com
G	Excelsior Stadium		
CWPO	Derek Rolink	Т	01236 803778
		М	07903 339745 (Derek)
		E	dr@airdrieonians.co.uk

Kit Description				
1st Choice		2nd Choice		
Jersey	White with Red Diamond	Jersey	Red with White diamond	
Shorts	Black	Shorts	Red	
Socks	Black	Socks	Red	

### ALDION DOVEDO EO ... OLEI

ALBIUN	KUNEK9 LC – 2FLF		
S	Colin Woodward The Reigart Stadium 335-421 Main Street Coatbridge ML5 3RB	G E	01236 606334 secretary@albionroversfc.com
M G	Sandy Clark The Reigart Stadium	W	www.albionroversfc.com
CWPO	Amanda Moore	M E	01236 606 334 safeguarding@albionroversfc.com

Kit Description				
1st Choice		2nd Choice		
Jersey	Yellow with red trim	Jersey	Purple w/ neon yellow trim	
Shorts	Red	Shorts	Purple w/ neon yellow trim	
Socks	Yellow	Socks	Purple	

### ALLOA ATULETIC CC \_ QDEL \_ LEACHE 1

- 1	ALLUA AI ML	E I IU TU - SPTL - LEAGUE I		
	S	Carol Edgar	В	01259 722695
		17 Kennet Village	M	07817 139671
		Alloa FK10 4DP	Е	secretary@alloaathletic.co.uk
	M G	Andrew Graham Indodrill Stadium	W	www.alloaathletic.co.uk
(	CWPO	Bill Anderson	E M	bill.anderson1943@talktalk.net 07989814123

Kit Description					
1st Choice		2nd Cho	2nd Choice		
Jersey	Amber w/ Black Hoops	Jersey	White with Navy Blue Detailing		
Shorts	Black with Amber Detailing	Shorts	White with Navy Blue Detailing		
Socks	Black with Amber Detailing	Socks	White with Navy Blue Detailing		

### ANNAN ATHI FTIC FC - SPFI - I FAGIIF 2

AINIANAN	ILLIIUIU OIIL LLAUUL Z		
S	Susan Bryson	G	01461 204108
	11 Morningside Road Annan DG12 6LB	М	07870 282 948
		Е	secretary@annanathleticfc.com
M G	William Gibson Galabank Stadium	W	www.annanathleticfc.com
CWPO	Susan Bryson	M E	07870 282948 susan.bryson@icloud.com

Kit Description				
1st Cho	ice	2nd Cho	ice	
Jersey	Black and Gold	Jersey	Purple	
Shorts	Black	Shorts	White	
Socks	Black	Socks	White	

### ARBROATH FC - SPFL - CHAMPIONSHIP

Dr Gary | Callon G 01241 872157 4 Lochside Cottages B/P/M 07802 747448

Arbroath DD11 2PE Ε secretary@arbroathfc.co.uk

М Colin Hamilton G Gayfield Park

W www.arbroathfc.co.uk

**CWPO** Georgia Carter

М 07946 168 524

Е georgia@arbroathfc.co.uk

Kit Descrip	Kit Description				
1st Choice		2nd Choice			
Jersey	Maroon	Jersey	White		
Shorts	White	Shorts	Maroon		
Socks	Maroon	Socks	White		

### **AUCHINLECK TALBOT FC - WOS**

Henry Dumigan Ρ 01290 421785 16 Main Street М 07929 525494 Ε Henry.dumigan@sky.com

Auchinleck

Ayrshire KA18 2AA

W

М Tommy Sloan Beechwood Park G

В 07714 299673 **CWPO** Campbell Peden

Е Peden13@icloud.com

auchinlecktalbot.com

Kit Description				
1st Choice		2nd Choice		
Jersey	Black and Gold Vertical Stripe	Jersey	Blue	
Shorts	Black	Shorts	Blue	
Socks	Black or Gold	Socks	Blue or White	

### AYR UNITED FC - SPFL - CHAMPIONSHIP

S	Nicholas Provan	Р	01292 263435
	Somerset Park	М	07591594037
	Tryfield Place	E	nick@ayrunited.co.ul

Ayr KA8 9NB

М Scott Brown W www.ayrunitedfc.co.uk

Somerset Park

**CWPO** TBC М TBC В TBC

Ε TBC

Kit Descrip	Kit Description				
1st Choice		2nd Choice			
Jersey	White and Black	Jersey	Black		
Shorts	Black	Shorts	Black		
Socks	Black	Socks	Black		

### BANKS O'DEE FC - SHFL

Paul Bain	M	07959 933 479
1 Bramble Court	Е	secretary@banksodeefc.co.uk

Aberdeen AB12 4UI

М Paul Lawson W www.pitchero.com/clubs/ G

banksodeefootballclub Spain Park

**CWPO** Jennifer Winton М 07765 162227

> Ε wellbeing@banksodeefc.co.uk

Kit Description				
1st Choice		2nd Choice		
Jersey	Navy-Sky Hoops	Jersey	White	
Shorts	White	Shorts	White	
Socks	Sky Blue	Socks	White	

### BENBURB FC - WOS

Ian Gray Ρ 07884 364 702 7 Foinaven Drive G 07884 364 702 Regents Park Ε ipjs@sky.com

Glasgow G46 8JA

М Davie Winters W www.benburbfootballclub.com

G New Tinto Park

**CWPO** Greg Hyslop М 07361227856

> Ε greghyslop@ymail.com

Kit Description			
1st Choice		2nd Choice	
Jersey	Blue	Jersey	Yellow
Shorts	White	Shorts	Black
Socks	Blue	Socks	Yellow

### BERWICK RANGERS FC - SLFL

Dennis John McCleary B/G 01289 385760 Shielfield Park 07713 101372 М Tweedmouth Ρ 01289 307623

> Berwick-upon-Tweed TD15 2EF Е club@berwickrangers.com

Kevin Haynes W www.berwickrangers.com

G Shielfield Park

М

**CWPO** Ross Richardson М 07423 655 434

> Ε Rossrichardson1982@gmail.com

Kit Description				
1st Choice	1st Choice		2nd Choice	
Jersey	Black and Gold Vertical Stripes, Black Sleeve, Gold Rear Panel	Jersey	White w/ Yellow Sleeves	
Shorts	Black w/ Gold Trim	Shorts	Dark Grey	
Socks	Black w/ Gold Trim	Socks	White w/ yellow Tops	

G

### BLACKBURN UNITED FC - EOS

Alan Harris G 01506 654436 P/M 07786 960715 92 Rigghouse View

Whitburn Ε pgmeechan@yahoo.co.uk

West Lothian, EH47 0SE

М Andrew Meechan W www.blackburnunited.com

G New Murrayfield Park

(Purdie Worldwide Community Stadium)

**CWPO** Trevor Longhurst М 07930 843807 Е

Mud70@hotmail.com

chrisveitchbufc@gmail.com

Kit Description				
1st Choice		2nd Choice		
Jersey	Black with White Trim	Jersey	Yellow with Black Trim	
Shorts	Black with White Trim	Shorts	All Yellow	
Socks	White with Black Trim or Black with White Trim	Socks	Yellow with Black Trim	

Ε

### **BO'NESS UNITED FC - SLFL**

Chris Veitch М 07545 347557

> Newtown Park Jamieson Avenue

Bo'ness EH51 0JX

М Stuart Hunter W www.bonessunitedfc.co.uk G Newtown Park

**CWPO** Ross McMinn Ε Rossmcminn83@gmail.com

Kit Description				
1st Choice		2nd Choice		
Jersey	Blue	Jersey	Black	
Shorts	Blue	Shorts	Black	
Socks	Blue	Socks	White	

### **BO'NESS ATHLETIC FC - EOS**

TBC М TBC Ε TBC

М TBC W TBC

G Newtown Park

TBC **CWPO** TBC Ε

Kit Description			
1st Choice		2nd Choice	
Jersey	TBC	Jersey	TBC
Shorts	TBC	Shorts	TBC
Socks	TBC	Socks	TBC

### BONNYRIGG ROSE ATHLETIC FC - SLFL

Michelle Reid М 07739 157 919

New Dundas Park Ε Michelle.reid@iom-world.org

W

PΕ

Bonnyrigg EH19 3AE G 0131 663 7702

М Jonathan Stewart G New Dundas Park

**CWPO** Louise Barnet М 07944 797 647

contact@bonnyriggrose.org.uk

www.bonnyriggrosefc.co.uk

Kit Description				
1st Choice		2nd Choice		
Jersey	Red & White Hoops	Jersey	Yellow	
Shorts	Red	Shorts	Black	
Socks	Red	Socks	Yellow	

### BONNYTON THISTLE FC - WOS

Katie Higgins В 07450 937 099

> 11 Caledonia Court Е katie\_th@hotmail.co.uk

Kilmarnock KA1 2QB

Gordon Pope W www.bonnytonthistlefc.com

Warwickhill Road G

**CWPO** Katie Higgins В 07450 937 099

> Ε firstteamsecretary@nonnytonthistle.co.uk

Kit Description			
1st Choice		2nd Choice	
Jersey	Red / Black Vertical Stripes	Jersey	Blue / White Vertical Stripes
Shorts	Black	Shorts	Blue
Socks	Black	Socks	Blue

### BRECHIN CITY FC - SHFL

Gary Robertson G 01356 623344 Brechin City FC Ρ 01356 623333

> Glebe Park Ε brechincityfc@highlandleague.com

Brechin DD9 6BJ

W М Raymond McKinnon www.brechincity.com

G Glebe Park

**CWPO** Harry Barnett М 07511 752910

> Ε harry-barnett@hotmail.co.uk

Kit Description				
1st Choice		2nd Choice		
Jersey	Red	Jersey	White w/ Black & Red Trim	
Shorts	White	Shorts	Black	
Socks	Red	Socks	Black	

BRORA RANGERS FC - SHFL

Kevin MackayM07721 94093810 Academy StreetEbrorarangersfc@highlandleague.com

Brora Sutherland KW9 6QP

M Michael Mackenzie W www.brorarangers.football G Dudgeon Park

CWPO Mary Stewart M 07872 176676

E marym1873@yahoo.co.uk

Kit Description				
1st Choice		2nd Choice		
Jersey	Red	Jersey	White	
Shorts	Red	Shorts	Black	
Socks	Red	Socks	Black	

BROXBURN ATHLETIC FC - SLFL

S James Provan M 07753 708841
24 Hillview Avenue P 01506 854389
Broxburn EH52 5SB G 01506 858057
E jamesprovan@hotmail.com

M Derek McWilliams W www.broxburnathleticfootballclub.co.uk
G Albyn Park

CWPO James Provan SEE ABOVE

Kit Description				
1st Choice		2nd Choice		
Jersey	Red Body with White Sleeves	Jersey	Gold and Black	
Shorts	White	Shorts	Black	
Socks	Red and White	Socks	Gold and Black	

BUCKIE THISTLE FC - SHFL

Stephen Shand G 01542 831946 77 Myrus Circle М 07976 762 367 Р Macduff 01261 833563 Aberdeenshire Е Stephen.shand@buckiethistlefc.co.uk AB44 1P7 Lewis MacKinnon W www.buckiethistlefc.co.uk М G Victoria Park

CWPO Stephen Shand M 07976 762 367
E Stephen.shand@buckiethistlefc.co.uk

Kit Description				
1st Choice		2nd Choice		
Jersey	Green and White Hoops	Jersey	Yellow with Blue Trim	
Shorts	White	Shorts	Yellow	
Socks	White	Socks	Yellow	

BURNTISLAND SHIPYARD AMATEUR FC - EOS

Andrew Beveridge M 07856 728634 4 Kirkcaldy Road P 01592 345013

Burntisland E abeveridge.shipyard@sky.com

Fife KY3 9HQ

 ${\sf M} \qquad \qquad {\sf Lee\ Richardson} \qquad \qquad {\sf W} \qquad \qquad {\sf www.burntislandshipyard.co.uk}$ 

G Recreation Park

CWPO Andrew Beveridge SEE ABOVE

Kit Description				
1st Choice		2nd Choic	2nd Choice	
Jersey	White with Black Trim	Jersey	Black with White Trim	
Shorts	Black with White Trim	Shorts	White with Black Trim	
Socks	Black with White Trim	Socks	White with Black Trim	

CALEDONIAN BRAVES FC - SLFL

S Stephen Corbett M 07843 785 312

25 Mellor Place E Stephencorbet95@gmail.com
Motherwell

ML1 3GJ

M Ricky Waddell W www.caledonianbrayes.com

G Alliance Park

CWPO John Burns P 07545899234

E john@caledonianbraves.com

Kit Description				
1st Choice		2nd Choice		
Jersey	Navy	Jersey	White	
Shorts	Navy	Shorts	White	
Socks	Navy	Socks	Pink	

CAMELON JUNIORS FC - EOS

S Tony Smith B/M 07739 984264

31 Douglas Ave E info@camelonjuniors.co.uk

Falkirk FK2 8GF

M Thomas Scobbie W www.camelonjuniors.co.uk

G Moore Equipment Hire Stadium

CWPO Elise Sim M 07790 011259

E Elise.sim@hotmail.com

Kit Description				
1st Choice		2nd Choice		
Jersey	Red	Jersey	Blue	
Shorts	Red	Shorts	Blue	
Socks	Red	Socks	Blue	

chris@hes-electrical.com

### CARLUKE ROVERS FC - WOS

S Steven Kane G 01555 751384
95 Brownlee Road M 07968 802942
Law Village E stevenkane020@gmail.com
Carluke, ML8 5JD

M Thomas Devine W www.carlukerovers.co.uk
G John Cumming Stadium

g joint cultilling stadiant

CWPO Mary Cumming M 07966 968 606

E Marycumming2@gmail.com

Kit Description				
1st Choice		2nd Choice		
Jersey	Royal Blue w/ White Stripes	Jersey	Tangerine	
Shorts	Royal Blue	Shorts	Black	
Socks	Royal Blue	Socks	Tangerine	

### CELTIC FC - SPFL - PREMIERSHIP

S	Joanne McNairn Celtic Park Glasgow G40 3RE	G B E	0871 226 1888 0141 551 4298 jmcnairn@celticfc.co.uk
M G	Brendan Rodgers Celtic Park	W	www.celticfc.net
CWPO	Tom Dickson	B E	0141 551 4250 tdickson@celticfc.co.uk

Kit Description				
1st Choice		2nd Choice		
Jersey	Dark Green/White	Jersey	Black/Solar Green	
Shorts	White/Dark Green	Shorts	Black/Solar Green	
Socks	White/Dark Green	Socks	Black/Solar Green	

### CIVIL SERVICE STROLLERS FC - SLFL

S	Andrew Nisbet 19 Silverknowes Hill Edinburgh EH4 5HE	M PE P	07901 610 667 Andrew.319nisbet@btinternet.com 0131 336 2170
M G	Gary Jardine Christie Gillies Park	W	www.csstrollers.com
CWPO	Russell Pryde	M E	07554 968628 jrpryde@outlook.com

Kit Description				
1st Choice		2nd Choice		
Jersey	Navy	Jersey	Red	
Shorts	Navy	Shorts	Red	
Socks	Navy	Socks	Red	

CLACHNACUDDIN FC (1990) LTD - SHFL

Dougie Noble В 07707 599 966 21 Leachkin Avenue М As Above Inverness IV3 8LH Ε clachnacuddinfc@highlandleague.com М Conor Gethins W www.clachfc.com G **Grant Street Park CWPO** Chris Stewart М 07595 642 674

 Kit Description

 1st Choice
 2nd Choice

 Jersey
 White

 Shorts
 Slack

 Socks
 White

 Socks
 Yellow

### CLYDE FC - SPFL - LEAGUE 2

S	John Taylor New Douglas Park Hamilton ML3 0FT	M E	07803 627610 John.taylor@clydefc.co.uk
M G	Darren Young New Douglas Park	W	www.clydefc.co.uk
CWPO	Graeme Kelly	M E	07787 573691 Graeme.kelly@clydefc.co.uk

Kit Description				
1st Choice		2nd Choice		
Jersey	White	Jersey	Red/Black	
Shorts	Black	Shorts	White	
Socks	Red	Socks	Black	

### CLYDEBANK FC - SLFL

OLIDEDAN	IIVIO OLIL		
S	Stuart Kelly	М	07762 892415
	2/2 15 Partickhill Road	E	Stuart.kelly@strath.ac.uk
	Glasgow G11 5BL		Stukelly21@hotmail.co.uk
М	Gordon Moffat	W	www.clydebankfc.co.uk
G	Holm Park		
Α	19 Queen Elizabeth Court		
	G81 3BU		
CWPO	Stuart Kelly	М	SEE ABOVE
		E	SEE ABOVE

Kit Descri	Kit Description			
1st Choic	1st Choice		2nd Choice	
Jersey	White	Jersey	Black	
Shorts	White	Shorts	Black	
Socks	White	Socks	Black	

### COLDSTREAM FC - EOS

Gareth Watson G 01890 883085 35 Market Square М 07900 001 807 Coldstream, TD12 4BH Е secretary@coldstreamfc.co.uk М David Brown W www.coldstreamfc.co.uk G Home Park The Jim Patterson Pavillion CWPO

WPO Harvey Carmichael M 07554 423 646
E hrcarmichael@hotmail.com

Kit Description				
1st Choice		2nd Choice		
Jersey	Royal Blue	Jersey	Red	
Shorts	Royal Blue	Shorts	Red	
Socks	Royal Blue	Socks	Red	

### COVE RANGERS FC - SPFL - LEAGUE 1

S	Alan Booth Balmoral Stadium Wellington Circle, Altens	B M	01224 392111 07881 787 265
	Aberdeen AB12 3JG	E PE	abooth@coverangersfc.com Boothy100@btopenworld.com
M G	Paul Hartley Balmoral Stadium	W	www.coverangersfc.com
CWPO	Kate Dean	P M E PE	01224 894866 07850 144076 kdean@coverangersfc.com katdn7@aol.com

Kit Descrip	Kit Description				
1st Choice		2nd Choice			
Jersey	Blue	Jersey	Black		
Shorts	Blue	Shorts	Black		
Socks	Blue	Socks	Black		

### COWDENBEATH FC - SLFL

S	David Allan 41 Garvock Hill Dunfermline Fife KY12 7UR	G M E PE	01383 610166 07885 606 759 office@cowdenbeathfc.com daalllan6754@aol.com
M G	Paul McLean Central Park	W	www.cowdenbeathfc.com
CWPO	Margaret Steven	B P M E PE	01383 610166 01383 515468 07495 673174 childprocfc@gmail.com mwsteven1@gmail.com

Kit Description			
1st Choice		2nd Choice	
Jersey	Blue	Jersey	Yellow
Shorts	White	Shorts	Blue
Socks	Red	Socks	Blue

### CREETOWN - SOS

S	Ben Herries 7 The Hollow Creetown DG8 7HZ	P E	07399489916 Ben.barholm@gmail.com
M G	Kenneth Faulds Castle Cary Park	W	creetownfc.co.uk

### CWPO

Kit Description				
1st Choice		2nd Choice		
Jersey	Yellow/White	Jersey	Navy Blue	
Shorts	Black	Shorts	Navy Blue	
Socks	Yellow	Socks	Yellow	

### CUMBERNAULD COLTS FC - SLFL

Stewart McKenzie G 01236 341952 М 07798 646110 8 Lime Crescent Cumbernauld G67 3PQ Ε

Stewart.mckenzie@cumbernauld-colts.com PΕ

smckenzie62@yahoo.co.uk

М John Doyle W www.cumbernauld-colts.com/ G **Broadwood Stadium** www.cumbernauldcoltsfc.com

**CWPO** Ryan Gorman В 0141 775 0433 М 07593 260 398

Е Ryan.gorman@cumbernauld-colts.com

Kit Descrip	Kit Description				
1st Choice		2nd Choice			
Jersey	Yellow	Jersey	Black/Blue		
Shorts	Royal Blue	Shorts	Black		
Socks	Yellow	Socks	Blue		

### **CUMNOCK JUNIORS FC - WOS**

S Jamie Campbell М 07545 882291 43 Menzies Avenue Ε jamiencat@yahoo.com

Cumnock KA18 3DE

М Stephen Swift W www.cumnockjuniors.com

G Townhead Park

**CWPO** Derek King Ρ 07736879513

Ε derek-cjce14@outlook.com

Kit Description				
1st Choice		2nd Choic	2nd Choice	
Jersey	Black and White Striped	Jersey	Blue	
Shorts	Black	Shorts	Blue	
Socks	Black	Socks	Blue	

### DALBEATTIE STAR FC - SOS

S	Robert Geddes	В	01556 610563
	Rickerby View	М	07860 549444
	Mill Street	G	01556 611151
	Dalbeattie DG5 4HE	Е	bob.solwaypressservices@gmail.com

М David Taylor W www.dalbeattiestar.co.uk

G Islecroft Stadium

**CWPO** Jenna Whalen М 07738 983 803

Kit Description			
1st Choice		2nd Choice	
Jersey	Red and Black Vertical Stripes	Jersey	Blue and White
Shorts	Black	Shorts	Blue
Socks	Red and Black Vertical Stripes	Socks	Blue and White

### DALKEITH THISTLE FC - EOS

Duncan Purdie М 07919170821 49 Echline Grove Ε Duncan.purdie@royallondon.com

South Queensferry EH30 9RU PΕ Dunx1892@gmail.com

Jock Landells W www.dalkeiththistle.com М G Kings Park

**CWPO** Sharon Hosie М 07944716662 Ε S.hosie@outlook.com

Kit Description			
1st Choice	e	2nd Choic	e
Jersey	Black	Jersey	White
Shorts	Black	Shorts	White
Socks	Black	Socks	White

### DARVEL FC - WOS

Jim King М 07944 553432

Recreation Park Ε darvelfc-secretary@outlook.com

Darvel KA7 0HS

М Michael Oliver W Darvelfc.co.uk

G Recreation Park

**CWPO** Pamela Hanmer М 07858 650 152

> Ε darvelfc-cwpo@outlook.com

Kit Descrip	Kit Description			
1st Choice		2nd Choice		
Jersey	Blue	Jersey	Black	
Shorts	Blue	Shorts	Black	
Socks	Blue	Socks	Black	

### DEVERONVALE FC - SHFL

DETERMINE	INEE IO OIII E		
S	Lauren Gibb 7 Eden Court Ladysbridge AB45 2RZ	G M E	01261 818303 (not manned) 07798 626 354 deveronvalefc@highlandleague.com
M G	Garry Wood Princess Royal Park	W	www.deveronvale.co.uk
CWPO	Amanda Allan	P E	07854 813 990 amanda_allan10@yahoo.co.uk

Kit Descrip	Kit Description				
1st Choice		2nd Choice			
Jersey	Red with White Trims	Jersey	Light Grey with White Trims		
Shorts	White with Black Trims	Shorts	Black with White Trims		
Socks	Red with White Trims	Socks	Black with White Trims		

### DUMBARTON FC - SPFL - LEAGUE 2

S	Jade McLachlan Dumbarton FC Castle Road Dumbarton G82 1JJ	B M E	01389 762569 07810 282166 jade@dumbartonfc.co.uk
M G	Stevie Farrell Dumbarton FC	W	www.dumbartonfootballclub.com
CWPO	Gordon Scanlan	P E	01389 762 569 frontdesk@dumbartonfc.co.uk

Kit Description			
1st Choice	2nd Choice		
Jersey TBC	Jersey TBC		
Shorts TBC	Shorts TBC		
Socks TBC	Socks TBC		

### **DUNBAR UNITED FC - EOS**

S	Robin Stewart 36 Sinton Park Dunbar EH42 1ZP	M E	07891 982 114 Robin.stewart@dunbarunitedfc.com
M G	Christopher King New Countess Park	W	www.dunbarunitedfc.com
CWPO	John Johnstone	M E	07921 994013 cwpo@dunbarunitedfc.com

Kit Description			
1st Choice		2nd Choice	
Jersey	Black and White Vertical Stripes	Jersey	Turquoise
Shorts	Black	Shorts	Navy
Socks	Black and White Stripes	Socks	Turquoise

# **DUNDEE FC - SPFL - PREMIERSHIP**S Eric Drysdale

S	Eric Drysdale	G/B	01382 889966
	Dens Park Stadium	М	07974 114 952
	Sandeman Street	E	eric@dundeefc.co.uk
	Dundee DD3 7JY	PE	Eric.drysdale@icloud.com

 $\begin{array}{lll} M & & Steven \, Pressley & W & www.dundeefc.co.uk \\ G & & Kilmac \, Stadium \end{array}$ 

CWPO Christine Curtis M 07403 637 515

E Christine.curtis@dundeefc.co.uk

Kit Description				
1st Choice		2nd Choic	2nd Choice	
Jersey	Dark Blue	Jersey	White	
Shorts	White	Shorts	White	
Socks	White with Dark Blue trimmings	Socks	White w/Dark Navy Cuff	

### DUNDEE UNITED FC - SPFL - PREMIERSHIP

S	Billy Morris Tannadice Park Tannadice Street Dundee DD3 7JW	B M E	01382 833166 07383 814 160 Billy.morris@dundeeunitedfc.co.uk
M G	James Goodwin Tannadice Park	W	www.dundeeunitedfc.co.uk
CWPO	Niall Nicolson	В М Е	01382 833166 07843 604 976 Niall.nicolson@dundeeunitedfc.co.uk

Kit Description				
1st Choice		2nd Choice		
Jersey	Tangerine/Black	Jersey	Ecru	
Shorts	Black	Shorts	Ecru	
Socks	Tangerine	Socks	Ecru	

### DUNDONALD BLUEBELL FC - EOS

DUNDUNALL	DEOUDELL LO EOS			
S	Robert Dick	Р	07983 353 458	
	28 John Knox Gardens Glenrothes Fife KY2 6FJ	E	Dundonaldbluebell1938@gmail.com	
M G	Jason Dair Moorside Park, Dundonald Park	W	www.dundonaldbluebellfc.co.uk	
CWPO	Gemma Eskar	P E	07753 186 056 Gafc.cpo@gmail.com	

Kit Descrip	Kit Description				
1st Choice		2nd Choice			
Jersey	Blue	Jersey	Orange		
Shorts	Blue	Shorts	Black		
Socks	Blue	Socks	Black		

### DUNFERMLINE ATHLETIC FC - SPFL - CHAMPIONSHIP

S	Shirley Stubbs KDM Group East End Park Halbeath Road Dunfermline KY12 7RB	B/G M E	01383 724295 07834 632312 Shirley@dafc.co.uk
M G	Neil Lennon KDM Group East End Park	W	www.dafc.co.uk
CWPO	Andrew Main	B M E	01383 724295 07809 176 509 andrew@dafc.co.uk

Kit Description				
1st Choice		2nd Choice		
Jersey	White w/Black Pinstripes	Jersey	Red	
Shorts	Black	Shorts	Red	
Socks	Black	Socks	Red	

### DUNIPACE FC - EOS

S	Stephen Tait 14 Meadow Court Denny FK6 6JU	B E	07403 228220 Stephentait31@aol.com
M G	Daniel Smith Westfield Park	W	www.dunipacefootballclub.com
CWPO	Sharon Tait	B E	07886 641034 Stephentait31@aol.com

Kit Description					
1st Choice		2nd Choice			
Jersey	Black with White Stripes and Red Trim	Jersey	Yellow with Blue Shoulder Flashes and Trim		
Shorts	Black	Shorts	Light blue		
Socks	Black	Socks	Yellow		

### EAST FIFE FC - SPFL - LEAGUE 1

S	Liam Anderson MGM Timber Bayview Stadium	М	07707 949 204
	Harbour View Methil Fife KY8 3RW	G E	01333 426323 office@eastfifefc.info
M G	Richard Campbell MGM Timber Bayview Stadium	W	www.eastfifefc.info
CWPO	Robert Cargill	M E	07776 121814 office@eastfifefc.info

Kit Description				
1st Choice		2nd Choice		
Jersey	Black & Gold Veritical Stripes	Jersey	White w/Black and Gold Faded Design	
Shorts	Black	Shorts	White	
Socks	Black	Socks	White	

### EAST KILBRIDE FC - SPFL LEAGUE 2

S	Dave McKenna 27 Glen Feshie	M G	07800 948 932 01355 279 204
	East Kilbride	F	01355 249 253
	G74 2BQ	E	davemckenna@hotmail.co.uk Eastkilbride2@slfl.co.uk
M G	Simon Ferry K-Park Training Academy	W	www.eastkilbridefootballclub.co.uk
CWPO	Dave McKenna	M PE	07800 948932 davemckenna@hotmail.co.uk

Kit Description				
1st Choice		2nd Choice		
Jersey	Half Navy/Gold	Jersey	Gray	
Shorts	Navy	Shorts	Gray	
Socks	Navy	Socks	Gray	

### EAST STIRLINGSHIRE - SLFL

Andy Williamson

31 Roxburgh Place Stenhousemuir

07985 197766 eaststirlingshire@slfl.co.uk

Falkirk FK5 4UE

М Patrick Scullion G

**CWPO** 

Ochilview

www.eaststirlingshirefc.co.uk

Alan Schofield 07919 440 789 М

eaststirlingshire@slf.co.uk

Kit Description				
1st Choice		2nd Choice		
Jersey	Black w/Small White Hoop	Jersey	Sky Blue w/ Small White Hoop	
Shorts	Black	Shorts	Sky Blue	
Socks	Black	Socks	Sky Blue	

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### EASTHOUSES LILY MINERS WELFARE FC - EOS

David McQueenie М 07768650992

41 Burn Grange Park Newtongrange

davidmcqueenie@yahoo.co.uk

Midlothian EH22 4FR

М David McQueenie www.pitchero.com/club/easthouseslilymwfc2

G Newbattle Complex

**CWPO** Kymberly McQueenie 07394164088

Kymmc2107@icloud.com

Kit Description				
1st Choice		2nd Choice		
Jersey	Red	Jersey	Light Blue	
Shorts	Red	Shorts	Light Blue	
Socks	Red	Socks	Light Blue	

### EDINBURGH CITY FC - SPFL - LEAGUE 2

S Colin Campbell 07401 706 829

> 11 Daffodil Way colin@edinburghcityfc.com

Edinburgh EH53 0FJ

М Michael McIndoe W www.edinburghcityfc.com

G Meadowbank Stadium

07730 403 570 **CWPO** Adrian Devlin

adrian@edinburghcityfc.com

Kit Description			
1st Choice		2nd Choice	
Jersey	White	Jersey	Yellow
Shorts	Black	Shorts	Black
Socks	White	Socks	Yellow

### EDINBURGH UNIVERSITY ASSOCIATION F.C - EOS

S	Dr Andrew Waddell	В	0131 450 7017
	1 Mortonhall Park Avenue	G	07754 871878
	Edinburgh	M/P	07887 791505
	EH17 8BP	E	andrew.waddell@towermains.com

W

М TBC G The University of Edinburgh

Sports Union

**CWPO** Stewart MacKinnon М 07710 769550 Ε football@ed.ac.uk

> PΕ smackinnon11@hotmail.co.uk

www.euafc.com

Kit Description				
1st Choice		2nd Choice		
Jersey	Red	Jersey	Dark Green	
Shorts	Navy	Shorts	Navy	
Socks	White	Socks	Navy	

### ELGIN CITY FC - SPFL - LEAGUE 2

S	Martin Johnston Borough Briggs Borough Briggs Road Elgin IV30 1AP	B/G E	01343 551114 General.manager@elgincityfc.co.uk
M G	Allan Hale Borough Briggs	W	www.elgincity.net
CWPO	Wendy Laing	B M E	01343 551114 07789 191 067 cpo@elgincityfc.co.uk

Kit Description			
1st Choice		2nd Choice	
Jersey	Black & White Vertical Stripes	Jersey	Red and Black Vertical Stripes
Shorts	Black	Shorts	Black w/Red Flashings
Socks	Black and White Hoops	Socks	Red and Black Hoops

### FALKIRK FC - SPFL - PREMIERSHIP

IALIMINI	OI I E I II EIII EII OIIII		
S	Tom Angus	B/G	01324 624121
	The Falkirk Stadium	Р	0131 446 9822
	6 Stadium Way	E	Tom.angus@falkirkfc.co.uk
	Falkirk FK2 9EE		
M G	John McGlynn The Falkirk Stadium	W	www.falkirkfc.co.uk
CWPO	Alan Dick	M E PE	07795 958592 safeguarding@falkirkfc.co.uk alan@alan-dick.co.uk

Kit Description				
1st Choice		2nd Choice		
Jersey	Blue	Jersey	White	
Shorts	White	Shorts	Blue	
Socks	Red	Socks	Blue	

### FORFAR ATHLETIC FC - SPFL - LEAGUE 2

S	Alan Shepherd	G	01307 463576
	53 Auchmill Terrace	Р	01224 684788
	Bucksburn	M	07803208502
	Aberdeen AB21 9LF	E	Alan.shepherd@forfarathletic.co.uk
		PE	Alanshepherd27@gmail.com
M G	James Weir Station Park	W	www.forfarathletic.co.uk
CWPO	Ian Goodfellow	P M E	01250 873035 07445 623446 langood6@aol.com

Kit Description				
1st Choice		2nd Choice		
Jersey	Sky Blue	Jersey	Red/Black	
Shorts	White	Shorts	Black/Red Trim	
Socks	Sky Blue	Socks	Black/Red Trim	

### FORMARTINE UNITED FC - SHFL

S	lan Rennie Sillerdene Methlick Aberdeen AB41 7EP	G M E PE	01651 843266 (match days only) 07738 468 267 (first point of contact) formartineunitedfc@highlandleague.com lrennie1105@yahoo.com
M G	Stuart Anderson North Lodge Park	W	www.formartineunitedfc.co.uk
CWPO	Maureen Rennie	P M E PE	01358 721064 07814 661236 CWPO@formartineunitedfc.co.uk maureen_sandy@hotmail.com

Kit Description				
1st Choice		2nd Choice		
Jersey	Red & White Vertical Stripes	Jersey	Black	
Shorts	Red	Shorts	Black	
Socks	Red	Socks	Black	

### FORRES MECHANICS FC - SHFL

I OILLIEO IIIE	Oll/Milliod I O Olli E		
S	Michael Anthony (Tony) Broadhurst	G	01309 675 096
	5 Moy House Court	Р	01309 679 758
	Forres	М	07810 031 554
	Moray IV36 2NZ	E	forresmechanicsfc@highlandleague.com
		PE	tbroadhurst274@btinternet.com
M G	Steven MacDonald Mosset Park	W	www.forresmechanicsfc.net
CWPO	Anthony Tony McCullie	M P	07771 534 408 tmc9214@yahoo.co.uk

Kit Description				
1st Choice		2nd Choice		
Jersey	Chocolate and Gold Hoops with White Trim	Jersey	White with chocolate and gold trim on the shoulders and sleeves	
Shorts	Gold with Chocolate and White Trim	Shorts	White with Chocolate and Gold Trim	
Socks	Gold with chocolate hoops at the top and a chocolate & white hoop mid-sock	Socks	Plain White	

### FRASERBURGH FC - SHFL

Etalan Akkal a ana Malala	_	
Finlay McLean Noble 18 Bawdley Head Fraserburgh AB43 9SE	G B M P E	01346 518444 01779 482372 07852 178634 01346 507014 Finlay.noble@fraserburghfc.co.uk
Mark Cowie Bellslea Park	W	www.fraserburghfc.scot
Elizabeth Dunbar	B P M E	01346 515451 01346 513196 07831 656533 Elizabeth.dunbar@fraserburghfc.co.uk
	18 Bawdley Head Fraserburgh AB43 9SE Mark Cowie Bellslea Park	18 Bawdley Head B Fraserburgh AB43 9SE M P E  Mark Cowie Bellslea Park  Elizabeth Dunbar B P M

Kit Description					
1st Choice		2nd Choice			
Jersey	Black and White Stripes (White Back)	Jersey	Lilac		
Shorts	Black	Shorts	Grey		
Socks	Black	Socks	Grey		

### GALA FAIRYDEAN ROVERS FC - SLFL

S	Robert Fairburn	В	01896 750670
	Hawthornden	G	01896 753554
	Abbotsview Drive	М	07767 645354
	Galashiels TD1 3SL	Е	borderspress@btinternet.com
M G	Martin Scott The 3G Arena	W	www.gfrfc.co.uk
CWPO	Sheree Davison	Р	01750 21995
		М	07984 984572
		F	Sheree davison@sky.com

Kit Description				
1st Choice		2nd Choice		
Jersey	Red	Jersey	White	
Shorts	White	Shorts	Black	
Socks	Black	Socks	White	

### GIRVAN JFC – WOS

S	Andrew Sinclair	M	07552837781
	3A Aisla Street East	E	clubsecretary@girvanfc.co.uk
	Girvan	PE	Andrewsinclair55@hotmail.com
	KA26 9DF		
М	Andy Rodgers	W	www.girvanfc.co.uk
G	Hamilton Park		
CIAIDO	A		07040 724 426
CWPO	Anne McCulloch	М	07949 734 136
		E	treasurer@girvanfc.co.uk

Kit Description				
1st Choice		2nd Choice		
Jersey	Blue w/Black Stripes on front	Jersey	Yellow	
Shorts	Black	Shorts	Blue	
Socks	Black	Socks	Blue	

### GLASGOW UNIVERSITY FC - WOS

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S	Donald Fergusson 9 Botanic Crescent Glasgow G20 8QQ	G M B E	01236 622000 07789 545439 0141 946 5418 donniefergusson@aol.com
M G	James MacAulay 9 Botanic Crescent	W	glasgowunifc@wordpress.com
CWPO	Robbie Stirling	P E	07824 904415 Robbiels98@live.co.uk

Kit Description				
1st Choice	1st Choice		2nd Choice	
Jersey	Gold	Jersey	White	
Shorts	Black	Shorts	Black	
Socks	Gold	Socks	White	

### GLENAFTON ATHLETIC - WOS

GEENTH 10	IT AT ILLE TO THOU		
S	Steven Kerr	Р	07467606368
	Loch Park	E	steven.kerr.100@gmail.com
	115 Castle		
	New Cumnock		
	KA18 4AE		
M	Paul Paton	W	www.glenaftonfc.com
G	Loch Park		
CWPO	Ian Young	Р	07761 600 041
		E	ianyounglowes@yahoo.co.uk

Kit Description				
1st Choice		2nd Choice		
Jersey	Red	Jersey	Blue	
Shorts	Red	Shorts	Blue	
Socks	Red	Socks	Blue	

### **GOLSPIE SUTHERLAND FC - NCFL**

 James Urquhart
 B
 01408 633491

 14 Millicent Avenue
 M
 07774 913946

Golspie KW10 6TW E email@jamesurguhart.co.uk

M Adam Sutherland G King George V Park

CWPO Tracey Campbell P 01408 633538

M 07795 691 155

E traceycampbell3@msn.com

Kit Descri	Kit Description					
1st Choice		2nd Choice				
Jersey	Royal blue	Jersey	White			
Shorts	Royal blue	Shorts	Blue			
Socks	Royal blue	Socks	White			

### GREENOCK MORTON FC - SPFL - CHAMPIONSHIP

S Alistair Joyce B/G 01475 723571 Cappielow Park M 07852 880795

Sinclair Street E Alistair.joyce@gmfc.net
Greenock PA15 2TU PE a.joyce738@googlemail.com

M Dougie Imrie W www.gmfc.net
G Cappielow Park

G Cappielow Park

CWPO Charlie Webster M 07981 920167

E Charlie.webster@gmfc.net

Kit Description					
1st Choice		2nd Choice			
Jersey	Blue & White Hoops	Jersey	Red/Black		
Shorts	Blue	Shorts	Red		
Socks	Blue	Socks	Red/Black		

### GRETNA FC 2008 - SLFL

S Iain Martin M 07973 105 818

The Hill Cottage E lainmartin67@gmail.com

Carlisle CA6 4DU

M Vincent Parker W www.gretnafc2008.co.uk
G Raydale Park

CWPO Joanne Aitken M 07757 078 277

E Gw09aitkenjoanne@ea.dumgal.sch.uk

Kit Descri	Kit Description				
1st Choice		2nd Choice			
Jersey	Black & White Hoops	Jersey	Red		
Shorts	Black	Shorts	Red		
Socks	Black	Socks	Red		

### HADDINGTON ATHLETIC FC - EOS

Thomas Thornton M 07878 333 586 14/3 Redhall Place

Edinburgh G/F 01620 826547

EH41 2DL E Thomas.thornton@royallondon.com
PE T\_thornton\_2006@yahoo.co.uk

M Scott Bonar W www.haddingtonathletic.co.uk

G Millfield Park

CWPO Jamie Martin P 01368 459025 M 07852 954 254

E Jamie.martin77@sky.com

Kit Description					
1st Choice		2nd Choic	2nd Choice		
Jersey	Maroon with Sky Blue Trim	Jersey	Sky Blue		
Shorts	Maroon with Sky Blue Trim	Shorts	State Grey		
Socks	Maroon with Sky Blue Trim	Socks	Sky Blue		

### HAMILTON ACADEMICAL FC - SPFL - LEAGUE 1

 S
 Jennifer Coyle
 G
 01698 368650

 Broadwood Stadium
 B/M
 07860 690795

 Cumbernauld
 E
 jen@acciesfc.co.uk

G68 9NE

M John Rankin W www.hamiltonacciesfc.co.uk

G Broadwood Stadium

CWPO William McKenzie E childwellbeing@acclesfc.co.uk

Kit Description					
1st Choic	e	2nd Choic	2nd Choice		
Jersey	Red and White Hoops	Jersey	White w/Green & Blue Hoops		
Shorts	White	Shorts	Green		
Socks	White	Socks	Blue		

### HAWICK ROYAL ALBERT FC - EOS

 Douglas Purves
 G
 01450 590789

 Albert Park
 M
 07862 295028

 Lower Mansfield Road
 P
 01450 590667

Hawick TD9 8AW E Douglas.purves1@gmail.com

PE Dpurves4@aol.com

M Kenny Atchison W www.hawickroyalalbertunited.co.uk

G Albert Park

CWPO Sophie Read E Sophieleigh1@icloud.com

Kit Description				
1st Choice		2nd Choice		
Jersey	Blue	Jersey	Red	
Shorts	Blue	Shorts	Red	
Socks	Blue	Socks	Red	

Childrenswellbeing@huntlyfc.co.uk

### HEART OF MIDLOTHIAN FC - SPFL - PREMIERSHIP

 Brian Mann
 B/M
 07879232021

 Tynecastle Park
 G
 0333 043 1874

 Gorgie Road
 F
 0131 200 7222

Edinburgh EH11 2NL E brianmann@homplc.co.uk

M Derek McInnes W www.heartsfc.co.uk
G Tynecastle Park

CWPO Desmond Coyne M 07525 591733

E desmondcoyne@homplc.co.uk

Kit Descrip	Kit Description				
1st Choice		2nd Choice			
Jersey	Maroon	Jersey	White		
Shorts	White	Shorts	Maroon		
Socks	Maroon	Socks	White		

### HIBERNIAN FC - SPFL - PREMIERSHIP

 S
 Phillip Kidd
 B
 0131 661 2159

 Easter Road Stadium
 M
 07739 563 388

 12 Albion Place
 E
 pkidd@hibernianfc.co.uk

Edinburgh EH7 5QG

M David Gray W www.hibernianfc.co.uk G Easter Road Stadium

CWPO Joanne Ross B 0131 661 2159

M 07788 393939

E jross@hibernianfc.co.uk

Kit Description				
1st Choic	e	2nd Choice		
Jersey	Green	Jersey	Yellow	
Shorts	White	Shorts	Green	
Socks	Green	Socks	Yellow	

### HILL OF BEATH HAWTHORN FC - EOS

S Scott Robert Forrest B 07918 859096 69 Kingfisher Place P 01383 842792

Duloch Grange M 07826 840020 (Main Contact Number)

Dunfermline PE haws1975@aol.com

Fife KY11 8|N E sforrest3@aol.com (Main E-mail contact)

M Robbie Raeside W www.hillofbeathhawthorn.co.uk

G Keirs Park

CWPO Scott Robert Forrest SEE ABOVE

Kit Descrip	Kit Description				
1st Choice		2nd Choice			
Jersey	Red	Jersey	Black		
Shorts	White	Shorts	Black		
Socks	Red	Socks	Black		

### HUNTLY FC - SHFL

S	Alix Turner 56 Castle Park Road Huntly Aberdeenshire AB54 8HU	M E PE	07867 625303 huntlyfc@highlandleague.com alix@huntlyfc.co.uk
M G	Colin Charlesworth Christie Park	W	www.huntlyfc.co.uk
CWPO	Alix Turner	М	SEE ABOVE

Kit Description				
1st Choice		2nd Choice		
Jersey	Black & Gold Stripes	Jersey	White with Gold/Black Central Stripe	
Shorts	Black	Shorts	Gold	
Socks	Black with Gold Top	Socks	Gold with White Top	

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### HIITCHINSON VAI F FC - FOS

HO I CHIN20	N VALE FU – EUS		
S	Gordon Kneebone 3 Gogarloch Bank Edinburgh EH12 9LA	M E	07795 145295 Gordon.kneebone@btinternet.com
M G	Stephen Batty Saughton Enclosure	W	www.lthvfc.co.uk
CWPO	Lorraine Kneebone	P E	07786 553352 Lorraine.kneebone@btinternet.com

Kit Descrip			
1st Choice		2nd Choic	e
Jersey	Yellow and Black Stripes	Jersey	Sky Blue and White Stripes
Shorts	Black with Yellow Trim	Shorts	White with Sky Blue Trim
Socks	Yellow	Socks	White

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### INVERNESS CALEDONIAN THISTLE FC - SPFL - LEAGUE 1

S	Fiona McWilliams Caledonian Stadium Stadium Road Inverness IV1 1FF	G B M F E	01463 222880 01463 229335 07971 757342 01463 227479 Fiona.mcwilliams@ictfc.co.uk
M G	Scott Kellacher Caledonian Stadium	W	www.ictfc.co.uk

CWPO William MacLennan 07787 847 220/07742 130 609 & Alexander Chisolm В 01463 222 880

cwpo@ictfc.co.uk alex.chisholm@ictfc.co.uk

Kit Description				
1st Choice		2nd Choice		
Jersey	Royal Blue vertical stripes with	Jersey	Pink w/Black Flashes	
Shorts	Royal Blue	Shorts	Black	
Socks	Royal Blue	Socks	Black	

### INVERURIE LOCO WORKS FC - SHFL

S	Billy Thomson 7 Birch Drive Osprey Village Inverurie AB51 6AN	M E PE	07500 664434 billy@thomsonpartnership.com inverurielocoworksfc@highlandleague.com
M G	Dean Donaldson Harlaw Park	W	www.inverurielocos.com
CWPO	David Thomson	M E	07826 407 132 David.thomson@inverurielocoworksfc.com

Kit Description				
1st Choice		2nd Choic	ice	
Jersey	Red and Black Stripes	Jersey	White and Grey Stripes	
Shorts	Black	Shorts	White	
Socks	Red	Socks	White	

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INVINE	IVICA	MMAA	AI FLi T	- WU

HILAHAT IAITU	טטוו אווט ווטט		
S	Thomas Anderson	G	01294 312722
	25 Glenbervie Wynd	M	07544518832
	Irvine	E	Thomasanderson7@aol.com
	Ayrshire KA11 4DL		
М	Jamie McKim	W	www.irvinemeadowfc.co.uk
G	Meadow Park		
CWPO	Gordon Taylor	М	07518 032460
		Е	Gordon.taylor20@gmail.com

Kit Description		
1st Choice	2nd Choice	
Jersey	Jersey	
Shorts	Shorts	
Socks	Socks	

### JEANFIELD SWIFTS FC - EOS

S	Scott Cummings 16 Balbedie Avenue Lochore Fife KY5 8HP	P E	07795 168931 Scottgk1@gmail.com
M G	Robbie Holden Riverside Stadium	W	www.jeanfiledswifts.co.uk

CWPO	Scott Cummings	SEE ABOVE

Kit Description				
1st Choice		2nd Choic	e	
Jersey	Black & White Stripes	Jersey	Fluer Yellow with Black Flashings	
Shorts	Black (Alternative White)	Shorts	Fluer Yellow with Black Flashings	
Socks	Black (Alternative White)	Socks	Fluer Yellow	

### KFITH FC - SHFI

KLIIIIIU	OIII L		
S	Fiona Simpson	М	07877 444024
	28 Fraser Place	Р	01542 887505
	Keith	E	keithfc@highlandleague.com
	AB55 5EB	PE	Fionakeith1910@outlook.com
M G	Craig Ewen Kynoch Park	W	www.keithfc.com
CWPO	David Innes	E PE	keithfc@highlandleague.com d.j.innes@btinternet.com

Kit Description				
1st Choice		2nd Choic	2nd Choice	
Jersey	Maroon with White Trim	Jersey	Sky Blue with White Trim	
Shorts	Maroon with White Trim	Shorts	Sky Blue with White Trim	
Socks	Maroon with White	Socks	Sky Blue with White	

### KELTY HEARTS FC - SPFL - LEAGUE 1

Garry Grandison G 01383 422769 30 Croall Place 07982 725903 М Kelty KY4 0DY Ρ 01383 832856

Е garry.grandison@keltyhearts.co.uk PΕ

www.keltyhearts.co.uk

keltygaz@yahoo.co.uk

М Thomas O'Ware G New Central Park

CWPO

Garry Grandison See Above

Kit Description			
1st Choice		2nd Choice	
Jersey	Maroon	Jersey	Blue
Shorts	Maroon	Shorts	Blue
Socks	Maroon	Socks	Blue

W

### KILMARNOCK FC - SPFL - PREMIERSHIP

S	Karen Costello BBSP Stadium	G M	01563 545 310 07870 994769
	Rugby Road	E	clubsecretary@kilmarnockfc.co.uk
	Kilmarnock KA1 2DP	PE	karen@kilmarnockfc.co.uk
M G	Stuart Kettlewell BBSP Stadium	W	www.kilmarnockfc.co.uk
CWPO	Peter Irons	M E	07540 017225 peterirons@kilmarnockfc.co.uk

Kit Description				
1st Choice		2nd Choice		
Jersey	Blue and White Stripe	Jersey	Red & Navy	
Shorts	Blue	Shorts	Navy & Red	
Socks	White (Blue Alternative)	Socks	Red & Navy	

### KILWINNING RANGERS FC - WOS

S	Lauren Grant 8 Cassiland Place Kilwinning KA13 6WG	M E	07940515597 secretary@kilwinningrangers.com
M G	Kevin Kelly Kilwinning Sports Club	W	www.kilwinningrangers.com
CWPO	Alan McAlpine	M E	07916 270958 cwpo@kilwinningrangers.co.uk

Kit Description				
1st Choice		2nd Choic	2nd Choice	
Jersey	Blue and White Hoops	Jersey	Red and Black Pattern	
Shorts	All Blue	Shorts	All Black	
Socks	Blue and White Hoops	Socks	Black or Red	

### LINLITHGOW ROSE FC - SLFL

S	Derek Crossan 34 Pender Gardens Rumford Falkirk FK2 0BJ	B P E PE	07885 468172 01324 711233 Irfc1889secretary@gmail.com Derekcrossan77@gmail.com
M G	Gordon Herd Prestonfield Stadium	W	www.linlithgowrose.co.uk
CWPO	Neil Robertson	P E	07840 051328 Neil.Irfc@outlook.com

Kit Description			
1st Choice		2nd Choice	
Jersey	Maroon	Jersey	Pink
Shorts	White	Shorts	Black
Socks	Maroon	Socks	Black

### LIVINGSTON FC - SPFL - PREMIERSHIP

LI Y IN UO I U	N FU - OFFL - FNEWHENONIF		
S	Jennifer Dodds Tony Macaroni Arena Alderstone Road Livingston, EH54 7DN	B PM E	01506 417000 07469 173 653 Jen.dodds@livingstonfc.co.uk
M G	David Martindale The Tony Macaroni Arena	W	www.livingstonfc.co.uk
CWPO	Suzy Ferns	B P/M E	01506 417000 07944 170531 childwellbeing@livingstonfc.co.uk

Kit Description			
1st Choice		2nd Choice	
Jersey	Amber	Jersey	Black
Shorts	Amber	Shorts	Black
Socks	Amber	Socks	Black

### LOCHEE UNITED FC - MIDLANDS LEAGUE (MFL)

S	Chris Ritchie	Р	07917 244 352
	Thomson Park	E	info@locheeunited.co.uk
	Napier Drive		
	Dundee DD2 4SJ		
М	Steve Fallon	W	www.locheeunited.co.uk
G	Thomson Park		
CWPO	Bradley Miller	M	07498 943 459

Kit Des	Kit Description			
1st Ch	oice	2nd Choice		
Jersey	Royal Blue	<b>Jersey</b> Red		
Shorts	Royal Blue	Shorts Red		
Socks	Royal Blue	Socks Red		

### LOSSIEMOUTH FC - SHFL

S	Kevan McIntosh 3 Forties Place Lossiemouth IV31 6SS	G M E PE	01343 813717 07805 806944 lossiemouthfc@highlandleague.com kevanmcintosh@hotmail.co.uk
M G	Steve Porter Grant Park	W	www.lossiemouthfc.co.uk
CWPO	Alan Milton	P/M E	07598229226 lossiemouthcwpo@gmail.com

Kit Description			
1st Choice		2nd Choice	
Jersey	Red	Jersey	Blue
Shorts	Red	Shorts	Blue
Socks	Red	Socks	Blue

### MONTROSE FC - SPFL - LEAGUE 1

S	Brian Petrie	G	01674 673200
	31 Renny Crescent	M	07747 765071
	Montrose DD10 9BW	F	01674 677311(Ground)
		E	secretary@montrosefc.co.uk
M G	Stewart Petrie Links Park Stadium	W	www.montrosefc.co.uk
CWPO	Anne Kenny	М	07923 673775
CVIIO	, time Kermy	E	cwpo@montrosefc.co.uk
	Joan Murray	Р	01674 674616
		М	07905 537222
		E	Venice1950@outlook.com

Kit Description			
1st Choice		2nd Choice	
Jersey	Royal Blue	Jersey	Red
Shorts	Royal Blue	Shorts	White
Socks	Royal Blue	Socks	Red

MOTHERWELL	FC - SPFI -	- PRFMIFRSHIP

S	Karen Paterson Fir Park Stadium Firpark Street Motherwell ML1 2QN	B M E	01698 338019 07725 865800 karen.paterson@motherwellfc.co.uk
M G	Jens Berthel Askou Fir Park Stadium	W	www.motherwellfc.co.uk
CWPO	Brian Reynolds	B M E PE	01698 338019 07525 101058 Brian.reynolds@motherwellfc.co.uk hbreynolds@icloud.com

Kit Description			
1st Choice		2nd Choice	
Jersey	Amber w/Claret Band	Jersey	Sky Blue
Shorts	Claret	Shorts	Sky Blue
Socks	Amber	Socks	Sky Blue

### MUSSELBURGH ATHLETIC FC - EOS

S	Kenneth Scott	Р	07925 188222
	1C Goosegreen Road Musselburgh	Е	Kenniescott68@aol.com
	East Lothian EH21 7RX		
М	Liam Burns	W	www.musselburghathletic.co.uk
G	Olivebank Stadium		
CWPO	Kevin Liston	Р	07703174872
		E	kevinliston@musselburghathletic.co.uk

Kit Description			
1st Choice		2nd Choice	
Jersey	Royal Blue	Jersey	Red and Black
Shorts	Royal Blue	Shorts	Black
Socks	Royal Blue	Socks	Red and Black

### NAIRN COUNTY FC - SHFL

S	Peter Graham Stuart Parkhill 13 Viewfield Street	M E	07510357521 Pgrahamstuart34@gmail.com
	Nairn IV12 4HW		
М	Wayne MacKintosh	W	www.nairncountyfc.co.uk
G	Station Park		

Kit Description			
1st Choice	e	2nd Choic	e
Jersey	Yellow	Jersey	Black with Pink Piping
Shorts	Black	Shorts	Black
Socks	Black w/ Yellow Stripes	Socks	Black with Pink Piping

### NEWTON STEWART FC - SSL

Gary McKie P 07825 600725
244 Myreside Street E gary\_mckie@hotmail.co.uk
Glasgow G32 6DX

M Jamie Adams W www.newtonstewartfc.co.uk

G Blairmount Park

CWPO lain Dick B 07583 419 918
E Dick.iain@gmail.com

Kit Description			
1st Choice		2nd Choice	
Jersey	Black and White Vertical Stripes	Jersey	Blue
Shorts	Black	Shorts	Blue
Socks	Black	Socks	Blue

### **NEWTONGRANGE STAR FC - EOS**

Nick Frankland G 01316 633362 07941 028458 9 Mactaggart Loan М Newtongrange Е secretary@newtongrangestar.org Midlothian EH22 4QZ PΕ n.frankland@btinternet.com W Newtongrangestarfc.co.uk Paul Milliaan G New Victoria Park

CWPO Nicola Duffy M 07769 359634 E Nicolarae45@yahoo.co.uk

Kit Description			
1st Choice		2nd Choice	
Jersey	Royal blue	Jersey	Black
Shorts	Royal blue	Shorts	Black
Socks	Royal blue	Socks	Black

### PARTICK THISTLE FC - SPFL - CHAMPIONSHIP

S Levi Gill B 0141 579 1971
Firhill Stadium E Levi.Gill@ptfc.co.uk
80 Firhill Road
Glasgow G20 7AL

M Mark Wilson W www.ptfc.co.uk

CWPO Fiona Atkinson B 0141 579 1971 M 07710 251 323

E childrenswellbeing@ptfc.co.uk
PE Fiona.atkinson@gmail.com

Kit Description			
1st Choice		2nd Choice	
Jersey	Red/Yellow stripes	Jersey	Cream
Shorts	Black	Shorts	Cream
Socks	Red	Socks	Cream

### PENICUIK ATHLETIC FC - EOS

 S
 Douglas Penman
 B
 01875 823336

 8 Avon Grove
 M
 07940 740087

 Penicuik EH26 8|L
 E
 douglaspenman@hotmail.co.uk

M Ryan Harding
G Montgomery Park

CWPO Andrew Penman M 07506 516 743 E sportscentre@ed.ac.uk

 Kit Description

 1st Choice
 2nd Choice

 Jersey
 Blue/White Vertical Stripes
 Jersey
 Red

 Shorts
 Blue
 Shorts
 Red

Socks

Red

### PETERHEAD FC - SPFL - LEAGUE 1

Blue

Socks

S Ken Morton B/G 01779 478256
Balmoor Stadium M 07793 817646
Balmoor Terrace E admin@peterheadfc.co.uk
Peterhead AB42 1EQ

CWPO Nat Porter B 01779 487185 M 07809 584702

E Nat.porter@peterheadfc.co.uk

Kit Description			
1st Choice		2nd Choice	
Jersey	Royal Blue	Jersey	Black
Shorts	Royal Blue	Shorts	Black
Socks	Royal Blue	Socks	Black

### POLLOK FC - WOS

S John Alexander P 0141-569-5588
38 Invergordon Avenue G 0141 384 4296
Glasgow G43 2HR M 07854-536874
E secretary@pollok

E secretary@pollokfc.com
PE John.alexander2@ntlworld.com

M Stewart Maxwell W www.pollokfc.com
G Newlandsfield Park

CWPO John Alexander SEE ABOVE

Kit Description				
1st Choice		2nd Choic	2nd Choice	
Jersey	Black and White	Jersey	Red	
Shorts	Black	Shorts	Red	
Socks	Black	Socks	Red	

### PRESTON ATHLETIC FC – EOS

Lesley Birrell 14a Linkfield Road Musselburgh EH21 7LQ	M G E PE	07724 091 906 01875 815 221 prestonathletic1945@gmail.com lesleybirrell@aol.com
Stephen McLeish Pennypit Park	W	www.prestonathletic.co.uk
Donald Reid	M E PE	07368 383 265 Prestonathletic1945@gmail.com Reiddonald09@gmail.com
	14a Linkfield Road Musselburgh EH21 7LQ Stephen McLeish Pennypit Park	14a Linkfield Road G Musselburgh E EH21 7LQ PE  Stephen McLeish W Pennypit Park  Donald Reid M E

Kit Description			
1st Choice		2nd Choice	
Jersey	Royal Blue / White	Jersey	Red / White
Shorts	Royal Blue / White	Shorts	Red / White
Socks	Red	Socks	Red

SEE ABOVE

### QUEEN OF THE SOUTH FC - SPFL - LEAGUE 1

Lesley Birrell

S	Craig Paterson	G	01387 254853
	Farries Kirk & McVean, CA	В	01387 252127
	Dumfries Enterprise Park	Р	01387 256088
	Heathhall	M	07711 105318
	Dumfries DG1 3SJ	F	01387 250501 (Business)
		E	craig.paterson@fkmcv.co.uk
М	Peter Murphy	W	www.qosfc.com
G	Palmerston Park		

Kit Description			
1st Choice		2nd Choice	
Jersey	Royal Blue	Jersey	Yellow
Shorts	White	Shorts	Royal Blue
Socks	Royal Blue	Socks	Yellow

### **QUEEN'S PARK FC - SPFL - CHAMPIONSHIP**

AOPPIL O I			
S	Graeme Shields JB McAlpine Pavilion Lesser Hampden Glasgow G42 9BA	G/B P E	0141 632 1275 07730587526 Graeme@queensparkfc.co.uk
M G	Sean Crighton JB McAlpine Pavilion	W	www.queensparkfc.co.uk
CWPO	Davie Flynn	M E	07719022366 davie.flynn@queensparkfc.co.ul

Kit Description			
1st Choice		2nd Choice	
Jersey	Black & White Hoops	Jersey	Navy Blue and White
Shorts	White	Shorts	Navy Blue
Socks	White	Socks	Navy Blue

### RAITH ROVERS FC - SPFL - CHAMPIONSHIP

S	Allan Halliday 62 Balmanno Green Glenroathes Fife KY7 4TD	M E PE	07725 199773 allan.halliday@raithrovers.net allanhal@gmx.com
M G	Barry Robson Stark's Park	W	www.raithrovers.net
CWPO	John Potter	B P E	01592263514 07810 501 219 John.potter@raithrovers.net

Kit Description					
1st Choice		2nd Choice			
Jersey	Navy	Jersey	Red & Royal Blue Stripes		
Shorts	Navy	Shorts	White		
Socks	Navy	Socks	Red		

### RANGERS FC - SPFL - PREMIERSHIP

S	Amanda Millar	G	0141 580 8500
	Ibrox Stadium	В	0141 580 8647
	150 Edmiston Drive	М	07903 875 788
	Glasgow G51 2XD	Е	Amanda.millar@rangers.co.uk
М	Russell Martin	W	www.rangers.co.uk
G	Ibrox Stadium		J
CWPO	Arlene Sinclair	В	01415 808859
		M	07545 059463
		E	arlenesinclair@rangers.co.uk

Kit Description				
1st Choice		2nd Choice		
Jersey	Blue	Jersey	White	
Shorts	White	Shorts	White	
Socks	Black with Red Turnover	Socks	White with Blue Turnover	

### ROSS COUNTY FC - SPFL - CHAMPIONSHIP

Fiona MacBean M 07714 570953
Global Energy Stadium E fiona.macbean

Global Energy Stadium Victoria Park fiona.macbean@rosscountyfootballclub.co.uk

Jubilee Park Road Dingwall IV15 9QZ

M Don Cowie W www.rosscountyfootballclub.co.uk

G Global Energy Stadium

CWPO Alan Heath B 01349 860860 M 07599 091735

E Alan.heath@rosscountyfootballclub.co.uk

Kit Description					
1st Choice		2nd Choice			
Jersey	Navy	Jersey	Red		
Shorts	White	Shorts	Navy		
Socks	Red	Socks	White		

### ROTHES FC - SHFL

S Andrew Simpson M 078763433957

68 New Street E rothesfc@highlandleague.com
Rothes PE Simpson1047@aol.com

AB38 7BJ

M Ronald Sharp W www.rothesfc.co.uk

G MacKessack Park

CWPO Andrew Simpson SEE ABOVE

Kit Description				
1st Choice		2nd Choice		
Jersey	Tangerine and Black	Jersey	White and Black	
Shorts	Black	Shorts	White	
Socks	Black	Socks	White	

### **RUTHERGLEN GLENCAIRN FC - WOS**

S	Peter Ferguson	В	0141 569 3314
	70 Midcroft Avenue	М	07858 329923

Glasgow G44 5R] E peter.ferguson2@ntlworld.com

M Joseph Pryce W www.rutherglenglencairn.webs.com

G The Hamish B Allan Stadium

CWPO William Harvey B 0141 331 3693

M 07852 291243 E w.harvey@gcu.ac.uk

PE w.harvey59@hotmail.co.uk

Kit Description					
1st Choice		2nd Choice			
Jersey	Black and White Hoops	Jersey	Red		
Shorts	Black or White	Shorts	Red		
Socks	Black or White	Socks	Red		

### SAUCHIE JUNIORS FC - EOS

5	Fraser Mortimer	В	07769 628 049
	56 Claremont	G	01259 722933
	Alloa	E	Fmortimer97@hotmail.co.uk

FK10 2DH

M Jon Tully W www.sauchiejuniorsfc.co.uk

G Beechwood Park

CWPO Sgrah Berrie B 07516205144

E sarahberrie@sauchiejuniorsacademy.co.uk

Kit Description				
1st Choice		2nd Choice		
Jersey	Red	Jersey	Blue	
Shorts	Red	Shorts	Blue	
Socks	Red	Socks	Blue	

### THE SPARTANS FC - SPFL - LEAGUE 2

S	Findlay Murray	М	07767 765835
	3 / 5 St Clair Street	Р	0131 477 4569
	Edinburah	E	fin.tsfc@amail.com

EH6 8JX

M Douglas Samuel W www.spartansfc.com

G Vanloq Community Stadium

CWPO Gordon Hulse M 07717 451301

E gordonhulse@hotmail.co.uk

Kit Description					
1st Choic	e	2nd Choic	2nd Choice		
Jersey	White	Jersey	Royal Blue		
Shorts	Red	Shorts	Royal Blue		
Socks	White	Socks	Royal Blue		

### ST ANDREWS UNITED FC - EOS

G

S	Scott Bryson	M/P	07893 307 807
	12 Fern Place	PE	secretart@standrewsunitedfc.co.uk

Leuchars Fife KY16 0ET

M Greg Shields W www.standrewsutd.co.uk

The Clayton Caravan Park Recreation Ground

 CWPO
 Leo Micallef
 M
 07427 673958

 E
 treasurer@standrewsunited.co.uk

Kit Description			
1st Choice		2nd Choice	
Jersey	White/Black Stripe	Jersey	Blue
Shorts	Black	Shorts	Blue
Socks	Black	Socks	Blue

### ST CADOC'S YC - WOS

S	TBC	М	TBC
		E	TBC
		PE	TBC

M	TBC	W	TBC
G	TBC		

CWPO TBC M TBC E TBC

Kit Description				
1st Choice		2nd Choice		
Jersey	TBC	Jersey	TBC	
Shorts	TBC	Shorts	TBC	
Socks	TBC	Socks	TBC	

### ST. CUTHBERT WANDERERS FC - SSL

S	Susan Plain	М	07930 487 514
	High Banks Farm	E	stcuthbertwanderers@gmail.com
	Kirkcudbright	PE	Sue_plain@yahoo.co.uk

Kirkcudbright DG6 4QB

M TBC W www.stcuthbertwanderers.com

CWPO Tracey McGarrie M 07793 727743

E traceymcgarrie@gmail.com

01720 450000

Kit Description					
1st Choice		2nd Choice			
Jersey	Blue and White Hoops	Jersey	Black		
Shorts	Blue	Shorts	Black		
Socks	Blue	Socks	Black		

### ST. JOHNSTONE FC - SPFL - CHAMPIONSHIP

5	Andrew Lister	B/G	01/38 459090
	McDiarmid Park	E	andrewlister@perthsaints.co.uk
	Crieff Road		
	Perth PH1 2SJ		

M Simo Valakari W www.perthstjohnstonefc.co.uk G McDiarmid Park

CWPO Beverley Mayer B 01738 459 090

E beverleymayer@perthsaints.co.uk

Kit Description				
1st Choice		2nd Choice		
Jersey	Blue	Jersey	White Blue stripe w/Tartan	
Shorts	Blue	Shorts	White	
Socks	Blue	Socks	White	

### ST. MIRREN FC - SPFL - PREMIERSHIP

S	Lynsey McLean	G	0141 889 2558
	The SMiSA Stadium	M	07868 725 289
	75 Greenhill Road	E	Lynsey.mclean@stmirren.com
	Paisley PA3 1RU		

CWPO John Austin E John.austin@stmirren.com

Kit Description					
1st Choice		2nd Choi	2nd Choice		
Jersey	Black and White Stripes	Jersey	Black with Red Detail		
Shorts	White with Black Detail	Shorts	Black with Red Detail		
Socks	White with Black Detail	Socks	Black with Red Detail		

### STENHOUSEMUIR FC - SPFL - LEAGUE 1

S	Antonia Love	В	01324 562992
	Ochilview Park	М	07810 282 166

Gladstone Road E Antonia.love@stenhousemuirfc.com

Stenhousemuir FK5 4QL

M Gary Naysmith W www.stenhousemuirfc.com

G Ochilview Park

CWPO TBC

Kit Description					
1st Choice		2nd Choice			
Jersey	Maroon	Jersey	White		
Shorts	Maroon	Shorts	White		
Socks	Maroon	Socks	White		

### STIRLING ALBION FC - SPFL - LEAGUE 2

S Robert Clubb G 01786 450399
Forthbank Stadium E it@stirlingalbion.co.uk
Stirling

FK7 7UG

M Alan Maybury W www.stirlingalbionfc.co.uk
G Forthbank Stadium

CWPO Jim McAllister M 07910 395726

E childprotectionsaja@gmail.com

Kit Description	
1st Choice	2nd Choice
Jersey	Jersey
Shorts	Shorts
Socks	Socks

07974 814172

mailthreaveroversfc@btconnect.com

### STRANRAER FC - SPFL - LEAGUE 2

S	Laura Craig	М	07849 771039
	2/2 33 Hayburn Crescent	E	secretary@stranraerfc.org
	Glasgow	PE	laurajanecraig26@gmail.com
	G11 5AY		

M Christopher Aitken W www.stranraerfc.org

CWPO David McMillan P 07818 533484

E Davie.mcmillan@outlook.com

Kit Descrip	Kit Description			
1st Choice		2nd Choice		
Jersey	Blue	Jersey	Yellow	
Shorts	Blue	Shorts	Yellow	
Socks	Blue	Socks	Yellow	

### STRATHSPEY THISTLE FC - SHFL

S	Clive Wolstenholme	Р	07837917746
	18 Munroe Place	E	wolstc@aol.com

Aviemore

Inverness-shire PH22 1TE

M Ryan Esson W www.strathspeythistlefc.com

G Seafield Park

CWPO Sarah McLeod P 01479 873729

E Smcleod123@btinernet.com

Tom Clarke M 01479 481 067

E tomclarke00@yahoo.com

Kit Description		
1st Choice	2nd Choice	
Jersey	Jersey	
Shorts	Shorts	
Socks	Socks	

### TAYPORT FC - MIDLANDS LEAGUE (MFL)

S	John Morris	М	07889170364
	22 Eli 1 (1 C)	_	

32 Elizabeth Street E Tayport

E johnmorris37@btinternet.com

Fife DD6 9LT

M George Shields W www.tayportfc.org

G The Canniepairt

CWPO Ian Ness M 07584195444

PE Irness143@btinternet.com

Kit Description			
1st Choice		2nd Choice	
Jersey	Red	Jersey	Black
Shorts	White	Shorts	Black
Socks	Red	Socks	Black

### THREAVE ROVERS FC - WOS

S	David McMath 10 Gardenhill Drive Castle Douglas DG7 1LX	G M E PE	01556 504 536 07796 994078 Davy.mcmath@scottishwater.co.uk mcmathgardenhill@aol.com
M G	Vincent Parker Meadow Park	W	www.threaveroversfc.co.uk
CWPO	Robin Hogg	B P	01556 504 536 01556 502658

 PE robinhogg238@outlook.com

 Kit Description

 1st Choice
 2nd Choice

 Jersey
 Black/White Stripe
 Jersey
 Red/Black

 Shorts
 Black
 Shorts
 Red

Socks

М

Ε

### TRANENT FC - SLFL

Black

Socks

HUMBERT	O OLI L		
S	Elliot Morgan 10 Ormiston Road Tranent EH33 2DR	B M E	01875 898 652 07934 740 008 secretary@tranentfc.co.uk
M G	Robbie Horn Forester Park	W	www.tranentjuniorsfc.co.uk
CWPO	Angela Thomson	M E PE	07984 443281 cwpo@tranentfc.co.uk angiet2010@hotmail.co.uk

Kit Descrip	tion		
1st Choice		2nd Choice	
Jersey	Maroon	Jersey	Blue
Shorts	Maroon	Shorts	Blue
Socks	Maroon	Socks	Blue

### TURRIFF UNITED FC - SHFL

S	Phillip Napier South Lodge Fyvie Castle Aberdeenshire AB53 4FD	B P G M E PE	01224 727000 01651 891571 01888 562169 07928 367286 turriffunitedfc@highlandleague.com phillipjamesnapier@outlook.com
M G	Warren Cummings The Haughs	W	www.turriffunited.co.uk
CWPO	Karen Watson	M E PE	07797 223046 cwpo@turriffunited.co.uk karenmhwatson@hotmail.com

Kit Description			
1st Choice		2nd Choice	
Jersey	Navy/Red/White	Jersey	White/Pale Blue
Shorts	Navy	Shorts	Pale Blue
Socks	Navy	Socks	Pale Blue

### TWEEDMOUTH RANGERS FC - EOS

S	Ross Aitchison	G	01289 385 760
	38 Goldstone	M	07964 991 375
	Berwich Upon Tweed	E	rossya@btinternet.com
	TD15 2ER		
М	Kevan Wright	W	www. tweedmouthrangers.co.uk
G	MKM Sheffield Park Stadium		
CWPO	Victoria Leishman	Т	07508 657 479
		E	victorialeishman@icloud.com

Kit Description				
1st Choice		2nd Choic	2nd Choice	
Jersey	Orange	Jersey	Grey	
Shorts	Navy	Shorts	Grey	
Socks	Orange or Navy	Socks	White	

### TYNECASTLE FC - EOS

Alistair David Wilkie Meggetland Sports Complex 17 Caiystane Terrace Edinburgh EH10 6SR	B G M E	0131 467 5555 0131 458 2233 (Meggetland Sports Centre) 07889 931054 alistair@wilkielaw.co.uk
Chris Scott Meggetland Sports Complex	W	tynecastlefc@gmail.com
Douglas Ormston	M E	07719 681586 douglas.ormston@gmail.com
	Meggetland Sports Complex 17 Caiystane Terrace Edinburgh EH10 6SR Chris Scott Meggetland Sports Complex	Meggetland Sports Complex 17 Caiystane Terrace Edinburgh EH10 6SR  Chris Scott Meggetland Sports Complex  Douglas Ormston  M  G M  W  M  M  M

Kit Description			
1st Choice		2nd Choice	
Jersey	Maroon	Jersey	White
Shorts	Maroon	Shorts	White
Socks	White	Socks	White

### UNIVERSITY OF STIRLING FC - SLFL

S	Chris Geddes	M	07739 049047
	Gannochy Sports Centre	B	01786 466511
	University of Stirling	E	Chris.geddes@stir.ac.uk
	Stirling FK9 4LA	PE	Geddes_chris@hotmail.co.uk
M G	Chris Geddes Gannochy Sports Centre	W	www.stir.ac.uk/footballclub/

CWPO Chris Geddes SEE ABOVE

Kit Description			
1st Choice		2nd Choice	
Jersey	Dark Green	Jersey	Purple
Shorts	Dark Green	Shorts	Purple
Socks	Dark Green	Socks	Purple

### VALE OF LEITHEN FC - EOS

S	Robert Wilson 10 Connor Street Peebles EH45 8HD	M E	07751 580665 Wilsor84@gmail.com
M G	lan Flynn Hall Street	W	www.valeofleithen.co.uk
CWPO	Robert Wilson		SEE ABOVE

Kit Description			
1st Choice		2nd Choice	
Jersey	Sky Blue/Navy Blue, White Chest Stripe	Jersey	Yellow
Shorts	Navy Blue	Shorts	Navy Blue
Socks	Navy Blue	Socks	Navy Blue

### WHITEHILL WELFARE FC - EOS

Nicola Quinn Ρ 111 Charles Wilson Avenue Ε

Bilston

07780 903768 Jockeq1975@gmail.com

Midlothian EH25 9AR

lack Lynch G

**CWPO** 

W www.whitehillwelfare.co.uk

Ferguson Park

М 07553 121000 Nicola Ouinn

> Е Nicolaquinn1975@hotmail.com

Kit Description			
1st Choice		2nd Choice	
Jersey	Claret Body with Sky Blue Trim	Jersey	Sky Blue with Claret Trim
Shorts	Claret	Shorts	Sky Blue
Socks	Claret	Socks	Sky Blue

### WICK ACADEMY FC - SHFL

Melanie Roaer М 07803 667598

7 Thorfinn Place

Е wickacademyfc@highlandleague.com

Thurso

Caithness KW14 7LN

М Gary Manson W www.wick-academy.co.uk G Harmsworth Park

01847 802258 **CWPO** Kenny Cormack

07786 188983 М

Ε cwpo@wick-academy.co.uk

Kit Description			
1st Choice		2nd Choice	
Jersey	Black and White Stripe	Jersey	Light Blue with Red Trim
Shorts	Black and White Stripe	Shorts	White with Red Trim
Socks	Black	Socks	Light Blue

### WIGTOWN AND BLADNOCH FC - SSL

Kerr Inger М 07949 234531 Kerross Е kerrwbfc@gmail.com

> Station Road Wiatown DG8 9DZ

М Kevin McKnight G Trammondford Park

В 01988 403201 **CWPO** James McColm М 07849 432008

Е sturen@btinternet.com

Kit Description			
1st Choice		2nd Choice	
Jersey	Red and White Vertical Stripes	Jersey Orange and Black	
Shorts	Red	Shorts	Black
Socks	Red	Socks	Orange

# **ASSOCIATIONS AND LEAGUES 2025/26**

### **AFFILIATED ASSOCIATIONS**

### ABERDEENSHIRE AND DISTRICT F.A.

Martin Smith, 138 Ivanhoe Road, Aberdeen, AB10 7ES

(M) 07413 756 654 Telephone(s) Email adfa7@hotmail.co.uk

### EAST OF SCOTLAND F.A.

John Greenhorn 2 Baberton Mains Court, Edinburgh EH14 3ER

Telephone(s) (M) 07740 680 904

john.greenhorn@blueyonder.co.uk

### FIFE F.A.

David Allan, 41 Garvock Hill, Dunfermline, Fife, KY12 7UR Secretary

Telephone(s) (M) 07885 606 759; (H) 01383 724 000

Email Daallan6754@aol.com

### **GLASGOW F.A.**

Amanda Millar, Rangers Football Club, Ibrox Stadium, 50 Edmiston Drive, Secretary

Glasgow, G51 2XD

Telephone(s) (M) 07903 875 788 (B) 0141 580 8647

Email Amanda.Millar@rangers.co.uk

### NORTH OF SCOTLAND F.A.

Secretary Graham Wilson, 41 Harris Road, Inverness, IV2 3LS

(M) 07935 946672 (P) 01463 711 025

nosfasecretary@gmail.com Email

### **SOUTHERN COUNTIES F.A.**

Richard Osborne, 29 Castle Street, Dumfries, DG1 1DL Secretary

Telephone(s) (M) 07764 259 195

Email richard.osborne1962@googlemail.com

### STIRLINGSHIRE F.A.

Secretary Antonia Love, c/o Stenhousemuir FC, Ochilview Park, Gladstone Road, Larbert FK5 4QL

(M) 07810 282 166

Email Antonia.love@stenhousemuirfc.com

### **WEST OF SCOTLAND F.A.**

John Dalton, 23 Sorn Road, Mauchline, Ayrshire, KA5 6AW Secretary

(M) 07759 637 350 Email secretary@wosfl.co.uk

### **WIGTOWNSHIRE & DISTRICT F.A.**

Richard Osborne, 29 Castle Street, Dumfries, DG1 1DL Secretary

(M) 07764 259 195 Telephone(s)

richard.osborne1962@googlemail.com Email

### **AFFILIATED NATIONAL ASSOCIATIONS**

### SCOTTISH AMATEUR F.A.

Secretary Thomas McKeown, Hampden Park, Glasgow G42 9DB

Telephone(s) (B) 0141 620 4550

Email safa@scottish-football.com Website www.scottishamateurfa.co.uk

### SCOTTISH JUNIOR F.A.

Secretary Alex McDowall, Hampden Park, Glasgow G42 9DD

Telephone(s) (B) 0141 620 4560; (M) 07760 995 912 Email scottishjuniorfa@scottish-football.com

Website www.scottishjuniorfa.com

### SCOTTISH PARA F.A.

Secretary Ann Brown, Hampden Park, Glasgow G42 9AY

Telephone(s) 07918 655 164

Email Ann.brown38@btinternet.com Website www.scottishparafootball.co.uk

### SCOTTISH SCHOOLS F.A.

Secretary Robert Allan, Hampden Park, Glasgow G42 9AZ

Telephone(s) (B) 0141 620 4570; (M) 07450 340 759; (H) 0141 561 6490

Email robert.allan@scottishschoolsfa.co.uk
Website www.scottishschoolsfa.co.uk

### SCOTTISH WELFARE F.A.

Secretary Steven Aitken, 8 St Johns Manor, Barrhill Road, Gourock, PA19 1JR

Telephone (M) 07734 352612 Email saitken59@btinternet.com Website www.scottishwelfarefa.org

### SCOTTISH WOMEN'S FOOTBALL

Secretary Aileen Campbell, Hampden Park, Glasgow G42 9DF

Telephone(s) (B) 0141 620 4580

Email swf@scottish-football.com Website www.scotwomensfootball.com

### SCOTTISH YOUTH FOOTBALL ASSOCIATION

Secretary Matthew Trotter, Hampden Park, Glasgow G42 9BF

Telephone(s) (B) 07754153444

Email syfa@scottish-football.com Website www.scottishyouthfa.co.uk

### NATIONAL ASSOCIATIONS

### IRISH FOOTBALL ASSOCIATION

Chief Exec Patrick Nelson, 20 Windsor Avenue, Belfast BT9 6EG

Telephone(s) (B) 02890 669 458 W www.irishfa.com

### THE FOOTBALL ASSOCIATION

Chief Exec Mark Bullingham, Wembley Stadium, Wembley Street, Wembley,

Middlesex HA9 0WS

Telephone(S) (B) 0844 980 8200 (F) 0844 980 8201

N www.thefa.com

### THE FOOTBALL ASSOCIATION OF WALES

Chief Exec Noel Mooney, Hensol, Portyclun, CF72 8JY Telephone(S) (B) 02920 435830 (F) 02920 496 953

W www.faw.org.uk

### **RECOGNISED LEAGUES**

### THE SCOTTISH PROFESSIONAL FOOTBALL LEAGUE

Secretary Calum R Beattie, Hampden Park, Glasgow G42 9DE

Telephone(s) (B) 0141 620 4140; (F) 0141 620 4141

Email calumbeattie@spfl.co.uk

Website www.spfl.co.uk

### THE SCOTTISH HIGHLAND FOOTBALL LEAGUE

Secretary John Campbell, 61 High St, Rothes, Moray, AB38 7AY

Telephone(s) (B) 07527 387515; (M) 07815 103 973

Email secretary@highlandleague.com

Website www.highlandfootballleague.com/www.highlandfootballleague.co.uk

### THE SCOTTISH LOWLAND FOOTBALL LEAGUE

Secretary David Baxter, 23/5 South Elixa Place, Edinburgh, EH8 7PG

Telephone(s) (M) 07952 534 015 Email secretary@slfl.co.uk Website www.slfl.co.uk

### THE EAST OF SCOTLAND FOOTBALL LEAGUE

Secretary David Baxter, 23/5 South Elixa Place, Edinburgh, EH8 7PG

Telephone(s) (M) 07952 534 015
Email secretary@eosfl.com
Website www.eosfl.com

### THE SCOTTISH WOMEN'S PREMIER LEAGUE

Secretary Fiona McIntyre, Hampden Park, Glasgow G42 9DF

Telephone(s) (B) 0141 620 4140; (F) 0141 620 4141

Email swpl@spfl.co.uk

Website www.scottishwomenspremierleague.com

### THE SOUTH OF SCOTLAND FOOTBALL LEAGUE

Richard Osborne, 29 Castle Street, Dumfries DG1 1DL Secretary

Telephone(s) (M) 07764 259 195

Email richard.osborne1962@googlemail.com www.southofscotlandfootballleague.co.uk Website

### THE WEST OF SCOTLAND FOOTBALL LEAGUE

Secretary John Dalton, 23 Sorn Road, Mauchline, Ayrshire, KA5 6AW

Telephone(s) (M) 07759 637 350 Email secretary@wosfl.co.uk Website www.wosfl.co.uk

# **REGISTER OF COMPETITIONS SEASON 2025/2026**

The following is a list of competitions approved by the Scottish Football Association.

### **AFFILIATED ASSOCIATIONS**

Aberdeenshire & District F.A. Aberdeenshire Cup

Aberdeenshire Shield

Aberdeenshire & District Development League

Fast of Scotland F.A. East of Scotland Cup

East of Scotland Qualifying Cup

East of Scotland Shield

Alex lack Cup King Cup

Fife F.A. Fife Cup

Glasgow F.A. City of Glasgow Cup

City of Glasgow Women's Challenge Cup

North of Scotland F.A. Inverness Cup

North of Scotland Cup

Southern Counties F.A. Southern Counties Alba Cup

> Southern Counties FA Challenge Cup J Haig Gordon Memorial Trophy

Potts Cup

Cup Winners Shield

South Region Challenge Cup

Stirlingshire F.A. Stirlingshire Cup

### **LEAGUES**

East of Scotland Football League **FOSEL Premier Division** 

**EOSFL First Division FOSEL Second Division EOSFL Third Division** 

East of Scotland League Cup

East of Scotland Development Legaue - East East of Scotland Development League - North East of Scotland Development League - West East of Scotland Development League Cup

East of Scotland Development League Knockout Cup

Midlands Football League McBookie Premier Division

McBookie First Division

Thornton's Cup

North of Scotland Football League Premier League North of Scotland Football League

North of Scotland Football League Championship

North Regional Cup Elainshire Cup Grill League Cup Jim McPherson Trophy John Reilly Memorial Trophy

McLeman Cup

Scottish Highland Football Legaue Scottish Highland Football Legaue

Highland League Cup

Highland League YDI U16 League Highland League YDI U18 League

Scottish Lowland Football League League Championship

League Cup

Lower Pyramid Play Off

Scottish Lowland Development Football League Scottish Lowland Development Football League Cup Scottish Lowland Development Football League

Challenge Cup

Scottish Lowland Development Football Knockout Cup

Scottish Professional Football League William Hill Premiership

William Hill Championship William Hill League 1 William Hill League 2 Premier Sports Cup **KDM Evolution Trophy** 

Scottish Women's Premier League Scottish Power Women's Premier League

Scottish Power Women's Premier League 2

Sky Sports Cup

South of Scotland Football League South of Scotland Football League

South of Scotland Football League Cup

West of Scotland Football League West of Scotland Premier Division

> West of Scotland First Division West of Scotland Second Division West of Scotland Third Division West of Scotland Fourth Division West of Scotland Football League Cup

Strathclyde Cup Charity Cup

Development League Championship Conference A Development League Championship Conference B Development League Championship Conference C Development League Championship Conference D Development League Championship Conference E West of Scotland Development League Cup

Robbie Meiklem Memorial Cup

# RECOGNISED BODIES & COMPETITIONS

North Caledonian FA North Caledonian League

North Caledonian Cup Football Times Cup lock Mackay Cup Ness Cup

Wigtownshire & District FA

Cree Lodge Cup Tweedie Cup

# LIST OF REFEREES — SEASON 2025–26

The names of all referees who are approved by the Referee Committee for matches involving a club or clubs in full or associate membership are contained in this list.

In accordance with the terms of Article 90.2 of the Articles of Association, unless the rules of a European or other competition prescribe to the contrary, or unless the Association gives permission to the contrary, every match in which a club in full or associate membership is engaged within Scotland shall be controlled by a referee whose name is included within this list.

### CATEGORY 1 M REFEREES

Euan Anderson Connor Ashwood John Beaton George Calder **Kevin Clancy** Ross Clark Jordan Curran David Dickinson Gavin Duncan Chris Graham Graham Grainger **Daniel Graves** Alastair Grieve Gary Hanvidge Ross Hardie Josh Hay Lewis Hogarth Grant Irvine Joel Kennedy Ryan Lee Stewart Luke Matthew MacDermid Iamie McCunnie Dan McFarlane Steven McLean Sean Murdoch Duncan Nicolson Don Robertson Calum Scott

### **CATEGORY 1 W REFEREES**

Will Adam David Alexander Euan Anderson Connor Ashwood Lewis Barnie John Beaton Euan Birch Ross Birrell Mark Bolton

Iain Snedden

Grea Soutar

Colin Steven

Peter Stuart

Nick Walsh

Iamie Wilkie

Lloyd Wilson

Cameron Stirlina

**Duncan Williams** 

Michael Bonner Robert Bowie Stuart Broadfoot Kenny Brown Lewis M. Brown Harry Bruce Clyde Buchan Alan Budd Scott Bunting George Calder Mark Catterson Joseph Cheney

Nathan Clac-Mansfield

Kevin Clancy Ross Clark Steven Clark Barry Cook Ross Cooper Jordan Cousland Andrew Craven Nathan Crawford Olivia Crawford Jordan Curran Mark Daly Tom Danaher Thomas Denholm David Dickinson Ross Donaldson Scott Donohoe James Duffy Gavin Duncan Ewan Dunn John Fairley (Jnr) Brent Falconer Barry Feery Calum Foreman David Gallagher Andy Gamble Keiran Gibson Chris Graham

Graham Grainger **Daniel Graves** Conor Greenan Alastair Grieve Kyle Hall Kai Hannah Gary Hanvidge Ross Hardie Mark Harris Calum Haswell

Josh Hay Abbie Hendry Chris Hobbs Lewis Hogarth Adam Holley Grant Irvine Jordan Kelly Joel Kennedy Ryan Kennedy Tommi Kerr Iordan Kinnon Owen Lawrence Ryan Lee Jack Leslie Scott Leslie Kevin Lindsay Craig Livingstone Stewart Luke Matthew MacDermid Steven J. MacDonald Liam MacDougall Robert MacKinnon Tayler Martin Blair McAlpine Michael McCart Luke McCauley Jamie McCunnie Dan McFarlane Scott McGregor Steven McKay John McKendrick Chris McLaughlin Steven McLean Steven McLelland Duncan McLullich Vladyslav Melnyk Ross Menzies Gordon Morrison Darren Munro Sean Murdoch Kevin Murray Kai Newell Chris Newman Duncan Nicolson Kieran O'Reilly

Terry Ormiston

Stuart Randall

Yaser Razouk

Lee Paterson

**Ewan Pow** 

Steven Reid Don Robertson Lee Robertson Alex Ross Calum Scott Gordon Seago **Andrew Simmonds** Iain Snedden Grea Soutar Konrad Spalony Steven G. Spence Colin Steven Cameron Stirling Rhys Struthers Peter Stuart Andy Taylor Robin Taylor Robert Thomson Paul Timmons Kevin Totten Gary Train Keiran Trayner Regan Wallace Nick Walsh Lorraine Watson Lewis Webster Sean Welsh Lauren Whitehead Colin Whyte Iamie Wilkie **Duncan Williams** Michael Williamson Lloyd Wilson

### SPECIALIST VIDEO **ASSISTANT REFEREES**

Greg Aitken Andrew Dallas

### **CATEGORY 2 M REFEREES**

Euan Birch Ross Birrell Robert Bowie Stuart Broadfoot Mark Daly Thomas Denholm Scott Donohoe Abbie Hendry Ryan Kennedy Michael McCart

Ross Menzies Terry Ormiston Regan Wallace

### **CATEGORY 2 W REFEREES**

Boise Allan Steven King Jack Arbuckle Logan Leitch Lewis Bell Cameron Lyle Daniel Boyle Richard Macartnev Andrew Brown Ewan MacFarlane Lewis Brown Keiran Martin Lewis Burns Matthew McAlpine Evan Cairns Ioshua McCallum Stuart Christie Iamie McCausland Christopher Costello Daniel McGuire Iames Coull Louis McIntosh Nathan Deane Evan Morgan Kieran Degnan Scott Morris Callum Donald Keith Noble Lauchlan Dougall Connor Ogierman Scott Douglas Alan Proctor Eddie Ferguson James Quinn Robbie Fraser Liam Redpath Scott Fullerton Craig Ritchie Kian Gallacher Paulina Ruszniak Liam Gallagher Cameron Sanderson Stuart Garden

Kieran Sharp

Stephen Gill

Ionatan Siluk Stuart Gray Sean Simpson Ross Haswell Nicolas Speirs Ioshua Horan Rvan Stevenson Christopher Irving Andrew Strana Rhys Jones Chris Townsley Victoria Kane Fllis Walls Richard Kav Michael Walsh

### SPECIALIST ASSISTANT M RFFFRFS

Ross Anderson Scott Anderson Iamie Andrews Ionathan Bell Kevin Buchanan Sean Carr **Brian Christie** Frank Connor Gordon Crawford Colin Drummond Sean Duff Liam Duncan David Dunne Craig Ferguson Chris Gentles Ian Hart Elliott Husband Powton Michael MacDermid Ross MacLeod Craia Macrae Alastair Mather Paul McAvinue Gordon McCabe James McCluskey John McCrossan Daniel McFarlane David McGeachie Graham McNeillie Andy Milne Ross Nelson Paul O'Neill Will Pare Dougie Potter

Chris Rae David Roome Douglas Ross Calum Spence Stuart Stevenson Graeme Stewart John Stewart Alastair Taylor Cameron Telfer Steven Traynor Steven Wilson

### SPECIALIST ASSISTANT **WREFEREES**

Vikki Allan

David McGeachie Ross Anderson Megan McKay Scott Anderson Graham McNeillie Jamie Andrews Andy Milne Ionathan Bell Ross Nelson Kevin Buchanan Paul O'Neill Sean Carr Will Pare **Brian Christie** Dougie Potter Frank Connor Chris Rae Gordon Crawford Vikki Robertson Colin Drummond David Roome Sean Duff Doualas Ross Liam Duncan Calum Spence David Dunne Stuart Stevenson Craig Ferguson Graeme Stewart Chris Gentles Iohn Stewart Ian Hart Alastair Taylor Elliott Husband Powton Cameron Telfer Drew Kirkland Steven Travnor

Steven Wilson Ross MacLeod Calum Dovle Craia Macrae Colin McAlpine Alastair Mather Steven G. Spence Paul McAvinue William Ferguson Gordon McCabe Hannah McLean lames McCluskev Anna-Viktoria Vittinahoff Iohn McCrossan Sean Welsh Daniel McFarlane Megan McKay

Michael MacDermid

### **SPECIALIST ASSISTANT VIDEO ASSISTANT REFEREES**

Garv Hilland Graeme Leslie Alan Mulvanny

### CATEGORY 3 M REFERES

Will Adam David Alexander Lewis Barnie Mark Bolton Michael Bonner Kenny Brown Lewis M. Brown Harry Bruce Clyde Buchan Alan Budd Scott Bunting Mark Catterson loseph Chenev Nathan Clac-Mansfield Steven Clark Iordan Cousland Andrew Craven Nathan Crawford Olivia Crawford Tom Danaher Ross Donaldson Calum Dovle Iames Duffy Ewan Dunn

John Fairley (Jnr)

Brent Falconer

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Barry Feery Calum Foreman David Gallagher Andy Gamble Keiran Gibson Conor Greenan Kyle Hall Kai Hannah Mark Harris Calum Haswell Chris Hobbs Adam Holley Jordan Kelly Tommi Kerr Iordan Kinnon Owen Lawrence Jack Leslie Scott Leslie Kevin Lindsav Craia Livinastone Steven J. MacDonald Liam MacDouaall Robert MacKinnon Tayler Martin Blair McAlpine Colin McAlpine Luke McCaulev Scott McGregor Steven McKav Chris McLaughlin Steven McLelland Duncan McLullich Vladyslav Melnyk Darren Munro Kevin Murray Kai Newell Chris Newman Kieran O'Reilly Fwan Pow Stuart Randall Yaser Razouk Steven Reid Alex Ross Andrew Simmonds Konrad Spalony Steven G. Spence Andy Taylor Robin Taylor Robert Thomson

Kevin Totten

Keiran Travner

Lewis Webster

Sean Welsh

Gary Train

Lauren Whitehead Colin Whyte Michael Williamson

George Anderson

James Hesketh

Jordan Brownlee

Jamie McMinigal

Roark McShane

Stephen Clark

Ross Cooper

Calum MacFadyen

Jason Brown

Chris Little

### **CATEGORY 3 W REFEREES**

**Hector Cormack** Greg Millar Gavin Dearie Ross Millar David Dickson Reiss Paterson Michael Dixon Kevin Quinn Andy Ewen Luke Quinton John Falconer Lewis Sinclair Iain Gallacher Conor Thompson Paul Hanlon Kathleen Alexander Scott Jamieson Nicolle Andrews Chris Lithgow Neil Brand George MacDonald Liam Bremner Stuart MacGregor Ally Bruce Rodney Marshall Jessica Byrd Kenny Martin Andrew Campbell Keith Maskell Peter Dawson Stephen McDade Cameron Doyle Dave McLaren Ehsan Hoseinzadeh **Gary Robertson** James Hosie David Ross Jemma Hosie Jamie Shepherd

Chris Hughes Craig Stevens Ciara Lappin Sean Sutherland Niamh Lundy Christopher Taylor Colin MacDonald Brian Templeton Maura Paterson Steven Adair Ionathan Rose Aidan Adam Graeme Smith Bradlev Blacklev **Euan Taylor** Jana Brady Shaun Telford Gary Carroll Christopher Trainer **Iames Cerinus** Alex Bebbington Liam Coulter Graeme Bowman Murray Dewar Chris Malone Scott Gilchrist Katherine Shaw Ben Graham **Bailey Watt** Liam Graham Bobby Welsh Douglas Harvey

# CATEGORY 3 M DEVELOPMENT REFEREES Vikki Allan

lack Arbuckle Lewis Bell Daniel Boyle Andrew Brown Lewis Brown Lewis Burns Stuart Christie Christopher Costello Iames Coull Nathan Deane Kieran Degnan Callum Donald Lauchlan Dougall Eddie Ferguson Robbie Fraser Scott Fullerton Kian Gallacher Stuart Garden

Stuart Gray Joshua Horan Christopher Irving Rhys Jones Richard Kay Steven King Logan Leitch Cameron Lyle Matthew McAlpine Joshua McCallum Jamie McCausland Daniel McGuire Louis McIntosh Evan Morgan Scott Morris Keith Noble Lee Paterson James Quinn Victoria Kane Craig Ritchie Paulina Ruszniak Cameron Sanderson Kieran Sharp Jonatan Siluk Sean Simpson Nicolas Speirs Ryan Stevenson Chris Townsley Michael Walsh

Ewan MacFarlane Stuart MacGregor Rodney Marshall Keiran Martin Kenny Martin Keith Maskell Stephen McDade Dave McLaren Hannah McLean Alan Proctor Liam Redpath Gary Robertson David Ross Gordon Seago Jamie Shepherd Craig Stevens **Andrew Strang** Rhys Struthers Sean Sutherland Christopher Taylor **Brian Templeton** Ellis Walls Lorraine Watson

### **CATEGORY 4 M REFEREES**

Boise Allan George Anderson Iason Brown Iordan Brownlee Evan Cairns Stephen Clark Hector Cormack Gavin Dearie David Dickson Michael Dixon Scott Douglas Andy Ewen John Falconer William Ferauson Iain Gallacher Liam Gallagher Stephen Gill Paul Hanlon Ross Haswell Scott Jamieson Chris Lithaow Richard Macartney George MacDonald

### REFEREES' ASSOCIATIONS' MANAGERS

Aberdeen & District RA (Incorporating Orkney and Shetland) Angus & Perthshire RA Ayrshire RA

Edinburgh & District RA

Fife RA

Glasgow RA

Lanarkshire RA

Moray & Banff RA North of Scotland RA

Renfrewshire RA

South of Scotland RA Stirlingshire RA

REFEREE COMMITTEE OBSERVERS

Kenny Clark Martin Cryans George Drummond Ian Fyfe Calum Murray

**Euan Norris** 

Mike Pocock Kevin Toner Willie Young

# CHAMPIONSHIP OBSERVERS

Graeme Alison John G. Brown Jim Bruce Chris Fordyce Kevin Graham Steven Kirkland Alan Muir Gavin Ross Paul Watson Craig MacKay

Jim Bruce (Assistant Manager)

Gavin Harris Dougie Smith

Jim Laird (Assistant Manager)

Martin Clark

Mark Doyle (Assistant Manager)

Stuart Macaulay

Derek Lowe (Assistant Manager)

Alan Cunningham

Gerry Corrie (Assistant Manager)

Stephen Finnie

Stephen Mitchell (Assistant Manager)

Bill Machray

Billy Baxter

Gary McCarthy (Assistant Manager)

Joe McDowall

John Brown (Assistant Manager)

Graeme Alison Brian McGarry

# PREMIERSHIP OBSERVERS

Crawford Allan Stephen Finnie
Iain Brines Bill Machray
Brian Cassidy Craig MacKay
Martin Clark Sandy Roy
George Clyde Dougie Smith
Gerry Corrie John A. Young

# ASSISTANT REFEREE OBSERVERS

Billy Baxter Willie Conquer Alan Cunningham Mark Doyle Ralph Gordon Andrew Halliday Gavin Harris Stuart Macaulay Joe McDowall John McElhinney Brian McGarry Andrew McWilliam Stephen Mitchell Stewart Shearer

### **SECRETARIES OF REFEREES' ASSOCIATIONS**

### ABERDEEN AND DISTRICT (INCORPORATING ORKNEY AND SHETLAND)

Ian Bailey

Tel. Nos. (Mobile) 079033 40507

e-mail secretarysfarefereeaberdeen@outlook.com website www.aberdeenanddistrictreferees.co.uk

### **ANGUS AND PERTHSHIRE**

Steven Traynor

Tel. Nos. (Mobile) 07941 348260 e-mail secretary@aprefs.co.uk website www.aprefs.co.uk

**AYRSHIRE** 

Calum Haswell

Tel. No. (Mobile) 07875 598564 e-mail: secretary@ayrshirerefs.co.uk website: www.ayrshirerefs.co.uk

### **EDINBURGH AND DISTRICT**

**Andrew Simmonds** 

Tel. Nos. (Mobile) 07921 007701 e-mail secretary.edra@gmail.com

website www.edinburghanddistrictreferees.co.uk

FIFE

Liam Redpath

Tel. Nos. (Mobile) 07881 279254
e-mail secretary@fifereferees.co.uk
website www.fifereferees.co.uk

### **GLASGOW**

Gary Hilland

Tel. Nos. (Mobile) 07748 114902
e-mail secretary@glasgowreferees.co.uk
website www.glasgowreferees.co.uk

### LANARKSHIRE

Tel. Nos.

Michael McCart

(Mobile) 07453 287066

e-mail secretary.lanarkshire.referee@hotmail.com

website www.sfar-lanarkshire.org

### **MORAY AND BANFF**

Ally Bruce

Tel. Nos. (Mobile) 07825 545255 e-mail secretary@moraybanffreferee.co.uk

website www.mbreferees.co.uk

### **NORTH OF SCOTLAND**

Stephanie Craig

Tel. Nos. (Mobile) 07791 966 244
e-mail nosrasecretary@gmail.com
website www.nosref.org.uk

### RENFREWSHIRE

Andy Taylor Tel. Nos.

(Mobile) 07860 677 207

e-mail secretary@renfrewshirereferees.org.uk website www.renfrewshirereferees.org.uk

### SOUTH OF SCOTLAND

Rod Williamson

Tel. Nos. (Mobile) 07801 685586 e-mail secretary.sosreferees@outlook.com

### STIRLINGSHIRE

Wes Boulstridge

Tel. Nos. (Mobile) 07933 987604
e-mail stirlingshire.secretary@gmail.com
website www.stirlingshirereferees.org

# **MEMORANDUM OF ASSOCIATION**

The Scottish Football Association, Limited

The Companies (Consolidation) Act, 1908. Company Limited by Guarantee.

- 1. The name of the Association is "The Scottish Football Association Limited."
- 2. The Registered Office of the Association shall be situated in Scotland.
- 3. The objects for which the Association is established are:-
  - (1) To acquire and take over the whole property and assets of the present Scottish Football Association, and to discharge the same and the office-bearers thereof of all such property and assets.
  - (2) To promote, foster, and develop, in all its branches without discrimination against any organisation or person for reason of age, gender, disability, ethnicity, language, religion or politics, the game of Association football, and to take all such steps as may be deemed necessary or advisable for preventing infringements of the rules of the game, or other improper methods or practices in the game, and for protecting it from abuses.
  - (3) To support and promote the principle of Fair Play by encouraging everyone involved in football to read, understand and accept the Laws of the Game, to show respect to opponents and to behave in a sporting manner both on and off the field of play.
  - (4) To promote organisations designed to foster in all its branches the development of the game of football, training and regulation of players and referees, sportsmanship, security in relation to spectating and all other aspects of the game by subscribing for shares, loan stock, warrants or other instruments in such organisations, or becoming involved as a member of unincorporated organisations and to facilitate the drafting and adoption of the Constitution or Memorandum and Articles of Association of such organisations.
  - (5) To make, adopt, vary and publish rules, regulations, bye-laws and conditions for the regulation of the said game or otherwise, and to take all such steps as shall be deemed necessary or advisable for enforcing such regulations, bye-laws and conditions.
  - (6) To promote, provide for, regulate, and manage in all or any of the required details or arrangements, including any arrangements for the benefit of associations or clubs, football competitions, contests, and matches, international or otherwise, in Scotland or elsewhere, and things as may be considered necessary, and to do or provide for all or any such matters and things as may be considered necessary for or ancillary to the comfort, conduct, conveyance, convenience, or benefit of players and of the public, or of any other persons concerned or engaged in such competitions, contests, or matches.
  - (7) To accept, take over, or otherwise acquire all cups, shields, and other prizes, and to provide for the proper custody, insurance, protection, exhibition, awarding, distribution, or loan of or other dealing with all or any of the same.
  - (8) To provide for, make, and vary all such rules, regulations, and bye-laws as to amateur and non-amateur players as may from time to time be determined on.

- (9) To provide by rules, regulations, and bye-laws, or otherwise, for deciding and settling all differences that may arise between football associations, clubs, or players, or any persons, who are members of, or alleged to be members of, or are employed or engaged by, any such associations or clubs, or any other persons in reference to due compliance with the Laws of the Game, or the rules, regulations, or bye-laws of the association, or to contracts or to any other matter of dispute or difference arising between such associations, clubs, or persons, or any of them, and whether this Association is concerned in such dispute, or difference or not, and to make such provisions for enforcing any award or decisions as may seem fit.
- (10) To co-operate with or assist any football association or club in any way in which the Association shall think proper, and to enter into or adopt any agreement or arrangements with such association or club.
- (11) To co-operate with the International Football Association Board in all matters relating to international or other competitions or otherwise relating to the game of football or the rules or regulations affecting the same.
- (12) To purchase, lease, or otherwise acquire any heritable, leasehold, or other property, or any estate or interest whatever, which may be necessary for or calculated to promote or assist in the promotion of any of the objects of the Association.
- (13) To build, construct, maintain, alter, remove, or rebuild any buildings, offices, and dwelling-houses, and to clear sites for the same, or to join with any person, firm, or company in doing any of the things aforesaid, and to work, manage, and control the same, or join others in so doing.
- (14) To acquire, lay out, improve, hold, use, or turn to account in any way football grounds, or other athletic grounds, with all such pavilions, buildings, erections, and easements and with all necessary fittings and accessories as the Association may deem advisable.
- (15) To sell or otherwise dispose of the whole or any part of the undertaking of the Association, either together or in portions, for such considerations and on such terms as may be agreed.
- (16) To promote, support, or assist in all or any such athletic contests of sport for which any property of the Association may be available, or which may be determined on or approved by the Association.
- (17) To improve, develop, manage, mortgage, let, sell, dispose of, or otherwise deal with, all or any part of the property and rights of the Association.
- (18) To act as trustees for any associations, or clubs, and as such trustees to hold any real or personal property upon such trusts, and with and subject to such powers and provisions, as may be approved of.
- (19) To invest and deal with the monies of the Association not immediately required upon such securities and in such manner as may from time to time be thought fit.
- (20) To lend and advance money or give credit to such persons and on such terms as may be thought fit, and in particular to members of and persons dealing with or associated with the Association.
- (21) To borrow or raise money in such manner as the Association shall think fit.

- (22) To support and subscribe to any religious, charitable, or public objects, to take over, set aside, or provide for a benevolent fund, and to grant or continue pensions, annuities, compensations, or other awards or benefits in money or otherwise to players or other persons disabled or superannuated or otherwise requiring assistance, or to widows or orphans of, or other persons dependent wholly or partially on, any players or other persons who may die or be disabled or be otherwise incapacitated from earning a living, or who may be, in the opinion of the Association, deserving or having such assistance rendered.
- (23) To subscribe out of the funds of the Association to any such fund, club or institution, charitable or otherwise, and in such manner, as the Association may deem advisable.
- (24) To amalgamate or co-operate with any association, club, or body having all or any of their objects similar to any of the objects of the Association.
- (25) To draw, make, accept, endorse, discount, execute, and issue bills of exchange, promissory notes, and other instruments, so as to be negotiable or transferable by delivery, or to order, or otherwise.
- (26) To pay all or any expenses incurred in connection with the formation and incorporation of the Association.
- (27) To effect insurances against risk of loss to the Association, or against risk or accident to any servants of the Association in the course of their employment by the Association, and to pay premiums on any such insurance.
- (28) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interest in, or securities of, any other association having objects altogether, or in part, similar to those of this Association, or carrying on any business which may directly or indirectly assist any business carried out by this Association.
- (29) To distribute among the members of the Association in kind any property of the Association.
- (30) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.
- (31) To guarantee the payment of any monies or the performance of any contracts, liabilities, duties, obligations or engagements of any company, firm, trust, organisation or person, and to become liable or responsible for money, and to undertake obligations of every kind and description, upon such terms as the Association may consider desirable and without prejudice to the generality thereof and with or without the Association receiving any consideration, to guarantee and/or to give security (either by way of mortgage or charge on all or any part of the property and undertaking present and future, and the uncalled capital of the Association or otherwise) for the performance of the obligations of any company, firm, trust, organisation or person and the payment of principal of and dividends, interests and premiums on any stock, shares, debentures, debenture stock or other securities of any company.

It is hereby declared that each sub-paragraph of this sub-clause shall be construed independently of the other sub-paragraphs hereof and that none of the objects mentioned in any sub-paragraph shall be deemed to be merely subsidiary to the objects mentioned in any other sub-paragraph.

4. The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Association in the event of its being wound up while it is a member or within one year after it ceases to be a member, for (a) payment of the Association's debts and liabilities contracted before it ceases to be a member, (b) payment of the costs, charges and expenses of winding up and (c) adjustment of the rights of the contributories among themselves.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of the Memorandum of Association.

NAMES, ADDRESSES, AND DESCRIPTION OF SUBSCRIBERS
R.M. Christie, of Dunblane Football Club, Westlands, Dunblane.
Alex Stevenson, of the Falkirk Football Club, Ella House, Falkirk.
Robert Dixon, of the Greenock Morton Football Club Limited, Old Post Office Buildings, Greenock.
W.T. McCulloch, of the Arbroath Football Club, 53 Lambhill Street, Glasgow.
Thomas Watson, of the Royal Albert Football Club, Kamesburgh Terrace, Uddingston.
W.M. Ward, of Partick Thistle Football Club Limited, 235 Dumbarton Road, Partick.

A. McLauchlan, of Lanarkshire Association, 5 Bothwell Circus, Glasgow.

Dated the Twenty-sixth day of September, Nineteen hundred and three.

Witness to the above signatures, WILLIAM SHAW, of 45 West George Street, Glasgow Clerk-at-Law.

# **ARTICLES OF ASSOCIATION**

THE COMPANIES ACTS 1862 TO 2006

PRIVATE COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
OF
THE SCOTTISH FOOTBALL ASSOCIATION LIMITED

(INCORPORATED IN SCOTLAND NO. SCO05453)

(AS ADOPTED BY SPECIAL RESOLUTION PASSED ON 7TH JUNE 2011 AND AS AMENDED BY SPECIAL RESOLUTIONS FROM TIME TO TIME THEREAFTER)

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## **PRELIMINARY**

#### INTERPRETATION

1.1 In these Articles, unless expressly provided otherwise:-

"the Act"	means the Companies Act 2006;
"Affiliated Association"	means an association which is in full membership of the Scottish FA, other than an Affiliated National Association;
"Affiliated National Association"	means each of the Scottish Amateur Football Association, the Scottish Junior Football Association, the Scottish Schools' Football Association, the Scottish Welfare Football Association, Scottish Women's Football, the Scottish Youth Football Association and Scottish Para-Football;
"amateur"	shall have the meaning ascribed to it in Article 78.1;
"Annual General Meeting"	means the annual general meeting of the Scottish FA;
"the Anti-Doping Regulations"	means the Anti-Doping Regulations of the Scottish FA which are currently in force as such shall be amended or replaced by the Board from time to time;
"these Articles"	means these Articles of Association;
"associate member"	means a club or association which is admitted as a full member in accordance with Article 6 at any time after the commencement of the 2019 Annual General Meeting:
"Association Football"	means any football played under the jurisdiction of FIFA and in accordance with the Laws of the Game;
"authorised club"	means a club as defined herein and any other football club in membership of a National Association;
"the Board"	means the board of directors of the Scottish FA, which shall comprise all of the Directors from time to time, as constituted in accordance with these Articles;
"Board Protocols"	means the protocols promulgated by the Board from time to time in relation to the operation of the Board, the Professional Game Board, the Non-Professional Game Board, the Congress, the Committees and sub-committees;
"Category"	means (i) female or male gender; (ii) colour, race, nationality (including citizenship), language or ethnic or national origin; (iii) membership of a religious group or of a social or cultural group with any perceived religious affiliation; (iv) sexual orientation; (v) transgender identity (being any one or more of transvestism, transsexualism, inter-sexuality or change of gender); and (vi) disability (being a physical or mental impairment of any kind);
"the Challenge Cup Competition"	means "The Scottish Cup";
"the Challenge Cup Competition Rules"	means the rules laid down by the Scottish FA governing the conduct of the Challenge Cup Competition;
"Chief Executive"	means, subject to Article 69, the Secretary of the Scottish FA from time to time;

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Arbitration

**NOTICES** 

provisions set out in Article 6 and, except where the context otherwise requires, includes the owner(s) and operator(s) of such club:  "Club Crest"  means the official club emblem featured on a club's playing strip which is the recognised symbol of the club;  "Club Licence"  means the licence secured and maintained by the clubs in membership of the Scottish FA, an Affiliated Association or an Affiliated National Association upon compliance with the Club Licensing Procedures;  "Club Licensing"  means the process by which clubs in membership of the Scottish FA, an Affiliated Association or an Affiliated Association and Affiliated Association or an Affiliated Association and Affiliated Association and Affiliated Association and Affiliated Association or an Affiliated Association or an Affiliated Procedures and excure and maintain a Club Licence;  means the procedures and criteria promulgated by the Board and/or UEFA (as appropriate), respectively, from time to time in connection with Club Licensing of the clubs in membership of the Scottish FA, an Affiliated Association or an Affiliated National Association;  "Code of Conduct"  means the code of conduct for members of the Congress as promulgated by the Board from time to time;  "Committee"  means a committee of the whole Board or a committee consisting of Directors, members of the Congress and co-opted persons, in each case formed in terms of Article 63;  "communications"  shall have the meaning ascribed to it in the Electronic Communications Act 2000;  "Compliance Officer"  means the power of a person(s) to secure that the affairs of a club are conducted in accordance with the wishes of that person(s):  (i) by means of the holding of shares, or the possession of voting power, in or in relation to that club, directly or indirectly; or  (ii) by virtue of any powers conferred by the controls any club ceases to do so or if another person(s) acquires control of it;  "co-opted person"  means the Congress of the Scottish FA for the time being and from time to time as co	# −11− "	The same of the standard and the standard Annual action Front all the second and a standard at the
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"Disclosure Scotland"	means the executive agency of the Scottish Government which discharges Scottish Ministers' functions under Part V of the Police Act 1997 and the Protection of Vulnerable Groups (Scotland) Act 2007 for the purpose of issuing certificates disclosing criminal history and other relevant information to organisations and any successor or replacement bodies therefor;
"Disorderly Conduct"	shall include, but not be limited to, the following: (i) 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 or against an individual who is or is presumed to be, by the person or persons engaged in the conduct, to be a member of such group; (ii) using threatening, abusive, or insulting words or conduct; (iii) displaying any writing or other thing which is threatening, abusive or insulting; (iv) 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 and any successive or replacement legislation thereto; (v) any incursion onto the field of play, or the pitch side area, other than as part of an emergency evacuation; or (vi) the possession of or the discharging of any pyrotechnic device, smoke device, or similar item;
"the East of Scotland Football League"	means the unincorporated association of football clubs called The East of Scotland Football League;
"electronic communications"	shall have the meaning ascribed to it in the Electronic Communications Act 2000;
"FIFA"	means Federation of International Football Associations;
"the first meeting"	shall have the meaning ascribed to it in Article 66.6;
"Football Agent"	shall have the meaning ascribed to it in the Scottish FA Football Agent Regulations;
"Football Family"	means PFA Scotland, Managers & Coaches Association, Scottish Senior Football Referees' Association, Sportscotland, and such relevant respective collectives of the media and/or supporters in Scotland as are agreed by the Board from time to time;
"full member"	means a club or association which is a full member of the Scottish FA (including an associate member) and the expression "full membership" shall be construed accordingly;
"general meeting"	means a general meeting of the Scottish FA;
"General Meeting"	means a general meeting of the Scottish FA other than an Annual General Meeting;
"Home Shirt Colours"	means the recognised predominant colour or colours of a club's home shirt which is/are commonly associated with the club;
"Honorary Office-Bearer"	means an Honorary Vice-President;
"Honorary Vice-President"	means an Honorary Vice-President of the Scottish FA appointed in terms of Article 57;
"IFAB"	means the International Football Association Board;
"Independent Non- Executive Directors"	means those Directors who are not also Office-Bearers, the Chief Executive or a member of the Professional Game Board or the Non-Professional Game Board;

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"Independent Scrutineers"	means the 3 individuals appointed by the Board to review any proposed amendments by the Board to the Judicial Panel Protocol who will be independent of the Scottish FA and the members and will have appropriate professional experience and background to discharge the role of scrutineer;
"insolvency event"	means circumstances where a member suspends, or threatens to suspend payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; any moratorium procedure for the purposes of the Corporate Insolvency and Governance Act 2020 (the "2020 Act") in relation to a member; the making by a member of any proposal for a restructuring plan in terms of the 2020 Act; the convening of a meeting for the purpose of considering a resolution for the winding up of a member; the appointment of any provisional liquidator to a member; the liquidation of a member (other than for the purposes of a bona fide solvent reconstruction); the making of an administration order or an order by the court appointing an interim manager (or equivalent) or manager or the court making an order in terms of paragraph 13(3)(b) of Schedule B1 of the Insolvency Act 1986 in relation to a member; the appointment of or notice to appoint (or intention to appoint) an administrator by the directors or by a qualifying charge holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986) of a member; the appointment of a receiver (including without limitation an administrative receiver) in respect of the whole or any part of the property, assets and/or undertaking of a member; the appointment by a court of a judicial factor, receiver or manager in respect of a member; the entering into by a member of a voluntary arrangement with its creditors; circumstances where a creditor or encumbrancer of a member attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any significant or material part of such member's assets, and such attachment or process is not discharged within 14 days; or any proceedings or step is taken or any court order in any jurisdiction made which has the same or substantially similar effect to any of
"insolvency practitioner"	means a person qualified to act as an insolvency practitioner in terms of Part XIII of the Insolvency Act 1986;
"International Match Calendar"	means the calendar of fixed dates, approved by FIFA, for the playing of matches by national teams of confederations of FIFA and of member associations;
"Judicial Panel"	means the body with that name formed by the Board in terms of Article 65;
"Judicial Panel Protocol"	means the protocol relating to the operation of the Judicial Panel promulgated by the Board from time to time in accordance with Article 65 which will incorporate the Disciplinary Procedures and will also set out disciplinary rules;
"Laws of the Game"	means the laws of the game of Association Football promulgated and amended by IFAB from time to time;
"the Licensing Committee"	means the Committee established by the Board pursuant to the Board Protocols to discharge the remit set out in the Board Protocols;
"List of Referees"	means the list of referees, as defined by the Referee Committee, from which appointments will be made to matches involving clubs in full membership of the Scottish FA;

"match official"	means a referee and/or an assistant referee and/or a 4th official and/or an additional assistant referee and/or a referee observer and/or a video assistant referee and/or an assistant video assistant referee; a referee who is a member of the Registration Scheme for Referees shall be deemed a "match official" for the purposes of these Articles and the Judicial Panel Protocol;
"member"	means a full member and/or a registered member of the Scottish FA, and the expression "membership" shall be construed accordingly;
"members of the Congress"	means the Office Bearers and the ordinary members of the Congress (including the Directors);
"Membership Criteria"	means the criteria promulgated by the Board from time to time in connection with qualifying for full membership of the Scottish FA in terms of Article 6;
"Memorandum"	means the memorandum of association of the Scottish FA;
"the Midlands Football League"	means the unincorporated association of football clubs called The Midlands Football League;
"Minimum Operating Criteria"	means the minimum operating criteria promulgated by the Board from time to time in connection with registered membership of the Scottish FA in terms of Article 6;
"National Association"	means a national association in membership of FIFA;
"Non-Professional Game Board"	means the body with that name formed in terms of Article 64;
"the North of Scotland Football League"	means the unincorporated association of football clubs called The North of Scotland Football League;
"Observer"	shall have the meaning ascribed to it in Article 61.9;
"Office"	means the registered office of the Scottish FA for the time being;
"Office-Bearers"	means the President and the Vice-President;
"official"	means any shareholder controlling, directly or indirectly, more than 50 per cent of the voting rights attached to the shares (if any) in a club or recognised football body or any person having a function or duty or position involving authority or trust within a club or recognised football body, including any such person who is able to exercise control over the majority of the board of any such club or recognised football body (whether or not such person is himself intimated to the Registrar of Companies as holding the office of director), all of whom shall be included on the Official Return of a club or recognised football body which is required to lodge an Official Return pursuant to Article 10;

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means the annual return of particulars submitted by full members and registered members which are entitled to participate in the Scottish Professional Football League, the Scottish Highland Football League, the Scottish Lowland Football League or the Scottish Women's Premier League using the form prescribed by the Board from time to time, together with all changes from time to time to such return as are permitted by the Board, all as set out in Article 10;
means a member of the Congress other than the Office-Bearers, appointed in terms of Article 51;
shall have the meaning ascribed to it in Article 11.2(c);
means to engage in a match or game in which the number of players in each team is more than 5, other than Futsal, at which a charge for admission is made or collection is taken or money raised in any form, or to engage in any competition or competitive match in which the number of players in each team is more than 5;
means a player participating in Association Football under the jurisdiction of the Scottish FA;
means the President of the Scottish FA elected in terms of Articles 56 and 57;
shall have the meaning ascribed to it in Article 78.1, except that in the context of a league it shall mean that the clubs in such league are deemed by the Board as professional under the Club Licensing Procedures and any league that is not professional shall be "non-professional";
means the body with that name formed in terms of Article 64;
means a notice in writing containing the information set out in Article 46.2;
means an Affiliated Association, an Affiliated National Association or an association, league or other combination of clubs, players, officials or referees formed with the consent of the Scottish FA in terms of Article 18, or such bodies or persons as may be formed with the consent of an Affiliated National Association in terms of Article 18;
means a referee who is a member of the Registration Scheme for Referees; any reference to referee shall include match official;
means the Committee under that title formed in terms of Article 63 to supervise the refereeing aspects of the game of Association Football;
means an association of referees, formed with the consent of the Scottish FA in terms of Article 18;
means the sports ground of which the full member has sole use, or shared use, approved by the Scottish FA, and such member must be in a position to establish security of tenure for the ground and to play matches as and whenever required, all as notified to the Scottish FA in the Official Return;
means a club or association which has been admitted as a registered member of the Scottish FA in accordance with the provisions of Article 6.2 and the expression "registered membership" shall be construed accordingly;

"Register of Competitions"	means the list of approved leagues and competitions which is compiled annually in accordance with Article 18.4;
"Registration Procedures"	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 any other persons referred to therein;
"Registration Scheme for Referees"	means the register maintained by the Scottish FA of all qualified and registered referees in membership of a Referees' Association who participate in Association Football under the jurisdiction of the Scottish FA;
"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;
"representatives of the Football Family"	means those individuals nominated to represent each member of the Football Family in the Congress;
"required particulars"	shall have the meaning ascribed to it in Article 11.2(b);
"the Scottish FA"	means The Scottish Football Association Limited (Company Number SC005453) whose registered office is at Hampden Park, Glasgow G42 9AY;
"Scottish FA Football Agent Regulations"	means the Scottish FA Football Agent Regulations, which came into force on 1st January 2024, as such shall be amended or replaced by the Board from time to time;
"Scottish FA Football Agent Regulations"	means the Scottish FA Football Agent Regulations, which came into force on 1st January 2024, as such shall be amended or replaced by the Board from time to time;
"the Scottish Highland Football League"	means the unincorporated association of football clubs called The Scottish Highland Football League;
"the Scottish Lowland Football League"	means the unincorporated association of football clubs called The Scottish Lowland Football League;
"the 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, a company incorporated under the Companies Act 1985 (Registered No. 175364) and having its Registered Office at Hampden Park, Glasgow G42 9DE, and any successor thereto from time to time; where the context admits, references in these Articles to the Scottish Professional Football League shall be deemed to include The Scottish Professional Football League Limited;
"the Scottish Women's Premier League"	means the combination of association football clubs known as The Scottish Women's Premier League, operating under and administered and managed by The Scottish Women's Premier League Limited, a company incorporated under the Companies Act 2006 (Registered No. SC453428) and having its Registered Office at Hampden Park, Glasgow G42 9DE, and any successor thereto from time to time; where the context admits, references in these Articles to the Scottish Women's Premier League shall be deemed to include The Scottish Women's Premier League Limited;

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"Season"	means the period from the day of the Annual General Meeting in one year through to the day prior to the next Annual General Meeting;
"Secretary"	means the Secretary of the Scottish FA appointed by the Board in accordance with Article 69 and shall include, subject to the provisions of the Act, an assistant or deputy Secretary appointed in terms of Article 69;
"the South of Scotland Football League"	means the unincorporated association of football clubs called The South of Scotland Football League;
"supporter"	means an individual who follows or purports to follow a club;
"Team Official"	means the manager, assistant manager, or first team coach (or equivalent as applicable) of a club;
"Team Official/ Team Staff Form"	means the form as prescribed by the Board from time to time to be submitted by the club giving details of the Team Official and/or member of Team Staff, as the case may be, in accordance with Articles 5.3 and 10;
"Team Scout"	means a person employed or acting on behalf of a club, holding a licence issued by the Scottish FA, who undertakes scouting activities for and on behalf of such club;
"Team Scout Form"	means the form as prescribed by the Board from time to time to be submitted by the member giving details of its Team Scout(s) in accordance with Articles 5.4 and 10;
"Team Staff"	means those individuals, other than players, authorised to represent a club within the technical area at any match (including the Team Officials);
"UEFA"	means Union of European Football Associations;
"Unacceptable Conduct"	means Violent Conduct and/or Disorderly Conduct as the context so requires;
"Vice-President"	means the Vice-President of the Scottish FA elected in terms of Articles 56 and 57;
"Violent Conduct"	means conduct where there is (i) actual, attempted or threatened physical violence against a person or persons; or (ii) intentional damage to property;
"the West of Scotland Football League"	means the unincorporated association of football clubs called The West of Scotland Football League;
"the Women's Challenge Cup Competition"	shall have the meaning given to it in Article 62.2(b);
"the Women's Challenge Cup Competition Rules"	shall have the meaning given to it in Article 62.2(b);
"working day"	means a day (other than a Saturday or Sunday) on which banks are open for normal banking business in Scotland; and
"Youth Ambassador"	shall have the meaning ascribed to it in Article 51.5.1.

- ..2 In these Articles, unless expressly provided otherwise:-
  - (a) words and expressions which have particular meanings in the Act shall have the same meanings in these Articles;
  - (b) a reference to any statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, including any subordinate legislation from time to time made under it and any amendment or re-enactment, and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts;
  - (c) words importing the singular only shall include the plural and vice versa;
  - (d) words importing any gender shall include all genders;
  - (e) words importing natural persons shall include corporations;
  - (f) references to an "Article" are to the relevant article of these Articles;
  - (g) references to "printed forms", "forms" or "in writing" include the use of appropriate electronic media; and
  - (h) any phrase introduced by the terms "including", "includes" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.3 The headings in these Articles are inserted for convenience only and shall not affect the construction of these Articles.

#### 2. EXCLUSION OF TABLE C

- 2.1 The regulations contained in Table C in The Companies (Tables A to F) Regulations 1985 (as amended by The Companies (Tables A to F) (Amendment) Regulations 1985) and in any Table C applicable to the Scottish FA under any former enactment relating to companies shall not apply to the Scottish FA.
- 2.2 For the avoidance of doubt, the model articles for private companies limited by guarantee contained in Schedule 2 to The Companies (Model Articles) Regulations 2008 shall not apply to the Scottish FA.

## THE SCOTTISH FA AND ITS MEMBERSHIP

#### 3. THE SCOTTISH FA

The Scottish FA is a member of FIFA and UEFA. Accordingly, it is itself obliged to:-

- (a) observe the principles of loyalty, integrity and sportsmanship in accordance with the principles of fair play;
- (b) comply with the statutes, regulations, directives, codes and decisions and the International Match Calendar of FIFA, UEFA and the Court of Arbitration for Sport, and the Laws of the Game;
- (c) recognise and submit to the jurisdiction of the Court of Arbitration for Sport as specified in the relevant provisions of the FIFA Statutes and the UEFA Statutes;

- (d) use its best endeavours, to the extent legally permissible, to procure that in the final instance any dispute arising under these Articles (and which is referred to it) is determined by arbitration pursuant to Article 99; and
- (e) use its best endeavours to ensure that the leagues, clubs, players, officials, matches and Football Agents under its jurisdiction (through their statutes, licences, regulations or any other written document) acknowledge and accept all the above mentioned obligations and agree to be bound by and observe these Articles.

#### 4. MEMBERS

- 4.1 The aggregate number of full members of the Scottish FA shall be restricted to 200 and the Board may from time to time register an increase of such members within that limit.
- 4.2 Members shall be of two classes:- full members and registered members.
- 4.3 Notwithstanding anything contained in or implied by these Articles, the Affiliated National Associations shall be deemed to be full members of the Scottish FA.
- 4.4 Members cannot become members of any other National Association without the express authority of the Scottish FA, the prospective National Association and FIFA. For the avoidance of doubt, the express authority of the Scottish FA for the acceptance of membership in any other National Association can be granted only by the adoption of a special resolution to that effect by the members in a general meeting. Such general meeting, as aforesaid, to be arranged by the Board no later than three months before the notice of the member's intention to resign, retire from membership or cease for whatever reason being a member of the Scottish FA becomes effective. The Board shall have no power to grant such express authority on behalf of the Scottish FA, although it will have the power to issue recommendations in respect of any application made by any member pursuant to this Article 4.4.
- 4.5 In order to retain their full membership of the Scottish FA, members, which do not have a Club Licence, are required to secure such a Club Licence and those members which have a Club Licence, are required to retain their Club Licence throughout their entire period of membership. Without prejudice to the foregoing generality, each full member must operate at least one team in an adult competition organised by an Affiliated Association or league (formed with the consent of the Scottish FA in terms of Article 18). Failure to so secure and thereafter retain the Club Licence or failure to so operate at least one team in an adult competition, as aforesaid, shall be a cause for the Judicial Panel to consider the status of such membership of the Scottish FA in accordance with the terms of Article 15.
- 4.6 Notwithstanding any other provision of these Articles, an associate member shall be entitled to receive notice of and attend (by way of a representative appointed pursuant to Article 40.1) at all general meetings in accordance with the terms of these Articles, but shall not be entitled to speak or vote at any such general meeting or appoint another person as its proxy to attend, speak or vote at any such general meeting. Without prejudice to the foregoing, the associate member shall otherwise remain at all times bound by the obligations and liabilities of full membership.
- 4.7 The rights and privileges of each club and association which is a full member prior to the commencement of the 2019 Annual General Meeting, or to whom such full membership has been transferred with the approval of the Board, shall, for so long as its full membership is extant, be unaffected by the provisions of Article 4.6.

- 4.8 Notwithstanding the provisions of Article 4.6:
  - (a) the following provisions shall apply to any club which is an associate member immediately following the conclusion of the 2025 Annual General Meeting and which is entitled to play in the Scottish Professional Football League, or the Scottish Highland Football League, or the Scottish Lowland Football League, or the top division of the Scottish Women's Premier League during Season 2025/26:
    - (i) any such club shall be entitled to receive notice of, attend, speak and vote (including by way of proxy) at any general meeting which is held at any time when such club is entitled to play in any of the Leagues referred to in Article 4.8(a) (or in the top division of the Scottish Women's Premier League, as the case may be); and
    - (ii) the terms of Article 4.6 shall apply to any such club in respect of any general meeting which is held at any time when such club is not entitled to play in any of the Leagues referred to in Article 4.8(a) (or in the top division of the Scottish Women's Premier League, as the case may be); and
  - (b) the following provisions shall apply to any club which is or becomes an associate member following the conclusion of the 2025 Annual General Meeting and which is or was not entitled to play in the Scottish Professional Football League, the Scottish Highland Football League, the Scottish Lowland Football League or the top division of the Scottish Women's Premier League during Season 2025/26:
    - (i) the terms of Article 4.6 shall apply to such club unless and until such time as it shall become entitled to play in the Scottish Professional Football League or the top division of the Scottish Women's Premier League, in which case it shall be entitled to receive notice of, attend, speak and vote (including by way of proxy) at any general meeting which is held on or after the date on which such club is promoted to or otherwise becomes entitled to play in the Scottish Professional Football League or the top division of the Scottish Women's Premier League (as the case may be); and
    - (ii) in the event that any such club, having become entitled to play in the Scottish Professional Football League or the Scottish Women's Premier League, shall thereafter no longer be entitled to play in the Scottish Professional Football League (or in the top division of the Scottish Women's Premier League, as the case may be), the terms of Article 4.6 shall apply to such club in respect of any general meeting which is held on or after the date on which such club is relegated from or otherwise becomes no longer entitled to play in the Scottish Professional Football League (or in the top division of the Scottish Women's Premier League, as the case may be) unless and until such time as it shall thereafter become entitled to play again in the Scottish Professional Football League or the top division of the Scottish Women's Premier League, in which case the provisions of Article 4.8(b)(i) shall apply to the relevant club, subject always to the terms of this Article 4.8(b)(ii)
- 4.9 Without prejudice to the terms of Article 4.8, in exceptional circumstances, the Board shall, in its sole discretion and subject to such conditions as it determines to be appropriate, be entitled to determine that the terms of Article 4.6 shall not apply to a full member for such period of time as the Board determines to be appropriate, in which case such full member shall be a full member without any restriction on the rights and privileges of such membership and shall not be an associate member for such period of time and in accordance with such conditions (if any) as the Board shall have, in its sole discretion, so determined

#### 5. OBLIGATIONS AND DUTIES OF MEMBERS

- 5.1 All members shall:-
  - (a) observe the principles of loyalty, integrity and sportsmanship in accordance with the rules of fair play;
  - (b) be subject to and shall comply with:-
    - (i) these Articles:
    - (ii) the Judicial Panel Protocol;
    - (iii) the Challenge Cup Competition Rules and the Women's Challenge Cup Competition Rules (to the extent they are eligible to participate in the Women's Challenge Cup Competition);
    - (iv) the Registration Procedures;
    - (v) the International Match Calendar;
    - (vi) the Club Licensing Procedures; and
    - (vii) any statutes, regulations, directives, codes, decisions promulgated by the Board, the Professional Game Board, the Non-Professional Game Board, the Judicial Panel, a Committee or sub-committee, FIFA, UEFA or the Court of Arbitration for Sport;
  - (c) recognise and submit to the jurisdiction of the Court of Arbitration for Sport as specified in the relevant provisions of the FIFA Statutes and the UEFA Statutes;
  - (d) respect the Laws of the Game;
  - (e) refrain from engaging in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010; and
  - (f) behave towards the Scottish FA and other members with the utmost good faith.
- 5.2 Each member shall procure that its officials, its Team Officials and its players, and shall use its best endeavours to procure that its Team Staff, its employees and its Team Scout(s) (other than its officials, its Team Officials or players):-
  - (a) observe the principles of loyalty, integrity and sportsmanship in accordance with the rules of fair play;
  - (b) observe, submit to and comply with these Articles and the statutes, regulations;
  - (c) be subject to and shall comply with:-
    - (i) these Articles:
    - (ii) the Judicial Panel Protocol;
    - (iii) the Challenge Cup Competition Rules and the Women's Challenge Cup Competition Rules (to the extent they are eligible to participate in the Women's Challenge Cup Competition);
    - (iv) the Registration Procedures;
    - (v) the International Match Calendar;
    - (vi) the Club Licensing Procedures; and
    - (vii) any statutes, regulations, directives, codes, decisions promulgated by the Board, the Professional Game Board, the Non-Professional Game Board, the Judicial Panel, a Committee or sub-committee, FIFA, UEFA or the Court of Arbitration for Sport;
  - (d) recognise and submit to the jurisdiction of the Court of Arbitration for Sport as specified in the provisions of the FIFA Statutes and the UEFA Statutes;

- (e) observe the Laws of the Game; and
- (f) refrain from engaging in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010.
- 5.3 Each member shall procure that each of its Team Officials, and/or each member of Team Staff, as the case may be, completes, signs and submits to the Scottish FA the Team Official/Team Staff Form prior to taking up his post, save where the Scottish FA specifies that the information that would otherwise be contained within the Team Official/Team Staff Form can be submitted by some other means for the time being. Until a completed Team Official/Team Staff Form has been submitted to the Scottish FA (or the information that would otherwise be contained within the Team Official/Team Staff Form has been submitted by such other means as is specified by the Scottish FA for the time being), the Team Official, and/or each member of Team Staff, as the case may be, in question will not be eligible to gain access to the technical area at any match involving the club by which he ha been appointed.
- 5.4 Each member shall procure that each of its Team Scouts completes, signs and submits to the Scottish FA the Team Scout Form (or that the information that would otherwise be contained within the Team Scout Form has been submitted by such other means as is specified by the Scottish FA for the time being) prior to the taking up of his post.
- 5.5 Each member shall ensure that it advises its officials, Team Officials, Team Staff, Team Scouts and employees of all amendments to the Articles from time to time.
- 5.6 Each member hereby authorises the Scottish FA to communicate, engage and be the recipient of information, as the Scottish FA deems appropriate, with such governmental agencies (including to HM Revenue and Customs) in respect of the financial affairs and operations of such member, subject to a duty of confidentiality to the member.

#### 6. APPLICATION AND FEES

- 6.1 Clubs or associations undertaking to promote Association Football according to the Laws of the Game and these Articles and other rules of the Scottish FA may be admitted as registered members or full members, subject to the provisions of Articles 6.2 to 6.7 (both inclusive).
- 6.2 A club or association shall be admitted as a registered member automatically by reason of its being admitted as a member of an Affiliated Association or an Affiliated National Association, or in the case of a club through membership of or participation in an association, league or other combination of clubs formed in terms of Article 18 and in the case of an association by being formed in terms of Article 18, provided it is not already a full member. A registered member shall not be a member of more than one Affiliated Association or more than one Affiliated National Association, and (with effect from Season 2025/26) shall comply with the Minimum Operating Criteria. A registered member may apply at any time to become a full member.
- 6.3 A club or association desiring to qualify for full membership of the Scottish FA must meet, and commit to continuous compliance with, the Membership Criteria and amendments thereto as shall be promulgated by the Board from time to time in connection with the membership of the Scottish FA. No application for full membership of the Scottish FA shall be granted by the Board unless the Licensing Committee confirms to the Board that the applicant, if it is a club, has satisfied the minimum criteria as prescribed within the Club Licensing Procedures.

- Applicants for full membership shall use such printed forms as shall from time to time be prescribed by the Board. Applications for full membership shall be lodged with the Secretary and must be accompanied by a copy of the applicant's constitution or rules and any other information concerning the applicant which the Board may require, together with a remittance for the amount of the application fee. The a fee for an application for full membership submitted after the conclusion of the 2024 Annual General Meeting shall be £5,000. This application fee shall be subject to an increase following each subsequent Annual General Meeting which is equivalent to the 12-month increase in the Retail Prices Index (or such other measure of inflation as is used by the UK Government from time to time and is deemed appropriate by the Board) in the March immediately preceding the relevant Annual General Meeting (i.e. the increase following the 2025 Annual General Meeting will be equivalent to the increase in the Retail Prices Index between March 2024 to March 2025, and so on). The said application fee is non-refundable, irrespective of the finalisation and/or outcome of the application process as narrated above. An application for full membership must be received by the Scottish FA before 31st July in any calendar year in order for full membership to be granted to the relevant applicant immediately following the conclusion of the Annual General Meeting in the immediately following calendar year, provided that all requirements for full membership have been satisfied by the date of such Annual General Meeting.
- 6.5 A club or association accepted as a full member shall thereafter receive from the Secretary a copy of the Memorandum and these Articles, and such other rules and regulations of the Scottish FA as the Board may from time to time direct. These publications, in particular the Memorandum and these Articles, shall be placed in a convenient place so that any official, Team Official or player of such full member, on application, may have access thereto.
- 6.6 All applications for full membership shall be considered and decided by the Board and the Board's decision on the matter shall be final.
- 6.7 The constitutions of all Affiliated Associations, Affiliated National Associations and associations, leagues or other combinations of clubs formed in terms of Article 18 shall include a provision to the effect that membership of such body, or participation in any association, league or combination of clubs formed in terms of Article 18 operated by such body, confers registered membership of the Scottish FA.
- 6.8 It shall be for the Board (in its sole discretion) to determine whether more than one club is part of the same full member or registered member and whether any team(s) which are part of any such club is/are part of the same full member or registered member, notwithstanding that each such club or team may have a different owner(s) and/or operator(s). Without prejudice to the foregoing generality, the Board shall be entitled in its sole discretion to reject an application for full membership on the basis that it has determined that the applicant is part of an existing full member, notwithstanding that such applicant has a different owner(s) and/or operator(s) than such existing full member.
- 6.9 Only those clubs in full membership of the Scottish FA (or those clubs which are otherwise eligible to participate in the Scottish Professional Football League, the Scottish Highland Football League, the Scottish Lowland Football League or the Scottish Women's Premier League) are permitted to participate in professional leagues.

#### 7. CERTIFICATE OF MEMBERSHIP

Full members shall be entitled to a certificate of membership in such form and terms as the Board may determine.

#### R. ANNUAL SUBSCRIPTION

The annual subscription for a registered member shall be prescribed by the recognised football body of which it is in membership.

#### CONSTITUTION OF MEMBERS

Any change or changes in the constitution or in the rules of a full member or of a registered member which is entitled to participate in the Scottish Professional Football League, the Scottish Highland Football League, the Scottish Lowland Football League or the Scottish Women's Premier League or of a recognised football body shall become operative only if it is/they are submitted to the Secretary in writing by electronic communication or by recorded delivery letter and have been approved by the Board.

#### O. OFFICIAL RETURN

- 10.1 Each full member and each registered member which is entitled to participate in the Scottish Professional Football League, the Scottish Highland Football League, the Scottish Lowland Football League or the Scottish Women's Premier League shall lodge with the Secretary not later than 1st June in each year the Official Return and shall notify in writing without delay any subsequent changes to the details contained in such Official Return to the Secretary. Each full member and each registered member which is entitled to participate in the Scottish Professional Football League, the Scottish Highland Football League, the Scottish Lowland Football League or the Scottish Women's Premier League will procure that each official, office-bearer, secretary, director or member of the board of management or committee or Team Official or Team Staff of such member, and person with significant control over the member, will personally confirm to the Scottish FA, utilising the form prescribed by the Board, that:-
  - (a) he has been furnished with a copy of these Articles and that, having read in particular this Article 10 and Article 13, the information supplied by him using the prescribed form is complete, true and accurate; and
  - (b) he is a fit and proper person to hold such position within Association Football.

At the time of lodging the Official Return, as aforesaid, the member shall, without prejudice to its obligations under Article 10.4, disclose to the Scottish FA (i) any proposed changes to the details of any person listed on the Official Return, (ii) the appointment or other addition of any person, since the date of the last Official Return, who is required to be listed on the Official Return and (iii) any other matter relating to any person listed on the Official Return which the member (acting reasonably) believes may be relevant to the Board in determining whether such person is fit and proper to hold a position in Association Football.

#### 10.2 The Official Return shall include:-

- (a) details of all officials, office-bearers, secretary, directors or members of the board of management or committee of such member and Team Officials and Team Staff, with their full designation, profession, business or occupation and full service address; and
- (b) the required particulars of all persons with significant control over the relevant full member or registered member (as the case may be) and, in the event that any such person is a legal person, the required particulars of the natural person(s) who ultimately has/have significant control over each such legal person, provided that if any such legal person is a trust, the club shall not be required to provide any required particulars which it would not be required to disclose pursuant to Part 21A of the Act; or

(c) confirmation that the relevant full member or registered member (as the case may be) has established that it does not have any person with significant control or has reason to believe that there is/are a person(s) with significant control but has not been able to identify them,

together with, subject to and in accordance with the provisions of Article 13, full details of any interest which such member or any such official, office-bearer, secretary, director or member of the board of management or committee or Team Official or Team Staff of, or any person with significant control over, such member, and/or any of its or their respective associates (as defined in Article 13.5), has in any other member.

- 10.3 The Board must be satisfied that any each of the persons included in an Official Return pursuant to Article 10.2 is fit and proper to hold such position within Association Football. The Board hereby reserves its discretion as to whether or not such a person is fit and proper, as aforesaid, after due consideration of all relevant facts which the Board has in its possession and knowledge, including the undernoted list which is acknowledged to be illustrative and not exhaustive:-
  - (a) in relation to the assessment of whether he is fit and proper, as aforesaid, he has failed to provide all relevant information, or provided false, misleading or inaccurate information;
  - (b) he is bankrupt or has made any arrangement or composition with his creditors generally which is current, or has been bankrupt or made any arrangement or composition with his creditors generally on two or more occasions, irrespective of whether any such bankruptcy or arrangement or composition has been discharged;
  - (c) he is under or is pending suspension imposed or confirmed by the Scottish FA;
  - (d) he is listed in the Official Return of another club in full membership;
  - (e) he is currently participating as a player of another member club or referee in Association Football, or is a Football Agent;
  - (f) he is the subject of an endorsed Disclosure from Disclosure Scotland;
  - (g) he has been disqualified as a director pursuant to a disqualification order granted under the Company Directors' Disqualification Act 1986 within the previous five years or was serving a disqualification as a director pursuant to such Act at any time within the previous five years or has been subject to two disqualifications as a director pursuant to such Act, irrespective of when such disqualifications were imposed;
  - (h) he has been convicted (whether within or outside Scotland) within the last 10 years of (i) an offence liable to imprisonment of two years or over or (ii) any offence involving any act which could reasonably be considered to constitute or involve corruption, dishonesty, fraud, violence, a sexual offence, perverting the course of justice or a serious breach of any requirement under the Act or the Companies Act 1985;
  - (i) he is subject to any unsatisfied judgment or court order for payment of any monetary amount (provided all appeal rights have been exhausted);
  - (j) he is subject to a suspension or ban from involvement in the administration of a sport by any ruling body of a sport that is recognised by the International Olympic Committee, sportscotland, another sports council of any part of the United Kingdom, or any other national or international sporting association or governing body, whether such suspension or ban is direct or indirect;

- (k) he has been suspended or expelled by a National Association from involvement in the administration of a club;
- (I) he is subject to any form of suspension, disqualification or striking-off by any
  organisation which the Board considers to be a professional body, whether such
  suspension, disqualification or striking-off is direct or indirect;
- (m) he is subject to a suspension or ban or other form of disqualification by any United Kingdom or Scottish government appointed regulatory body and/or any equivalent body of competent jurisdiction anywhere in the world;
- (n) he has been subject to two or more suspensions, bans, disqualifications, expulsions or strikings-off as set out in Articles 10.2(j) to (m) (both inclusive), irrespective of whether they are current or not;
- (o) he has been removed from acting as a trustee of a pension scheme by the Pensions Regulator or a court, or has otherwise seriously contravened the pensions regulatory system (whether in the United Kingdom or by any equivalent body or court of competent jurisdiction anywhere in the world);
- (p) he has been a director (or equivalent) of a club in membership of any National Association within the 5-year period preceding such club having undergone an Insolvency Event;
- (q) he is currently under or is pending suspension imposed by or confirmed by the Scottish FA in accordance with the Anti-Doping Regulations;
- (r) he is the subject of a Determination (as defined in the Judicial Panel Protocol);
- (s) he (or any entity of which he is a shareholder, director or equivalent) is or has at any time in the preceding 5-year period been subject to sanctions imposed by the United Kingdom government.

All such persons (including the Team Officials and Team Staff) by allowing their details to be included on the Official Return or any amendment thereto, thereby agree to be bound by, comply with and be subject to these Articles and rules and regulations of the Scottish FA (as amended from time to time) whose decision on all matters shall be final and binding, subject to any appeals or arbitration procedure available in terms of or promulgated under these Articles, and the Official Returns and amendments thereto shall display prominently a notice to this effect.

10.4 In addition and without prejudice to the requirements imposed on members under Article 10.1, members shall intimate (i) any proposed changes to the details of any person listed on the Official Return, (ii) the appointment or addition of any person who is required to be listed on the Official Return and (iii) any other matter relating to any person listed on the Official Return which the member (acting reasonably) believes may be relevant to the Board in determining whether such person is fit and proper to hold a position in Association Football, in each case to the Scottish FA from time to time by submitting any such proposed changes, appointments or matters to the Secretary within 10 working days of the effective date of such proposed changes, appointments or matters arising or coming to the attention of the relevant member, and the Board must be satisfied that such changes, appointments, additions or matters are bona fide before granting permission thereto. In the event that any such changes, appointments, additions or matters relate specifically to the appointment(s) of a Team Official of such member, the appointment must be intimated to

the Scottish FA by the club by means of the Team Official/Team Staff Form (or such other means as is specified by the Scottish FA for the time being) and all in accordance with this Article 10. Notwithstanding the foregoing, in the event that any such changes relate to resignations, the member is required to intimate such change as soon as reasonably practicable after the resignation is effective. Without prejudice to the foregoing provisions of this Article 10.4, the Board may consider any matter relating to the question of whether any person listed on the Official Return of any member is fit and proper to hold a position in Association Football irrespective of the means by which any such matter has come to its attention.

- 10.5 All members shall ensure that all persons required to be specified on the Official Return, in accordance with this Article 10, are so specified on the Official Return and any variations thereto. All appointments and additions must be intimated to the Scottish FA by means of the relevant form as prescribed by the Board from time to time, not being the Official Return.
- 10.6 A recognised football body which is entitled to nominate a representative to the Congress in terms of Article 51 shall similarly lodge with the Secretary not later than 1st June in each year the Official Return as provided in this Article 10. A recognised football body shall comply with the terms of Articles 10.4, 10.5 and 10.7.
- 10.7 In accordance with Article 5, members shall give full effect to all decisions of the Board in respect of the Board's determinations pursuant to this Article 10, subject to all rights of appeal by the relevant official, office-bearer, secretary, director, or member of the board of management or committee, Team Official or Team Staff of such member, or person with significant control over such member, having been waived or exhausted.
- 10.8 Each club in full membership and each club in registered membership which is entitled to participate in the Scottish Professional Football League, the Scottish Highland Football League, the Scottish Lowland Football League or the Scottish Women's Premier League shall in its Official Return (or by such other means as the Board deems appropriate from time to time) register:
  - (a) its name;
  - (b) its Club Crest;
  - (c) its Home Shirt Colours, provided that where the Board considers (acting reasonably) that the details of the Home Shirt Colours registered by a club do not accurately reflect the club's Home Shirt Colours, the Scottish FA shall (i) reject the details submitted, (ii) identify to the club those details which the Board considers to be inaccurate and (iii) require that the club resubmit the details, with the inaccuracies rectified;
  - (d) the name and location of its registered ground; and
  - (e) its playing field dimensions,

and any such club wishing to make any alteration to its name, its Club Crest, its Home Shirt Colours, the name or location of its registered ground, or its playing field dimensions must first obtain the prior written consent of the Board. No club in registered membership shall adopt in whole or in part the name of a club in full membership without the prior written consent of the Board.

10.9 Not later than 15 working days (or such shorter period of time as the Board shall, in its sole discretion, allow) prior to completion of a proposed Change of Control of any club, the board of directors or the board of management or committee (as the case may be) of such club or the insolvency practitioner in relation to such club immediately prior to completion of the proposed Change of Control shall prepare and deliver to the Scottish FA (in such form as the Scottish FA shall prescribe from time to time) a certificate signed by an authorised signatory of the board of directors or the board of management or committee (as the case may be) of such club or the insolvency practitioner in relation to such club immediately prior to completion of the proposed Change of Control confirming that they have conducted an investigation into the provenance of the person(s) whom it is proposed shall take Control of the club, having regard to the factors listed in Article 10.2, together with such other factors as they (acting reasonably) think fit. In the event that the Board is not satisfied that any such person(s) is or are fit and proper to hold a position within Association Football and determines that the board of directors or the board of management or committee (as the case may be) of the relevant club or the insolvency practitioner in relation to such club immediately prior to completion of such proposed Change of Control which prepared the certificate referred to in this Article 10.9 did not act with due care and attention in doing so, the club shall be deemed to be in breach of these Articles and the Judicial Panel will have jurisdiction to deal with any such breach and to impose sanctions in relation to it as prescribed within the Judicial Panel Protocol.

In addition to and without prejudice to the foregoing generality, the Scottish FA shall be provided with such additional information in respect of the proposed transaction as the Board deems appropriate, as soon as reasonably practicable prior to the Change of Control.

10.10 In the event that the Board considers that a person is not fit and proper to hold a relevant position within Association Football, the Board shall determine (in its sole discretion) what, if any, actions/consequences will apply in such circumstances.

#### 11. DISCLOSURE OF PERSONS WITH SIGNIFICANT CONTROL

- 11.1 Without prejudice to the terms of Article 10, each club shall take reasonable steps to provide the Scottish FA with:
  - (a) the required particulars of all persons with significant control over the club and, in the event that any such person is a legal person, the required particulars of the natural person(s) who ultimately has/have significant control over each such legal person, provided that if any such legal person is a trust, the club shall not be required to provide any required particulars which it would not be required to disclose pursuant to Part 21A of the Act; or
  - (b) confirmation that it has established that it does not have any person with significant control or has reason to believe that there is/are a person(s) with significant control but has not been able to identify them,

in each case as soon as reasonably practicable following (i) a Change of Control or (ii) receipt of a written request from the Scottish FA to do so.

- 11.2 For the purposes of these Articles:
  - (a) a club's compliance with its obligations under section 790D of the Act and any guidance published by the Department for Business, Innovation & Skills from time to time in relation to identifying persons with significant control for the purposes of Part 21A of the Act shall be taken into account in determining whether a club has taken reasonable steps to provide the information or confirmation referred to in Article 11.1;

- (b) the "required particulars" are:
  - for natural persons, name, service address, country or state (or part of the United Kingdom) in which the individual is usually resident, nationality and date of birth;
  - (ii) for legal persons, name, register in which it is entered and registration number (if any), registered or principal office, legal form and law by which it is governed; and
  - (iii) for all persons, the date on which that person became a person with significant control, the nature of that person's control, which of the conditions for being a person with significant control that person meets and that person's level of interest in the club;
- (c) a "person with significant control" is a person that (either alone or as one of a number of joint holders of the share or right in question) meets one or more of the following conditions:
  - directly or indirectly holding more than 25% of the nominal share capital of the club or, if the club does not have a share capital, holding a right to share in more than 25% of the capital or, as the case may be, profits of the club;
  - (ii) directly or indirectly controlling more than 25% of the votes at general meetings of the club or, if the club does not hold general meetings at which matters are decided by the exercise of voting rights, exercising a right under the constitution of the club to block changes to the overall policy of the club or to the terms of its constitution;
  - (iii) directly or indirectly having the ability to appoint or remove those members of the board of directors or the board of management or committee (as the case maybe) of the club who hold a majority of the voting rights at meetings of the board of directors or the board of management or committee (as the case may be) of the club on all or substantially all matters;
  - (iv) holding the right to exercise (or actually does exercise) significant influence or control over the club;
  - (v) holding the right to exercise (or actually does exercise) significant influence or control over any trust or firm which has significant control (under one of (i) to (iv) above) over the club; and
- (d) regard must be had to any guidance issued by the Secretary of State about the meaning of "significant influence or control" for the purposes of Schedule 1A to the Act in interpreting references in this Article 11 to "significant influence or control".
- 11.3 The Scottish FA shall be entitled to publish any required particulars provided to it pursuant to Article 10 or Article 11.1 to the extent that the club is required by law (or has otherwise elected) to keep any such required particulars available for inspection or submit them to a public register pursuant to Chapter 3 or Chapter 4 of Part 21A of the Act. For the avoidance of doubt, the Scottish FA shall not publish any such required particulars which are not otherwise generally available to the public or which are subject to protection from disclosure pursuant to section 790ZF of the Act or regulations made pursuant to section 790ZG of the Act.
- 11.4 Any failure by a club to comply with its obligations under Article 11.1 shall be deemed to be a breach of these Articles and the Judicial Panel will have jurisdiction to deal with any such breach and to impose sanctions in relation to it as prescribed within the Judicial Panel Protocol.

#### 2. FINANCIAL RECORDS

- 12.1 All clubs and recognised football bodies shall keep and maintain for a minimum period of 5 years detailed financial books and records in connection with their trading activities, including details of the ground and stand admissions, members tickets, turnstile arrangements and all other related activities.
- 12.2 The Board may arrange for an inspection of, and may require the relevant club or recognised football body to provide copies of, all such books, records and details for any purpose, including but not limited to Club Licensing. Such inspection may be conducted by the Board, or by such authorised employees of the Scottish FA, the Scottish FA's auditors or other professional advisers duly appointed by the Board on giving to any club or recognised football body reasonable notice of its intention to do so.
- 12.3 All payments, benefits or consideration of any description which are to be made to a player by or on behalf of a club in respect of or in connection with that player's playing or training activities for the said club (other than re-imbursement of expenses actually incurred) must be fully recorded within a written agreement between the club and the player which must be submitted to the Scottish FA.

#### 13. DUAL INTERESTS IN CLUBS

- 13.1 Except with the prior written consent of the Board:-
  - (a) no club or nominee of a club; and
  - (b) no person, whether absolutely or as a trustee, either alone or in conjunction with one or more associates or solely through an associate or associates (even where such person has no formal interest), who:-
    - (i) is a member of a club; or
    - (ii) is involved in any capacity whatsoever in the management or administration of a club; or
    - (iii) has any power whatsoever to influence the management or administration of a club,

may at the same time either directly or indirectly:-

- (A) be a member of another club; or
- (B) be involved in any capacity whatsoever in the management or administration of another club; or
- (C) have any power whatsoever to influence the management or administration of another club.
- 13.2 Except with the prior written consent of the Board, any person who:-
  - (a) is a member of a club;
  - (b) is involved in any capacity whatsoever in the management or administration of a club; or
  - (c) has any power whatsoever to influence the management or administration of a club

may not take up any such role with another club until such time as the Scottish FA is reasonably satisfied that such person has ceased to hold such role in the first club. If this would require the relevant person to transfer his shares in the first club, the Scottish FA must be reasonably satisfied that the share transfer has been completed and that the shares have not been transferred to an associate. The criteria for assessing whether the position is satisfactory or not shall include provision to the Scottish FA of:-

- a certified true copy of the register of members of the first club (or such other evidence as the Board, acting reasonably, shall accept) showing that the relevant person is no longer a member and that the shares have not been transferred to a person who is an associate; and
- (ii) a certificate from the secretary of the first club confirming that the procedures applied in the transfer of the shares by the person to whom this Article 13.2 applies complies with such club's constitution in all respects.

The Scottish FA must be reasonably satisfied about the transfer of his shares in the first club before such person can take up any such role at another club. The relevant person shall only be entitled to take up any of the aforementioned roles at another club prior to the transfer of his shares in the first club if the Scottish FA is reasonably satisfied that the shares have been placed into an irrevocable trust of which neither he nor any of his associates is a beneficiary and that he cannot exercise any rights or be entitled to any privileges in respect of such shares or such other arrangement is entered into in respect of the shares which the Scottish FA is satisfied (acting reasonably) achieves the same outcome.

- 13.3 Without prejudice to Article 13.1 or Article 13.2:-
  - (a) any club or nominee of a club; and
  - (b) any person who is a member of a club, is involved in any capacity whatsoever in the management or administration of a club, or has any power whatsoever to influence the management or administration of a club,

shall notify the Board in writing prior to any event taking place which would result in it/him:-

- (i) becoming a member of another club;
- (ii) becoming involved in any capacity whatsoever in the management or administration of another club; or
- (iii) having any power whatsoever to influence the management or administration of another club.
- 13.4 The Scottish FA is authorised to request:-
  - (a) full disclosure of the identity of all of the shareholders of a member and details of all beneficial interests represented by any such shareholder; and
  - (b) all such details and ask all such questions as it deems necessary (acting reasonably) for the purpose of establishing the involvement of a club (or its nominee) or any other person in, or its/his power to influence, any club,

and all members and other relevant persons under the jurisdiction of the Scottish FA will be required to meet all such requests and to answer all such questions without delay, subject to any applicable law which it/he can demonstrate to the satisfaction of the Scottish

FA (acting reasonably) prohibits it/him from doing so. Failure to do so will constitute a breach of these Articles and the Judicial Panel will have jurisdiction to deal with any such breach and to impose sanctions in relation to it.

- 13.5 For the purposes of this Article 13:-
  - (a) "club" means any club in membership of the Scottish FA and any club in membership of an association in membership of UEFA;
  - (b) "person" includes any body corporate and a partnership;
  - (c) "associate" means:-
    - (i) if the person referred to is an individual, (1) a close relative of that individual, including that individual's spouse, common law spouse, civil partner, parent, step parent, child, stepchild, uncle, aunt, nephew or niece, or a child or stepchild of such parent or spouse, common law spouse or civil partner or anyone else of a close relationship to that individual who in the opinion of the Board is or is likely to be acting in conjunction with that individual, (2) any company of which that individual or a close relative of such individual is a director or over which that individual or a close relative of such individual is able to exercise control or influence, and (3) any individual who is an employee or partner of that individual or a close relative of any such employee or partner; and
    - (ii) if the person referred to or any associate of that person is a body corporate, (1) any other body corporate associated with it either through the holding of shares in it or by reason of control by contract or other form of agreement, (2) any director or employee of that body corporate or other associated body corporate or any close relative of any such director or employee, and (3) where any person has an agreement or arrangement, whether legally binding or not, with any other person in relation to the exercise of his voting power in a club or in relation to the holding or disposal of his interest in such club, that other person; and
  - (d) "member" means involvement directly or indirectly (and whether as principal, trustee, nominee, beneficiary or in any other capacity) in a club as a shareholder, holder of options over any share, holder of convertible loans or securities or any like instrument, member of a company limited by guarantee, the holder of an interest in any unincorporated voluntary association, or as possessor of any other right of ownership or control in relation to a club.
- 13.6 In considering whether to give any such consent as may be required by this Article 13, the Board shall have regard to the need to promote and safeguard the interests and public profile of Association Football, its players, spectators and others concerned with the game of Association Football and shall have regard also to these Articles, the rules and regulations of the Scottish FA and to the constitution and rules of those bodies of which the Scottish FA is in membership. The Board shall not grant any such consent to the extent that it considers doing so would jeopardise the integrity of any match or competition.
- 13.7 Any consent granted by the Board under this Article 13 shall be subject to such conditions as the Board shall consider appropriate in all the circumstances. Without prejudice to the foregoing generality, the Board may (in its sole discretion) impose a time limit on any consent granted by it under this Article 13 and, upon the expiry of any such time limit, the Board may review its decision to grant the relevant consent and (at its sole discretion) withdraw such consent. In the event that the Board withdraws any consent granted by it under this Article 13 at any time, the club or person which is a member of, involved in any

capacity whatsoever in the management or administration of, or has any power whatsoever to influence the management or administration of, more than one club shall take all such steps within such period of time as the Board shall require (acting reasonably) to procure that it/he is no longer a member of, involved in any capacity whatsoever in the management or administration of, or has any power whatsoever to influence the management or administration of, more than one club.

#### 14. PROHIBITION ON TRANSFER OF MEMBERSHIP

- 14.1 It is not permissible for a member to transfer directly or indirectly its membership of the Scottish FA to another member or to any other entity, and any such transfer or attempt to effect such a transfer is prohibited, save as otherwise provided in this Article 14. Any member desirous of transferring its membership to another entity within its own administrative group for the purpose of internal solvent reconstruction must apply to the Board for permission to effect such transfer, such consent not to be unreasonably withheld or delayed. Any other application for transfer of membership will be reviewed by the Board, which will have complete discretion to reject or to grant such application on such terms and conditions as the Board may think fit.
- 14.2 Any member which is in breach of the provisions of Article 14.1 shall, if required, indemnify the Scottish FA, its players, the relevant recognised football body and its members against all losses, damages, liabilities, costs or expenses suffered or incurred by the Scottish FA, its players, the relevant recognised football body and its members which result directly or indirectly from such breach, including any loss of income or profits from any undertaking, commercial liaison, sponsorship, or arrangement entered into by the Scottish FA, its players, the relevant recognised football body or by any of its members.

#### 15. SUSPENSION OR TERMINATION OF MEMBERSHIP

- 15.1 Subject to Article 15.3 full membership may be suspended or terminated by the Judicial Panel.
- 15.2 Registered membership shall be terminated automatically on the termination of the registered member's membership of or participation in an Affiliated Association or an Affiliated National Association or any other recognised football body.
- 15.3 In respect of a Determination by a tribunal appointed from the Judicial Panel of the sanctions of suspension or termination of full membership, subject to the provisions set out below, all members will have the right to request a further appeal (following Determination by an Appellate Tribunal in terms of the Judicial Panel Protocol) against any such Determination to a freshly constituted Appellate Tribunal (a "Second Appellate Tribunal").
  - (a) A request for further appeal shall be restricted to the following four grounds:- that the Appellate Tribunal constituted under the Judicial Panel Protocol (the "First Appellate Tribunal") (1) failed to give the member a fair hearing, (2) acted outwith its powers, (3) issued a Determination which it could not properly have issued on the facts of the case, or (4) made a determination of sanctions which were excessive or inappropriate.
  - (b) A member may, not less than three working days after the date on which the Determination of the First Appellate Tribunal was communicated or delivered to the member, request that First Appellate Tribunal issue reasons in respect of its Determination that the sanctions of suspension or termination of full membership be imposed.
  - (c) A member wishing to request a further appeal shall send written notice of its request (a "Request") to the Secretary, which request shall comprise the same details

as required by Paragraph 15.2.1.4 of the Judicial Panel Protocol, together with a with a full statement of its permitted grounds of appeal and the nature and detail of each ground(s) upon which the member requests to rely. Such a Request shall be delivered to the Secretary within five working days following communication or delivery of the communication of the First Appellate Tribunal's final Determination; or, where reasons were timeously requested, within five working days following the communication or delivery of reasons (failing which the right to request a further appeal shall fall).

- (d) The Request, and any submission to a Second Appellate Tribunal, shall only refer the question of the sanction of suspension or termination of full membership and any other sanction(s) imposed by the First Appellate Tribunal or by a preceding first instance tribunal shall not be reviewed by the Second Appellate Tribunal and shall remain effective.
- (e) Upon receipt of a Request, the Secretary shall submit such request to the Board. The Board shall decide, in its sole discretion, whether to give leave for a further appeal in terms of this Article 15.3. The Board shall generally deliver its decision within 14 days following its receipt of the Request.
- (f) A Second Appellate Tribunal shall proceed in accordance with the same provisions of the Judicial Panel Protocol which apply to an Appellate Tribunal, save that the Request shall be deemed to be the Notice of Appeal in terms of Paragraph 15.2.1 and the Deposit shall be paid within 7 days of the date of the Board's letter giving leave for the second appeal. A member shall forfeit its right to further appeal if such member fails to pay the Deposit timeously.
- (g) For the avoidance of doubt, there shall be no further appeal from the Determination of a Second Appellate Tribunal. The Determination of a Second Appellate Tribunal will be final and binding.

#### 16. CESSATION OF MEMBERSHIP

- 16.1 Except with the prior written consent of the Board, subject to the terms of Article 4.4 and further on such terms as specified by the Board, no full member shall resign, retire or cease for whatever reason to be a member of the Scottish FA unless it shall have given a minimum of 2 full Seasons' prior written notice of its intention to do so and such member does not owe any money to the Scottish FA or to any other member, or player or recognised football body on the expiry of such notice. The prior written notice required from the member, as aforesaid, shall be irrevocable. In the event that subsequent to providing such written notice the member intimates a desire not to resign, retire or cease for whatever reason to be a member of the Scottish FA, the written notice shall nonetheless remain extant and if the member wishes to continue in membership of the Scottish FA, it shall be required to apply for membership of the Scottish FA in accordance with Article 6.
- 16.2 Any full member which is in breach of the provisions of Article 16.1 shall, if required, indemnify the Scottish FA and its members, players and recognised football bodies against all losses, damages, liabilities, costs or expenses suffered or incurred by the Scottish FA and its members, players and recognised football bodies which result directly or indirectly from such breach, including any loss of income or profits from any undertaking, commercial liaison, sponsorship, or arrangement entered into by the Scottish FA or by any of its members.
- 16.3 A club or association ceasing to be a member for whatever reason shall thereupon forfeit all privileges of membership, save that liability as provided for in the Memorandum shall nevertheless continue. Any club or association ceasing to be a member for whatever

reason shall nevertheless remain liable for and shall pay to the Scottish FA, its members, the players and recognised football bodies all monies which at such time may be due by such club or association to the Scottish FA, its members, the players and recognised football bodies.

#### 17. DISSOLUTION OF THE SCOTTISH FA

If upon the winding up or dissolution of the Scottish FA there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed amongst the members but shall be given or transferred to some other society, institution or organisation having objects similar to the objects of the Scottish FA and which shall prohibit the distribution of its income and property among its members to an extent at least as great as is imposed on the Scottish FA under or by virtue hereof, such a society, institution or organisation to be determined by the full members of the Scottish FA at or before the time of dissolution, and if and so far as effect cannot be given to such provision then to some charitable object.

## **CLUBS, ASSOCIATIONS, LEAGUES, MATCHES, ETC.**

#### 18. FORMATION OF ASSOCIATIONS, LEAGUES, ETC.

- 18.1 Associations, leagues or other combinations of clubs, officials, players or referees shall only be formed with the consent of the Scottish FA.
- 18.2 An Affiliated National Association may, where appropriate, and subject to the overriding authority of the Scottish FA, give consent to the formation of an association, league or other combination of clubs, officials or players which would normally be expected to participate in that grade of football.
- 18.3 All associations, leagues or other combinations of clubs, officials, players or referees shall observe these Articles and the rules, regulations, bye-laws and decisions of the Scottish FA.
- 18.4 All applications for consent to operate leagues and competitions other than leagues or competitions which come under the jurisdiction of an Affiliated National Association shall be lodged with the Secretary on a form approved by the Board accompanied by a copy of the applicant body's relative constitution and rules, and applications for continuance must be made on this form annually to be lodged with the Secretary not later than 30th June along with notification of any proposed alterations to such constitution and rules which must be approved by the Board before becoming operative.
- 18.5 Applications for consent to operate leagues and competitions which come under the jurisdiction of an Affiliated National Association shall be made in accordance with the respective provisions of such bodies.
- 18.6 Any association, league, or other combination of clubs, officials, players, or referees failing or refusing to obtain approval in conformity with Articles 18.1 and 18.2 shall be held to be ineligible and unauthorised and shall be debarred from all privileges and rights obtainable through membership of the Scottish FA or an Affiliated National Association.

#### 19. CHARITY COMMITTEES, ETC.

Charity committees or associations shall not be formed without the prior written consent of the Board and on such terms as determined by the Board as it deems appropriate.

#### 20. MATCHES

- 20.1 In any match played under the jurisdiction of the Scottish FA, other than the exception permitted in Article 20.2, all of the participating players shall be of the same gender.
- 20.2 Matches involving male and female players may be played, provided that all of the participating players are not older than 15 years of age on 1 January of the calendar year in which the season commenced.
- 20.3 The involvement of male and female players in footballing activities at any coaching or instructional course or event approved by the Scottish FA shall not be deemed to be matches for the purpose of Article 20.1.

#### 21. APPROVAL OF MATCHES/COMPETITIONS

- 21.1 Subject to the terms of Article 18.4, a recognised football body or club may not participate in, organise or promote a football match or football competition, whether or not within Scotland, which is not approved by the Board and, where appropriate, the National Association in whose territory the football match or football competition will be held and of FIFA, except in exceptional circumstances. When seeking approval for such a football match or football competition such football body or club must submit the relevant football match or football competition regulations to the Board for prior approval. Prior written notice of such match or competition shall be lodged with the Secretary by the recognised football body or club concerned, unless otherwise pre-determined as specified hereinafter. If a match or competition is or is to be arranged through the services of an agent, such agent must be in possession of a FIFA and/or a UEFA match agent's licence.
- 21.2 A full member club may play in matches or competitions which are organised or promoted or approved by the Scottish FA and in matches or competitions which are included in the Scottish FA's Register of Competitions, which is compiled annually. The prior written approval of the Board must be obtained for all proposed friendly matches involving a club in full membership. A club in full membership desiring to play or stage such a match must ensure that it does not conflict with a scheduled match of any neighbouring club which is in full membership.
- 21.3 Once submitted to and approved by the Board in accordance with Article 21.1, football match or football competition regulations need not be re-submitted on an annual basis to the Scottish FA unless there are proposed changes to the previously lodged submissions.
- 21.4 A registered member club, provided that it is eligible to do so, may play in a match or competition:-
  - (a) which is organised or promoted by the Scottish FA;
  - (b) which is included in the Scottish FA's Register of Competitions; or
  - (c) which is under the jurisdiction of an Affiliated National Association.
- 21.5 A recognised football body or club may not participate in, organise or promote a football match or football competition involving a club or team which is not under the jurisdiction of the Scottish FA without the permission of the Scottish FA. Permission may be withheld if such club or team is not under the jurisdiction of a National Association in membership of FIFA
- 21.6 A recognised football body or club intending to participate in, organise or promote a football match or football competition is required to observe the following conditions:-

- (a) the consent of the Scottish FA must be obtained before any contract or agreement relative to such match or competition is concluded;
- (b) except as permitted under FIFA or UEFA regulations governing licensed match agents, a percentage of receipts from such match or competition may not be paid to any person or organisation arranging such a match or competition nor shall any other payment, whether in respect of a refund of expenses incurred or for any other reason, be made to any such person or organisation;
- (c) application in writing for permission to participate in, organise or promote such match shall be lodged with the Secretary at least 7 days before the proposed date of such match;
- (d) application in writing for permission to participate in, organise or promote such competition shall be lodged with the Secretary at least 84 days (or such shorter period of time as the Board shall, in its sole discretion, allow) before the starting date of such competition and shall include:-
  - (i) if the competition is to be played in Scotland, a copy of the competition rules and the names of the teams intending to take part together with a copy of a letter from the National Association or other relevant football body under whose jurisdiction each team normally participates confirming that such team is authorised to participate; or
  - (ii) if the competition is to be played outwith Scotland, a copy of the competition rules translated if appropriate, together with proof of the authorisation of the competition by the National Association concerned and of the approval of the rules thereof by FIFA or by UEFA, as the case may be.
- 21.7 Clubs and players shall not compete in any match or competition where the number of players on each side is more than 5, the proceeds of which are not devoted to an authorised club or recognised football body or to some other object approved by the Scottish FA or by an Affiliated National Association where all the players involved in the match come under the jurisdiction of an Affiliated National Association. The playing of matches by private individuals for speculative purposes shall not be permitted.

#### 22. TESTIMONIAL MATCHES

- 22.1 Testimonial matches may only be played with the consent of and subject to conditions approved by the Board, and applications shall be submitted in writing to the Secretary unless the beneficiary is a player, Team Official or official who would normally participate under the jurisdiction of an Affiliated National Association and both teams in such a match would likewise normally participate under the jurisdiction of an Affiliated National Association, in which case the application shall be considered and determined by the Affiliated National Association concerned. An audited income and expenditure statement relative to each testimonial match, and all corroborative vouchers and receipts, must be lodged with the Secretary or with the secretary of the Affiliated National Association concerned not later than 60 days after the date of such match, unless as otherwise authorised by the Board.
- 22.2 An application to play a testimonial match on behalf of a player of amateur status may be approved only if the player is in ill health and a medical certificate is produced, and the Board or the Affiliated National Association concerned is satisfied that there is good reason to play a match for such purpose.

22.3 A club may at its discretion, and with the prior permission of the Board or the Affiliated National Association concerned, allow the use of its ground for the purpose of a testimonial match.

#### 23. TRANSMISSION OF MATCHES

A match played under the jurisdiction of the Scottish FA shall not be transmitted in whole or in part, in any form, or by any means, whether electronic, mechanical, recording, film, video, over the air, via cable, via the Internet (including online streaming), via mobile telephones, on demand, or otherwise, except with the prior consent of the Board. The Scottish FA shall retain all copyright and other intellectual property rights in matches in the Challenge Cup Competition, the Women's Challenge Cup Competition and any other competitions played under the direct control of the Scottish FA.

#### 24. NOT USED

#### 25. MATCH FINANCES: COMPLAINTS

In any match not governed by the rules of a competition, any complaint relating to financial matters must be lodged with the Secretary in writing within 28 days from the date upon which the match was played or should have been played.

#### 26. GAMBLING

- 26.1 A club, official, Team Official or other member of Team Staff, player, referee or other person under the jurisdiction of the Scottish FA shall not gamble in any way on a football match. Any such club or person found guilty of gambling of any description on football shall be deemed guilty of misconduct and shall be liable to such sanctions in respect thereof as are prescribed within the Judicial Panel Protocol.
- 26.2 A club, official, Team Official, other member of Team Staff, player, referee or other person under the jurisdiction of the Scottish FA knowingly behaving in a manner, during or in connection with a match in which the party has participated or has any influence, either direct or indirect, which could give rise to an event in which they or any third party benefits financially through gambling shall be deemed guilty of serious misconduct and shall be liable to such sanctions in respect thereof as are prescribed within the Judicial Panel Protocol.

#### 27. MISCONDUCT WITH INTENT TO INFLUENCE RESULT

- 27.1 Without prejudice to the generality of Articles 5.1(e) and 5.2(f), a club, official, Team Official or other member of Team Staff, player, referee or other person directly or indirectly offering or receiving a bonus or any other inducement to or from another club, official, player, referee or other person to influence the result of a match or otherwise affect the conduct of a match shall be deemed guilty of serious misconduct.
- 27.2 Any club, official, Team Official or other member of Team Staff, player, referee, match official or other person under the jurisdiction of the Scottish FA who has been approached to be the target or is the target of attempted bribery must notify the Scottish FA forthwith.

#### 28. RESPONSIBILITY OF CLUBS/BEHAVIOUR OF SPECTATORS

28.1 Each club shall ensure, so far as is reasonably practicable, the safety, good conduct and good behaviour of its supporters at any match. A club playing a match at its own ground or

- allowing its ground to be used for a match in which it is not participating shall also ensure, so far as is reasonably practicable, the safety, good conduct and good behaviour of all spectators at that match.
- 28.2 A recognised football body which is directly responsible for organising a match under its jurisdiction shall ensure, so far as is reasonably practicable, the safety, good conduct and good behaviour of spectators at such match.
- 28.3 Any misbehaviour by spectators before, during or after a match resulting from the failure of a club or recognised football body to ensure, so far as is reasonably practicable, as aforesaid shall render that club or recognised football body liable to disciplinary proceedings before the Judicial Panel, who will have jurisdiction to deal with the matter and to impose sanctions in respect thereof as prescribed within the Judicial Panel Protocol. Such misbehaviour must be reported to or brought to the attention of the Scottish FA within six (6) days of the day of the match.
- 28.4 In the event of a match being abandoned due to field invasion by spectators the Judicial Panel may impose such penalties as prescribed within the Judicial Panel Protocol.
- 28.5 A club playing at its own ground or allowing its ground to be used for a match in which it is not participating must ensure, so far as is reasonably practicable, (i) good order and security, (ii) that policies and procedures have been adopted and are implemented to prevent instances of Unacceptable Conduct, and (iii) that any instance of Unacceptable Conduct is effectively dealt with, all at its own ground, all on the occasion of a match.
- 28.6 A club using a third party's ground for the playing of a match in which it is participating must ensure, so far as reasonably practicable, (i) good order and security, (ii) that policies and procedures have been adopted and are implemented to prevent instances of Unacceptable Conduct, and (iii) that any instance of Unacceptable Conduct is effectively dealt with, as if the match was being played at its own ground, all on the occasion of a match.
- 28.7 Each club shall ensure, so far as is reasonably practicable, that it identifies any of its supporters who engage in Unacceptable Conduct at a match and takes proportionate disciplinary measures in respect of such supporters.
- 28.8 Each club must ensure, as far as is reasonably practicable, that its players, officials, supporters and any person exercising a function for or in connection with the club do not engage in Unacceptable Conduct at any ground on the occasion of a match.
- 28.9 Any failure by a club or, as the case may be, recognised football body, to discharge a requirement to which it is subject by virtue of any one or more of Articles 28.1, 28.2, 28.3, 28.5, 28.6, 28.7 and 28.8 shall constitute a breach of these Articles.
- 28.10 In any proceedings in terms of these Articles against a club in which it is alleged that there has been a failure by the club or, as the case may be, recognised football body to discharge a requirement to which it is subject by virtue of any one or more of Articles 28.1, 28.2, 28.3, 28.5, 28.6, 28.7 and 28.8, it shall be for the club or, as the case may be, recognised football body concerned to prove that it was not reasonably practicable to do more than was in fact done or (as the case may be) there was no better practicable means than were in fact used to discharge such requirement.
- 28.11 Proceedings in terms of these Articles against a club in which it is alleged that there has been a failure by that club or, as the case may be, recognised football body to comply as required in accordance with any one or more of the provisions of this Article 28 may

be commenced where the Scottish FA has received a written complaint or other written communication or has by any other means been brought to the attention of the Scottish FA which, in the opinion of the Scottish FA, provides grounds to believe that there has been a failure to so comply. The Judicial Panel shall have jurisdiction in the case of an alleged or apparent breach of Article 28.

- 28.12 The provisions of Articles 28.1 to 28.10 (both inclusive) shall not apply in the case of any match played under the jurisdiction of the Scottish Professional Football League or the Scottish Women's Premier League, unless the board of directors of the Scottish Professional Football League or the Scottish Women's Premier League (as the case may be) shall request the Board to invoke the powers granted to it under these Articles.
- 28.13 Notwithstanding the above terms of Article 28.12, the Judicial Panel shall have jurisdiction in the case of an alleged or apparent breach of Articles 28.1 to 28.10 (both inclusive) arising as a result, directly or indirectly, of the actions or omissions of the Scottish Professional Football League or the Scottish Women's Premier League.
- 28.14 Guidance in respect of the application of the terms of this Article 28 shall be promulgated by the Scottish FA from time to time. Observance of such guidance by a club or, as the case may be, recognised football body concerned in an alleged incident of Unacceptable Conduct, shall be taken cognisance of in respect of any proceedings under the jurisdiction of the Judicial Panel Protocol and, in particular, as regards whether such club or, as the case may be, recognised football body concerned, has done all that it was reasonably practicable for it to do or to have done in the circumstances.

#### 29. PROGRAMMES. PUBLICITY. ETC.

- 29.1 A club or recognised football body which publishes, distributes, issues, sells or authorises a third party to publish, distribute, issue or sell a match programme or any other publication or audio/visual material of any description in any media now existing or hereinafter invented, including but not limited to the Internet, social networking or micro-blogging sites, shall be held responsible for all matters contained therein.
- 29.2 A club or recognised football body which publishes, distributes, issues, sells or authorises a third party to publish, distribute, issue or sell a match programme or any other publication or audio/visual material of any description in any media now existing or hereinafter invented, including but not limited to the Internet, social networking or micro-blogging sites, shall ensure that any such publications or audio/visual material does not contain any criticism of any match official calculated to indicate bias or incompetence on the part of such match official or to impinge upon his character.
- 29.3 A club or recognised football body issuing a match programme shall make available one page for promoting the Scottish FA's activities and interests, as from time to time may be decided by the Board.

#### 30. PLAYING SHIRT REQUIREMENTS

In matches played under the jurisdiction of the Scottish FA the players' shirts may carry advertising, subject to:-

- (a) compliance with the requirements relating to the dimensions of such advertising as laid down by the recognised football body of the relevant member;
- (b) the name or logo and/or design to be used in such advertising having the prior written approval of the recognised football body of the relevant member (where such prior written approval is required under the rules of such recognised football body);

- (c) the provisions of the agreements negotiated with the broadcasting authorities in the case of televised matches: and
- (d) the Scottish FA having the right to make and market whether by electronic, mechanical, film, video or other means recordings of matches played under its direct control in which such advertising is visible.

#### 31. PLAYING FIELDS

All clubs shall have a responsibility to ensure that the playing field of its registered ground is properly maintained and is of a standard of condition compliant with the Club Licensing Procedures where applicable.

#### 32. NOT USED

#### 33. PARTICIPATION IN A CUP TIE

- 33.1 Clubs eligible to compete in the Challenge Cup Competition shall be subject to and shall comply with both these Articles and the Challenge Cup Competition Rules, as amended from time to time. Clubs eligible to compete in the Women's Challenge Cup Competition shall, in addition, comply with the Women's Challenge Cup Competition Rules.
- 33.2 All members eligible to compete in the Challenge Cup Competition, shall so compete in the Challenge Cup Competition. All members eligible to compete in the Women's Challenge Cup Competition, shall so compete in the Women's Challenge Cup Competition.

#### 34. REGISTRATION PROCEDURES

Clubs in full membership of the Scottish FA or in registered membership of the Scottish FA and which are eligible to participate in the Scottish Professional Football League, the Scottish Highland Football League, the Scottish Lowland Football League or the Scottish Women's Premier League or in membership of an Affiliated Association or an Affiliated National Association or which are otherwise subject to the terms of the Registration Procedures from time to time, as the case may be, shall comply with the requirements of the Registration Procedures and amendments thereto as shall be promulgated by the Board from time to time.

#### 35. CLUB LICENSING

- 35.1 Clubs in full membership of the Scottish FA or in registered membership of the Scottish FA and which are eligible to participate in the Scottish Professional Football League, the Scottish Highland Football League, the Scottish Lowland Football League or the Scottish Women's Premier League or in membership of an Affiliated Association or an Affiliated National Association, as the case may be, shall comply with the requirements of the Club Licensing Procedures and any terms and conditions imposed by the Licensing Committee.
- 35.2 It shall be for the Licensing Committee to determine, in the first instance, whether:-
  - (a) a club has complied with the requirements of the Club Licensing Procedures; and
  - (b) to grant, suspend, refuse to grant or withdraw a Club Licence (on such terms and conditions as the Licensing Committee thinks fit) and, if a Club Licence is granted, which category of Club Licence to grant to the applicant club.

provided that the determination of the Licensing Committee will not be final and binding, and clubs will have the right to appeal against any determination made by the Licensing Committee to the Judicial Panel in accordance with the Judicial Panel Protocol.

## **GENERAL MEETINGS AND VOTING**

#### 36. ANNUAL GENERAL MEETING

The Scottish FA shall hold a general meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Board, and shall specify the meeting as such in the notices calling it.

#### GENERAL MEETINGS

- 37.1 All general meetings, other than Annual General Meetings, shall be called General Meetings. The Board may whenever it thinks fit convene a General Meeting. General Meetings shall also be convened on requisition in terms of Article 37.2 or in default may be convened by such requisitionists as provided in Sections 303 to 305 of the Act.
- 37.2 General meetings can be held solely by any means of electronic communication which permits the members who are present at the general meeting to communicate with each other and references in these Articles to the "place" of a general meeting shall be deemed to include holding such general meeting by any such means.
- 37.3 In determining whether members are present at a general meeting, including for the purposes of determining whether a quorum is present, as prescribed in Article 42.1, it is not necessary for members to be in the same place at the same time. The Board may make whatever arrangements it considers appropriate to enable those members who are present at a general meeting, whether in person or by other means, to exercise their rights to speak or vote at such general meeting, including by any means of electronic communication which permits the members who are present at the general meeting to communicate with each other.
- 37.4 In addition to any right conferred on members by the Act, the Board shall, upon receiving a requisition in writing: (i) appealing against the suspension or expulsion of a member and signed by full members having not less than one-tenth of the total voting rights of all such members, or (ii) questioning an act or omission of the Board and signed by 10 or more full members of the Scottish FA, convene a General Meeting. Such requisitions must state the object of the meeting proposed to be called and shall be lodged with the Secretary, who shall be bound to convene the meeting within 21 days after the receipt of the requisition and in the event of his failing to do so the requisitionists may themselves convene the meeting.

#### 38. NOTICE

- 38.1 At least 14 clear days' notice of every General Meeting shall be given and at least 21 clear days' notice of every Annual General Meeting shall be given. The notice shall specify the place, the day and the hour of the meeting, and in the case of special business the general nature of that business. Notice shall be given to such persons as are under these Articles or under the Act entitled to receive such notice from the Scottish FA. With the consent of all the members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act in the case of General Meetings, a meeting may be convened on such notice as those members may think fit.
- 38.2 No registered member shall be entitled to receive notice of or attend or vote at any general meeting.

#### 39. PROPOSED AMENDMENTS TO THESE ARTICLES OR THE CHALLENGE CUP COMPETITION RULES

- 39.1 Notice in writing of any addition or alteration proposed to be made to these Articles and/ or the Challenge Cup Competition Rules must be lodged with the Secretary either in hard copy or by electronic communication not later than 28th February in each year by the full member or the Director desiring such addition or alteration to be made, for consideration by the Board prior to the Annual General Meeting or for action under Article 37.1 if the Board deems such action desirable, provided that the Board shall not be required to take any action in respect of any such proposal if written support from at least one full member or a Director in addition to the full member or the Director making such proposal is not submitted together with the notice of the proposal in accordance with the foregoing.
- 39.2 If, on receipt of a proposal submitted in accordance with Article 39.1, the Board is of the opinion (acting reasonably) that the addition(s) and/or alteration(s) proposed to be made to these Articles and/or the Challenge Cup Competition Rules do(es) not take account of all additions and alterations which would be required to be made to these Articles and the Challenge Cup Competition Rules in consequence of the adoption of such proposal, the full member or the Director lodging such proposal shall be required to work in conjunction with the Secretary and his staff to notify the Board in writing of all such consequential additions and alterations within three weeks of being notified of the requirement so to do by the Secretary. If the Board is not satisfied (acting reasonably) that all such consequential additions and alterations have been notified to it within the time period specified, then the Board will not be required to take any further action in respect of the proposal, which will be deemed to have fallen.

#### 40. REPRESENTATION AT GENERAL MEETINGS

- 40.1 Each full member shall be entitled to appoint one representative to attend all general meetings, subject to the following conditions:-
  - (a) a representative of a club in full membership shall only represent one club and he shall not be listed in the Official Return of any other club. He must be an office-bearer, secretary, director or member of the board of management or committee of the club he represents and must have been notified as such in the Official Return lodged by his club;
  - (b) the provisions of Article 40.1(a) shall apply to a representative of an Affiliated Association or an Affiliated National Association in full membership, save that references there in to "club" shall be construed as references to such Affiliated Association or Affiliated National Association, as the case may be;
  - (c) a representative must not be a participating player in Association Football;
  - (d) a representative of a member which is under suspension shall be debarred from attending at any general meeting and no member shall be represented at any general meeting by any person under suspension imposed or confirmed by the Scottish FA;
  - (e) no person owing money to the Scottish FA shall represent a member at any general meeting:
  - (f) a representative of a club which has failed to play or to complete its participation in the Challenge Cup Competition or the Women's Challenge Cup Competition (to the extent that it is required to do so) in the immediately preceding playing season shall be debarred from attending the Annual General Meeting unless otherwise decided by the Board;

- (g) a representative of a club subject to Club Licensing which has had its Club Licence suspended for whatever reason shall be debarred from attending the Annual General Meeting;
- (h) no person being a Director, a member of the Judicial Panel or an employee of the Scottish FA shall represent a member at any general meeting. The member, on whose Official Return the Director, member of the Judicial Panel or employee of the Scottish FA (as the case may be) is specified, shall be entitled to send a representative to a general meeting so long as such person is not a Director, a member of the Judicial Panel or an employee of the Scottish FA; and
- a representative attending any such general meeting shall only represent one full member in person at such general meeting, and shall not be entitled to represent a full member by proxy at the same general meeting.
- 40.2 A recognised football body which is entitled to nominate a representative to the Congress in terms of Article 51 shall be entitled to send one representative to all general meetings but shall not be entitled to vote thereat. Such representative must be listed in the Official Return of the recognised football body concerned.

#### 41. ANNUAL GENERAL MEETING BUSINESS

The business to be transacted at the Annual General Meeting shall be:-

- (a) to receive the report of the Board;
- (b) to receive and consider the accounts and balance sheet of the Scottish FA and the report of the auditors thereon;
- (c) to elect or re-elect, as the case may be, the Office-Bearers and the Independent Non-Executive Directors:
- (d) to appoint auditors and authorise the Board to fix their remuneration;
- (e) to consider proposed alterations, if any, to the Challenge Cup Competition Rules; and
- (f) all such other business as by statute and these Articles can be transacted at general meetings

#### 42. QUORUM AT GENERAL MEETINGS

- 42.1 No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. 20 members entitled to be represented at general meetings and to vote thereat shall be a quorum.
- 42.2 If within 30 minutes from the time appointed for any general meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week at the same time and, if available, the same place, and if at such adjourned meeting a quorum is not present it shall stand adjourned sine die.

#### 13. CHAIRMAN

43.1 The President or, in his absence, the Vice-President, shall preside as chairman at every general meeting. If at any general meeting neither the President nor the Vice-President

is present within 15 minutes after the time appointed for holding such meeting, the members represented and entitled to vote shall choose one of their number to be chairman of the meeting.

43.2 The chairman at all general meetings shall have a casting as well as a deliberative vote.

#### 44. ADJOURNMENT

The chairman may, with the consent of the meeting at which a quorum is present, adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Whenever a meeting is adjourned for 30 days or more or to a different place, at least 7 clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Save as aforesaid it shall not be necessary to give notice of an adjournment.

#### 45. VOTES OF MEMBERS

- 45.1 At general meetings:-
  - (a) matters requiring to be passed by ordinary resolution shall be so passed if the relevant resolution is carried by a simple majority of the members who, being present and entitled to vote upon the resolution, do vote; and
  - (b) matters requiring to be passed by special resolution shall be so passed if the relevant resolution is carried by a majority of not less than three-fourths of the members who, being present and entitled to vote upon the resolution, do vote.
- 45.2 Other than as provided in Article 45.3, at any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands or otherwise in accordance with any arrangements made by the Board prior to such general meeting pursuant to Article 37.3 to enable those members who are present at the general meeting, whether in person or by other means, and who are entitled to vote at such general meeting to exercise their right to vote.
- 45.3 Notwithstanding the terms of Articles 45.2 and 45.6, if voting is required at the Annual General Meeting for the election or re-election as the case may be of the Office-Bearers or the Independent Non-Executive Directors, it shall be by ballot.
- 45.4 Every member entitled to be represented and otherwise entitled to vote at general meetings shall have one vote thereat. Only those full members entitled to appoint a representative to attend at a general meeting pursuant to Article 40.1, and which are otherwise entitled to vote at a general meeting, shall be entitled to vote on a written resolution.
- 45.5 A member otherwise entitled to be represented at general meetings shall not be entitled to vote thereat or on a written resolution unless all monies due by such member to the Scottish FA shall have been paid.
- 45.6 A declaration by the chairman of the general meeting that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minute book of the Scottish FA shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- 45.7 Without prejudice to the generality of Article 5.1(e), no member shall, directly or indirectly, offer any bribe, consideration or other improper inducement to any other member for the purpose of procuring a vote and for any member to accept such offer.

#### 46. PROXY VOTING

- 46.1 Each member entitled to be represented at general meetings shall be entitled to appoint another person as its proxy to exercise all or any of its rights to attend and to speak and vote at a general meeting.
- 46.2 Proxies may only validly be appointed by a proxy notice which:-
  - (a) states the name and address of the member appointing the proxy;
  - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Board may determine; and
  - (d) is delivered to the Scottish FA in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.
- 46.3 The Scottish FA may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 46.4 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 46.5 Unless a Proxy Notice indicates otherwise, it must be treated as:-
  - (a) granting the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 46.6 On a vote on a resolution on a show of hands at a meeting, every proxy present who has been duly appointed by one or more members entitled to vote on the resolution has one vote, save that a proxy has one vote for an
  - (a) the proxy has been duly appointed by more than one member entitled to vote on the resolution; and
  - (b) the proxy has been instructed by one or more of those members to vote for the resolution and by one or more other of those members to vote against it.
- 46.7 The appointment of a proxy to vote on a matter at a general meeting authorises the proxy to demand, or join in demanding, a poll on that matter.
- 46.8 On a poll taken at a general meeting, the voting rights of a member may be exercised by any proxy present who has been duly appointed by such member in relation to the resolution in respect of which the poll is taken.
- 46.9 A member which is entitled to attend, speak or vote (either on a show of hands or a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Scottish FA by or on behalf of that member.

- 46.10 An appointment made under a Proxy Notice may be revoked by delivering to the Scottish FA a notice given by or on behalf of the member by or on behalf of which the proxy was given.
- 46.11 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 46.12 If a Proxy Notice is not executed by the member appointing the proxy, it must be accompanied by written evidence of the authority of the member who executed it to execute it on the appointer's behalf.
- 46.13 A Proxy Notice to be effective must be lodged with the Secretary at the Office not less than 48 hours before the time for holding the meeting or adjourned meeting and in calculating such period no account shall be taken of any part of a day that is not a working day.

# THE HONORARY OFFICE-BEARERS AND THE OFFICE-BEARERS

#### 47. THE HONORARY OFFICE-BEARERS AND THE OFFICE-BEARERS

- 47.1 The Honorary Office-Bearers and the Office-Bearers shall consist of not more than:-
  - (a) the President;
  - (b) the Vice-President; and
  - (c) such former Presidents as are appointed by the Board from time to time as Honorary Vice-Presidents.
- 47.2 An Office-Bearer shall not belong to or have any prohibited connection with the same member club as any other Office-Bearer.
- 47.3 An Office-Bearer, for the period of his term of office as an Office-Bearer, shall be entitled, at any time during the period of his term of office as an Office-Bearer, to renounce all connections with the club on whose Official Return he is specified, subject to prior written intimation to the Board.
- 47.4 At the expiry, or earlier termination, of his period of office, each Office-Bearer who renounced his connection with the club or the full member on whose Official Return he was specified immediately prior to the commencement of the period of his term of office shall be entitled to renew his connections with his former club or full member (as the case may be).
- 47.5 The exercise by an Office-Bearer of his right in terms of Article 47.3 shall not in any way whatsoever prejudice or impinge upon the power, authority and role of such Office-Bearer as contained within these Articles.

#### 48. NOMINATION OF CANDIDATES AS OFFICE-BEARERS

48.1 The nomination of any candidate as an Office-Bearer shall state the office to which such candidate seeks to be elected and must be submitted by electronic communication or by recorded delivery letter to the Secretary so as to be received by him in the period commencing on 28th February and ending on 31st March prior to the Annual General Meeting at which election or re-election for such office is determined.

- 48.2 A candidate nominated as an Office-Bearer shall:-
  - (a) be an office-bearer, secretary, director or member of the board of management or committee of a full member and must be listed as such in the Official Return of such full member;
  - (b) have served a minimum of two years (in the five year period immediately preceding the date of the Annual General Meeting at which election or re-election for the relevant office is to be determined) on the Professional Game Board or the Non-Professional Game Board or the Referee Committee or the Licensing Committee or the Congress (excluding any co-opted persons thereon) or have acted in an official capacity for a recognised football body for a minimum of two years, such minimum period of two years being effective from the date of election to the office of Office Bearer and not from the date of nomination as prescribed in Article 48.1, provided that any time spent as an alternate at meetings of the Non-Professional Game Board pursuant to Article 64.4.3 shall not count as a period of service on the Non-Professional Game Board for the purposes of this Article 48.2(b);
  - (c) be nominated by a full member on whose Official Return he is listed in terms of Article 48.2(a);
  - (d) not be listed in the Official Return of more than one club in full membership;
  - (e) not be participating as a player or a referee in Association Football and, in the case of a person who was formerly such a participant, the Board must be satisfied that he has permanently ceased so to be; and
  - (f) not belong to or have any prohibited connection with the same member club such as would cause his election to fail in terms of Article 47.2.

For the avoidance of doubt, the terms of Articles 48.2(a) and 48.2(c) shall not apply in the event that the candidate, as aforesaid, is an Office-Bearer at the date of submission of the nomination, as aforesaid.

- 48.3 The Secretary shall on issuing the notices convening the Annual General Meeting intimate to the members entitled to receive notice of such meeting the names of the candidates for office.
- 48.4 A member shall only be entitled to participate either by nomination or voting in the election of the Office-Bearers if:-
  - (a) it is a full member;
  - (b) it has played and completed its participation in the Challenge Cup Competition and the Women's Challenge Cup Competition (to the extent that it is required to do so) in the preceding playing season unless the circumstances surrounding its failure to do so have been accepted by the Board; and
  - (c) it is not under suspension imposed or confirmed by the Scottish FA.

## THE CONGRESS

#### 49. PURPOSE OF THE CONGRESS

The Congress shall be established and shall meet three times in each Season in order to:-

- (a) provide a consultation forum for Scottish FA initiatives;
- (b) provide a debating forum for key issues for the game of Association Football in Scotland;
- (c) review areas of concern;
- (d) provide a platform to discuss Scottish FA strategic outputs; and
- (e) consider and perform its functions as prescribed in these Articles.

#### 50. COMPOSITION

- 50.1 The Congress shall comprise of:-
  - (a) the President;
  - (b) the Vice-President;
  - (c) the Chief Executive;
  - (d) such of the Directors as appointed by the Board from time to time;
  - (e) no more than seven (7) representatives of the Scottish Professional Football League as determined pursuant to Article 51.1;
  - (f) a representative of the Scottish Women's Premier League as determined pursuant to Article 51.2;
  - (g) a representative of each of the East of Scotland Football League, the West of Scotland Football League, the Midlands Football League, the North of Scotland Football League, the Scottish Highland Football League, the Scottish Lowland Football League and the South of Scotland Football League as determined pursuant to Article 51.3;
  - (h) a representative of each of the respective Affiliated National Associations as determined pursuant to Article 51.4;
  - (i) no more than six (6) representatives of the Football Family appointed by the Board from time to time pursuant to Article 51.5;
  - (i) the Youth Ambassador; and
  - (k) a representative unconnected with Association Football in Scotland, as appointed by the Board from time to time.
- 50.2 In addition to the members of the Congress referred to in Article 50.1, the Board shall be entitled (at its sole discretion) to invite third parties to appear before the Congress for the purpose of making presentations or facilitating or contributing to discussions under

Article 49(b) and (c) or providing information in relation to any such discussion, provided that no such invited person shall be entitled to vote on any matters put to the Congress.

#### 51. REPRESENTATION ON THE CONGRESS

- 51.1 Scottish Professional Football League Representatives
  - 51.1.1 The Scottish Professional Football League shall be entitled to nominate to the Congress six (6) representatives, all of whom shall comply with Article 51.1.3.
  - 51.1.2 The Secretary shall immediately after those Annual General Meetings succeeding which a new Congress will be formed send a nomination form to the Scottish Professional Football League. The form shall be completed and returned as soon as possible thereafter to the Secretary to be received by him within 10 days from the date of issue of such form.
  - 51.1.3 Each representative nominated by the Scottish Professional Football League shall:-
    - (a) be (i) an office-bearer, secretary, director or member of the board of management or committee of a full member club which is eligible to participate in the Scottish Professional Football League and must be listed as such in the Official Return of such club or (ii) be a director of the Scottish Professional Football League and must be listed as such in the Official Return of the Scottish Professional Football League; and
    - (b) not be the subject of an endorsed Disclosure from Disclosure Scotland.
- 51.2 <u>Scottish Women's Premier League Representative</u>
  - 51.2.1 The Scottish Women's Premier League shall be entitled to nominate one (1) representative to the Congress and each such representative shall comply with the conditions laid down in Article 51.2.3.
  - 51.2.2 The Secretary shall immediately after those Annual General Meetings succeeding which a new Congress will be formed send a nomination form to the Scottish Women's Premier League. The form shall be completed and returned as soon as possible thereafter to the Secretary to be received by him within 10 days from the date of issue of such form.
  - 51.2.3 Each representative nominated by the Scottish Women's Premier League shall:-
    - (a) be (i) an office-bearer, secretary, director or member of the board of management or committee of a full member club or a registered member club which is eligible to participate in the Scottish Women's Premier League and must be listed as such in the Official Return of such club or (ii) be a director of the Scottish Women's Premier League and must be listed as such in the Official Return of the Scottish Women's Premier League; and
    - (b) not be the subject of an endorsed Disclosure from Disclosure Scotland.

#### 51.3 <u>League Representatives</u>

51.3.1 The East of Scotland Football League, the West of Scotland Football League, the Midlands Football League, the North of Scotland Football League, the Scottish Highland Football League, the Scottish Lowland Football League and the South of

- Scotland Football League shall each be entitled to nominate one (1) representative to the Congress and each such representative shall comply with the conditions laid down in Article 51.3.3.
- 51.3.2 The Secretary shall immediately after those Annual General Meetings succeeding which a new Congress will be formed, send a nomination form to each League which is entitled to nominate one representative to the Congress. The form shall be completed and returned as soon as possible thereafter to the Secretary to be received by him within 10 days from the date of issue of such form.
- 51.3.3 Each representative nominated by the East of Scotland Football League, the West of Scotland Football League, the Midlands Football League, the North of Scotland Football League, the Scottish Highland Football League, the Scottish Lowland Football League and the South of Scotland Football League shall:-
  - (a) be a member of the committee or board of the relevant league he represents and must be listed as such on the Official Return of such league;
  - (b) not be listed in the Official Return of any Affiliated National Association or any other recognised league; and
  - (c) not be the subject of an endorsed Disclosure from Disclosure Scotland.

#### 51.4 Affiliated National Associations

- 51.4.1 An Affiliated National Association shall not be a member of another Affiliated National Association.
- 51.4.2 Notwithstanding anything contained in or implied by these Articles, the Affiliated National Associations as defined in Article 1.1 shall be deemed to be full members of the Scottish FA.
- 51.4.3 An Affiliated National Association shall be entitled to nominate one representative to the Congress, in all cases subject to an Affiliated National Association's conforming to the following conditions:-
  - (a) it has lodged a copy of its constitution and rules with the Secretary and such constitution and rules and any changes or amendments thereto have been approved by the Board; and
  - it has no club in its membership which is in membership of another Affiliated National Association.
- 51.4.4 The Secretary shall immediately after those Annual General Meetings succeeding which a new Congress will be formed, send a nomination form to each Affiliated National Association. The form shall be completed and returned as soon as possible thereafter to the Secretary to be received by him within 10 days from the date of issue of such form.
- 51.4.5 Each representative nominated by an Affiliated National Association shall:-
  - (a) be a member of the committee of the Affiliated National Association he represents and must be listed as such in the Official Return of such Affiliated National Association;
  - (b) not be listed in the Official Return of any other Affiliated National Association;

- (c) not be listed in the Official Return of an Affiliated Association; and
- (d) comply with the condition laid down in Article 51.1.3(b).

#### 51.5 Representatives of the Football Family

- 51.5.1 Each member of the Football Family shall be entitled to nominate one representative to the Congress, provided that the representative of any collective of supporters which the Board agrees shall be a member of the Football Family for the purposes of these Articles shall be the chief executive (or equivalent) of such collective of supporters, unless the Board expressly agrees otherwise. In addition, the Scottish FA shall nominate one (1) individual to the Congress to represent the views and opinions of young people on matters relating to Association Football in Scotland ("the Youth Ambassador").
- 51.5.2 Each representative nominated by each member of the Football Family, and the Youth Ambassador, shall comply with the condition laid down in Article 51.1.3(b).
- 51.5.3 The Secretary shall immediately after those Annual General Meetings succeeding which a new Congress will be formed, send a nomination form to each member of the Football Family. The form shall be completed and returned as soon as possible thereafter to the Secretary to be received by him within 10 days from the date of issue of such form.
- 51.6 A club shall not have more than one person listed in its Official Return on the Congress unless such representation is exceeded due to any other person or persons listed in its Official Return being appointed as an Honorary Vice-President.
- 51.7 Each nomination received by the Secretary in accordance with Article 51 will be subject to the approval of the Board, whose decision shall be final and binding.
- 51.8 The representatives on the Congress nominated or appointed as aforesaid are not to be nominated for nor be a member of the Board or any other Committee or sub-committee of the Scottish FA. Without prejudice to the foregoing generality, the Board shall be entitled to over-ride the terms of this Article 51.8, at its sole discretion, on application by the relevant nominating body.

#### 52. OBLIGATIONS, RIGHTS AND DUTIES OF CONGRESS MEMBERS

- 52.1 For the duration of their term of office, members of the Congress shall:-
  - a) comply with these Articles and any regulations, procedures or decisions promulgated by the Board, the Professional Game Board, the Non-Professional Game Board, the Judicial Panel, a Committee or sub-committee, FIFA or UEFA;
  - (b) act in the best interests of the Scottish FA and comply with its Code of Conduct at all times:
  - (c) comply with the policies of the Scottish FA as approved by the Board from time to time;
  - (d) use their reasonable endeavours to attend all meetings of the Congress and/or the Board, as appropriate, and of any appropriate Committee or sub-committee in person;

- (e) perform such functions as are allocated to them, all as specified in these Articles;
- (f) comply with the principles of natural justice;
- (g) refrain from engaging in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010; and
- (h) behave towards the Scottish FA and its members with utmost good faith.
- 52.2 Subject to Article 59.3, any member of the Congress failing to comply with his obligations and duties, as specified in these Articles, shall be liable to penalty or sanction as the Judicial Panel considers appropriate.

#### 52.3 Admission to Matches

During his period in office, each Honorary Office-Bearer, Office-Bearer and ordinary member of the Congress shall be entitled to admission to all matches played in Scotland by teams representing the Scottish FA in Association Football, or in the Challenge Cup Competition, the Women's Challenge Cup Competition or the Scottish FA Youth Cup, except when the Board shall decide otherwise.

#### 53. QUORUM OF THE CONGRESS

10 members of the Congress present and entitled to vote at meetings of the Congress shall constitute a quorum for the transaction of the business of the Congress.

#### 54. CHAIRMAN OF THE CONGRESS

The President or, in his absence, the Vice-President, shall preside as chairman at every meeting of the Congress. If at any meeting of the Congress neither the President nor the Vice-President is present within 15 minutes after the time appointed for holding such meeting, the members of the Congress present and entitled to vote shall choose one of their number to be chairman of the meeting.

#### 55. VOTING AT CONGRESS MEETINGS

Questions arising at any meeting of the Congress shall be determined by a majority of votes of the members of the Congress present and entitled to vote and, in the case of an equality of votes, the chairman, in addition to his deliberative vote, shall have a casting vote. Voting at meetings of the Congress shall be by show of hands.

# TERM OF OFFICE OF HONORARY OFFICE-BEARERS, OFFICE-BEARERS AND MEMBERS OF THE CONGRESS

#### 56. GENERAL

The Office-Bearers and the ordinary members of the Congress shall continue in office for two years from the date of the Annual General Meeting at which or succeeding which they are elected until the Annual General Meeting in the second year thereafter and at such meeting the Office-Bearers shall be elected or re-elected. A new Congress shall thereafter be appointed in the manner provided in Article 51, and at every second Annual General Meeting, the Office-Bearers shall be so elected or re-elected and the Congress thereafter appointed for the ensuing two years.

#### 57. HONORARY OFFICE-BEARERS AND OFFICE-BEARERS

- 57.1 On conclusion of his tenure as President, such former President may be appointed by the Board as an Honorary Office-Bearer. Once so appointed, the Honorary Office-Bearer shall retain that appointment unless such appointment is withdrawn by the Board.
  - Retiring Office-Bearers shall be eligible for re-election unless disqualified in terms of any of these Articles.
- 57.2 Save as provided in Article 57.4, no Office-Bearer may hold the same position (as detailed in Article 57.1) for more than six years after initial election to such position. The maximum continuous or aggregate period of time during which any individual can hold office as an Office-Bearer (in whichever of the positions he is elected to serve as detailed in Article 57) shall be twelve years.
- 57.3 An Office-Bearer who is eligible and who seeks election or re-election, as the case may be, as President or Vice-President, as the case may be, at the Annual General Meeting succeeding which a new Congress will be formed shall not later than 28th February in the year of such Annual General Meeting lodge with the Secretary written notice of his desire to seek such election or continue in office, as appropriate. The Secretary shall within 7 days thereafter inform full members and the Congress of which such Office-Bearer is seeking such election or re-election, as aforesaid. If, in the interval between 28th February and the date of the Annual General Meeting, an Office-Bearer intimates withdrawal of his application for election or re-election, as the case may be, or if any eventuality which would preclude his election or re-election has arisen, the Secretary shall proceed as instructed by the Board.
- 57.4 If, for any reason, the office of President or of Vice-President becomes vacant, the Board either on its own or on the requisition of the members in accordance with the Act may convene expeditiously a General Meeting to elect a candidate to fill such vacant office. In the event that as a result of the application of this Article 57.4, a person elected to office as President or Vice-President would, in order to meet the six-year limitation on the holding of such offices set out in Article 57.2, require to resign from any such office prior to the expiry of any two-year term which he was subsequently elected to serve in respect of such office, it is declared that such person will be entitled to remain in office until the expiry of such two-year term notwithstanding the provisions of Article 57.2 and as an exception to them. Any period of office served as a consequence of the invocation of this Article 57.4 shall therefore be disregarded when assessing the application of the limitation on the holding of the same offices within the Scottish FA, all as set out in Article 57.2.

- 57.5 Articles 48.1 and 48.3 shall not apply to the nomination or election of a candidate pursuant to Article 57.4. The nomination of any candidate for the vacated office of President or Vice-President shall state the office to which such candidate seeks to be elected and shall be submitted by electronic communication or by recorded delivery letter to the Secretary at any time up to and including the date to be set by the Board for receipt of such nominations prior to the date of the convened General Meeting to fill such vacant office and the Secretary shall, within 7 days of his receipt, issue to the members entitled to receive notice of such a General Meeting the names of the candidates for office. For the avoidance of doubt the provisions of Articles 48.2 and 48.4 shall apply to the nomination of a candidate pursuant to Article 57.4.
- 57.6 The provisions of Article 45.3 shall apply to any election to the office of President or Vice-President, pursuant to Article 57.4, save that the references to "Annual General Meeting" shall be deleted and replaced by the words "General Meeting".
- 57.7 Any candidate elected pursuant to Article 57.4 shall be deemed to retire at the next Annual General Meeting at which the Office-Bearers elected pursuant to Articles 56 and 57.1 retire.
- 57.8 The Scottish FA in general meeting may by a simple majority remove an Office-Bearer before the expiration of his period of office, and the person appointed in his place shall be elected in the manner provided in Article 57.4. The foregoing terms which apply to an Office-Bearer are subject to the terms of Article 60.

#### 58. NOT USED

#### 59. MEMBERS OF THE CONGRESS

- 59.1 The retiring ordinary members of the Congress, unless disqualified under these Articles, shall be eliqible for re-election or re-appointment.
- 59.2 If, for any reason, a vacancy occurs amongst the members of the Congress appointed in terms of Article 51, the Board may authorise that the vacancy be filled subject to the conditions prescribed for the nomination or appointment of such a member to serve on the Congress and any person appointed to fill such vacancy shall hold office until the expiry of the period to which the member of Congress so replaced was subject.
- 59.3 The Board may by a simple majority remove any ordinary member of the Congress before the expiration of his period of office, and the person appointed in his place shall be elected in the manner provided in Article 59.2.

#### 60. DISQUALIFICATION OF MEMBERS OF THE CONGRESS AND DIRECTORS

- 60.1 The office of a member of the Congress or a Director, other than as excepted below, shall be vacated if he:-
  - (a) becomes bankrupt, or makes any arrangement or composition with his creditors generally;
  - (b) be under suspension imposed or confirmed by the Scottish FA, or the club or recognised football body from which he derived his appointment be under such suspension, provided that this Article 60.1(b) shall not apply in the case of an Office-Bearer who has renounced all connection with the club on whose Official Return he was specified, in accordance with Article 47.3:

- (c) ceases to be an office-bearer, secretary, director or member of the board of management or committee of the club or recognised football body from which he derived his appointment, or is suspended from being an office-bearer, secretary, director or member of the board of management or committee of the club or recognised football body from which he derived his appointment as a consequence of an insolvency event involving a member or recognised football body, provided that this Article 60.1(c) shall not apply in the case of an Office-Bearer who has revoked all connection with the club on whose Official Return he was specified, in accordance with Article 47.3, nor shall it apply to the Independent Non-Executive Directors;
- (d) in the case of a Director, he is removed at a general meeting by a simple majority of the members entitled to vote thereat in terms of Article 57.8 or, in the case of an ordinary member of the Congress, he is removed by a simple majority of the Directors in terms of Article 59.3;
- (e) resigns his office by notice in writing to the Secretary;
- becomes disqualified as or prohibited from being a company director by reason of any relevant order made against him in terms of the Company Directors' Disqualification Act 1986;
- (g) becomes at any time during his term of office the subject of an endorsed Disclosure from Disclosure Scotland:
- (h) in the case of a representative of the Football Family the nominating body intimates to the Scottish FA the removal of this representative;
- fails to comply with policies of the Scottish FA as approved by the Board from time to time; or
- (j) fails to comply with the obligations and duties incumbent on him as specified in these Articles.
- 60.2 In the event that during his two year term a member of the Congress or a Director ceases to be an office-bearer, secretary, director or member of the board of management or committee of the member from which he derived his appointment as a member of the Congress or a Director (as the case may be), such person shall forthwith resign from his position on the Congress and/or the Board and shall not be eligible to be reinstated to the Congress and/or the Board, until the expiration of the full two year term, provided that this Article 60.2 shall not apply in the case of an Office-Bearer who has revoked all connection with the club or the full member on whose Official Return he was specified, in accordance with Article 47.3, nor shall it apply to the Independent Non-Executive Directors.

## THE BOARD

#### 61. COMPOSITION OF THE BOARD

- 61.1 Unless otherwise determined by ordinary resolution of the Scottish FA, there shall be no maximum number of Directors but the minimum number of Directors shall be not less than two.
- 61.2 The Board shall comprise:-
  - (a) the President;
  - (b) the Vice-President;
  - (c) the Chief Executive;
  - (d) a member of the Non-Professional Game Board nominated annually by the Non-Professional Game Board:
  - (e) two members of the Professional Game Board nominated annually by the Professional Game Board; and
  - (f) 2 Independent Non-Executive Directors.
- 61.3 Each of the President and the Vice-President shall serve on the Board for so long as they hold their respective offices in accordance with Articles 56 and 57. The Chief Executive will be entitled to a seat on the Board for so long as he holds such position.
- 61.4 Each of the Directors referred to in Articles 61.2(d) and (e) shall be appointed for a period of 1 year, subject always to the provisions of Article 61.6. Each such Director shall be eligible for nomination to the Board by the Professional Game Board or the Non-Professional Game Board, as the case may be, at the first meeting of the Professional Game Board or Non-Professional Game Board, as the case may be, at the commencement of each Season. Each Independent Non-Executive Director shall be eligible to be appointed for a maximum of two (2) periods of three (3) years each subject to the Independent Non-Executive Director being nominated by the Board, in accordance with Article 61.5, for re-election after the initial three (3) year period, provided that:-
  - (a) if this would result in a breach of Article 61.6, he shall be appointed for such lesser period as shall ensure compliance with such Article; and
  - (b) where an Independent Non-Executive Director elected pursuant to Article 61.7(c) who is deemed to retire pursuant to Article 61.7 is nominated for re-election by the Board pursuant to this Article 61.4 and is subsequently re-elected as an Independent Non-Executive Director, that Independent Non-Executive Director's initial three (3) year period of appointment shall be deemed to have commenced on the date of his appointment pursuant to Article 61.7(c).
- 61.5 Subject to Article 61.6, the Board may nominate a retiring Independent Non-Executive Director for re-election at the relevant Annual General Meeting, in which case the Board shall not later than 28th February in the year of such Annual General Meeting intimate the names of the relevant nominees to the Secretary. The Secretary shall within 7 days thereafter inform full members and the Congress of the persons seeking such election or

re-election, as aforesaid. If, in the interval between 28th February and the date of the Annual General Meeting, any such person intimates withdrawal of the application for election or re-election, as the case may be, or if any eventuality which would preclude the election or re-election has arisen, the Secretary shall proceed as instructed by the Board.

- 61.6 Notwithstanding the provisions of Article 61.5, no Independent Non-Executive Director shall hold office on the Board for a continuous period of more than 6 years. The respective terms of the President, the Vice-President and the Chief Executive are as prescribed in Article 61.3. None of the appointees to the Board from the Non-Professional Game Board or the Professional Game Board shall hold office for a continuous period of more than 6 years.
- 61.7 If, for any reason, the office of a Director (other than the President, the Vice-President or the Chief Executive) becomes vacant:-
  - (a) if the Director was nominated by the Professional Game Board, it may elect a candidate to fill such vacant office:
  - (b) if the Director was nominated by the Non-Professional Game Board, it may elect a candidate to fill such vacant office; or
  - (c) if the Director is an Independent Non-Executive Director, the Board may elect a candidate to fill such vacant office.

The candidate elected pursuant to Article 61.7(c) shall be deemed to retire at the next Annual General Meeting, in addition to any other Director required to retire by rotation pursuant to Article 61.4, and the vacancy shall be filled in accordance with the provisions of those Articles 61.4 and 61.5 as if the relevant Director had retired by rotation in accordance with Article 61.4.

- 61.8 The office of Director shall be vacated if any of the circumstances detailed in Article 60 occurs.
- 61.9 The Board shall be entitled (at its sole discretion) to invite a third party to attend a meeting(s) of the Board as an observer ("Observer") for the purposes of permitting such Observer to have current information with respect to the affairs of the Scottish FA and the actions taken by the Board, and for such Observer to provide input and advice with respect thereto. Any such Observer shall have the right to be heard at any such meeting, but in no event shall they (i) be deemed to be a member of the Board during such time as they are an Observer, (ii) have the right to vote on any matter under consideration by the Board or otherwise have any power to cause the Scottish FA to take, or not to take, any action or (iii) have or be deemed to have, or otherwise be subject to, any duties to the Scottish FA or its members or any duties otherwise applicable to the Directors.

#### 61.10 No Director shall:

- (a) for so long as he is a Director, be a member of any body (other than a judicial body) of any other National Association (with the exception of standing committees of any such National Association), without the prior approval of the Board; or
- (b) form a business relationship with the Scottish FA for a period of at least one year after he ceases to be a Director.

#### 62. POWERS OF THE BOARD

- 62.1 The management of the business and the control of the Scottish FA shall be vested in the Board, which shall be entitled to exercise all such powers and carry out all such objects of the Scottish FA as are not by these Articles or by statute expressly directed or required to be exercised or done by the Scottish FA in general meeting subject, nevertheless, to any regulations from time to time made by the Scottish FA in general meeting, provided that no regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.
- 62.2 Without prejudice to the general powers conferred by Article 62.1 and of the other powers conferred by these Articles, it is hereby expressly declared that the Board shall have the following powers:-
  - (a) it may make, alter and revoke all such rules, bye-laws and regulations relative to the use of the property of the Scottish FA and to the conduct or holding of meetings, or for such other purpose as it may deem fit and proper, provided that no rule, bye-law, or regulation shall be made under the foregoing which would amount to such an addition to or alteration of these Articles as could only by law be made by a resolution of the members:
  - (b) without prejudice to Article 62.2(a), it may establish and operate a challenge cup competition for women's clubs at any time and from time to time ("the Women's Challenge Cup Competition"), and make, alter and revoke rules governing the conduct of such competition ("the Women's Challenge Cup Competition Rules");
  - (c) it may draw, make, accept, endorse, discount, execute and issue, respectively, promissory notes, bills, cheques or other negotiable instruments, provided that every promissory note, bill, cheque or other negotiable instrument drawn, made, accepted, endorsed, discounted, executed or issued shall be signed by the President, the Vice-President and the Secretary or in such other manner as the Board may determine;
  - (d) it may borrow any sum or sums of money not exceeding in all the sum of £20,000,000 on such security and upon such terms as to interest or otherwise as it may deem fit;
  - (e) it may extend the playing season as from time to time it in its discretion shall deem necessary or desirable;
  - (f) it may suspend the game of Association Football in Scotland entirely or in any district or districts or under the auspices of a recognised football body as from time to time it in its absolute discretion may deem necessary or desirable, provided that in the case of restricted stoppage it shall have power to exempt any club or number of clubs or recognised football body from such stoppage;
  - (g) it may suspend or abandon or discontinue any or all of the competitions of the Scottish FA:
  - (h) it shall have power to call upon any recognised football body, club, official, Team Official or other member of Team Staff, player, referee or other person under the jurisdiction of the Scottish FA to produce any books, letters, or documents or any other evidence at any time it desires:

- (i) it shall have power to enquire into all and any financial arrangements between recognised football bodies, clubs and players and to cancel any agreement between clubs and players contrary to these Articles and to publish in the public press or otherwise the findings of the Board in this regard and the substance of any and all evidence tendered in such enquiries;
- (j) it shall have the power, where a recognised football body or club fails to make any payment to the Scottish FA or to another recognised football body or club, to deduct and retain any sums due to it and/or to another recognised football body or club from any monies, fund or account held by the Scottish FA which would otherwise have been payable to the defaulting recognised football body or club. Any such monies deducted or retained by the Scottish FA shall be applied first to meet any payment due to the Scottish FA and thereafter to meet any payment due by the defaulting recognised football body or club to another recognised football body or club in which case if the sum deducted/retained is insufficient to pay all sums due to such recognised football bodies or clubs, the remaining deducted/retained monies will be distributed in equal portions between those recognised football bodies or clubs;
- (k) it shall have power to affiliate any national football association within Scotland to which it may or may not grant representation on the Congress;
- (I) it shall have power to promulgate from time to time such regulations as it deems necessary in respect of the requirements and standards of football stadia;
- (m) it shall have power to pay reasonable travelling expenses, referees' fees and expenses and other sums where necessary in connection with all matches arranged by it;
- (n) it may remove co-opted persons from any Committee or sub-committee by such procedures as are prescribed by the Board from time to time;
- (o) without prejudice to its common law rights in relation to compensation, retention, set off or any other applicable legal principle, it shall have the power to deduct and retain or otherwise withhold monies from members or recognised football bodies which fail to settle fines levied by or any other financial obligations or liabilities of whatsoever nature, whether direct or indirect, to the Scottish FA as determined by the Scottish FA (in its sole discretion) from any monies, funds or account held by the Scottish FA which would otherwise have been payable to the defaulting member or recognised football body, provided that this Article 62.2(n) shall be without prejudice to any sanction otherwise imposed in terms of these Articles;
- (p) it shall be entitled to revoke or alter as it considers appropriate any powers delegated by it from time to time to the Professional Game Board, the Non-Professional Game Board or such other Committee or sub-committee as may be formed by it subject to the terms of these Articles;
- (q) it may disclose details of any registered player to such third party for commercial and regulatory purposes; and
- (r) it may appoint a commission formed entirely of co-opted persons (who need not be Directors or ordinary members of Congress), all as it may think fit, to attend to and/ or determine any matter(s) referred to it by the Board.

- 62.3 In addition to and without prejudice to the terms of Articles 63 and 64, the Board may delegate to any individual who holds an office with the Scottish FA such of the Board's powers as shall be determined by the Board in its sole discretion, provided that:
  - (a) any such delegation shall be subject to:
    - (i) such conditions and (subject to Article 62.3(a)(ii)) for such duration as the Board shall determine from time to time;
    - (ii) renewal by the Board on an annual basis;
    - (iii) modification, suspension or withdrawal by the Board at any time; and
    - (iv) the relevant individual continuing to hold the office with the Scottish FA which was held by him at the time when the relevant powers were delegated to him; and
  - (b) any decision of the Board under this Article 62.3 must be taken unanimously by those Directors present at a quorate meeting of the Board.

#### 63. COMMITTEES: GENERAL

- 63.1 In addition to and without prejudice to the terms of Article 64, the Board may by vote resolve itself into a committee of the whole Board and, notwithstanding the establishment of the Committees and any other provision of the Board Protocols, may also appoint committees of some or all of the Directors, together with such co-opted persons as the Board thinks fit in the circumstances.
- 63.2 The Board may also delegate any of its powers to Committees consisting of Directors, members of the Congress and co-opted persons, and any such Committee may in turn delegate powers to sub-committees on such terms as that Committee shall determine from time to time. For the avoidance of doubt, membership of any such sub-committee may include some or all of the members of the Committee which formed it and other co-opted persons, but may also be formed entirely of co-opted persons who need not be Directors, members of the Committee which formed the sub-committee or members of the Congress. The membership of any such sub-committee shall be subject to the prior approval of the Board.
- 63.3 Any Committee or sub-committee formed pursuant to this Article 63 shall in the exercise of the powers so delegated conform to any regulation that may be imposed on it in the case of a Committee by the Board or in the case of a sub-committee by the Board or by the relevant Committee or in the case of a sub-committee formed by a sub-committee, by the Board, by the relevant Committee or by the sub-committee which established it.
- 63.4 Without prejudice to the foregoing generality, the Board shall be entitled to exercise its powers under this Article 63 by including within the Board Protocols details of the Committees to which it has delegated its powers and the powers to be exercised by such Committees, provided that before any delegation by the Board of its powers to Committees takes effect, the Board Protocols including such details shall first have been approved by a vote conducted in accordance with Article 66 at a meeting of the Board.
- 63.5 Without prejudice to the generality of Article 5.1(e), no member shall, directly or indirectly, offer any bribe, consideration or other improper inducement to a member of the Congress, to a Director, to a member of the Professional Game Board or the Non Professional Game Board, or to a person co-opted to a Committee or sub-committee, in each case for the

- purpose of procuring a vote, and for any member of the Congress, Director, member of the Professional Game Board or the Non Professional Game Board or such co-opted person to accept such offer.
- 63.6 No member of any Committee, the Professional Game Board, the Non-Professional Game Board or Congress, whether at first instance or at any subsequent appeal stage or in any arbitration or any process commenced pursuant to these Articles and/or the Judicial Panel Protocol shall be permitted to represent any player, official or employee of a club, or a club, on whose Official Return such individual is listed in the event that such player, official or employee or club is called to appear before or is required to address the Board, a Committee, the Professional Game Board, the Non-Professional Game Board or Tribunal of the Judicial Panel. Under no circumstances shall an Office Bearer be permitted to represent any player, official or employee of a club or a club.
- 63.7 Where, pursuant to the terms of any applicable policy of the Scottish FA from time to time, a member of the Board, any Committee, the Professional Game Board, the Non-Professional Game Board or the Congress who is entitled to attend and is present at a meeting of the Board, the relevant Committee, the Professional Game Board, the Non-Professional Game Board or the Congress (as the case may be) is not entitled to vote at such meeting on a matter in which he has an interest which conflicts, or may conflict, with the interests of the Scottish FA, such individual shall nonetheless still be counted in the quorum for that part of the meeting at which such matter is considered.
- 63.8 No member of any Committee shall:
  - (a) for so long as he is a member of any such Committee Director, be a member of any body (other than a judicial body) of any other National Association, without the prior approval of the Board: or
  - (b) form a business relationship with the Scottish FA for a period of at least one year after they cease to be a member of any such Committee.
- 63.9 No employee of the Scottish FA shall, for so long as he is an employee of the Scottish FA, be a member of any body (other than a judicial body) of any other National Association, without the prior approval of the Board.

#### 64. DELEGATION OF POWERS BY THE BOARD: SPECIFIC

- 64.1 Without prejudice to and as a specific application of Article 63, the Board shall have the power to appoint the Professional Game Board and the Non-Professional Game Board, each of which shall be entitled to exercise any powers conferred on it under these Articles and the Board Protocols.
  - 64.2.1 Notwithstanding any delegation of powers by the Board pursuant to the terms of these Articles or as detailed in the Board Protocols, the Board shall at any time be entitled:-
    - (a) to overturn a decision made by the Professional Game Board, the Non-Professional Game Board, any Committee or sub-committee, the Chief Executive or any other individual to whom any of the Board's powers are delegated pursuant to the terms of these Articles where it deems such decision to be outside the scope of the relevant delegated authority, unlawful, procedurally unfair or irrational; and

- (b) save to the extent that the body or person to which or whom a power has been so delegated has, pursuant to such delegation, already made a determination on the matter or issue delegated to it or him:-
  - (i) to exercise its powers in relation to such areas of responsibility over any like matters to be considered and determined by the Professional Game Board, the Non-Professional Game Board, any Committee or subcommittee, the Chief Executive or any other individual to whom any of the Board's powers are delegated pursuant to the terms of these Articles in priority to any such body or person; and
  - (ii) withdraw or suspend any such delegated power in whole or in part and subject to any such conditions, including as to a particular matter or issue for determination and/or for such period of time and/or the occurrence of a future event or events, as the Board sees fit.
- 64.2.2 The chairmen of the Professional Game Board and the Non-Professional Game Board shall be as determined by the Office-Bearers in their sole discretion. The chairmen of the Professional Game Board and the Non-Professional Game Board, respectively, need not be an Office Bearer, but must be either a nominated representative or ex officio member of the Professional Game Board or the Non-Professional Game Board, as the case may be. The Board will be entitled to determine and appoint the chairmen of the Referee Committee, the Licensing Committee, any Committee or sub-committee provided any nominee for chairman is otherwise eligible to serve on the Committee or sub-committee in question.

#### 64.3 The Professional Game Board

- 64.3.1 The Professional Game Board, which shall be responsible for driving the development of the professional game in Scotland, shall comprise:-
  - (a) the President;
  - (b) the Vice-President;
  - (c) the Chief Executive;
  - (d) the Chief Football Officer of the Scottish FA (or such other representative of the Scottish FA as the Board shall determine) for the time being; and
  - (e) 8 nominated representatives, being:-
    - 5 representatives of the Scottish Professional Football League, one of whom shall be its Chief Executive for the time being;
    - (ii) 1 representative of the Scottish Highland Football League;
    - (iii) 1 representative of the Scottish Lowland Football League; and
    - (iv) 1 representative of the Scottish Women's Premier League, who shall be its Managing Director for the time being.
- 64.3.2 In order to be nominated as one of the 8 nominated representatives on the Professional Game Board, a candidate shall:-

- (a) be (i) an office-bearer, secretary, director or member of the board of management or committee of a full member which is a professional club and must be listed as such in the Official Return of such full member or (ii) be a member of the board of management or committee of the league he represents and must be listed as such in the Official Return of such league;
- (b) without prejudice to Article 64.3.2(a) not be listed in the Official Return of more than one club in full membership; and
- (c) not be participating as a player or a referee in Association Football and, in the case of a person who was formerly such a participant, the Board must be satisfied that he has permanently ceased so to be.

For the avoidance of doubt it will not be necessary to qualify for participation on the Professional Game Board for a nominated representative to be a serving member of the Congress.

- 64.3.3 Each of the nominated representatives on the Professional Game Board shall serve for the duration of the Season in respect of which he is nominated. At the expiry of such period, the relevant member must stand down from office and shall be eligible to stand for re-nomination.
- 64.3.4 The Professional Game Board shall annually elect two of its 8 nominated representatives to sit on the Board. Such persons shall serve on the Board in accordance with Article 61. For the avoidance of doubt, in any such election processes, each position on the Board to be filled shall be elected separately and none of the nominated representatives on the Professional Game Board can nominate himself to be the representative(s) of the Professional Game Board on the Board. It will not be competent for the Office-Bearers or the Chief Executive to nominate or to vote in relation to any election under this Article 64.3.4 unless there is a tied vote in which event there will be a second ballot in which process the Office-Bearers and the Chief Executive will be entitled to participate and to vote. If after such second ballot there remains a tied vote, the Board will determine the identity of the relevant nominee to the Board.

#### 64.4 The Non-Professional Game Board

- 64.4.1 The Non-Professional Game Board, which shall be responsible for driving the development of the non-professional game in Scotland, shall comprise:-
  - (a) the President;
  - (b) the Vice-President;
  - (c) the Chief Executive; and
  - (d) 10 nominated representatives, being 1 representative of each of the 7 Affiliated National Associations, 1 representative of the East of Scotland Football League, 1 representative of the West of Scotland Football League and 1 representative of the South of Scotland Football League.
- 64.4.2 In order to be nominated as one of the 10 nominated representatives on the Non-Professional Game Board, a candidate will in the case of a representative of the East of Scotland Football League or a representative of the West of Scotland Football League or a representative of the South of Scotland Football League be an office bearer, secretary, director or member of the board of management or

- committee of the East of Scotland Football League or a representative of the West of Scotland Football League or the South of Scotland Football League (as the case may be) and be listed as such on the Official Return of such body and comply with Article 51.1.3(b); and in the case of the representatives of the Affiliated National Associations, will meet the eligibility criteria set out in Article 51.4.5.
- 64.4.3 In addition to the members of the Non-Professional Game Board referred to in Article 64.4.1, each of the Midlands Football League and the North of Scotland Football League shall be entitled to nominate one representative to attend meetings of the Non-Professional Game Board as an observer for the purposes of permitting each such observer to have current information with respect to the actions taken by the Non-Professional Game Board, and for each such observer to provide input with respect thereto. Any such observer shall have the right to be heard at any such meeting, but in no event shall they (i) be deemed to be a member of the Non-Professional Game Board during such time as they are an observer or (ii) have the right to vote on any matter under consideration by the Non-Professional Game Board or otherwise have any power to cause the Non-Professional Game Board to take, or not to take, any action.
- 64.4.4 In order to be nominated as an observer for the Midlands Football League or the North of Scotland Football League on the Non-Professional Game Board pursuant to Article 64.4.3, a candidate will be an office bearer, secretary, director or member of the board of management or committee of the Midlands Football League or the North of Scotland Football League (as the case may be) and be listed as such on the Official Return of such body and comply with Article 51.1.3(b).
- 64.4.5 Each of the nominated representatives and observers on the Non-Professional Game Board shall serve for the duration of the Season in respect of which he is nominated. At the expiry of such period, the relevant member must stand down from office and shall be eliqible to stand for re-nomination.
  - Each of the bodies nominating the nominated representatives on the Non-Professional Game Board pursuant to Article 64.4.1 shall be entitled to nominate one alternate to attend meetings of the Non-Professional Game Board in the absence of the elected representative. Such alternate to comply with the eligibility criteria set out in Article 64.4.2.
- 64.4.6 The Non-Professional Game Board shall elect one of its 10 nominated representatives to sit on the Board. Such person shall serve on the Board in accordance with Article 61. For the avoidance of doubt, in any such election process, none of the nominated representatives on the Non-Professional Game Board can nominate himself to be the representative of the Non-Professional Game Board on the Board. It will not be competent for the Office-Bearers or the Chief Executive to nominate or to vote in relation to any election under this Article 64.4.6 unless there is a tied vote in which event there will be a second ballot in which process the Office-Bearers and the Chief Executive will be entitled to participate and to vote. If after such second ballot there remains a tied vote, the Board will determine the identity of the nominee to the Board.

#### 65. THE JUDICIAL PANEL

65.1 Alleged breaches of the Articles which fall under the jurisdiction of the Judicial Panel shall be dealt with and be construed in accordance with the Judicial Panel Protocol.

- 65.2 Without prejudice to Article 63 the Board shall have the power to appoint the Judicial Panel, which together with any tribunal appointed from it, and together with any officers, persons or bodies with functions in terms of the Judicial Panel Protocol, shall be entitled to exercise any powers conferred on it or them under these Articles and the Judicial Panel Protocol.
- 65.3 All persons or bodies who are subject to the jurisdiction of the Articles shall act in accordance with, and are subject to, the provisions of the Judicial Panel Protocol, including any Decisions or Determinations (as defined in the Judicial Panel Protocol) arising therefrom.
- 65.4 The Judicial Panel shall comprise such persons as are appointed to serve on it by the Scottish FA from time to time. Such persons need not be members of the Congress. No member of the Judicial Panel shall, for so long as he is a member of the Judicial Panel, be a member of any body (other than a judicial body) of any other National Association, without the prior approval of the Board, or form a business relationship with the Scottish FA for a period of at least one year after they cease to be a member of the Judicial Panel.
- 65.5 The fact of membership of the Scottish FA shall constitute an agreement by a member that it, or any body or person interested through such member, shall submit (and/or agree to submission of) such complaints, breaches, claims, disciplinary matters, appeals and/or disputes as are specified in the Judicial Panel Protocol to the jurisdiction of the Judicial Panel and shall not be permitted to take such differences or questions to a court of law.
- 65.6 The Board shall be entitled to promulgate and amend the Judicial Panel Protocol, provided that any amendments to the Judicial Panel Protocol made by the Board shall require the approval in writing of the Independent Scrutineers.
- 65.7 The Scottish FA shall appoint a Compliance Officer who shall have the powers and responsibilities as provided in the Judicial Panel Protocol.

#### 66. PROCEEDINGS OF THE BOARD

- 66.1 The Board shall have power to promulgate from time to time Board Protocols regulating the proceedings of the Congress, the Board, the Professional Game Board, the Non-Professional Game Board, the Committees and sub-committees. Such Board Protocols may, in addition, set out the nature and extent of any delegation of powers to the Professional Game Board, the Non-Professional Game Board, the Committees and sub-committees.
- 66.2 Subject to the provisions of these Articles, the Board may regulate its proceedings as it thinks fit.
- 66.3 The Board shall meet as considered appropriate by the Board in accordance with the Act and at least 7 days' clear notice of a meeting shall be required to be given, save where each Director agrees to a shorter notice period.
- 66.4 The President (or in his absence the Vice President) shall act as the chairman of meetings of the Board.
- 66.5 The quorum for a meeting of the Board shall be 4, provided that at least two of the President, the Vice-President and the Chief Executive must be present for a meeting to be quorate.
- 66.6 If a quorum is not present within half an hour of the time for which the meeting was called or ceases to be present thereafter, the meeting ("the first meeting") shall be adjourned to the same day in the next week and at the same time and place. The Scottish FA shall give

- notice to each Director who did not attend the first meeting requiring him either to attend the adjourned meeting of the Directors or to state in writing his views on the matter to be discussed at that meeting.
- 66.7 Questions arising at any meeting of the Board, the Professional Game Board, the Non-Professional Game Board or a Committee or sub-committee shall be determined by a majority of votes of the Directors or the members of the Professional Game Board, the Non-Professional Game Board or the relevant Committee or sub-committee (as the case may be) present and entitled to vote, and in the case of an equality of votes the chairman, in addition to his deliberative vote, shall have a casting vote. Voting at meetings of the Board, the Professional Game Board, the Non-Professional Game Board or a Committee or sub-committee shall be by show of hands and, on any resolution, each Director or member of the Professional Game Board, the Non-Professional Game Board or the relevant Committee or sub-committee (as the case may be) shall have one vote.
- 66.8 A resolution in writing signed by all of the Directors entitled to receive notice of a meeting of directors or by all of the members of the Professional Game Board, the Non-Professional Game Board or a Committee or sub-committee entitled to receive notice of a meeting of the Professional Game Board, the Non-Professional Game Board or the relevant Committee or sub-committee (as the case may be) shall be as valid and effectual as if it had been passed at a meeting of the Directors, the Professional Game Board, the Non-Professional Game Board or the relevant Committee or sub-committee (as the case may be) duly convened and held; it may consist of several documents in the same form, each signed by one or more Directors or members of the Professional Game Board, the Non-Professional Game Board or the relevant Committee or sub-committee (as the case may be).
- 66.9 All or any of the Directors or the members of the Professional Game Board, the Non-Professional Game Board or a Committee or sub-committee may participate in a meeting of the Directors, the Professional Game Board, the Non-Professional Game Board or the relevant Committee or sub-committee (as the case may be) by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other and provided the relevant quorum as specified elsewhere in these Articles and/or the Board Protocols is participating as aforesaid (notwithstanding that such quorum is not present together in one place) such meeting shall be quorate and subject to the provisions of these Articles the meeting shall constitute a meeting of the Directors, the Professional Game Board, the Non-Professional Game Board or the relevant Committee or sub-committee (as the case may be). A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is located.
- 66.10 The Scottish FA or the Board shall be entitled to publish in the public press, or in any other manner it shall think fit, reports of its proceedings, acts, resolutions and decisions whether the same shall or shall not reflect on the character or conduct of any recognised football body, club, official, Team Official or other member of Team Staff, player, referee or any other body or person and all of the aforementioned shall be deemed to have assented to such publication and to regard the same as privileged in law.

#### 67. MINUTES

The Board shall cause minutes to be prepared recording:-

(a) all appointments of the Honorary Office-Bearers, the Office-Bearers, the Directors, members of the Congress, co-opted persons and the Secretary and such other members of the Scottish FA's staff as the Board shall deem appropriate from time to time;

- (b) the names of the members present at each meeting of the Congress, the Board, the Professional Game Board, the Non-Professional Game Board, the Committees and sub-committees:
- (c) all orders made by the Board, the Professional Game Board, the Non-Professional Game Board, the Committees and sub-committees; and
- (d) all resolutions and proceedings of general meetings and of meetings of the Board, the Professional Game Board, the Non-Professional Game Board, the Committees or subcommittees and any such minutes of any meeting of the Board, the Professional Game Board, the Non-Professional Game Board, the Committees or sub-committees or of any general meeting, if signed by the chairman of such meeting or by the chairman of the next succeeding meeting, shall be conclusive evidence of the matters stated in such minutes.

Such minutes may be distributed via the Scottish FA's website or via any other form of electronic communication, and shall be kept for at least 10 years from the date of the relevant meeting.

#### 68. VALIDITY OF ACTS

All acts done by any meeting of the Board or by the Professional Game Board, the Non-Professional Game Board, the Judicial Panel or a Committee or sub-committee, or by any person acting bona fide as a Director or as a member of the Professional Game Board, the Non-Professional Game Board, the Judicial Panel or a Committee or sub-committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of the said member or person acting as aforesaid, be as valid as if such member or person had been duly appointed and was qualified to act.

#### 69. SECRETARY AND INTERIM CHIEF EXECUTIVE

- 69.1 Subject to the provisions of the Act, the Secretary shall be appointed by the Board for such time, at such remuneration and upon such conditions as it may think fit, and any Secretary so appointed may be removed by it.
- 69.2 The Board may from time to time by resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.
- 69.3 The Secretary shall ordinarily also serve in the capacity of Chief Executive but, at the entire discretion of the Board, different persons may be appointed to office as the Secretary and the Chief Executive, respectively.
- 69.4 Without prejudice to Article 69.3, where the position of Chief Executive is vacant, the Board may (in its sole discretion) appoint an individual to act as Chief Executive on an interim basis and empower such individual to exercise such powers of the Chief Executive as the Board decides. Any individual acting in this capacity shall only hold those positions which these Articles state are to be held by the Chief Executive with the prior approval of the Board.

# GENERAL PROVISIONS APPLICABLE TO HONORARY OFFICE-BEARERS, OFFICE-BEARERS, MEMBERS OF THE CONGRESS AND DIRECTORS

#### 70. INDEMNITY. ETC.

- 70.1 Subject to Article 70.2, every Honorary Office-Bearer, Office-Bearer, Director, ordinary member of the Congress, co-opted person, Secretary, Chief Executive or other officer or employee of the Scottish FA may be indemnified out of the Scottish FA's assets against:-
  - (a) any liability incurred by that person in connection with any negligence, default, breach of duty or breach of trust in relation to the Scottish FA;
  - (b) any liability incurred by that person in connection with the activities of the Scottish FA in its capacity as a Trustee of an occupational pension scheme (as defined in Section 236(6) of the Act); and
  - (c) any other liability incurred by that person as an officer of the Scottish FA,
  - except such as may happen from his own respective wilful neglects or defaults.
- 70.2 This Article 70 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.
- 70.3 Without prejudice to the provisions of Article 70.1, the Board shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Honorary Office-Bearers, Office-Bearers, Directors, ordinary members of the Congress, co-opted persons, Secretary, Chief Executive or other officer or employee of the Scottish FA, or of any other company in which the Scottish FA or any of the predecessors of the Scottish FA has any interest, whether direct or indirect, or which is in any way allied to or associated with the Scottish FA, or of any subsidiary undertaking of the Scottish FA or of any such other company, or who are or were at any time trustees of any pension fund in which any employees of the Scottish FA or of any such other company or subsidiary undertaking are interested, including insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported execution to their powers and/ or otherwise in relation to their duties, powers or offices in relation to the Scottish FA or any such other company, subsidiary undertaking or pension fund.

#### 71. REMUNERATION AND EXPENSES

- 71.1 Members of the Congress and, where appropriate, third parties invited to appear before the Congress under Article 50.2, and such other third parties as approved by the Board, shall be entitled to expenses properly incurred by them for attending meetings of the Scottish FA in connection with the discharge of their duties on a scale to be determined by the Board.
- 71.2 The Board shall be authorised to increase the remuneration of the Directors and, where appropriate, co-opted persons, each year in line with the percentage increase applied to Scottish FA staff remuneration in the relevant year. Any additional increase in the remuneration of the Directors (specifically excluding the Chief Executive) and, where appropriate, co-opted persons in any such year shall require approval by ordinary resolution

of the Scottish FA. Unless any such resolution provides otherwise, the remuneration of the Directors and, where appropriate, co-opted persons shall be deemed to accrue from day to day.

71.3 In the event of prolonged absence of the President, the Vice-President shall deputise for the President, as required, and receive the remuneration of the President, pursuant to Article 71.2; subject to a maximum period of 12 months.

#### 72. LIBERTY TO CONTRACT

A member of the Congress, the Board, the Professional Game Board or the Non-Professional Game Board or a co-opted person shall be at liberty to contract with the Scottish FA and shall not be disqualified by reason of his having so contracted, and such member of the Congress, the Board, the Professional Game Board or the Non-Professional Game Board or co-opted person shall not be bound to account to the Scottish FA for any profit which he may derive from the Scottish FA from his having so contracted with it, provided that at the time the contract is entered into he discloses his interest therein and does not participate in any part of any meeting of the Congress, the Board, the Professional Game Board or the Non-Professional Game Board (as the case may be) at which such contract is discussed, count in the quorum for such part of any such meeting or vote in the matter.

## **COMMERCIAL AND FINANCIAL**

#### 73. COMMERCIAL ARRANGEMENTS

- 73.1 The Board may approve contracts on behalf of the Scottish FA with commercial sponsors, broadcasters, publishers and others for the benefit of members and Association Football generally or otherwise as required by law.
- 73.2 Any such contracts shall be binding upon each member subject to the terms of any sponsorship or other commercial contract of a member previously approved by the Scottish FA and in force on the date any such contract is entered into by the Scottish FA. Where there is any conflict between a commercial contract entered into by the Scottish FA and one entered into by a member, the Scottish FA's contract shall prevail and members shall reflect this Article 73 in all of their commercial contracts.
- 73.3 Such contracts to be entered into on behalf of the Scottish FA shall include:-
  - (a) central sponsorship of the Challenge Cup Competition, the Women's Challenge Cup Competition or any other competitions organised or promoted by the Scottish FA;
  - (b) transmission and recording by any means of any match organised or promoted by the Scottish FA;
  - (c) commercial exploitation of the Scottish FA's name, badge, emblem, trade marks and other intellectual property; and
  - (d) publications, including sound, video and DVD recordings and such other appropriate media, relating to the history and matches of the Scottish FA.
- 73.4 Members shall take all reasonable steps to assist in securing compliance by the Scottish FA with its obligations to third parties in implementing the terms of such contracts and, in particular, shall, without prejudice to the foregoing generality, make available appropriate

facilities for the transmission or recording by any means of matches organised or promoted by the Scottish FA and for the preparation of publications or official photographs related thereto and shall be deemed to license the use by the Scottish FA of all such transmissions, recordings, publications or official photographs and of any other copyright or other intellectual property rights of members required by the Scottish FA in connection with such transmissions, recordings, publications or official photographs.

- 73.5 Monies received by the Scottish FA in terms of any contract referred to in this Article 73 shall be apportioned by the Board in its discretion.
- 73.6 The Board may require any club to provide services and facilities pursuant to any contract relating to sponsorship of the Challenge Cup Competition, the Women's Challenge Cup Competition or any other competitions organised or promoted by the Scottish FA.

#### 74. SPONSORSHIP

- 74.1 Any recognised football body, club, official, Team Official or other member of Team Staff, player or referee contemplating any form of sponsorship shall procure that the requirements of the Scottish FA pursuant to these Articles, the Challenge Cup Competition Rules and the Women's Challenge Cup Competition Rules shall take precedence over any of its obligations to the contemplated sponsor and that such obligations will be harmonised and be consistent with the requirements of the Scottish FA.
- 74.2 No recognised football body shall be permitted to change its name to one which could be associated with a sponsor or with any commercial enterprise or product or to assume a name which could be similarly associated.

#### 75. EXECUTION AND AUTHENTICATION OF DOCUMENTS

- 75.1 Every deed, contract, document, instrument or other writing shall be subscribed on behalf of the Scottish FA in accordance with the requirements of the Act and may, to the extent permissible by law, be executed by means of electronic signature.
- 75.2 Any Director or the Secretary or any person appointed by the Board shall have power to authenticate any documents affecting the constitution of the Scottish FA, any resolutions passed by the Scottish FA, and any books, records, documents and accounts relating to the business of the Scottish FA, and to certify copies thereof or extracts therefrom as true copies or extracts. Where any books, records, documents or accounts are elsewhere than at the Office, the officer, servant or agent of the Scottish FA having the custody thereof shall be deemed to be a person appointed by the Board as aforesaid. A document purporting to be a copy of a resolution, or a copy of or an extract from the minutes of a meeting of the Scottish FA or of the Board, the Professional Game Board, the Non-Professional Game Board or any Committee or sub-committee which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Scottish FA upon the faith thereof that such resolution has been duly passed or, as the case may be, that such minutes or extract is a true and accurate record of proceedings at a duly constituted meeting.

#### 76. FINANCIAL ACCOUNTS

76.1 The Board shall cause accounting records to be kept in accordance with the requirements of the Act. The accounting records shall be kept at the Office or, subject to the provisions of the Act, at such other place or places as the Board shall think fit, including (to the extent permissible by law) in a cloud service.

- 76.2 The Board may from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records or other books or documents of the Scottish FA or any of them shall be open to the inspection of members and no member shall have any right of inspecting any accounting records or other books or documents of the Scottish FA except as conferred by statute or authorised by the Board or by the Scottish FA in general meeting.
- 76.3 At the Annual General Meeting in every year the Board shall, in accordance with the provisions of the Act, lay before such meeting the financial statements for the period since the last preceding accounting reference date of the Scottish FA. All such financial statements shall be signed by any Director (and may, to the extent permissible by law, be signed by means of electronic signature), and shall be stated in accordance with any statutory and financial accounting requirements for the time being in force.
- 76.4 Copies of all such financial statements as are referred to in Article 76.3, together with any other documents required by law to be annexed or attached thereto or to accompany the same, shall be sent to all persons entitled to receive notices of general meetings in accordance with the Act (in the manner in which notices are in terms of these Articles directed to be served) and to UEFA not later than the end of the period for filing of such financial statements prescribed by the Act or, if earlier, the date on which the Scottish FA actually delivers such financial statements and reports to the Registrar of Companies.

#### 77. AUDIT

- 77.1 In accordance with the provisions of the Act, at least once in every year the accounts of the Scottish FA shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditor or auditors.
- 77.2 Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act, the Directors being treated for all purposes as the directors mentioned in those provisions.

## **PLAYERS**

#### 78. STATUS

- 78.1 A player shall be either an amateur or a professional. A professional is a player who has a written contract with a club and is paid more for his footballing activity than the expenses he effectively incurs in connection with his participation in or for any activity connected with Association Football. All other players are considered to be amateurs. When a player is registered as a professional he immediately loses his status as an amateur.
- 78.2 Medical fees incurred in connection with an injury sustained by an amateur player while playing for his club may be paid by such club without infringing the player's status as an amateur, and likewise an amateur player may be reimbursed by an insurance company in terms of an existing policy for any period during which he is prevented by incapacity from following his normal course of employment by reason of an injury sustained while playing for such club.
- 78.3 A player who was last registered as a professional may not re-register as an amateur until at least 30 days after his last match as a professional.

78.4 A player of professional status shall not be inhibited because of such status from moving from one club to another or from playing for any club provided that his doing so is within the limitations of the regulatory framework governing player movement and participation.

#### 79. SUBJECT TO ARTICLES AND RULES

- 79.1 A player having signed a registration form shall be subject to and shall comply with these Articles, the Laws of the Game and the rules, procedures and regulations of the Scottish FA, whose decision in all matters in dispute shall be final and binding, subject to any relevant appeals or arbitration procedure available in terms of these Articles, and all registration forms shall display prominently a statement to this effect. Failure to so comply by a player may result in the player being deemed ineligible to play for the club for which he is registered and/or being liable to such penalties or conditions as the Judicial Panel may think proper.
- 79.2 A player who participates in any match played under the jurisdiction of the Scottish FA shall also be subject to the terms of Article 79.1.
- 79.3 A player who has signed a registration form or who participates in any match played under the jurisdiction of or with the permission of the Scottish FA shall be subject also to the regulations and authority of UEFA and FIFA and decisions issued by the Court of Arbitration for Sport.
- 79.4 A player having signed a registration form of any description shall not sign another unless as authorised elsewhere in these Articles or the Registration Procedures. A signing can be made invalid only by declaration of the Scottish FA.

#### 80. PROHIBITION ON APPROACH TO REGISTERED PLAYER

- 80.1 Except as otherwise provided by these Articles, the Registration Procedures or such regulations as are issued by FIFA, in connection with the status and transfer of players, from time to time, a club, official, Team Official or other member of Team Staff, Team Scout, player or other person, shall not directly or indirectly induce or attempt to induce a registered player of another club to leave for any purpose whatsoever the club for which he is so registered. Public statements by officials of their interest in registered players of other clubs or by players expressing interest in registered players of other clubs shall be regarded as attempts to induce within the meaning of this Article 80.1.
- 80.2 Except as otherwise provided by these Articles, the Registration Procedures or such regulations as are issued by FIFA in connection with the status and transfer of players, or approved by the Board, from time to time, no club shall employ a player who is registered for any other club or who has failed to comply with a decision of the Board.
- 80.3 Except as otherwise provided by these Articles, the Registration Procedures or such regulations as are issued by FIFA, in connection with the status and transfer of players, from time to time, a registered player shall not directly or indirectly through an agent or otherwise communicate with or approach another authorised club or any official or player of another authorised club or other person with the object of negotiating or arranging the transfer of registration of himself or another player of any other authorised club during the currency of his or that other player's contract.
- 80.4 No member or person instructed by such member shall either directly or indirectly induce or attempt to induce any manager, coach, trainer or other person involved in the training or management of the team of another member to terminate a contract of employment with

that other member (whether or not by breach of contract) or either directly or indirectly approach any manager, coach, trainer or other person, as aforesaid, with a view to offering employment without first obtaining the consent in writing of that other member.

#### 81. REVERSION OF TRANSFER OF REGISTRATION RIGHTS

If any club is expelled, resigns, retires or ceases for whatever reason to be a member of the Scottish FA, the registrations of the players who are registered with the Scottish FA by such club shall continue to be held by the Scottish FA for such period as the Board determines. Without prejudice to the foregoing generality, the Scottish FA shall not be responsible to meet any financial obligations to such registered players.

#### 82. INTERNATIONAL SELECTION

- 82.1 No player selected to attend any international or other match arranged by the Scottish FA shall refuse to comply with the arrangements for playing in such match or fail to attend such match without good and sufficient cause. No club or official or Team Official or other member of Team Staff shall encourage or instigate or cause such player so to refuse.
- 82.2 Any player selected to attend any international or other match arranged by the Scottish FA shall comply with these Articles and any statutes, regulations, directives, codes, decisions and International Match Calendar promulgated by the Board, the Professional Game Board, a Committee or sub-committee, FIFA, UEFA or the Court of Arbitration for Sport, including the Anti-Doping Regulations.

#### 83. NOT USED

#### 84. REGISTRATION FOR COMPETITIONS

For competition purposes only, any Affiliated Association, Affiliated National Association or other recognised football body may make provision in its rules for the registration of players but such registration shall not be binding on the player in any manner contrary to these Articles or the Registration Procedures.

#### 85. SCOTTISH FA FOOTBALL AGENT REGULATIONS

All clubs and persons under the jurisdiction of the Scottish FA shall be bound by and shall comply with the Scottish FA Football Agent Regulations. The Judicial Panel will have jurisdiction to deal with any alleged breach of the Scottish FA Football Agent Regulations and to impose sanctions in relation to a breach thereof as prescribed within the Judicial Panel Protocol.

# PROVISIONS APPLICABLE TO RECOGNISED FOOTBALL BODIES, CLUBS, PLAYERS, ETC.

#### 86. COMMUNICATIONS AND ENOUIRIES

- 86.1 In order that the affairs of the Scottish FA may be conducted without unreasonable hindrance, a recognised football body, club, official, Team Official or other member of Team Staff, player, referee or other person under the jurisdiction of the Scottish FA is required to answer a written communication from the Scottish FA and, without prejudice to the foregoing generality, the Compliance Officer timeously.
- 86.2 To assist the Scottish FA and, without prejudice to the foregoing generality, the Compliance Officer in its enquiries into any incidents, allegations and/or matters which may constitute a breach of these Articles and/or any of the rules and regulations as detailed within Article 5.1, a recognised football body, club, official, Team Official or other member of Team Staff, player, referee or other person under the jurisdiction of the Scottish FA shall be required, upon reasonable notice, to:-
  - (a) attend a meeting (including by any means of electronic communication) to answer questions and provide information at a time and place determined by the Scottish FA or the Compliance Officer (as the case may be); and
  - (b) provide the Scottish FA or the Compliance Officer (as the case may be) with any documents, information or other form of evidence or material of any nature held by that person which are requested by the Scottish FA or the Compliance Officer (as the case may be); and
  - (c) procure and provide to the Scottish FA or the Compliance Officer (as the case may be) any documents, information or other form of evidence or material of any nature not held by the person, but which he has the power to obtain, which are requested by the Scottish FA or the Compliance Officer (as the case may be).

Where an interview takes place pursuant to Article 86.2(a), such interview may be recorded by any method determined by the Scottish FA or the Compliance Officer (as the case may be) in its absolute discretion to be appropriate, including tape/electronic recording. A copy of any such recording shall be provided to the interviewee as soon as practicable after the interview takes place.

86.3 Each of the Board, the Professional Game Board, the Non-Professional Game Board, each Committee and sub-committee, and the Compliance Officer is authorised to compel any recognised football body, club, official, Team Official or other member of Team Staff, player, referee or other person under the jurisdiction of the Scottish FA to appear before it as a witness and/or to assist it in its enquiries.

#### 87. ACCEPTANCE OF AWARDS, ETC.

87.1 No club, manager, trainer or other official, Team Official or other member of Team Staff or player of any club or any referee shall accept or receive or permit it or its name to be associated with the acceptance of any testimonial, presentation or gift, where the value of the gift is more than £200, without the prior approval of the Scottish FA.

87.2 A club, or any manager, trainer or other official, Team Official or other member of Team Staff or player of a club, referee or other person under the jurisdiction of the Scottish FA shall not contribute to any testimonial, presentation or gift which has not been sanctioned as appropriate by the Scottish FA or by an Affiliated National Association.

## **ANTI-DOPING**

#### 88. THE ANTI-DOPING REGULATIONS

- 88.1 All players, recognised football bodies, clubs, officials, Team Officials, Team Staff, referees and other persons under the jurisdiction of the Scottish FA are bound by and are required to comply in all respects with the provisions of the Anti-Doping Regulations.
- 88.2 Any allegations that Article 88.1 and the provisions of the Anti-Doping Regulations have been breached shall be considered and determined by the Scottish FA (or its designee) in accordance with the terms of the Anti-Doping Regulations.
- 88.3 The Scottish FA (or its designee) shall have the power to impose such penalties as are specified in the Anti-Doping Regulations for any breaches of this Article 88 and of the Anti-Doping Regulations.
- 88.4 If it is established that a breach of the Anti-Doping Regulations has occurred, the Scottish FA (or its designee) shall impose such penalties and consequences as are provided in the Anti-Doping Regulations. Any such decision is subject to the appeal rights and mechanisms outlined in the Anti-Doping Regulations.
- 88.5 All suspensions imposed for any breach of Article 88 and the Anti-Doping Regulations shall be regulated strictly in accordance with the provisions of the Anti-Doping Regulations.

## REFEREES

#### 89. REFEREES

All persons intending to participate as referees in Association Football played under the jurisdiction of the Scottish FA require to be registered as a referee with the Scottish FA and in membership of one of the Referees' Associations. The Referee Committee shall determine the classification system for all referees. No person below 16 years of age shall be registered as a referee.

#### 90. REGISTER OF REFEREES

90.1 The Scottish FA shall maintain a register of referees. Referees having been included within the register of referees shall be subject to and comply with these Articles and to any regulations, statutes, directives, codes or decisions promulgated or issued by the Board, the Professional Game Board, the Non-Professional Game Board, the Judicial Panel, a Committee or sub-committee, FIFA, UEFA or the Court of Arbitration for Sport. From this register, the Referee Committee shall determine annually the List of Referees for matches involving a club or clubs in full membership.

- 90.2 Unless the rules of a European or other competition prescribe to the contrary, or unless the Scottish FA gives permission to the contrary, every match in which a club in full membership is engaged within Scotland shall be controlled by a Referee whose name is included within the List of Referees. All other matches which are played under the jurisdiction of the Scottish FA in which one or both clubs are in registered membership shall be controlled by a referee who is a registered referee, and any exception to this Article 90.2 shall only be allowable at the discretion of the Referee Committee.
- 90.3 The Scottish FA will use its reasonable endeavours to facilitate the appointment(s) of match officials to matches as specified in Article 90.2, and those matches played under the jurisdiction of the Scottish Junior FA and Scottish Women's Football.

#### 91. Participation as a player or representative of a recognised football body

- 91.1 A referee whose name is included in the List of Referees shall not be eligible to take part in any match as a player or to be nominated as a representative of a recognised football body or club as prohibited in terms of these Articles unless he has officially resigned as a registered referee and from membership of his Referees' Association and has satisfied the Referee Committee that he has permanently ceased to be a referee.
- 91.2 All other registered referees may participate in football as a player or as a representative of a recognised football body or club, provided that to do so is not contrary to these Articles and that there is no conflict of interest between his role as a referee and his role as a player, Team Official or other member of Team Staff or official.
- 91.3 If a referee is suspended as a player, Team Official or other member of Team Staff or official his registration as a referee is suspended for the duration of the period of such suspension.

#### 92. PAYMENT TO REFEREES

It is not permitted that any club may pay more than the authorised tariff for the services of a match official from the List of Referees, nor is it permitted for a match official to accept payment in excess of the tariff. A club cannot issue more than two complimentary tickets to each of the appointed match officials at any match. In all Challenge Cup Competition and Women's Challenge Cup Competition appointments made by the Scottish FA the remuneration of match officials shall be on the scale laid down in the tariff for the List of Referees. In all appointments made by Affiliated National Associations or other recognised football bodies to matches under their direct jurisdiction the authorised tariff of the relevant appointing body shall apply.

#### 93. DISCUSSION OF POINTS OF PLAY

A referee shall be permitted to discuss points of play related to a match strictly in accordance with instructions promulgated by the Referee Committee and approved by the Board from time to time.

### **PENALTIES**

#### 94 JUDICIAL PANEL'S POWERS

- 94.1 No recognised football body, club, official, Team Official or other member of Team Staff, player, referee or other persons under the jurisdiction of the Scottish FA shall bring the game of Association Football into disrepute.
- 94.2 Any recognised football body, club, official, Team Official or other member of Team Staff, player, referee or other person under the jurisdiction of the Scottish FA is obliged to comply with the decisions and/or determinations of the Scottish FA (including the Professional Game Board, the Non-Professional Game Board, the Judicial Panel, a Committee and any sub-committee), subject to any right of appeal available to such entity or person pursuant to these Articles.
- 94.3 When a sentence of expulsion has been passed, the permanency or otherwise of such expulsion shall be a matter for the discretion of the Judicial Panel.

#### 95. INFRINGEMENT OF THESE ARTICLES

The Judicial Panel shall have jurisdiction, subject to the terms of the Judicial Panel Protocol, to deal with any alleged infringement of any provision of these Articles. A recognised football body, club, official, Team Official or other member of Team Staff, player, referee or other person under the jurisdiction of the Scottish FA if found to have infringed the Articles shall be liable to censure or to a fine or to a suspension or to an expulsion or to ejection from the Challenge Cup Competition and/or the Women's Challenge Cup Competition, to any combination of these penalties or such other penalty, condition or sanction as the Judicial Panel considers appropriate, including such other sanctions as are contained within the Judicial Panel Protocol, in order to deal justly with the case in question.

#### 96. OTHER SANCTIONS

- 96.1 No recognised football body, club, official, Team Official or other member of Team Staff, player or other person under the jurisdiction of the Scottish FA, reported to the Scottish FA by a referee for misconduct, or any such body or person, shall, in an interview, a "blog" on the Internet, on a social networking or micro-blogging site, on any media platform presently existing or hereinafter invented, or in any other manner calculated or likely to lead to publicity which is brought to the Scottish FA's attention or of which the Scottish FA becomes aware by whatever manner or means, criticise the performance(s) of any or all match official(s) in such a way as to indicate bias or incompetence on the part of such match official or make remarks about such match official which impinge upon his character.
- 96.2 No club, official, Team Official, other member of Team Staff or player shall make public comments which relates to a referee who has been appointed to a match involving the club of the official, Team Official, other member of Team Staff or player; such comments having been made by the official, Team Official, other member of Team Staff or player at any time prior to the relevant match.
- 96.3 Suspension of a referee by an Affiliated National Association or other recognised body shall only be effective within that association or body.
- 96.4 If a person is debarred by the Scottish FA from taking part in football management, any office held by him in relation to the Scottish FA or its members or other recognised football body shall be immediately vacated.

- 96.5 No official, Team Official, other member of Team Staff or player shall engage in harassment, either orally or physically, of any of the match officials so officiating, during and/or directly after a match involving the club of the official, Team Official, other member of Team Staff or player.
- 96.6 A recognised football body, club, official, Team Official, other member of Team Staff, player or other person under the jurisdiction of the Scottish FA shall, at all times, act in the best interests of Association Football and shall not act in any manner which is improper or use any one, or a combination of, violent conduct, serious foul play, threatening, abusive, indecent or insulting words or behaviour.

#### 97. FAILURE TO PAY A FINE

In the event that any fine imposed upon any recognised football body, club, official, Team Official or other member of Team Staff, player, Intermediary, referee, Team Scout or any other person under the jurisdiction of the Scottish FA is not paid by or on behalf of such person, in accordance with the direction(s) of the Judicial Panel, pursuant to the Judicial Panel Protocol, the Scottish FA will be entitled to offset such outstanding fine from and against the relevant amount of any monies held by the Scottish FA by or on behalf of such person or owed by the Scottish FA to such person. In the case of an official, Team Official or other member of Team Staff or player or Team Scout, the Scottish FA will be entitled to effect offset in the context of monies otherwise due to the club with which such official, Team Official or other member of Team Staff or player or Team Scout is associated.

#### 98. APPLICATION OF SUSPENSIONS

A suspension imposed on a player, Team Official or other member of Team Staff or official or other person by an Affiliated National Association and which applies for a period of time shall, on notification to the Scottish FA, be deemed to apply to all Association Football in Scotland, save for competitions organised by FIFA or UEFA. During such period of suspension, a player, Team Official or other member of Team Staff or official or other person shall be prohibited from taking any part in Association Football in Scotland, save for competitions organised by FIFA or UEFA. Any other suspension imposed by an Affiliated National Association or other body shall apply only to matches immediately within its jurisdiction, unless such other suspension has been notified to, and confirmed by, the Scottish FA.

## **RESOLUTION OF DISPUTES BETWEEN MEMBERS**

#### 99 ARRITRATION

#### **DEFINITIONS**

- 99.1 An "associated person" in this Article 99 shall mean a (i) player, (ii) official, (iii) referee, (iv) club, (v) league, association or other combination of players, officials, referees or clubs formed with the consent of the Scottish FA under Article 18.1 and (vi) any other person who is subject to the jurisdiction of the Scottish FA.
- 99.2 A "Scottish FA Dispute" in this Article 99 shall be any dispute or difference between or among members and/or any associated person(s) on the one hand and the Scottish FA on the other (with the exception of a matter which falls within the supervisory jurisdiction of the Court of Session, and with the exception of any matter for which the Judicial Panel or tribunals appointed therefrom have jurisdiction under these Articles).
- 99.3 A "Football Dispute" in this Article 99 shall be a dispute between or among members and/ or any associated person(s) arising out of or relating to Association Football (with the exception of a matter which falls within the supervisory jurisdiction of the Court of Session, and with the exception of any matter for which the Judicial Panel or tribunals appointed therefrom have jurisdiction under these Articles).
- 99.4 Other definitions shall have the meanings ascribed to them elsewhere in the Articles.
- 99.5 For the purposes of this Article 99, references to the Secretary shall also include such other employee or officer of the Scottish FA as the Secretary may nominate to carry out his functions under this Article 99.

#### **GENERAL**

- 99.6 This Article 99 comprises an agreement by members and associated persons to submit Football Disputes and Scottish FA Disputes to arbitration. The terms of this Article 99 shall apply to any arbitration in respect of which the Notice to Refer is served on or after the date of the 2022 Annual General Meeting. The terms of Article 99 which applied immediately prior to that date shall continue to apply to any arbitration in respect of which the Notice to Refer was submitted before that date.
- 99.7 In any arbitration under this Article 99, the following shall also apply:- the provisions of the Arbitration (Scotland) Act 2010 ("the 2010 Act"), including the Scottish Arbitration Rules which form Schedule 1 to the 2010 Act (with the exception of Rules 11, 22, 26, 41, 43 and 46 of the Scottish Arbitration Rules, which are hereby disapplied), and any other mandatory statutory or other provisions applicable to the conduct of an arbitration in Scotland. In the event of any conflict between the terms of this Article 99 and any of the default rules of the Scottish Arbitration Rules which have not been expressly disapplied by this Article 99, the terms of this Article 99 shall prevail.
- 99.8 Arbitrations under this Article 99 provide for resolution by an independent arbitral tribunal ("the Tribunal"). The role of the Secretary arises (in disputes other than Scottish FA Disputes) in respect of the appointment of arbitrators under Article 99.21(c). In respect of any jurisdictional or admissibility matter, which cannot be agreed between the parties to a proposed arbitration under this Article 99, such matters shall be determined by the Tribunal, who shall have available the powers provided to them in this Article 99 and in

the 2010 Act or otherwise by the law of Scotland. The Secretary may point out to the parties to a proposed arbitration any jurisdictional, admissibility, conflict or other issues as he shall think fit. Insofar as a party to a proposed arbitration does not agree with the Secretary in such circumstances, then the appointment of the Tribunal shall proceed and the Tribunal shall resolve the matter. Where the Secretary has raised such a matter with a party to a proposed arbitration and such party declines to take a step suggested by the Scottish FA, a Tribunal may take this into consideration in any award of costs.

- 99.9 In respect of all arbitrations conducted under this Article 99, the law governing the arbitration shall be the law of Scotland and the seat of the arbitration shall be Scotland.
- 99.10 Where a party to a Football Dispute or a Scottish FA Dispute has available to it an alternative process for resolution of the matter which is the subject of such Football Dispute or Scottish FA Dispute (as the case may be) pursuant to the rules of any recognised football body, including (without limitation) the disciplinary rules and/or processes of any recognised football body which is a party to the relevant Football Dispute or Scottish FA Dispute (as the case may be), then it shall avail itself of such process before it refers the relevant Football Dispute or Scottish FA Dispute (as the case may be) to arbitration under this Article 99. Any appeal to the Scottish FA against the outcome of such a process shall proceed in accordance with the provisions of Paragraph 14 of the Judicial Panel Protocol. Similarly, appeals against Determinations of a Disciplinary Tribunal, disciplinary committee or a Club Licensing determination shall proceed in accordance with the relevant provisions of Paragraph 14 of the Judicial Panel Protocol. Where such a right of appeal exists to the Judicial Panel or tribunals appointed therefrom, then such matters shall not be referred to arbitration under this Article 99.

#### **SCOTTISH FA DISPUTE ARBITRATIONS**

- 99.11 The fact of membership of the Scottish FA and/or the submission to the jurisdiction of the Articles and/or association with a member by an associated person shall constitute an agreement by a member and/or an associated person and/or the Scottish FA that such member and/or associated person and/or the Scottish FA shall settle a Scottish FA Dispute by arbitration conducted in accordance with Articles 99.12 to 99.15, 99.30 and 99.31.
- 99.12 Failing agreement between or among the Scottish FA and the member(s) and/or associated person(s) which are party to a proposed Scottish FA Dispute arbitration within a reasonable period of time, any of the parties to the proposed arbitration may request in writing that a sole arbitrator shall be selected and appointed by any of the following:
  - the Chairman or Vice Chairman of the Chartered Institute of Arbitrators (Scottish Branch);
  - (ii) the President or Vice President of the Law Society of Scotland; or
  - (iii) the Executive Director or the Chairman of Sports Resolutions (UK) (a trading name of Sports Dispute Resolution Panel Limited, company no. 03351039, registered at 1 Salisbury Square, London, EC4Y 8AE) ("Sport Resolutions").

Where appointment is by Sport Resolutions, Sports Resolution's Arbitration Rules, as amended by Sports Resolutions from time to time (https://www.sportresolutions.co.uk/uploads/related-documents/D\_3\_-\_Arbitrations\_Rules.pdf), shall apply, save that (1) all such arbitrations shall follow the Full Arbitration Procedure; and (2) their provisions regarding the seat, applicable law, and statutory regime shall be deleted, so that the law governing the arbitration shall be the law of Scotland and the seat of the arbitration shall be Scotland, and the 2010 Act (as amended from time to time), shall apply.

- 99.13 A member, an associated person and/or the Scottish FA shall not take a Scottish FA Dispute to a court of law, except with the prior approval of the Board, provided that this Article 99.12 shall not prevent a member, associated person and/or the Scottish FA from raising proceedings for time bar purposes, subject to such proceedings being sisted at the earliest opportunity for resolution in accordance with this Article 99.
- 99.14 Where a Scottish FA Dispute has been referred to arbitration, each member and/or associated person involved in such Scottish FA Dispute, together with the Scottish FA, shall submit to the jurisdiction of the arbitral tribunal and shall adhere to the provisions in this Article 99.
- 99.15 A party which is not the Scottish FA, a member or an associated person may only participate in a proposed Scottish FA Dispute arbitration if it is bound by the agreement to arbitrate referred to in Article 99.11 or if it and the other parties to the arbitration agree to its participation in writing. If the Scottish FA, a member or an associated person wishes such a third party to participate in the arbitration, it shall give notice of the proposed third party and the reasons for their participation to the Secretary and all other parties to the proposed Scottish FA Dispute arbitration. Provided that either the proposed third party is bound by the agreement to arbitrate referred to in Article 99.11 or it and the other parties to the arbitration have agreed in writing to its participation, the proposed third party shall be entitled to participate in the proposed Scottish FA Dispute arbitration. The status of any third party and its rights in the procedure shall be for the Tribunal to determine. The third party shall not in any circumstances be entitled to nominate an arbitrator for the purposes of the arbitration nor shall a notification by the Scottish FA, a member or an associated person of a proposed third party postpone the appointment of the arbitrator(s) for the proposed Scottish FA Dispute arbitration under Article 99.12 and the proposed third party may not challenge the formation of the Tribunal for the proposed Scottish FA Dispute arbitration on the ground that it, the third party, did not have the opportunity to participate in the nomination of the arbitrator(s).

#### **FOOTBALL DISPUTE ARBITRATIONS**

- 99.16 The fact of membership of the Scottish FA and/or the submission to the jurisdiction of the Articles and/or association with a member by an associated person shall constitute an agreement by a member and/or an associated person that such member and/or associated person shall settle a Football Dispute by arbitration conducted in accordance with Articles 99.17 to 99.31.
- 99.17 A member or an associated person shall not take a Football Dispute to a court of law, except with the prior approval of the Board, provided that this Article 99.17 shall not prevent a member or associated person from raising proceedings for time bar purposes, subject to such proceedings being sisted at the earliest opportunity for resolution in accordance with this Article 99.
- 99.18 The submission of a Football Dispute to arbitration by a member or associated person or a group of members and/or associated persons (each "a Referring Party" and together "the Referring Parties") shall be done by submitting to the Secretary and, at the same time, intimating to the other member(s) and/or associated person(s) who are party to the Football Dispute (each "a Respondent" and together "the Respondents") of a written notice to refer to arbitration ("a Notice to Refer"), which notice shall include:-
  - (i) the nature and a brief description of the dispute and of the name and address of the Respondent(s);
  - (ii) details of where and when the dispute has arisen; and
  - (iii) the nature of the redress which is sought.

The last date on which the Notice to Refer is intimated to the Respondent(s) and submitted to the Secretary shall be deemed to be the date on which the arbitral proceedings are commenced.

- 99.19 Where a Football Dispute has been referred to arbitration, each such member and/or associated person involved in the Football Dispute shall submit to the jurisdiction of the Tribunal and shall adhere to the provisions in this Article 99.
- 99.20 The Scottish FA shall maintain a list of qualified candidates ("the Tribunal Candidate List") to sit as arbitrators in tribunals to determine Football Disputes referred in accordance with this Article 99. The Tribunal Candidate List can be supplemented by the Scottish FA at any time and from time to time, including whilst an arbitration is pending under this Article 99. The Secretary is authorised by the Board to appoint members of the Tribunal Candidate List for the purposes of this Article 99.
- 99.21 Any Football Dispute referred to arbitration in accordance with this Article 99 shall be conducted pursuant to the following provisions:-
  - (a) Upon receipt of a Notice to Refer by the Secretary, the Secretary shall send notice ("the Secretary's Notice") to the Referring Party or the Referring Parties (as the case may be) and to the Respondent or the Respondents (as the case may be), which Secretary's Notice shall include (i) a copy of the Notice to Refer; (ii) a list of the component members of the Tribunal Candidate List; (iii) a copy of the provisions of this Article 99; and (iv) an invitation to the Referring Party(ies) and the Respondent(s) to nominate or agree to the appointment of arbitrators in accordance with this Article 99.21.
  - (b) Subject to Article 99.21(c) and (e), the Tribunal shall consist of three arbitrators. Each of (i) the Referring Party (or the Referring Parties jointly, if they are multiple) and (ii) the Respondent (or the Respondents jointly, if they are multiple) shall nominate and appoint an individual from the Tribunal Candidate List as its/their arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator who shall be or has been a solicitor or advocate or member of the judiciary (Sheriff Court or Court of Session) of not less than 10 years' standing (including cumulatively in a combination of the said functions) and who shall act as chairman of the Tribunal ("the Tribunal Chairman"). The Tribunal Chairman shall generally be a suitable person appointed from the Tribunal Candidate List, but may, where appropriate, be a solicitor or advocate, or member of the judiciary (Sheriff Court or Court of Session) of not less than 10 years' standing (including cumulatively in a combination of the said functions) who is not included in the Tribunal Candidate List.
  - (c) If either of the Referring Party (or the Referring Parties jointly, if they are multiple) or the Respondent (or the Respondents jointly, if they are multiple) fail to nominate an arbitrator within 14 days of receiving the Secretary's Notice, such arbitrator(s) shall be appointed from the Tribunal Candidate List by the Secretary. If both of the Referring Party (or the Referring Parties jointly, if they are multiple) and the Respondent (or the Respondents jointly, if they are multiple) fail to nominate an arbitrator within 14 days of receiving the Secretary's Notice, the Secretary shall have the power in his sole discretion to appoint a single arbitrator or a panel of three arbitrators from the Tribunal Candidate List.
  - (d) If the two arbitrators nominated under Articles 99.21(b) or (c) fail to agree upon the appointment of a third arbitrator within 14 days of the appointment of the second arbitrator, the third arbitrator shall be appointed by the President or Vice President of The Law Society of Scotland at the written request of a Referring Party or a Respondent. The Referring Party or the Respondent so requesting shall initially bear

- the nomination fee, but the Tribunal shall in its sole discretion have the power to order that the nomination fee is reimbursed in full or in part by any party or parties to the arbitration as it sees fit.
- (e) The Referring Party (or Referring Parties) and the Respondent (or Respondents) may agree to appoint jointly a single arbitrator.
- (f) If any nominated or appointed arbitrator shall die, refuse to act or become incapacitated from acting prior to the making of an award, a further arbitrator shall be appointed to replace him in the same manner as such original arbitrator was appointed. The provisions of Article 99.21(c) shall apply to a replacement appointment, subject to notice of the death, refusal or incapacity of the original arbitrator being substituted for the Secretary's Notice.
- (g) A third party (which, for the purposes of this Article 99, means a person not listed as a Referring Party or a Respondent in the Notice to Refer) may only participate in the arbitration if it is bound by the agreement to arbitrate referred to in Article 99.16 or if it and the other parties to the arbitration agree to its participation in writing.
- (h) If a Referring Party or a Respondent wishes a third party to participate in the arbitration, it shall give notice of the proposed third party and the reasons for their participation to the Secretary and all other parties listed as a Referring Party(ies) or a Respondent(s) in the Notice to Refer. Provided that either the proposed third party is bound by the agreement to arbitrate referred to in Article 99.16 or it and the other parties to the arbitration have agreed in writing to its participation, the Secretary shall send a copy of the Secretary's Notice to the third party and the Tribunal may allow the proposed third party to participate in the proposed Football Dispute arbitration. The third party shall not in any circumstances be entitled to nominate an arbitrator for the purposes of the arbitration. A notification by a Referring Party or a Respondent of a proposed third party shall not postpone the commencement of the Secretary's power of appointment under Article 99.19(c) and a third party may not challenge the formation of the Tribunal on the ground that it, the third party, did not have the opportunity to participate in the nomination of the arbitrators.
- 99.22 As soon as practicable after it has been convened, the Tribunal may convene a meeting with the parties to the arbitration or their representatives.
- 99.23 The Tribunal may adopt such procedures as it considers appropriate for the resolution of the Football Dispute to ensure its just, expeditious, economic and final determination, and may proceed by way of any combination of oral hearing and/or by written submission and/or by such manner of evidence as it considers appropriate. The status of any third party and its rights in the procedure shall be for the Tribunal to determine. Any award or procedural decision of the Tribunal shall if necessary be made by a majority and, in the event that no majority may be formed, the Tribunal Chairman shall make his determination as if he were a sole arbitrator.
- 99.24 The Tribunal may make part awards on different issues at different times.
- 99.25 If, before the award is made, the parties to the arbitration agree on a settlement of the Football Dispute, the Tribunal shall either issue an order for termination of the reference to arbitration or, if requested by all of the parties to the arbitration and accepted by the Tribunal, record the settlement in the form of an award on joint consent, and in such case the award shall be treated as an Arbitral award. The Tribunal shall then be discharged and the reference to arbitration concluded subject to payment by the parties to the arbitration of any outstanding fees and expenses of the Tribunal.

- 99.26 The Tribunal shall have the power to assess and grant an award and/or damages, and interest thereon, and make such other order as it deems appropriate in its reasonable discretion.
- 99.27 The Tribunal shall have the power to make such order against one or more of the parties to the arbitration as it considers appropriate as to the costs of the arbitration, which shall include the fees and expenses of the arbitrators and of any hearings (including any administrative costs) and the expenses and outlays of the parties to the arbitration and the Scottish FA (which shall follow the direction of the Tribunal Chairman and shall be as agreed by the parties to the arbitration and the Scottish FA or, failing such agreement, as determined by means of taxation, on the application of the parties to the arbitration or the Scottish FA to the Auditor of the Sheriff Court at Glasgow and the parties to the arbitration and the Scottish FA agree that the Tribunal shall have the power to order a party to the arbitration to pay the costs of the taxation) in the arbitration. For the avoidance of doubt, the whole costs, expenses and outlays of the arbitration, including the Tribunal's fees and outlays and any reasonable fees and outlays incurred by the Scottish FA, shall be borne by the parties to the arbitration.
- 99.28 In the event of default by any party to the arbitration in respect of any procedural order of the Tribunal, the Tribunal shall have the powers provided in the Scottish Arbitration Rules.
- 99.29 None of the Tribunal, the Tribunal's clerk (if any), the Secretary or the Scottish FA shall be liable to any party to the arbitration for any act or omission in connection with any arbitration in respect of a Football Dispute conducted under this Article 99, unless the act or omission is in bad faith, and any employee or agent of the Scottish FA is similarly protected from any such liability.

#### **GENERAL PROVISIONS**

- 99.30 Any Scottish FA Dispute or Football Dispute decided under the procedure referred to in this Article 99 shall be final and binding on the parties to the arbitration.
- 99.31 For the avoidance of doubt, the parties to any arbitration established pursuant to this Article 99 agree to renounce their respective rights of appeal, save in respect of the mandatory provisions of the Arbitration (Scotland) Act 2010 in respect of challenging awards, or as otherwise expressly provided in this Article 99.

# NOTICES

#### 100. NOTICI

- 100.1 Any notice to be given to or by any person pursuant to these Articles shall be in writing, except that a notice calling a meeting of the Board need not be in writing.
- 100.2 The signature on any notice required to be given by the Scottish FA may be typed or printed or otherwise written
- 100.3 The Scottish FA may serve, send, supply or give any notice, document or information upon or to any member or upon or to any Director, member of the Congress or co-opted person by (i) sending it through the post in a prepaid letter addressed to such member or person at its registered address (in the case of a body corporate, which expression shall include unincorporated associations of persons) or such address (home or business) as shall be nominated for the purpose, failing which the last address known to the Scottish FA for the relevant member or person (in the case of an individual); (ii) by electronic communication to any number or address used for the purposes of such communications for the time being notified to the Scottish FA by the relevant member or person for the purpose; or (iii) by making the notice, document or information available on a website or such other platform as is determined by the Board from time to time and giving notice of the availability of that document or information to such member or person.
- 100.4 Any notice sent by post shall be deemed to have been served on the day following that on which the envelope containing the same was posted, and in proving such service it shall be sufficient to produce a certificate that the envelope containing the notice was properly addressed and duly posted. Any notice served by electronic communication will be deemed to be served at the time a read receipt has been sent in relation to it or, in the event that the Scottish FA receives a notice of failed transmission of an electronic communication, on the date when the Scottish FA re-sends the electronic communication. Any notice given by means of a website or other platform shall be deemed to have been served when the notice was first made available on the website or other platform or, if later, when the recipient received (or is deemed to have received) notice of the fact that the notice was available on the website or other platform.
- 100.5 Where a given number of days' notice or notice extending over any period is required to be given, neither the day for which notice is given nor the day of service (i.e. the day following that upon which the envelope containing same was posted) shall be included in such number of days or other period.
- 100.6 The accidental omission to give notice of a meeting to, or the non-receipt of a notice for any meeting of the Scottish FA by any member or any member of the Congress, co-opted person, Director or any person entitled to receive notice shall not invalidate the proceedings at such meeting.
- 100.7 A member present at any meeting of the Scottish FA shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 100.8 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Scottish FA is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by electronic communication.

# BOARD PROTOCOL FOR THE PROFESSIONAL GAME BOARD

#### 1. INTRODUCTION

- 1.1 Pursuant to Article 63 of the Scottish FA's Articles of Association (the "Articles"), the Board has resolved to establish a Committee of the Board to be known as the Professional Game Board (the "PGB") which will perform, on behalf of the Board, certain delegated functions in relation to the Professional Game. The Board has, with the authority of the Articles, provided for the due discharge by the PGB of the functions referred to above, in accordance with the undernoted terms ("Terms").
- 1.2 Unless otherwise defined in these Terms, words and expressions shall have the same meaning as set out in the Articles, as amended from time to time.
- 1.3 References in these Terms to Clauses are to clauses of these Terms. References in these Terms to Articles are to articles of the Articles.

#### 2 DEFINITIONS

In these Terms:

"Budget" means the operating budget for the Scottish FA,

together with any forecasts, as approved by the Board

from time to time;

"Distributable Surplus" means those funds to be dispersed by the Board

through the PGB and NPGB respectively as directed

by the Board;

"nominated representatives" means those PGB Members referred to in Clauses

4.1.2 to 4.1.4 inclusive;

"Non-Professional Game" means the levels of football in Scotland not involved in

the Professional Game:

"NPGB" means the Non-Professional Game Board – being a

Committee established by the Board which will perform, on behalf of the Board, certain delegated functions in relation to the Non-Professional Game;

"PGB Chairman" means the chairman of the PGB, as appointed from

time to time in accordance with Clause 9;

"PGB Members" means those persons appointed from time to time to

the PGB in accordance with Clause 4.1;

"Professional Game" means the Scottish Professional Football League, the

Scottish Highland Football League, the Scottish Lowland Football League, the Scottish Women's Premier League and any other member organisation which, in the opinion of the Licensing Committee, is eligible to join the Professional Game;

"Professional Game Distributions"

means that part of the Distributable Surplus that shall have been allocated by the Board as distributions to

the Professional Game; and

"Senior Executive Board"

means the forum established by the Board generally to administer the internal operations of the Scottish FA, composing senior executives of the Scottish FA as appointed by the Board, which undertakes activities on behalf of the Board under a scheme of delegated authority.

#### 3 ESTABLISHMENT AND PURPOSE

The PGB is established by the Board and the Board has delegated to the PGB power to undertake the following functions, subject always to Clause 4.3:

- 3.1 in relation to the Challenge Cup Competition and the Women's Challenge Cup Competition (each a "Competition"),
  - (i) administering the Competition and the rules of the Competition; and
  - (ii) administering and overseeing the Board's policy on distributions and deductions in respect of clubs participating in the Competition, PROVIDED ALWAYS THAT the Board shall retain and reserve the responsibility for determining all commercial issues (including the sale and exploitation of sponsorship, broadcasting and licensing rights) and taking any decisions relating to the structure, format and regulation of the Competition, including the drafting of rules and regulations of the Competition, which matters shall not be delegated to the PGB;
- 3.2 in relation to the activities of the relevant Scottish FA's national teams (Men's 'A' team and age-group teams, and Women's and Girls 'A' team and age group teams) and such other team as selected by the Scottish FA from time to time (the "National Teams"),
  - (i) determining venues for hosting of matches of the National Teams;
  - determining the participation of the National Teams in tournaments/matches and the hosting of tournaments/matches involving the National Teams;
  - (iii) considering and determining matters relative to the eligibility of players to play at international level; and
  - (iv) monitoring and reviewing the activities of the Scottish FA's Football Department and its performance against budget and objectives, PROVIDED ALWAYS THAT the Board shall retain and reserve the responsibility for determining all commercial issues relating to all the National Teams (including the sale and exploitation of sponsorship, broadcasting and licensing rights, and any conditions for the staging of matches);
- 3.3 making such recommendations (if any) to the Board as it deems fit on the allocation and disbursement of the Professional Game Distributions, and the implementation and monitoring on behalf of the Board of any conditions attached by the Board to the Professional Game Distributions;

- 3.4 liaising and consulting with and making recommendations to the Board on any matters relating to the Professional Game debated by the Board where the Board has asked for advice on behalf of the Professional Game;
- 3.5 liaising and consulting with and advising the Board on its consideration from time to time of the Budget, to the extent that the same affects the Professional Game Distributions;
- 3.6 making recommendations and decisions relating to medical, sports science, anti-doping, nutrition and fitness issues as the same affect or impact upon the Professional Game;
- 3.7 making recommendations to the Board of the annual domestic and National Teams fixture schedule as the same relates to the Professional Game, PROVIDED ALWAYS THAT the final decision on the said schedule shall remain with and be reserved to the Board;
- 3.8 making recommendations to the Board on the policies that should be adopted in relation to FIFA, UEFA, other football associations' and confederations' policies and having discussions as the same may affect or impact upon the Professional Game;
- 3.9 approving and advising, where requested by the Board, policies and reports relating to the Professional Game to be adopted by the Scottish FA and consulting as required with supporters' representatives relating to customer issues in the Professional Game;
- 3.10 implementing and monitoring policies set by the Board relating to the development of players and coaches in the Professional Game, and any initiatives designed to improve and promote standards in relation to the same, including policy matters and initiatives relating to underage football played within the Professional Game, together with the disbursement of funds allocated by the Board to such issues;
- 3.11 liaising on matters of policy with any committees or other relevant bodies established in connection with refereeing, equality, child protection or any other issues, insofar as they affect the Professional Game;
- 3.12 monitoring of the Scottish FA's expenditure on the player and coach education and development aspects of the Professional Game;
- 3.13 considering matters relative to the Professional Game in respect of:
  - (i) discussions relating to the structure;
  - (ii) improving the quality of players developed by the professional clubs;
  - (iii) the development and education of professional coaches;
  - (iv) technical and scientific support of the game;
  - (v) Club Academy Scotland, including (without limitation) considering, devising and advancing criteria in respect of the same;
  - (vi) registration of players in the Professional Game;
  - (vii) matters which are capable of influencing the Professional Game, including Match Agents, Football Agents, Sports Integrity (including but not limited to gambling), Release of Players for International football, and Facilities;
  - (viii) Status and Transfer of Players and the policies and regulation thereof; and

- (ix) consideration and making of recommendations to the Board (and such other committees or panels as appropriate) regarding matters in connection with the Professional Game;
- 3.14 considering, devising and administering (all as appropriate) criteria and such other matters in respect of funding schemes for the Professional Game, including the Club Academy Scotland programme, all in accordance with the Scottish FA's Performance Plans;
- 3.15 in respect of the Professional Game:
  - approving changes to an Official Return where a non-conformity within the amendment to Official Return has been referred by the Senior Executive Board;
  - (ii) ensuring all required persons are specified on an Official Return;
  - (iii) approving persons to hold positions within Association Football, and of changes to details on an Official Return where a non-conformity within the amendment to Official Return has been referred by the Senior Executive Board;
  - (iv) approval of changes to registered grounds;
  - (v) granting consent to any club having an interest in another club;
  - (vi) granting consent to any person having an interest in more than one club;
  - (vii) prescribing conditions and imposing time limits in giving consent to dual interests in clubs;
  - (viii) calling upon any recognised football body, club, Team Official, member of Team Staff, player, referee or other person under the jurisdiction of the Scottish FA to attend a meeting to answer questions and/or to produce any books, letters or documents, or any other evidence, in each case at any time it desires;
  - (ix) requiring clubs to provide services and facilities pursuant to any contract relating to sponsorship of the Scottish FA's competitions;
  - (x) instructing a reply to communications (inferred power to deal with non-reply);
  - (xi) approval of changes to operating bodies' constitutions and rules;
  - (xii) authorising charity committee or association and relevant competitions;
  - (xiii) approving participation in or organisation of football matches or competitions;
  - approving of matches or competitions in which full or associate member clubs can play;
  - approving of matches or competitions involving a club or team which is not under the jurisdiction of the Scottish FA;
  - (xvi) approving of contracts or agreements relative to participation in, organisation of or promotion of a match or competition;
  - (xvii) approving of the use of proceeds from matches or competitions;
  - xiii) approving of testimonial matches to which it may attach conditions;

- (xix) approving of the use of club ground for a testimonial match;
- (xx) approving transmission of football matches;
- (xxi) ensuring clubs maintain playing fields;
- (xxii) ensuring clubs produce receipts regarding payments to players;
- (xxiii) declaring a registration form invalid;
- (xxiv) promulgating terms on which Football Agents are authorised by the Scottish FA to represent players within the Scottish FA's territory; power to issue appropriate licences to registered Football Agents;
- (xxv) permitting a (former) referee to play as a player or to be nominated in a representative role;
- (xxvi) approving clubs, officials, players, etc. to receive testimonial gifts, presentations; and
- (xxvii) approving clubs, officials, players, etc. to contribute to testimonial gifts, presentations, etc.; and
- 3.16 such other responsibilities and activities as the Board may from time to time decide.

#### 4 MEMBERSHIP

- 4.1 Subject to Clauses 5 and 7, the members of the PGB shall comprise:
  - 4.1.1 the President the Vice-President and the Chief Executive of the Scottish FA:
  - 4.1.2 the Chief Football Officer of the Scottish FA (or such other representative of the Scottish FA as the Board shall determine) for the time being:
  - 4.1.3 five (5) representatives from the Scottish Professional Football League ("SPFL") who shall be nominated in writing by the SPFL, one of whom shall be the Chief Executive of the SPFL for the time being. Any such nominee shall be a person who is:
    - (i) a director or officer of a football club in membership of the SPFL, or
    - (ii) a member of the board of management or committee of the SPFL and must be listed as such on the Official Return of the SPFL;
  - 4.1.4 one (1) representative of the Scottish Women's Premier League, who shall be its Managing Director for the time being;
  - 4.1.5 one (1) representative from the Scottish Highland Football League ("SHFL") who shall be nominated in writing by the SHFL. Such nominee shall be a person who is:
    - (i) a director or officer of a football club in membership of the SHFL, or
    - (ii) a member of the board of management or committee of the SHFL and must be listed as such on the Official Return of the SHFL; and
  - 4.1.6 one (1) representative from the Scottish Lowland Football League ("SLFL") who shall be nominated in writing by the SLFL. Such nominee shall be a person who is:

- (i) a director or officer of a football club in membership of the SLFL; or
- (ii) a member of the board of management or committee of the SLFL and must be listed as such on the Official Return of the SLFL.
- 4.2 Subject to Clause 10, the PGB Members may exercise all such powers of the PGB, and do on behalf of the PGB all such acts as may be exercised and done by the PGB, and as are not by statute or by the Articles or by the Board Protocols or by these Terms required to be exercised or done by the Board or other emanation of the Board or in some other manner, PROVIDED NEVERTHELESS THAT the PGB may not do anything which contravenes or is inconsistent with:
  - 4.2.1 any policy or decision of the Board;
  - 4.2.2 the Budget;
  - 4.2.3 the Professional Game Distributions (and any conditions attached by the Board thereto); or
  - 4.2.4 the Articles, these Terms or any rules and regulations of the Scottish FA, FIFA and/ or UEFA in force from time to time or any other agreement entered into by the Scottish FA with the agreement of the Board or under a general power delegated by the Board.
- 4.3 The PGB Members for the time being may act notwithstanding any vacancy in their number PROVIDED THAT the meeting(s) of the PGB is quorate in accordance with Clause 8.1.
- 4.4 In addition, and without prejudice to any other powers hereby or by law conferred on the PGB, the PGB may from time to time and for such period and to such extent and generally on such terms as the PGB Members shall think fit, delegate to PGB Members and/or any employee of the Scottish FA and/or any co-optee duly appointed by the PGB (and approved by the Board) any powers and duties of the PGB as may be reasonable, subject to prior approval of the Board.

#### 5 APPOINTMENT AND RETIREMENT OF PGB MEMBERS

- 5.1 Subject to Clauses 5.2 and 7, each nominated representative shall be appointed on an annual basis and shall serve for the duration of the Season in respect of which he is nominated. At the expiry of such period, the relevant nominated representative must stand down from office and shall be eliaible to stand for re-nomination.
- 5.2 No person may be appointed as a PGB Member:
  - 5.2.1 unless he has attained the age of 18 years; or
  - 5.2.2 in circumstances such that, had he already been a PGB Member, he would have been disqualified from acting under the provisions of Clause 7.

#### 6 APPOINTMENT PROCESS OF PGB CHAIRMAN AND MEMBERS

- 6.1 The PGB Chairman shall be appointed in accordance with Clause 9.
- 6.2 Nominated representatives to the PGB shall be appointed as follows:

- 6.2.1 annually after the Annual General Meetings, the SPFL, the SWPL, the SHFL and the SLFL, respectively, shall formally intimate to the Chief Executive of the Scottish FA their respective nominations for nominated representatives in accordance with Article 64.3.1 and Clause 4;
- 6.2.2 each nominated representative shall comply with Article 64.3.2; and
- 6.2.3 the Board shall consider and approve the intimated nominations, in its sole discretion.
- 6.3 In the event that the Board does not approve an intimated nominee for appointment to the PGB it will advise the nominating body of its decision. The nominating body shall be required to nominate an alternative nominee, who complies with Article 64.3.2, and intimate such alternative nomination to the Chief Executive of the Scottish FA within the subsequent 10 days for consideration by the Board.
- 6.4 In the event that a PGB Member resigns, or is disqualified from holding such office pursuant to Clause 7, the SPFL, the SWPL, the SHFL or the SLFL, as the case may be (being the relevant nominating body from whom the PGB Member derived his nomination), shall formally intimate a replacement nominee to the Chief Executive of the Scottish FA as soon as reasonably practicable thereafter.

#### 7 DISOUALIFICATION OF PGB MEMBERS

The office of a PGB Member shall be vacated if:

- 7.1 by notice in writing to the Board he resigns from the PGB; or
- 7.2 being a PGB Member nominated by the SPFL, he is removed in writing by the SPFL; or
- 7.3 being a PGB Member nominated by the SWPL. she is removed in writing by the SWPL:
- 7.4 being a PGB Member nominated by the SHFL, he is removed in writing by the SHFL; or
- .5 being a PGB Member nominated by the SLFL, he is removed in writing by the SLFL; or
- 7.6 he becomes bankrupt, or makes any arrangement or composition with his creditors generally; or
- 7.7 he is under or is pending suspension imposed or confirmed by the Scottish FA, or the club or recognised football body from which he derived his appointment is itself under or pending such suspension; or
- 7.8 if appropriate, he ceases to be an office-bearer, secretary, director or member of the board of management or committee of the club or recognised football body from which he derived his appointment, or is suspended from being an office-bearer, secretary, director or member of the board of management or committee of the club or recognised football body from which he derived his appointment as a consequence of an insolvency event involving a member or recognised football body; or
- 7.9 he becomes disqualified as or prohibited from being a company director by reason of any relevant order made against him in terms of the Company Directors' Disqualification Act 1986; or
- 7.10 he becomes at any time during his term of office the subject of an endorsed Disclosure from Disclosure Scotland; or

- 7.11 he fails to comply with policies of the Scottish FA as approved by the Board from time to time; or
- 7.12 he fails to comply with the obligations and duties incumbent on him as specified in the Articles.

#### B PROCEEDINGS OF THE PGB

- 8.1 The PGB may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, unless otherwise determined in writing by the Board. The quorum for a meeting of the PGB shall be 6 provided that at least 1 of the President, the Vice President or the Chief Executive must be present for a meeting to be quorate. In the event that a meeting is or becomes temporarily inquorate the PGB Chairman shall be entitled at his discretion to adjourn the commencement or conduct of the meeting for a period of up to 30 minutes, and to commence or re-commence the meeting when a quorum has been achieved. A quorum will be deemed to subsist even if a PGB Member or PGB Members is or are obliged to retire temporarily from the meeting for the reasons set out in Clause 8.10 and PROVIDED THAT at least 4 PGB Members remain, the PGB shall transact the business in question.
- 8.2 Questions arising at any meeting of the PGB shall be determined by a majority of votes of the PGB Members present and entitled to vote, and in the case of an equality of roles the PGB Chairman, in addition to his deliberative vote, shall have a casting vote. Voting at the meetings of the PGB shall be by show of hands and, on any resolution, each PGB Member shall have one vote.
- 8.3 The PGB Chairman or two PGB Members may, at any time, summon a meeting of the PGB by written notice served upon PGB Members.
- 8.4 A meeting of the PGB at which a quorum is present shall be competent to exercise all the authorities, powers and discretions for the time being vested in the PGB generally under these Terms.
- 8.5 A PGB Member who is unable to attend a meeting of the PGB is required, whenever possible, to give no less than 48 hours' notice of his non-attendance to the PGB Chairman.
- 8.6 The PGB may delegate any of its powers to committees consisting of such PGB Members or employees of the Scottish FA or such co-optees as appointed by the PGB (and approved by the Board) and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the PGB. The meetings and proceedings of any such committee shall be governed by regulations (if any) made by the PGB.
- 8.7 All acts bona fide done by any meeting of the PGB or of any committee of the PGB, or by any person acting as a member of the PGB or committee thereof shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such person or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a PGB Member or member of the committee as the case may be.
- 8.8 The PGB shall cause proper minutes to be made of the proceedings of all meetings of the PGB and of committees of the PGB and all business transacted at such meetings, which minutes shall be made available to the Board and any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

- 8.9 A resolution in writing signed by all the PGB Members or by all the members for the time being of any committee of the PGB who are entitled to receive notice of a meeting of the PGB or of such committee shall be as valid and effectual as if it had been passed at a meeting of the PGB or of such committee duly convened and held; it may consist of several documents in the same form each signed by one or more of the PGB Members or members of any committee of the PGB, as the case may be.
- 8.10 If it is possible that a material decision may require to be taken regarding a matter which involves or concerns his club (including any matter in relation to a player, employee, member of Team Staff or Team Official of his club) or any recognised football body or any entity which he represents on Congress or PGB, a PGB Member shall retire from any deliberation of the PGB and he shall not be entitled to vote or direct any vote to be cast with regard to such a matter.
- 8.11 Save to the extent provided to the contrary in the Articles or the Board Protocols, the PGB Chairman shall be responsible for all matters of procedure relating to the PGB and his decision on such matters will be final and binding

#### 9 PGB CHAIRMAN

- 9.1 The PGB Chairman shall be as determined by the Office Bearers in their sole discretion. The PGB Chairman need not be an Office Bearer but must either be a nominated representative or ex officio member of the PGB.
- 9.2 The PGB Chairman shall preside as chairman at all meetings of the PGB at which he shall be present, but if he is not present within fifteen minutes after the time appointed for holding a meeting or is unwilling to preside, an Office Bearer or the Chief Executive shall preside, and if neither of these persons are present at that time or are unwilling to preside, those PGB Members present shall nominate one of the other PGB Members to act as chairman for the purposes of that meeting at that meeting.

#### 10 RESTRICTIONS

The PGB will not authorise or commit the Scottish FA to any expenditure in excess of the Professional Game Distributions nor borrow from any source nor pledge nor grant any security or right over any of the assets of the Scottish FA to any third party.

#### 11 ELECTION TO THE BOARD

- 11.1 The PGB shall annually elect two of the nominated representatives to sit on the Board.
- 11.2 The election process shall take place at the first quorate meeting of the PGB called and held at a time determined by the PGB Chairman, in accordance with Clause 8.3 at the commencement of each Season (the "Election Meeting").
- 11.3 PGB Members will be provided with not less than 21 days' prior notice of the date, time and location of the Election Meeting by electronic communication.
- 11.4 The nomination of any of the nominated representatives for election to sit on the Board must be submitted by electronic communication or by recorded delivery letter to the Secretary so as to be received by him not later than 14 days before the date of the Election Meeting. None of the nominated representatives can nominate himself for election to sit on the Board, so such nomination must be made by a nominated representative other than the nominated representative being nominated.

- 11.5 In the event that at least one nomination is received by the date falling 14 days before the date of the Election Meeting, any nomination received after such date, including any such nomination made at the Election Meeting, will not be accepted. If, on the other hand, no nominations are received by the date falling 14 days before the date of the Election Meeting, it shall remain the case that any nomination received after such date will not be accepted, save that any such nomination may be made at the Election Meeting.
- 11.6 In the event that at least one nomination is received by the date falling 14 days before the date of the Election Meeting, in accordance with this Clause 11, the Secretary shall ensure that a list of the nominated representative(s) who have been nominated for election to the Board in accordance with the Articles and these Terms (the "Nominees") is sent to the PGB Members by electronic communication not less than 10 days prior to the date of the Election Meeting. If, on the other hand, any nomination is made at the Election Meeting in accordance with Clause 11.5, the chairman of the Election Meeting shall confirm the Nominees who have been so nominated to those PGB Members who are present at the Election Meeting.
- 11.7 In the event that there is at least one Nominee:
  - 11.7.1 save where such Nominee(s) have been nominated at the Election Meeting in accordance with Clause 11.5, each Nominee shall be entitled to submit by electronic communication to the Secretary not later than 7 days before the date of the Election Meeting a written communication for distribution to the PGB Members. The Secretary shall ensure that any such written communication so submitted is distributed to the PGB Members prior to the Election Meeting;
  - 11.7.2 the chairman of the Election Meeting shall ensure that each Nominee is afforded the opportunity to address the Election Meeting prior to the vote taking place for not more than 15 minutes; and
  - 11.7.3 the vote shall take place in accordance with Clause 11.8.
- 11.8 The voting procedure for the election of the nominated representatives to sit on the Board shall be as follows:
  - 11.8.1 before those PGB Members who are entitled to vote are requested to cast their vote, the Chief Governance Officer of the Scottish FA for the time being (the "Chief Governance Officer") shall explain the voting procedure for the election, referring to the relevant provisions of these Terms;
  - 11.8.2 voting shall be by secret ballot and, subject to Clause 11.12, each PGB Member shall have one vote;
  - 11.8.3 the Chief Governance Officer shall distribute the ballot papers, which shall be printed clearly and legibly, setting out:
    - (i) where there are not more than two Nominees, the name of each Nominee and "For", "Against" and "Vote Withheld" for each Nominee; or
    - (ii) where there are more than two Nominees, the name of each Nominee, in each case to those PGB Members who are entitled to vote:
  - 11.8.4 those PGB Members who are entitled to vote shall indicate:

- (i) where there are not more than two Nominees, whether they are voting for or against the election of each Nominee to sit on the Board (or that they are withholding their vote) by placing an "X" or other similar marker in the relevant box alongside the name of the relevant Nominee on their ballot paper; or
- (ii) where there are more than two Nominees, which Nominee they are voting for by placing an "X" or other similar marker alongside the name of the relevant Nominee on their ballot paper,
  - following which they shall return their ballot paper to the Chief Governance Officer; and
- 11.8.5 the counting procedure shall be conducted in accordance with Clause 11.9 as soon as all of the PGB Members who are entitled to vote have returned their ballot papers to the Chief Governance Officer.
- 11.9 The counting procedure shall be as follows:
  - 11.9.1 the count shall be conducted by the Chief Governance Officer in a way that can be followed clearly by all the PGB Members present at the Election Meeting;
  - 11.9.2 ballot papers that are illegible or have been defaced shall be deemed to be invalid and shall not be included in the count. The chairman of the Election Meeting shall record the reason(s) for a ballot paper's invalidity on the back of such ballot paper and shall confirm this with a signature;
  - 11.9.3 the Chief Governance Officer shall begin by counting the number of ballot papers and verify their validity. If the number of ballot papers is equal to or less than the number of ballot papers issued, the ballot is valid. If it exceeds the number of ballot papers issued, the ballot shall be declared void and recommence immediately in accordance with the procedure set out in this Clause 11;
  - 11.9.4 after the number of ballot papers has been verified, the Chief Governance Officer shall proceed to count the number of votes cast:
    - where there are not more than two Nominees, for and against the election of each Nominee to sit on the Board (and the number of votes withheld in each case); or
    - (ii) where there are more than two Nominees, for each Nominee: and
  - 11.9.5 after the count has been completed, the Chief Governance Officer shall communicate the results to the chairman of the Election Meeting in writing, who shall thereafter declare the results to the PGB Members.
- 11.10 Where there are not more than two Nominees:
  - 11.10.1 a Nominee shall be deemed to have been elected to sit on the Board where the number of PGB Members present and entitled to vote at the Election Meeting who have voted for the election of such Nominee is greater than the number of PGB Members present and entitled to vote at the Election Meeting who have voted against such election, excluding any votes withheld by PGB Members present and entitled to vote at the Election Meeting in respect of such Nominee; and

11.10.2 where the number of PGB Members present and entitled to vote at the Election Meeting who have voted for the election of a Nominee is less than the number of PGB Members present and entitled to vote at the Election Meeting who have voted against such election, excluding any votes withheld by PGB Members present and entitled to vote at the Election Meeting in respect of such Nominee, the Nominee shall be deemed not to have been elected to sit on the Board.

The terms of Article 61.7(b) shall apply where either (or both) of the Nominees have not been elected to sit on the Board under this Clause 11.10 and a further election shall be held to fill such vacancy(ies) in accordance with this Clause 11 as soon as reasonably practicable after the Election Meeting at which either (or both) of the Nominees was not elected. For the avoidance of doubt, a Nominee who is not elected to sit on the Board in accordance with this Clause 11.10 shall be entitled to be nominated in accordance with this Clause 11 to fill the vacant office arising as a consequence thereof. A declaration made by the chairman of the Election Meeting under this Clause 11.10 shall be final and binding.

- 11.11 Where there are more than two Nominees, the two Nominees who receive the most votes in the election shall be declared by the Chair to be the nominated representatives who have been elected to sit on the Board in accordance with the Articles and these Terms. Such declaration shall be final and binding.
- 11.12 It will not be competent for the Office-Bearers or the Chief Executive to vote in any election taking place under this Clause 11, unless there is a tied vote, in which event there will be a second ballot in which process the Office-Bearers and the Chief Executive will be entitled to participate and vote. If after such second ballot there remains a tied vote, the Board will determine:
  - 11.12.1 where there are not more than two Nominees, whether either (or both) of such Nominees shall be elected to sit on the Board and, if the Board so determines that either (or both) of such Nominees shall not be elected to sit on the Board, a further election shall be held to fill the vacant office(s) on the Board created thereby in accordance with this Clause 11 as soon as reasonably practicable after such determination by the Board; or
  - 11.12.2 where there are more than two Nominees, the identities of the nominees the Board.
- 11.13 Following the declaration of the results of an election under this Clause 11, the Chief Governance Officer shall put the ballot papers that have been collected and counted into an envelope intended for this purpose. The envelope shall be signed by the chairman of the Election Meeting and sealed. The Chief Governance Officer shall keep this envelope and destroy it (and its contents) 90 days after the relevant Election Meeting.
- 11.14 Notwithstanding the references in this Clause 11 to the Chief Governance Officer, the chairman of the Election Meeting shall be entitled from time to time to select such other person as he deems appropriate to carry out the functions designated for the Chief Governance Officer under this Clause 11, including (without limitation) where the Chief Governance Officer is not in attendance at the Election Meeting. The person who carries out such functions shall be supported in doing so by such additional members of the Scottish FA administration as they shall deem necessary from time to time (acting reasonably).
- 11.15 Any question or dispute arising in relation to any election under this Clause 11, including the conduct thereof, shall be determined by the chairman of the Election Meeting, whose determination in that regard shall be final and binding.

#### 12 AMENDMENT

These Terms can only be amended by the Board. Any amendment made pursuant to this Clause 12 shall be binding on the PGB Members, all employees of the Scottish FA, all members of any sub-committees of the PGB and any others acting in any capacity for the PGB whatsoever, with immediate effect.

June 2025

# BOARD PROTOCOL FOR THE NON-PROFESSIONAL GAME BOARD

#### 1 INTRODUCTION

- 1.1 Pursuant to Article 63 of the Scottish FA's Articles of Association (the "Articles"), the Board has resolved to establish a Committee of the Board to be known as the Non-Professional Game Board (the "NPGB") which will perform, on behalf of the Board, certain delegated functions in relation to the Non-Professional Game. The Board has, with the authority of the Articles, provided for the due discharge by the NPGB of the functions referred to above, in accordance with the undernoted terms ("Terms").
- 1.2 Unless otherwise defined in these Terms, words and expressions shall have the same meaning as set out in the Articles, as amended from time to time.
- 1.3 References in these Terms to Clauses are to clauses of these Terms. References in these Terms to Articles are to articles of the Articles

#### 2 DEFINITIONS

In these Terms:

"Budget" means the operating budget for the Scottish FA, together with any forecasts, as approved by the

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Board from time to time;

"Distributable Surplus" means those funds to be dispersed by the Board through the PGB and NPGB respectively as directed

by the Board;

"nominated representatives" means those NPGB Members referred to in

Clause 4.1.2;

"Nominating Body" means the entity entitled to nominate one nominated representative onto the NPGB in

accordance with the Articles; specifically being the East of Scotland Football League, the West of Scotland Football League, the South of Scotland

Football League, Scottish Junior FA, Scottish Amateur FA, Scottish Schools' FA, Scottish Women's Football, Scottish Welfare FA, Scottish Para-Football

and Scottish Youth FA, as the case may be;

"NPGB Chairman" means the chairman of the NPGB, as appointed from time to time in accordance with Clause 9:

from time to time in accordance with clause 9,

"NPGB Members" means those persons appointed from time to time to

the NPGB in accordance with Clause 4.1;

"Non-Professional Game" means the levels of football in Scotland not involved

in the Professional Game;

 $\hbox{``Non-Professional Game Distributions''} \qquad \hbox{means that part of the Distributable Surplus that}$ 

shall have been allocated by the Board as distributions to the Non-Professional Game;

"PGB" means the Professional Game Board – being a

Committee established by the Board which will perform, on behalf of the Board, certain delegated functions in relation to the Professional Game; and

"Professional Game" means the Scottish Professional Football League,

the Scottish Highland Football League, the Scottish Lowland Football League, the Scottish Women's Premier League and any other member organisation which, in the opinion of the Licensing Committee, is eligible to join the Professional

Game; and

"Senior Executive Board" means the forum established by the Board generally

to administer the internal operations of the Scottish FA, composing senior executives of the Scottish FA as appointed by the Board, which undertakes activities on behalf of the Board under a scheme of

delegated authority.

#### 3 ESTABLISHMENT AND PURPOSE

The NPGB is established by the Board and the Board has delegated to the NPGB power to undertake the following functions, subject always to Clause 4.2:

- 3.1 making such recommendations (if any) to the Board as it deems fit on the allocation and disbursement of the Non-Professional Game Distributions and the implementation and monitoring on behalf of the Board of any conditions attached by the Board to the Non-Professional Game Distributions:
- 3.2 liaising and consulting with and making recommendations to the Board on any matters relating to the Non-Professional Game debated by the Board where the Board has asked for advice on behalf of the Non-Professional Game;
- 3.3 liaising and consulting with and advising the Board on its consideration from time to time of the Budget, to the extent that the same affects the Non-Professional Game Distributions;
- 3.4 making recommendations and decisions relating to medical, sports science, anti-doping, nutrition and fitness issues as the same affect or impact upon the Non-Professional Game;
- 3.5 making recommendations to the Board on the policies that should be adopted in relation to FIFA, UEFA, other football associations' and confederations' policies and having discussions as the same may affect or impact upon the Non-Professional Game, and making

- recommendations to the Board on the persons that the Board shall appoint or propose to committees and panels of FIFA and UEFA which affect or impact upon the Non-Professional Game;
- 3.6 approving, and advising, where requested by the Board, policies and reports relating to the Non-Professional Game to be adopted by the Scottish FA and consulting as required with supporters' representatives relating to customer issues in the Non-Professional Game;
- 3.7 implementing and monitoring policies set by the Board relating to the development of players and coaches in the Non-Professional Game, and any initiatives designed to improve and promote standards in relation to the same, including policy matters and initiatives relating to underage football played within the Non-Professional Game, together with the disbursement of funds allocated by the Board to such issues;
- 3.8 liaising on matters of policy with any committees or other relevant bodies established in connection with refereeing, equality, child protection or any other issues, insofar as they affect the Non-Professional Game;
- 3.9 monitoring of the Scottish FA's expenditure on the player and coach education and development aspects of the Non-Professional Game;
- 3.10 considering matters relative to the Non-Professional Game in respect of:
  - (i) discussions relating to the structure;
  - (ii) improving the quality of players developed by clubs within the Non-Professional Game;
  - the development and education of coaches for and within the Non-Professional Game;
  - (iv) technical and scientific support of the game;
  - (v) registration of players in the Non-Professional Game; and
  - (vi) matters which are capable of influencing the Non-Professional Game, including Sports Integrity (including but not limited to gambling), Facilities, Quality Mark, etc.;
- 3.11 considering all matters in connection with the playing of the Non-Professional Game including but not limited to:
  - consideration and making of recommendations to the Board (and such other committees or panels as appropriate) regarding matters in connection with the Non-Professional Game; and
  - (ii) conducting itself as a discussion forum for the bodies involved in the Non-Professional Game;
- 3.12 considering, devising and administering (all as appropriate) criteria and such other matters in respect of funding schemes for the Non-Professional Game, all in accordance with the Scottish FA's Football for All Plan;
- 3.13 in respect of the Non-Professional Game:
  - to consider and develop activities to the mutual advancement and benefit of senior Leagues which are not the subject of Club Licensing and also the Affiliated National Associations;

- to consider all matters relating to associations, leagues, clubs and players within the Non-Professional Game in Scotland including but not limited to maximisation of participation levels, playing facilities, player registration (including national player registration system);
- to enhance relationships with governmental agencies to maximise public sector support for participation in the Non-Professional Game in Scotland;
- (iv) to consider and issue recommendations to the Board (and other Committees as appropriate) regarding matters in connection with senior Leagues which, as determined by the Board, are not the subject of Club Licensing and also the Affiliated National Associations;
- (v) to advance the implementation of matters relating to the Scottish FA's Football for
- (vi) to consider and determine on all relevant matters in respect of the Quality Mark Award;
- (vii) to allocate expenditure on the Non-Professional Game in Scotland from the Budget;
- (viii) to liaise with, encourage and stimulate partnership activities in the Non-Professional Game in Scotland in support of the Scotlish FA's Player Journey;
- (ix) to receive reports from and supervise the activities of the Regional Committees; and
- to monitor, and to receive reports on, the activities of the Scottish FA Football
   Department in respect of Coach and Player Education programmes affecting the Non-Professional Game in Scotland;
- 3.14 in respect of the Non-Professional Game:
  - approving changes to an Official Return where a non-conformity within the amendment to Official Return has been referred by the Senior Executive Board;
  - (ii) ensuring all required persons are specified on an Official Return;
  - (iii) approving persons to hold positions within Association Football, and of changes to details on Official Return where a non-conformity within the amendment to Official Return has been referred by the Senior Executive Board;
  - (iv) approval of changes to registered grounds;
  - (v) calling upon any recognised football body, club, Team Official, member of Team Staff, player, referee or other person under the jurisdiction of the Scottish FA to attend a meeting to answer questions and/or to produce any books, letters or documents, or any other evidence, in each case at any time it desires;
  - (vi) enquiring into all and any financial arrangements between recognised football bodies, clubs and players and to cancel any agreement between clubs and players contrary to the Articles and to publish in the public press or otherwise the findings of the NPGB in this regard and the substance of any and all evidence tendered in such enquiries;
  - (vii) requiring clubs to provide services and facilities pursuant to any contract relating to sponsorship of the Scottish FA's competitions;

- (viii) instructing a reply to communications (inferred power to deal with non-reply);
- (ix) approving of the formation of associations, leagues, etc. which are not subject to the jurisdiction of an Affiliated National Association;
- approving of applications to form leagues and competitions, and approval of changes to such operating bodies constitution and rules where these are not under the jurisdiction of an Affiliated National Association;
- (xi) authorising charity committee or association and relevant competitions;
- (xii) approving participation in or organisation of football matches or competitions where these are outwith the scope of a competition which is under the jurisdiction of an Affiliated National Association;
- (xiii) approving of matches or competitions in which full member clubs can play;
- (xiv) approving of matches or competitions involving a club or team which is not under the jurisdiction of the Scottish FA;
- (xv) approving of contracts or agreements relative to participation in, organisation of or promotion of a match or competition;
- (xvi) approving of the use of proceeds from matches or competitions;
- (xvii) approving of testimonial matches to which it may attach conditions where the beneficiary is a player, Team Official or official who would not normally participate under the jurisdiction of an Affiliated National Association;
- (xviii) approving of the use of club ground for a testimonial match where such ground is not normally under the jurisdiction of an Affiliated National Association;
- (xix) ensuring full member clubs maintain playing fields;
- (xx) ensuring clubs produce receipts regarding payments to players;
- (xxi) declaring a registration form invalid;
- (xxii) arranging transfer or compensation fees in respect of players whose clubs cease to be members of the Scottish FA;
- (xxiii) approving club, official, players, etc. to receive testimonial gifts, presentations;
- (xxiv) approving club, official, players, etc. to contribute to testimonial gifts, presentations, etc.;
- (xxv) power to reinstate to amateur status a player of non-amateur status; and
- (xxvi) power to consent to reinstated amateur playing outwith the jurisdiction of the Scottish FA as an amateur; and
- 3.15 such other responsibilities and activities as the Board may from time to time decide.

#### 4 MEMBERSHIP AND OBSERVERS

- 4.1 Subject to Clauses 5 and 7, the members of the NPGB shall comprise:
  - 4.1.1 the President, the Vice-President and the Chief Executive of the Scottish FA: and
  - 4.1.2 one representative from each Nominating Body, who shall be nominated in writing by the relevant Nominating Body.
- 4.2 Subject to Clause 10, the NPGB Members may exercise all such powers of the NPGB, and do on behalf of the NPGB all such acts as may be exercised and done by the NPGB, and as are not by statute or by the Articles or by the Board Protocols or by these Terms required to be exercised or done by the Board or other emanation of the Board or in some other manner, PROVIDED NEVERTHELESS THAT the NPGB may not do anything which contravenes or is inconsistent with:
  - 4.2.1 any policy or decision of the Board;
  - 4.2.2 the Budget;
  - 4.2.3 the Non-Professional Game Distributions (and any conditions attached by the Board thereto); or
  - 4.2.4 the Articles, these Terms or any rules and regulations of the Scottish FA, FIFA and/ or UEFA in force from time to time or any other agreement entered into by the Scottish FA with the agreement of the Board or under a general power delegated by the Board.
- 4.3 The NPGB Members for the time being may act notwithstanding any vacancy in their number PROVIDED THAT the meeting(s) of the NPGB is quorate in accordance with Clause 8.1.
- 4.4 In addition, and without prejudice to any other powers hereby or by law conferred on the NPGB, the NPGB may from time to time and for such period and to such extent and generally on such terms as the NPGB Members shall think fit, delegate to NPGB Members and/or any employee of the Scottish FA and/or any co-optee duly appointed by the NPGB (and approved by the Board) any powers and duties of the NPGB as may be reasonable, subject to prior approval of the Board.
- 4.5 Subject to Clauses 5 and 7, in addition to the NPGB Members, each of the Midlands Football League and the North of Scotland Football League shall be entitled to nominate one representative to attend meetings of the NPGB as an observer (each an "Observer" and together the "Observers") for the purposes of permitting such Observer to have current information with respect to the actions taken by the NPGB, and for such Observer to provide input with respect thereto. An Observer shall have the right to be heard at any such meeting, but in no event shall they (i) be deemed to be a NPGB Member during such time as they are an Observer or (ii) have the right to vote on any matter under consideration by the NPGB or otherwise have any power to cause the NPGB to take, or not to take, any action.

# 5 APPOINTMENT AND RETIREMENT OF NPGB MEMBERS / OBSERVERS

5.1 Subject to Clauses 5.2 and 7, each nominated representative and each Observer shall be appointed on an annual basis and shall serve for the duration of the Season in respect of which he is nominated. At the expiry of such period, the relevant nominated representative or Observer (as the case may be) must stand down from office and shall be eligible to stand for re-nomination.

- 5.2 No person may be appointed as a NPGB Member or as an Observer pursuant to Clause 4.5:
  - 5.2.1 unless he has attained the age of 18 years; or
  - 5.2.2 in circumstances such that, had he already been a NPGB Member or Observer (as the case may be), he would have been disqualified from acting under the provisions of Clause 7.

## 6 APPOINTMENT PROCESS OF NPGB CHAIRMAN AND MEMBERS / OBSERVERS

- 6.1 The NPGB Chairman shall be appointed in accordance with Clause 9.
- 6.2 Nominated representatives to the NPGB shall be appointed as follows:
  - 6.2.1 annually after the Annual General Meetings the Nominating Bodies shall formally intimate to the Chief Executive of the Scottish FA their respective nominations for representatives in accordance with Article 64.4.1 and Clause 4:
  - 6.2.2 each such representative shall comply with Article 64.4.2; and
  - 6.2.3 the Board shall consider and approve the intimated nominations, in its sole discretion.
- 6.3 In the event that the Board does not approve an intimated nominee for appointment to the NPGB it will advise the Nominating Body of its decision. The Nominating Body shall be required to nominate an alternative nominee, who complies with Article 64.4.2, and intimate such alternative nomination to the Chief Executive of the Scottish FA within the subsequent ten (10) days for consideration by the Board.
- 6.4 Each Nominating Body shall be entitled to nominate one alternate to attend meetings of the NPGB in the absence of the nominated representative.
- 6.5 In the event that a NPGB Member resigns, or is disqualified from holding such office pursuant to Clause 7, the Nominating Body (being the relevant Nominating Body from whom the NPGB Member derived his nomination), shall formally intimate a replacement nominee to the Chief Executive of the Scottish FA as soon as reasonably practicable thereafter.
- 6.6 Observers shall be appointed as follows:
  - 6.6.1 annually after the Annual General Meetings each of the Midlands Football League and the North of Scotland Football League shall formally intimate to the Chief Executive of the Scottish FA their respective Observer nominations in accordance with Article 64.4.3 and Clause 4;
  - 6.6.2 each such representative shall comply with Article 64.4.4; and
  - 6.6.3 the Board shall consider and approve the intimated nominations, in its sole discretion.
- 6.7 In the event that the Board does not approve an intimated nominee as an Observer it will advise the Midlands Football League or the North of Scotland Football League (as the case may be) of its decision. The Midlands Football League or the North of Scotland Football League (as the case may be) shall be required to nominate an alternative nominee, who complies with Article 64.4.3, and intimate such alternative nomination to the Chief Executive of the Scottish FA within the subsequent ten (10) days for consideration by the Board.

6.8 In the event that an Observer resigns, or is disqualified from holding such role pursuant to Clause 7, the Midlands Football League or the North of Scotland Football League (as the case may be) shall formally intimate a replacement nominee to the Chief Executive of the Scottish FA as soon as reasonably practicable thereafter.

## 7 DISQUALIFICATION OF NPGB MEMBERS / OBSERVERS

The office of a NPGB Member or an Observer shall be vacated if:

- 7.1 by notice in writing to the Board he resigns from the NPGB or as an Observer (as the case may be); or
- 7.2 he is removed in writing by his Nominating Body or by the Midlands Football League or the North of Scotland Football League (as the case may be) in the case of an Observer; or
- 7.3 he becomes bankrupt, or makes any arrangement or composition with his creditors aenerally: or
- 7.4 he is under suspension imposed or confirmed by the Scottish FA, or the club or recognised football body from which he derived his appointment be under such suspension; or
- 7.5 if appropriate, he ceases to be an office-bearer, secretary, director or member of the board of management or committee of the club or recognised football body from which he derived his appointment, or is suspended from being an office-bearer, secretary, director or member of the board of management or committee of the club or recognised football body from which he derived his appointment as a consequence of an insolvency event involving a member or recognised football body; or
- 7.6 he becomes disqualified as or prohibited from being a company director by reason of any relevant order made against him in terms of the Company Directors Disqualification Act 1986: or
- 7.7 he becomes at any time during his term of office the subject of an endorsed Disclosure from Disclosure Scotland; or
- 7.8 he fails to comply with policies of the Scottish FA as approved by the Board from time to time: or
- 7.9 he fails to comply with the obligations and duties incumbent on him as specified in the Articles.

#### 8 PROCEEDINGS OF THE NPGB

8.1 The NPGB may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, unless otherwise determined in writing by the Board. The quorum for a meeting of the NPGB shall be 6 provided that at least 1 of the President, the Vice President or the Chief Executive must be present for a meeting to be quorate. In the event that a meeting is or becomes temporarily inquorate the NPGB Chairman shall be entitled at his discretion to adjourn the commencement or conduct of the meeting for a period of up to 30 minutes, and to commence or re-commence the meeting when a quorum has been achieved. A quorum will be deemed to subsist even if a NPGB Member or NPGB Members is or are obliged to retire temporarily from the meeting for the reasons set out in Clause 8.10 and PROVIDED THAT at least 4 NPGB Members remain, the NPGB shall transact the business in question.

- 8.2 Questions arising at any meeting of the NPGB shall be determined by a majority of votes of the NPGB Members present and entitled to vote, and in the case of an equality of roles the NPGB Chairman, in addition to his deliberative vote, shall have a casting vote. Voting at the meetings of the NPGB shall be by show of hands and, on any resolution, each NPGB Member shall have one vote.
- 8.3 The NPGB Chairman or two NPGB Members may, at any time, summon a meeting of the NPGB by written notice served upon NPGB Members.
- 8.4 A meeting of the NPGB at which a quorum is present shall be competent to exercise all the authorities, powers and discretions for the time being vested in the NPGB generally under these Terms
- 8.5 A NPGB Member who is unable to attend a meeting of the NPGB is required, whenever possible, to give no less than 48 hours' notice of his non-attendance to the NPGB Chairman.
- 8.6 The NPGB may delegate any of its powers to committees consisting of such NPGB Members or employees of the Scottish FA or such co-optees as appointed by the NPGB (and approved by the Board) and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the NPGB. The meetings and proceedings of any such committee shall be governed by regulations (if any) made by the NPGB.
- 8.7 All acts bona fide done by any meeting of the NPGB or of any committee of the NPGB, or by any person acting as a member of the NPGB or committee thereof shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such person or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a NPGB Member or member of the committee as the case may be.
- 8.8 The NPGB shall cause proper minutes to be made of the proceedings of all meetings of the NPGB and of committees of the NPGB and all business transacted at such meetings, which minutes shall be made available to the Board and any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
- 8.9 A resolution in writing signed by all the NPGB Members or by all the members for the time being of any committee of the NPGB who are entitled to receive notice of a meeting of the NPGB or of such committee shall be as valid and effectual as if it had been passed at a meeting of the NPGB or of such committee duly convened and held; it may consist of several documents in the same form each signed by one or more of the NPGB Members or members of any committee of the NPGB, as the case may be.
- 8.10 If it is possible that a material decision may require to be taken regarding a matter which involves or concerns his club (including any matter in relation to a player, employee, member of Team Staff or Team Official of his club) or any recognised football body or any entity which he represents on the Congress or NPGB, a NPGB Member shall retire from any deliberation of the NPGB and he shall not be entitled to vote or direct any vote to be cast with regard to such a matter.
- 8.11 Save to the extent provided to the contrary in the Articles or the Board Protocols, the NPGB Chairman shall be responsible for all matters of procedure relating to the NPGB and his decision on such matters will be final and binding.

#### NPGB CHAIRMAN

- 9.1 The NPGB Chairman shall be determined by the Office Bearers in their sole discretion. The NPGB Chairman need not be an Office Bearer but must either be a nominated representative or ex officio member of the NPGB.
- 9.2 The NPGB Chairman shall preside as chairman at all meetings of the NPGB at which he shall be present, but if he is not present within fifteen minutes after the time appointed for holding a meeting or is unwilling to preside, an Office Bearer or the Chief Executive shall preside, and if neither of these persons are present at that time or are unwilling to preside, those NPGB Members present shall nominate one of the other NPGB Members to act as chairman for the purposes of that meeting at that meeting.

#### 10 RESTRICTIONS

The NPGB will not authorise or commit the Scottish FA to any expenditure in excess of the Non-Professional Game Distributions nor borrow from any source nor pledge nor grant any security or right over any of the assets of the Scottish FA to any third party.

# 11 ELECTION TO THE BOARD

- 11.1 The NPGB shall annually elect one of the nominated representatives to sit on the Board.
- 11.2 The election process shall take place at the first quorate meeting of the NPGB called and held at a time determined by the NPGB Chairman, in accordance with Clause 8.3, after each Annual General Meeting (the "Election Meeting").
- 11.3 NPGB Members and Observers will be provided with not less than 21 days' prior notice of the date, time and location of the Election Meeting by electronic communication.
- 11.4 The nomination of any of the nominated representatives for election to sit on the Board must be submitted by electronic communication or by recorded delivery letter to the Secretary so as to be received by him not later than 14 days before the date of the Election Meeting. None of the nominated representatives can nominate himself for election to sit on the Board, so such nomination must be made by a nominated representative other than the nominated representative being nominated.
- 11.5 In the event that at least one nomination is received by the date falling 14 days before the date of the Election Meeting, any nomination received after such date, including any such nomination made at the Election Meeting, will not be accepted. If, on the other hand, no nominations are received by the date falling 14 days before the date of the Election Meeting, it shall remain the case that any nomination received after such date will not be accepted, save that any such nomination may be made at the Election Meeting.
- 11.6 In the event that at least one nomination is received by the date falling 14 days before the date of the Election Meeting, in accordance with this Clause 11, the Secretary shall ensure that a list of the nominated representative(s) who have been nominated for election to the Board in accordance with the Articles and these Terms (the "Nominees") is sent to the NPGB Members and Observers by electronic communication not less than 10 days prior to the date of the Election Meeting. If, on the other hand, any nomination is made at the Election Meeting in accordance with Clause 11.5, the chairman of the Election Meeting shall confirm the Nominees who have been so nominated to those NPGB Members and Observers who are present at the Election Meeting.

- 11.7 In the event that there is at least one Nominee:
  - 11.7.1 save where such Nominee(s) have been nominated at the Election Meeting in accordance with Clause 11.5, each Nominee shall be entitled to submit by electronic communication to the Secretary not later than 7 days before the date of the Election Meeting a written communication for distribution to the NPGB Members and Observers. The Secretary shall ensure that any such written communication so submitted is distributed to the NPGB Members and Observers prior to the Election Meeting;
  - 11.7.2 the chairman of the Election Meeting shall ensure that each Nominee is afforded the opportunity to address the Election Meeting prior to the vote taking place for not more than 15 minutes; and
  - 11.7.3 the vote shall take place in accordance with Clause 11.8.
- 11.8 The voting procedure for the election of the nominated representative to sit on the Board shall be as follows:
  - 11.8.1 before those NPGB Members who are entitled to vote are requested to cast their vote, the Chief Governance Officer of the Scottish FA for the time being (the "Chief Governance Officer") shall explain the voting procedure for the election, referring to the relevant provisions of these Terms;
  - 11.8.2 voting shall be by secret ballot and, subject to Clause 11.12, each NPGB Member shall have one vote. For the avoidance of doubt, and without prejudice to Clause 4.5, the Observers shall not be entitled to vote on the election of the nominated representative to sit on the Board;
  - 11.8.3 the Chief Governance Officer shall distribute the ballot papers, which shall be printed clearly and legibly, setting out:
    - (i) where there is only one Nominee, the name of such Nominee and "For", "Against" and "Vote Withheld" for such Nominee; or
    - (ii) where there is more than one Nominee, the name of each Nominee,

in each case to those NPGB Members who are entitled to vote;

- 11.8.4 those NPGB Members who are entitled to vote shall indicate:
  - (i) where there is only one Nominee, whether they are voting for or against the election of such Nominee to sit on the Board (or that they are withholding their vote) by placing an "X" or other similar marker in the relevant box alongside the name of the Nominee on their ballot paper; or
  - ii) where there is more than one Nominee, which Nominee they are voting for by placing an "X" or other similar marker alongside the name of the relevant Nominee on their ballot paper,

following which they shall return their ballot paper to the Chief Governance Officer; and

11.8.5 the counting procedure shall be conducted in accordance with Clause 11.9 as soon as all of the NPGB Members who are entitled to vote have returned their ballot papers to the Chief Governance Officer.

- 11.9 The counting procedure shall be as follows:
  - 11.9.1 the count shall be conducted by the Chief Governance Officer in a way that can be followed clearly by all the NPGB Members present at the Election Meeting;
  - 11.9.2 ballot papers that are illegible or have been defaced shall be deemed to be invalid and shall not be included in the count. The chairman of the Election Meeting shall record the reason(s) for a ballot paper's invalidity on the back of such ballot paper and shall confirm this with a signature;
  - 11.9.3 the Chief Governance Officer shall begin by counting the number of ballot papers and verify their validity. If the number of ballot papers is equal to or less than the number of ballot papers issued, the ballot is valid. If it exceeds the number of ballot papers issued, the ballot shall be declared void and recommence immediately in accordance with the procedure set out in this Clause 11;
  - 11.9.4 after the number of ballot papers has been verified, the Chief Governance Officer shall proceed to count the number of votes cast:
    - where there is only one Nominee, for and against the election of such Nominee to sit on the Board (and the number of votes withheld); or
    - ii) where there is more than one Nominee, for each Nominee; and
  - 11.9.5 after the count has been completed, the Chief Governance Officer shall communicate the results to the chairman of the Election Meeting in writing, who shall thereafter declare the results to the NPGB Members and the Observers.
- 11.10 Where there is only one Nominee, such Nominee shall be deemed to have been elected to sit on the Board where the number of NPGB Members present and entitled to vote at the Election Meeting who have voted for such election is greater than the number of NPGB Members present and entitled to vote at the Election Meeting who have voted against such election, excluding any votes withheld by NPGB Members present and entitled to vote at the Election Meeting. Where the number of NPGB Members present and entitled to vote at the Election Meeting who have voted for such election is less than the number of NPGB Members present and entitled to vote at the Election Meeting who have voted against such election, excluding any votes withheld by NPGB Members present and entitled to vote at the Election Meeting, the sole Nominee shall be deemed not to have been elected to sit on the Board. The terms of Article 61.7(b) shall apply in those circumstances and a further election shall be held to fill such vacant office in accordance with this Clause 11 as soon as reasonably practicable after the Election Meeting at which the sole Nominee was not elected. For the avoidance of doubt, the sole Nominee shall be entitled to be nominated in accordance with this Clause 11 to fill the said vacant office. A declaration made by the chairman of the Election Meeting under this Clause 11.10 shall be final and binding.
- 11.11 Where there is more than one Nominee, the Nominee who receives the most votes in the election shall be declared by the Chair to be the nominated representative who has been elected to sit on the Board in accordance with the Articles and these Terms. Such declaration shall be final and binding.
- 11.12 It will not be competent for the Office-Bearers or the Chief Executive to nominate or to vote in any election taking place under this Clause 11, unless there is a tied vote, in which event there will be a second ballot in which process the Office-Bearers and the Chief Executive

will be entitled to participate and vote. Such second ballot shall be conducted in accordance with Clause 11.8 and 11.9. If after such second ballot there remains a tied vote, the Board will determine:

- 11.12.1 where there is not more than one Nominee, whether such Nominee shall be elected to sit on the Board and, if the Board so determines that such Nominee shall not be elected to sit on the Board, a further election shall be held to fill the vacant office on the Board created thereby in accordance with this Clause 11 as soon as reasonably practicable after such determination by the Board; or
- 11.12.2 where there is more than one Nominee, the identity of the nominee to the Board.
- 11.13 Following the declaration of the results of an election under this Clause 11, the Chief Governance Officer shall put the ballot papers that have been collected and counted into an envelope intended for this purpose. The envelope shall be signed by the chairman of the Election Meeting and sealed. The Chief Governance Officer shall keep this envelope and destroy it (and its contents) 90 days after the relevant Election Meeting.
- 11.14 Notwithstanding the references in this Clause 11 to the Chief Governance Officer, the chairman of the Election Meeting shall be entitled from time to time to select such other person as he deems appropriate to carry out the functions designated for the Chief Governance Officer under this Clause 11, including (without limitation) where the Chief Governance Officer is not in attendance at the Election Meeting. The person who carries out such functions shall be supported in doing so by such additional members of the Scottish FA administration as they shall deem necessary from time to time (acting reasonably).
- 11.15 Any question or dispute arising in relation to any election under this Clause 11, including the conduct thereof, shall be determined by the chairman of the Election Meeting, whose determination in that regard shall be final and binding.

#### 12 AMENDMENT

These Terms can only be amended by the Board. Any amendment made pursuant to this Clause 12 shall be binding on the NPGB Members, all employees of the Scottish FA, all members of any sub-committees of the NPGB and any others acting in any capacity for the NPGB whatsoever, with immediate effect.

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# BOARD PROTOCOLS THE REGULATION OF THE PROCEEDINGS OF MEETINGS OF THE CONGRESS

The proceedings of the Congress shall be regulated by the applicable provision of the Articles and as follows:-

- There shall be no more than three (3) ordinary meetings of the Congress per year to be held at a date and hour decided by the Board.
- Any member wishing to have an item of business placed on the agenda shall provide full
  details of same in writing to the Secretary not less than seven (7) days prior to the meeting
  of the Congress.
- Special meetings of the Congress may be convened by the President or Secretary on less than three (3) clear days' notice to consider matters of urgency. The notice convening such meeting shall state the particular business to be transacted, and no other business will be competent.
- The Secretary, who shall prepare the agenda, shall give at least five (5) clear days' notice (including such agenda) to each member of the Congress of every ordinary meeting of the Congress (special meetings excepted).
- Unless of a routine nature, business shall not be brought before the Congress if the subject matter has not been notified to the Secretary, in accordance with the terms of Paragraph 2 above.
- 6. Ten members (10) of the Congress present and entitled to vote at a meeting of the Congress shall constitute a quorum for the transaction of the business of the Congress. In the event that a meeting is or becomes temporarily inquorate the Chairman shall be entitled at his discretion to adjourn the commencement or conduct of the meeting for a period of up to thirty (30) minutes, and to commence or recommence the meeting when a quorum has been achieved. If a quorum is not achieved, the Chairman shall declare the meeting at an end.
- 7. The President or in his absence the Vice-President shall preside as Chairman at every meeting of the Congress. If at any meeting of the Congress neither the President nor the Vice-President is present within fifteen (15) minutes after the time appointed for holding such meeting, the members of the Congress present and entitled to vote shall choose one of their number to be Chairman of the meeting.
- 8. Order of business at meetings of the Congress shall be as follows:-
  - (a) Minutes of previous ordinary meetings and of any special meeting shall be submitted, and, if approved, be signed by the Chairman;
  - (b) Business arising under Paragraph 2 and/or 5;
  - (c) Any other business listed in the agenda circulated by the Secretary pursuant to Paragraph 4:
  - (d) Any other competent business.

The Chairman shall have power at any time to alter the rotation of the order of business.

- 9. It shall be the duty of the Chairman to preserve order, and to secure that every member shall obtain a fair hearing. He shall decide all questions of order that may arise. He shall decide the question of priority as between two or more members claiming to be heard by calling on the member whom he first observed indicating a desire to speak.
- Each member on speaking shall address himself to the Chairman, and not to any other member of the Congress.
- 11. Minutes shall be recorded of all ordinary and of any special meetings of the Congress and a copy shall be distributed to each member along with the notice calling the next meeting of the Congress.
- The minutes of a meeting of the Congress, if signed by the Chairman or by the Chairman of the next succeeding meeting shall be conclusive evidence of matters stated in such minutes.

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# BOARD PROTOCOL FOR THE LICENSING COMMITTEE")

- The Committee shall be determined by the Board at the earliest opportunity following the Annual General Meeting succeeding which a new Congress is formed. The Chairman and Vice Chairman shall be appointed by the Board upon a recommendation from the Office Bearers and Chief Executive. The other members of the Committee shall ideally have a legal or accountancy background and shall be appointed from the list of Congress members by the Board or shall be co-opted by the Board from outwith Congress. In choosing the members of the Committee, the Board will ensure that the composition of the Committee meets the current requirements of the UEFA Club Licensing and Financial Sustainability Regulations
- In addition, the President and the Chief Executive are ex officio members of the Committee.
   If the President and/or the Chief Executive are ex officio members of the Committee he shall not be entitled to vote.
- A member of the Committee shall be appointed for a period of two (2) years or until the next
  round of appointments and such appointments may be renewed without limit. If a member
  should demit office for any reason, the Board may authorise that the vacancy be filled.
- 4. The Committee shall have full powers of the Board as detailed herein. The powers of the Committee shall include (but shall not be limited to) the powers of the Board to grant, suspend, refuse to grant or withdraw a Club Licence (on such terms as the Committee thinks fit) and, if a Club Licence is granted, which category of Club Licence to grant to the applicant club. Furthermore it will be a matter for the Committee to determine whether a club has complied with the Club Licensing Procedures. The Committee shall be responsible for communicating such breaches to the Compliance Officer, who has the jurisdiction to deal with such matters in accordance with the Scottish FA's Articles of Association ("Articles").

The Committee shall have the power to grant or withdraw an UEFA Licence required by clubs to participate in UEFA club competitions and to grant or withdraw an UEFA Licence required by clubs to participate in the UEFA Women's Champions League.

The Committee shall have the power at any time to recommend to the Board that amendments be made to its terms of reference as set out in this document.

Pursuant to Article 63 of the Articles, the Committee shall have the power at any time to delegate any of its powers to sub-committees whose membership shall be comprised (i) of some or all of the members of the Committee and other co-opted persons or (ii) entirely of co-opted persons who need not be Directors (as defined in the Articles), members of the Committee or members of the Congress. Any sub-committee so formed shall in the exercise of the powers so delegated conform to any regulation that may be imposed on it by the Committee.

- A meeting of the Committee may be convened by the Secretary upon giving notice to the members of the Committee.
- A member of the Committee who is unable to attend a meeting of the Committee, is required whenever possible, to give 48 hours' notice of his non-attendance, to the Secretary.
- 7. All or any of the members of the Committee may participate in a meeting of the Committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other and provided the relevant quorum is participating as aforesaid (notwithstanding that such quorum is not present together in one place) such meeting shall be quorate and, subject to the provisions of the terms of reference contained in this document and the Articles, the meeting shall constitute a meeting of the Committee. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is located.
- 8. The quorum for any meeting of the Committee shall be three (3) members. In the event that a meeting is or becomes temporarily inquorate the Chairman shall be entitled at his discretion to adjourn the commencement or conduct of the meeting for a period of up to 30 minutes, and to commence or recommence the meeting when a quorum has been achieved. If a quorum is not achieved, or cannot be sustained, the Chairman shall declare the meeting at an end.
- In the absence of the Chairman and, in the alternative, the Vice Chairman from any meeting, the members present shall nominate one of their members to act as Chairman for the purposes of that meeting.
- 10. A resolution in writing signed by (a majority) of the members of the Committee entitled to receive notice of a meeting of the Committee shall be as valid and effectual as if it had been passed at a meeting of the Committee duly convened and held and may consist of several documents in the like form each signed by one or more member or members of the Committee PROVIDED THAT such resolution will be effective only if it can be demonstrated that every member of the Committee received notice of the intention to pass the resolution prior to the receipt by the Scottish FA of the resolution signed by the majority of the Committee. If the majority of the members present at a meeting of the Committee agree, the authority to make a decision may be remitted to the Chairman of the Committee, subject to satisfactory updates being received by the licensing administration in respect

- of any outstanding matter that prevented a decision being made on the day of the committee meeting. Clear deadlines for a club to provide any outstanding information will be outlined in the decision note issued to the club following the meeting.
- 11. Each member of the Committee shall retire from, and shall not take part in, any deliberation of the Committee which relates to any matter which involves or concerns his club (including any matter in relation to a player or employee or official of his club) or a recognised football body which he represents on Congress.
- 12. Save to the extent provided to the contrary in the Articles and to the procedures established by the Board, the Chairman of the Committee shall be responsible for all matters of procedure relating to the Committee and his decision on such matters will be final and binding. Each member of the Committee shall have one vote and the Chairman shall, in the event of a tie, have a casting vote.
- 13. The minutes of a meeting of the Committee, if signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting, shall be conclusive evidence of the matters stated in such minutes. The Board will be provided with a copy of the minutes of each meeting of the Committee following signature of such minutes by the Chairman.
- 14. The Board will be presented with a report by the Committee on an annual basis.
- 15. The Committee shall have the following powers:-
  - (a) those powers which are conferred upon it by the Articles or which are delegated to it by the Board from time to time;
  - (b) to deal with and consider all matters relating to Club Licensing and the Club Licensing Procedures including but not limited to:-
    - making recommendations to the Board (and such other Committees as appropriate) regarding matters in connection with Club Licensing Criteria and Club Licensing Procedures;
    - (ii) verifying applicable criteria standards developed for implementation in any Scottish FA- organised youth development programme, including the Club Academy Scotland programme. These powers include the power to review, and amend, any awards previously considered or granted by the CAS Assessment Panel;
  - (c) to consider, devise and recommend to the Board any general matter aimed at improving the standards at member clubs, including but not limited to the level of service available from the Scottish FA in the support of member clubs.
- 16. The Board will have responsibility for the terms of reference contained in this document, and will review and amend (as it sees fit) this document on an annual basis (or at such other times as it sees fit, in its sole discretion). Without prejudice to the foregoing, the Committee shall have the power at any time to recommend to the Board that amendments be made to its terms of reference as set out in this document.

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# BOARD PROTOCOL FOR THE REFEREE COMMITTEE ("COMMITTEE")

- 1. The Committee shall be determined by the Board at the earliest opportunity following the Annual General Meeting succeeding which a new Congress is formed. The Chairman and two Vice Chairmen shall be appointed by the Board upon a recommendation from the Office Bearers and Chief Executive. The Chairman shall be a former referee, with the number of former referees on the Committee being no less than six. All of the former referees shall be of a suitable standing in refereeing. The two Vice Chairmen may be appointed from the list of Congress members or co-opted from outwith such list.
- In addition, the President and the Chief Executive are ex officio members of the Committee.
   If the President and/or the Chief Executive are ex officio members of the Committee he shall not be entitled to vote.
- A member of the Committee shall be appointed for a period of 2 years or until the next round of appointments and such appointments may be renewed without limit. If a member should demit office for any reason, the Board may authorise that the vacancy be filled.
- 4. The Board will have responsibility for the terms of reference contained in this document, and will review and amend (as it sees fit) this document on an annual basis (or at such other times as it sees fit, in its sole discretion). Without prejudice to the foregoing, the Committee shall have the power at any time to recommend to the Board that amendments be made to its terms of reference as set out in this document.

Pursuant to Article 63 of the Articles, the Committee shall have the power at any time to delegate any of its powers to sub-committees and such sub-committees shall themselves be entitled to delegate powers to further sub-committees; membership of all sub-committees associated with the Committee shall be comprised (i) of some or all of the members of the Committee and other co-opted persons or (ii) entirely of co-opted persons who need not be Directors (as defined in the Articles), members of the Committee or members of the Congress. Any Committee or sub-committee so formed shall in the exercise of the powers so delegated conform to any regulation that may be imposed on it in the case of a Committee by the Board or in the case of a sub-committee by the Board or by the relevant Committee or in the case of a sub-committee formed by a sub-committee, by the Board, by the relevant Committee or by the sub-committee which established it.

- 5. A meeting of the Committee may be convened by the Secretary upon giving notice to the members of the Committee.
- A member of the Committee who is unable to attend a meeting of the Committee, is required whenever possible, to give 48 hours' notice of his non-attendance, to the Secretary.
- 7. All or any of the members of the Committee may participate in a meeting of the Committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other and provided the relevant quorum is participating as aforesaid (notwithstanding that such quorum is not present together in one place) such meeting shall be quorate and, subject to the provisions of the terms of reference contained in this document and the Articles, the meeting shall constitute a meeting of the Committee. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly.

Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is located.

8. The quorum for any meeting of the Committee shall be four members. In the event that a meeting is or becomes temporarily inquorate the Chairman shall be entitled at his discretion to adjourn the commencement or conduct of the meeting for a period of up to 30 minutes, and to commence or recommence the meeting when a quorum has been achieved. If a quorum is not achieved, or cannot be sustained, the Chairman shall declare the meeting at an end.

A quorum will be deemed to subsist even if a member or members of the Committee is or are obliged to retire temporarily from the meeting for the reasons set out in paragraph 12, and provided that at least three members remain, the Committee shall transact the business in question.

- In the absence of the Chairman and, in the alternative, both Vice Chairmen, from any
  meeting, the members present shall nominate one of their members to act as Chairman for
  the purposes of that meeting.
- 10. A resolution in writing signed by (a majority) of the members of the Committee entitled to receive notice of a meeting of the Committee shall be as valid and effectual as if it had been passed at a meeting of the Committee duly convened and held and may consist of several documents in the like form each signed by one or more member or members of the Committee PROVIDED THAT such resolution will be effective only if it can be demonstrated that every member of the Committee received notice of the intention to pass the resolution prior to the receipt by the Association of the resolution signed by the majority of the Committee.
- 11. If it is possible that a decision may require to be taken or made regarding a matter which involves or concerns his club (including any matter in relation to a player or employee or official of his club) or a recognised football body which he represents on Congress, a member of the Committee shall retire from any deliberation of the Committee. Neither shall he vote nor direct any vote to be cast with regard to such a matter.
- 12. Save to the extent provided to the contrary in the Articles and to the procedures established by the Board, the Chairman of the Committee shall be responsible for all matters of procedure relating to the Committee and his decision on such matters will be final and binding. Each member of the Committee shall have one vote and the Chairman shall, in the event of a tie, have a casting vote.
- 13. The minutes of a meeting of the Committee, if signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting, shall be conclusive evidence of the matters stated in such minutes. The Board will be provided with a copy of the minutes of each meeting of the Committee following signature of such minutes by the Chairman.
- 14. The Board will be presented with a report by the Committee on an annual basis.
- 15. The Committee shall have the following powers:-
  - (a) Those powers which are conferred upon it by the Articles or which are delegated to it by the Board from time to time.

- (b) To develop and implement a strategy for the continual development of refereeing in Scotland, including the setting of annual goals and objectives and review thereof.
- (c) To determine the categories of referees within the List of Registered Referees.
- (d) To set the policy in regard to the training courses for referees and the registration of referees.
- (e) To compile, at its discretion, the composition of the List of Referees and thereafter to issue such List, including the issue of an annual Notification of Classification to each referee on the List. The members who were formerly referees conduct the business in this connection. The Vice-Chairmen act as observers in this process and do not have any voting powers.
- To provide strategic guidance to the administration on refereeing appointments.
- (g) To provide a structure for the observation and assessment of referees and to review their performances.
- (h) To ensure the provision of instructional and educational programmes for referees, assistant referees, Referee Observers and Instructors.
- (i) To approve the appointment of Referees' Associations' Managers who shall comprise the Referees' Associations' Managers' Sub-Committee. The Referees' Associations' Managers' Sub-Committee shall constitute a sub-committee of the Referee Committee and shall, without prejudice to the foregoing generality, be subject to the terms of paragraph 4 hereof.
- To approve the appointment of Referee Observers (including Assistant Referee Observers) who shall comprise the Referee Observers' Sub-Committee.

The Scottish FA Observers' Sub-Committee shall constitute a sub-committee of the Referee Committee and shall, without prejudice to the foregoing generality, be subject to the terms of paragraph 4 hereof.

- (k) To assign the roles of Scottish FA Referees' Associations' Managers and of Referee Observers.
- (I) To nominate officials to FIFA for inclusion in its List of International Referees and Assistant Referees, or any other such International List as may be deemed appropriate.
- (m) To consider and implement as appropriate guidelines on referees and refereeing issued by FIFA and UEFA.
- (n) To co-operate with FIFA, UEFA and other National Associations in the appointment of match officials for International Competitions and Matches.
- (o) To propose and to consider any proposed alterations to the Laws of the Game and to make recommendations in this regard to the Board.

- (p) To promulgate guidelines to Referees on points of play related to a match which referees are allowed to discuss.
- (q) To oversee the operation of the Scottish FA Referees' Associations and the provision of financial support to them; the members of the Committee who were formerly referees share liaison responsibilities for the Referees' Associations.
- (r) To conduct an investigation into any matter related to the application of the Laws of the Game in a match involving a registered referee and to take such action as is deemed appropriate.
- (s) To oversee the promotion of referees and refereeing in all aspects, including the issuing of instructional resources and publications on the application of the Laws of the Game and by ensuring that information on the Laws of the Game is made available to all participants in Association football in Scotland.
- (t) To deal with all other relevant matters concerning referees and refereeing.

June 2025

# RULES OF THE SCOTTISH FOOTBALL ASSOCIATION CHALLENGE CUP COMPETITION

# **PRELIMINARY PROVISIONS**

## 1. OPERATIVE PROVISIONS

- 1.1 Clubs, Players, officials, Team Staff, Team Officials and other persons participating in any way in the Competition shall be bound by and comply with these Competition Rules (and any rules and regulations made pursuant to these Competition Rules).
- 1.2 Clubs, Players, officials, Team Staff, Team Officials and other persons participating in any way in the Competition shall only have such rights in relation to the Competition (and any Match) as are expressly granted to them under and in terms of these Competition Rules or by the Scottish FA, in writing.
- 1.3 Any Club, Player, official, member of Team Staff, Team Official or other person participating in any way in the Competition which or who breaches, infringes or fails and/or refuses to comply with any of these Competition Rules, may be:
  - 1.3.1 referred to the Compliance Officer for investigation; and/or
  - 1.3.2 the subject of disciplinary proceedings before the Judicial Panel under and in terms of the Judicial Panel Protocol; and/or
  - 1.3.3 liable to sanctions as provided for in the Judicial Panel Protocol.

#### 2. INTERPRETATION

2.1 In these Competition Rules, unless expressly provided otherwise:

Annual General Meeting	shall have the meaning given to it in Article 1.1;
Anti-Doping Regulations	shall have the meaning given to it in Article 1.1;
Approval Period	shall have the meaning given to it in Competition Rule 12.7;
Articles	means the Articles of Association of the Scottish FA, as adopted or amended from time to time;
Association Football	shall have the meaning given to it in Article 1.1;
Away Club	means the Club selected second in each Match at the relevant Cup Draw, irrespective of whether the Match is played at a Neutral Ground;
Board	shall have the meaning given to it in Article 1.1;
Club	shall have the meaning given to the term "club" in Article 1.1 and, for the purposes of these Competition Rules, includes (without limitation) Cooperation Clubs;
Club Cooperation Regulations	means the regulations promulgated by the Board from time to time in relation to cooperation arrangements between Clubs;

Club Licence	shall have the meaning given to it in Article 1.1;
Club Licensing	shall have the meaning given to it in Article 1.1;
Club Licensing	shall have the meaning given to it in Article 1.1;
Procedures	Shall have the meaning given to it in Article 1.1,
Commercial Rights	shall have the meaning given to it in Competition Rule 7.1;
Commercial Statement	shall have the meaning given to it in Competition Rule 7.2;
Competition	shall have the meaning given to it in Competition Rule 3.1;
Cooperation Agreement	shall have the meaning given to it in the Club Cooperation Regulations;
Cooperation Club	shall have the meaning given to it in the Club Cooperation Regulations;
Cooperation List	shall have the meaning given to it in the Club Cooperation Regulations;
Cooperation Parent Club	shall have the meaning given to the term "parent club" in the Club Cooperation Regulations;
Competition	shall have the meaning given to it in Competition Rule 3.1;
Competition Rules	means these rules of the Competition (as amended from time to time) and "Competition Rule" shall be construed accordingly;
Compliance Officer	means the Compliance Officer from time to time provided for in terms of the Judicial Panel Protocol;
Concussion Substitute	means a Player who is permanently substituted at any point during a Match after a concussion occurs or is suspected to have occurred after an on-field assessment and/or after an off-field assessment or 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);
Cup Draw	means the procedure by which it is determined which Clubs will play against each other in each Round of the Competition;
Disciplinary Procedures	shall have the meaning given to it in Article 1.1;
Disciplinary Rules	means the rules and sanctions more particularly described at Annex A of the Judicial Panel Protocol and as amended from time to time;
East of Scotland Football League	shall have the meaning given to it in Article 1.1;
Fielded Substitutes	shall have the meaning given to it in Competition Rule 13.1;
FIFA	shall have the meaning given to it in Article 1.1;
Final Match	means the Final Match played in the Competition each Season;
full member	shall have the meaning given to it in Article 1.1 and the expression "full membership" shall be construed accordingly;
GLT	shall have the meaning given to it in Competition Rule 17.5;
GLT Costs	means the costs specified by the Scottish FA and communicated to Clubs from time to time for the use of GLT in a Match;
Home Club	means the Club selected first in each Match at the relevant Cup Draw, irrespective of whether the Match is played at a Neutral Ground;
IFAB	shall have the meaning given to it in Article 1.1;
Judicial Panel	shall have the meaning given to it in Article 1.1;
Judicial Panel Protocol	shall have the meaning given to it in Article 1.1;

Laws of the Game	shall have the meaning given to it in Article 1.1;
Match	means a football match played in the Competition;
Match Attendee	shall have the meaning given to it in Competition Rule 24.1;
Match Official	shall have the meaning given to the term "match official" in Article 1.1;
Midlands Football League	shall have the meaning given to it in Article 1.1;
Neutral Ground	means a Registered Ground which is not the Registered Ground of one of the Clubs competing in the Match but shall exclude the Stadium or any other stadium where the Semi-Final Matches or the Final Match is played or to be played;
Nominated Substitutes	shall have the meaning given to it in Competition Rule 13.1;
North Caledonian FA	means the North Caledonian Football Association, an unincorporated association, whose office is at 54 Culduthel Mains Gardens, Culduthel, Inverness IV2 6RD;
North of Scotland Football League	shall have the meaning given to it in Article 1.1;
official	shall have the meaning given to it in Article 1.1;
Official Return	shall have the meaning given to it in Article 1.1;
Official Team Line	shall have the meaning given to it in Competition Rule 14.1;
Parent Club	shall have the meaning given to it in the Registration Procedures;
Player	shall have the meaning given to the term "player" in Article 1.1 and, for the purposes of these Competition Rules, includes (without limitation) Qualifying Players;
Qualifying Player	shall have the meaning given to it in the Club Cooperation Regulations;
referee	shall have the meaning given to it in Article 1.1;
Registered Ground	shall have the meaning given to it in Article 1.1;
Registration Procedures	shall have the meaning given to it in Article 1.1;
Relevant Period	shall have the meaning given to it in Competition Rule 24.1;
Round	means a Round of Matches in the Competition and reference to "Round [number]" shall be a reference to the relevant Round of the Competition;
Scottish Amateur FA	means The Scottish Amateur FA, an unincorporated association, whose office is at Hampden Park, Glasgow G42 9DD;
Scottish Cup Trophy	means the trophy, including any replicas owned and made available by the Scottish FA, presented to the Winner;
Scottish FA	shall have the meaning given to it in Article 1.1;
Scottish FA Comet	means the football management system known as "Scottish FA Comet" used by the Scottish FA;
Scottish Highland Football League	shall have the meaning given to it in Article 1.1;
Scottish Junior FA	means The Scottish Junior FA, an unincorporated association, whose office is at Hampden Park, Glasgow G42 9DD;
Scottish Lowland Football League	shall have the meaning given to it in Article 1.1;
Scottish Professional Football League	shall have the meaning given to it in Article 1.1;

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Season	shall have the meaning given to it in Article 1.1;
Semi-Final Match	means a Semi-Final Match played in the Competition;
South of Scotland Football League	shall have the meaning given to it in Article 1.1;
Stadium	means any stadium where the Semi-Final Matches and/or the Final Match will be or is played;
Starting Players	shall have the meaning given to it in Competition Rule 13.1;
Team Official	shall have the meaning given to it in Article 1.1;
Team Staff	shall have the meaning given to it in Article 1.1;
VAR	shall have the meaning given to it in Competition Rule 17.4;
VAR Costs	means the costs specified by the Scottish FA and communicated to Clubs from time to time for the use of VAR in a Match, including the fees and expenses of the video assistant referee, assistant video assistant referee and replay operator;
West of Scotland Football League	shall have the meaning given to it in Article 1.1;
Winner	means the winner of the Final Match; and
Working Day	shall have the meaning given to the term "working day" in Article 1.1.

- 2.2 Unless otherwise defined in Competition Rule 2.1, words or expressions contained in these Competition Rules shall bear the same meaning as in the Articles and/or the Judicial Panel Protocol.
- 2.3 Unless the context otherwise requires, words importing the singular only shall include the plural and vice versa and words importing any gender shall include all genders.
- 2.4 Headings are inserted for convenience only and shall not affect the construction of these Competition Rules.
- 2.5 All references to a ground shall mean a Registered Ground, unless otherwise specified, within the context of these Competition Rules.
- 2.6 References in these Competition Rules to an "Article" shall be to the relevant Article of the Articles.

# **COMPETITION RULES**

#### 3. NAME AND OWNERSHIP OF THE COMPETITION

- 3.1 The Competition shall be called the Scottish Football Association Challenge Cup, herein referred to as "the Competition".
- 3.2 The ownership, organisation, control and management of the Competition and any and all rights and properties associated with it, of any nature, shall be vested wholly, exclusively and at all times in the Scottish FA.

# 4. NAME, OWNERSHIP, PRESENTATION AND RETURN OF THE SCOTTISH CUP TROPHY

- 4.1 The Scottish Cup Trophy shall be presented to the Winner.
- 4.2 The ownership of the Scottish Cup Trophy and any and all rights and properties associated with it, of any nature, shall be vested wholly, exclusively and at all times in the Scottish FA.

- 4.3 The Winner shall return the Scottish Cup Trophy to the Scottish FA at its request, for such time and purpose as the Scottish FA may determine, and, in any event, prior to 31 March in the year following its winning of the Competition.
- 4.4 Should the Scottish Cup Trophy be lost, destroyed or damaged in any manner whatsoever whilst under the care and/or custody of the Winner, the Winner shall refund to the Scottish FA the amount of its current value on a full replacement basis or, if capable of repair, the cost of thorough repair, and shall indemnify the Scottish FA against all loss, cost and expense incurred by it in relation to or connected with such loss, destruction and/or damage.
- 4.5 The period of care and/or custody of the Scottish Cup Trophy by the Winner shall be deemed to be from the moment of presentation or other delivery of the Scottish Cup Trophy to the Winner until the date of actual physical return of the Scottish Cup Trophy to the Scottish FA. During such period the Winner is solely and exclusively liable for any loss, destruction of or damage to the Scottish Cup Trophy.
- 4.6 During any period that the Winner is in possession of the Scottish Cup Trophy it shall insure it against loss, destruction and/or damage and shall ensure that the interest of the Scottish FA is endorsed on such policy of insurance.

## 5. COMMENCEMENT AND AIMS OF THE COMPETITION

- 5.1 The Competition shall be played annually and in accordance with the Laws of the Game.
- 5.2 The Competition shall commence on a date to be determined in each Season by the Board.
- 5.3 The aim of the Competition is to promote, foster, and develop the game of Association Football without discrimination against any organisation or person for reason of age, gender, disability, ethnicity, race, language, religion, sexuality or politics.
- 5.4 The Scottish FA shall take all such steps as may be deemed necessary or advisable for preventing infringements of the Laws of the Game, these Competition Rules, such other rules and regulations of the Scottish FA as may be applicable from time to time, any other improper methods or practices in the game, and to ensure that the game of Association Football is protected from any other abuses.
- 5.5 All Clubs, Players, officials, Team Staff, Team Officials and other persons participating in any way in the Competition agree to be subject to, bound by and to comply with the Articles, the Registration Procedures, the Judicial Panel Protocol, these Competition Rules and the Anti-Doping Regulations, all as adopted and amended from time to time. For this purpose, the Articles and these Competition Rules will be deemed to include all rules, regulations, protocols, directions and decisions made pursuant to them which relate to the Competition.

#### 6. ELIGIBLE CLUBS

- 6.1 All Clubs in full membership shall compete in the Competition in each Season in accordance with Article 33.2, subject to any sanction imposed on any Club which would otherwise prevent it from so competing.
- 6.2 In addition to those Clubs eligible to compete in the Competition in terms of Competition Rule 6.1, Clubs in membership of the East of Scotland Football League, the West of Scotland Football League, the South of Scotland Football League, the Midlands Football League, the North of Scotland Football League, the North Caledonian FA, the Scottish Junior FA and the Scottish Amateur FA shall also be eligible to compete in the Competition as follows:

- 6.2.1 the winners of the East of Scotland Football League, the West of Scotland Football League, the South of Scotland Football League, the Midlands Football League and the North of Scotland Football League Championships, irrespective of their membership status with the Scottish FA;
- 6.2.2 the winner of the North Caledonian Football League Championship, irrespective of its membership status with the Scottish FA;
- 6.2.3 the winner of the Cup Winners Shield, irrespective of its membership status with the Scottish FA:
- 6.2.4 the winner of the Scottish Junior FA Cup, irrespective of its membership status with the Scottish FA: and
- 6.2.5 the winner of the Scottish Amateur FA Cup, irrespective of its membership status with the Scottish FA.
- 6.3 Prior to the commencement of the Competition in each Season, the East of Scotland Football League, the West of Scotland Football League, the South of Scotland Football League, the Midlands Football League, the North of Scotland Football League, the North Caledonian FA, the Scottish Junior FA and the Scottish Amateur FA, shall provide the Scottish FA with written notification of:
  - 6.3.1 the name(s) of their respective participating Clubs, which are eligible to compete in the Competition;
  - 6.3.2 the name(s) of any of their respective participating Clubs eligible to compete in the Competition but which intend not to compete in the Competition;
  - 6.3.3 the name(s) of the Registered Ground(s) of their respective competing Club(s), the field dimensions of their respective pitches, and the spectator capacity (both seated and standing) of the Registered Ground(s) of each of their respective competing
  - 6.3.4 the details of the approved playing kit and colours of their respective competing Club(s).

# 7. SPONSORSHIP AND BROADCASTING MATTERS

- 7.1 The Scottish FA, in accordance with the Articles, may enter into contracts with commercial sponsors and broadcasters and grant certain rights as the Scottish FA may in its discretion determine ("the Commercial Rights") to such parties in relation to the Scottish Cup Trophy and the Competition.
- 7.2 The Scottish FA will annually intimate in writing to all Clubs participating in the Competition, the terms of the Commercial Rights, which apply to such Clubs (the "Commercial Statement"). The Commercial Statement will constitute a definitive description of the Commercial Rights.
- 7.3 All Clubs, Players, officials, Team Staff, Team Officials and other persons participating in any way in the Competition agree to be bound by and comply with the Commercial Statement.
- 7.4 All Clubs, Players, officials, Team Staff, Team Officials and other persons participating in any way in the Competition undertake to provide any and all rights, facilities, properties and services as may be necessary for the Scottish FA to comply with and discharge the Commercial Rights.

# 8. CLUBS EXEMPT FROM PLAYING IN PRELIMINARY ROUND(S), ROUNDS ONE, TWO AND THREE OF THE COMPETITION

#### 3.1 Preliminary Round(s)

- 8.1.1 The Clubs which, in the current Season, are members of The Scottish Professional Football League, the Scottish Highland Football League or the Scottish Lowland Football League, shall be exempt from playing in the Preliminary Round(s).
- 8.1.2 If more than one Preliminary Round is required, the Clubs which, in the current Season, do not participate in the Club Licensing System and are not in possession of a Club Licence, as at the date of the Cup Draw, shall be required to play in the first Preliminary Round. For the purposes of these Competition Rules, a Club which has had its Club Licence suspended for whatever reason shall be deemed not to be in possession of a Club Licence.

#### 8.2 Round One

The Clubs which, in the current Season, are members of The Scottish Professional Football League shall be exempt from playing in Round One.

#### 8.3 Round Two

The Clubs which, in the current Season, are members of The Scottish Professional Football League Premiership, Championship or League One, shall be exempt from playing in Round Two.

#### 8.4 Round Three

The Clubs which, in the current Season, are members of The Scottish Professional Football League Premiership shall be exempt from playing in Round Three.

#### CUP DRAWS FOR MATCHES IN THE COMPETITION

- 9.1 The Cup Draw for the Preliminary Round(s), if applicable, shall be so arranged that a combination of ties and byes will produce the required number of Clubs to compete in Round One. The names of the Clubs shall be placed in a lot and drawn in couples at a time, until the requisite number of ties are drawn.
- 9.2 For Round One, the names of the Clubs shall be placed in a lot and drawn in couples at a time. The Clubs in each couple shall compete, and the winning Clubs in each Match will qualify to play in Round Two.
- 9.3 For Round Two, the names of the Clubs shall be placed in a lot and drawn in couples at a time. The Clubs in each couple shall compete, and the winning Clubs in each Match will qualify to play in Round Three.
- 9.4 For Round Three, the names of the Clubs shall be placed in a lot and drawn in couples at a time. The Clubs in each couple shall compete and the winning Clubs in each Match will qualify to play in Round Four.
- 9.5 For Round Four and subsequent Rounds, the names of the 32 Clubs (in the case of Round Four) shall be placed in a lot and drawn in couples at a time. The Clubs in each couple shall

- compete, and the names of the winning Clubs in each Match shall be placed in a lot and drawn in couples at a time, and so on, until two Clubs are left to compete in the Final Match.
- 9.6 Any Club eligible to participate in a Round but which is not drawn in the Cup Draw for that Round will receive a bye into the next Round. Clubs receiving a bye are not considered to have participated in that particular Round (and will not be eligible to participate in any financial distribution relating to it).
- 9.7 In the event that:
  - 9.7.1 a Club which is eligible to participate in a Cup Draw is ejected from the Competition pursuant to a sanction imposed by the Judicial Panel prior to such Cup Draw taking place, such Club shall be replaced in the said Cup Draw by the Club which it played in the immediately preceding Round or, if any Club which is so ejected from the Competition has not already played a Match in the Competition in the relevant Season, the Cup Draw will simply proceed without such Club's involvement; or
  - 9.7.2 a Club which is drawn to play in a Match in a Round is ejected from the Competition pursuant to a sanction imposed by the Judicial Panel prior to such Match taking place, such Club shall be replaced in the said Match by the Club which it played in the immediately preceding Round or, if any Club which is so ejected from the Competition has not already played a Match in the Competition in the relevant Season, the Club which it has been drawn to play will receive a bye into the next Round.
- 9.8 After each Cup Draw, the Scottish FA will inform each Club of the name of the Club against which it is drawn, whether it has been drawn as the Home Club or the Away Club in the tie and the date and time when the Match will be played. Subject to the terms of Competition Rule 9.9, the Board shall decide the date and the hour of kick-off of each Match.
- 9.9 Subject to the agreement of the Board, and if acceptable to both Clubs and the Scottish FA, the two Clubs in a particular Match may agree to a different kick-off time and/or date for such Match than that notified by the Board provided always that such proposed change is notified to the Scottish FA as soon as reasonably practicable after the relevant Cup Draw is made and that, having regard to any Commercial Rights, police wishes and criteria, the Scottish FA does not determine that the Match must take place at a date and time fixed by the Board.

#### 10. GROUNDS FOR MATCHES

- 10.1 Subject to Competition Rule 10.3, and save for the Semi-Final Matches and the Final Match, a Match shall be played at the Registered Ground of the Home Club.
- 10.2 The venues and all other arrangements for the Semi-Final Matches and the Final Match shall be determined by the Board.
- 10.3 A Home Club shall notify the Board in the event that it considers that its Registered Ground is unsuitable, for whatever reason, for the playing of a Match. The Board may, itself, determine that a Home Club's Registered Ground is unsuitable, for whatever reason, for the playing of a Match. The Board has complete and sole authority to make such a determination either on its own motion or consequentially upon notification from a Club. In making a determination as to suitability of a Registered Ground for the playing of a Match, the Board may have regard to the criteria in Competition Rule 11 but it may also have regard to any other factor(s) it considers relevant. In the event that the Board makes a determination that a Registered Ground is unsuitable for the playing of a Match, then the

Match in question shall be played at such alternative Registered Ground as is determined by the Board. In such circumstances the Clubs drawn to play in that Match shall, for all other purposes, retain their respective statuses of Home Club and Away Club as originally drawn.

10.4 If more than one Club from the same city or town or with the same Registered Ground is drawn to play at home in the same Round and it is deemed, for whatever reason, that their Matches cannot be played on the same day or at the same kick-off time then the Board shall determine when each such Match shall be played and the relevant Clubs will be bound by such determination.

#### REGISTERED GROUND CRITERIA

The Registered Ground of a Club participating in the Competition must:

- 11.1 be enclosed with a suitable barrier to keep spectators from gaining entry to the ground without payment;
- 11.2 have the following facilities inside the ground and closely adjacent to the playing field:
  - 11.2.1 separate changing, showering and toilet facilities accommodation for home and visiting teams; and
  - 11.2.2 separate changing, showering and toilet facilities accommodation for Match Officials:
- 11.3 comply with prevailing Health and Safety regulations, and, where applicable, have relevant certification issued by the local authority;
- 11.4 have appropriate facilities to provide refreshments for visiting players and Match Officials;
- 11.5 have adequate car parking provision for players and Match Officials;
- 11.6 have technical areas each capable of holding up to fifteen persons; and
- 11.7 have adequate toilet and catering facilities for spectators.

#### 12. ELIGIBILITY OF PLAYERS

- 12.1 For a Player to be eligible to play for a Club in a Match he must (i) be registered with the Scottish FA for the Club for which he intends to play or, for Season 2025/26 only, if he is a Qualifying Player, he shall be eligible to play for a Cooperation Club in a Match if he is registered with the Scottish FA for a Cooperation Parent Club which has a Cooperation Agreement with that Cooperation Club and he is listed on a Cooperation Liu under that Cooperation Agreement, notwithstanding that he is not registered with the Scottish FA for the relevant Cooperation Club, and (ii) in either case, be included on the Official Team Line of that Club or Cooperation Club (as the case may be) for the Match concerned in compliance with these Competition Rules.
- 12.2 Subject to the terms of Competition Rule 12.5, a Player may not be listed on the Official Team Line of a Club (either as a Starting Player or a Nominated Substitute) for a Match without having been registered prior to such Match with the Scottish FA for the Club for which he is to be named on the Official Team Line or, for Season 2025/26 only, if he is a Qualifying Player, he may not be listed on the Official Team Line of a Cooperation Club

(either as a Starting Player or a Nominated Substitute) for a Match without having been registered prior to such Match with the Scottish FA for a Cooperation Parent Club which has a Cooperation Agreement with that Cooperation Club and he is listed on a Cooperation List under that Cooperation Agreement, notwithstanding that he is not registered with the Scottish FA for the relevant Cooperation Club.

- 12.3 During the term of a temporary transfer the Player concerned shall not be eligible to play in the Competition against his Parent Club. For Season 2025/26 only, during the term of a Cooperation Agreement, a Qualifying Player who is listed on a Cooperation List under that Cooperation Agreement shall not be eligible to play in the Competition against his Cooperation Parent Club.
- 12.4 Each Club is responsible for ensuring that all of its Players who are listed on the Official Team Line (either as a Starting Player or a Nominated Substitute) for a Match are eligible to do so pursuant to the Registration Procedures, the Disciplinary Procedures and Competition Rule 13.4.
- 12.5 When a Match which is postponed or abandoned is played or replayed, only those Players who were eligible pursuant to these Competition Rules to be listed on the Official Team Line for a Club at the date fixed for originally playing the Match, are eligible to be listed on the Official Team Line for that Club for the rescheduled Match, together with any recognised goalkeeper who is registered with such Club at the date of the rescheduled Match pursuant to an emergency temporary transfer which has been approved by the Board under Competition Rule 12.7 or otherwise approved by the relevant regulatory body, notwithstanding that such recognised goalkeeper was not eligible, by means of his registration, to be listed on the Official Team Line for the relevant Club at the date fixed for originally playing the Match.
- 12.6 A Player must be aged 16 years or more to be eligible to play for a Club in a Match.
- 12.7 The Board may on cause shown, at any time, on such conditions and for a period of not more than seven days ("the Approval Period"), approve the emergency temporary transfer of a recognised goalkeeper only where the only football match to be played by the Club requesting such approval during the Approval Period is in the Competition.
- 12.8 Except in the case of a Player whose customary position is that of goalkeeper, for a Player to be eligible to participate (either as a Starting Player or a Nominated Substitute) in the Final Match in a Season, he must have been eligible pursuant to these Competition Rules to participate (either as a Starting Player or a Nominated Substitute) in the Semi-Final Match for that Season, for the Club for which he intends to play in the Final Match.
- 12.9 The Scottish FA may permit a Club to list a goalkeeper in the Official Team Line in the Final Match in a Season who was not eligible pursuant to these Competition Rules to participate for such Club in the relevant Semi Final Match for that Season. In these circumstances such goalkeeper shall not play in any other position for such Club in the Final Match.

## 13. NUMBER OF PLAYERS AND SUBSTITUTES

13.1 Subject to the provisions of Competition Rules 14.8, 14.9 and 14.10, a Club shall list on its Official Team Line eleven Players ("the Starting Players") who will start the Match and up to a maximum of nine substitutes ("the Nominated Substitutes"). Of those Nominated Substitutes, not more than five may play in the Match ("the Fielded Substitutes") subject to the terms of Competition Rule 13.2. Each Club will have a maximum of three substitution opportunities in respect of their Fielded Substitutes, subject to the following provisions:

- 13.1.1 where both Clubs make a substitution at the same time, this will count as a used substitution opportunity for both teams;
- 13.1.2 multiple substitutions by a Club during the same stoppage in play count as one used substitution opportunity;
- 13.1.3 Clubs may make substitutions at half-time of a Match, which will not count as one of their three substitution opportunities in such Match;
- 13.1.4 making a Concussion Substitution will not count as one of a Club's three substitution opportunities in a Match, save where the Club also makes a "normal" substitution at the same time as the Concussion Substitution, in which case it will count as one of their three substitution opportunities in such Match;
- 13.1.5 once a Club has used all three of its substitution opportunities in a Match, it cannot use a Concussion Substitution to make a "normal" substitution; and
- 13.1.6 where a Club makes a Concussion Substitution, the opposing Club may choose to make an "additional" substitution in accordance with Competition Rule 13.2 and receives an "additional" substitution opportunity to do so. Such "additional" substitution opportunity can be used only for the "additional" substitution and not for a "normal" substitution. Any "normal" substitution made at the same time as the "additional" substitution would count as one of the Club's three substitution opportunities in such Match.

A Club may at its discretion use one additional substitute player, a sixth in total from the nine Nominated Substitutes, during any period of extra time in the Match. In such instances, the sixth substitute shall also be considered a Fielded Substitute. If a Club has not used the maximum number of Fielded Substitutes and/or substitution opportunities before any period of extra time in a Match, any unused Fielded Substitutes and substitution opportunities may be used in extra time. Each Club will have one additional substitution opportunity in extra time. Substitutions may also be made in the period between full time and the start of extra time, and at half time in extra time – these do not count as used substitution opportunities.

- 13.2 In addition to the number of Fielded Substitutes permitted in a Match under Competition Rule 13.1, each Club may use one additional substitute player from its Nominated Substitutes as a Concussion Substitute in a Match. In the event that a Concussion Substitute is used, the opposing Club may make an additional substitute at the same time or any time thereafter (except as provided otherwise in the Laws of the Game). In such instances, the Concussion Substitute and, where applicable, the additional substitute shall also be considered as a Fielded Substitute, and the Player who is replaced by the Concussion Substitute is not permitted to take any further part in the Match (including kicks from the penalty mark).
- 13.3 A Starting Player or Fielded Substitute who has been substituted is not permitted to take any further part in the Match.
- 13.4 A Club must include a minimum of two Players whose designated position is that of goalkeeper, one of whom must be named as a Starting Player and at least one other as a Nominated Substitute, in its Official Team Line. Such Players shall be so designated by adding "GK" after each of their names on the Official Team Line. Subject to Competition Rule 12.9, a Nominated Substitute who is designated as a goalkeeper may nonetheless play in the relevant Match for his Club in any other position.

- 13.5 A Player shall not play for more than one Club in the Competition (either as a Starting Player or a Fielded Substitute) in the same Season.
- 13.6 A Club may not list in their Official Team Line, either as a Starting Player or as a Nominated Substitute, any Player who, in the same Season, has already played as a Starting Player or a Fielded Substitute for another Club in the Competition. A Player(s) shall not be deemed to have played (as one of the 11 Starting Players or as a Fielded Substitute) in a Match where such Match has been abandoned or is declared void, except where such Match was abandoned or declared void as a result of the conduct of such Player(s) acting in breach of the Disciplinary Rules.
- 13.7 A Nominated Substitute who has not been a Fielded Substitute for any Club may play for another Club in the Competition in the same Season.

#### 14. OFFICIAL TEAM LINES

- 14.1 Each Club must provide a duly completed Official Team Line, in the form provided by the Scottish FA from time to time ("the Official Team Line"), to the referee and a representative of their opponents in the presence of the referee, not later than 75 minutes before the start of the Match.
- 14.2 The Official Team Line must be submitted in accordance with these Competition Rules in order to enable a Club to participate in a Match.
- 14.3 A maximum of nine Nominated Substitutes and a maximum of six Team Staff are allowed to occupy positions in the technical area allocated for their Club, in addition to the Club's doctor (in accordance with Competition Rule 14.7), i.e. a total of sixteen persons. If space so permits, up to eight additional technical seats are allowed for persons providing technical support to a Club during a Match (e.g. 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.
- 14.4 The Official Team Line shall contain accurate and complete details of the full names and dates of birth of the eleven Starting Players and the maximum of nine Nominated Substitutes, together with full names of the maximum of six Team Staff to be seated within the relevant technical area and the maximum of eight persons providing technical support to the Club referred to in Competition Rule 14.3. The Official Team Line must be properly completed and submitted on behalf of the Club in accordance with Competition Rule 14.1 via Scottish FA Comet, save where the Club is unable to do so due to exceptional circumstances, in which case the Club shall provide its duly completed Official Team Lines by such other means as the referee for the relevant Match deems acceptable (acting reasonably). Upon submission of the Official Team Line in accordance with the foregoing, it will be deemed to be complete and, subject to Competition Rules 14.8, 14.9 and 14.10, binding on the Club concerned.
- 14.5 The numbers on the players' shirts and (if applicable) shorts must correspond with the numbers indicated on the Official Team Line.
- 14.6 The goalkeepers and team captain must be identified on the Official Team Line by being marked with "GK" and "TC", respectively, beside their names.
- 14.7 If so required, pursuant to the Club Licensing Procedures, each Club shall also list the proper name of the Club's doctor in the Official Team Line and he shall be entitled to occupy a position in the technical area for such Club, in addition to the six Team Staff who are permitted to occupy a position in the technical area for the Club under Competition Rule 14.3. In all other circumstances, it is recommended that a Club's doctor and physiotherapist

- are listed on the Official Team Line and accommodated in the technical area within the category of Team Staff (in the case of the physiotherapist) and in addition to the six Team Staff who are permitted to occupy a position in the technical area for the Club under Competition Rule 14.3 (in the case of the Club's doctor).
- 14.8 If a Starting Player listed on the Official Team Line is not able to start the Match due to unexpected physical incapacity or other extreme circumstances (which are explained to and accepted by the referee), he may only be replaced by one of the Nominated Substitutes. The Nominated Substitute who becomes a Starting Player may then only be replaced by an eligible Player not originally listed on the Official Team Line as submitted, so that the quota of Nominated Substitutes is not reduced.
- 14.9 If a Nominated Substitute listed on the Official Team Line is, at the start of the Match not able to be named as a Nominated Substitute due to an 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 Official Team Line as submitted.
- 14.10 If a goalkeeper listed on the Official Team Line is unable to be fielded due to unexpected physical incapacity or other extreme circumstances (which are explained to and accepted by the referee), then he may be replaced, but only by an eligible player who must be designated as goalkeeper in accordance with Competition Rule 13.4.
- 14.11 In the event that an ineligible player is identified in respect of a Starting Player listed on the Official Team Line after it has been submitted but prior to kick-off, the error (which is explained to and accepted by the referee) results in the Starting Player having to be removed from the Official Team Line, he may only be replaced by one of the Nominated Substitutes. If an ineligible player is identified in respect of a Nominated Substitute, and the error (which is explained to and accepted by the referee) results in the Nominated Substitute having to be removed from the Official Team Line, he may not be replaced.
- 14.12 If, for any reason, changes require to be made to the Official Team Line pursuant to Competition Rules 14.8, 14.9, 14.10 and/or 14.11 (and said changes are accepted by the referee) then the Club must notify its opponent immediately thereafter.
- 14.13 If, for any reason, changes require to be made to the Official Team Line pursuant to Paragraphs 14.8, 14.9, 14.10 and/or 14.11, the Club concerned must in addition to the requirements set out above, provide the Scottish FA, upon request, with necessary medical certificates and/or a full written explanation of the circumstances that caused any changes.
- 14.14 The Scottish FA shall keep a register of the names of all of the Players who take part in the Competition. The register shall be open for inspection by all Clubs.

# 15. FIELD OF PLAY AND MATCH REQUIREMENTS

- 15.1 The terms of this Competition Rule 15 do not apply to the Semi Final Matches or the Final Match.
- 15.2 The Home Club shall be responsible for making all of the arrangements for any Match where it is the Home Club, and such Home Club shall be liable for any failure to do so.
- 15.3 The Home Club shall ensure that all Matches where it is the Home Club shall be played on a natural grass surface or on an artificial surface. Any artificial surfaces used must meet the requirements of the FIFA Quality Programme for Football Turf or the International Match Standard.

- 15.4 Any Club which wishes to use an artificial surface for any Match shall be required to provide a current test certificate confirming compliance to FIFA artificial surface requirements and the surface must comply with the Laws of the Game. Clubs may only use testing and certificating agencies in relation to an artificial surface which have been accredited for that purpose by FIFA.
- 15.5 A Home Club shall ensure that the length of the field of play used in any Match where it is the Home Club shall be a maximum of 130 yards (120 metres) and a minimum of 100 yards (90 metres). The breadth of the field of play shall be a maximum of 80 yards (75 metres) and a minimum of 55 yards (50 metres).
- 15.6 Subject to the terms of Competition Rule 15.5, a Club shall ensure that the dimensions of the field of play used in any Match where it is the Home Club shall not differ from those contained in the Official Return for that Club (if applicable) for the current Season, unless such dimensions have been approved and consented to, in writing, by the Board.
- 15.7 A Home Club shall ensure that in any Match played where it is the Home Club, spectators are separated from the field of play by a wall, a rope, a railing or a fence.
- 15.8 A Home Club shall ensure that for any Match which is played or is to be played at its Registered Ground:
  - 15.8.1 goal nets and corner flags shall be used;
  - 15.8.2 an appropriate number of new footballs of first grade quality shall be provided by them: and
  - 15.8.3 adequate first aid facilities, requisite equipment and stretcher facilities/carrying chair(s) capable of conveying spectators from seated areas are available and that at least one fully qualified person is present and equipped to administer first aid. The Home Club should take cognisance of the expected attendance and provide additional first aid cover as appropriate for the configuration of the ground.
- 15.9 No Match shall take place at any stadium where the playing area is covered or partially covered by a roof or other form of canopy without the prior consent of the Board.
- 15.10 In the Semi-Final and Final Matches, a system of replacement balls (or multi-ball) shall operate 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.
- 15.11 Each Club entitled to play in the Competition shall notify the Scottish FA in writing, no later than 30 June prior to the commencement of the Competition in each Season, if the Club intends to utilise a single match ball or a system of replacement balls (or multiball) in all matches prior to the Semi-Final 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. Should participating Clubs' ball replacement system differ in Matches prior to the Semi-Final Matches, the ball replacement system of the Home Club shall be operated. Subject to the foregoing, no Club shall utilise a different ball replacement system than that notified to the Scottish FA in any Match prior to the Semi-Final Matches without first obtaining prior written approval of the Board. The ball replacement system applicable to a particular Match in accordance with this Competition Rule 15.11 shall be utilised for the entirety of such Match, subject to any right of the referee to alter the applicable ball replacement system in a Match expressly set out in any guidance issued by the Board in relation to ball replacement systems from time to time.

## 16. DURATION OF MATCH AND STADIUM CLOCKS

- 16.1 Except when extra time is played in accordance with the terms of Competition Rule 21, a Match will consist of two halves each of 45 minutes in duration.
- 16.2 A Match which has started and which, for any reason, is abandoned, may not be continued as a "friendly" match.
- 16.3 The half time interval shall be of 15 minutes duration, or as determined by the referee.
- 16.4 Clocks in a stadium provided for the purposes of showing the amount of time played may run during the Match, and may continue to run to include any extra time played in the Match and any time added at the end of normal time in each half, i.e. after 45 and 90 minutes respectively and after 15 minutes of each half of extra time.
- 16.5 Public address announcements, where made, should specify that any added time to be played is a minimum number of minutes.

## 17. APPOINTMENT OF MATCH OFFICIALS

- 17.1 The Scottish FA shall make all appointments of all Match Officials for all Matches.
- 17.2 Match Officials shall be appointed from those Match Officials whose names are included in the List of Referees. In the Preliminary Round (if applicable), Round One and Round Two, assistant referees may be appointed from the List of Registered Referees.
- 17.3 Fourth officials shall be appointed to all Matches from Round 5 onwards and to any Matches in prior Rounds which are broadcast live on television or any Matches which the Scottish FA considers appropriate.
- 17.4 Video assistant refereeing ("VAR") shall be used:
  - 17.4.1 at the sole discretion of the Board for the Semi-Final Matches and the Final Match: and
  - 17.4.2 for Matches in Rounds Four, Five and Six 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 agree to so use VAR or (ii) one of the competing Clubs wishes to use VAR and agrees to pay the VAR Costs for the relevant Match,

in all cases, in accordance with the Laws of the Game and the relevant IFAB and Scottish FA protocols for the purpose of assisting the referee.

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 this Competition Rule 17.4 will take place or continue without the use of VAR.

- 17.5 Goal-line technology ("GLT") shall be used:
  - 17.5.1 at the sole discretion of the Board for the Semi-Final Matches and the Final Match: and
  - 17.5.2 for Matches in Rounds Four, Five and Six 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 GLT is already installed at such Registered Ground (and such equipment has been approved by the Board for use in the Competition) 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 agree to so use GLT or (ii) one of the competing Clubs wishes to use GLT and agrees to pay the GLT Costs for the relevant Match,

in all cases, in accordance with the Laws of the Game and any protocol for use of GLT issued by the Scottish FA from time to time for the purpose of verifying whether a goal has been scored to support the referee's decision. That decision remains under the sole discretion of the referee and is final. A failure of the GLT system shall in no way prejudice the referee's decision. If necessary, for example in case of a system failure, Matches at which GLT would otherwise be used in accordance with this Competition Rule 17.5 will take place or continue without the use of GLT.

- 17.6 Appointments of Match Officials to Matches shall take precedence over all other appointments, except with the permission and consent of the Scottish FA.
- 17.7 A Club shall not be entitled to refuse to accept the services of any Match Official appointed by the Scottish FA to a Match.
- 17.8 The fees and expenses of Match Officials shall be paid by the Scottish FA.

#### 18. REPLACEMENT OF A MATCH OFFICIAL

- 18.1 In the event the referee is unable to start or complete a Match, he will be replaced by another Match Official in accordance with the following provisions:
  - 18.1.1 in respect of Matches in the Preliminary Round(s), Round One or Round Two, the assistant referee who is a category 3 referee, shall replace the referee. Except in the event that assistant referee 1 is a category 3 specialist assistant referee or a category 3 specialist assistant referee development, and assistant referee 2 is a category 3 referee, then assistant referee 2 shall replace the referee;
  - 18.1.2 in respect of Matches in Round Three, the assistant referee 2 shall replace the referee: and
  - 18.1.3 in respect of Matches in Round Four, the fourth official (if appointed) shall replace the referee. Where a fourth official is not appointed to a Match, assistant referee 2 shall replace the referee.
- 18.2 In the event an assistant referee is unable to start or complete the Match or he replaces the referee in accordance with Competition Rule 18.1, he will be replaced by another Match Official in accordance with the following provisions:

- 18.2.1 in respect of all Matches, except the Semi-Final Matches and the Final Match, and where a fourth official is appointed, the assistant referee will be replaced by the fourth official;
- 18.2.2 in respect of all Matches, except the Semi-Final Matches and the Final Match, and where no fourth official has been appointed, the assistant referee will be replaced by a registered referee in attendance at the Match, failing which the replacement will be a Club official decided by the referee;
- 18.2.3 if it is assistant referee 1 who is being replaced, assistant referee 2 moves to become assistant referee 1 and the replacement assistant referee becomes assistant referee 2; and
- 18.2.4 in respect of the Semi Final Matches and the Final Match, the assistant referee will be replaced by the fourth official (or by a reserve assistant referee if one has been appointed).
- 18.3 In the event that a fourth official is unable to start or complete a Match or is required to replace another Match Official in accordance with Competition Rules 18.1 and/or 18.2, he will be replaced by a registered referee in attendance at the Match, failing which no replacement will be made.
- 18.4 In the event that an additional assistant referee (if appointed) is unable to start or complete a Match, he will be replaced by the fourth official.
- 18.5 In the event that two or more Match Officials (excluding video assistant referees and assistant video assistant referees) require to be replaced during a Match, the referee will decide what should happen as regards the second replacement of a Match Official to enable the Match to be completed.
- 18.6 In the event that a video assistant referee, assistant video assistant referee or replay operator is unable to start or complete a Match, he will only be replaced by someone who is qualified for that role.

If no qualified replacement can be found for the video assistant referee or replay operator, the Match must be played or continue without the use of VAR.

If no qualified replacement can be found for the assistant video assistant referee, the Match must be played or continue without the use of VAR unless, in exceptional circumstances, both teams agree in writing that the Match may be played or continued with only the video assistant referee and replay operator.

#### 19. REGISTERED COLOURS

- 19.1 Before the first day of August in each year, each Club shall register with the Scottish FA, the colours and design of its shirts, shorts and stockings. Clubs will register their first choice colours and second choice colours and, should Clubs so desire, they may also register a third set of colours. Subject to the terms of this Competition Rule 19, a Club shall play in one of its registered sets of colours.
- 19.2 In exceptional circumstances, and with the prior written approval of the Board, a Club may play in colours which are modified from those which have been registered with the Scottish FA
- 19.3 When the first choice colours of both competing Clubs are the same, or similar, the Away Club shall change and play in a set of registered colours which are distinctive from those to be used by the Home Club.

- 19.4 In the case of the Semi-Final Matches, the first drawn Club in each of the Semi-Final Matches at the Cup Draw for the Semi-Final Matches will be permitted to play in its first choice registered colours and the second drawn Club (if necessary) is required to change.
- 19.5 The winning team of the first Semi-Final Match drawn in the Cup Draw will automatically be deemed to be the Home Club for the Final Match.
- 19.6 A Club may play in its second or third choice registered colours provided that this does not prevent the opposing Club from observing the terms of Competition Rule 19.3 or from playing in its first choice registered colours if it elects to do so.
- 19.7 A Club which elects to play in its second or third choice registered colours shall inform the opposing Club, the referee and the Scottish FA in writing not later than seven days before the date of the Match.
- 19.8 Goalkeepers shall wear colours which distinguish them from the other players in both teams and from the Match Officials. The referee's decision on whether this Competition Rule 19.8 is met will be final and binding on all parties.
- 19.9 Every Starting Player and Nominated Substitute of each Club shall wear a distinguishing number on his shirt and may wear the same distinguishing number on his shorts.
- 19.10 If there is any dispute as to whether the colours of the Clubs which are to play in a Match are the same, or similar, or if a Club has not notified the opposing Club, the referee and/or the Scottish FA in accordance with Competition Rule 19.6, the referee shall decide the issue and his decision will be final and binding on the competing Clubs.

# 20. SCHEDULING OF POSTPONED AND ABANDONED MATCHES – EXCLUDING THE SEMI-FINAL MATCHES AND THE FINAL MATCH

- 20.1 Where a Match in the Preliminary Round(s) (if applicable), Round One, Round Two or Round Three is not played on or before the original scheduled date or is abandoned, the unplayed or abandoned Match shall be played or replayed on either the Saturday following the original Match date (or the date fixed therefor), or in the second midweek following the original Match date, unless the two Clubs, the relevant authorities and the Scottish FA are all agreeable that the Match be played on an earlier date.
  - The unplayed or abandoned Match shall take place on a day to be mutually agreed by the two Clubs, other than Thursday or Friday.
- 20.2 In subsequent Rounds (i.e. for Matches after Round Three, but excluding the Semi-Final Matches and the Final Match), the unplayed or abandoned Match shall be played or replayed in the second midweek following the original Match date (or the date fixed therefor), on a day other than Thursday or Friday, unless the two Clubs, the relevant authorities and the Scottish FA are all agreeable that the Match be played on an earlier date.
- 20.3 For the purposes of Competition Rules 20.1 and 20.2, if a Match is still undecided Clubs are required to make two attempts to play or to replay the Match in succeeding mid-weeks until the Match is decided and it is known which Club is progressing into the next Round of the Competition. These attempts will be made on Mondays and Wednesdays. Clubs may however elect to play on a Tuesday rather than a Monday, but if doing so, will be required to play or replay on the Wednesday of that midweek in the event of a postponement or an abandonment. Postponed or abandoned matches in the Competition will have priority over league matches in the Scottish Professional Football League or any other relevant league either scheduled or re-scheduled except in exceptional circumstances and by agreement of the Board.

# 21. DRAWN MATCHES – EXTRA TIME/KICKS FROM THE PENALTY MARK

- 21.1 When a Match in any Round, other than the Semi-Final Matches and the Final Match, is drawn, a further thirty minutes, fifteen minutes each way, of extra time shall be played. Thereafter, if the Match is still undecided, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the rules laid down by IFAB. The Club which scores more times in respect of such kicks will be declared the winner of the Match and will proceed to the next Round of the Competition.
- 21.2 When a Semi-Final Match is drawn, a further thirty minutes, fifteen minutes each way, of extra time shall be played. Thereafter, if the Match is still undecided, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the rules laid down by IFAB. The Club which scores more times in respect of such kicks will be declared the winner of the Semi-Final Match and will proceed to the Final Match.
- 21.3 When the Final Match is drawn, a further thirty minutes, fifteen minutes each way, of extra time shall be played. Thereafter, if the Match is still undecided, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the rules laid down by IFAB. The Club which scores more times in respect of such kicks will be declared the Winner.

#### 22. MATCH UNFINISHED

- 22.1 In the event of any Match being unfinished owing to weather conditions or other causes over which neither competing Club has any control, the disbursement of receipts from the unfinished Match shall be made in accordance with the relevant Competition Rules which would have been applicable had the Match been completed.
- 22.2 When such unfinished Match is subsequently re-scheduled and played, the disbursement of receipts from that rescheduled Match shall be made in accordance with the relevant Competition Rules, subject to the discretionary provisions contained in Competition Rule 22.3 below.
- 22.3 The competing Clubs shall have discretion, subject to the Board's endorsement of the exercise of such discretion and notwithstanding the provisions for charges for admission stipulated elsewhere in these Competition Rules, to agree to charge those spectators who paid an admission charge in respect of the unfinished Match, a concessionary rate for entry to the re-scheduled Match.
- 22.4 In calculating the division of receipts in accordance with the relevant Rules, the following provisions shall apply:
  - 22.4.1 when a levy is payable to the Scottish FA, it shall be calculated from the gross receipts of the Match excluding concessionary admissions assuming that the concessionary admissions are on a no charge basis. If there is a concessionary charge for admission the concessionary charges shall be included in the gross receipts;
  - 22.4.2 when the Match is played at the ground of one of the competing Clubs, the deduction from receipts which the Home Club is entitled to make shall be calculated on the basis of the notional gross receipts of the match which will include the full corresponding charges for those spectators admitted on a concessionary basis;
  - 22.4.3 when the Match is played at a Neutral Ground, the rental payable to the Club on whose ground the Match is played shall be calculated on the basis of the notional

- gross receipts of the Match which shall include the full corresponding charges for those spectators admitted on a concessionary basis;
- 22.4.4 if the sums calculated under Competition Rules 22.4.1 or 22.4.2 cannot be met from the actual Match receipts, which shall include concessionary admissions if a concessionary charge for admission is made, the deficit shall be met equally by the competing Clubs; and
- 22.4.5 the disbursement of receipts from any Match which is unfinished due to circumstances other than as stated in Competition Rule 22.1 and from any subsequent re-scheduling of such Match, shall be determined by the Board.

#### 23. CONDITION OF GROUND

- 23.1 Each Home Club must take all reasonably practicable measures to ensure that its pitch is in a fit playing condition for a Match (and conforms to the specifications set out in these Competition Rules). In the event of doubt regarding the condition of the pitch, any competing Club shall immediately notify the Scottish FA to enable a referee to conduct a pitch inspection.
- 23.2 In addition, the Scottish FA has discretion to initiate a pitch inspection in respect of any Match to be played in the Competition. The inspection may be made at any time before the Match is to be played. If an inspection is made on the day of the Match, it shall be made as soon as reasonably practicable on the day of the Match and (where possible) not later than four hours before the time set for the kick-off, in order to advise the competing Clubs of the outcome of the pitch inspection accordingly.
- 23.3 The referee's decision shall be final on whether or not a Match should proceed. His fee and expenses shall be paid by the Scottish FA.
- 23.4 A pitch and/or Registered Ground which is deemed unfit for the purpose of a Match in the Competition shall not be used that same day for any other match.

#### 24. SUPPORTER CONDUCT AND DAMAGE TO A REGISTERED GROUND

- 24.1 Each Club is responsible for the behaviour of its Players, officials, Team Staff, Team Officials, members, supporters and any other person(s) acting on behalf of or associated with a Club ("Match Attendee") before, during and after such Match and whilst any Match Attendee is present ("the Relevant Period").
- 24.2 In the event that, during the Relevant Period, at any Match, any part of any Registered Ground or such other stadium in which a Match is played is damaged as a consequence of misbehaviour by a Match Attendee(s), then the Club which the Match Attendee(s) is either representing, belonging to and/or associated with, shall be, subject to Competition Rule 24.7, responsible for any costs arising in the reparation of same, including all costs and expenses incurred by the venue owner and/or operator of the Registered Ground or such other stadium in which a Match is played.
- 24.3 The Scottish FA shall have the power to require such reports as it may consider necessary in relation to such damage and the appropriate amount(s), if any, which should be paid and by which Club(s).
- 24.4 In respect of the Semi-Final Matches and the Final Match only, and subject to Competition Rule 24.7, all costs and expenses incurred by the venue operator at whose ground the relevant Semi-Final Match or the Final Match is being played, in repairing the damage caused to the Stadium or otherwise to reinstate the Stadium, shall be deducted from

- the financial proceeds of the Competition normally payable by the Scottish FA to the participating Club concerned (see Competition Rule 24.2 above) and paid to the venue operator at whose ground the relevant Semi-Final Match or the Final Match is being played.
- 24.5 In respect of the Semi-Final Matches and the Final Match only, each Club in breach of and/ or found liable under this Competition Rule 24 instructs and mandates the Scottish FA to pay the costs of any damage or repair, so determined, to the venue operator and/or owner of the Registered Ground or such other Stadium in which the relevant Match is played, together with any other costs due and payable under this Competition Rule 24, out of that Club's share in the financial proceeds of the Competition.
- 24.6 In respect of the Semi-Final Matches and the Final Match only, and subject to Competition Rule 24.7, in the event that the Club's share in the financial proceeds of the Competition as aforesaid is less than the aggregate amount of the costs referred to in this Competition Rule 24, the Club undertakes to indemnify the Scottish FA against, and to pay within 7 days of a written demand, an amount equal to the amount by which such aggregate amount exceeds the Club's share in the financial proceeds of the Competition as aforesaid.
- 24.7 In respect of each Match, the aggregate amount of any sums payable by a Club as a consequence of such misbehaviour by a Match Attendee(s) under and in terms of this Competition Rule 24 shall not exceed the sum of FIFTY THOUSAND POUNDS (£50,000) STERLING exclusive of VAT.
- 24.8 Under exception of any issue arising as regards Article 28 and Competition Rule 24.9, and without prejudice to the terms of Competition Rule 1.3, any dispute arising from the application of the terms of this Competition Rule 24 shall be resolved by arbitration in accordance with Article 99.
- 24.9 The provisions of this Competition Rule 24 are without prejudice to the terms of Article 28.

#### 25. DISAGREEMENT ON DATE OF MATCH

- 25.1 Subject to the remainder of the terms of this Competition Rule 25, in any case where the date of a Match is not specified within these Competition Rules and/or not decided upon by the Board, and the two competing Clubs are unable to reach agreement as to when the Match should be played or replayed, the Home Club for that Match shall decide when a Match is to be played.
- 25.2 In exceptional circumstances, where it can be demonstrated that the terms of Competition Rule 25.1 should not apply, the Board shall decide when a Match is to be played.

#### 26. REFUSAL OR FAILURE TO PLAY

- 26.1 All Clubs shall play in every Match in which they are scheduled to play.
- 26.2 No Club shall refuse or fail to play in a Match in which it is scheduled to play.
- 26.3 Notwithstanding the foregoing provisions of this Competition Rule 26, and without prejudice to any disciplinary proceedings before the Judicial Panel under and in terms of the Judicial Panel Protocol and/or any sanctions that may be imposed under the Judicial Panel Protocol in respect thereof, where a Club fails to play in a Match in which it is scheduled to play, the other Club drawn to play in the said Match shall automatically progress to the next Round of the Competition.

#### 27. CLUB WITHDRAWING FROM COMPETITION

- 27.1 Any Club intending to withdraw from the Competition must notify its intention to do so in writing to the Scottish FA, and the Club that it is scheduled to play in the next Match, not less than four days before the date the Match is scheduled for.
- 27.2 A Club may only withdraw from the Competition, or decline to enter the Competition when it is eligible to do so, with the prior written consent of the Board.
- 27.3 Where a Club which has been drawn to play in a Match withdraws from the Competition in accordance with this Competition Rule 27 prior to such Match being played, the other Club drawn to play in the said Match shall automatically progress to the next Round of the Competition.

#### 28. MINIMUM CHARGE FOR ADMISSION

- 28.1 All Home Clubs shall ensure that the minimum adult, non-concessionary admission charge for Matches in the Preliminary Round(s) (if applicable), Round One, Round Two and Round Three shall be £5.
- 28.2 All Home Clubs shall ensure that the minimum adult, non-concessionary admission charge for all other Matches, excluding the Semi-Final Matches and the Final Match, shall be £8 for all.
- 28.3 Subject to the terms of this Competition Rule 28, the charges for admission for Matches shall be agreed by the Clubs competing in that particular Match. If the competing Clubs are unable to agree, the charges which are normally made for the regular fixtures of the Home Club will apply.
- 28.4 Except as provided in Rule 28.5, a Club which is the Home Club for a Match is prohibited from charging higher admission prices to accommodation designated for supporters of the Away Club than for broadly comparable accommodation designated for use by supporters of the Home Club at the same Match.
- 28.5 The prohibition in Rule 28.4 does not apply to any: -
  - 28.5.1 element of discount in the admission price per Match integral in the price of a season ticket or season book for all of the Matches of the relevant Club for the complete season in which ground access is permitted by such season ticket or season book;
  - 28.5.2 concessionary admission prices for the relevant Match charged exclusively to persons who are senior citizens, children and/or disabled and who qualify as such; and
  - 28.5.3 concessionary admission prices for the relevant 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 Match falls.

#### 29. TICKETS FOR SALE

- 29.1 For any Match, excluding the Semi-Final Matches and the Final Match, to which admission is wholly or partly by ticket and/or by cash admission at the turnstiles, the Away Club shall have the right to claim admission for its supporters of up to 20% of the spectator capacity of the Registered Ground at which the Match is to be played.
- 29.2 In the case of Matches falling under the terms of Competition Rule 29.1, the Away Club's supporters shall be accommodated in an area of the ground which is agreed by both Clubs and the Police authorities after having taken cognisance of the Safety at Sports Ground Act, 1975, where appropriate. The exercise of such right shall be subject to the following conditions:
  - 29.2.1 the Away Club shall request their ticket allocation as soon as reasonably practicable following the date on which the Cup Draw for the Match is made;
  - 29.2.2 the Away Club shall be responsible for payment to the Home Club for all tickets delivered to the Away Club for sale to supporters of the Away Club;
  - 29.2.3 the Away Club shall ensure that any tickets which are not required, together with full remittance for the total allocation, irrespective of whether or not the full allocation has been sold by the Away Club, have been sent to the Home Club at least 24 hours before the Match is due to kick off:
  - 29.2.4 if any of the tickets which are so returned under the terms of Competition Rule 29.2.4 are subsequently sold by the Home Club, the amount recouped by the Home Club shall be paid by the Home Club to the Away Club as soon as reasonably practicable; and
  - 29.2.5 the tickets which are allocated to the Away Club, if numbered and for reserved positions, shall be equal in quality of position to those retained by the Home Club.

## 30. RESTRICTION ON MEMBERS, ETC., TICKETS

- 30.1 Except in the case of a Match which is played on a Neutral Ground and subject to the Away Club having an entitlement to claim admissions up to 20% of the permitted spectator capacity of the Home Club to accommodate its supporters, there is no restriction on the number of members, season ticket holders and complimentary ticket holders who may be admitted by the Home Club.
- 30.2 In calculating the gate drawings, the Home Club shall be entitled to exclude 100 season tickets and complimentary tickets actually issued and used from the calculation of the gate drawings. The Home Club shall be entitled to further exclude all season tickets and complimentary tickets actually issued and used up to a maximum of 10% of the remaining total attendance, subject to such a limit not exceeding 1,000 such persons. Tickets issued as part of a paid hospitality package may not be included in the total number of complimentary tickets.
- 30.3 Thereafter the Home Club shall include the corresponding charges for admission in respect of every season ticket holder and complimentary ticket holder in excess of such limit. The corresponding charges shall be those charges which are applicable to all other paying spectators admitted to the Match, relative to the area, or comparable area of the stadium to which a member, season ticket holder or complimentary ticket holder, in excess of the number of such persons allowed for the purpose of calculating the gate drawings, is admitted.

30.4 Except with the agreement of the competing Clubs, members' tickets, season tickets and complimentary tickets issued by the Home Club shall not be included for the purposes of Competition Rules 30.1 to 30.3, inclusive, when a Match is played on a Neutral Ground.

#### 31. COMPLIMENTARY TICKETS

- 31.1 The Home Club shall provide to the Away Club up to a maximum of ten complimentary tickets for the Home Club's director's seating area. These tickets shall give access to reserved seats.
- 31.2 In addition to the tickets provided for in Competition Rule 31.1, it shall be open for the Home Club and the Away Club to determine, between them, the number of further complimentary tickets to be given by the Home Club to the Away Club.
- 31.3 The particular accreditation necessary for Players, officials, Team Staff, Team Officials and any other staff to permit entry to the dressing room area within a Registered Ground and other designated areas, shall be agreed between the Home Club and the Away Club, and f ailing which shall be determined by the Scottish FA.

#### 32. TRAVEL – FINANCIAL ASSISTANCE AND GUARANTEE

- 32.1 The Scottish FA will, as a measure of financial assistance, provide a payment to each Away Club in the Preliminary Round(s) (if applicable), Round One and Round Two, (except those which are played at a Neutral Ground) which requires travel from a Club's Registered Ground to the Registered Ground at which the Match is being played of a distance of more than 50 miles to play a Match. In such event, and subject to the submission of an original travel invoice, the Scottish FA will contribute up to a maximum of £600 to such Club.
- 32.2 In all other Matches from Round Three onwards (except those which are played on a Neutral Ground) the Home Club shall give a financial guarantee to the Away Club, of up to a maximum of £600.
- 32.3 Subject to the receipts being sufficient, when a match is played on a Neutral Ground, both competing Clubs shall be guaranteed reimbursement of travel expenditure incurred, up to a maximum of £600 as provided in Competition Rule 32.1.

#### 33. DIVISION OF RECEIPTS AND PAYMENT OF EXPENSES

- 33.1 Subject, in every case, to the terms of Competition Rule 32, except when a Match is played on a Neutral Ground, the monies received from all admission charges to a Match in the Preliminary Round(s) (if applicable), Round One and Round Two, shall be divided equally between the Clubs after deduction of 20% from the gross receipts by the Home Club. In respect of Round Three the following will apply:
  - 33.1.1 the Home Club shall be entitled to make a deduction of 20% from the gross receipts;
  - 33.1.2 when half of the receipts remaining exceed the guarantee, the said receipts shall be divided, equally, between the Clubs;
  - 33.1.3 when half of the receipts remaining do not exceed the guarantee, the Away Club shall only receive the guarantee; and
  - 33.1.4 the Home Club shall be responsible for payment of the Match expenses.

33.2 When a Match in the Preliminary Round(s) (if applicable), Round One, Round Two and Round Three is played on a Neutral Ground, the Club on whose Registered Ground the Match is played shall be paid a rental of 20% of the monies received from all admission charges to the Match.

Subject to the foregoing, the balance of the receipts shall be divided between the two competing Clubs as follows:

- 33.2.1 when the balance is sufficient, each competing Club shall be entitled to reimbursement of expenditure on travel, in terms of Competition Rule 32;
- 33.2.2 when the balance is insufficient, the sum available shall be divided between them, in proportion to their expenditure on travel; and
- 33.2.3 any surplus remaining after payment of travel expenses, shall be divided, equally, between them. The competing Clubs shall be responsible, jointly, for payment of the Match expenses.
- 33.3 Except when a Match is played on a Neutral Ground, the monies received from all admission charges to a Match in any Round other than the Preliminary Round(s) (if applicable), Round One, Round Two, Round Three, the Semi-Final Matches and the Final Match, shall be divided as follows:
  - 33.3.1 the Home Club shall be responsible for paying a levy of 5% of the monies received from all admission charges to the Match to the Scottish FA within three days of the date on which the Match is played;
  - 33.3.2 subject to Competition Rule 33.3.6, in the event that VAR and/or GLT is/are used in the Match, the Home Club shall be responsible for paying the VAR Costs and/or the GLT Costs (as the case may be) to the Scottish FA (or as the Scottish FA shall direct) from all admission charges to the Match within three days of the date on which the Match is played, provided that if the admission charges to the Match are insufficient to pay the levy, the VAR Costs and the GLT Costs, the competing Clubs shall be responsible, jointly, for paying any shortfall in the VAR Costs and the GLT Costs to the Scottish FA within three days of the date on which the Match is played;
  - 33.3.3 subject to the sums referred to in Competition Rules 33.3.1 and 33.3.2 having been paid, the Home Club shall be entitled to make a deduction of 20% from the gross receipts;
  - 33.3.4 when, after payment of the levy, the VAR Costs (if any), the GLT Costs (if any) and of the deduction foresaid, half of the remainder of the receipts exceeds the guarantee, the said remainder of the receipts shall be divided, equally, between the two competing Clubs;
  - 33.3.5 when, after payment of the levy, the VAR Costs (if any), the GLT Costs (if any) and of the deduction foresaid, half of the said remainder of the receipts does not exceed the guarantee, the Away Club shall only receive the guarantee;
  - 33.3.6 notwithstanding Competition Rules 33.3.2 and 33.3.7, where VAR and/or GLT is/are used in the Matches because one of the competing Clubs has agreed to pay the VAR Costs and/or the GLT Costs (as the case may be) pursuant to Competition Rules 17.4.2(b)(ii) and/or 17.5.2(b)(ii), such Club shall be responsible for payment of the VAR Cost and/or the GLT Costs (as the case may be) to the Scottish FA (or as the Scottish FA shall direct) within three days of the date on which the Match is played; and

- 33.3.7 the Home Club shall be responsible for payment of the Match expenses (other than the VAR Costs and the GLT Costs, if any, to the extent they have been paid in accordance with Competition Rule Rules 33.3.2 and/or 33.3.6).
- 33.4 When a Match in any Round other than the Preliminary Round(s) (if applicable), Round One, Round Two, Round Three, the Semi-Final Matches and the Final Match is played on a Neutral Ground:
  - 33.4.1 the competing Clubs shall be responsible, jointly, for paying a levy of 5% of the monies received from all admission charges to the Match to the Scottish FA within three days of the date on which the Match is played;
  - 33.4.2 subject to Competition Rule 33.4.7, in the event that VAR and/or GLT is/are used in the Match, the competing Clubs shall be responsible, jointly, for paying the VAR Costs and/or the GLT Costs (as the case may be) to the Scottish FA (or as the Scottish FA shall direct) from all admission charges to the Match within three days of the date on which the Match is played, provided that if the admission charges to the Match are insufficient to pay the levy, the VAR Costs and the GLT Costs, the competing Clubs shall be responsible, jointly, for paying any shortfall in the VAR Costs and the GLT Costs to the Scottish FA within three days of the date on which the Match is played;
  - 33.4.3 after payment of the levy, the VAR Costs (if any) and the GLT Costs (if any) foresaid, the Club on whose Registered Ground the Match is played shall be paid a rental of 20% of the balance of the monies received from all admission charges to the Match;
  - 33.4.4 when the balance is sufficient, each competing Club shall be entitled to reimbursement of expenditure on travel, in terms of Competition Rule 32;
  - 33.4.5 when the balance is insufficient, the sum available shall be divided between them, in proportion to their expenditure on travel;
  - 33.4.6 any surplus remaining after payment of travel expenses, shall be divided, equally, between them;
  - 33.4.7 notwithstanding Competition Rules 33.4.2. and 33.4.8, where VAR and/or GLT is/ are used in the Match because one of the competing Clubs has agreed to pay the VAR Costs and/or the GLT Costs (as the case may be) pursuant to Competition Rules 17.4.2(b)(ii) and/or 17.5.2(b)(ii), such Club shall be responsible for payment of the VAR Costs and/or the GLT Costs (as the case may be) to the Scottish FA (or as the Scottish FA shall direct) within three days of the date on which the Match is played; and
  - 33.4.8 the competing Clubs shall be responsible, jointly, for payment of the Match expenses (other than the VAR Costs and the GLT Costs, if any, to the extent they have been paid in accordance with Competition Rules 33.4.2 and/or 33.4.7).
- 33.5 The Home Club shall provide a written statement of the share of the gate receipts, or the guarantee, ideally, on the day of the Match but in any event not later than 5pm on the immediately following Working Day, and shall pay the appropriate amount within five Working Days of the Match date.
- 33.6 Competition levies taken by the Scottish FA in the Fourth, Fifth and Sixth Rounds shall be retained by the Scottish FA and applied in such manner as it sees fit from time to time.
- 33.7 In respect of the Semi-Final Matches:

- 33.7.1 the receipts from the Semi-Final Matches shall be pooled and shall be deemed to include monies received from all admission charges to the Matches;
- 33.7.2 the Scottish FA shall retain 10% of the balance, after payment of the expenses of the two Matches (including the VAR Costs and the GLT Costs, if any) and the Clubs' guarantees; and
- 33.7.3 the remainder, after payment of the rental for the use of a ground or grounds, the scale of which shall be determined by the Board, shall be divided, equally, among the four competing Clubs.
- 33.8 In respect of the Final Match:
  - 33.8.1 the receipts from the Final Match shall be calculated in the manner defined in Competition Rule 33.7 foresaid mutatis mutandis; and
  - 33.8.2 the Scottish FA shall retain 10% of the balance, after payment of the expenses of the Match (including the VAR Costs and the GLT Costs, if any) and the Clubs' guarantees. The remainder, after payment of the rental for the use of the ground, the scale of which shall be determined by the Board, shall be divided, equally, between the competing Clubs.

#### 34. AWARDS TO PLAYER. OFFICIALS AND MATCH OFFICIALS

The Scottish FA shall present a medal or a souvenir in such forms as the Board may decide to the Players appearing on the Official Team Line of the Clubs that participated in the Final Match, the Manager or Head Coach of both such Clubs and to the Match Officials who officiated in the Final Match.

#### 35. ALTERATIONS AND ADDITIONS TO RULES

- 35.1 Notwithstanding the terms of Competition Rule 35.2, the Board shall have the power to temporarily suspend, amend or add to these Competition Rules as circumstances may dictate from time to time, as it deems appropriate in its reasonable discretion, to facilitate the smooth running of the Competition, or in order to ensure that the Scottish FA is capable of meeting the commitments made by it under the terms of its television, sponsorship and other commercial contracts.
- 35.2 Subject to the terms of Competition Rule 35.1, alterations or additions may only be made at an Annual General Meeting. Notwithstanding the foregoing terms, the Board will be permitted to propose alterations or additions to these Competition Rules at a General Meeting to be held at a time and place as determined by the Board at its sole discretion or in a written resolution of those full members entitled to appoint a representative to attend a general meeting pursuant to the Articles.
- 35.3 Notice of any proposed alteration or addition for consideration at the ensuing Annual General Meeting of the Scottish FA, shall be submitted in writing to be received not later than 28 February in the year of the Annual General Meeting of the Scottish FA at which such proposed alteration or addition is to be considered.

# RULES OF THE WOMEN'S SCOTTISH FOOTBALL ASSOCIATION CHALLENGE CUP COMPETITION

# **PRELIMINARY PROVISIONS**

# 1. OPERATIVE PROVISIONS

- 1.1 Clubs, Players, officials, Team Staff, Team Officials and other persons participating in any way in the Competition shall be bound by and comply with these Competition Rules (and any rules and regulations made pursuant to these Competition Rules).
- 1.2 Clubs, Players, officials, Team Staff, Team Officials and other persons participating in any way in the Competition shall only have such rights in relation to the Competition (and any Match) as are expressly granted to them under and in terms of these Competition Rules or by the Scottish FA, in writing.
- 1.3 Any Club, Player, official, member of Team Staff, Team Official or other person participating in any way in the Competition which or who breaches, infringes or fails and/or refuses to comply with any of these Competition Rules, may be:
  - 1.3.1 referred to the Compliance Officer for investigation; and/or
  - 1.3.2 the subject of disciplinary proceedings before the Judicial Panel under and in terms of the Judicial Panel Protocol; and/or
  - 1.3.3 liable to sanctions as provided for in the Judicial Panel Protocol.

#### 2. INTERPRETATION

2.1 In these Competition Rules, unless expressly provided otherwise:

Anti-Doping Regulations	shall have the meaning given to it in Article 1.1;
Approval Period	shall have the meaning given to it in Competition Rule 12.8;
Articles	means the Articles of Association of the Scottish FA, as adopted or amended from time to time;
Association Football	shall have the meaning given to it in Article 1.1;
Away Club	means the Club selected second in each Match at the relevant Cup Draw, irrespective of whether the Match is played at a Neutral Ground;
Board	shall have the meaning given to it in Article 1.1;
Club	shall have the meaning given to the term "club" in Article 1.1;
Club Licensing Procedures	shall have the meaning given to it in Article 1.1;
Commercial Rights	shall have the meaning given to it in Competition Rule 7.1;
Commercial Statement	shall have the meaning given to it in Competition Rule 7.2;

Competition	shall have the meaning given to it in Competition Rule 3.1;
Competition Rules	means these rules of the Competition (as amended from time to time) and "Competition Rule" shall be construed accordingly;
Compliance Officer	means the Compliance Officer from time to time provided for in terms of the Judicial Panel Protocol;
Concussion Substitute	means a Player who is permanently substituted at any point during a Match after a concussion occurs or is suspected to have occurred after an on-field assessment and/or after an off-field assessment or 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);
Cup Draw	means the procedure by which it is determined which Clubs will play against each other in each Round of the Competition;
Disciplinary Procedures	shall have the meaning given to it in Article 1.1;
Disciplinary Rules	means the rules and sanctions more particularly described at Annex A of the Judicial Panel Protocol and as amended from time to time;
Fielded Substitutes	shall have the meaning given to it in Competition Rule 13.1;
FIFA	shall have the meaning given to it in Article 1.1;
Final Match	means the Final Match played in the Competition each Season;
GLT	shall have the meaning given to it in Competition Rule 17.5;
GLT Costs	means the costs specified by the Scottish FA and communicated to Clubs from time to time for the use of GLT in a Match;
Highlands & Islands League	means the combination of association football clubs known as the Highlands & Islands League, operating under and administered and managed by Scottish Women's Football;
Home Club	means the Club selected first in each Match at the relevant Cup Draw, irrespective of whether the Match is played at a Neutral Ground;
IFAB	shall have the meaning given to it in Article 1.1;
Judicial Panel	shall have the meaning given to it in Article 1.1;
Judicial Panel Protocol	shall have the meaning given to it in Article 1.1;
Laws of the Game	shall have the meaning given to it in Article 1.1;
Match	means a football match played in the Competition;
Match Attendee	shall have the meaning given to it in Competition Rule 24.1;
Match Official	shall have the meaning given to the term "match official" in Article 1.1;
Neutral Ground	means a Registered Ground which is not the Registered Ground of one of the Clubs competing in the Match but shall exclude the Stadium or any other stadium where the Semi-Final Matches or the Final Match is played or to be played;
Nominated Substitutes	shall have the meaning given to it in Competition Rule 13.1;
official	shall have the meaning given to it in Article 1.1;
Official Return	shall have the meaning given to it in Article 1.1;
Official Team Line	shall have the meaning given to it in Competition Rule 14.1;
Parent Club	shall have the meaning given to it in the Registration Procedures;
Player	shall have the meaning given to the term "player" in Article 1.1;

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referee	shall have the meaning given to it in Article 1.1;
Registered Ground	means the sports ground of which a Club competing in the Competition has sole use, or shared use approved by the Scottish Women's Premier League or Scottish Women's Football (as the case may be), and such member must be in a position to establish security of tenure for the ground and to play matches as and whenever required, all as notified to the Scottish Women's Premier League or Scottish Women's Football (as the case may be) pursuant to their respective rules and regulations;
Registration Procedures	shall have the meaning given to it in Article 1.1;
Relevant Period	shall have the meaning given to it in Competition Rule 24.1;
Round	means a Round of Matches in the Competition and reference to "Round [number]" shall be a reference to the relevant Round of the Competition;
Scottish FA	shall have the meaning given to it in Article 1.1;
Scottish FA Comet	means the football management system known as "Scottish FA Comet" used by the Scottish FA;
Scottish Women's Football	means Scottish Women's Football, a company incorporated under the Companies Act 2006 (Registered No. SC218318) and having its registered office at Hampden Park, Glasgow G42 9DF, and any successor thereto from time to time;
Scottish Women's Football League	means the combination of association football clubs known as the Scottish Women's Football League, operating under and administered and managed by Scottish Women's Football;
Scottish Women's Premier League	shall have the meaning given to it in Article 1.1;
Season	shall have the meaning given to it in Article 1.1;
Semi-Final Match	means a Semi-Final Match played in the Competition;
Stadium	means any stadium where the Semi-Final Matches and/or the Final Match will be or is played;
Starting Players	shall have the meaning given to it in Competition Rule 13.1;
Team Official	shall have the meaning given to it in Article 1.1;
Team Staff	shall have the meaning given to it in Article 1.1;
VAR	shall have the meaning given to it in Competition Rule 17.4;
VAR Costs	means the costs specified by the Scottish FA and communicated to Clubs from time to time for the use of VAR in a Match, including the fees and expenses of the video assistant referee, assistant video assistant referee and replay operator;
Winner	means the winner of the Final Match;
Women's Scottish Cup Trophy	means the trophy to be presented to the Winner of the Competition; and
Working Day	shall have the meaning given to the term "working day" in Article 1.1.

- 2.2 Unless otherwise defined in Competition Rule 2.1, words or expressions contained in these Competition Rules shall bear the same meaning as in the Articles and/or the Judicial Panel Protocol.
- 2.3 Unless the context otherwise requires, words importing the singular only shall include the plural and vice versa and words importing any gender shall include all genders.

- 2.4 Headings are inserted for convenience only and shall not affect the construction of these Competition Rules.
- 2.5 All references to a ground shall mean a Registered Ground, unless otherwise specified, within the context of these Competition Rules.
- 2.6 References in these Competition Rules to an "Article" shall be to the relevant Article of the Articles.

# **COMPETITION RULES**

#### 3. NAME AND OWNERSHIP OF THE COMPETITION

- 3.1 The Competition shall be called the Women's Scottish Football Association Challenge Cup (or such other name as the Board shall determine from time to time in its sole discretion), herein referred to as "the Competition".
- 3.2 The ownership, organisation, control and management of the Competition and any and all rights and properties associated with it, of any nature, shall be vested wholly, exclusively and at all times in the Scottish FA.

# 4. NAME, OWNERSHIP, PRESENTATION AND RETURN OF THE WOMEN'S SCOTTISH CUP TROPHY

- 4.1 The Women's Scottish Cup Trophy shall be presented to the Winner.
- 4.2 The ownership of the Women's Scottish Cup Trophy and any and all rights and properties associated with it, of any nature, shall be vested wholly, exclusively and at all times in the Scottish FA.
- 4.3 The Winner shall return the Women's Scottish Cup Trophy to the Scottish FA at its request, for such time and purpose as the Scottish FA may determine, and, in any event, prior to 31 March in the year following its winning of the Competition.
- 4.4 Should the Women's Scottish Cup Trophy be lost, destroyed or damaged in any manner whatsoever whilst under the care and/or custody of the Winner, the Winner shall refund to the Scottish FA the amount of its current value on a full replacement basis or, if capable of repair, the cost of thorough repair, and shall indemnify the Scottish FA against all loss, cost and expense incurred by it in relation to or connected with such loss, destruction and/or damage.
- 4.5 The period of care and/or custody of the Women's Scottish Cup Trophy by the Winner shall be deemed to be from the moment of presentation or other delivery of the Women's Scottish Cup Trophy to the Winner until the date of actual physical return of the Women's Scottish Cup Trophy to the Scottish FA. During such period the Winner is solely and exclusively liable for any loss, destruction of or damage to the Women's Scottish Cup Trophy.
- 4.6 During any period that the Winner is in possession of the Women's Scottish Cup Trophy it shall insure it against loss, destruction and/or damage and shall ensure that the interest of the Scottish FA is endorsed on such policy of insurance.

#### 5. COMMENCEMENT AND AIMS OF THE COMPETITION

.1 The Competition shall be played annually and in accordance with the Laws of the Game.

- 5.2 The Competition shall commence on a date to be determined in each Season by the Board.
- 5.3 The aim of the Competition is to promote, foster, and develop the game of Association Football.
- 5.4 The Scottish FA shall take all such steps as may be deemed necessary or advisable for preventing infringements of the Laws of the Game, these Competition Rules, such other rules and regulations of the Scottish FA as may be applicable from time to time, any other improper methods or practices in the game, and to ensure that the game of Association Football is protected from any other abuses.
- All Clubs, Players, officials, Team Staff, Team Officials and other persons participating in any way in the Competition agree to be subject to, bound by and to comply with the Articles, the Registration Procedures, the Judicial Panel Protocol, these Competition Rules and the Anti-Doping Regulations, all as adopted and amended from time to time. For this purpose, the Articles and these Competition Rules will be deemed to include all rules, regulations, protocols, directions and decisions made pursuant to them which relate to the Competition. The Board shall be entitled to make it a condition of competing in the Competition in any Season that the Scottish Women's Premier League, Scottish Women's Football and/or the Clubs otherwise eligible to compete in the Competition in such Season must first complete and return a document in such form as is prescribed by the Board from time to time agreeing to be bound by and to comply with the documents referred to in this Competition Rule 5.5.

#### 6. ELIGIBLE CLUBS

- 6.1 All Clubs which, in the current Season, are members of the Scottish Women's Premier League, the Scottish Women's Football Championship or the Scottish Women's Football League One shall compete in the Competition in such Season in accordance with Article 33.2, subject to any sanction imposed on any such Club which would otherwise prevent it from so competing.
- 6.2 In addition to those Clubs eligible to compete in the Competition in terms of Competition Rule 6.1:
  - 6.2.1 all Clubs which, in the current Season, are members of the Scottish Women's Football League or the Highlands & Islands League shall be eligible to compete in the Competition in such Season; and
  - 6.2.2 the Board shall be entitled to invite such other Clubs as it deems appropriate (in its sole discretion) to compete in the Competition in any Season.
- 6.3 Prior to the commencement of the Competition in each Season (and by such date as the Board shall, in its sole discretion, determine):
  - 6.3.1 each Club which is a member of the Scottish Women's Premier League, the Scottish Women's Football Championship or the Scottish Women's Football League One in such Season shall provide the Scottish FA with written notification of:
    - (a) the name of its Registered Ground; and
    - (b) the details of the colours of the shirts, shorts and socks of its first, second and (if applicable) third choice playing kits approved by the Scottish Women's Premier League or Scottish Women's Football (as the case may be); and

- 6.3.2 each Club which is a member of the Scottish Women's Football League or the Highlands & Islands League in such Season and each Club which is invited by the Board to compete in the Competition in such Season shall provide the Scottish FA with written notification of:
  - (a) its intention (or otherwise) to compete in the Competition in such Season;
  - (b) the name of its Registered Ground; and
  - (c) the details of the colours of the shirts, shorts and socks of its first, second and (if applicable) third choice playing kits of such Club approved by Scottish Women's Football or its regulatory body (as the case may be).
- 6.4 A Club which operates more than one team in the Scottish Women's Premier League, the Scottish Women's Football Championship, the Scottish Women's Football League One, the Scottish Women's Football League and/or the Highlands & Islands League is not permitted to be represented by more than one team in the Competition. In any case where a Club so operates more than one team, the team which represents such Club in the highest division of the leagues referred to in this Competition Rule 6.4 shall represent such Club in the relevant Season and all other teams shall not be entitled to compete in the Competition in such Season, notwithstanding any other Competition Rule.

#### 7. SPONSORSHIP AND BROADCASTING MATTERS

- 7.1 The Scottish FA, in accordance with the Articles, may enter into contracts with commercial sponsors and broadcasters and grant certain rights as the Scottish FA may in its discretion determine ("the Commercial Rights") to such parties in relation to the Women's Scottish Cup Trophy and the Competition.
- 7.2 The Scottish FA will, at its sole discretion, determine whether (and at what stage of the Competition) to intimate in writing to all Clubs participating in the Competition in a particular Season, the terms of the Commercial Rights which apply to such Clubs in respect of such Season ("the Commercial Statement"). Any such Commercial Statement will constitute a definitive description of the Commercial Rights.
- 7.3 All Clubs, Players, officials, Team Staff, Team Officials and other persons participating in any way in the Competition agree to be bound by and comply with any Commercial Statement which is intimated to the Clubs pursuant to Competition Rule 7.2.
- 7.4 All Clubs, Players, officials, Team Staff, Team Officials and other persons participating in any way in the Competition undertake to provide any and all rights, facilities, properties and services as may be necessary for the Scottish FA to comply with and discharge the Commercial Rights.
- 7.5 Without prejudice to any other provision in this Competition Rule 7, all intellectual property rights and broadcast rights in respect of the Competition shall be the sole property of and shall vest in the Scottish FA. Notwithstanding the foregoing, any Club may request consent from the Scottish FA to stream any Match in which it is participating, which the Scottish FA may grant on such conditions as it sees fit (in its sole discretion) or may withhold in its sole discretion and without giving any reason therefor.

## 8. FORMAT

The format and structure of the Competition in each Season, including the number of Rounds and the Clubs (if any) that shall be exempt from playing in any Round(s), shall

be determined by the Board in its sole discretion and shall be notified to those Clubs which are participating in the Competition in advance of the Competition starting in such Season.

# 9. CUP DRAWS FOR MATCHES IN THE COMPETITION

- 9.1 The Cup Draw for the Preliminary Round(s), if applicable, shall be so arranged that a combination of ties and byes will produce the required number of Clubs to compete in Round One. The names of the Clubs shall be placed in a lot and drawn in couples at a time, until the requisite number of ties are drawn.
- 9.2 For Round One and subsequent rounds, the names of the Clubs shall be placed in a lot and drawn in couples at a time. The Clubs in each couple shall compete, and the names of the winning Clubs in each Match shall be placed in a lot and drawn in couples at a time, and so on, until two Clubs are left to compete in the Final Match.
- 9.3 In the event that:
  - 9.3.1 a Club which is eligible to participate in a Cup Draw is ejected from the Competition pursuant to a sanction imposed by the Judicial Panel prior to such Cup Draw taking place, such Club shall be replaced in the said Cup Draw by the Club which it played in the immediately preceding Round or, if any Club which is so ejected from the Competition has not already played a Match in the Competition in the relevant Season, the Cup Draw will simply proceed without such Club's involvement; or
  - 9.3.2 a Club which is drawn to play in a Match in a Round is ejected from the Competition pursuant to a sanction imposed by the Judicial Panel prior to such Match taking place, such Club shall be replaced in the said Match by the Club which it played in the immediately preceding Round or, if any Club which is so ejected from the Competition has not already played a Match in the Competition in the relevant Season, the Club which it has been drawn to play will receive a bye into the next Round.
- 9.4 Any Club eligible to participate in a Round but which is not drawn in the Cup Draw for that Round will receive a bye into the next Round. Clubs receiving a bye are not considered to have participated in that particular Round (and will not be eligible to participate in any financial distribution relating to it).
- 9.5 After each Cup Draw, the Scottish FA will inform each Club of the name of the Club against which it is drawn, whether it has been drawn as the Home Club or the Away Club in the tie and the date and time when the Match will be played. Subject to the terms of Competition Rule 9.6, the Board shall decide the date and the hour of kick-off of each Match.
- 9.6 Subject to the agreement of the Board, and if acceptable to both Clubs and the Scottish FA, the two Clubs in a particular Match may agree to a different kick-off time and/or date for such Match than that notified by the Board provided always that such proposed change is notified to the Scottish FA as soon as reasonably practicable after the relevant Cup Draw is made and that, having regard to any Commercial Rights, police wishes and criteria, the Scottish FA does not determine that the Match must take place at a date and time fixed by the Board.

#### 10. GROUNDS FOR MATCHES

10.1 Subject to Competition Rule 10.3, and save for the Semi-Final Matches and the Final Match, a Match shall be played at the Registered Ground of the Home Club.

- 10.2 The venues and all other arrangements for the Semi-Final Matches and the Final Match shall be determined by the Board.
- 10.3 A Home Club shall notify the Board in the event that it considers that its Registered Ground is unsuitable, for whatever reason, for the playing of a Match. The Board may, itself, determine that a Home Club's Registered Ground is unsuitable, for whatever reason, for the playing of a Match. The Board has complete and sole authority to make such a determination either on its own motion or consequentially upon notification from a Club. In making a determination as to suitability of a Registered Ground for the playing of a Match, the Board may have regard to the criteria in Competition Rule 11 but it may also have regard to any other factor(s) it considers relevant. In the event that the Board makes a determination that a Registered Ground is unsuitable for the playing of a Match, then the Match in question shall be played at such alternative Registered Ground as is determined by the Board. In such circumstances the Clubs drawn to play in that Match shall, for all other purposes, retain their respective statuses of Home Club and Away Club as originally drawn.
- 10.4 If more than one Club from the same city or town or with the same Registered Ground is drawn to play at home in the same Round and it is deemed, for whatever reason, that their Matches cannot be played on the same day or at the same kick-off time then the Board shall determine when each such Match shall be played and the relevant Clubs will be bound by such determination.

#### 11. REGISTERED GROUND CRITERIA

The Registered Ground of a Club participating in the Competition must:

- 11.1 have a suitable barrier or similar to keep spectators from gaining entry to the ground without payment;
- 11.2 have the following facilities inside the ground and closely adjacent to the playing field:
  - 11.2.1 separate changing, showering and toilet facilities accommodation for home and visiting teams; and
  - 11.2.2 separate changing, showering and toilet facilities accommodation for Match Officials:
- 11.3 comply with prevailing Health and Safety regulations, and, where applicable, have relevant certification issued by the local authority;
- 11.4 have appropriate facilities to provide refreshments for visiting players and Match Officials;
- 11.5 have adequate car parking provision for players and Match Officials;
- 11.6 have technical areas on the same side of the field of play marked by lines or other markers, each capable of holding up to fifteen persons; and
- 11.7 have adequate toilet and catering facilities for spectators,

save to the extent that the Board consents to an application by any Club for exemption from any (or all) of the foregoing criteria.

#### 12. ELIGIBILITY OF PLAYERS

- 12.1 For a Player to be eligible to play for a Club in a Match, she must (i) be registered with the Scottish FA, the Scottish Women's Premier League or Scottish Women's Football (as the case may be) for the Club for which she intends to play and (ii) be included on the Official Team Line of that Club for the Match concerned in compliance with these Competition Rules.
- 12.2 Subject to the terms of Competition Rule 12.6, a Player may not be listed on the Official Team Line of a Club (either as a Starting Player or a Nominated Substitute) for a Match without having been registered at least 24 hours prior to such Match with the Scottish FA, the Scottish Women's Premier League or Scottish Women's Football (as the case may be), for the Club for which she is to be named on the Official Team Line.
- 12.3 A Player who is registered with Scottish Women's Football to Play in Youth and/or Development matches organised by Scottish Women's Football:
  - 12.3.1 for a Club which also participates in the Scottish Women's Premier League; or
  - 12.3.2 for a Club in "Club Membership" of Scottish Women's Football pursuant to an agreement between such Club and a Club which participates in the Scottish Women's Premier League,

shall be deemed to be registered with the Scottish Women's Premier League for the relevant Scottish Women's Premier League Club for the purposes of Competition Rule 12.1 and Competition Rule 12.2.

- 12.4 During the term of a temporary transfer the Player concerned shall not be eligible to play in the Competition against her Parent Club.
- 12.5 Each Club is responsible for ensuring that all of its Players who are listed on the Official Team Line (either as a Starting Player or a Nominated Substitute) for a Match are eligible to do so pursuant to the Registration Procedures, the Disciplinary Procedures and Competition Rule 13.4.
- 12.6 When a Match which is postponed, drawn or abandoned is played or replayed, only those Players who were eligible, by means of their registration, to be listed on the Official Team Line for a Club at the date fixed for originally playing the Match are eligible to be listed on the Official Team Line for that Club for the rescheduled Match, together with any recognised goalkeeper who is registered with such Club at the date of the rescheduled Match pursuant to an emergency temporary transfer which has been approved by the Board under Competition Rule 12.8 or otherwise approved by the relevant regulatory body, notwithstanding that such recognised goalkeeper was not eligible, by means of her registration, to be listed on the Official Team Line for the relevant Club at the date fixed for originally playing the Match.
- 12.7 A Player must be aged 15 years or more to be eligible to play for a Club in a Match.
- 12.8 The Board may on cause shown, at any time, on such conditions and for a period of not more than seven days ("the Approval Period"), approve the emergency temporary transfer of a recognised goalkeeper only where the only football match to be played by the Club requesting such approval during the Approval Period is in the Competition.
- 12.9 Except in the case of a Player whose customary position is that of goalkeeper, for a Player to be eligible to participate (either as a Starting Player or a Nominated Substitute) in the

Final Match in a Season, she must have been eligible, by means of her registration, to participate (either as a Starting Player or a Nominated Substitute) in the Semi-Final Match for that Season, for the Club for which she intends to play in the Final Match.

12.10 The Scottish FA may permit a Club to list a goalkeeper in the Official Team Line in the Final Match in a Season who was not registered for such Club in the relevant Semi-Final Match for that Season. In these circumstances, such goalkeeper shall not play in any other position for such Club in the Final Match.

# 13. NUMBER OF PLAYERS AND SUBSTITUTES

- 13.1 Subject to the provisions of Competition Rules 14.8, 14.9 and 14.10, a Club shall list on its Official Team Line eleven Players ("the Starting Players") who will start the Match and up to a maximum of nine substitutes ("the Nominated Substitutes"). Of those Nominated Substitutes, not more than five may play in the Match ("the Fielded Substitutes") subject to the terms of Competition Rule 13.2. Each Club will have a maximum of three substitution opportunities in respect of their Fielded Substitutes, subject to the following provisions:
  - 13.1.1 where both Clubs make a substitution at the same time, this will count as a used substitution opportunity for both teams;
  - 13.1.2 multiple substitutions by a Club during the same stoppage in play count as one used substitution opportunity);
  - 13.1.3 Clubs may make substitutions at half-time of a Match, which will not count as one of their three substitution opportunities in such Match;
  - 13.1.4 making a Concussion Substitution will not count as one of a Club's three substitution opportunities in a Match, save where the Club also makes a "normal" substitution at the same time as the Concussion Substitution, in which case it will count as one of their three substitution opportunities in such Match:
  - 13.1.5 once a Club has used all three of its substitution opportunities in a Match, it cannot use a Concussion Substitution to make a "normal" substitution; and
  - 13.1.6 where a Club makes a Concussion Substitution, the opposing Club may choose to make an "additional" substitution in accordance with Competition Rule 13.2 and receives an "additional" substitution opportunity to do so. Such "additional" substitution opportunity can be used only for the "additional" substitution and not for a "normal" substitution. Any "normal" substitution made at the same time as the "additional" substitution would count as one of the Club's three substitution opportunities in such Match.

A Club may at its discretion use one additional substitute player, a sixth in total from the nine Nominated Substitutes, during any period of extra time in the Match. In such instances, the sixth substitute shall also be considered a Fielded Substitute. If a Club has not used the maximum number of Fielded Substitutes and/or substitution opportunities before any period of extra time in the Match, any unused Fielded Substitutes and substitution opportunities may be used in extra time. Each Club will have one additional substitution opportunity in extra time. Substitutions may also be made in the period between full time and the start of extra time, and at half time in extra time – these do not count as used substitution opportunities.

13.2 In addition to the number of Fielded Substitutes permitted in a Match under Competition Rule 13.1, each Club may use one additional substitute player from its Nominated

Substitutes as a Concussion Substitute in a Match. In the event that a Concussion Substitute is used, the opposing Club may make an additional substitute at the same time or any time thereafter (except as provided otherwise in the Laws of the Game). In such instances, the Concussion Substitute and, where applicable, the additional substitute shall also be considered as a Fielded Substitute and the Player who is replaced by the Concussion Substitute is not permitted to take any further part in the Match (including kicks from the penalty mark).

- 13.3 A Starting Player or Fielded Substitute who has been substituted is not permitted to take any further part in the Match.
- 13.4 A Club must include a minimum of one Player whose designated position is that of goalkeeper, who must be named as a Starting Player, in its Official Team Line. Such Player shall be so designated by adding "GK" after her name on the Official Team Line. Subject to Competition Rule 12.10, a Nominated Substitute who is designated as a goalkeeper may nonetheless play in the relevant Match for her Club in any other position.
- 13.5 A Player shall not play for more than one Club in the Competition (either as a Starting Player or a Fielded Substitute) in the same Season.
- 13.6 A Club may not list in their Official Team Line, either as a Starting Player or as a Nominated Substitute, any Player who, in the same Season, has already played as a Starting Player or a Fielded Substitute for another Club in the Competition. A Player(s) shall not be deemed to have played (as one of the 11 Starting Players or as a Fielded Substitute) in a Match where such Match has been abandoned or is declared void, except where such Match was abandoned or declared void as a result of the conduct of such Player(s) acting in breach of the Disciplinary Rules.
- 13.7 A Nominated Substitute who has not been a Fielded Substitute for any Club may play for another Club in the Competition in the same Season.
- 13.8 Trialists shall not be permitted to play for a Club in the Competition (either as a Starting Player or a Fielded Substitute).

#### 14. OFFICIAL TEAM LINES

- 14.1 Each Club must provide a duly completed Official Team Line, in the form provided by the Scottish FA from time to time ("the Official Team Line"), to the referee and a representative of their opponents in the presence of the referee, not later than 75 minutes before the start of the Match.
- 14.2 The Official Team Line must be submitted in accordance with these Competition Rules in order to enable a Club to participate in a Match.
- 14.3 A maximum of nine Nominated Substitutes and a maximum of six Team Staff are allowed to occupy positions in the technical area allocated for their Club, in addition to the Club's doctor (in accordance with Competition Rule 14.7), i.e. a total of sixteen persons. If space so permits, up to eight additional technical seats are allowed for persons providing technical support to a Club during a Match (e.g. 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.
- 14.4 The Official Team Line shall contain accurate and complete details of the full names and dates of birth of the eleven Starting Players and the maximum of nine Nominated Substitutes, together with full names of the maximum of six Team Staff to be seated within the relevant technical area and the maximum of eight persons providing technical support

to the Club referred to in Competition Rule 14.3. The Official Team Line must be properly completed and submitted on behalf of the Club in accordance with Competition Rule 14.1 via Scottish FA Comet, save where the Club is unable to do so due to exceptional circumstances, in which case the Club shall provide its duly completed Official Team Lines by such other means as the referee for the relevant Match deems acceptable (acting reasonably). Upon submission of the Official Team Line in accordance with the foregoing, it will be deemed to be complete and, subject to Competition Rules 14.8, 14.9 and 14.10, binding on the Club concerned.

- 14.5 The numbers on the players' shirts and (if applicable) shorts must correspond with the numbers indicated on the Official Team Line.
- 14.6 The goalkeeper(s) and team captain must be identified on the Official Team Line by being marked with "GK" and "TC", respectively, beside their names.
- 14.7 If so required, pursuant to the Club Licensing Procedures, each Club shall also list the proper name of the Club's doctor in the Official Team Line and he shall be entitled to occupy a position in the technical area for such Club, in addition to the six Team Staff who are permitted to occupy a position in the technical area for the Club under Competition Rule 14.3. In all other circumstances, it is recommended that a Club's doctor or first-aider and physiotherapist are listed on the Official Team Line and accommodated in the technical area within the category of Team Staff (in the case of the first-aider or physiotherapist) and in addition to the six Team Staff who are permitted to occupy a position in the technical area for the Club under Competition Rule 14.3 (in the case of the Club's doctor).
- 14.8 If a Starting Player listed on the Official Team Line is not able to start the Match due to unexpected physical incapacity or other extreme circumstances (which are explained to and accepted by the referee), she may only be replaced by one of the Nominated Substitutes. The Nominated Substitute who becomes a Starting Player may then only be replaced by an eligible Player not originally listed on the Official Team Line as submitted, so that the guota of Nominated Substitutes is not reduced.
- 14.9 If a Nominated Substitute listed on the Official Team Line is, at the start of the Match not able to be named as a Nominated Substitute due to an unexpected physical incapacity or other extreme circumstances (which are explained to and accepted by the referee), she may only be replaced by an eligible Player not originally listed on the Official Team Line as submitted.
- 14.10 If a goalkeeper listed on the Official Team Line is unable to be fielded due to unexpected physical incapacity or other extreme circumstances (which are explained to and accepted by the referee), then she may be replaced, but only by an eligible player who must then be designated as a goalkeeper on the Official Team Line in accordance with Competition Rule 13.4.
- 14.11 In the event that an ineligible player is identified in respect of a Starting Player listed on the Official Team Line after it has been submitted but prior to kick-off, the error (which is explained to and accepted by the referee) results in the Starting Player having to be removed from the Official Team Line, she may only be replaced by one of the Nominated Substitutes. If an ineligible player is identified in respect of a Nominated Substitute, and the error (which is explained to and accepted by the referee) results in the Nominated Substitute having to be removed from the Official Team Line, she may not be replaced.
- 14.12 If, for any reason, changes require to be made to the Official Team Line pursuant to Competition Rules 14.8, 14.9, 14.10 and/or 14.11 (and said changes are accepted by the referee) then the Club must notify its opponent immediately thereafter.

- 14.13 If, for any reason, changes require to be made to the Official Team Line pursuant to Paragraphs 14.8, 14.9, 14.10 and/or 14.11, the Club concerned must in addition to the requirements set out above, provide the Scottish FA, upon request, with necessary medical certificates and/or a full written explanation of the circumstances that caused any changes.
- 14.14 The Scottish FA shall keep a register of the names of all of the Players who take part in the Competition. The register shall be open for inspection by all Clubs.

# 15. FIELD OF PLAY AND MATCH REQUIREMENTS

- 15.1 The terms of this Competition Rule 15 do not apply to the Semi Final Matches or the Final Match.
- 15.2 The Home Club shall be responsible for making all of the arrangements for any Match where it is the Home Club, and such Home Club shall be liable for any failure to do so.
- 15.3 The Home Club shall ensure that all Matches where it is the Home Club shall be played on a natural grass surface or on an artificial surface. Any artificial surfaces used must meet the requirements of the then-current 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 recommended mark for such pitches, save where the Board consents to any such artificial surface meeting such other requirements as the Board deems appropriate (in its sole discretion).
- 15.4 Any Club which wishes to use an artificial surface for any Match may be required by the Board to provide a current test certificate confirming compliance to FIFA artificial surface requirements (or such other requirements as the Board deems appropriate) and the surface must comply with the Laws of the Game. Clubs may only use testing and certificating agencies in relation to an artificial surface which have been accredited for that purpose by FIFA.
- 15.5 A Home Club shall ensure that the length of the field of play used in any Match where it is the Home Club shall be a maximum of 130 yards (120 metres) and a minimum of 100 yards (90 metres). The breadth of the field of play shall be a maximum of 80 yards (75 metres) and a minimum of 55 yards (50 metres).
- 15.6 Subject to the terms of Competition Rule 15.5, a Club shall ensure that the dimensions of the field of play used in any Match where it is the Home Club shall not differ from those contained in the Official Return for that Club (if applicable) for the current Season, unless such dimensions have been approved and consented to, in writing, by the Board.
- 15.7 A Home Club shall ensure that, in any Match played where it is the Home Club, spectators are separated from the field of play by a wall, a rope, a railing or a fence, save to the extent that the Board consents to an application by any Club for exemption from the foregoing requirement.
- 15.8 A Home Club shall ensure that for any Match which is played or is to be played at its Registered Ground:
  - 15.8.1 goal nets and corner flags shall be used;
  - 15.8.2 an appropriate number of new footballs of first grade quality shall be provided by them: and
  - 15.8.3 adequate first aid facilities, requisite equipment and stretcher facilities/carrying chair(s) capable of conveying spectators from seated areas are available and

that at least one fully qualified person is present and equipped to administer first aid. The Home Club should take cognisance of the expected attendance and provide additional first aid cover as appropriate for the configuration of the ground.

- 15.9 No Match shall take place at any stadium where the playing area is covered or partially covered by a roof or other form of canopy without the prior consent of the Board.
- 15.10 In the Semi-Final and Final Matches, a system of replacement balls (or multi-ball) shall operate 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.
- 15.11 Each Club entitled to play in the Competition shall notify the Scottish FA in writing, no later than 31 July prior to the commencement of the Competition in each Season, if the Club intends to utilise a single match ball or a system of replacement balls (or multi-ball) in all matches prior to the Semi-Final 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. Should participating Clubs' ball replacement system differ in Matches prior to the Semi-Final Matches, the ball replacement system of the Home Club shall be operated. Subject to the foregoing, no Club shall utilise a different ball replacement system that notified to the Scottish FA in any Match prior to the Semi-Final Matches without first obtaining prior written approval of the Board. The ball replacement system applicable to a particular Match in accordance with this Competition Rule 15.11 shall be utilised for the entirety of such Match, subject to any right of the referee to alter the applicable ball replacement system in a Match expressly set out in any guidance issued by the Board in relation to ball replacement systems from time to time.

#### 16. DURATION OF MATCH AND STADIUM CLOCKS

- 16.1 Except when extra time is played in accordance with the terms of Competition Rule 21, a Match will consist of two halves each of 45 minutes in duration.
- 16.2 A Match which has started and which, for any reason, is abandoned, may not be continued as a "friendly" match.
- 16.3 The half time interval shall be of 15 minutes duration, or as determined by the referee.
- 16.4 Clocks in a stadium provided for the purposes of showing the amount of time played may run during the Match, and may continue to run to include any extra time played in the Match and any time added at the end of normal time in each half, i.e. after 45 and 90 minutes respectively and after 15 minutes of each half.
- 16.5 Public address announcements, where made, should specify that any added time to be played is a minimum number of minutes.

#### 17. APPOINTMENT OF MATCH OFFICIALS

- 17.1 The Scottish FA shall make all appointments of all Match Officials for all Matches.
- 17.2 Match Officials shall be appointed from the List of Registered Referees.
- 17.3 Fourth officials shall be appointed to the Semi-Final Matches, the Final Match and any Matches in prior Rounds which are broadcast live on television or any Matches which the Scottish FA considers appropriate.
- 17.4 Video assistant refereeing ("VAR") shall be used:

- 17.4.1 at the sole discretion of the Scottish FA, for the Semi-Final Matches and the Final Match; and
- 17.4.2 for any other Match, where the necessary equipment for the operation of VAR is already (or can be) installed (either on a permanent or temporary basis) at the venue for the relevant Match and:
  - (a) where such Match will be broadcast live on television, (i) at the sole discretion of the Scottish FA, (ii) the competing Clubs agree to so use VAR or (iii) one of the competing Clubs wishes to use VAR and agrees to pay the VAR Costs for the relevant Match; or
  - (b) where such Match will not be broadcast live on television, (i) the competing Clubs agree to so use VAR or (ii) one of the competing Clubs wishes to use VAR and agrees to play the VAR Costs for the relevant Match,

in all cases, in accordance with the Laws of the Game and the relevant IFAB and Scottish FA protocols, for the purpose of assisting the referee.

No sources or systems other than the official VAR system may be used by the referee to review replays during a 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 this Competition Rule 17.4 will take place or continue without the use of VAR.

- 17.5 Goal-line technology ("GLT") shall be used:
  - 17.5.1 at the sole discretion of the Scottish FA, for the Semi-Final Matches and the Final Match; and
  - 17.5.2 for any other Match, where the necessary equipment for the operation of GLT is already (or can be) installed (either on a permanent or temporary basis) at the venue for the relevant Match (and such equipment has been approved by the Board for use in the Competition) and:
    - (a) such Match will be broadcast live on television, (i) at the sole discretion of the Scottish FA, (ii) the competing Clubs agree to so use GLT or (iii) one of the competing Clubs wishes to use GLT and agrees to play the GLT Costs for the relevant Match; or
    - (b) such Match will not be broadcast live on television, (i) the competing Clubs agree to so use GLT or (ii) one of the competing Clubs wishes to use GLT and agrees to play the GLT Costs for the relevant Match,

in all cases, in accordance with the Laws of the Game and any protocol for use of GLT issued by the Scottish FA from time to time, for the purpose of verifying whether a goal has been scored to support the referee's decision. That decision remains under the sole discretion of the referee and is final. A failure of the GLT system shall in no way prejudice the referee's decision. If necessary, for example in case of a system failure, Matches at which GLT would otherwise be used in accordance with this Competition Rule 17.5 will take place or continue without the use of GLT.

- 17.6 A Club shall not be entitled to refuse to accept the services of any Match Official appointed by the Scottish FA to a Match.
- 17.7 The fees and expenses of Match Officials shall be paid by the Scottish FA.

#### 8. REPLACEMENT OF A MATCH OFFICIAL

- 18.1 In the event the referee is unable to start or complete a Match, they will be replaced by another Match Official in accordance with the following provisions:
  - 18.1.1 subject to Competition Rule 18.1.2, in respect of all Matches, the assistant referee 1 shall replace the referee, save in the event that assistant referee 1 is a category 3 specialist assistant referee or a category 3 specialist assistant referee development, in which case assistant referee 2 shall replace the referee; and
  - 18.1.2 in respect of Matches where a fourth official is appointed, the fourth official shall replace the referee.
- 18.2 In the event an assistant referee is unable to start or complete the Match or they replace the referee in accordance with Competition Rule 18.1, they will be replaced by another Match Official in accordance with the following provisions:
  - 18.2.1 in respect of all Matches where a fourth official is appointed, the assistant referee will be replaced by the fourth official;
  - 18.2.2 in respect of all Matches where no fourth official has been appointed, the assistant referee will be replaced by a registered referee in attendance at the Match, failing which the replacement will be a Club official decided by the referee; and
  - 18.2.3 if it is assistant referee 1 who is being replaced, assistant referee 2 moves to become assistant referee 1 and the replacement assistant referee becomes assistant referee 2.
- 18.3 In the event that a fourth official is unable to start or complete a Match or is required to replace another Match Official in accordance with Competition Rules 18.1 and/or 18.2, they will be replaced by a registered referee in attendance at the Match, failing which no replacement will be made.
- 18.4 In the event that an additional assistant referee has been appointed to a Match and is unable to start or complete a Match, they will be replaced by the fourth official (if appointed). If no fourth official has been appointed to the Match, no replacement will be made.
- 18.5 In the event that two or more Match Officials (excluding video assistant referees and assistant video assistant referees) require to be replaced during a Match, the referee will decide what should happen as regards the second replacement of a Match Official to enable the Match to be completed.
- 18.6 In the event that a video assistant referee, assistant video assistant referee or replay operator is unable to start or complete a Match, they will only be replaced by someone who is qualified for that role.

If no qualified replacement can be found for the video assistant referee or replay operator, the Match must be played or continue without the use of VAR.

If no qualified replacement can be found for the assistant video assistant referee, the Match must be played or continue without the use of VAR unless, in exceptional circumstances, both teams agree in writing that the Match may be played or continued with only the video assistant referee and replay operator.

#### 19. REGISTERED COLOURS

- 19.1 Subject to the terms of this Competition Rule 19, Clubs shall play in one of their registered playing kits, as notified to the Scottish FA pursuant to Competition Rule 6.3.
- 19.2 In exceptional circumstances, and with the prior written approval of the Board, a Club may play in colours which are modified from those which have been notified to the Scottish FA pursuant to Competition Rule 6.3.
- 19.3 When the first choice colours of both competing Clubs are the same, or similar, the Away Club shall change and play in a set of registered colours which are distinctive from those to be used by the Home Club.
- 19.4 In the case of the Semi-Final Matches, the first drawn Club in each of the Semi-Final Matches at the Cup Draw for the Semi-Final Matches will be permitted to play in its first choice registered colours and the second drawn Club (if necessary) is required to change.
- 19.5 The winning team of the first Semi-Final Match drawn in the Cup Draw will automatically be deemed to be the Home Club for the Final Match.
- 19.6 A Club may play in its second or third choice registered colours provided that this does not prevent the opposing Club from observing the terms of Competition Rule 19.3 or from playing in its first choice registered colours if it elects to do so.
- 19.7 A Club which elects to play in its second or third choice registered colours shall inform the opposing Club, the referee and the Scottish FA in writing not later than seven days before the date of the Match.
- 19.8 Goalkeepers shall wear colours which distinguish them from the other players in both teams and from the Match Officials. The referee's decision on whether this Competition Rule 19.8 is met will be final and binding on all parties.
- 19.9 Every Starting Player and Nominated Substitute of each Club shall wear a distinguishing number on her shirt and may wear the same distinguishing number on her shorts.
- 19.10 If there is any dispute as to whether the colours of the Clubs which are to play in a Match are the same, or similar, or if a Club has not notified the opposing Club, the referee and/or the Scottish FA in accordance with Competition Rule 19.6, the referee shall decide the issue and her decision will be final and binding on the competing Clubs.

# 20. SCHEDULING OF POSTPONED AND ABANDONED MATCHES – EXCLUDING THE SEMI-FINAL MATCHES AND THE FINAL MATCH

- 20.1 Where a Match in any of the Rounds other than the Semi-Final Matches or the Final Match is not played on or before the original scheduled date or is abandoned, the unplayed or abandoned Match shall be played on either the Sunday following the original Match date (or the date fixed therefor), or in the second midweek following the original Match date, unless the two Clubs, the relevant authorities and the Scottish FA are all agreeable that the Match be played on an earlier date. The unplayed or abandoned Match shall take place on a day to be mutually agreed by the two Clubs.
- 20.2 For the purposes of Competition Rule 20.1, if a Match is still undecided Clubs are required to make two attempts to play the Match in succeeding mid-weeks until the Match is decided and it is known which Club is progressing into the next Round of the Competition. These attempts will be made on such day as is mutually agreed by the two Clubs or, failing such

agreement, such day as is determined by the Board. Postponed or abandoned matches will have priority over league matches in the Scottish Women's Premier League, any of the Scottish Women's Football competitions or any other relevant league either scheduled or re-scheduled except in exceptional circumstances and by agreement of the Board.

# 21. DRAWN MATCHES – EXTRA TIME/KICKS FROM THE PENALTY MARK

When a Match is drawn, a further thirty minutes, fifteen minutes each way, of extra time shall be played. Thereafter, if the Match is still undecided, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the rules laid down by IFAB. The Club which scores more times in respect of such kicks will be declared the winner of the Match and will proceed to the next Round of the Competition, or in respect of the Final Match, shall be declared the Winner of the Competition.

#### 22. MATCH UNFINISHED

- 22.1 In the event of any Match being unfinished owing to weather conditions or other causes over which neither competing Club has any control, the disbursement of receipts from the unfinished Match shall be made in accordance with the relevant Competition Rules which would have been applicable had the Match been completed.
- 22.2 When such unfinished Match is subsequently re-scheduled and played, the disbursement of receipts from that rescheduled Match shall be made in accordance with the relevant Competition Rules, subject to the discretionary provisions contained in Competition Rule 22.3 below.
- 22.3 The competing Clubs shall have discretion, subject to the Board's endorsement of the exercise of such discretion and notwithstanding the provisions for charges for admission stipulated elsewhere in these Competition Rules, to agree to charge those spectators who paid an admission charge in respect of the unfinished Match, a concessionary rate for entry to the re-scheduled Match.
- 22.4 In calculating the division of receipts in accordance with the relevant Rules, the following provisions shall apply:
  - 22.4.1 when the Match is played at the ground of one of the competing Clubs, the deduction from receipts which the Home Club is entitled to make shall be calculated on the basis of the notional gross receipts of the match which will include the full corresponding charges for those spectators admitted on a concessionary basis;
  - 22.4.2 when the Match is played at a Neutral Ground, the rental payable to the Club on whose ground the Match is played shall be calculated on the basis of the notional gross receipts of the Match which shall include the full corresponding charges for those spectators admitted on a concessionary basis;
  - 22.4.3 if the sums calculated under Competition Rules 22.4.1 or 22.4.2 cannot be met from the actual Match receipts, which shall include concessionary admissions if a concessionary charge for admission is made, the deficit shall be met equally by the competing Clubs; and
  - 22.4.4 the disbursement of receipts from any Match which is unfinished due to circumstances other than as stated in Competition Rule 22.1 and from any subsequent re-scheduling of such Match, shall be determined by the Board.

#### 23. CONDITION OF GROUND

- 23.1 Each Home Club must take all reasonably practicable measures to ensure that its pitch is in a fit playing condition for a Match (and conforms to the specifications set out in these Competition Rules). In the event of doubt regarding the condition of the pitch, any competing Club shall immediately notify the Scottish FA to enable a referee to conduct a pitch inspection.
- 23.2 In addition, the Scottish FA has discretion to initiate a pitch inspection in respect of any Match to be played in the Competition. The inspection may be made at any time before the Match is to be played. If an inspection is made on the day of the Match, it shall be made as soon as reasonably practicable on the day of the Match and (where possible) not later than four hours before the time set for the kick-off, in order to advise the competing Clubs of the outcome of the pitch inspection accordingly.
- 23.3 The referee's decision shall be final on whether or not a Match should proceed.
- 23.4 A pitch and/or Registered Ground which is deemed unfit for the purpose of a Match in the Competition shall not be used that same day for any other match.

#### 24. SUPPORTER CONDUCT AND DAMAGE TO A REGISTERED GROUND

- 24.1 Each Club is responsible for the behaviour of its Players, officials, Team Staff, Team Officials, members, supporters and any other person(s) acting on behalf of or associated with a Club ("Match Attendee") before, during and after such Match and whilst any Match Attendee is present ("the Relevant Period").
- 24.2 In the event that, during the Relevant Period, at any Match, any part of any Registered Ground or such other stadium in which a Match is played is damaged as a consequence of misbehaviour by a Match Attendee(s), then the Club which the Match Attendee(s) is either representing, belonging to and/or associated with, shall be, subject to Competition Rule 24.7, responsible for any costs arising in the reparation of same, including all costs and expenses incurred by the venue owner and/or operator of the Registered Ground or such other stadium in which a Match is played.
- 24.3 The Scottish FA shall have the power to require such reports as it may consider necessary in relation to such damage and the appropriate amount(s), if any, which should be paid and by which Club(s).
- 24.4 In respect of the Semi-Final Matches and the Final Match only, and subject to Competition Rule 24.7, all costs and expenses incurred by the venue operator at whose ground the relevant Semi-Final Match or the Final Match is being played, in repairing the damage caused to the Stadium or otherwise to reinstate the Stadium, shall be deducted from the financial proceeds of the Competition normally payable by the Scottish FA to the participating Club concerned (see Competition Rule 24.2 above) and paid to the venue operator at whose ground the relevant Semi-Final Match or the Final Match is being played.
- 24.5 In respect of the Semi-Final Matches and the Final Match only, each Club in breach of and/ or found liable under this Competition Rule 24 instructs and mandates the Scottish FA to pay the costs of any damage or repair, so determined, to the venue operator and/or owner of the Registered Ground or such other Stadium in which the relevant Match is played, together with any other costs due and payable under this Competition Rule 24, out of that Club's share in the financial proceeds of the Competition.

- 24.6 In respect of the Semi-Final Matches and the Final Match only, and subject to Competition Rule 24.7, in the event that the Club's share in the financial proceeds of the Competition as aforesaid is less than the aggregate amount of the costs referred to in this Competition Rule 24, the Club undertakes to indemnify the Scottish FA against, and to pay within 7 days of a written demand, an amount equal to the amount by which such aggregate amount exceeds the Club's share in the financial proceeds of the Competition as aforesaid.
- 24.7 In respect of each Match, the aggregate amount of any sums payable by a Club as a consequence of such misbehaviour by a Match Attendee(s) under and in terms of this Competition Rule 24 shall not exceed the sum of FIFTY THOUSAND POUNDS (£50,000) STERLING exclusive of VAT.
- 24.8 Under exception of any issue arising as regards Article 28 and Competition Rule 24.9, and without prejudice to the terms of Competition Rule 1.3, any dispute arising from the application of the terms of this Competition Rule 24 shall be resolved by arbitration in accordance with Article 99.
- 24.9 The provisions of this Competition Rule 24 are without prejudice to the terms of Article 28.

#### 25. DISAGREEMENT ON DATE OF MATCH

- 25.1 Subject to the remainder of the terms of this Competition Rule 25, in any case where the date of a Match is not specified within these Competition Rules and/or not decided upon by the Board, and the two competing Clubs are unable to reach agreement as to when the Match should be played or replayed, the Home Club for that Match shall decide when a Match is to be played.
- 25.2 In exceptional circumstances, where it can be demonstrated that the terms of Competition Rule 25.1 should not apply, the Board shall decide when a Match is to be played.

#### 26. REFUSAL OR FAILURE TO PLAY

- 26.1 All Clubs shall play in every Match in which they are scheduled to play.
- 26.2 No Club shall refuse or fail to play in a Match in which it is scheduled to play.
- 26.3 Notwithstanding the foregoing provisions of this Competition Rule 26, and without prejudice to any disciplinary proceedings before the Judicial Panel under and in terms of the Judicial Panel Protocol and/or any sanctions that may be imposed under the Judicial Panel Protocol in respect thereof, where a Club fails (for any reason) to play in a Match in which it is scheduled to play, the other Club drawn to play in the said Match shall automatically progress to the next Round of the Competition.

# 27. CLUB WITHDRAWING FROM COMPETITION

- 27.1 Any Club intending to withdraw from the Competition must notify its intention to do so in writing to the Scottish FA, and the Club that it is scheduled to play in the next Match, not less than four days before the date the Match is scheduled for.
- 27.2 A Club may only withdraw from the Competition, or decline to enter the Competition when it is eligible to do so, with the prior written consent of the Board.
- 27.3 Where a Club which has been drawn to play in a Match withdraws from the Competition in accordance with this Competition Rule 27 prior to such Match being played, the other Club drawn to play in the said Match shall automatically progress to the next Round of the Competition.

# 28. CHARGE FOR ADMISSION

- 28.1 Subject to the terms of this Competition Rule 28, the charges for admission for Matches (other than the Semi-Final Matches and the Final Match) shall be agreed by the Clubs competing in that particular Match. If the competing Clubs are unable to agree, the charges which are normally made for the regular fixtures of the Home Club will apply.
- 28.2 Except as provided in Rule 28.3, a Club which is the Home Club for a Match is prohibited from charging higher admission prices to accommodation designated for supporters of the Away Club than for broadly comparable accommodation designated for use by supporters of the Home Club at the same Match.
- 28.3 The prohibition in Rule 28.2 does not apply to any:
  - 28.3.1 element of discount in the admission price per Match integral in the price of a season ticket or season book for all of the Matches of the relevant Club for the complete season in which ground access is permitted by such season ticket or season book:
  - 28.3.2 concessionary admission prices for the relevant Match charged exclusively to persons who are senior citizens, children and/or disabled and who qualify as such: and
  - 28.3.3 concessionary admission prices for the relevant 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 Match falls.

#### 29. TICKETS FOR SALE

- 29.1 For any Match, excluding the Semi-Final Matches and the Final Match, to which admission is wholly or partly by ticket and/or by cash admission at the turnstiles, the Away Club shall have the right to claim admission for its supporters of up to 20% of the spectator capacity of the Registered Ground at which the Match is to be played.
- 29.2 In the case of Matches falling under the terms of Competition Rule 29.1, the Away Club's supporters shall be accommodated in an area of the ground which is agreed by both Clubs and the Police authorities after having taken cognisance of the Safety at Sports Ground Act, 1975, where appropriate. The exercise of such right shall be subject to the following conditions:
  - 29.2.1 the Away Club shall request their ticket allocation as soon as reasonably practicable following the date on which the Cup Draw for the Match is made;
  - 29.2.2 the Away Club shall be responsible for payment to the Home Club for all tickets delivered to the Away Club for sale to supporters of the Away Club;
  - 29.2.3 the Away Club shall ensure that any tickets which are not required, together with full remittance for the total allocation, irrespective of whether or not the full allocation has been sold by the Away Club, have been sent to the Home Club at least 24 hours before the Match is due to kick off:
  - 29.2.4 if any of the tickets which are so returned under the terms of Competition Rule 29.2.3 are subsequently sold by the Home Club, the amount recouped by the

- Home Club shall be paid by the Home Club to the Away Club as soon as reasonably practicable; and
- 29.2.5 the tickets which are allocated to the Away Club, if numbered and for reserved positions, shall be equal in quality of position to those retained by the Home Club.

# 30. RESTRICTION ON MEMBERS, ETC., TICKETS

- 30.1 Except in the case of a Match which is played on a Neutral Ground and subject to the Away Club having an entitlement to claim admissions up to 20% of the permitted spectator capacity of the Home Club to accommodate its supporters, there is no restriction on the number of members, season ticket holders and complimentary ticket holders who may be admitted by the Home Club.
- 30.2 In calculating the gate drawings, the Home Club shall be entitled to exclude 100 season tickets and complimentary tickets actually issued and used from the calculation of the gate drawings. The Home Club shall be entitled to further exclude all season tickets and complimentary tickets actually issued and used up to a maximum of 10% of the remaining total attendance, subject to such a limit not exceeding 1,000 such persons. Tickets issued as part of a paid hospitality package may not be included in the total number of complimentary tickets.
- 30.3 Thereafter the Home Club shall include the corresponding charges for admission in respect of every season ticket holder and complimentary ticket holder in excess of such limit. The corresponding charges shall be those charges which are applicable to all other paying spectators admitted to the Match, relative to the area, or comparable area of the stadium to which a member, season ticket holder or complimentary ticket holder, in excess of the number of such persons allowed for the purpose of calculating the gate drawings, is admitted.
- 30.4 Except with the agreement of the competing Clubs, members' tickets, season tickets and complimentary tickets issued by the Home Club shall not be included for the purposes of Competition Rules 30.1 to 30.3 (inclusive) when a Match is played on a Neutral Ground.

#### 31. COMPLIMENTARY TICKETS

- 31.1 The Home Club shall provide to the Away Club up to a maximum of ten complimentary tickets, which shall be for the Home Club's director's seating area to the extent that it has such a seating area at its Registered Ground. In any event, these tickets shall give access to reserved seats.
- 31.2 In addition to the tickets provided for in Competition Rule 31.1, it shall be open for the Home Club and the Away Club to determine, between them, the number of further complimentary tickets to be given by the Home Club to the Away Club.
- 31.3 The particular accreditation necessary for Players, officials, Team Staff, Team Officials and any other staff to permit entry to the dressing room area within a Registered Ground and other designated areas, shall be agreed between the Home Club and the Away Club, and failing which shall be determined by the Scottish FA.

#### 32. DIVISION OF RECEIPTS AND PAYMENT OF EXPENSES

32.1 Except when a Match is played on a Neutral Ground, the monies received from all admission charges to a Match in any Round other than the Semi-Final Matches and the Final Match shall be applied as follows:

- 32.1.1 subject to Competition Rule 32.1.5, in the event that VAR and/or GLT is/are used in the Match, the Home Club shall be responsible for paying the VAR Costs and/ or the GLT Costs (as the case may be) to the Scottish FA (or as the Scottish FA shall direct) from all admission charges to the Match within three days of the date on which the Match is played, provided that if the admission charges to the Match are insufficient to pay the VAR Costs and the GLT Costs, the competing Clubs shall be responsible, jointly, for paying any shortfall in the VAR Costs and the GLT Costs to the Scottish FA within three days of the date on which the Match is played;
- 32.1.2 subject to the sums referred to in Competition Rule 32.1.1 having been paid, the Home Club shall be entitled to make a deduction of 20% from the gross receipts;
- 32.1.3 the remaining receipts shall be divided equally between the Clubs;
- 32.1.4 notwithstanding Competition Rules 32.1.1 and 32.1.5, where VAR and/or GLT is/ are used in the Matches because one of the competing Clubs has agreed to pay the VAR Costs and/or the GLT Costs (as the case may be) pursuant to Competition Rules 17.4.2(b) and/or 17.5.2(b), such Club shall be responsible for payment of the VAR Cost and/or the GLT Costs (as the case may be) to the Scottish FA (or as the Scottish FA shall direct) within three days of the date on which the Match is played; and
- 32.1.5 the Home Club shall be responsible for payment of the Match expenses (other than the VAR Costs and the GLT Costs, if any, to the extent they have been paid in accordance with Competition Rule Rules 32.1.1 and/or 32.1.4).
- 32.2 When a Match in any Round other than the Semi-Final Matches and the Final Match is played on a Neutral Ground:
  - 32.2.1 subject to Competition Rule 32.2.4, in the event that VAR and/or GLT is/are used in the Match, the competing Clubs shall be responsible, jointly, for paying the VAR Costs and/or the GLT Costs (as the case may be) to the Scottish FA (or as the Scottish FA shall direct) from all admission charges to the Match within three days of the date on which the Match is played, provided that if the admission charges to the Match are insufficient to pay the VAR Costs and the GLT Costs, the competing Clubs shall be responsible, jointly, for paying any shortfall in the VAR Costs and the GLT Costs to the Scottish FA within three days of the date on which the Match is played;
  - 32.2.2 after payment of the VAR Costs (if any) and the GLT Costs (if any) foresaid, the Club on whose Registered Ground the Match is played shall be paid a rental of 20% of the monies received from all admission charges to the Match;
  - 32.2.3 any surplus remaining shall be divided equally between the two competing Clubs;
  - 32.2.4 notwithstanding Competition Rules 32.2.1 and 32.2.5, where VAR and/or GLT is/ are used in the Match because one of the competing Clubs has agreed to pay the VAR Costs and/or the GLT Costs (as the case may be) pursuant to Competition Rules 17.4.2(b) and/or 17.5.2(b), such Club shall be responsible for payment of the VAR Costs and/or the GLT Costs (as the case may be) to the Scottish FA (or as the Scottish FA shall direct) within three days of the date on which the Match is played; and
  - 32.2.5 the competing Clubs shall be responsible, jointly, for payment of the Match expenses (other than the VAR Costs and the GLT Costs, if any, to the extent they have been paid in accordance with Competition Rules 32.2.1 and/or 32.2.5).

- 32.3 The Home Club shall provide a written statement of the share of the gate receipts, ideally, on the day of the Match but in any event not later than 5pm on the immediately following Working Day, and shall pay the appropriate amount within five Working Days of the Match date.
- 32.4 In respect of the Semi-Final Matches:
  - 32.4.1 the receipts from the Semi-Final Matches shall be pooled and shall be deemed to include monies received from all admission charges to the Matches;
  - 32.4.2 the Scottish FA shall retain 10% of the balance, after payment of the expenses of the two Matches (including the VAR Costs and the GLT Costs, if any); and
  - 32.4.3 the remainder (if any), after payment of the rental for the use of a ground or grounds, the scale of which shall be determined by the Board, shall be divided, equally, among the four competing Clubs.
- 32.5 In respect of the Final Match:
  - 32.5.1 the receipts from the Final Match shall be calculated in the manner defined in Competition Rule 32.4 foresaid mutatis mutandis; and
  - 32.5.2 the Scottish FA shall retain 10% of the balance, after payment of the expenses of the Match (including the VAR Costs and the GLT Costs, if any). The remainder (if any), after payment of the rental for the use of the ground, the scale of which shall be determined by the Board, shall be divided, equally, between the competing Clubs.

# 33. AWARDS TO PLAYER, OFFICIALS AND MATCH OFFICIALS

The Scottish FA shall present a medal or a souvenir in such forms as the Board may decide to the Players appearing on the Official Team Line of the Clubs that participated in the Final Match, the Manager or Head Coach of both such Clubs and to the Match Officials who officiated in the Final Match.

#### 34. ALTERATIONS AND ADDITIONS TO RULES

The Board shall have the power to temporarily suspend, alter or add to these Competition Rules as it deems appropriate in its sole discretion from time to time.

# RULES OF THE SCOTTISH FOOTBALL ASSOCIATION YOUTH CUP COMPETITION

# **PRELIMINARY PROVISIONS**

# 1. OPERATIVE PROVISIONS

- 1.1 Clubs, Players, officials, Team Staff, Team Officials and other persons participating in any way in the Competition shall be bound by and comply with these Competition Rules (and any rules and regulations made pursuant to these Competition Rules).
- 1.2 Clubs, Players, officials, Team Staff, Team Officials and other persons participating in any way in the Competition shall only have such rights in relation to the Competition (and any Match) as are expressly granted to them under and in terms of these Competition Rules or by the Scottish FA, in writing.
- 1.3 Any Club, Player, official, member of Team Staff, Team Official or other person participating in any way in the Competition which or who breaches, infringes or fails and/or refuses to comply with any of these Competition Rules, may be:
  - 1.3.1 referred to the Compliance Officer for investigation; and/or
  - 1.3.2 the subject of disciplinary proceedings before the Judicial Panel under and in terms of the Judicial Panel Protocol; and/or
  - 1.3.3 liable to sanctions as provided for in the Judicial Panel Protocol.

#### 2. INTERPRETATION

2.1 In these Competition Rules, unless expressly provided otherwise:

Annual General Meeting	shall have the meaning given to it in Article 1.1;
Anti-Doping Regulations	shall have the meaning given to it in Article 1.1;
Articles	means the Articles of Association of the Scottish FA, as adopted or amended from time to time;
Association Football	shall have the meaning given to it in Article 1.1;
Away Club	means the Club selected second in each Match at the relevant Cup Draw, irrespective of whether the Match is played at a Neutral Ground.
Board	shall have the meaning given to it in Article 1.1;
Club	shall have the meaning given to the term "club" in Article 1.1 and, for the purposes of these Competition Rules, includes (without limitation) Cooperation Clubs;
Club Cooperation Regulations	means the regulations promulgated by the Board from time to time in relation to cooperation arrangements between Clubs;
Club Licence	shall have the meaning given to it in Article 1.1;

Club Licensing	shall have the meaning given to it in Article 1.1;
Club Licensing Procedures	shall have the meaning given to it in Article 1.1;
Commercial Rights	shall have the meaning given to it in Competition Rule 7.1;
Competition	shall have the meaning given to it in Competition Rule 3.1;
Competition Rules	means these rules of the Competition (as amended from time to time) and "Competition Rule" shall be construed accordingly;
Compliance Officer	means the Compliance Officer from time to time provided for in terms of the Judicial Panel Protocol;
Concussion Substitute	means a Player who is permanently substituted at any point during a Match after a concussion occurs or is suspected to have occurred after an on-field assessment and/or after an off-field assessment or 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);
Cooperation Agreement	shall have the meaning given to it in the Club Cooperation Regulations;
Cooperation Club	shall have the meaning given to it in the Club Cooperation Regulations;
Cooperation List	shall have the meaning given to it in the Club Cooperation Regulations;
Cooperation Parent	shall have the meaning given to the term "parent club" in the Club
Club	Cooperation Regulations;
Cup Draw	means the procedure by which it is determined which Clubs will play against each other in each Round of the Competition;
Disciplinary Procedures	shall have the meaning given to it in Article 1.1;
Disciplinary Rules	means the rules and sanctions more particularly described at Annex A of the Judicial Panel Protocol and as amended from time to time;
Fielded Substitutes	shall have the meaning given to it in Competition Rule 12.1;
FIFA	shall have the meaning given to it in Article 1.1;
Final Match	means the Final Match played in the Competition each Season;
full member	shall have the meaning given to it in Article 1.1 and the expression "full membership" shall be construed accordingly;
Home Club	means the Club selected first in each Match at the relevant Cup Draw, irrespective of whether the Match is played at a Neutral Ground.
IFAB	shall have the meaning given to it in Article 1.1;
Judicial Panel	shall have the meaning given to it in Article 1.1;
Judicial Panel Protocol	shall have the meaning given to it in Article 1.1;
Laws of the Game	shall have the meaning given to it in Article 1.1;
Match	means a football match played in the Competition;
Match Attendee	shall have the meaning given to it in Competition Rule 21.1;
Match Official	shall have the meaning given to the term "match official" in Article 1.1;
Neutral Ground	means a Registered Ground which is not the Registered Ground of one of the Clubs competing in the Match but shall exclude the Stadium or any other stadium where the Final Match is played or to be played;

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Nominated Substitutes	shall have the meaning given to it in Competition Rule 12.1;
official	shall have the meaning given to it in Article 1.1;
Official Return	shall have the meaning given to it in Article 1.1;
Official Team Line	shall have the meaning given to it in Competition Rule 13.1;
Parent Club	shall have the meaning given to it in the Registration Procedures;
Player	shall have the meaning given to the term "player" in Article 1.1 and, for the purposes of these Competition Rules, includes (without limitation) Qualifying Players;
Qualifying Player	shall have the meaning given to it in the Club Cooperation Regulations;
referee	shall have the meaning given to it in Article 1.1;
Registered Ground	shall have the meaning given to it in Article 1.1;
Registration Procedures	shall have the meaning given to it in Article 1.1;
Relevant Period	shall have the meaning given to it in Competition Rule 21.1;
Round	means a Round of Matches in the Competition and reference to "Round of [number of teams]" shall be a reference to the relevant Round of the Competition;
Scottish FA	shall have the meaning given to it in Article 1.1;
Scottish FA Comet	means the football management system known as "Scottish FA Comet" used by the Scottish FA;
Season	shall have the meaning given to it in Article 1.1;
Second Nominated Venue	shall mean the second venue nominated by a Club for the staging of a Match if the Clubs Registered Ground is unable to host a Match;
Semi-Final Match	means a Semi-Final Match played in the Competition;
Stadium	means any stadium where the Final Match will be or is played;
Starting Players	shall have the meaning given to it in Competition Rule 12.1;
Team Official	shall have the meaning given to it in Article 1.1;
Team Staff	shall have the meaning given to it in Article 1.1;
Winner	means the winner of the Final Match; and
Working Day	shall have the meaning given to the term "working day" in Article 1.1; and
Youth Cup Trophy	means the trophy, including any replicas owned and made available by the Scottish FA, presented to the Winner.

- 2.2 Unless otherwise defined in Competition Rule 2.1, words or expressions contained in these Competition Rules shall bear the same meaning as in the Articles and/or the Judicial Panel Protocol.
- 2.3 Unless the context otherwise requires, words importing the singular only shall include the plural and vice versa and words importing any gender shall include all genders.
- 2.4 Headings are inserted for convenience only and shall not affect the construction of these Competition Rules.
- 2.5 All references to a ground shall mean a Registered Ground, unless otherwise specified, within the context of these Competition Rules.
- 2.6 References in these Competition Rules to an "Article" shall be to the relevant Article of the Articles.

# **COMPETITION RULES**

# 3. NAME AND OWNERSHIP OF THE COMPETITION

- 3.1 The Competition shall be called the Scottish Football Association Youth Cup, herein referred to as "the Competition".
- 3.2 The ownership, organisation, control and management of the Competition and any and all rights and properties associated with it, of any nature, shall be vested wholly, exclusively and at all times in the Scottish FA.

# 4. NAME, OWNERSHIP, PRESENTATION AND RETURN OF THE YOUTH CUP TROPHY

- 4.1 The Youth Cup Trophy shall be presented to the Winner.
- 4.2 The ownership of the Youth Cup Trophy and any and all rights and properties associated with it, of any nature, shall be vested wholly, exclusively and at all times in the Scottish FA.
- 4.3 The Winner shall return the Youth Cup Trophy to the Scottish FA at its request, for such time and purpose as the Scottish FA may determine, and, in any event, prior to 31 March in the year following its winning of the Competition.
- 4.4 Should the Youth Cup Trophy be lost, destroyed or damaged in any manner whatsoever whilst under the care and/or custody of the Winner, the Winner shall refund to the Scottish FA the amount of its current value on a full replacement basis or, if capable of repair, the cost of thorough repair, and shall indemnify the Scottish FA against all loss, cost and expense incurred by it in relation to or connected with such loss, destruction and/or damage.
- 4.5 The period of care and/or custody of the Youth Cup Trophy by the Winner shall be deemed to be from the moment of presentation or other delivery of the Youth Cup Trophy to the Winner until the date of actual physical return of the Youth Cup Trophy to the Scottish FA. During such period the Winner is solely and exclusively liable for any loss, destruction of or damage to the Youth Cup Trophy.
- 4.6 During any period that the Winner is in possession of the Youth Cup Trophy it shall insure it against loss, destruction and/or damage and shall ensure that the interest of the Scottish FA is endorsed on such policy of insurance.

#### 5. COMMENCEMENT AND AIMS OF THE COMPETITION

- 5.1 The Competition shall be played annually and in accordance with the Laws of the Game.
- 5.2 The Competition shall commence on a date to be determined in each Season by the Board.
- 5.3 The aim of the Competition is to promote, foster, and develop the game of Association Football without discrimination against any organisation or person for reason of age, gender, disability, ethnicity, race, language, religion, sexuality or politics.
- 5.4 The Scottish FA shall take all such steps as may be deemed necessary or advisable for preventing infringements of the Laws of the Game, these Competition Rules, such other rules and regulations of the Scottish FA as may be applicable from time to time, any other improper methods or practices in the game, and to ensure that the game of Association Football is protected from any other abuses.

All Clubs, Players, officials, Team Staff, Team Officials and other persons participating in any way in the Competition agree to be subject to, bound by and to comply with the Articles, the Registration Procedures, the Judicial Panel Protocol, these Competition Rules and the Anti-Doping Regulations, all as adopted and amended from time to time. For this purpose, the Articles and these Competition Rules will be deemed to include all rules, regulations, protocols, directions and decisions made pursuant to them which relate to the Competition.

#### ELIGIBLE CLUBS

- 6.1 All Clubs in full membership are entitled to enter into the Competition in each Season, subject to any sanction imposed on any Club which would otherwise prevent it from so competing.
- 6.2 All Clubs wishing to enter the Competition shall notify the Scottish FA in writing before the deadline in the year in which the Competition commences.

#### SPONSORSHIP AND BROADCASTING MATTERS

- 7.1 The Scottish FA, in accordance with the Articles, may enter into contracts with commercial sponsors and broadcasters and grant certain rights as the Scottish FA may in its discretion determine ("the Commercial Rights") to such parties in relation to the Youth Cup Trophy and the Competition.
- 7.2 All Clubs, Players, officials, Team Staff, Team Officials and other persons participating in any way in the Competition undertake to provide any and all rights, facilities, properties and services as may be necessary for the Scottish FA to comply with and discharge the Commercial Rights.

# 8. CUP DRAWS FOR MATCHES IN THE COMPETITION

- 8.1 For the Round(s) prior to the Round of 32, the Clubs are divided into groups geographically convenient, with the names of the clubs in each group being placed in a lot and drawn in couples at a time, until the requisite number of ties, which shall be decided by the Board, is drawn. The Clubs whose names are not drawn shall receive a bye into the next Round. Clubs receiving a bye are not considered to have participated in that particular Round.
- 8.2 Clubs reaching the Round of 16 in the previous Competition will enter the current Competition at the Round of 32 stage.
- 8.3 For the Round of 32, the names of the Clubs shall be placed in a lot and drawn in couples at a time. The Clubs in each couple shall compete, and the names of the winning Clubs in each Match shall be placed in a lot and drawn in couples at a time, and so on, until two Clubs are left to compete in the Final Match.
- 8.4 In the event that:
  - 8.4.1 a Club which is eligible to participate in a Cup Draw is ejected from the Competition pursuant to a sanction imposed by the Judicial Panel prior to such Cup Draw taking place, such Club shall be replaced in the said Cup Draw by the Club which it played in the immediately preceding Round or, if any Club which is so ejected from the Competition has not already played a Match in the Competition in the relevant Season, the Cup Draw will simply proceed without such Club's involvement; or
  - 8.4.2 a Club which is drawn to play in a Match in a Round is ejected from the Competition pursuant to a sanction imposed by the Judicial Panel prior to such

Match taking place, such Club shall be replaced in the said Match by the Club which it played in the immediately preceding Round or, if any Club which is so ejected from the Competition has not already played a Match in the Competition in the relevant Season, the Club which it has been drawn to play will receive a bye into the next Round.

- 8.5 After each Cup Draw, the Scottish FA will inform each Club of the name of the Club against which it is drawn, whether it has been drawn as the Home Club or the Away Club in the tie and the date and time when the Match will be played. Subject to the terms of Competition Rule 8.6, the Board shall decide the date of each Match.
- 8.6 Subject to the agreement of the Board, and if acceptable to both Clubs and the Scottish FA, the two Clubs in a particular Match may agree to a different date for such Match than that notified by the Board provided always that such proposed change is notified to the Scottish FA as soon as reasonably practicable after the relevant Cup Draw is made and that, having regard to any Commercial Rights, police wishes and criteria, the Scottish FA does not determine that the Match must take place at a date and time fixed by the Board.
- 8.7 If a club wishes to request the postponement of a Match due to the unavailability of a player/players, the Board will use its discretion to consider and/or approve such request.

#### 9. GROUNDS FOR MATCHES

- 9.1 All Matches, excluding the Final Match, shall be played at the Registered Ground of the Home Club, or if such ground is for some reason unplayable or unavailable, at its Second Nominated Venue.
- 9.2 In order to assist the playing of Matches in the Competition, participating Clubs, on submission of the Club entry to the Competition, will be required to nominate a second venue at which Competition matches may be staged in the event of the Club's Registered Ground being unavailable. Clubs will be obliged to formally confirm in writing the reason for their Registered Ground being unavailable when nominating the second venue for use in the Competition.
- 9.3 When a Match is postponed or abandoned it shall be played on the same ground, unless the Board is satisfied that there is a valid reason for the Match to be played at another venue.
- 9.4 The Final Tie shall be played on a Neutral Ground or at the Registered Ground of one of the competing clubs, as decided by the Board, who shall make all of the arrangements thereof. In the event of it being decided that the tie shall be played at the Registered Ground of one of the competing clubs, the venue shall be decided by the drawing of lots unless otherwise agreed by the competing Clubs.

#### 10. REGISTERED GROUND CRITERIA

The Registered Ground of a Club participating in the Competition must:

- 10.1 be enclosed with a suitable barrier to keep spectators from gaining entry to the ground without payment;
- 10.2 have the following facilities inside the ground and closely adjacent to the playing field:
  - 10.2.1 separate changing, showering and toilet facilities accommodation for home and visiting teams; and
  - 10.2.2 separate changing, showering and toilet facilities accommodation for Match Officials:

- 10.3 comply with prevailing Health and Safety regulations, and, where applicable, have relevant certification issued by the local authority;
- 10.4 have appropriate facilities to provide refreshments for visiting players and Match Officials;
- 10.5 have adequate car parking provision for players and Match Officials; and
- 10.6 have technical areas each capable of holding up to thirteen persons.

#### 11. ELIGIBILITY OF PLAYERS

- 11.1 For a Player to be eligible to play for a Club in a Match he must (i) be born on or after 1st January 2008, and (ii) be included on the Official Team Line of that Club for the Match concerned.
- 11.2 For a Player to be listed on the Official Team Line of a Club (either as a Starting Player or a Nominated Substitute) for a Match, he need not be registered for the Club he represents, but must otherwise be eligible to play for the Club in terms of the Articles of Association.
- 11.3 A Player may play for his Parent Club in the Competition whilst on temporary transfer to another Club (as said terms are defined in the Registration Procedures) it being acknowledged that a player may only play for one Club in the Competition.
- 11.4 Notwithstanding the above provision, of Players listed on the Official Team Line, a minimum of 50% must be registered with the Club they are nominated to play for.
- 11.5 For Season 2025/26 only, a Qualifying Player, who is registered with the Scottish FA for a Cooperation Parent Club which has a Cooperation Agreement with a Cooperation Club and is listed on a Cooperation List under that Cooperation Agreement, may play in the Competition for:
  - 11.5.1 his Cooperation Parent Club: or
  - 11.5.2 the Cooperation Club which is party to the relevant Cooperation Agreement and in respect of which he is listed on a Cooperation List, notwithstanding that he is not registered with the Scottish FA for such Cooperation Club, in which case he will be considered to be registered for such Cooperation Club for the purposes of Rule 11.4

it being acknowledged that a player may only play for one Club in the Competition.

11.6 Each Club is responsible for ensuring that all of the Players who are listed on the Official Team Line (either as a Starting Player or a Nominated Substitute) for a Match are eligible to do so pursuant to the Registration Procedures, the Disciplinary Procedures and Competition Rule 12.4.

# 12. NUMBER OF PLAYERS AND SUBSTITUTES

- 12.1 Subject to the provisions of Competition Rules 13.8, 13.9 and 13.10, a Club shall list on its Official Team Line eleven Players ("the Starting Players") who will start the Match and up to a maximum of seven substitutes ("the Nominated Substitutes"). Of those Nominated Substitutes, not more than five may play in the Match ("the Fielded Substitutes"). Each Club will have a maximum of three substitution opportunities in respect of their Fielded Substitutes, subject to the following provisions:
  - 12.1.1 where both Clubs make a substitution at the same time, this will count as a used substitute opportunity for both teams;

- 12.1.2 multiple substitutions by a Club during the same stoppage in play count as one used substitution opportunity; and
- 12.1.3 Clubs may make substitutions at half-time of a Match, which will not count as one of their three substitution opportunities in such Match;
- 12.1.4 making a Concussion Substitution will not count as one of a Club's three substitution opportunities in a Match, save where the Club also makes a "normal" substitution at the same time as the Concussion Substitution, in which case it will count as one of their three substitution opportunities in such Match;
- 12.1.5 once a Club has used all three of its substitution opportunities in a Match, it cannot use a Concussion Substitution to make a "normal" substitution; and
- 12.1.6 where a Club makes a Concussion Substitution, the opposing Club may choose to make an "additional" substitution in accordance with Competition Rule 12.2 and receives an "additional" substitution opportunity to do so. Such "additional" substitution opportunity can be used only for the "additional" substitution and not for a "normal" substitution. Any "normal" substitution made at the same time as the "additional" substitution would count as one of the Club's three substitution opportunities in such Match.
- 12.2 In addition to the number of Fielded Substitutes permitted in a Match under Competition Rule 13.1, each Club may use one additional substitute player from its Nominated Substitutes as a Concussion Substitute in a Match. In the event that a Concussion Substitute is used, the opposing Club may make an additional substitute at the same time or any time thereafter (except as provided otherwise in the Laws of the Game). In such instances, the Concussion Substitute and, where applicable, the additional substitute shall also be considered as a Fielded Substitute, and the Player who is replaced by the Concussion Substitute is not permitted to take any further part in the Match (including kicks from the penalty mark).
- 12.3 A Starting Player or Fielded Substitute who has been substituted is not permitted to take any further part in the Match.
- 12.4 It is recommended that one of the Nominated Substitutes is a designated goalkeeper.
- 12.5 A Player shall not play for more than one Club in the Competition (either as a Starting Player or a Fielded Substitute) in the same Season.
- 12.6 A Club may not list in their Official Team Line, either as a Starting Player or as a Nominated Substitute, any Player who, in the same Season, has already played as a Starting Player or a Fielded Substitute for another Club in the Competition. A Player(s) shall not be deemed to have played (as one of the 11 Starting Players or as a Fielded Substitute) in a Match where such Match has been abandoned or is declared void, except where such was abandoned or declared void as a result of the conduct of such Player(s) acting in breach of the Disciplinary Rules.
- 12.7 A Nominated Substitute who has not been a Fielded Substitute for any Club may play for another Club in the Competition in the same Season.

#### 3. OFFICIAL TEAM LINES

13.1 Each Club must provide a duly completed Official Team Line, in the form provided by the Scottish FA from time to time ("the Official Team Line") to the referee and a representative of their opponents in the presence of the referee, not later than 75 minutes before the start of the Match.

- 13.2 The Official Team Line must be submitted in accordance with these Competition Rules in order to enable a Club to participate in a Match.
- 13.3 The Official Team Line for Matches shall contain the eleven Starting Players, a maximum of seven Nominated Substitutes, and a maximum of six Team Staff.
- 13.4 The Official Team Line shall contain accurate and complete details of the full names and dates of birth of the Starting Players and the Nominated Substitutes, together with full names of the maximum of six Team Staff to be seated within the relevant technical area. In addition, the Official Team Line shall contain details of the Registered Club, where applicable, of each of the Starting Players and Nominated Substitutes listed. The Official Team Line must be properly completed and submitted on behalf of the Club in accordance with Competition Rule 13.1 via Scottish FA Comet, save where the Club is unable to do so due to exceptional circumstances, in which case the Club shall provide its duly completed Official Team Line by such other means as the referee for the relevant Match deems acceptable (acting reasonably). Upon submission of the Official Team Line in accordance with the foregoing, it will be deemed to be complete and, subject to Competition Rules 13.8, 13.9 and 13.10, binding on the Club concerned.
- 13.5 The numbers on the players' shirts and (if applicable) shorts must correspond with the numbers indicated on the Official Team Line.
- 13.6 The goalkeeper(s) and team captain must be identified on the Official Team Line by being marked with "GK" and "TC", respectively, beside their names.
- 13.7 It is recommended that a Club's doctor and physiotherapist are listed on the Official Team
  Line and accommodated in the technical area within the category of Team Staff.
- 13.8 If a Starting Player listed on the Official Team Line is not able to start the Match due to unexpected physical incapacity or other extreme circumstances (which are explained to and accepted by the referee), he may only be replaced by one of the Nominated Substitutes. The Nominated Substitute who becomes a Starting Player may then only be replaced by an eligible Player not originally listed on the Official Team Line as submitted, so that the quota of Nominated Substitutes is not reduced.
- 13.9 If a Nominated Substitute listed on the Official Team Line is, at the start of the Match not able to be named as a Nominated Substitute due to an 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 Official Team Line as submitted.
- 13.10 If a goalkeeper listed on the Official Team Line is unable to be fielded due to unexpected physical incapacity or other extreme circumstances (which are explained to and accepted by the referee), then he may be replaced, but only by an eligible player who must be designated as goalkeeper in accordance with Competition Rule 12.3.
- 13.11 If, for any reason, changes require to be made to the Official Team Line pursuant to Competition Rules 13.8, 13.9 and/or 13.10 (and said changes are accepted by the referee) then the Club must notify its opponent immediately thereafter.
- 13.12 If, for any reason, changes require to be made to the Official Team Line pursuant to Paragraphs 13.8, 13.9 and/or 13.10, the Club concerned must in addition to the requirements set out above, provide the Scottish FA, upon request, with necessary medical certificates and/or a full written explanation of the circumstances that caused any changes.
- 13.13 The Scottish FA shall keep a register of the names of all of the Players who take part in the Competition. The register shall be open for inspection by all Clubs.

# 4. FIELD OF PLAY AND MATCH REQUIREMENTS

- 14.1 The terms of this Competition Rule 14 do not apply to the Final Match.
- 14.2 The Home Club shall be responsible for making all of the arrangements for any Match where it is the Home Club, and such Home Club shall be liable for any failure to do so.
- 14.3 The Home Club shall ensure that all Matches where it is the Home Club shall be played on a natural grass surface or on an artificial surface. Any artificial surfaces used must meet the requirements of the FIFA Quality Programme for Football Turf or the International Match Standard.
- 14.4 Any Club which wishes to use an artificial surface for any Match shall be required to provide a current test certificate confirming compliance to FIFA artificial surface requirements and the surface must comply with the Laws of the Game. Clubs may only use testing and certificating agencies in relation to an artificial surface which have been accredited for that purpose by FIFA.
- 14.5 A Home Club shall ensure that the length of the field of play used in any Match where it is the Home Club shall be a maximum of 130 yards (120 metres) and a minimum of 100 yards (90 metres). The breadth of the field of play shall be a maximum of 80 yards (75 metres) and a minimum of 55 yards (50 metres).
- 14.6 Subject to the terms of Competition Rule 14.5, a Club shall ensure that the dimensions of the field of play used in any Match where it is the Home Club shall not differ from those contained in the Official Return for that Club (if applicable) for the current Season, unless such dimensions have been approved and consented to, in writing, by the Board.
- 14.7 A Home Club shall ensure that in any Match played where it is the Home Club, spectators are separated from the field of play by a wall, a rope, a railing or a fence.
- 14.8 A Home Club shall ensure that for any Match which is played or is to be played at its Registered Ground:
  - 14.8.1 goal nets and corner flags shall be used;
  - 14.8.2 an appropriate number of new footballs of first grade quality shall be provided by them, and;
  - 14.8.3 adequate first aid facilities, requisite equipment and stretcher facilities/carrying chair(s) capable of conveying spectators from seated areas are available and that at least one fully qualified person is present and equipped to administer first aid. The Home Club should take cognisance of the expected attendance and provide additional first aid cover as appropriate for the configuration of the ground.

# 15. DURATION OF MATCH AND STADIUM CLOCKS

- 15.1 A Match will consist of two halves each of 45 minutes in duration. In the event of the tie still being level at the end of 90 minutes, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the rules laid down by IFAB.
- 15.2 A Match which has started and which, for any reason, is abandoned, may not be continued as a "friendly" match.
- 15.3 The half time interval shall be of 15 minutes duration, or as determined by the referee.

- 15.4 Clocks in a stadium provided for the purposes of showing the amount of time played may run during the match, including any time added at the end of normal time in each half.
- 15.5 Public address announcements, where made, should specify that any added time to be played is a minimum number of minutes.

#### APPOINTMENT OF MATCH OFFICIALS

- 16.1 The Scottish FA shall make all appointments of all Match Officials for all Matches.
- 16.2 Match Officials shall be appointed from those Match Officials whose names are included in the List of Referees. The appointment of Assistant Referees will be made by nominated Referees' Association when requested to do so by the Secretary. Assistant Referees may be appointed from the List of Registered Referees.
- 16.3 Appointments of Match Officials to Matches shall take precedence over all other appointments, except with the permission and consent of the Scottish FA.
- 16.4 A Club shall not be entitled to refuse to accept the services of any Match Official appointed by the Scottish FA to a Match.
- 16.5 The fees and expenses of Match Officials shall be paid by the Scottish FA.

#### 17. REPLACEMENT OF A MATCH OFFICIAL

- 17.1 In the event the referee is unable to start or complete a Match, he will be replaced by assistant referee 1 with the exception of the Final where the fourth Official will replace the referee.
- 17.2 In the event an assistant referee is unable to start or complete the Match or he replaces the referee in accordance with Competition Rule 18.1, he will be replaced by another Match Official in accordance with the following provisions:
  - 17.2.1 in respect of all Matches, except the Final Match, and where no fourth official has been appointed, the assistant referee will be replaced by a registered referee in attendance at the Match, failing which the replacement will be a Club official decided by the referee;
  - 17.2.2 if it is assistant referee 1 who is being replaced, assistant referee 2 moves to become assistant referee 1 and the replacement assistant referee becomes assistant referee 2: and
  - 17.2.3 in respect of the Final Match, the assistant referee will be replaced by the fourth official.
- 17.3 In the event that a fourth official is unable to start or complete a Match or is required to replace another Match Official in accordance with Competition Rules 17.1 and/or 17.2, he will be replaced by a registered referee in attendance at the Match, failing which no replacement will be made.
- 17.4 In the event that two or more Match Officials require to be replaced during a Match, the referee will decide what should happen as regards the second replacement of a Match Official to enable the Match to be completed.

# 18. REGISTERED COLOURS

- 18.1 When the first choice colours of both competing Clubs are the same, or similar, the Away Club shall change and play in a set of registered colours which are distinctive from those to be used by the Home Club.
- 18.2 The winning team of the first Semi-Final Match drawn in the Cup Draw will automatically be deemed to be the Home Club for the Final Match.
- 18.3 Goalkeepers shall wear colours which distinguish them from the other players in both teams and from the Match Officials. The referee's decision on whether this Competition Rule 18.3 is met will be final and binding on all parties.
- 18.4 Every Starting Player and Nominated Substitute of each Club shall wear a distinguishing number on his shirt and may wear the same distinguishing number on his shorts.
- 18.5 If there is any dispute as to whether the colours of the Clubs which are to play in a Match are the same, or similar, the referee shall decide the issue and his decision will be final and binding on the competing Clubs.

#### 19. POSTPONED OR RE-SCHEDULED MATCHES

19.1 Participating clubs must submit to the Scottish FA an alternative mutually agreeable date for the playing of ties in the event of a postponement or re-scheduled match. Postponed or re-scheduled ties must be played by the second midweek following the date of the original tie.

#### 20. CONDITION OF GROUND

- 20.1 Each Home Club must take all reasonably practicable measures to ensure that its pitch is in a fit playing condition for a Match (and conforms to the specifications set out in these Competition Rules). In the event of doubt regarding the condition of the pitch, any competing Club shall immediately notify the Scottish FA to enable a referee to conduct a pitch inspection.
- 20.2 In addition, the Scottish FA has discretion to initiate a pitch inspection in respect of any Match to be played in the Competition. The inspection may be made at any time before the Match is to be played. If an inspection is made on the day of the Match, it shall be made as soon as reasonably practicable on the day of the Match and (where possible) not later than four hours before the time set for the kick-off, in order to advise the competing Clubs of the outcome of the pitch inspection accordingly.
- 20.3 The referee's decision shall be final on whether or not a Match should proceed. His fee and expenses shall be paid by the Scottish FA.
- 20.4 A pitch and/or Registered Ground which is deemed unfit for the purpose of a Match in the Competition shall not be used that same day for any other match.

# 21. SUPPORTER CONDUCT AND DAMAGE TO A REGISTERED GROUND

21.1 Each Club is responsible for the behaviour of its Players, officials, Team Staff, Team Officials, members, supporters and any other person(s) acting on behalf of or associated with a Club ("Match Attendee") before, during and after such Match and whilst any Match Attendee is present ("the Relevant Period").

- 21.2 In the event that, during the Relevant Period, at any Match, any part of any Registered Ground or such other stadium in which a Match is played is damaged as a consequence of misbehaviour by a Match Attendee(s), then the Club which the Match Attendee(s) is either representing, belonging to and/or associated with shall be responsible for any costs arising in the reparation of same, including all costs and expenses incurred by the venue owner and/or operator of the Registered Ground or such other stadium in which a Match is played.
- 21.3 The Scottish FA shall have the power to require such reports as it may consider necessary in relation to such damage and the appropriate amount(s), if any, which should be paid and by which Club(s).
- 21.4 The provisions of this Competition Rule 21 are without prejudice to the terms of Article 28.

# 22. DISAGREEMENT ON DATE OF MATCH

- 22.1 Subject to the remainder of the terms of this Competition Rule 22, in any case where the date of a Match is not specified within these Competition Rules and/or not decided upon by the Board, and the two competing Clubs are unable to reach agreement as to when the Match should be played or replayed, the Home Club for that Match shall decide when a Match is to be played.
- 22.2 In exceptional circumstances, where it can be demonstrated that the terms of Competition Rule 22.1 should not apply, the Board shall decide when a Match is to be played.

# 23. REFUSAL OR FAILURE TO PLAY

- 23.1 All Clubs shall play in every Match in which they are scheduled to play.
- 23.2 No Club shall refuse or fail to play in a Match in which it is scheduled to play.
- 23.3 Notwithstanding the foregoing provisions of this Competition Rule 23, and without prejudice to any disciplinary proceedings before the Judicial Panel under and in terms of the Judicial Panel Protocol and/or any sanctions that may be imposed under the Judicial Panel Protocol in respect thereof, where a Club fails to play in a Match in which it is scheduled to play, the other Club drawn to play in the said Match shall automatically progress to the next Round of the Competition.

# 24. CLUB WITHDRAWING FROM COMPETITION

- 24.1 Any Club intending to withdraw from the Competition must notify its intention to do so in writing to the Scottish FA, and the Club that it is scheduled to play in the next Match, not less than four days before the date the Match is scheduled for.
- 24.2 A Club may only withdraw from the Competition with the prior written consent of the Board.
- 24.3 Where a Club which has been drawn to play in a Match withdraws from the Competition in accordance with this Competition Rule 24 prior to such Match being played, the other Club drawn to play in the said Match shall automatically progress to the next Round of the Competition.

#### 25. ADMISSION CHARGES AND MATCH EXPENSES

25.1 When a Match, other than the Final Tie, is played on the ground of one of the competing clubs, the Home Club shall be responsible for all ground expenses. If a charge is made for admission, the Home Club shall retain all of the sums received.

- 25.2 Each competing club shall be responsible for its own matches.
- 25.3 When the Final Tie is hosted by one of the competing clubs, the gross gate receipts shall be forwarded to the Scottish FA. After payment of the match expenses, any surplus remaining shall be divided equally between the two competing clubs.
- 25.4 When the Final Tie is played on a neutral ground, the host club shall forward to the Scottish FA the amount of gross gate receipts less a ground rental equivalent to 20% of the net gate receipts, or £500 whichever is greater. After payment of the match expenses, any surplus remaining shall be divided equally between the two competing clubs.

#### 26. COMPLIMENTARY TICKETS

- 26.1 The Home Club shall provide to the Away Club up to a maximum of five complimentary tickets or the Home Club's directors' seating area. These tickets shall give access to reserved seats.
- 26.2 In addition to the tickets provided for in Competition Rule 26.1, it shall be open for the Home Club and the Away Club to determine, between them, the number of further complimentary tickets to be given by the Home Club to the Away Club.
- 26.3 The particular accreditation necessary for Players, officials, Team Staff, Team Officials and any other staff to permit entry to the dressing room area within a Registered Ground and other designated areas, shall be agreed between the Home Club and the Away Club, and failing which shall be determined by the Scottish FA.

#### 27. TRAVEL – FINANCIAL GUARANTEE

27.1 The Scottish FA will, as a measure of financial assistance, provide a payment to each Away Club, which requires travel from a Club's Registered Ground to the Registered Ground at which the Match is being played of a distance of more than 50 miles to play a Match. In such event, and subject to the submission of an original travel invoice, the Scottish FA will contribute up to a maximum of £450 to such Club.

# 28. AWARDS TO PLAYER, OFFICIALS AND MATCH OFFICIALS

The Scottish FA shall present a medal or a souvenir in such forms as the Board may decide to the Players appearing on the Official Team Line of the Clubs that participated in the Final Match, the Manager or Head Coach of both such Clubs and to the Match Officials who officiated in the Final Match.

#### 29. ALTERATIONS AND ADDITIONS TO RULES

The Board shall have the power to temporarily suspend, amend or add to these Competition Rules as circumstances may dictate from time to time, as it deems appropriate in its reasonable discretion, to facilitate the smooth running of the Competition, or in order to ensure that the Scottish FA is capable of meeting the commitments made by it under the terms of its television, sponsorship and other commercial contracts.

Any matter not specifically mentioned in these rules shall be governed by the terms of the Articles of Association and the rules of the Scottish Football Association Challenge Cup.

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# **REGISTRATION PROCEDURES**

# **PART A: PRELIMINARY PROVISIONS**

#### 1. OPERATIVE PROVISIONS

- 1.1 In terms of Article 5.1 (b)(iv), Article 5.2 (c)(iv) and the declaration in the Registration Forms Clubs, Players, Officials and other appropriate persons under the jurisdiction of the Scottish FA agree to be bound by the Registration Procedures as amended from time to time.
- 1.2 No Player shall be entitled to play Association Football in Scotland under the auspices of the Scottish FA, and no Official shall be entitled to carry out a role at a Club, Affiliated National Association, Affiliated Association or Recognised Football Body, unless they are registered at the Scottish FA in accordance with the Registration Procedures.
- 1.3 A Player registered under these Registration Procedures may only play Association Football in Scotland, and an Official registered under these Registration Procedures may only carry out a role at a Club, Affiliated National Association, Affiliated Association or Recognised Football Body, in accordance with, and subject to, the particular rules contained herein.
- 1.4 Players, Clubs, Officials and other persons under the jurisdiction of the Scottish FA must comply with the FIFA Regulations on the Status and Transfer of Players as may be amended by FIFA from time to time ("FIFA Regulations") and with the rules of the competition in which a Player is playing. The current FIFA Regulations can be found at Regulations-on-the-Status-and-Transfer-of-Players-January-2025-edition.pdf
- 1.5 Subject to Paragraph 2.1 below, notwithstanding registration at the Scottish FA in terms of these Registration Procedures, Clubs, Players and Officials also have to comply with the appropriate eligibility rules in place for competitions in which they compete.
- Notwithstanding registration at the Scottish FA in terms of these Registration Procedures, Clubs have to comply with relevant employment legislation in force from time to time together with (where relevant) the Endorsement Requirements which are set out at Annex 3 hereto as may be amended from time to time.
- Terms in these Registration Procedures shall be as defined in Annex 1. Disputes will be referred in accordance with the specific provisions within these Registration Procedures which provide for determination of disputes in accordance with Annex 2. Clubs shall comply with the Endorsement Requirements at Annex 3 hereto (or as amended from time to time), in terms of Paragraph 1.6 above. Players shall be registered by way of the form in Annex 4, and the particular provisions of these Registration Procedures. Officials shall be registered by way of the form in Annex 5, and the particular provisions of these Registration Procedures. Clubs in membership of the Scottish Iunior FA and also clubs in membership of any relevant Affiliated Associations and Recognised Football Bodies (aside from those in the Scottish Professional Football Legaue or the Scottish Women's Premier Legaue) shall enter into agreements with their Players by way of the form in Annex 6. Annex 7 applies to Club Academy Scotland Players and all Scottish Professional Football League Under 18 Players. Clubs shall comply with the provisions of Annex 8 in terms of any compensation, training fund contributions or Training Compensation which they require to pay. Clubs shall comply with the rules set out in Annex 9 regarding their approaches for signing Scottish Youth FA Clubs' registered Players and Club Academy Scotland Players. Clubs shall comply with the eligibility provisions contained at Annex 10. Clubs shall only sign Amateur

Players, who are also Recreational Players, in accordance with the provisions of Annex 11 and the particular provisions of these Registration Procedures. Disputes requiring the determination of a registration issue for Club Academy Scotland Players will be dealt with under Annex 12.

1.8 These Registration Procedures were approved by the Board of the Scottish FA on 19 June 2025 and are deemed to have entered into force on 19 June 2025.

#### 2. INTERPRETATION

- 2.1 Unless otherwise provided for, where Competition Rules conflict with the Registration Procedures, then the Registration Procedures shall take precedence.
- 2.2 References herein to Paragraphs are to the paragraphs and rules set out in these Registration Procedures.
- 2.3 Terms herein referring to natural persons are applicable to both genders. Any term in the singular shall include the plural and vice versa.
- 2.4 References herein to the Articles are to the Articles of Association of the Scottish FA (as may be amended from time to time)
- 2.5 For the purpose of the Registration Procedures, unless otherwise specifically stated herein, the terms set out in Annex 1 are as defined therein.

# PART B: PARTICULAR PROVISIONS RELATING TO PROFESSIONAL PLAYERS

#### 3. REGISTRATION PERIODS

- 3.1 Registration Periods will apply to Professional Players who compete in football at Scottish Professional Football League level and Scottish Women's Premier League level.
- 3.2 To those Clubs to which Registration Periods apply, a Professional Player may only be registered to play with such a Club during one of two Registration Periods per year as determined by the Board from time to time. Notwithstanding the foregoing provision, and subject to Paragraph 3.3 below, a Professional Player who at the conclusion of a Registration Period is not registered to a Club, may sign and be registered for a Club outwith the Registration Period.
- 3.3 Internationally and Domestically a Professional Player may be registered with a maximum of three Clubs to which Registration Periods apply during one Season. Notwithstanding the foregoing the Professional Player is only eligible to play Official Matches for two Clubs, to which Registration Periods apply, in any one Season.
- 3.4 Subject to Paragraph 3.2, the Scottish FA will only effect the registration of Professional Players during the two Registration Periods. The Scottish FA will provide the Club for which the Professional Player is registered with a Player Passport indicating the Club(s) said Player has been registered with since his 12th birthday. The date and time of registration will be recorded by the Scottish FA in the Audit Log.
- 3.5 The Scottish FA may in its absolute discretion, in exceptional circumstances, sanction an application for registration of a Professional Player outwith the Registration Periods subject to specific conditions, Board approval and, where required, approval of FIFA.

#### 4. GENERAL

- 4.1 Provided that, in respect of relevant Players it is during a Registration Period, or special dispensation has been granted in accordance with Paragraph 3.5 of the Registration Procedures, every Player who has entered into an agreement with a Professional Club, providing for payment to him of wages, shall be registered at the Scottish FA as a Professional Player upon a Player Registration Form. For the avoidance of doubt, an Amateur Player who signs a Player Registration Form as a Professional Player immediately ceases the status of an Amateur Player and acquires the status of a Professional Player.
- 4.2 A Player who has not attained School Leaving Age shall not be a Professional Player and shall not be registered at the Scottish FA as a Professional Player upon the Player Registration Form.
- 4.3 A Player, who is under 18 years of age at the date of signing as a Professional Player upon the Player Registration Form may only be registered for a period not exceeding 3 years. Any clause referring to a longer duration within the relative agreement between the Player and the Club shall not be recognised and in such circumstances, the Player's registration shall cease after 3 years, from the date of the signing as a Professional Player upon the Player Registration Form.
- 4.4 The registration of a Player who is 18 years of age and over at the date of signing the Player Registration Form may be registered for a period up to but not exceeding 5 years from the date of the signing of the Player Registration Form. Agreements of any other length shall only be permitted if consistent with national laws.

- 4.5 A registration of a Professional Player upon the Player Registration Form shall be binding on the Player and Club until the date on which the agreement between the Club and the Player terminates unless terminated at an earlier date in accordance with Rule 18.3 of the Registration Procedures.
- 4.6 Such registration shall continue and remain effective and binding on the Player and the Club if a new agreement is concluded and is properly lodged with the Scottish FA in accordance with the Registration Procedures, not later than the date on which an existing agreement terminates.

#### 5 REGISTRATION OF PROFESSIONAL PLAYERS

#### 5.1 General

- 5.1.1 All Clubs shall use the Player Registration Form to register Professional Players.
- 5.1.2 The Player Registration Form will not be valid unless it is accompanied by any contract entered into between the Club concerned and the Player stating all the terms and conditions in conformity with Rule 7 of the Registration Procedures and/or the specific rules of the Scottish Professional Football League or the Scottish Women's Premier League (as the case may be), if applicable.
- 5.1.3 Unless otherwise permitted by the specific Competition Rules, a Professional Player who is registered by means of a Player Registration Form, may only play in the terms set out at paragraph 1.4 of Annex 10 of the Registration Procedures.

# 6 TRANSFERS/LOANS

#### 6.1 General

6.1.1 The terms of Paragraph 6.2 below shall apply to the transfer of a Professional Player and the terms of Paragraph 6.3 below shall apply to the loan of a Professional Player.

#### 6.2 Transfer

- 6.2.1 Provided that it is during a Registration Period, applicable to Scottish Professional Football League Clubs or the Scottish Women's Premier League (as the case may be) only, or special dispensation has been granted in accordance with Paragraph 3.5, a Professional Player, may have his registration transferred immediately to another Club, via Scottish FA Comet. All relevant documentation, including the agreement between the Player and his new Club, pursuant to Rule 7, must be uploaded to Scottish FA Comet as part of the transfer transaction.
- 6.2.2 The Player's current registration will be terminated on, and his registration with the Club to which his registration is to be transferred to shall be effective from, the date of registration as confirmed by the Audit Log.
- 6.2.3 The Clubs shall each be issued with electronic confirmation of the transfer of registration from the Scottish FA.

#### 6.3 Loan

6.3.1 Subject to the rules of any other Recognised Football Body, a Player may have his registration loaned to another Club.

- 6.3.2 The loan of a Professional Player will be submitted via Scottish FA Comet together with any loan agreement, signed by the Player and on behalf of each Club concerned by a Club Representative, detailing the terms and conditions of the Professional Player's loan.
- 6.3.3 The loan of the Professional Player's registration will be effective from the date of registration as contained on the Audit Log.
- 6.3.4 The loan of a Professional Player's registration once effected, shall continue in force until the expiry date of the period of the loan, unless the terms and conditions of the loan of registration contain provision for the early termination and/or all parties otherwise agree that the loan should be terminated early. Such termination shall be submitted via Scottish FA Comet and must include signed confirmation from the Professional Player and Club Representatives of each Club concerned agreeing to such early termination.
- 6.3.5 On the termination of a loan of registration, the Professional Player's registration shall immediately revert to the Club from which his registration was loaned subject to the rules of any other Recognised Football Body where applicable.

#### 7. AGREEMENT BETWEEN CLUB AND PLAYER

#### 7.1 General Provisions

- 7.1.1 This Rule 7 does not apply to Clubs in membership of the Scottish Professional Football League or the Scottish Women's Premier League.
- 7.1.2 All provisions of this Rule 7 must be embodied in all Agreements between Players and Clubs.
- 7.1.3 A Club (aside from those Clubs in the Scottish Professional Football League or the Scottish Women's Premier League) must enter into a written agreement with each Professional Player it registers in the form contained at Annex 6. Aside from the form contained at Annex 6 of these Registration Procedures, no further agreement of any description shall be entered into between Clubs (aside from those Clubs in the Scottish Professional Football League or the Scottish Women's Premier League) and professional Players.

#### 7.2 Written agreements between Player and Club

- 7.2.1 In the case of a Professional Player who has attained 18 years of age at the date of signing then such Agreement between Professional Player and Club may be for a period of time of not less than 28 days and not more than 5 years. Any clause referring to a longer duration within the relative Agreement between Professional Player and Club who has attained 18 years of age at the date of signing shall only be permitted if consistent with national laws.
- 7.2.2 In the case of a Professional Player, who is under 18 years of age at the date of signing, then such Agreement between Professional Player and Club may not be for a period of time exceeding 3 years. Any clause referring to a longer duration within the relative agreement between the Professional Player and the Club shall not be recognised and in such circumstances, the Agreement shall cease after 3 years, from the date of the Agreement.

- 7.2.3 All the terms and conditions must be recorded on the Agreement prior to the Agreement between Professional Player and Club being signed by the Professional Player and a Club Representative of the Club concerned and lodged with the Scottish FA via Scottish FA Comet, together with the Professional Player's Player Registration Form. A duplicate, also signed by all parties, shall be given to the Professional Player by the Club.
- 7.2.4 All special provisions shall apply to female players, in accordance with FIFA Article 18 quater.
- 7.2.5 All payments, benefits, or considerations of any description which are made to a Professional Player by or on behalf of a Club (aside from those Clubs in the Scottish Professional Football League or the Scottish Women's Premier League) in respect of or in connection with such Professional Player's playing or training activities for such Club (other than re-imbursement of expenses actually incurred) must be fully recorded upon the relevant written Agreement contained at Annex 6 of the Registration Procedures between the Club and the Professional Player prior to it being signed by all parties. The executed Player Agreement must be submitted to the Scottish FA. No other payments for his playing activities may be made to a Professional Player via a third party or otherwise.
- 7.2.6 If the services of a Football Agent have been used in contractual negotiations the Clubs shall ensure that the Football Agent's name and signature appears upon the relevant agreement.
- 7.2.7 If the services of a Football Agent have not been used then the Club must expressly state this upon the relevant agreement.

#### 7.3 Notice of Termination of Agreement and Player's Right of Appeal

- 7.3.1 When an agreement between a Club and a Professional Player who has signed a Player Registration Form, is the subject of a notice of termination by the Club, the registration of the Professional Player at the Scottish FA shall be terminated by the Scottish FA, 5 days after being advised of such termination subject to the Professional Player's right of appeal against such termination contained in Annex 2 of the Registration Procedures. It is the club's responsibility, when issuing a notice of termination, to advise the player of his right of appeal under Annex 2. Where a contractual dispute has arisen between a Club and Professional Player in relation to the termination of such agreement, such dispute shall be resolved in accordance with the Dispute Resolution Procedure contained at Annex 2 of the Registration Procedures.
- 7.3.2 In the event of such Professional Player not commencing arbitration in accordance with the Dispute Resolution Procedure contained in Annex 2 here to against termination of his engagement within 5 days of the notice of termination, the Player's registration at the Scottish FA shall be terminated.

#### 7.4 Suspension of Player

A Professional Player who is registered with a Club by means of a Player Registration Form shall, during the period of any suspension imposed upon him for any reason other than breach of contract, be paid the basic minimum wage to which he is entitled under the terms of his written agreement with the Club.

#### 8 BREACH OF CONTRACT

- 8.1 A Professional Player, who leaves a Club in violation of his agreement with that Club may be suspended and may be liable to sports sanctions and the payment of any compensation claims in accordance with the Judicial Panel Protocol and/or the FIFA Regulations, as appropriate.
- 8.2 A Club who dismisses a Professional Player in violation of his agreement with that Professional Player may be liable to sports sanctions and the payment of any compensation claims in accordance with the Judicial Panel Protocol and/or the FIFA Regulations, as appropriate.
- 8.3 A Club, or any other person under the jurisdiction of the Scottish FA, which induces a Professional Player to break his agreement with another Club may be liable to sports sanctions and the payment of any compensation claims in accordance with the Judicial Panel Protocol and/or the FIFA Regulations, as appropriate.
- 8.4 A Club, or any other person under the jurisdiction of the Scottish FA, which induces another Club to break their agreement with a Professional Player may be liable to sports sanctions and the payment of any compensation claims in accordance with the Judicial Panel Protocol and/or the FIFA Regulations, as appropriate.

# PART C: PARTICULAR PROVISIONS RELATING TO OFFICIALS

#### 9 GENERAL

9.1 All Clubs shall use the Officials Registration Form to register Officials (i) who are Team Officials, other members of Team Staff or Team Scouts; or (ii) whom they wish to include on a team line or otherwise represent them within the technical area at any match. Clubs may also use the Officials Registration Form to register any other Official.

# PART D: PARTICULAR PROVISIONS RELATING TO AMATEUR PLAYERS

#### 10 GENERAL

10.1 Clubs may sign and register an Amateur Player by registering them as an Amateur Player upon the Player Registration Form. For the avoidance of doubt, a player who was last registered as a Professional Player may not register as an Amateur Player until at least 30 days after his last match as a Professional Player, in accordance with the Articles and the FIFA Regulations.

#### 10.2 Terms and Conditions

The following terms and conditions shall apply in relation to registrations of Amateur Players:

- 10.2.1 An Amateur Player shall be subject to the Articles and the Registration Procedures.
- 10.2.2 An Amateur Player shall not be paid any remuneration by the Club or any third party for his playing activities other than the expenses he effectively incurs in return for his footballing activity. It shall be a breach of the Scottish FA's Disciplinary Rules, and thus subject to disciplinary action in accordance with the Judicial Panel Protocol, to pay an Amateur Player for his playing activities other than the expenses he effectively incurs in return for his footballing activity.

- 10.2.3 An Amateur Player registered with a Club on the Player Registration Form will be registered with that Club until such time as either the registration is terminated or is transferred to another Club.
- 10.2.4 Subject to the terms of Paragraph 10.2.5 below, an Amateur Player may only be registered as an Amateur Player, under the Player Registration Form for one Club.
- 10.2.5 An Amateur Player, who is also a Recreational Player, may be registered with more than one Club, subject to the relevant provisions of the rules and regulations of the relevant Affiliated National Association and, where applicable, the Registration Procedures.

# PART E: PARTICULAR PROVISIONS RELATING TO CLUB ACADEMY SCOTLAND PLAYERS

#### 11 GENERAL

- 11.1 A Player qualified by age as stipulated under this Rule 11 may be registered as Club Academy Scotland Player upon a Player Registration Form by a Professional Club. The application of Registration Periods, Domestically, does not apply to Club Academy Scotland Players.
- 11.2 A Player who has attained 9 years of age and who will attain 10 years of age during the calendar year of signing is eligible to sign and be registered at the Scottish FA as Club Academy Scotland Player. To be valid the Player Registration Form must be completed and signed by the Player, the Player's parent(s)/guardian(s)/carer(s) and submitted by a Club Representative. By signing the Player Registration Form, all parties are agreeing to be bound by the Scottish FA Club Academy Scotland Player Declaration Form in all cases and the Scottish Professional Football League Code of Conduct if the club is also in membership of that body.
- 11.3 The qualifying date for each Age Group is a Player born on or after 1st January of the appropriate year up to and including Age Group 17, as detailed below.

#### Season 2025/2026:

Age Group 10 – born on or after 1st January, 2015 and not after 31st December, 2015 Age Group 11 – born on or after 1st January, 2014 and not after 31st December, 2014 Age Group 12 – born on or after 1st January, 2013 and not after 31st December, 2013 Age Group 13 – born on or after 1st January, 2012 and not after 31st December, 2012 Age Group 14 – born on or after 1st January, 2011 and not after 31st December, 2011 Age Group 15 – born on or after 1st January, 2010 and not after 31st December, 2010 Age Group 16 – born on or after 1st January, 2009 and not after 31st December, 2009

A player born in 2009 and registered for a Club for Season 2025/2026 will be registered, unless terminated at an earlier date, until 30 June 2026 and the player will not be eligible to be registered on this type of registration thereafter.

11.4 A Club competing within the Club Academy Scotland Programme at Elite level may have a maximum of 120 Players registered as a Club Academy Scotland Player at any one time. Clubs competing within Performance Progressive and Performance levels may have a maximum of 105 Players registered as a Club Academy Scotland Player at any one time. Clubs competing in the Advanced Youth Programme may register up to 16 Players as Club Academy Scotland Player within each Age Group that it is participating in.

- 11.5 Subject to Paragraph 11.7 of the Registration Procedures, the registration of a Club Academy Scotland Player will lapse automatically at the end of the Season in which such Club Academy Scotland Player and his parent(s)/guardian(s)/carer(s) signed the Player Registration Form and the Club Academy Scotland Player will be free to sign with another Club thereafter. Providing the former Club of an such Club Academy Scotland Player has conformed with the End of Season Procedures set out in Paragraph 12 of the Registration Procedures, it will have retained a right to Training Compensation as provided for in Annex 8 of the Registration Procedures.
- 11.6 An Elite level Club in the Club Academy Scotland Programme ("Club A") shall not be entitled to register as a Club Academy Scotland Player in respect of any Season more than one Player who was registered as a Club Academy Scotland Player with the same Club in the Club Academy Scotland Programme ("Club B") in the same or the immediately preceding Season in the same Age Group, unless Club A and Club B agree that Club A may sign more than one such Player in such circumstances. For the avoidance of doubt, the foregoing provision:
  - 11.6.1 shall not apply to any Player who did not receive an offer of a further period of registration from Club B prior to the expiry of his Player Registration Form with Club B in accordance with the End of Season Procedures set out in Rule 12 of the Registration Procedures; and
  - 11.6.2 shall not prevent Club A from registering as a Club Academy Scotland Player in respect of the said Season not more than one Player who was registered as a Club Academy Scotland Player with any Club(s) other than Club B in the Club Academy Scotland Programme in the same or the immediately preceding Season in the same Age Group.
- 11.7 Subject to Paragraph 11.9 of the Registration Procedures, the registration of a Club Academy Scotland Player with an Elite level Club in the Club Academy Scotland Programme for Age Group 15 shall be brought forward to Age Group 16 for the following Season on the existing Player Registration Form. Clubs must ensure that the Player and his parent/guardian are fully aware of the duration of this registration at the time of signing the registration form. Notwithstanding the foregoing, such Elite level Club and such Club Academy Scotland Player (and his parent/guardian) may at any time during such period of registration agree in writing that the registration shall lapse at the end of the then-current Season (or such earlier date as such Elite level Club and such Club Academy Scotland Player and his parent/guardian agree in writing), and the Club Academy Scotland Player will be free to sign with another Club thereafter. The relevant Elite level Club shall notify the Scotlish FA within 5 working days of any such agreement being reached with the Club Academy Scotland Player and his parent/guardian.
- 11.8 Where a Club which is not for the time being an Elite level Club in the Club Academy Scotland Programme is subsequently awarded Elite level status in the Club Academy Scotland Programme, the provisions of Paragraph 11.7 of the Registration Procedures shall apply to any registration of Club Academy Scotland Players with such Club for Age Group 15 or Age Group 16 which is submitted at any time after the date on which such Club's change in status to Elite level becomes effective.
- 11.9 Notwithstanding the terms of Paragraph 11.7 of the Registration Procedures, where a Club which is for the time being an Elite level Club in the Club Academy Scotland Programme is subsequently awarded a status in the Club Academy Scotland Programme other than Elite level status, the registration of any Club Academy Scotland Player registered with such Club for Age Group 15 or Age Group 16 pursuant to a Player Registration Form submitted before such Club's change in status will lapse automatically at the end of the

- Season during which (or, if no Season is then current, immediately following which) such Club's change in status becomes effective and the Club Academy Scotland Player will be free to sign with another Club thereafter.
- 11.10 A Club Academy Scotland Player may, within one month prior to the end of the Season of expiry of his Player Registration Form sign and be registered with that Club for the following Season unless his current registration is at Age Group 16 in which case the Player Registration Form will lapse at the end of that Season unless terminated at an earlier date under the terms of Paragraph 12 of the Registration Procedures.
- 11.11 To be valid the Player Registration Form of a Club Academy Scotland Player who has not yet attained 16 years of age, or 18 years of age if registered with a Club in the Scottish Professional Football League, at the date of signing must in all cases be signed by the Player's parent(s)/guardian(s)/carer(s).
- 11.12 Subject to the foregoing, should a Club Academy Scotland Player aged 9, 10 or 11 have his Player Registration Form terminated at the request of his parent(s)/guardian(s)/carer(s) then such Player will not be eligible to sign another Player Registration Form with any Club participating in the Club Academy Scotland Programme during the course of the remainder of the Season of termination. In exceptional circumstances however, the Scottish FA may allow said Player to sign such form.

#### 12 END OF SEASON PROCEDURES - CLUB ACADEMY SCOTLAND PLAYERS

12.1 In respect of all Club Academy Scotland Players, not later than 30th June in each playing Season the Club shall notify the Scottish FA, the Player, (in the case of an Amateur Player who has not yet attained 16 years of age, or 18 years of age if registered for a Club in the Scottish Professional Football League) his parent(s)/guardian(s)/carer(s) and any other Recognised Football Body where applicable, of any offer of a further period of registration made to the Player, such notice to be served by recorded delivery or by email, provided that (i) the Club shall demonstrate receipt of the relevant recorded delivery (by way of signed receipt for such recorded delivery) or email (by way of read receipt) by all parties upon whom notice must be served under this Paragraph 12.1 and (ii) the notice shall be recorded on Scottish FA Comet.

#### 13 YOUNG PLAYER'S WELLBEING PANEL PROCEDURE

- 13.1 A Club Academy Scotland Player and/or their parent/carer or such a Player's Club who have been unable to resolve a registration issue can refer such matter to the Young Player's Wellbeing Panel in accordance with the terms of Annex 12 of the Registration Procedures
- 13.2 In the event that the Young Player's Wellbeing Panel Tribunal determine that a Club or Club Academy Scotland Player has used the Procedure set out in Annex 12 of the Registration Procedures to circumvent the Registration Procedures, the matter may be referred to the Judicial Panel. The Judicial Panel will have jurisdiction to deal with any such alleged breach and to impose sanctions in relation to it as prescribed within the Judicial Panel Protocol.

# PART F: GENERAL PROVISIONS

#### 14 DISPUTE RESOLUTION

14.1 Subject to the remainder of Rule 14, below, any dispute arising out of the Registration Procedures between and/or amongst Players, Officials, Clubs and/or the Scottish FA and/or

- any other person under the jurisdiction of the Scottish FA shall be determined in accordance with the Dispute Resolution Procedure contained at Annex 2 of the Registration Procedures.
- 14.2 Any dispute regarding the application of the Registration Procedures, including the FIFA Regulations, Internationally, will be determined by FIFA in accordance with the FIFA Regulations.
- 14.3 Any dispute between a Player or an Official and his Club in membership of an Affiliated National Association shall be determined by the relevant Affiliated National Association, subject to a right of appeal to the Judicial Panel in accordance with the Judicial Panel Protocol.
- 14.4 Any dispute regarding Agreements/Contracts of Employment between a Club in membership of the Scottish Professional Football League and a Player or an Official, shall be determined in terms of the rules and provisions of the Scottish Professional Football League.
- 14.5 Any dispute regarding Agreements/Contracts of Employment between a Club in membership of the Scottish Women's Premier League and a Player or an Official, shall be determined in terms of the rules and provisions of the Scottish Women's Premier League, subject to a right of appeal to the Judicial Panel in accordance with the Judicial Panel Protocol.
- 14.6 Any dispute regarding compensation entitlement, training fund contribution or Training Compensation in respect of Annex 8 of the Registration Procedures, shall be determined in accordance with Annex 2 and Annex 8 of the Registration Procedures.
- 14.7 Any dispute involving a Club Academy Scotland Player and/or their parent/carer or such a Player's Club who have been unable to resolve a registration issue, shall be determined in accordance with Annex 12 of the Registration Procedures.

#### 15 COMMUNICATIONS

- 15.1 In exceptional circumstances and/or where it is not possible to submit a Registration Form and associated paperwork, or any other information or documentation required to be submitted under these Registration Procedures, utilising Scottish FA Comet, then hard copy documentation requires to be submitted to the Scottish FA.
- 15.2 Unless otherwise provided within the Registration Procedures, a communication or documentation in respect of the Registration Procedures shall be made or delivered by any of the following means:
  - 15.2.1 By first class ordinary or recorded or registered delivery post;
  - 15.2.2 By hand delivery or courier;
  - 15.2.3 By email to an intimated email address; or
  - 15.2.4 By any combination of the above.
- 15.3 Unless otherwise provided within the Registration Procedures, a communication or documentation shall be deemed to have been delivered:
  - 15.3.1 If issued by recorded delivery or registered first class post, and upon production of evidence of posting by recorded or registered delivery, on the day after the posting of the letter;

- 15.3.2 If issued by hand or by courier, on the date of delivery upon evidence of delivery by hand or courier; or
- 15.3.3 If issued by email, and upon evidence of sending by email or fax, on the day on which the email was sent:
- 15.4 Unless otherwise provided within the Registration Procedures, where a communication is communicated orally, at a hearing, it shall be deemed to have been communicated on the date when the communication was made.
- 15.5 Unless expressly provided otherwise, where there is a requirement under these Registration Procedures to lodge, submit, notify or otherwise communicate with the Scottish FA, the relevant lodgement, submission, notification or other communication shall be addressed to Scottish FA, Hampden Park, Glasgow G42 9AY or registrations@scottishfa.co.uk (as the case may be), in each case marked for the attention of "Registrations Department".

#### 16 INFORMATION AND PERSONAL DATA

- 16.1 The Scottish FA is the data controller in respect of any personal data provided to the Scottish FA as a result of the Registration Procedures and the Scottish FA will process such personal data in accordance with its obligations under the Data Protection Act 2018.
- 16.2 The Scottish FA will use personal data for the purposes set out in the Registration Procedures and in any privacy notice which the Scottish FA makes available to data subjects from time to time. This may include obtaining an individual's personal data from a third party or disclosing an individual's personal data to a third party where that is necessary for the purpose of proceedings arising in terms of the Registration Procedures and subject to the consideration of the rights, freedoms and legitimate interests of the data subject.

#### 17 PERIODS OF TIME

- 17.1 Unless otherwise provided within the Registration Procedures, periods of time are to be calculated for the purpose of the Registration Procedures as follows:
  - 17.1.1 Where an act requires to be done within a specified period after or from a specified date or event, the period begins on the date immediately following such specified date.
  - 17.1.2 Where a period is defined in a number of days, then every day shall count whether or not it is a weekend or a public holiday, unless expressly provided elsewhere in the Registration Procedures.
  - 17.1.3 Where an act requires to be done by a specified time, all times will be local time, unless otherwise specified.

#### 18 REGISTRATION FORMS

#### 18.1 General

18.1.1 A Player shall be deemed to be registered at the date and time upon which his Player Registration Form and any agreement if applicable has been received by the Scottish FA via Scottish FA Comet, and is fully compliant with the Registration Procedures, and as confirmed by the Audit Log except (i) where another provision of any rules or regulations of the Scottish FA expressly

provides otherwise and (ii) in a case when a FIFA International Transfer Certificate is required in which case the date of registration will be as the date of receipt of the Certificate. Acknowledgement of the registration will be via Scottish FA Comet when the Player's name appears on the Club's list of registered Players. The Club will have access to the Player Passport history in accordance with the FIFA Regulations via Scottish FA Comet. The player passport history will also be available to FIFA via the FIFA Connect System.

- 18.1.2 An Official shall be deemed to be registered at the date and time upon which his Officials Registration Form has been received by the Scottish FA via Scottish FA Comet, and is fully compliant with these Registration Procedures, and as confirmed by the Audit Log, except where another provision of any rules or regulations of the Scottish FA expressly provides otherwise. Acknowledgement of the registration will be via Scottish FA Comet when the Official's name appears on the Club's list of registered Officials.
- 18.1.3 A Registration Form, which is lodged with the Scottish FA and which is not compliant with these Registration Procedures shall be invalid.

#### 18.2 Completion of Registration Forms

- 18.2.1 All fields on a Registration Form must be completed and properly inserted and all details including the date of signing must be accurate. Failure to do so will result in the Registration Form being deemed to be invalid and the registration not being completed.
- 18.2.2 The Player Registration Form must be signed by the Player and submitted by a Club Representative. The Officials Registration Form must be signed by the Official and submitted by a Club Representative.
- 18.2.3 Without prejudice to the terms of Paragraphs 11.2 and 11.11 of the Registration Procedures, in the case of a Player who has not attained the age of 16 (or 18, in the case of a Player who is registered or is registering with a Club in the Scottish Professional Football League) at the date of signing then the signature of the Player and the Player's parent(s) or guardian(s)/carer(s) is required, save where the Player is being registered as a Recreational Player, in which case only the signature of the Player's parent(s) or guardian(s)/carer(s) is required (although the Player may, at his/her sole discretion, also sign the Registration Form in this case).
- 18.2.4 In the case of an Official who has not attained the age of 16 (or 18, in the case of an Official who is registered or is registering with a Club in the Scottish Professional Football League) at the date of signing then only the signature of the Official's parent(s) or guardian(s)/carer(s) is required (although the Official may, at his/her sole discretion, also sign the Registration Form in this case).
- 18.2.5 Wherever possible, a Registration Form and associated paperwork should be submitted via Scottish FA Comet. Hard copy original documentation is not required for registration documentation submitted and accepted via Scottish FA Comet.

#### 18.3 Termination of Registration Forms

8.3.1 Player Registration Forms may be terminated by the following means:

- 18.3.1.1 if in respect of a Professional Player by the Club processing the termination on Scottish FA Comet and uploading a written agreement to the termination which must be signed by the Player and a Club Representative;
- 18.3.1.2 if in respect of an Amateur Player by the Club processing the termination on Scottish FA Comet;
- 18.3.1.3 if in respect of a Club Academy Scotland Player, where such termination is by mutual consent, by the Club processing the termination on Scottish FA Comet and uploading a written agreement to the termination, which must be signed by the Player and/or his parent/carer and a Club Representative:
- if in respect of a Club Academy Scotland Player, where such termination is solely at the request of the Player and/or his parent/carer, by the Club processing the termination on Scottish FA Comet and uploading written confirmation that the termination is being made at the request of the Player and/or his parent/carer, which must be signed by the Player and/or his parent/carer. In such circumstances, the Club will retain its right to Training Compensation in accordance with the terms of Annex 9 of these Registration Procedures;
- 18.3.1.5 if the matter relates to a Club Academy Scotland Player, then such Player may request that his Club terminates his registration if at the end of the season, in relation to Game Time, he has played in less than 25% of his Club's Club Academy Scotland matches that he was eligible to and otherwise able to participate in. If such Player's Club agrees that the Player did play in less than 25% of his Club's Club Academy Scotland matches that he was eligible to and otherwise able to participate in, the registration shall be terminated. In the event of any dispute as to whether or not such Player shall be entitled to have his Player Registration Form terminated without the Training Compensation which may have been due to the Club under these Registration Procedures, then such dispute should be referred to the Young Player's Wellbeing Panel in accordance with Paragraph 13 of the Registration Procedures. Under the terms of this Paragraph 18.3.1.5 a Player may only apply to the Young Player's Wellbeing Panel in the 14 days following the end of the Season of his registration (1 July to 14 July);
- 18.3.1.6 by the authority of the Scottish FA; or
- 18.3.1.7 as otherwise provided within the Registration Procedures.
- 18.3.2 In the case of Professional Players only, the registration of a Player who moves to another Club or club in membership of another national association, upon a loan basis, will be suspended and the registration held in abeyance for the duration of the loan period upon receipt of a written request for such to the Scottish FA signed by a Club Representative of the Club and the Player. Effect will again be given to the Player's registration (for the then remaining period) upon his return to his Club and receipt by the Scottish FA of the necessary FIFA International Transfer Certificate, if required, when returning from a club in membership of another national association.

- 18.3.3 In the case of an Amateur Player, who is not also a Recreational Player, a Player Registration Form may be terminated by the Amateur Player submitting a written request to the Scottish FA. The Amateur Player's registration will be terminated with effect from 7 days after such written request has been received by the Scottish FA. Such Amateur Player shall only be permitted to invoke this Paragraph 18.3.3 for the termination of his registration up to a maximum of twice in any one Season The following additional terms apply:
  - 18.3.3.1 Should this rule be invoked by a player between 1 June and 31 July (inclusive) it shall not count towards the maximum number of times the player can utilise this rule.
  - 18.3.3.2 Any player who invokes this rule between 1 June and 31 July (inclusive) shall be free to register and play for any club, notwithstanding any provisions contained within league or competition rules to the contrary.
  - 18.3.3.3 A player who invokes this rule to subsequently register as a Professional shall be free to register and play for any club, notwithstanding any provisions contained within league or competition rules to the contrary.
- 18.3.4 Officials Registration Forms may be terminated by the following means:
  - by the Club, Affiliated National Association, Affiliated Association or Recognised Football Body (as the case may be) processing the termination on Scottish FA Comet promptly upon the Official ceasing to carry out a role at such Club, Affiliated National Association, Affiliated Association or Recognised Football Body, for any reason whatsoever;
  - 18.3.4.2 by the authority of the Scottish FA; or
  - 18.3.4.3 as otherwise provided within the Registration Procedures.

# 19 TRANSFERS/LOANS

- 19.1 The transfers and loans of all Players shall be submitted via Scottish FA Comet, uploading the relevant transfer/loan agreements where applicable.
- 19.2 When a player is transferred via Scottish FA Comet then 5% of any compensation fee will be distributed to the Club(s) involved in the training and education of the Player. This distribution will be made in proportion to the number of years the Player has been registered with the relevant Clubs between the ages of 12 and 23. This distribution will be apportioned amongst the Clubs concerned according to the age of the Player at the time they provided him with training and education. Payment must be made by the transferee Club within 30 days of the Player's new registration or within 30 days of a Registration Tribunal having set the compensation fee.
- 19.3 Scottish Youth FA Players

Clubs in membership of the Scottish Youth FA shall record via Scottish FA Comet instances when a Player is registered in accordance with any existing agreements that may be

in place between the Scottish Youth FA and other Affiliated Associations, Affiliated National Associations or Recognised Leagues and providing such agreement(s) have been formerly approved by the Scottish FA.

# 20 THIRD PARTY INFLUENCE/OWNERSHIP

- 20.1 No Club shall enter into a contract which enables the counter club/counter clubs, and vice versa, or any third party to acquire the ability to influence in employment and transfer-related matters its independence, its policies or the performance of its teams.
- 20.2 Clubs that do not observe the obligations set out in this Rule 20 may be liable to sanctions and disciplinary measures in accordance with the Judicial Panel Protocol and/or the FIFA Regulations, as appropriate.
- 20.3 No Club or Player shall enter into an agreement with a third party whereby a third party is being entitled to participate, either in full or in part, in compensation payable in relation to the future transfer of a Player from one Club to another, or is being assigned any rights in relation to a future transfer or transfer compensation.
  - 20.3.1 The interdiction as per Rule 20.3 came into force on 1 May 2015.
  - 20.3.2 Agreements covered by Rule 20.3 which predate 1 May 2015 may continue to be in place until their contractual expiration. However, their duration may not be extended.
  - 20.3.3 The validity of any agreement covered by Rule 20.3 signed between 1 January 2015 and 30 April 2015 may not have a contractual duration of more than one year beyond the effective date.
  - 20.3.4 For the purpose of these regulations a "third party" is defined as a party other than the Player being transferred, the two Clubs transferring the Player from one to the other, or any previous Club, with which the Player has been registered.

#### 21 APPROACH TO PLAYERS

- 21.1 Subject to Paragraph 5 of Annex 9 of the Registration Procedures, a Club or a Football Agent (acting on behalf of a Club) may only approach a Player of another Club providing either he or the Club for whom the Football Agent is acting, has firstly advised, in writing, the Player's current Club of its/his intention to do so and providing, where the Player is a Professional, the Player has only six months or less of his current contract of employment/ registration with his current club, remaining, or where the Player is an Amateur, providing the Player has been registered with his current club for not less than 6 months previously.
- 21.2 Under no circumstances shall a club or a Football Agent directly approach a Player who is a Minor.

# **ANNEX 1**

#### **DEFINITIONS**

Affiliated

 For the purposes of the Registration Procedures (unless otherwise specifically stated herein), the terms set out below are defined as follows:

Means an association which is in full membership of the Scottish FA other

#### **Definitions - Registration Procedures**

Affiliated Association	Means an association which is in full membership of the Scottish FA, other than an Affiliated National Association;
Affiliated National Association	Means each of the Scottish Amateur F.A, the Scottish Junior F.A, the Scottish Schools' F.A, the Scottish Welfare F.A, Scottish Women's Football and the Scottish Youth F.A;
Agreement between Professional Player and Club	Means the Agreement between Professional Player and Club (aside from those Clubs in the Scottish Professional Football League or the Scottish Women's Premier League) as set out in Annex 6;
Amateur Player	Means a player who is not a Professional Player;
Articles	Means the Articles of Association of the Scottish FA;
Association Football	Means any football played under the jurisdiction of FIFA and in accordance with the Laws of the Game;
Audit Log	Means the audit log within Scottish FA Comet which records by date and time each transaction in the registration process of Players;
Board	Means the board of directors of the Scottish FA, which shall comprise all of the Directors from time to time, as constituted in accordance with the Articles;
Club Academy Scotland	Means performance based youth football development programme organised and managed by the Scottish FA for clubs in membership of the Scottish Professional Football League;
Club Academy Scotland Club	Means a Club in membership of the Scottish FA participating in the Club Academy Scotland Programme;
Club Academy Scotland Player	Means an Amateur Player registered to participate in the Club Academy Scotland Programme, who is subject to (inter alia) the particular provisions of Part E of these Registration Procedures;
Club Academy Scotland Programme	Means the approved programme for clubs participating in Club Academy Scotland;
Club	Means a football club playing Association Football in accordance with the provisions set out in the Articles;
Club Representative	Means a representative of a Club who has been provided access to Scottish FA Comet by the Scottish FA;
Commitment Letters	Shall have the meaning prescribed in the Scottish Professional Football League Rules
Competition Rules	Means rules specific to a particular competition

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Compliance Officer	Means the Compliance Officer who shall have general responsibility for observance by all those involved in Association Football in Scotland, of the Disciplinary Rules, including offering fixed term suspensions to Players and Team Staff where provided in the Judicial Panel Protocol and the pursuit of proceedings before Tribunals for enforcement of the Disciplinary Rules, except where enforcement is otherwise provided for in the said Protocol;
Disciplinary	Means the Disciplinary Procedures of the Scottish FA as provided for in the
Procedures	Judicial Panel Protocol;
Dispute Resolution Procedure	Means the dispute resolution procedure as set out in Annex 2 of the Registration Procedures;
Domestically	Means Association Football played within Scotland;
,	
East of Scotland Football League	Means the unincorporated association of football clubs called The East of Scotland Football League;
End of Season Procedures	Means instructions issued to clubs by the Scottish FA for the retention and release of Players at the end of each Season;
Endorsement Requirements	Means the Governing Body Endorsement Requirements as set out in Annex 3;
FIFA	Means Federation of International Football Associations
FIFA Connect System	An information system designed and implemented by FIFA for interface between electronic domestic transfer systems, player registration systems and the FIFA Transfer Matching System for the electronic exchange of information;
FIFA ID	The worldwide unique identifier given by the FIFA Connect System to each club, association and player.
FIFA International Transfer Certificate	Certificate issued between National Associations when a Player moves from one country to another confirming his eligibility to pursue his sporting career with his new Club;
Football Agent	Shall have the meaning as prescribed in the Scottish FA Football Agent Regulations, which came into force on 1st January 2024, as such shall be amended or replaced by the Board from time to time;
Game Time	Period of accumulated time a player is fielded in his club's matches throughout a season where he is eligible and otherwise able to participate;
Internationally	Means when a Player moves from one Club to another, both Clubs being in membership of different National Associations;
Judicial Panel Protocol	Means the Protocol relating to the operation of the Judicial Panel promulgated by the Board from time to time in accordance with the Articles, which provides for the Disciplinary Procedures and the Disciplinary Rules;
Junior Club	Means a Club in membership of the Scottish Junior FA;
Midlands Football League	Means the unincorporated association of football clubs called The Midlands Football League;
Minor	Means a Player under 18 years of age;
North of Scotland Football League	Means the unincorporated association of football clubs called The North of Scotland Football League;
Notice of Registration Referral	A notice to commence proceedings for determination of a relevant matter in terms of Annex 2 hereto;

Official Matches	Means solely for the purpose of the Registration Procedures a competitive match involving a Club's first team;
Official Return	Shall have the meaning prescribed in the Articles;
Officials	Means all non-playing roles at a Club, Affiliated National Association, Affiliated Association or Recognised Football Body, including Team Scouts, Team Officials and other Team Staff roles;
Parent Club	Means the Club which has loaned a Player to another Club in accordance with the terms of these Registration Procedures;
Player	Means a Player participating in Association Football under the jurisdiction of the Scottish FA;
Player Passport	Means the playing history of a Player from the season of his 12th birthday indicating the Club(s) he has played with;
Professional Club	Means a Club in full membership of the Scottish FA, Clubs in membership of the Scottish Women's Premier League, Clubs in membership of Affiliated Associations and Junior Clubs;
Professional Player	Means a Player who is registered at the Scottish FA as a professional or is receiving, in respect of his participation in or an activity connected with Association Football, remuneration or consideration of any sort above or in addition to his necessary expenses actually paid;
Recognised Football Body	Means an Affiliated Association, an Affiliated National Association or an association, league or other combination of Clubs, Players, officials or referees formed with the consent of the Scottish FA in terms of the Articles, or such bodies or persons as may be formed with the consent of an Affiliated National Association in terms of the Articles;
Recognised Official	Means an official of a Club Academy Scotland Club who is listed as such on the Official Return of the Club and/or a Team Scout;
Recreational Player	Means an Amateur Player who is registered with a club in membership of an Affiliated National Association other than the Scottish Junior Football Association;
Referring Party	A Party entitled and wishing to refer a matter for determination under Annex 2 hereto;
Registration Forms	Means the Player Registration Form as set out in Annex 4 (the "Player Registration Form") and the Officials Registration Form as set out in Annex 5 (the "Officials Registration Form");
Registration Member	Means a person listed by the Scottish FA as available to act as an arbitrators in the determination of matters under Annex 2 hereto;
Registration Periods	Means two periods fixed by the Board for the registering of Professional Players and which shall only apply to Clubs in membership of the Scottish Professional Football League or the Scottish Women's Premier League (as the case may be);
Registration Procedures	Means the registration procedures contained herein;
Registration Respondent	A party other than the Referring Party with a relevant interest in an arbitration conducted in terms of Annex 2 hereto;
Registration Tribunal	A tribunal appointed in terms of Annex 2 hereto;
School Leaving Age	Means a pupil who has attained the school leaving date as set out in the Education (Scotland) Act 1980;

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Scottish FA	Means The Scottish Football Association Limited (Company Number SC005453) whose registered office is at Hampden Park, Glasgow G42 9AY;					
Scottish FA Football Agent Regulations	Means the Scottish FA Football Agent Regulations, which came into force on 1st January 2024, as such shall be amended or replaced by the Board from time to time;					
Scottish FA Comet	Means the football management system known as "Scottish FA Comet used by the Scottish FA as set out in the Scottish FA Comet Regulation as amended, supplemented or replaced by the Board from time to time					
Scottish Junior FA	Means The Scottish Junior FA, an unincorporated association, whose office is at Hampden Park Glasgow G42 9DD					
Scottish FA Club Academy Scotland Player Declaration	Means the Declaration as set out in Annex 7;					
Team Scout	Means a person employed or acting on behalf of a Club who undertakes scouting activities for and on behalf of such Club;					
Scottish Highland Football League	Means the unincorporated association of football clubs called The Scottish Highland Football League;					
Scottish Highland Football League Youth Development Initiative	Means the Youth Development Initiative organised and regulated by The Scottish Highland Football League;					
Scottish Lowland Football League	Means the unincorporated association of football clubs called The Scottish Lowland Football League;					
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, a company incorporated under the Companies Act 1985 (Registered No. SC175364) and having its registered office at Hampden Park, Glasgow G42 9DE and any successor thereto from time to time; where the context admits, references to the Scottish Professional Football League shall be deemed to include The Scottish Professional Football League Limited;					
Scottish Professional Football League Clubs	Means Clubs that form part of the Scottish Professional Football League					
Scottish Professional Football League Code of Conduct	Means the code of conduct contained in the form contained at Annex 7of these Registration Procedures					
Scottish Professional Football League Development League	Means a development league for each Season organised by the Scottish Professional Football League Board;					
Scottish Professional Football League Rules	Means the rules of the Scottish Professional Football League as may be amended from time to time;					

Means the Scottish Welfare FA, an unincorporated association, whose Chief Executive Officer's address is 61 High Street, Rothes, AB38 7AY					
Means the combination of association football clubs known as The Scottish Women's Premier League, operating under and administered managed by The Scottish Women's Premier League Limited, a comparinceroproted under the Companies Act 2006 (Registered No. SC45342 and having its Registered Office at Hampden Park, Glasgow G42 9DE, and any successor thereto from time to time;					
Means a Club in membership of the Scottish Youth FA;					
Means a registered Official of a Scottish Youth FA Club;					
Means solely for the purposes of these Registration Procedures the playing season domestically in Scotland, which will be the period starting on 1st July and ending on 30th June the following year, save that where a particular competition operates a summer season, references in these Registration Procedures to a Season shall mean the summer season defined and operated by the relevant competition organiser in respect of such competition;					
Means the Secretary of the Scottish FA appointed by the Board in accordance with the Articles and shall include an assistant or deputy Secretary appointed in terms of the Articles;					
A notice by the Secretary or his nominee in accordance with the Dispute Resolution Procedure at Annex 2 hereto;					
Means the unincorporated association of football clubs called The South of Scotland Football League;					
Shall have the meaning prescribed in the Articles;					
Shall have the meaning prescribed in the Articles;					
Shall have the meaning prescribed in the Articles;					
Means the sum due under paragraph 1.2 of Annex 8 when a Club Academy Scotland Player signs his first Registration Form as a Professional Player;					
Means Union of European Football Associations;					
Means the unincorporated association of football clubs called The West of Scotland Football League;					
Means the panel set up by the Scottish FA to hear and determine registration issues between a Club Academy Scotland Player, or their parent/carer and the Player's Club in accordance with Rule 13 and Annex 12 of the Registration Procedures.					

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# **ANNEX 2 – DISPUTE RESOLUTION PROCEDURE**

# DISPUTE RESOLUTION - PROCEDURAL RULES RELATIVE TO DETERMINATION OF DISPUTES ARISING FROM THE REGISTRATION PROCEDURES

- Where the Registration Procedures require the determination of a dispute, level of compensation or other matter in accordance with this Dispute Resolution Procedure, then, subject to the terms of Registration Procedure Rule 14, Dispute Resolution this Annex 2 shall apply.
- A Training Compensation matrix, to assist clubs and/or Arbitrators in determining appropriate levels of compensation, will be introduced by the end of 2025 and shall be included within this Annex. The matrix shall be applicable where at least one of the clubs concerned is not an SPFL club. Compensation matters between two SPFL clubs shall continue to be dealt with by the SPFL.
- 3. Where a contractual dispute is raised by a Player and it is established that the terms of the contract are not compliant with National Minimum Wage requirements, the Player's contract and registration shall be terminated immediately by the Scottish FA and shall not proceed to Dispute Resolution under the terms of this Annex.
- The Scottish FA shall maintain a list of certain persons who are available to act as arbitrators in the determination of matters under this Annex 2 ("Registration Members").
- 5. Any Party entitled and wishing to refer a matter for determination under this Annex 2, in terms of the Registration Procedures, ("the Referring Party") shall commence proceedings for determination of such relevant matter by delivery of a Notice of Registration Referral to all other Parties with an interest ("the Registration Respondent(s)"), and to the Secretary. The Secretary or his nominee may, at his sole discretion, determine which party(s) have a relevant interest in deciding whether such party is a Registration Respondent.
- 6. The Notice of Registration Referral shall:
  - a. State the provision within the Registration Procedures in terms of which the referral is made;
  - b. Briefly state the basis of the submission and a brief outline of the relevant facts and circumstances: and
  - c. Specify the redress/determination which is sought.
- 7. Upon receipt of a Notice of Registration Referral, the Secretary or his nominee shall send notice ("the Secretary's Registration Dispute Notice") to the Referring Party and to each Registration Respondent, which notice shall include (a) a copy of the Notice of Registration Referral; and (b) a copy of the provisions of this Annex 2.
  - a. The Referring Party and the Registration Respondent(s) (together "the Parties") shall endeavour, by agreement, to appoint an arbitrator within 14 days of the date on which the Secretary's Registration Dispute Notice is sent by the Secretary to the Parties ("the Appointment Period"). The Parties should generally appoint an arbitrator from the list of Registration Members.
  - b. Subject to sub-paragraph (c) which follows, if an arbitrator is not appointed by the Parties within the Appointment Period, then an arbitrator shall be appointed by the Secretary, in his sole discretion from the list of Registration Members.

- c. In respect of a dispute in which the Scottish FA is a party ("a Scottish FA Dispute"), in such circumstances, the arbitrator shall be (1) a solicitor or advocate of not less than 10 years standing, appointed by the President of the Law Society; or (2) or a suitable person appointed by the Executive Director of the Chairman of Sports Resolutions (UK) (a trading name of Sports Dispute Resolution Panel Limited, company number 03351039, registered at 1 Salisbury Square, London EC4Y 8AE) ("Sports Resolutions"), provided that if the Parties cannot agree which of the foregoing shall be the arbitrator, any of the Parties may request in writing that the arbitrator be any of the foregoing. Where appointment is by Sports Resolutions, then Sports Resolution's Arbitration Rules, as amended by Sports Resolutions from time to time, shall apply, save that (1) all such arbitrations shall follow the full arbitration procedure; and (2) their provision regarding the seat, applicable law, and statutory regime shall be deleted, so that the law governing the arbitration shall be the law of Scotland and the seat of the arbitration shall be Scotland, and the Arbitration (Scotland) Act 2010 (as amended) shall apply.
- d. The arbitrator so appointed ("the Arbitrator") shall have jurisdiction to determine the dispute or matter referred.
- e. Insofar as a nomination fee is incurred in such appointment, the party so requesting shall initially bear the nomination fee, but the Arbitrator shall, in his or her sole discretion, have the power to order that the nomination fee is paid or repaid by any Party.
- f. If the Arbitrator shall die, refuse to act, or become incapacitated from acting prior to making the award, a further arbitrator shall be appointed to replace him or her in the same manner as such original arbitrator was appointed.
- 8. With reference to Schedule 1 of the Arbitration (Scotland) Act 2010, the default rules of the Scottish Arbitration Rules shall be modified or disapplied so as to comply with the express rules of this Annex 2. Rules 22, 41, 43, 46 and 69 shall not apply.
- 9. The Arbitrator shall have the following powers (in addition to those powers provided to tribunals by the Arbitration (Scotland) Act 2010 insofar as not disapplied):
  - The powers provided to a Judicial Panel, and related provisions provided in the Judicial Panel Protocol, paragraphs 8.2; 8.3; 8.4; 8.5 (with the exception of 8.5.5); 8.6; 10.1.3; 10.1.4; 10.2; 10.3; 10.4; 10.5; 10.6 (except paragraph 10.6.3); 10.7; 10.8; 10.9; 10.10.
  - ii. The powers provided to a tribunal or arbitrator in Article 99 at paragraphs 99.23; 99.24; 99.25; 99.26; 99.28.
  - iii. In the event of an inconsistency between the said Judicial Panel Protocol powers and Article 99 powers, the Judicial Panel Protocol powers shall have priority.

Unless inconsistent with the particular provisions, the provisions of Paragraphs 17.1; 17.2.1;17.2.5; 17.2.6; 17.2.7; 17.2.8; 17.3; and 17.6 of the Judicial Panel Protocol shall apply.

- 10. Upon appointment it is generally anticipated that the Arbitrator shall:
  - a. Invite the Referring Party to provide such further particulars as he or she considers to be appropriate within such time as it considers to be appropriate;

- Invite the Registration Respondent(s) to respond to the submissions and evidence provided by the Referring Party within such time as he or she considers to be appropriate;
- c. Order a procedural conference call, preliminary hearing, or such other preliminary step, as he or she considers to be appropriate;
- d. Order further rounds of submissions and evidence by the parties insofar as he or she considers such to be appropriate;
- e. Where he or she considers a hearing to be appropriate, to order the date and place for such hearing, and generally to follow the Guidance Notes for Principal Hearings at Annex B to the Judicial Panel Protocol;
- f. Issue his or her final determination of the matter, verbally at the end of the hearing if he or she considers it appropriate to do so, and in any event in writing following the hearing.
- 11. Without prejudice to the Arbitrator's discretion in reaching a final determination, the Arbitrator should consider the merits of the submissions made by the parties to the arbitration and make an award based on his assessment of what is the more reasonable submission.
- 12. The Arbitrator is not required to issue reasons unless requested by a Party or by the Scottish FA, in each case by not later than three working days after the date on which the final determination was communicated or delivered to that Party.
- The law governing the arbitration shall be the law of Scotland. The seat of arbitration shall be Scotland.
- 14. Parties will bear their own legal and other expenses. Where the Arbitrator requires payment of a fee or seeks recovery of expenses, then the Arbitrator may make an award allocating the parties' liability for such arbitration fees and expenses. The Arbitrator may make an award allocating the parties' liability for additional costs incurred in the arbitration (other than party's own costs and expenses) including but not limited to any nomination fee, the cost of accommodation, and the cost of Arbitrator appointed experts or clerks. With reference to Schedule 1 of the Arbitration (Scotland) Act 2010, the default Rules 59, 61 to 66 are amended accordingly.
- 15. None of the Arbitrator, the Arbitrator's clerk (if any), the Secretary, nor the Scottish FA shall be liable for any act or omission in connection with any arbitration conducted under this Annex 2, unless the act or omission is in bad faith. Any employee or agent of the Scottish FA is similarly protected from any such liability.
- 16. Any dispute determined under the procedure in this Annex 2 shall be final and binding on the parties. For the avoidance of doubt, the parties to any arbitration conducted pursuant to this Annex 2 agree to renounce their respective rights of appeal, save in respect of the mandatory provisions (or the default provisions insofar as not disapplied) of the Arbitration (Scotland) Act 2010 in respect of challenging awards.

# **ANNEX 3**

# GOVERNING BODY ENDORSEMENT REQUIREMENTS FOR PLAYERS OF CLUBS IN MEMBERSHIP OF THE SCOTTISH PROFESSIONAL FOOTBALL LEAGUE AND SCOTTISH WOMEN'S PREMIER LEAGUE

General Information applicable to Governing Body Endorsements for both men's and women's football:

The rules and criteria set out in this Annex 3 will apply for the 2025/26 Season and will be effective from 2 June 2025 (men's) and 9 June 2025 (women's). The criteria will be reviewed across Season 2024/25 in order that revised criteria can be issued in advance of the summer transfer window in 2026.

Please note that this guidance should be reviewed in conjunction with the relevant advice issued by the Home Office. The SFA is not registered to give advice on immigration routes or processes or to advise on an individual's immigration status and clubs should fully apprise themselves of their duties and responsibilities as sponsors. Information on aspects of immigration policy and law can be found on the Home Office website at www.gov.uk/browse/visas-immigration. You may also wish to seek advice from an Office of the Immigration Services Commissioner (OISC) registered advisor or someone who is appropriately qualified but otherwise exempt from such a registration requirement, for example, a qualified solicitor. The UK Visas and Immigration Centre can be contacted on 0300 123 2241.

Clubs are advised to allow sufficient time for entry clearance or leave to remain to be granted. The time taken may vary depending upon where the Manager is making his or her application from. A guide to visa processing times is available on the Home Office website at: www.gov.uk/visa-processing times.

If a club is seeking a GBE for a Player during a transfer window, any application should be submitted to The SFA by midday on the relevant transfer deadline day (at the latest) in order for The SFA to process the application that day. If a club signs and registers a Player who does not have a GBE, it should do so in the knowledge that the Player may not be granted a GBE if his application does not comply with the terms of these criteria and the Player may not be able to undertake any employment duties for the applicant club. Clubs are advised to allow sufficient time for entry clearance or leave to remain to be granted. The time taken may vary depending upon where the player is making her application from. A guide to visa processing times is available on the Home Office website at: www.gov.uk/visa-processingtimes.

Please note that an individual's personal and immigration history may be taken into account when their application is being considered.

Consideration will be given to the following when applying the criteria: injury; a period of maternity/paternity leave; serious illness or any legitimate medical reasons; suspension; international duty; bereavement; or family crisis.

In order to obtain the GBE, the individual must not be subject to a provisional suspension or any unexpired period of ineligibility from playing and/ or coaching activities in any jurisdiction as a result of being charged with or found guilty of a corruption offence and/ or a doping offence and/ or another misconduct.

Please refer to the relevant Glossary, as provided, for definitions of the terms used within the requirements and criteria set out for men's and women's football.

In reviewing this criteria, the Scottish Football Association confirm we have reread the Code of Practice for Sports Governing Bodies and agree to our roles and responsibilities as set out within. We confirm we have acted in full compliance with the principles of the Code during this annual review.

Prior to contacting the Home Office during the annual review of this criteria, the Scottish Football Association confirm that full consultation has been carried out, this includes any organisation that could be interpreted as an interested party, such as clubs, bodies, or player associations related to football in the UK. The Scottish Football Association confirms the Football Association, the Football Association of Wales, and the Irish Football Association have been fully consulted regarding the contents of this document.

#### Scottish FA Contact

Enquiries should be directed to:
Graeme Paton • Registrations and FIFA TMS Manager
The Scottish Football Association • Hampden Park • Glasgow G42 9AY
Tel: 0141 616 6052 • Mobile: 07788 557320
Graeme.Paton@scottishfa.co.uk

# **GOVERNING BODY ENDORSEMENT REQUIREMENTS FOR MEN'S FOOTBALL**

#### **GBE STATUS**

- 1. A club must obtain a GBE from The Scottish FA before a migrant is permitted to undertake any employment duties for the club (including participation at training and in friendly matches). A migrant can register for a club without a GBE but, in order to play any football, they must have obtained a GBE, been assigned a Certificate of Sponsorship by that club and secured permission to stay under the International Sports person route (ISP) of the Home Office Points Based System (PBS) (subject to satisfying any other eligibility requirements of The Scottish FA and any competitions the club participates in).
- 2. A club can apply for a GBE for a migrant at any time during the Season. In order to apply for a GBE, a club must hold a valid Sponsor's Licence under ISP of the PBS. In order to apply for and obtain a valid Sponsor's Licence, a club must have obtained an endorsement letter for a Sponsor's Licence from The Scottish FA. If a Club's Sponsor's Licence is revoked, any migrant who has obtained a GBE in order to play for/ manage/ coach the Club may have their permission curtailed and may have to make a change in employment application which must be granted before the migrant can undertake any employment duties for the new club.
- 3. If The Scottish FA grants an application for a GBE for a migrant in accordance with these criteria, the club is permitted to assign a Certificate of Sponsorship to the migrant for the period covered by the GBE. The GBE must be presented to the Home Office when the club applies for entry clearance on behalf of a migrant, which must be done within 3 months of a Certificate of Sponsorship being assigned. Any Certificate of Sponsorship and a copy of the migrant's biometric residence permit must be submitted to The Scottish FA by the club within 3 months of being assigned. Clubs must keep a copy of the relevant page of the migrant's passport evidencing their entitlement to work and contact details for the migrant, which must be provided to The Scottish FA upon request. The club will also have to comply with any other criteria set by the Home Office in order to secure permission to stay under ISP of the PBS.
- 4. A GBE under ISP of the PBS will be granted for three years or the length of the migrant's contract (whichever is shorter). A migrant will not be eligible to play for/ manage/ coach the club beyond the expiry date of the GBE unless the club has applied for and obtained an Extended GBE before the existing GBE has expired in accordance with these criteria and the PBS

# **EXTENSIONS TO OR TRANSFERS OF A GBE**

- If a migrant is applying under ISP (long term), they must meet the English language requirement of the Immigration Rules.
- 6. If a club wishes to retain the services of a migrant, they should submit a new application before the work permit or Certificate of Sponsorship expires. If the criteria are satisfied, an endorsement will be issued for the period of their contract, up to a maximum of three years. Where the migrant does not satisfy the criteria, The Scottish FA will consult with the other relevant football bodies by email, providing any details put forward by the club in favour of that individual. If it is their unanimous recommendation that the application does not need to be considered by a panel, then the case can be processed without.
- 7. A club wishing to sign a migrant from another UK club must submit an application to The Scottish FA. If the criteria are satisfied, a governing body endorsement will be issued for a maximum of three years in respect of their employment with the new club.
- 8. The club must inform the Home Office within 10 days if a Player:
  - a) does not turn up for employment;
  - b) is absent for more than 10 working days without permission;
  - c) has his contract terminated during the period that a GBE is effective;
  - d) is no longer sponsored by the club for any other reason; or
  - e) experiences significant changes in his circumstances (such as a change in job title, salary or location of employment).
- 9. The club must also inform the Home Office if there is a change of circumstances at the club within 20 working days. A change in circumstances might include changes of name, address or contact details, changes in structure (including mergers, takeovers and de-mergers), changes in financial circumstances (such as administration, receivership, company voluntary arrangement, debt arrangement scheme, liquidation or sequestration).

# TEMPORARY TRANSFERS/LOANS

- 10. If a Player who has been granted a GBE in accordance with these criteria is loaned to another club during the period of validity of the GBE, the Player's club must notify the Home Office of the loan and change of location via the Sponsor Management System within 10 working days (regardless of the jurisdiction in which the loanee club is based). The loaning club will retain responsibility as the Player's sponsor. Loans are only permissible within the Player's current period of approval and should not be used to avoid making extension or change of employment applications.
- 11. If a Player is loaned from a Scottish Club to another Scottish Club (a "Domestic Loan"), no GBE application will be required by the loanee club. If the Player is loaned from a Scottish Club to a club affiliated to another Home Association, or another National Association, the governing body endorsement process of that association will have to be satisfied by the loanee club.
- 12. If a Domestic Loan is made permanent, the new club will be required to submit an application for a GBE (which must comply with the requirements set out in these criteria). If the GBE is granted, the player will need to make a change of employment application. Provided the Domestic Loan continues until the date on which the change of employment application is granted, the Player can continue to play for the new club in the interim period.

- 13. Where a Player is moving to a club outside the UK on a temporary transfer basis, their parent club must again inform the Home Office of the Player's technical change of employment. When the Player returns to their parent club after the loan period, they do not need to be tested again against the entry criteria and may simply resume their employment with their original club (providing their existing permission remains valid beyond the date of their return), on the basis that they have an existing Certificate of Sponsorship and have already met the entry requirements at the beginning of their employment with that club.
- 14. If a Player is loaned from a club affiliated to another National Association (including any Home Association) to a Scottish Club, a GBE application will be required (which must comply with the requirements set out in these criteria). Any Player joining a Scottish Club on loan from an overseas club (outside the UK) must meet all the requirements of ISP and therefore an application must be submitted to The Scottish FA. International loan Players are also subject to appeal panels if they do not meet the criteria. When a Player returns to his parent club after a loan period, no GBE application will be required by the parent club (provided the GBE remains valid beyond the date of the Player's return). The parent club must report this to the Home Office via the Sponsor Management System, within 10 working days of the player's return.
- GBEs will not be issued in respect of Players who are trialling with a Scottish Club. If a Club
  wishes to trial a Player, it should contact the Home Office.

#### **APPLICATION PROCESS**

- An administration fee of £200 will be charged for each application for a governing body endorsement.
- 17. If any information submitted as part of the GBE application process is amended (including the terms and conditions of a migrant's contract):
  - a) before a GBE has granted and before the migrant is registered with The Scottish FA, the club must inform The Scottish FA who may require a new application to be submitted (and a new fee to be paid);
  - after a GBE has been granted but before the migrant is registered with The Scottish FA, the club must inform The Scottish FA who may require a new application to be submitted (and a new fee to be paid);
  - c) after a GBE has been granted and after the migrant is registered, the club must inform the Home Office via the Sponsorship Management System. The Home Office will confirm whether they require a new application to be submitted (and a new fee to be paid).

#### **PLAYER'S CRITERIA**

- All Players shall be assessed in accordance with paragraphs 28-38 and Youth Players shall be assessed in accordance with paragraphs 39-45 if they do not achieve the pass mark in paragraph 20.
- The Scottish FA will grant a GBE if the Player's International Appearances meet the Auto Pass Percentage set out in Table 1 of the criteria.
- If a Player is not granted a GBE in accordance with paragraph 19 above, The Scottish
  FA will grant a GBE if a Player achieves 15 or more points in accordance with
  paragraphs 28-38.

- 21. The Club may request that an Exceptions Panel consider the application if a Player does not achieve 15 points in accordance with paragraphs 28-38 or, where appropriate, paragraphs 39-45 for Youth Players.
- 22. If the Club requests an Exceptions Panel, the procedure in paragraphs 58-65 shall apply.
- 23. If a Player is not granted a GBE in accordance with paragraph 19, 20 or paragraphs 58-65, he will have no further opportunity to apply for a GBE unless his circumstances change and will not be eligible to play for the applicant club. A second application for the same player by the same applicant club shall not be considered during a single Registration Period.

#### **CALCULATIONS**

- 24. If a Player has played for two (or more) clubs during the Reference Period, or a Player is or has been a Free Agent during the Reference Period, the Player's Continental Minutes, Player's Domestic Cup Minutes and Player's Domestic Minutes (each, the "Minutes") will be calculated in accordance with paragraphs 25-26 below.
- 25. For each of the Minutes criteria, the applicant club should calculate a weighted average as follows:
  - a) Calculate the number of days during the Reference Period the Player has been registered for each/any club or no club (as appropriate).
  - Calculate the percentage of the overall Reference Period that each of those periods of time represents.
  - c) Calculate the percentage of Minutes played as a proportion of the total Available Continental Minutes, Available Domestic Cup Minutes or Available Domestic Minutes (respectively).
  - d) Multiply each of the numbers at (b) by their corresponding number at (c).
  - e) Add each of the numbers at (d) to find the weighted average value for the Minutes.
- 26. If only one of the clubs played in a Continental Competition, the Player's Continental Minutes shall be the percentage the Player played in for that club.
- If the calculation of a Player's International Appearances, Player's Domestic Minutes, Player's Domestic Cup Minutes or Player's Continental Minutes (or any other percentage) results in:
  - a) a decimal number of .5 or higher, the number will be rounded up to the next whole number; or
  - b) a decimal number of lower than .5, the number will be rounded down to the next whole number.

# PLAYER'S INTERNATIONAL APPEARANCES

28. A Player shall be granted the number of points set out in Table 1 in respect of the Player's International Appearances.

Table 1								
	Aggregated FIFA World Ranking of the Player's National Association							
Player's International Appearances	1-10	11-20	21-30	31-50	51-200			
90-100%	Auto Pass	Auto Pass	Auto Pass	Auto Pass	2			
80-89%	Auto Pass	Auto Pass	Auto Pass	Auto Pass	1			
70-79%	Auto Pass	Auto Pass	Auto Pass	Auto Pass	0			
60-69%	Auto Pass	Auto Pass	Auto Pass	10	0			
50-59%	Auto Pass	Auto Pass	10	8	0			
40-49%	Auto Pass	Auto Pass	9	7	0			
30-39%	Auto Pass	10	8	6	0			
20-29%	10	9	7	0	0			
10-19%	9	8	0	0	0			
1-9%	8	7	0	0	0			

# **PLAYER'S DOMESTIC MINUTES**

 A Player shall be granted the number of points set out in Table 2 in respect of the Player's Domestic Minutes.

Table 2						
Player's Domestic Minutes	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6
90-100%	12	12	12	6	4	2
80-89%	11	11	11	5	3	1
70-79%	10	10	10	4	2	0
60-69%	9	9	9	3	1	0
50-59%	8	8	8	2	0	0
40-49%	7	7	7	1	0	0
30-39%	6	6	6	0	0	0
20-29%	0	0	0	0	0	0
10-19%	0	0	0	0	0	0
1-9%	0	0	0	0	0	0

- 30. If a Player is eligible for points in multiple columns of Table 2, including where:
  - a) the Player has played in two domestic league competitions during the Reference Period;
  - b) a Youth Player made his first appearance in more than one band during the Reference Period: or
  - a Youth Player has made his first appearance for the senior team of a club during the Reference Period but has also played in a sufficient percentage of minutes to be eligible for points elsewhere,

the Player shall be granted the higher of the points he is eligible for in Table 2.

# PLAYER'S CONTINENTAL MINUTES

31. A Player shall be granted the number of points set out in Table 3 in respect of the Player's Continental Minutes.

Table 3				
Player's Continental Minutes	Band 1 Continental Competition	Band 2 Continental Competition	Band 3 Continental Competition	
90-100%	10	5	2	
80-89%	9	4	1	
70-79%	8	3	0	
60-69%	7	2	0	
50-59%	6	1	0	
40-49%	5	0	0	
30-39%	4	0	0	
20-29%	0	0	0	
10-19%	0	0	0	
1-9%	0	0	0	

#### FINAL LEAGUE POSITION OF PLAYER'S LAST CLUB

32. A Player shall be granted the number of points set out in Table 4 in respect of the Final League Position of the Player's Last Club, provided (i) the Player appeared on the matchday squad list for the Player's Last Club for at least one match in its domestic league competition or (ii) the value of the Player's Domestic Cup Minutes was at least 1%, during the Last Season.

Table 4							
Last Club's Final League Position	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	
Title winner	6	6	6	3	2	1	
Qualified for group stages of a Band 1 Continental Competition	5	5	5	2	1	0	
Qualified for qualifiers of a Band 1 Continental Competition	4	4	4	1	0	0	
Qualified for group stages of a Band 2 Continental Competition	3	3	3	0	0	0	
Qualified for qualifiers of a Band 2 Continental Competition	2	2	2	0	0	0	
Mid-table	1	1	1	0	0	0	
Relegation	0	0	0	0	0	0	
Promotion	N/A	1	1	1	1	1	

 For the avoidance of doubt, a Player shall only be granted the higher of the points he is eliqible for in Table 4.

# **CONTINENTAL PROGRESSION OF PLAYER'S LAST CLUB**

34. A Player shall be granted the number of points set out in Table 5 in respect of the Continental Progression of the Player's Last Club, (i) the Player appeared on the matchday squad list for the Player's Last Club for at least one match in its domestic league competition or ii) the value of the Player's Domestic Cup Minutes was at least 1%, during the Last Season.

Table 5			
Continental Progression	Band 1 Continental Competition	Band 2 Continental Competition	Band 3 Continental Competition
Final	10	7	2
Semi-Finals	9	6	1
Quarter-Finals	8	5	0
Round of 16	7	4	0
Round of 32/ Knock-out Phase Play-offs	6	3	0
Group stage/ League Phase	5	2	0
Other	0	0	0

35. For the avoidance of doubt, a Player shall only be granted the higher of the points he is eligible for in Table 5.

# LEAGUE QUALITY OF PLAYER'S CURRENT CLUB

36. A Player shall be granted the number of points set out in Table 6 in respect of the band of the Player's Current Club, (i) the Player appeared on the matchday squad list for the Player's Last Club for at least one match in its domestic league competition or Continental Competition or (ii) the value of the Player's Domestic Cup Minutes was at least 1%, during the Reference Period.

Table 6		
Band of Player's Current Club	Points	
Band 1	12	
Band 2	12	
Band 3	12	
Band 4	6	
Band 5	4	
Band 6	2	

37. If a Player has been loaned to a club in a lower band than his parent club and has made a first team appearance (on the pitch) for his parent club during the Reference Period, he shall be granted the higher of the points he would have been eligible for in accordance with Table 6 if his parent club was the Player's Current Club.

#### POINTS ALLOCATED FOR INVESTMENT

38. A Player shall be granted the number of points set out in Table 7 in respect of the salary paid\* in relation to league median average

Table 7	
Salary (% above median for relevant league)	Points
50% above median	1
60% above median	2
70% or more above median	3

<sup>\*</sup> For the purposes of this Table 7, salary is the player's remuneration **excluding** any additional payments for accommodation, meals and/or other expenses.

# **YOUTH CRITERIA**

#### **Youth International Appearances**

- 39. A Youth Player shall be granted the higher of:
  - a) seven points if the value of the Youth Player's Band 1 International Appearances is at least 30%; or
  - b) five points if the value of the Youth Player's Band 2 International Appearances is at least 30%.

#### YOUTH - DEBUT

40. A Youth Player shall be granted the number of points set out in Table 8 if he made his first appearance (on the pitch) for the senior team of a club in Band 1, Band 2, Band 3, Band 4, Band 5 or Band 6 in its domestic league competition during the Reference Period.

Table 8	
Band	Points
Band 1	6
Band 2	6
Band 3	6
Band 4	3
Band 5	2
Band 6	1

- 41. For the avoidance of doubt:
  - a) Youth Player shall only be granted the higher of the points he is eligible for under paragraph 29 (Player's Domestic Minutes) and paragraph 40; and
  - if a Youth Player made his first appearance in more than one band during the Reference Period, he shall only be granted the higher of the points he is eligible for in Table 8.

# **YOUTH - FINAL LEAGUE POSITION**

- 42. A Youth Player shall be granted the number of points set out in Table 9 in respect of the Player's Last Club, provided that:
  - a) the Youth Player is not eligible for any points in accordance with paragraph 32 (Final League Position of Player's Last Club); and
  - b) the value of one or more of the following is at least 30%:
    - a. the Youth Player's UEFA Youth League Minutes;
    - b. the Youth Player's CONMEBOL U20 Libertadores Minutes;
    - c. the Youth Player's Youth Competition Minutes; or
    - d. the Youth Player's B Team Minutes.

Table 9						
Last Club's Final League Position	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6
Title winner	3	3	3	2	1	1
Qualified for group stages of a Band 1 Continental Competition	3	3	3	1	1	0
Qualified for qualifiers of a Band 1 Continental Competition	2	2	2	1	0	0
Qualified for group stages of a Band 2 Continental Competition	2	2	2	0	0	0
Qualified for qualifiers of a Band 2 Continental Competition	1	1	1	0	0	0
Mid-table	1	1	1	0	0	0
Relegation	0	0	0	0	0	0
Promotion	N/A	1	1	1	1	1

# **YOUTH - CONTINENTAL PROGRESSION**

- 43. A Youth Player shall be granted the number of points set out in Table 10 in respect of the Player's Last Club, provided that:
  - a) the Youth Player is not eligible for any points in accordance with paragraph 34 (Continental Progression); and
  - b) the value of one or more of the following is at least 30%:
    - a. the Youth Player's UEFA Youth League Minutes;
    - b. the Youth Player's CONMEBOL U20 Libertadores Minutes;
    - c. the Youth Player's Youth Competition Minutes; or
    - d. the Youth Player's B Team Minutes.

Table 10			
Continental Progression	Band 1 Continental Competition	Band 2 Continental Competition	Band 3 Continental Competition
Final	5	4	1
Semi-Finals	5	3	1
Quarter-Finals	4	3	0
Round of 16	4	2	0
Round of 32	3	2	0
Group stage	3	1	0
Other	0	0	0

# YOUTH - LEAGUE QUALITY OF PLAYER'S CURRENT CLUB

- 44. A Youth Player shall be granted the number of points set out in Table 11 in respect of the Player's Current Club, provided that:
  - a) The Youth Player is not eligible for any points in accordance with paragraph 36 (League Quality of Player's Current Club); and
  - b) the value of one or more of the following is at least 30%:
    - a. the Youth Player's UEFA Youth League Minutes;
    - b. the Youth Player's CONMEBOL U20 Libertadores Minutes; or
    - c. the Youth Player's B Team Minutes.

Table 11		
Band of Player's Current Club	Points	
Band 1	11	
Band 2	11	
Band 3	11	
Band 4	5	
Band 5	4	
Band 6	2	

- 45. A Youth Player shall be granted the number of points set out in Table 12 in respect of the Player's Current Club, provided that:
  - a) The Youth Player is not eligible for any points in accordance with paragraph 36 (League Quality of Player's Current Club) or 43; and
  - b) the value of the Youth Player's Youth Competition Minutes is at least 30%.

Table 12		
Band of Player's Current Club	Points	
Band 1	9	
Band 2	9	
Band 3	9	
Band 4	5	
Band 5	3	
Band 6	2	

# MANAGER'S AND FIRST TEAM COACH'S CRITERIA

- 46. Governing body endorsements will be available for migrants if they meet the following criteria:
  - a) Managers and first team coaches must have overall responsibility for first team selection. Joint or partial responsibility for first team selection does not meet the criteria.
  - b) The Manager or first team coach must:
    - a. hold a UEFA professional licence or equivalent (The Scottish FA may consult
      with any relevant governing body to determine whether a qualification can be
      considered as an 'equivalent'); and
    - b. have managed or coached in a professional league for at least two of the last five years; or
    - have managed or coached an international team with a FIFA ranking of 70th or higher within the last five years.
- 47. If a Manager is not granted a GBE in accordance with paragraph 46 above, the Club may request that an Exceptions Panel consider the application. If the Club requests an Exceptions Panel, the procedure in paragraphs 58-65 shall apply.
- 48. If a Manager is not granted a GBE in accordance with paragraph 46 or 58-65, he or she will he will have no further opportunity to apply for a GBE unless his or her circumstances change and will not be eligible to be the Manager for the applicant club.

#### **ASSISTANT MANAGER'S CRITERIA**

- 49. Governing body endorsements will be available for migrants if they meet the following criteria:
  - a) The Assistant Manager will have Partial Responsibility for the first team of the applicant club.
  - b) The Assistant Manager holds a UEFA 'A' licence/diploma or equivalent (The Scottish FA may consult with any relevant governing body to determine whether a qualification can be considered as an 'equivalent').
  - c) The Assistant Manager has:
    - i. held the position of manager/head coach or assistant manager/coach at a club in a Top League for the Prescribed Time; or
    - held the position of manager/head coach or assistant manager/coach of an international team for the Prescribed Time which had an Aggregated FIFA World Ranking of 50 or above for the entire Prescribed Time.
- 50. If an Assistant Manager is not granted a GBE in accordance with paragraph 49 above, the Club may request that an Exceptions Panel consider the application. If the Club requests an Exceptions Panel, the procedure in paragraphs 58-65 shall apply.

51. If an Assistant Manager is not granted a GBE in accordance with paragraphs 49 or 58-65, he or she will have no further opportunity to apply for a GBE unless his circumstances change and will not be eligible to be the Assistant Manager for the applicant club.

# PERFORMANCE MANAGER'S CRITERIA

- 52. Governing body endorsements will be available for migrants if they meet the following criteria:
  - a) The Performance Manager has responsibility for some (if not all) of the following activities:
    - Coaching teams, by demonstrating techniques and directing training and exercise sessions
    - Controlling discipline and recruiting ancillary staff such as coaches or physiotherapists
    - iii. Monitoring and/or analysing technique and performance and determining how future improvements could be made
    - iv. Providing effective leadership to the performance team to support the strategic performance needs of the club
    - v. Providing expert performance advice to the manager and board on all performance matters
    - vi. Working and improving on the strength and conditioning of the first team squad
    - vii. Managing the key fitness, performance and sport science staff; and
  - b) The Performance Manager holds an undergraduate degree or masters in sport science or a related discipline; and/or
  - The Performance Manager holds a UEFA 'B' licence/diploma or equivalent (The Scottish FA may consult with any relevant governing body to determine whether a qualification can be considered as an 'equivalent'); and/or
  - d) The Performance Manager:
    - has been employed as a Performance Manager for at least five years in a Top League or national association; or
    - ii. has five years' experience in similar elite sports.
- 53. If a Performance Manager is not granted a GBE in accordance with paragraph 52 above, the Club may request that an Exceptions Panel consider the application. If the Club requests an Exceptions Panel, the procedure in paragraphs 58-65 shall apply.
- 54. If a Performance Manager is not granted a GBE in accordance with paragraphs 52 or 58-65, they will have no further opportunity to apply for a GBE unless their circumstances change and will not be eligible to be the Performance Manager for the applicant club.

# **DIRECTOR OF FOOTBALL'S CRITERIA**

- 55. Governing body endorsements will be available for migrants if they meet the following criteria:
  - a) The Director of Football has responsibility for some (if not all) of the following activities:
    - i. Shaping the short, medium and long-term strategic footballing plan for the club
    - ii. Advising in relation to youth development issues
    - Management of player transfers in and out of the club, including contract negotiations

- iv. Control over player research and football staff recruitment
- Overseeing all aspects of sports science at the club, including fitness, rehab and medical
- vi. Overseeing the development of the club's international profile vii. Handling all aspects of commercial contracts requiring "football" involvement
- viii. Managing the club's scouting department; and
- b) The Director of Football holds a UEFA professional licence or equivalent (The Scottish FA may consult with any relevant governing body to determine whether a qualification can be considered as an 'equivalent'); and/or
- c) The Director of Football has:
  - i. been employed as a Director of Football or equivalent role in a Top League during the Prescribed Time; and/or
  - ii. held the position of manager/head coach or assistant manager/coach in a Top League during the Prescribed Time; and/or
  - iii. held the position of manager/head coach or assistant manager/coach of an international team during the Prescribed Time which has an Aggregated FIFA World Ranking of 70 or above as at the date of the application for a GBE.
- 56. If a Director of Football is not granted a GBE in accordance with paragraph 55 above, the Club may request that an Exceptions Panel consider the application. If the Club requests an Exceptions Panel, the procedure in paragraphs 58-65 shall apply.
- 57. If a Director of Football is not granted a GBE in accordance with paragraphs 55 or 58-65, they will have no further opportunity to apply for a GBE unless their circumstances change and will not be eligible to be the Director of Football for the applicant club.

#### **EXCEPTIONS PANELS**

- 58. Where an application does not meet the published criteria, a club may request a panel to consider the player's skills and experience. In these cases, The Scottish FA will refer the club's evidence to an independent panel. An administration fee of £500 will be charged for each GBE application referred to an Exceptions Panel.
- 59. Where possible the club's supporting evidence will be sent to The Scottish FA and other football bodies in advance for their consideration in order to allow an informed decision.
- 60. The panel will normally consist of representatives from the relevant football bodies together with up to three independent experts. The Scottish FA will endeavour to ensure there are no conflicts of interest between the independent experts and the applicant club. If the applicant club wishes to object to the involvement of any of the independent experts it must do so in writing at least 24 hours before the panel hearing explaining their reasons for the objection.
- 61. The panel's terms of reference for are:
  - a) to consider whether the Player, Manager, Assistant Manager, Performance Manager or Director of Football is of the highest calibre
  - to consider whether the Player, Manager, Assistant Manager, Performance Manager or Director of Football is able to contribute significantly to the development of the game at the top level in Scotland
- 62. The panel will make a recommendation to The Scottish FA whose decision will then be relayed to the club. The details of the voting will not be disclosed. Each member of the Panel will provide written reasons for their own decision to the Secretary of the Panel. A positive vote is required to approve an application (e.g. 4-2, 5-1 or 6-0)

- 63. Full terms of reference and roles of the panel members and the club are available to attendees.
- 64. Clubs should note that, in respect of any application, there will only be one panel available (i.e. a panel and recommendation, followed by a decision). A club should therefore ensure that all evidence it wishes to present in support of its application is presented to the panel.
- 65. If the Exceptions Panel recommends to The Scottish FA that a GBE be granted, The Scottish FA will consider whether to grant a GBE (but is under no obligation to do so).

#### **GLOSSARY (MEN'S FOOTBALL)**

**Aggregated FIFA World Rankings** means the aggregated rankings list for senior men's international teams over the International Reference Period. The Scottish FA will produce the aggregated two-year rankings list on a monthly basis when the FIFA World Rankings are published. These will be made available on request.

**Assistant Manager** means any assistant first team manager or assistant head coach who is not a citizen of the United Kingdom or Ireland and has not acquired permanent residence in the United Kingdom, been granted pre-settled status or settled status under the EU Settlement.

Available B Team Minutes means the total number of minutes (including, for the avoidance of doubt, any injury time or added time) played by the B Team of the Youth Player's Last Club in the Last Season, minus the number of minutes that the Youth Player was Unavailable for Selection. If the Youth Player has played for two (or more) clubs during the Last Season, the Available B Team Minutes for each club should be calculated by reference to the period of time the Youth Player was registered (or on loan) for each club during the Last Season. For the purposes of paragraph 44 (Youth - League Quality of Player's Current Club), Available B Team Minutes shall be calculated by reference to the Reference Period rather than Last Season.

Available Band 1 Youth Internationals means the total number of matches played by the Young Player's National Association during the Reference Period in the Band 1 Youth Internationals the Young Player was eligible to play in, minus the number of matches that the Player was Unavailable for Selection. For the avoidance of doubt, a player who is eligible to play in specific Age Group matches (for example U17) shall not also be considered to be eligible to play in any older Age Groups matches unless he has appeared on the matchday squad list for that Age Group for at least one match during the Reference Period, in which case he shall be considered eligible to play in all matches for that age group from that date onwards until the end of the Reference Period.

Available Band 2 Youth Internationals means the total number of matches played by the Young Player's National Association during the Reference Period in the Band 2 Youth Internationals the Young Player was eligible to play in, minus the number of matches that the Player was Unavailable for Selection. For the avoidance of doubt, a player who is eligible to play in specific age group matches (for example U17) shall not also be considered to be eligible to play in any older age groups matches unless he has appeared on the matchday squad list for that age group for at least one match during the Reference Period, in which case he shall be considered eligible to play in all matches for that age group from that date onwards until the end of the Reference Period.

Available Continental Minutes means the total number of minutes (including, for the avoidance of doubt, any injury time or added time) played by the Player's club in a Continental Competition during the Reference Period, minus the number of minutes that the Player was Unavailable for Selection. If the Player has played for two (or more) clubs during the Reference Period, the Available Continental Minutes for each club should be calculated by reference to the period of time the Player was registered (or on loan) for each club during the Reference Period.

Available CONMEBOL U20 Libertadores Minutes means the total number of minutes (including, for the avoidance of doubt, any injury time or added time) played by the Youth Player's Last Club in the CONMEBOL U20 Libertadores in the Last Season, minus the number of minutes that the Youth Player was Unavailable for Selection. If the Youth Player has played for two (or more) clubs during the Last Season, the Available CONMEBOL U20 Libertadores Minutes for each club should be calculated by reference to the period of time the Youth Player was registered (or on loan) for each club during the Last Season. For the purposes of paragraph 44 (Youth - League Quality of Player's Current Club), Available CONMEBOL U20 Libertadores Minutes shall be calculated by reference to the Reference Period rather than Last Season.

Available Domestic Cup Minutes means the total number of minutes (including, for the avoidance of doubt, any injury time or added time) played by the Player's club in a Domestic Cup during the Last Season, minus the number of minutes that the Player was Unavailable for Selection. If the Player has played for two (or more) clubs during the Last Season, the Available Domestic Cup Minutes for each club should be calculated by reference to the period of time the Player was registered (or on loan) for each club during the Last Season. For the purposes of paragraph 36 (League Quality of Player's Current Club), Available Domestic Cup Minutes shall be calculated by reference to the Reference Period rather than Last Season.

Available Domestic Minutes means the total number of minutes (including, for the avoidance of doubt, any injury time or added time) played by the Player's club in its domestic league competition during the Reference Period, minus the number of minutes that the Player was Unavailable for Selection. If the Player has played for two (or more) clubs during the Reference Period, the Available Domestic Minutes for each club should be calculated by reference to the period of time the Player was registered (or on loan) for each club during the Reference Period.

Available International Matches means the total number of matches played by the Player's National Association in Senior Competitive International Matches during the International Reference Period, minus the number of matches that the Player was Unavailable for Selection. If less than 30% of the matches played by the Player's National Association during the International Reference Period were Senior Competitive International Matches, Available International Matches shall also include International Friendlies.

Available UEFA Youth League Minutes means the total number of minutes (including, for the avoidance of doubt, any injury time or added time) played by the Youth Player's Last Club in the UEFA Youth League in the Last Season, minus the number of minutes that the Youth Player was Unavailable for Selection. If the Youth Player has played for two (or more) clubs during the Last Season, the Available UEFA Youth League Minutes for each club should be calculated by reference to the period of time the Youth Player was registered (or on loan) for each club during the Last Season. For the purposes of paragraph 44 (Youth - League Quality of Player's Current Club), Available UEFA Youth League Minutes shall be calculated by reference to the Reference Period rather than Last Season.

Available Youth Competition Minutes means the total number of minutes (including, for the avoidance of doubt, any injury time or added time) played by the Youth Player's Last Club in Youth Competitions in the Last Season, minus the number of minutes that the Youth Player was Unavailable for Selection. If the Youth Player has played for two (or more) clubs during the Last Season, the Available Youth Competition Minutes for each club should be calculated by reference to the period of time the Youth Player was registered (or on loan) for each club during the Last Season. For the purposes of paragraph 44 (Youth - League Quality of Player's Current Club), Available Youth Competition Minutes shall be calculated by reference to the Reference Period rather than Last Season.

Auto Pass Percentage means the percentage set out in Table 1 of this criteria.

**B Team** means a secondary team of a club which plays in a lower domestic professional division within the same league structure as the club's first team.

Band 1 means the English Premier League, the Bundesliga, La Liga, Serie A and Lique 1.

Band 1 Continental Competition means the UEFA Champions League and the Copa Libertadores.

**Band 1 Youth Internationals** means any match played by the Youth Player's National Association in the following tournaments:

- 1) FIFA U20 World Cup Finals;
- 2) FIFA U17 World Cup Finals;
- 3) UEFA U21 European Championships;
- 4) UEFA U19 European Championships;
- 5) UEFA U17 European Championships;
- 6) CONMEBOL U20 South American Youth Football Championship;
- 7) CONMEBOL U17 South American Youth Football Championship;
- 8) CAF U20 African Cup of Nations;
- 9) CAF U17 African Cup of Nations;
- 10) CAF U23 Championship;
- 11) AFC U23 Asia Nations Cup;
- 12) AFC U20 Asia Nations Cup;
- 13) AFC U17 Asia Nations Cup:
- 14) CONCACAF U20 Championship;
- 15) CONCACAF U17 Championship:
- 16) OFC U20 Championship;
- 17) OFC U17 Championship;
- 18) Olympic Games; and
- 19) Toulon Tournament.

**Band 2** means the Portuguese Primeira Liga, Eredivisie, Belgian First Division A, the Turkish Super Liq and the English Championship.

**Band 2 Continental Competition** means the UEFA Conference League, the UEFA Europa League, the Copa Sudamerica and the FIFA Club World Cup.

**Band 2 Youth Internationals** means any match played by the Youth Player's National Association in order to qualify for a Band 1 Youth International or any other competitive match played by the U17 – U23 teams of the Youth Player's National Association.

**Band 3** means the, Campeonato Brasileiro Série A, Primera División of Argentina, Liga MX, the USA's Major League Soccer, and the Scottish Premiership.

 $\textbf{Band 3 Continental Competition} \ \ \text{means any continental competition which is not a Band 1} \ \ \text{Continental Competition or Band 2 Continental Competition}.$ 

**Band 4** means the Czech First League, Croatian First Football League, the Swiss Super League, La Liga 2, Bundesliga 2, Ukrainian Premier League, the Greek Superleague, the Colombian Categoría Primera A, the Austrian Football Bundesliga, the Danish Superliga, the Russian Premier League and Lique 2.

**Band 5** means the Serbian SuperLiga, the Polish Ekstraklasa, the Slovenian PrvaLiga, the Chilean Primera División, the Uruguayan Primera División, the Swedish Allsvenken division, the Norwegian

Elitserien division, the Hungarian Namzeti Bajnoksag I, the South Korean K League 1, the Italian Serie B, the Australian A-League, the Japanese J1 League and the EFL League One.

Band 6 means all leagues not in Band 1, Band 2, Band 3, Band 4 or Band 5.

**Certificate of Sponsorship** means a certificate assigned to a Player or Manager/Head Coach, Assistant Manager, Performance Manager or Director of Football pursuant to a club's Sponsor's Licence.

**CONMEBOL U20 Libertadores** means the youth football competition organised by the South American Football Confederation.

**Continental Competition** means a Band 1 Continental Competition, a Band 2 Continental Competition or a Band 3 Continental Competition.

**Continental Progression** means the progress made by the Player's Last Club in a Continental Competition in the Last Season.

#### Current Club means:

- the Player's Last Club, if the application for a GBE is made after the club the Player plays for on the date of the application has completed its season; or
- the club the Player is playing for on the date the application is made, if the application for a GBE is made before the club the Player plays for on the date of the application has completed its season (i.e. mid-season).

If the Player is a Free Agent, the Player's Current Club is the club the Player played in the half of the season immediately before the date the application is made. If the Player is a Free Agent and was not registered for any club in the half of the season immediately before the date the application is made, he shall not be granted any points for the criteria which adopt this definition.

If a Player has not been named in a match day squad list within the first transfer window of the season for the club the Player is registered for as at the date the application is made, the Player's Current Club is the Player's Last Club.

**Director of Football** means a director of football, technical director or head of recruitment who is not a citizen of the United Kingdom or Ireland and has not acquired permanent residence in the United Kingdom, been granted pre-settled status or settled status under the EU Settlement Scheme.

**Domestic Cup** means any domestic cup competition which is open to clubs in the country's top domestic division and provides a route for qualification to a Band 1 Continental Competition or Band 2 Continental Competition.

**Exceptions Panel** means a panel appointed by The Scottish FA to consider an application for a GBE in accordance with paragraphs 58-65.

**Extended GBE** means a new GBE applied for by a Club in respect of a Player or Manager/Head Coach, Assistant Manager, Performance Manager or Director of Football who has already received a GBE for that Club which is due to expire.

FIFA means the Fédération Internationale de Football Association.

**Final League Position** means the final league position of the Player's Last Club at the end of the Last Season. If the Last Season did not finish but a final league table was compiled, the Last Club's league position shall be taken from that final league table.

GBE means Governing Body Endorsement.

**Home Association** means The Football Association, the Football Association of Wales and The Irish Football Association.

**International Friendlies** means any match played by the National Association's senior team which is not a Senior Competitive International Match.

#### International Reference Period means:

- the twenty four months prior to the date of the application for a GBE, if the Player is not a Youth Player; or
- the twelve months prior to the date of the application for a GBE, if the Player is a Youth Player.

ISP means the International Sportsperson route.

ISP (long term) means an application for a period of stay exceeding 12 months.

ISP (short term) means an application for a period of stay of 12 months or less.

Last Club means the club the Player played for in the Last Season. If the Player played for two (or more) clubs during the Last Season, the Player's Last Club is the club the Player played for at the end of the Last Season.

Last Season means the last full season prior to the date of the application for a GBE.

**Loans** means temporary transfers which do not extend beyond the end of the season in which the registration is temporarily transferred.

Manager means any first team manager or first team head coach who is not a citizen of the United Kingdom or Ireland and has not acquired permanent residence in the United Kingdom, been granted pre-settled status or settled status under the EU Settlement Scheme or who is not eligible to apply to the EU Settlement Scheme.

**National Association** means a football association that is a member of, and recognised by, FIFA. Partial Responsibility means responsibility for giving advice or assistance in respect of the first team to someone with overall responsibility.

PBS means the Home Office Points Based System.

**Performance Manager** means a performance manager or coach (including but not limited to a fitness, goalkeeping, youth, academy and/or throw-in coach) who is not a citizen of the United Kingdom or Ireland and has not acquired permanent residence in the United Kingdom, been granted pre-settled status or settled status under the EU Settlement Scheme.

**Player** means any player who is not a citizen of the United Kingdom or Ireland and has not acquired permanent residence in the United Kingdom, been granted pre-settled status or settled status under the EU Settlement Scheme.

Player's Domestic Cup Minutes means the percentage of Available Domestic Cup Minutes the Player played in. If the Player has played for two (or more) clubs during the Last Season, the Player's Domestic Cup Minutes shall be calculated for each club and an average of those percentages should then be calculated. For the purposes of paragraph 36 (League Quality of Player's Current Club), Available Domestic Cup Minutes shall be calculated by reference to the Reference Period rather than Last Season.

Player's Domestic Minutes means the percentage of Available Domestic Minutes the Player played in. If the Player has played for two (or more) clubs during the Reference Period, the Player's Domestic Minutes shall be calculated for each club and an average of those percentages should then be calculated.

Player's Continental Minutes means the percentage of Available Continental Minutes the Player played in. If the Player has played for two (or more) clubs during the Reference Period, the Player's Continental Minutes shall be calculated for each club and an average of those percentages should then be calculated. If only one of the clubs played in a Continental Competition, the Player's Continental Minutes shall be the percentage the Player played in for that club.

**Player's International Appearances** means the percentage of Available International Matches the Player played in.

**Player's National Association** means the National Association the Player plays for, or has declared for, as at the date of the application for a GBE.

**Prescribed Time** means (a) a cumulative total of at least 36 months or (b) a consecutive total of at least 24 months within the five year period immediately prior to the date of the application for a GBE.

Guidance: Where the applicant has moved between clubs during the Reference Period, the time spent at those clubs shall be considered 'consecutive' for the purposes of point (b) above if:

- (i) the former club and subsequent club were members of a league in the same Band at the time of the move, or the subsequent club was a member of a league in a higher Band than the former club at the time of the move; and
- (ii) no more than 7 days passed between the termination of the applicant's contract with the former club and the commencement of the applicant's contract with the subsequent club

**Reference Period** means the twelve months prior to the date of the application for a GBE. Scottish Club means a club affiliated to The Scottish FA.

The Scottish FA means The Scottish Football Association

**Season** means the period commencing on the date of the first match of The Scottish Professional Football League and ending on the date of the last match of The Scottish Professional Football League

**Senior Competitive International Matches** means any match played by the National Association's senior team in the following tournaments:

- 1) FIFA World Cup Finals;
- 2) FIFA World Cup Qualifying Groups;
- 3) FIFA Confederations Cup; and
- 4) Continental Cup Qualifiers and Finals, including but not limited to:
  - a. UEFA European Championships and Qualifiers;
  - b. UEFA Nations League Groups and Final Stages;
  - c. CAF African Cup of Nations and Qualifiers;
  - d. AFC Asia Nations Cup and Qualifiers;
  - e. CONCACAF Gold Cup;
  - CONCACAF Copa Caribe;

- g. UNCAF Nations Cup;
- h. CONMEBOL Copa America; and
- i. OFC Nations Cup.

Sponsor's Licence means a licence obtained from the Home Office under the PBS.

Top League means any league in Band 1, Band 2, Band 3, Band 4 or Band 5.

Unavailable for Selection means the player was not available to play due to injury, on-field suspension or any other circumstances which would prevent the player from physically entering the field of play. For the avoidance of doubt, a player may not be classed as injured (and therefore Unavailable for Selection) if he was listed as a substitute in a match and was not used and such matches may not be eligible for exclusion when calculating the Available Minutes (as applicable). In international competitions where players are listed as substitutes regardless of whether or not they are injured, players may be classed as injured (and therefore Unavailable for Selection) if sufficient evidence is provided of their injury.

Guidance: For the avoidance of doubt a Player cannot be classed as Unavailable for Selection for the parent club if he is on loan at another club.

**UEFA Youth League** means the youth football competition ordered by the Union of European Football Associations.

**Youth Competition** means a top domestic youth league as defined by the relevant National Association or professional league as appropriate.

**Youth Player** means a Player who is under 21 as at the date the application for a GBE is made.

**Youth Player's Band 1 International Appearances** means the percentage of Available Band 1 Youth Internationals the Youth Player played in.

**Youth Player's Band 2 International Appearances** means the percentage of Available Band 2 Youth Internationals the Youth Player played in.

Youth Player's B Team Minutes means the percentage of Available B Team Minutes the Youth Player played in. If the Youth Player has played for two (or more) clubs during the Reference Period, the Youth Player's B Team Minutes shall be calculated for each club and an average of those percentages should then be calculated (provided that each club had a B Team). If only one of the clubs had a B Team, the Youth Player's B Team Minutes shall be the percentage the Youth Player played in for that club. For the purposes of paragraph 44 (Youth - League Quality of Player's Current Club), the Youth Player's B Team Minutes shall be calculated by reference to the Reference Period rather than Last Season.

Youth Player's CONMEBOL U20 Libertadores Minutes means the percentage of Available CONMEBOL U20 Libertadores Minutes the Youth Player played in. If the Youth Player has played for two (or more) clubs during the Reference Period, the Youth Player's CONMEBOL U20 Libertadores Minutes shall be calculated for each club and an average of those percentages should then be calculated (provided that each club participated in the CONMEBOL U20 Libertadores). If only one of the clubs participated in the CONMEBOL U20 Libertadores, the Youth Player's CONMEBOL U20 Libertadores Minutes shall be the percentage the Youth Player played in for that club. For the purposes of paragraph 44 (Youth - League Quality of Player's Current Club), the Youth Player's CONMEBOL U20 Libertadores Minutes shall be calculated by reference to the Reference Period rather than Last Season.

Youth Player's UEFA Youth League Minutes means the percentage of Available UEFA Youth League Minutes the Youth Player played in. If the Youth Player has played for two (or more) clubs during the Reference Period, the Youth Player's UEFA Youth League Minutes shall be calculated for each club and an average of those percentages should then be calculated (provided that each club participated in the UEFA Youth League). If only one of the clubs participated in the UEFA Youth League Minutes shall be the percentage the Youth Player's UEFA Youth League Minutes shall be the percentage the Youth Player played in for that club. For the purposes of paragraph 44 (Youth - League Quality of Player's Current Club), the Youth Player's UEFA Youth League Minutes shall be calculated by reference to the Reference Period rather than Last Season.

Youth Player's Youth Competition Minutes means the percentage of Available Youth Competition Minutes the Youth Player played in. If the Youth Player has played for two (or more) clubs during the Reference Period, the Youth Player's Youth Competition Minutes shall be calculated for each club and an average of those percentages should then be calculated (provided that each club participated in a Youth Competition). If only one of the clubs participated in a Youth Competition, the Youth Player's Youth Competition Minutes shall be the percentage the Youth Player played in for that club. For the purposes of paragraph 44 (Youth - League Quality of Player's Current Club), the Youth Player's Youth Competition Minutes shall be calculated by reference to the Reference Period rather than Last Season.

#### **GOVERNING BODY ENDORSEMENT REQUIREMENTS FOR WOMEN'S FOOTBALL**

#### **GBE STATUS**

- 66. A club must obtain a GBE from The Scottish FA before a Player is permitted to undertake any employment duties for the club (including participation at training and in friendly matches). A Player can register for a club without a GBE but, in order to play any football, she must have obtained a GBE, been assigned a Certificate of Sponsorship by that club and secured permission to stay under the International Sportsperson route (ISP) of the Home Office Points Based System (PBS) (subject to satisfying any other eligibility requirements of The Scottish FA and any competitions the club participates in).
- 67. Before a Manager/Head Coach, Assistant Manager, Performance Manager or Director of Football is permitted to undertake any employment duties for the club, the club must have obtained a GBE in respect of the Manager/Head Coach, Assistant Manager, Performance Manager or Director of Football and they must have been assigned a Certificate of Sponsorship by that club and secured permission to stay under ISP of the PBS.
- 68. A club can apply for a GBE for a Player or Manager/Head Coach, Assistant Manager, Performance Manager or Director of Football at any time during the Season. In order to apply for a GBE, a club must hold a valid Sponsor's Licence under ISP of the PBS. In order to apply for and obtain a valid Sponsor's Licence, a club must have obtained an endorsement letter for a Sponsor's Licence from The Scottish FA. If a Club's Sponsor's Licence is revoked, any Player or Manager/Head Coach, Assistant Manager, Performance Manager or Director of Football who has obtained a GBE in order to play for or manage the Club may have their permission curtailed and may have to make a change in employment application which must be granted before the Player or Manager/Head Coach, Assistant Manager, Performance Manager or Director of Football can undertake any employment duties for the new club.
- 69. The applicant Club must be participating in the SWPL or in membership of the Scottish Women's Football (SWF). During the period of endorsement, the player may only play for clubs in membership of those leagues (i.e. the Player may not be loaned to a club below the SWF). Clubs in other leagues within the women's football pyramid are not permitted to field Players unless:

- a) The Player has obtained a visa outside the GBE system which permits them to play football (on such terms as they in fact play); and
- b) The Player's employment by the club complies with the terms and conditions of their visa and any relevant immigration law, including the Immigration Rules (or any successor legislation), and including but not limited to in relation to the requirements regarding professional sportspersons.
- 70. If The Scottish FA grants an application for a GBE for a Player or Manager/Head Coach, Assistant Manager, Performance Manager or Director of Football in accordance with these criteria, the club is permitted to assign a Certificate of Sponsorship to the Player or Manager/Head Coach, Assistant Manager, Performance Manager or Director of Football for the period covered by the GBE. The GBE must be presented to the Home Office when the club applies for entry clearance on behalf of a Player or Manager/Head Coach, Assistant Manager, Performance Manager or Director of Football, which must be done within 3 months of a Certificate of Sponsorship being assigned. Any Certificate of Sponsorship and a copy of the Player's or Manager's/Head Coach's, Assistant Manager's, Performance Manager's or Director of Football's biometric residence permit must be submitted to The Scottish FA by the club within 3 months of being assigned. Clubs must keep a copy of the relevant page of the Player's or Manager's/Head Coach's, Assistant Manager's, Performance Manager's or Director of Football's passport evidencing their entitlement to work and contact details for the Player or Manager/Head Coach, Assistant Manager, Performance Manager or Director of Football, which must be provided to The Scottish FA upon request. The club will also have to comply with any other criteria set by the Home Office in order to secure permission to stay under ISP of the PBS.
- 71. A GBE under ISP of the PBS will be granted for three years or the length of the Player's or Manager's/Head Coach's, Assistant Manager's, Performance Manager's or Director of Football's contract (whichever is shorter). A Player or Manager/Head Coach, Assistant Manager, Performance Manager or Director of Football will not be eligible to play/work for the club beyond the expiry date of the GBE unless the club has applied for and obtained an Extended GBE before the existing GBE has expired in accordance with these criteria and the PBS.

#### **EXTENSIONS TO OR TRANSFERS OF A GBE**

- 72. An Extended GBE under ISP of the PBS can be obtained for three years or the length of the Player's/ Manager's/Head Coach's, Assistant Manager's, Performance Manager's or Director of Football's contract (whichever is shorter).
- 73. If a club wishes to retain the services of a migrant, they should submit a new application before the work permit or Certificate of Sponsorship expires. If the criteria are satisfied, an endorsement will be issued for the period of their contract, up to a maximum of three years. Where the migrant does not satisfy the criteria, The Scottish FA will consult with the other relevant football bodies by email, providing any details put forward by the club in favour of that individual. If it is their unanimous recommendation that the application does not need to be considered by a panel, then the case can be processed without.
- 74. A club wishing to sign a migrant from another UK club must submit an application to The Scottish FA. If the criteria are satisfied, a governing body endorsement will be issued for a maximum of three years in respect of their employment with the new club.
- 75. A Player or Manager/Head Coach, Assistant Manager, Performance Manager or Director of Football who has been granted a GBE under ISP (short term) of the PBS can apply (in country) to transfer to a GBE under ISP (long term) of the PBS. The club must submit a new application for a GBE and provide a pass certificate, or other written confirmation

- containing an appropriate reference number, from an accredited English language test centre that the Player has passed the English language test required to secure permission to stay under ISP (long term) of the PBS.
- 76. A Player or Manager/Head Coach, Assistant Manager, Performance Manager or Director of Football who has been granted a GBE must submit a new application for a GBE if they wish to permanently transfer (or has permanently transferred) to another club. If the GBE is granted, the player or Manager/Head Coach, Assistant Manager, Performance Manager or Director of Football must submit a change of employment application to the Home Office, which must be granted before the Player or Manager/Head Coach, Assistant Manager, Performance Manager or Director of Football can undertake any employment duties for the new club.
- 77. The club must inform the Home Office within 10 days if a Player or Manager/Head Coach, Assistant Manager, Performance Manager or Director of Football:
  - a) does not turn up for employment;
  - b) is absent for more than 10 working days without permission;
  - c) has their contract terminated during the period that a GBE is effective;
  - d) is no longer sponsored by the club for any other reason; or
  - e) experiences significant changes in their circumstances (such as a change in job title, salary or location of employment).
- 78. The club must also inform the Home Office if there is a change of circumstances at the club within 20 working days. A change in circumstances might include changes of name, address or contact details, changes in structure (including mergers, takeovers and de-mergers), changes in financial circumstances (such as administration, receivership, company voluntary arrangement, debt arrangement scheme, liquidation or sequestration).

#### **TEMPORARY TRANSFERS/LOANS**

- 79. If a Player who has been granted a GBE in accordance with these criteria is loaned to another club during the period of validity of the GBE, the Player's club must notify the Home Office of the loan and change of location via the Sponsor Management System within 10 working days (regardless of the jurisdiction in which the loanee club is based). The loaning club will retain responsibility as the Player's sponsor. Loans are only permissible within the Player's current period of approval and should not be used to avoid making extension or change of employment applications.
- 80. If a Player is loaned from a Scottish Club to another Scottish Club (a "Domestic Loan"), no GBE application will be required by the loanee club. If the Player is loaned from a Scottish Club to a club affiliated to another Home Association, or another National Association, the governing body endorsement process of that association will have to be satisfied by the loanee club.
- 81. If a Domestic Loan is made permanent, the new club will be required to submit an application for a GBE (which must comply with the requirements set out in these criteria). If the GBE is granted, the player will need to make a change of employment application. Provided the Domestic Loan continues until the date on which the change of employment application is granted, the Player can continue to play for the new club in the interim period.
- 82. Where a Player is moving to a club outside the UK on a temporary transfer basis, their parent club must again inform the Home Office of the Player's technical change of employment. When the Player returns to their parent club after the loan period, they do not need to be tested again against the entry criteria and may simply resume their employment

with their original club (providing their existing permission remains valid beyond the date of their return), on the basis that they have an existing Certificate of Sponsorship and have already met the entry requirements at the beginning of their employment with that club.

- 83. If a Player is loaned from a club affiliated to another National Association (including any Home Association) to a Scottish Club, a GBE application will be required (which must comply with the requirements set out in these criteria). Any Player joining a Scottish Club on loan from an overseas club (outside the UK) must meet all the requirements of ISP and therefore an application must be submitted to The Scottish FA. International loan Players are also subject to appeal panels if they do not meet the criteria. When a Player returns to her parent club after a loan period, no GBE application will be required by the parent club (provided the GBE remains valid beyond the date of the Player's return). The parent club must report this to the Home Office via the Sponsor Management System, within 10 working days of the player's return.
- 84. GBEs will not be issued in respect of Players who are trialling with a Scottish Club. If a Club wishes to trial a Player, it should contact the Home Office.

#### **APPLICATION PROCESS**

- 85. An administration fee of £200 will be charged for each application for a governing body endorsement.
- 86. If any information submitted as part of the GBE application process is amended (including the terms and conditions of a migrant's contract):
  - a) before a GBE has been granted and before the migrant is registered with The Scottish
    FA, the club must inform The Scottish FA who may require a new application to be
    submitted (and a new fee to be paid);
  - after a GBE has been granted but before the migrant is registered with The Scottish FA, the club must inform The Scottish FA who may require a new application to be submitted (and a new fee to be paid);
  - c) after a GBE has been granted and after the migrant is registered, the club must inform the Home Office via the Sponsorship Management System. The Home Office will confirm whether they require a new application to be submitted (and a new fee to be paid).

#### **PLAYER'S CRITERIA**

- All Players shall be assessed in accordance with paragraphs 97-109 if they do not achieve the pass mark in paragraph 88.
- 88. The Scottish FA will grant a GBE if the Player's International Appearances meet the Auto Pass Percentage set out in Table 1 of the criteria.
- If a Player is not granted a GBE in accordance with paragraph 88 above, The Scottish FA will grant a GBE if a Player achieves 20 or more points in accordance with paragraphs 97-109.
- 20. The Club may request that an Exceptions Panel consider the application if a Player does not achieve 20 points in accordance with paragraphs 97-109.

- 91. If the Club requests an Exceptions Panel, the procedure in paragraphs 122-129 shall apply.
- 92. If a Player is not granted a GBE in accordance with paragraph 88, 89 or paragraphs 122-129, she will have no further opportunity to apply for a GBE unless her circumstances change and will not be eligible to play for the applicant club. A second application for the same player by the same applicant club shall not be considered during a single Registration Period.

#### **CALCULATIONS**

- 93. If a Player has played for two (or more) clubs during the Reference Period, or a Player is or has been a Free Agent during the Reference Period, the Player's Continental Minutes, Player's Domestic Cup Minutes and Player's Domestic Minutes (each, the "Minutes") will be calculated in accordance with paragraphs 94-95 below.
- 94. For each of the Minutes criteria, the applicant club should calculate a weighted average as follows:
  - a) Calculate the number of days during the Reference Period the Player has been registered for each/any club or no club (as appropriate).
  - b) Calculate the percentage of the overall Reference Period that each of those periods of time represents.
  - c) Calculate the percentage of Minutes played as a proportion of the total Available Continental Minutes, Available Domestic Cup Minutes or Available Domestic Minutes (respectively).
  - d) Multiply each of the numbers at (b) by their corresponding number at (c).
  - e) Add each of the numbers at (d) to find the weighted average value for the Minutes.
- 95. If only one of the clubs played in a Continental Competition, the Player's Continental Minutes shall be the percentage the Player played in for that club.
- 96. If the calculation of a Player's International Appearances, Player's Domestic Minutes, Player's Domestic Cup Minutes or Player's Continental Minutes (or any other percentage) results in:
  - a) a decimal number of .5 or higher, the number will be rounded up to the next whole number; or
  - b) a decimal number of lower than .5, the number will be rounded down to the next whole number.

#### PLAYER'S INTERNATIONAL APPEARANCES

97. A Player shall be granted the number of points set out in Table 1 in respect of the Player's International Appearances.

Table 1							
	Aggregated FIFA Women's World Ranking of the Player's National Association						
Player's International Appearances	1-5	1-5 6-10 11-20 21-40 41+					
90-100%	Auto Pass	Auto Pass	Auto Pass	Auto Pass	3		
80-89%	Auto Pass	Auto Pass	Auto Pass	Auto Pass	2		
70-79%	Auto Pass	Auto Pass	Auto Pass	4	0		
60-69%	Auto Pass	Auto Pass	5	2	0		
50-59%	Auto Pass	7	4	0	0		
40-49%	10	6	3	0	0		
30-39%	9	5	2	0	0		
20-29%	8	4	0	0	0		
10-19%	7	3	0	0	0		
1-9%	6	2	0	0	0		

#### PLAYER'S DOMESTIC LEAGUE MINUTES

98. A Player shall be granted the number of points set out in Table 2 in respect of the Player's Domestic League Minutes.

Table 2			
Player's Domestic Minutes	Band 1	Band 2	Band 3
90-100%	12	11	7
80-89%	11	10	6
70-79%	10	9	5
60-69%	9	8	4
50-59%	8	7	3
40-49%	7	6	0
30-39%	6	5	0
20-29%	0	0	0
10-19%	0	0	0
1-9%	0	0	0

If the Player has played in two domestic league competitions during the Reference Period, the Player shall be granted the higher of the points she is eligible for in Table 2.

#### PLAYER'S CONTINENTAL MINUTES

99. A Player shall be granted the number of points set out in Table 3 in respect of the Player's Continental Minutes

Table 3		
Player's Continental Minutes	Band 1 Continental Competition	Band 2 Continental Competition
90-100%	7	2
80-89%	6	1
70-79%	5	0
60-69%	4	0
50-59%	3	0
40-49%	2	0
30-39%	1	0
20-29%	0	0
10-19%	0	0
1-9%	0	0

100. If the Player has played in two Continental competitions during the Reference Period, the Player shall be granted the higher of the points she is eligible for in Table 3.

#### FINAL LEAGUE POSITION OF PLAYER'S LAST CLUB

101. A Player shall be granted the number of points set out in Table 4 in respect of the Final League Position of the Player's Last Club, provided (i) the Player appeared on the matchday squad list for the Player's Last Club for at least one match in its domestic league competition or (ii) the value of the Player's Domestic Cup Minutes was at least 1%, during the Last Season.

Table 4	
Last Club's Final League Position	Band 1, Band 2, Band 3
Title winner	10
Qualified for group stages of a Band 1 Continental Competition / play-off stages of a Band 1 League Competition	8
Qualified for qualifiers of a Band 1 Continental Competition / group stages of a Band 2 Continental Competitions / Top Half of League Table (excluding automatic relegation places)	6
Qualified for qualifiers of a Band 2 Continental Competition / Bottom Half of League Table	4
Relegation	0
Promotion	2
Relegation	0
Promotion	N/A

- 102. If the league in which the Player's Last Club participated contained an odd number of teams at the conclusion of the relevant season, for the purposes of Table 4 above a top half or bottom half finish will be determined using the approach adopted in the following example:
  - Relevant league contained 9 teams, which is 4.5 when divided by 2.
  - In this scenario, the number of teams shall be rounded to the nearest whole number (i.e. 4.5 becomes 5), such that a final league position of 1 to 5 would be considered a top-half finish, and positions 6 to 9 would be considered a bottom-half finish. If the relevant league contained 11 teams, then a final league position of 1 to 6 would be considered a top-half finish, and positions 7 to 11 would be considered a bottom half finish, and so on.
- 103. For the avoidance of doubt, a Player shall only be granted the higher of the points she is eligible for in Table 4.

#### CONTINENTAL PROGRESSION OF PLAYER'S LAST CLUB

104. A Player shall be granted the number of points set out in Table 5 in respect of the Continental Progression of the Player's Last Club, (i) the Player appeared on the matchday squad list for the Player's Last Club for at least one match in its domestic league competition or (ii) the value of the Player's Domestic Cup Minutes was at least 1%, during the Last Season.

Table 5		
Continental Progression	Band 1 Continental Competition	Band 2 Continental Competition
Final	8	3
Semi-Finals	7	2
Quarter-Finals	6	1
Round of 16	5	0
Round of 32/ Knock-out Phase Play-offs	4	0
Group stage/ League Phase	3	0
Other	0	0

- 105. If the relevant Continental Competition is knock-out only, the Player will be awarded the points listed for group stage in Table 5 for any round prior to the Round of 32.
- 106. For the avoidance of doubt, a Player shall only be granted the higher of the points she is eligible for in Table 5.

#### LEAGUE OUALITY OF PLAYER'S CURRENT CLUB

107. A Player shall be granted the number of points set out in Table 6 in respect of the band of the Player's Current Club, (i) the Player appeared on the matchday squad list for the Player's Last Club for at least one match in its domestic league competition or Continental Competition or (ii) the value of the Player's Domestic Cup Minutes was at least 1%, during the Reference Period.

Table 6	
Band of Player's Current Club	Points
Band 1	9
Band 2	7
Band 3	5

- 108. For the purposes of paragraph 107, Available Domestic Cup Minutes shall be calculated by reference to the Reference Period rather than Last Season.
- 109. If a Player has been loaned to a club in a lower band than her parent club and has made a first team appearance (on the pitch) for her parent club during the Reference Period, she shall be granted the higher of the points she would have been eligible for in accordance with Table 6 if her parent club was the Player's Current Club.

#### MANAGER'S/HEAD COACH'S CRITERIA

- 110. Governing body endorsements will be available for Managers/Head Coaches if they meet the following criteria:
  - a) Managers/Head Coaches must have overall responsibility for first team selection. Joint or partial responsibility for first team selection does not meet the criteria.
  - b) The Manager/Head Coach must:
    - a. hold a UEFA professional licence or equivalent (The Scottish FA may consult with any relevant governing body to determine whether a qualification can be considered as an 'equivalent'); and
    - b. have managed or coached in a professional league for at least two of the last five years; or
    - have managed or coached an international team with a FIFA Women's World Ranking of 40th or higher within the Prescribed Time.
- 111. If a Manager/Head Coach is not granted a GBE in accordance with paragraph 110 above, the Club may request that an Exceptions Panel consider the application. If the Club requests an Exceptions Panel, the procedure in paragraphs 122-129 shall apply.
- 112. If a Manager/Head Coach is not granted a GBE in accordance with paragraph 110 or 122-129, they will have no further opportunity to apply for a GBE unless their circumstances change and will not be eligible to be the Manager for the applicant club.

#### **ASSISTANT MANAGER'S CRITERIA**

113. Governing body endorsements will be available for Assistant Managers if they meet the following criteria:

- a) The Assistant Manager will have Partial Responsibility for the first team of the applicant club.
- b) The Assistant Manager holds a UEFA 'A' licence/diploma or equivalent (The Scottish FA may consult with any relevant governing body to determine whether a qualification can be considered as an 'equivalent').
- c) The Assistant Manager has:
  - i. held the position of manager/head coach or assistant manager/coach at a club in a Top League for the Prescribed Time; or
  - held the position of manager/head coach or assistant manager/coach of an international team for the Prescribed Time which had an Aggregated FIFA Women's World Ranking of 40th or above for the entire Prescribed Time.
- 114. If an Assistant Manager is not granted a GBE in accordance with paragraph 113 above, the Club may request that an Exceptions Panel consider the application. If the Club requests an Exceptions Panel, the procedure in paragraphs 122-129 shall apply.
- 115. If an Assistant Manager is not granted a GBE in accordance with paragraphs 113 or 122-129, they will have no further opportunity to apply for a GBE unless their circumstances change and will not be eliqible to be the Assistant Manager for the applicant club.

#### PERFORMANCE MANAGER'S CRITERIA

- 116. Governing body endorsements will be available for Performance Manager if they meet the following criteria:
  - a) The Performance Manager has responsibility for some (if not all) of the following activities:
    - Coaching teams, by demonstrating techniques and directing training and exercise sessions
    - Controlling discipline and recruiting ancillary staff such as coaches or physiotherapists
    - Monitoring and/or analysing technique and performance and determining how future improvements could be made
    - iv. Providing effective leadership to the performance team to support the strategic performance needs of the club
    - v. Providing expert performance advice to the manager and board on all performance matters
    - vi. Working and improving on the strength and conditioning of the first team squad
    - vii. Managing the key fitness, performance and sport science staff; and
  - The Performance Manager holds an undergraduate degree or masters in sport science or a related discipline; and/or
  - c) The Performance Manager holds a UEFA 'B' license/diploma or equivalent (The Scottish FA may consult with any relevant governing body to determine whether a qualification can be considered as an 'equivalent'); and/or
  - d) The Performance Manager:
    - i. has been employed as a Performance Manager or equivalent role for at least five years in a Top League or national association; and/or
    - ii. has five years' experience in similar elite sports.

- 117. If a Performance Manager is not granted a GBE in accordance with paragraph 116 above, the Club may request that an Exceptions Panel consider the application. If the Club requests an Exceptions Panel, the procedure in paragraphs 122-129 shall apply.
- 118. If a Performance Manager is not granted a GBE in accordance with paragraphs 116 or 122-129, they will have no further opportunity to apply for a GBE unless their circumstances change and will not be eligible to be the Performance Manager for the applicant club.

#### DIRECTOR OF FOOTBALL'S CRITERIA

- 119. Governing body endorsements will be available for Directors of Football if they meet the following criteria:
  - a) The Director of Football has responsibility for some (if not all) of the following activities:
    - i. Shaping the short, medium and long-term strategic footballing plan for the club
    - ii. Advising in relation to youth development issues
    - iii. Management of player transfers in and out of the club, including contract negotiations
    - iv. Control over player research and football staff recruitment
    - Overseeing all aspects of sports science at the club, including fitness, rehab and medical
    - vi. Overseeing the development of the club's international profile
    - vii. Handling all aspects of commercial contracts requiring "football" involvement
    - viii. Managing the club's scouting department; and
  - b) The Director of Football holds an undergraduate degree or masters in sport science or a related discipline; and/or
  - The Director of Football holds a UEFA professional licence or equivalent (The Scottish FA may consult with any relevant governing body to determine whether a qualification can be considered as an 'equivalent'); and/or
  - d) The Director of Football has:
    - been employed as a Director of Football or equivalent role in a Top League during the Prescribed Time: and/or
    - ii. held the position of manager/head coach or assistant manager/coach in a Top League during the Prescribed Time; and/or
    - iii. held the position of manager/head coach or assistant manager/coach of an international team during the Prescribed Time which has an Aggregated FIFA Women's World Ranking of 40th or above as at the date of the application for a GBE.
- 120. If a Director of Football is not granted a GBE in accordance with paragraph 119 above, the Club may request that an Exceptions Panel consider the application. If the Club requests an Exceptions Panel, the procedure in paragraphs 122-129 shall apply.
- 121. If a Director of Football is not granted a GBE in accordance with paragraphs 119 or 122-129, they will have no further opportunity to apply for a GBE unless their circumstances change and will not be eligible to be the Director of Football for the applicant club.

#### **EXCEPTIONS PANELS**

122. Where an application does not meet the published criteria, a club may request a panel to consider the applicant's skills and experience. In these cases, The Scottish FA will refer the club's evidence to an independent panel. An administration fee of £500 will be charged for each GBE application referred to an Exceptions Panel.

- 123. Where possible the club's supporting evidence will be sent to The Scottish FA and other football bodies in advance for their consideration in order to allow an informed decision.
- 124. The panel will normally consist of representatives from the relevant football bodies together with up to three independent experts. The Scottish FA will endeavour to ensure there are no conflicts of interest between the independent experts and the applicant club. If the applicant club wishes to object to the involvement of any of the independent experts it must do so in writing at least 24 hours before the panel hearing explaining their reasons for the objection.
- 125. The panel's terms of reference for are:
  - a) to consider whether the Player or Manager/Head Coach, Assistant Manager,
     Performance Manager or Director of Football is of the highest calibre
  - to consider whether the Player or Manager/Head Coach, Assistant Manager,
     Performance Manager or Director of Football is able to contribute significantly to the development of the game at the top level in Scotland
- 126. The panel will make a recommendation to The Scottish FA whose decision will then be relayed to the club. The details of the voting will not be disclosed. Each member of the Panel will provide written reasons for their own decision to the Secretary of the Panel. A positive vote is required to approve an application (e.g. 4-2, 5-1 or 6-0)
- 127. Full terms of reference and roles of the panel members and the club are available to attendees
- 128. Clubs should note that, in respect of any application, there will only be one panel available (i.e. a panel and recommendation, followed by a decision). A club should therefore ensure that all evidence it wishes to present in support of its application is presented to the panel.
- 129. If the Exceptions Panel recommends to The Scottish FA that a GBE be granted, The Scottish FA will consider whether to grant a GBE (but is under no obligation to do so).

### **GLOSSARY (WOMEN'S FOOTBALL)**

**Aggregated FIFA Women's World Rankings** means the FIFA Women's World Rankings for senior women's international teams aggregated across the preceding two-year period.

**Assistant Manager** means any assistant first team manager or assistant head coach who is not a citizen of the United Kingdom or Ireland and has not acquired permanent residence in the United Kingdom, been granted pre-settled status or settled status under the EU Settlement.

**Available Continental Minutes** means the total number of minutes (including, for the avoidance of doubt, any injury time or added time) played by the Player's club (in the group stages onwards) in a Continental Competition during the Reference Period, minus the number of minutes that the Player was Unavailable for Selection.

**Available Domestic Cup Minutes** means the total number of minutes (including, for the avoidance of doubt, any injury time or added time) played by the Player's club in a Domestic Cup during the Last Season, minus the number of minutes that the Player was Unavailable for Selection.

**Available Domestic League Minutes** means the total number of minutes (including, for the avoidance of doubt, any injury time or added time) played by the Player's club in its domestic league competition during the Reference Period (including any play-off games), minus the number of minutes that the Player was Unavailable for Selection.

Available International Matches means the total number of matches played by the Player's National Association in Senior Competitive International Matches during the International Reference Period, minus the number of matches that the Player was Unavailable for Selection. If less than 30% of the matches played by the Player's National Association during the International Reference Period were Senior Competitive International Matches, Available International Matches shall also include International Friendlies.

**Available Minutes** means the Available Continental Minutes, Available Domestic Cup Minutes, Available Domestic League Minutes and/or Available International Matches (as applicable).

Auto Pass Percentage means the percentage set out in Table 1 of this criteria.

**Band 1** means the English Women's Super League, French Feminine Division 1, German Frauen Bundesliga, Italian Femminile Serie A, the USA National Women's Soccer League, Spanish Women's Primera Division, Swedish Damallsvenskan and the Vrouwen Eredivisie.

**Band 2** means Australian A-League, Brazilian Feminio Serie A, Danish Elitedivisionen, Japanese WE League, Mexican Liga MX Femenil and Norwegian Toppserien.

Band 3 means all senior domestic leagues not in Band 1 or Band 2.

**Band 1 Continental Competition** means the UEFA Women's Champions League and the Copa Libertadores Femenina.

**Band 2 Continental Competition** means all continental competitions which are not Band 1 Continental Competitions.

**Certificate of Sponsorship** means a certificate assigned to a Player or Manager/Head Coach, Assistant Manager, Performance Manager or Director of Football pursuant to a club's Sponsor's Licence.

 $\begin{tabular}{ll} \textbf{Continental Competition} means a Band 1 Continental Competition or a Band 2 Continental Competition. \end{tabular}$ 

**Continental Progression** means the progress made by the Player's Last Club in a Continental Competition in the Last Season.

Current Club means, subject to the points below:

- the Player's Last Club, if the application for a GBE is made after the club the Player plays for as at the date of the application has completed its season; or
- 2) the club the Player is playing for as at the date the application is made, if the application for a GBE is made before the club the Player plays for as at the date of the application has completed its season (i.e. mid-season).

If the Player is a Free Agent, the Player's Current Club is the club the Player played in the half of the season immediately before the date the application is made. If the Player is a Free Agent and was not registered for any club in the half of the season immediately before the date the application is made, she shall not be granted any points for the criteria which adopt this definition.

If a Player has not been named in a match day squad list within the first transfer window of the season for the club the Player is registered for as at the date the application is made, the Player's Current Club is the Player's Last Club.

**Director of Football** means a director of football, technical director or head of recruitment who is not a citizen of the United Kingdom or Ireland and has not acquired permanent residence in the

United Kingdom, been granted pre-settled status or settled status under the EU Settlement Scheme.

**Domestic Cup** means any domestic cup competition which is open to clubs in the country's top domestic division and provides a route to qualification to a Band 1 Continental Competition or Band 2 Continental Competition.

**Exceptions Panel** means a panel appointed by The Scottish FA to consider an application for a GBE in accordance with paragraphs 123-130.

**Extended GBE** means a new GBE applied for by a Club in respect of a Player or Manager/Head Coach, Assistant Manager, Performance Manager or Director of Football who has already received a GBE for that Club which is due to expire.

FIFA means the Fédération Internationale de Football Association.

**Final League Position** means the final league position of the Player's Last Club at the end of the Last Season. If the Last Season did not finish but a final league table was compiled, the Last Club's league position shall be taken from that final league table.

**Free Agent** means a Player who is not registered for any club as at the date that the application for a GBE is made.

GBE means Governing Body Endorsement.

**Home Association** means The Football Association, the Football Association of Wales and The Irish Football Association.

**International Friendlies** means any match played by the National Association's senior team which is not a Senior Competitive International Match.

#### International Reference Period means:

- the twenty-four months prior to the date of the application for a GBE, if the Player is 22 or over on the date the GBE is applied for; or
- the twelve months prior to the date of the application for a GBE, if the Player is 21 or under on the date the GBE is applied for.

ISP means the International Sportsperson route.

ISP (long term) means an application for a period of stay exceeding 12 months.

ISP (short term) means an application for a period of stay of 12 months or less.

Last Club means the club the Player played for in the last full season prior to the date of the application for a GBE. If the Player played for two (or more) clubs during that season, the Player's Last Club is the club the Player played for at the end of the season. If the Player is a Free Agent and was not registered for any club at the end of the Last Season, she shall not be granted any points for the criteria which adopt this definition.

Last Season means the last full season prior to the date of the application for a GBE.

**Loans** means temporary transfers which do not extend beyond the end of the season in which registration is temporarily transferred.

**Manager** means any first team manager or first team head coach who is not a citizen of the United Kingdom or Ireland and has not acquired permanent residence in the United Kingdom, been granted pre-settled status or settled status under the EU Settlement Scheme.

National Association means a football association that is a member of, and recognised by, FIFA

**Overall Responsibility** means ultimate responsibility and decision making authority for the first team and first team selection. For the avoidance of doubt, Overall Responsibility does not mean sole responsibility for the first team and first team selection. A Manager can have Overall Responsibility even where they are advised or assisted by others (for example, assistant managers or assistant first team coaches).

**Partial Responsibility** means responsibility for giving advice or assistance in respect of the first team to someone with overall responsibility.

PBS means the Home Office Points Based System.

**Performance Manager** means a performance manager or coach (including but not limited to a fitness, goalkeeping, youth, academy and/or throw-in coach) who is not a citizen of the United Kingdom or Ireland and has not acquired permanent residence in the United Kingdom, been granted pre-settled status or settled status under the EU Settlement Scheme.

**Player** means any player who is not a citizen of the United Kingdom or Ireland and has not acquired permanent residence in the United Kingdom, been granted pre-settled status or settled status under the EU Settlement Scheme.

**Player's Domestic Cup Minutes** means the percentage of Available Domestic Cup Minutes the Player played in.

**Player's Domestic League Minutes** means the percentage of Available Domestic League Minutes the Player played in.

**Player's Continental Minutes** means the percentage of Available Continental Minutes the Player played in.

**Player's International Appearances** means the percentage of Available International Matches the Player played in.

**Prescribed Time** means (a) a cumulative total of at least 36 months or (b) a consecutive total of at least 24 months within the five-year period immediately prior to the date of the application for a GBE.

Guidance: Where the applicant has moved between clubs during the Reference Period, the time spent at those clubs shall be considered 'consecutive' for the purposes of point (b) above if:

- (i) the former club and subsequent club were members of a league in the same Band at the time of the move, or the subsequent club was a member of a league in a higher Band than the former club at the time of the move; and
- (ii) no more than 7 days passed between the termination of the applicant's contract with the former club and the commencement of the applicant's contract with the subsequent club.

Reference Period means the twelve months prior to the date of the application for a GBE.

**Season** means the period commencing on the date of the first match of The Scottish Women's Premier League and ending on the date of the last match of The Scottish Women's Premier League.

The Scottish FA means the Scottish Football Association

**Senior Competitive International Matches** means any match played by the National Association's senior team in the following tournaments:

- 1) FIFA Women's World Cup Finals and Qualifying Groups;
- 2) UEFA Women's Championships and Qualifiers;
- 3) African Championship for Women and Qualifiers;
- 4) Asian Women's Championships and Qualifiers;
- 5) CONCACAF Women's Gold Cup;
- 6) CONMEBOL Women's Championships and Qualifiers;
- 7) CONMEBOL & UEFA Finalissima
- 8) Olympic Football Tournament Women's Finals;
- 9) OFC; and
- 10) Olympic Qualifying (Asia, Africa and CONCACAF).

Sponsor's Licence means a licence obtained from the Home Office under the PBS.

SWF means Scottish Women's Football.

**SWPL** means the combination of association football clubs known as The Scottish Women's Premier League, operating under and administered and managed by The Scottish Women's Premier League Limited, a company incorporated under the Companies Act 2006 (Registered No. SC453428) and having its Registered Office at Hampden Park, Glasgow G42 9DE, and any successor thereto from time to time.

Top League means any league in Band 1 or Band 2.

Unavailable for Selection means the Player or Manager was not available to play due to injury, a period of automatic suspension arising from a sending-off or accumulation of cautions, or any other circumstances, including pregnancy or maternity leave (provided the combined period does not exceed 18 months), which would legitimately prevent the player or Manager from physically entering the field of play but which shall not include any other period of suspension imposed by the player's national association, UEFA, FIFA or the World Anti-Doping Agency or the Player's club not being obliged to release the Player or Manager for a Senior Competitive International Match or an International Friendly (as the match falls outside the FIFA international match calendar). For the avoidance of doubt, a player may not be classed as injured or otherwise unavailable (and therefore Unavailable for Selection) if they were listed as a substitute in a match and was not used. Such matches may not be eligible for exclusion when assessing the application. In international competitions where players are listed as substitutes regardless of whether or not they are injured, players may be classed as injured or otherwise unavailable (and therefore unavailable for selection) if sufficient evidence is provided to support this.

Guidance: For the avoidance of doubt a Player cannot be classed as Unavailable for Selection for the parent club if she is on loan at another club.

## ANNEX 4 — PLAYER REGISTRATION FORM

# SCOTTISH FA

## SCOTTISH FOOTBALL ASSOCIATION PLAYER REGISTRATION FORM

•				
	Date:			Number:
			PLAYER INFORMATION	
	_	COMET ID		
	_	Name		
	_	Surname		
		Date of Birth		
	_	Place of Birth		
	_	Nationality		
		Sex	DECICED ATION DETAILS	
Preside	us Club		REGISTRATION DETAILS	
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Registration				
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			CLUB'S CONSENT	
Club Represe	entative		OLOS O GONOLITI	
	Date			
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THE CLUB MUST ENSURE THAT THIS REGISTRATION FORM IS SUBMITTED TO THE SCOTTISH FA IN ACCORDANCE WITH THE SCOTTISH FA REGISTRATION PROCEDURES AND THE SCOTTISH FA COMET REGULATIONS.

## ANNEX 5 — OFFICIALS REGISTRATION FORM



## SCOTTISH FOOTBALL ASSOCIATION **REGISTRATION FORM - OFFICIALS**

References in this Registration Form to an "Official" encompass all non-playing roles at a club/organisation and shall include Team Scout, Team Official and/or other Team Staff roles (each as defined in the Scottish FA's Registration Procedures).

Date:			Form Number:
			OFFICIAL'S INFORMATION
	COM	ET ID	
		lame	
	Sur	name	
	Date of	Birth	
	Place of Birth		
	Natio	nality	
	G	ender	
			REGISTRATION DETAILS
Club/Organisation			
CL		CL	JB'S/ORGANISATION'S CONSENT
Club/Organisation Representative			
	Date		
			OFFICIAL'S CONSENT

For the purposes of the Data Protection Act 2018 and the UK General Data Protection Regulation (UK-GDPR), I, as the Official (signified 16 years of age, I, as the Official's parent or legal guarding, acknowledge and accept the Scottish FA's Privacy Notice, which is available on the Scottish FA's website or via the QR code/hyperlink in this Registration Form.



Scottish FA Rules and

I, as the Official (or, if the Official is under 16 years of age, I, as the Official's parent or legal guardian, confirm on behalf of the Official that he/she does):

- Infirm on behalf of the Official that he/she does):

  consent to being registered as an Official with the above-named Club/Organization, and agree that
  the above-named Club/Organization can use this Registration Form to register me in any Official
  agree to be bound by the Rules and Regulations of the Scottish FA (Which are available on the
  Scottish FA's website or via the OR code/hyperlink in his Registration Form) and of any Affiliated
  National Association, Affiliated Association or recognised football body (each as defined in the
  Scottish FA's Registration Procedures) whose jurisdiction the Official is subject to; and
  agree that the Scottish FA's can share the contents of this Registration Form with any Affiliated
  Notional Association, Affiliated Association or recognised football body (each as defined in the
  Scottish FA's Registration Procedures) whose jurisdiction the Official is subject to; only
  Notional Association, Affiliated Association or recognised football body (each as defined in the
  Scottish FA's Registration Procedures) whose jurisdiction the Official is subject to; for the purpose of
  body (as the case may be; and
  agree that the information contained in this Registration Form is true and accurate, and further
  agree to inform the above-named Club/Organisation immediately should any details in this
  Registration Form change at any point whilst the Official is registered with such Club/Organisation;
  and
- and consent to be registered with the above-named Club/Organisation as per the terms of my contract (if any) with the above-named Club/Organisation or, if there is no such contract, until such time as the registration is terminated.

	Official's Name	
	Official's Signature	
	Date of Signature	
	PARENT/GUARDIAN'S CONSENT - ONLY REQUIRED IF THE	OFFICIAL IS <mark>U16</mark> AS DETAILED ABOVE
	Parent/Guardian's Name	
	Parent/Guardian's Signature	
	Date of Signature	
	Please tick to hear from the Scottish FA and selected partners and thirr Associations and recognised football bodies) via email with news, information unsubscribe at any time and read our Privacy Notice which is availabe	tion and special offers we think will be of interest to you. You le on the Scottish FA's website or via the QR code/hyperlink in
П	Where the Official is under 16: By ticking this box, I, as the person's parer	nt or legal guardian, confirm on behalf of the person that the

THE CLUB/ORGANISATION MUST ENSURE THAT THIS REGISTRATION FORM IS SUBMITTED TO THE SCOTTISH FA IN ACCORDANCE WITH THE SCOTTISH FA REGISTRATION PROCEDURES AND THE SCOTTISH FA COMET REGULATIONS.

person's image on this Registration Form may be displayed on the Scottish FA COMET App.

## ANNEX 6 — AGREEMENT BETWEEN PROFESSIONAL PLAYER AND CLUB

(aside from those Clubs in the Scottish Professional Football League or the Scottish Women's Premier League)



This Player's Agreement entered into between

#### Scottish FA **Player's Agreement**



Secretary

To be used by clubs in membership of the Scottish Junior Football Association, and also clubs in membership of any relevant affiliated associations and recognised football bodies other than those in membership of the Scottish Professional Football League.

of, and as representing	Football Club, duly authorised
to enter into this Agreement on behalf of the said club (herein	nafter called "the club"); and
residing at	
(hereinafter called "the player"); witnesseth that the parties has	nave agreed the following:
agreed to serve the club as a professional football player from the dath hereof. John Charles and the player from the dath hereof. John Charles and the dath of th	who to the player, subject always to the rights of the condition of the responsibility of the condition of t
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consideration of these services and of the observance by the	e player of the terms and conditions of this Agreement, the club shall pay to the
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Player the sum of  Any additional terms and conditions must be filled in here, or Player's Agreement.  IN WITNESS WHEREOF: these presents are subscribed in triplica authorised club signatory thereof, and by the said on the day of before this witness.  Fill in name, designation and address of witness	to rupon an addendum, signed by all parties, which must be submitted along with this ate for and on behalf of the said ootball Club, by the said the player, at (PLACE) two thousand and Signature of Authorised Club Signatory
Player the sum of  Any additional terms and conditions must be filled in here, or Player's Agreement.  IN WITNESS WHEREOF: these presents are subscribed in triplical play of the said on the day of the before this witness.  Fill in name, designation and address of witness  Signature of Witness	(E : per week from to to rupon an addendum, signed by all parties, which must be submitted along with the sate for and on behalf of the said cootball Club, by the said the player, at (PLACE) two thousand and Signature of Authorised Club Signatury  Signature of Player
player the sum of  Any additional terms and conditions must be filled in here, or Player's Agreement.  IN WITNESS WHEREOF: these presents are subscribed in triplica authorised club signatory thereof, and by the said on the day of before this witness.  Fill in name, designation and address of witness  Signature of Witness  Declaration (a)	(E : per week from to to rupon an addendum, signed by all parties, which must be submitted along with this ate for and on behalf of the said cootball Club, by the said the player, at (PLACE) two thousand and Signature of Authorised Club Signatory  Signature of Player  Declaration (b)  The player and the club declare that an Intermediary was not used in the negotiation of this contract.
player the sum of  Any additional terms and conditions must be filled in here, or Player's Agreement.  IN WITNESS WHEREOF: these presents are subscribed in triplica authorised club signatory thereof, and by the said on the day of before this witness.  Fill in name, designation and address of witness  Signature of Witness  Declaration (a)	tupon an addendum, signed by all parties, which must be submitted along with this atte for and on behalf of the said ootball Club, by the said the player, at (PLACE) two thousand and Signature of Authorised Club Signatory  Signature of Player  Declaration (b)  The player and the club declare that an intermediary was not used in the

Note: The attention of the player is directed towards that part of Clause 2 which relates to Sunday football.

Player should be provided with a copy of this Agreement.

The Scottish FA may share the information on this form with third parties such as the Scottish Professional Football League, the Scottish Youth FA, UEFA and FIFA where that is necessary for us to meet both our regulatory functions and our objective of promoting, fostering and developing Association football.

## ANNEX 7 – SCOTTISH FA CLUB ACADEMY SCOTLAND PLAYER DECLARATION AND SCOTTISH PROFESSIONAL FOOTBALL LEAGUE CODE OF CONDUCT

#### Scottish FA - Club Academy Scotland Player Declaration

- A Player who has attained 9 years of age and who will attain 10 years of age during the season of signing is eligible to sign and be registered at the Scottish FA as Club Academy Scotland Player.
- 2. The registration of a Club Academy Scotland Player with a non-Elite level CAS Club at all age groups or with an Elite level CAS Club at age groups 10-14 will lapse automatically at the end of the season in which the player signed the form, and the player will be free to sign for the club of his choice. If the Player's former Club offers a further term of registration prior to the expiry of his existing registration in accordance with the Registration Procedures, it will have retained its right to future Training Compensation if the Player subsequently signs his first Professional Registration, as provided for in Annex 8 of the Registration Procedures.
- 3. The registration of a Club Academy Scotland Player with an Elite level CAS Club at Age Group 15 shall be brought forward to Age Group 16 for the following Season on the existing Player Registration Form. Notwithstanding the foregoing, such Elite level Club and such Amateur Club Academy Scotland Player (and his parent/guardian) may at any time during such period of registration agree in writing that the registration shall lapse at the end of the then-current Season (or such earlier date as such Elite level Club and such Amateur Club Academy Scotland Player and his parent/guardian agree in writing), and the Amateur Club Academy Scotland Player will be free to sign with another Club thereafter. The relevant Elite level Club shall notify the Scottish FA within 5 working days of any such agreement being reached with the Club Academy Scotland Amateur Player and his parent/guardian.
- 4. A Club Academy Scotland Player may also play with his school team.
- The parties have received a copy of the Club Academy Scotland regulations (or the relevant rules and regulations of the League concerned), which have been read and agree to the aforementioned terms.
- The Scottish FA may pass your name to other members of the Scottish Professional Football League and/or the Scottish Youth FA to allow you to be contacted by other clubs as an available player should your registration with a CAS Club terminate.

#### SPFL Code of Conduct for Under 18 Players ("the Code of Conduct")

Prior to signing the 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 Club Academy Scotland 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 parent(s)/guardian(s) agree to:

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

The Club, the Player and, if appropriate, the Player's parent/guardian understand that following the Player's Scottish FA Registration by the Club, Training Compensation may be payable to the Club by any other Club that in the future registers the Player on his first Professional Contract. The Player and the Player's parent/guardian have been provided with the current Training Compensation matrix.

## **ANNEX 8 - ENTITLEMENT TO COMPENSATION**

#### 1. ENTITLEMENT TO COMPENSATION

#### 1.1 Professional Players

- 1.1.1 Upon expiry of his agreement, a Professional Player shall be free to conclude a new agreement with any Club which wishes to engage his services, provided that this is during one of the Registration Periods or special dispensation has been granted in accordance with Rule 3.5. Following upon expiry of such agreement, any right which his previous Club has to a compensation fee shall lapse at the end of the calendar year in which the Player reaches the age of 23.
- 1.1.2 A Club which has offered terms of re-engagement to a Professional Player to whom Paragraph 1.1.1 of this Annex 8 applies, and who has subsequently decided to conclude an agreement with another Club, shall be entitled to compensation from the other Club, subject to the following provision:
  - 1.1.2.1 Where a Player who was previously registered as a Professional Player upon a Registration Form has been offered terms of re-engagement by his Club, and so long as such offer of re-engagement has been made prior to the date of expiry of the agreement, such offer of re-engagement is available to the Player to accept or decline within a period of 21 days thereafter. In the case of a Club in membership of the Scottish Professional Football League, such offer of re-engagement shall be made in accordance with the rules of the Scottish Professional Football League.
- 1.1.3 An offer of re-engagement made in accordance with Paragraph 1.1.2.1 of this Annex 8 shall be not less favourable than the terms of the Player's previous agreement. Should any dispute arise as to whether or not the offer of re-engagement is indeed less favourable than the terms of the Player's previous agreement, such dispute shall be determined in accordance with the Dispute Resolution Procedure.
- 1.1.4 Such offer of re-engagement made in accordance with Paragraph 1.1.2.1 of this Annex 8 must be evidenced to the Scottish FA upon request where any dispute arises surrounding such terms having been offered. Clubs may also lodge evidence of an offer of re-engagement with the Scottish FA via Scottish FA Comet.
- 1.1.5 Where both Clubs involved in a Player's move from one Club to another are in membership of the Scottish Professional Football League or the Scottish Women's Premier League, the existing rules of the Scottish Professional Football League or the Scottish Women's Premier League (as the case may be) will at the same time require to be observed by those Clubs and will be applicable when establishing the former Club's entitlement to compensation.
- 1.1.6 5% of the compensation fee will be distributed to the Club(s) involved in the training and education of the Player. This distribution will be made in proportion to the number of years the Player has been registered with the relevant Clubs between the ages of 12 and 23, applying the same percentage from within the FIFA Regulations, Solidarity Contribution, to the relevant age groups. This distribution will be apportioned amongst the Clubs concerned according to the age of the Player at the time they provided him with training and education. Payment must be made by the transferee Club within 30 days of the Player's new registration or within 30 days of a Registration Tribunal having set the compensation fee.

- 1.1.7 If a Club registers a Player as an Amateur Player and then that Player should subsequently be registered with any other Club as a Professional Player, such Club may be liable to pay compensation to the Player's former Club to which the Player had been registered as a Professional Player, provided that such former Club has retained an entitlement to compensation in accordance with the Registration Procedures. Any decision on whether or not such subsequent registration was an abuse of process as provided for the in the Registration Procedures shall be at the general discretion of the Registration Tribunal. In the event of any dispute regarding whether or not compensation is payable, such dispute shall be resolved in accordance with the Dispute Resolution Procedure contained at Annex 2 of the Registration Procedures.
- 1.1.8 If a Club registers a Player in the circumstances as set out in Paragraph 1.1.7 of this Annex 8, such Club may be liable to pay compensation to the Player's former Club, in accordance with the FIFA Regulations and the Registration Procedures generally, if the Player subsequently concludes an agreement with a Club in membership of another national association. Such compensation will be payable if, in terms of the FIFA Regulations and the Registration Procedures generally (in place at the time of the expiry date of his agreement with his former Club), the Player's former Club would have been entitled to compensation from the Club with which the Player has concluded an agreement. In the event of any dispute regarding whether or not compensation is payable, such dispute shall be resolved by FIFA in accordance with the FIFA Regulations.
- 1.1.9 The Club with which the Player has been registered as a Professional Player shall be responsible for contacting the Player's former Club in writing by recorded delivery letter or email within 7 days of the date of signing of the Player Registration Form to open discussions regarding compensation.
- 1.1.10 Both Clubs shall use their best endeavours to reach an agreement on the matter of compensation within 21 days of the date of the Professional Player signing the Player Registration Form. Such agreement, once reached, shall be committed to writing and be duly signed by both Clubs. In the event that agreement is not reached within said 21-day period, such compensation may be referred for determination in accordance with the Dispute Resolution Procedure. Upon issue of a Notice of Registration Referral, in terms of Annex 2, the Board may, in its sole discretion, decide whether the matter is appropriate for referral to a Registration Tribunal. If the Registration Tribunal is convened, it shall resolve any dispute in accordance with the Dispute Resolution Procedure.
- 1.1.11 No rights of compensation that a Club may have in terms of this Rule shall prevent a Player moving to a new Club

#### 1.1.12 Permanent Transfer of a Player

5% of the transfer/compensation fee will be distributed to the Club(s) involved in the training and education of the Player. This distribution will be made in proportion to the number of years the Player has been registered with the relevant Clubs between the ages of 12 and 23 applying the same percentage from within the FIFA Regulations, Solidarity Contribution, to the relevant age groups. This distribution will be apportioned amongst the Clubs concerned according to the age of the Player at the time they provided him with training and education. Payment must be made by the transferee Club within 30 days of the Player's new registration or within 30 days of a Registration Tribunal having set the compensation fee.

#### 1.2 Club Academy Scotland Player – First Professional Registration

- 1.2.1 Upon expiry of his final period of registration as a Club Academy Scotland Player, a Player shall be free to register with any Club. If the former Club Academy Scotland Player signs as a Professional Player, then he may be registered during one of the Registration Periods, if applicable, or if special dispensation has been granted in accordance with Paragraph 3.5 of the Registration Procedures.
- 1.2.2 Where an Amateur Player who has been previously registered with a Club(s) in the Club Academy Scotland Programme as a Club Academy Scotland Player is registered for the first time as a Professional Player with a Club, the Club which first registers such Amateur Player as a Professional Player shall pay Training Compensation to each Club in the Club Academy Scotland Programme (other than the Club with which such Player is first registered as a Professional Player) with which such Player was registered as a Club Academy Scotland Player before he was first registered as a Professional Player and which made an offer of a further period of registration to the Player prior to the expiry of his last Player Registration Form with such Club in accordance with the End of Season Procedures set out in Rule 12 of the Registration Procedures, subject to the following provisions:
  - 1.2.2.1 In the case of an Amateur Player who was previously registered at the Scottish FA for a former Club as a Club Academy Scotland Player, the former Club, not later than the date of expiry of the Player's registration, has notified the Club Academy Scotland Player by recorded delivery letter of the terms of re-engagement which are to remain available to the Player to accept or decline within a period of 21 days thereafter. In addition to the foregoing:
    - (a) A copy of the terms of re-engagement must also be lodged with the Scottish FA via Scottish FA Comet, at the same time as the notification of terms to the Player; and
    - (b) A copy of the offer of terms must also be sent at the same time to the Scottish Professional Football League where applicable; and
  - 1.2.2.2 The Club in the Club Academy Scotland Programme with which such Player was registered as a Club Academy Scotland Player must have offered a further period of registration as a Professional Player to such Player in order to retain its rights to Training Compensation in respect of such Player; and
  - 1.2.2.3 A Club's right to Training Compensation shall be subject to any restriction, removal, withdrawal or prohibition on or of such right pursuant to any other rule(s) or regulation(s) of the Scottish FA from time to time.
- 1.2.3 When an Amateur Player who has been registered with a Club as a Club Academy Scotland Player and who has his registration terminated in accordance with the terms of Rule 18.3.1.4 registers again for a Club a Club Academy Scotland Player, then the Club the Player had been registered with at the time of termination of registration under Rule 18.3.1.4 shall (without prejudice to its entitlement to Training Compensation under any other provision of these Registration Procedures) be entitled to Training Compensation in the event that such Player is registered for the first time as a Professional Player with a Club, in accordance with this Paragraph 1.2 of this Annex 8.

- 1.2.4 The amount due to a Club in terms of Paragraph 1.2 of this Annex 8 will be calculated in accordance with the Scottish FA's Training Compensation Matrix as approved by the Board from time to time, and is available upon written request to the Scottish FA.
- 1.2.5 Any entitlement to Training Compensation under this Paragraph 1.2 of this Annex 8 due to a former Club of a Club Academy Scotland Player shall lapse at the end of the calendar year in which the Player reaches the age of 23.
- 1.2.6 If a Club registers a Club Academy Scotland Player as an Amateur Player and then that Player should subsequently be registered with any other Club in membership of another national association as a Professional Player, such Club may be liable to pay compensation to the Player's former Club, in accordance with the FIFA Regulations and the Registration Procedures generally. Such compensation will be payable if, in terms of the FIFA Regulations and the Registration Procedures generally (in place at the time of the expiry date of his registration with his former Club), the Player's former Club would have been entitled to compensation from the Club with which the Player has subsequently been registered. In the event of any dispute regarding whether or not compensation is payable, such dispute shall be resolved by FIFA in accordance with the FIFA Regulations.
- 1.2.7 The Club with which the Club Academy Scotland Player has registered as a Professional Player shall be responsible for contacting each of the Player's former Clubs to which Training Compensation is due under this Paragraph 1.2 of this Annex 8 in writing by recorded delivery letter within 7 days of the date of signing of the Player Registration Form to open discussions regarding Training Compensation. Such Club shall also be responsible for notifying the Scottish FA of any Training Compensation paid by it under this Paragraph 1.2 of this Annex 8.
- 1.2.8 The Club with which the Club Academy Scotland Player has registered as a Professional Player and each of the Player's former Clubs to which Training Compensation is due under this Paragraph 1.2 of this Annex 8 shall use their respective best endeavours to reach an agreement on the matter of Training Compensation within 21 days of the date of the Professional Player signing the Player Registration Form. Such agreement, once reached, shall be committed to writing and be duly signed by the relevant Clubs. In the event that agreement is not reached within said 21-day period, such Training Compensation may be referred for determination in accordance with the Dispute Resolution Procedure. Upon issue of a Notice of Registration Referral, in terms of Annex 2, the Board may, in its sole discretion, decide whether the matter is appropriate for referral to a Registration Tribunal. If the Registration Tribunal is convened, it shall resolve any dispute in accordance with the Dispute Resolution Procedure.
- 1.2.9 No rights to Training Compensation that a club may have in terms of this Paragraph 1.2 of this Annex 8 shall prevent a Player moving to a new Club.
- 1.2.10 Failure to pay Training Compensation in accordance with this Paragraph 1.2 of this Annex 8 may be subject to disciplinary action in accordance with the Judicial Panel Protocol.

- 1.2.11 The Board shall be entitled, in its sole discretion, to determine that a Club shall not be entitled to receive any or all of any Training Compensation due and payable to it under this Paragraph 1.2 of this Annex 8 where that Club has failed to comply with any provision of the Regulations governing the Club Academy Scotland Programme from time to time.
- 1.2.12 Any dispute arising out of the requirement to pay Training Compensation or otherwise, under this Paragraph 1.2 of this Annex 8 shall be resolved in accordance with the Dispute Resolution Procedure.

## **ANNEX 9**

## ANNEX 9 - RULES FOR APPROACHES TO AND SIGNING OF SCOTTISH YOUTH FA CLUBS' REGISTERED PLAYERS AND CLUB ACADEMY SCOTLAND PLAYERS

#### 1 INTRODUCTION

- 1.1 These regulations in this Annex 9 are intended to ensure that Club Academy Scotland Clubs follow the Registration Procedures in relation to approaches to and signing of Scottish Youth FA Clubs' registered Players.
- 1.2 This Annex 9 is intended to assist in ensuring that all children participating in football do so in a safe environment, and in recognition of the fact that those Scottish Youth FA Club Registered Officials who organise and/or deliver sport to children have a duty of care to make sure said children are safe and protected from harm and the risk of harm in and through sport.

#### 2 GENERAL

2.1 No Club(s) or any other person under the jurisdiction of the Scottish FA shall approach directly a Player under 16 years of age. Any approach for such a Player must be via his parent(s)/guardian(s). Notwithstanding the foregoing any approach to a Player of a Scottish Youth FA Club must be made in accordance with Paragraph 3 of Annex 9 of the Registration Procedures.

#### 3 NOTICE OF INTENTION TO APPROACH AND SIGNING PLAYER OF A SCOTTISH YOUTH FA CLUB

- 3.1 Only a Recognised Official is permitted to make contact with a Scottish Youth FA Club concerning any of its registered Players.
- 3.2 Notice of a Club Academy Scotland Club's expression of interest and/or attempt to sign must be made either in writing (including by email) and be lodged with a Scottish Youth FA Registered Official of the Player's Scottish Youth FA Club. The Scottish Youth FA Club, if granting permission, must do so in writing to the Club Academy Scotland Club prior to any approach being made and/or attempt to sign and/or any discussions being had with, the Player or his parent(s)/ guardian(s).
- 3.3 Should a Club Academy Scotland Club or Recognised Official be contacted by the parent(s)/ guardian(s) of a registered Player of a Scottish Youth FA Club, then the Club Academy Scotland Club or Recognised Official, must advise a Scottish Youth FA Registered Official of the Scottish Youth FA Club concerned of the approach and/or attempt to sign. The approach and/or attempt to sign must be notified in writing (including email), and the Club Academy Scotland Club must also seek the consent, in writing, of the Scottish Youth FA Club to enter discussions with the Player or his parent(s)/guardians, prior to entering into any discussions with the Player or his parent(s)/guardians.
- 3.4 Should a Club Academy Scotland Club approach and/or attempt to sign a Scottish Youth FA Club Player or his parent(s)/guardian(s) prior to carrying out the procedures set out in this Annex 9 then it will be referred to the Compliance Officer who may refer the matter to the Judicial Panel. The Judicial Panel will have jurisdiction to deal with any such alleged breach and to impose sanctions in relation to it as prescribed within the Judicial Panel Protocol.
- 3.5 Should the Scottish Youth FA Registered Official of the Scottish Youth FA Club formally deny the Club Academy Scotland Club permission to enter discussions with one of its Players

or their parent(s)/guardian(s) as appropriate then a Recognised Official of the Club Academy Scotland Club should contact the Chief Operating Officer of the Scottish Youth FA to seek to facilitate mediation

- 3.6 If a Club Academy Scotland Club which has observed the procedure in terms of this Annex 9 and is subsequently refused permission by the Player's Club to sign the Scottish Youth FA Player, then it may do so by intimating (by Recorded delivery letter) 7 days' notice of such proposed registration to:
  - (a) the Secretary of the Scottish FA
  - (b) the Chief Operating Officer of the Scottish Youth FA, and;
  - (c) a Scottish Youth FA Registered Official of the Player's Scottish Youth FA Club.

Upon receipt of notice in terms of this Paragraph 3.6 of Annex 9, a Scottish Youth FA Club must advise its relevant registration authority of the termination thus rendering the Player free to sign and be registered with his new Club.

#### 4 TEAM SCOUT ATTENDING A SCOTTISH YOUTH FA CLUB'S MATCH

4.1 Should a Team Scout attending a Scottish Youth FA's Club's match wish to approach a Scottish Youth FA Club's Player, then he must make himself known to a Scottish Youth FA Registered Official of the Scottish Youth FA Club by first introducing himself, providing his full name and confirmation of which Club(s) he represents.. Permission must be granted by a Scottish Youth FA Registered Official of the Scottish Youth FA Club prior to any approach being made to the Player and/or his parent(s)/guardian(s). Only in these limited circumstances, and only if verbal permission from a Scottish Youth FA Registered Official of the Scottish Youth FA Club is granted as set out in this Paragraph 4.1 of Annex 9, prior written intimation to the Scottish Youth FA Club is not required.

#### 5 CLUB ACADEMY SCOTLAND PROGRAMME

- 5.1 A Club shall not, either directly or indirectly, make any approach to or communicate with a Player who is registered as an Amateur Player with any Club participating within the Club Academy Scotland Programme other than in accordance with Scottish Professional Football League Rules in relation to Commitment Letters which must be strictly adhered to.
- 5.2 When a Player is released from a Club participating in the Club Academy Scotland Programme, notification of the Players release will be intimated to the Chief Executive of the Scottish Youth FA who may share names and contact details with other Scottish Youth FA Member Clubs to allow Scottish Youth FA Member Clubs to support Players so released with the intention of ensuring that the Player will have the opportunity to remain in and continue to play football.

## **ANNEX 10**

#### **ELIGIBILITY ISSUES**

#### I GENERAL

- 1.1 A Professional Player who is registered by means of a Player Registration Form, may only play with his Parent Club in a Scottish Professional Football League match or in the Scottish FA Youth Cup subject to the relevant rules of the competition, whilst on loan to another Club.
- 1.2 Except where a Professional Player is registered upon a loan basis and, provided that he is otherwise eligible to do so, a Player who is registered by means of a Player Registration Form with a Club in membership of the Scottish Junior FA may (with the written permission of the Junior Club with which he is registered) play with any Club in full membership of the Scottish FA or in membership of an Affiliated Association.
- 1.3 In the case of a loan of a Player from a Club in full membership of the Scottish FA or in membership of an Affiliated Association to a Club in membership of the Scottish Junior FA or vice versa then such a Player, with the written permission of the Club to which the Player has gone on loan to, may also play with the Club which has loaned the Player providing that he is otherwise eligible to do so.
- 1.4 Unless otherwise permitted by the specific Competition Rules, a Professional Player who is registered by means of a Player Registration Form, may only play:
  - 1.4.1 with the Club for which he is registered;
  - 1.4.2 with any authorised Club in a friendly match provided that he is otherwise eligible to do so and provided that the written authorisation of the Club with which he is registered is lodged with the Secretary before such match;
  - 1.4.3 with a representative team selected and organised by a Recognised Football Body having jurisdiction over all the Professional Players in the team; and
  - 1.4.4 any other team and in any other circumstances for which the Player has been given permission to play by the Scottish FA.
- 1.5 Except as otherwise provided for in Paragraph 1.6 of this Annex 10, an Amateur Player may only play with the Club(s) for which he is registered provided that to do so is not contrary to the Registration Procedures.
- 1.6 An Amateur Player who is registered upon a Player Registration Form may also play with:
  - 1.6.1 A representative team selected and organised by a Recognised Football Body having jurisdiction over all the Players in the team;
  - 1.6.2 In any circumstances governed by any agreement between the Scottish Junior FA and any other Affiliated National Association; and
  - 1.6.3 In respect of an Amateur Player who plays with a Scottish FA Junior Club only, with a Club in full membership of the Scottish FA or in membership of an Affiliated Association in any match in which he is eligible to play provided that the written permission of his Scottish Junior FA Club is obtained prior to each

match. For the avoidance of doubt, this Paragraph 1.6.3 of Annex 10, does not apply if the Player is currently registered as an Amateur Player with a Club in full membership of the Scottish FA or in membership of an Affiliated Association in which case he may only play with the Club that he is registered with.

#### 2 AMATEUR PLAYERS

- 2.1 A Club Academy Scotland Player may also play with his school team.
- 2.2 A Club participating in the Scottish Highland Football League Youth Development Initiative may sign and register a Player of a Scottish Youth FA Club and such a Player will be eligible to play with the Highland Football League Club and the Scottish Youth FA Club subject to the terms and conditions of any existing agreement between the Scottish Highland Football League and Scottish Youth FA.
- 2.3 Subject to any agreement(s) between the Scottish Highland Football League, East of Scotland League, South of Scotland League, West of Scotland Football League, Scottish Lowland Football League, Midlands Football League, North of Scotland Football League or the Scottish Junior FA and any Affiliated National Association a Scottish Youth FA Player may, providing the terms of any agreement(s) are not contrary to the Articles and these Registration Procedures and subject to Scottish FA approval, play with the club with which he is registered and a second club in accordance with the terms of the aforementioned agreement(s).

#### 3 RECREATIONAL PLAYERS

- 3.1 A Recreational Player may, with the written permission of his Club, play in a match for a Club in full membership of the Scottish FA, an Affiliated Association or an Affiliated National Association providing the rules of the competition allow him to do so and providing he is otherwise eligible to do so.
- 3.2 A Recreational Player may, with the written permission of his Club, train with a Club in full membership of the Scottish FA, an Affiliated Association or an Affiliated National Association.

## **ANNEX 11**

#### SIGNING OF RECREATIONAL PLAYERS, COMPENSATION PAYABLE AND TRAINING FUND CONTRIBUTIONS

#### I GENERAL

- A Club in full membership of the Scottish FA or in membership of an Affiliated Association or in membership of the Scottish Junior FA may sign and register a Player who, at the time of signing with such Club, is a Recreational Player, by intimating by recorded delivery 7 days' notice of such proposed registration to: (a) the Scottish FA; (b), as appropriate for the specific Player, the Secretary of the Scottish Amateur FA or Scottish Welfare FA and; (c) a Club Representative of the Player's current Club.
- 1.2 Upon receipt of a notice in terms of Paragraph 1.1 of this Annex 11, an Affiliated National Association Club must immediately advise its relevant registration authority of the termination thus rendering the Player free to sign and be registered with his new Club thereafter.
- 1.3 It shall be deemed to be a breach of the Registration Procedures and a Club may be liable to sanctions should a Club approach a Player who is, at the time of signing with such Club, a Recreational Player prior to carrying out the above procedure. Furthermore, where the Player is under 16 years of age, Clubs must also approach and obtain the consent of a Player's parent(s)/guardian(s)/carer(s) prior to speaking to the Player.

#### 2 COMPENSATION PAYABLE IN RESPECT OF RECREATIONAL PLAYERS

- 2.1 Compensation of £200 will be due to the Club of a Recreational Player if the Player currently registered with that Club, signs as a Professional Player with a Club in full membership of the Scottish FA or in membership of an Affiliated Association.
- 2.2. Should a Player who had been registered as a Recreational Player, subsequently be registered by a Professional Club as an Amateur Player or Club Academy Scotland Player, and thereafter be registered by such Professional Club as a Professional Player, then compensation in accordance with Paragraph 2.1 of this Annex 11, shall be payable. For the avoidance of doubt, such compensation shall only be payable under this Paragraph 2.2 if the Recreational Player has had his registration terminated at the request of the Professional Club he subsequently signs with.
- 2.3 Any entitlement to compensation under this Paragraph 2 of this Annex 11 shall lapse at the end of the calendar year of the Player's 23rd birthday.
- 2.4 Any sums payable in accordance with this Paragraph 2 of this Annex 11 must be paid within 30 days of the date the Player signs with his new Club.
- 2.5 Any dispute arising out of the requirement to pay compensation or otherwise, under this Paragraph 2 of this Annex 11 shall be determined in accordance with the Dispute Resolution Procedure contained at Annex 2 of the Registration Procedures.
- 2.6 No rights of compensation that a Club may have in terms of this Paragraph 2 of this Annex 11 shall prevent a player moving to a new Club.

#### 3 TRAINING FUND CONTRIBUTION

- 3.1 When a Professional Club signs a Recreational Player as an Amateur Player or a Club Academy Scotland Player, a fee of £100 must be sent by the Professional Club to the secretary of the relevant Affiliated National Association. Confirmation of this payment should also be lodged with the Scottish FA's Registrations Department. Any sums payable in accordance with this Paragraph 3.1 of this Annex 11 shall be paid within 30 days of the date the relevant Recreational Player signs with the relevant Professional Club. Failure to adhere to this procedure may result in the matter being referred to the Compliance Officer for investigation and possible sanction in accordance with the Judicial Panel Protocol.
- 3.2 This fund is to be redistributed by the Affiliated National Association to its member Clubs in recognition of its member Clubs contribution towards the training and development of Youth Players and confirmation of any payment made to its member club(s) to be sent to the Scottish FA's Registrations Department by the Chief Executive/Secretary of the relevant Affiliated National Association.
- 3.3 No rights of compensation that a Club may have in terms of this Paragraph 3 of this Annex 11 shall prevent a player moving to a new Club.

## SCOTTISH FA REGISTRATION PROCEDURES ANNEX 12

#### YOUNG PLAYER'S WELLBEING PANEL ("YPWP")

#### 1 ESTABLISHMENT AND PURPOSE

1.1 Where the Registration Procedures require the determination of a dispute regarding a registration issue referred to it by a Club Academy Scotland Player and/or their parent/carer, or such Player's club, then the terms of this Annex 12 shall apply.

#### 2 ADMINISTRATION

- 2.1 The Secretary shall appoint a YPWP secretary to administer the appointments and related functions of the YPWP.
- 2.2 The Secretary shall appoint one or more YPWP secretary(s) to assist tribunals (hereafter referred to as "YPWP Tribunals") in the administration of the processes.
- 2.3 A person may be both YPWP secretary and YPWP Tribunal secretary.
- 2.4 A Tribunal appointed in terms of the YPWP procedure is appointed in respect of the Scottish FA's own independent procedures as set out in the Registration Procedures. For the avoidance of doubt, it is not an arbitral tribunal in terms of the Arbitration (Scotland) Act 2010 or otherwise.

#### 3 COMMENCEMENT OF PROCEEDINGS BEFORE YPWP TRIBUNAL

- 3.1 As set out in Paragraph 13 of the Registration Procedures, any Club Academy Scotland Player and/or their parent/carer or such a Player's Club who have been unable to resolve a registration issue and who wish to refer a matter for determination under this Annex 12, shall commence proceedings for determination of such relevant matter by delivery of a Notice of YPWP Referral to all other Parties with an interest, and to the Secretary. The Secretary or his nominee may, at his sole discretion, determine which party(s) have a relevant interest.
- 3.2 If any Paragraph of the Registration Procedures require that the Notice of YPWP Referral requires to be delivered within certain timescales then any party submitting the Notice of YPWP Referral shall adhere to such timescales unless any YPWP Tribunal ultimately convened to hear this matter considers in their absolute discretion that such Notice of YPWP Referral should be permitted and the matter should proceed. In the event of a dispute as to whether or not a Notice of YPWP Referral has been delivered timeously a YPWP Tribunal shall be convened, in accordance with Paragraphs 5 and 6 of this Annex 12 of the Registration Procedures to determine such matter. Any determination of the YPWP Tribunal in this regard shall be final and binding.

#### 4 NOTICE OF YPWP REFERRAL

- 4.1 The Notice of YPWP Referral shall:
  - 4.1.1 Briefly state the basis of the submission, including the particular provision of the Registration Procedures that forms the basis of the Notice of YPWP Referral and a brief outline of the relevant facts and circumstances; and
  - 4.1.2 Specify the redress/determination which is sought.

#### 5 APPOINTMENT OF YPWP TRIBUNALS

5.1 Upon receipt of the Notice of YPWP Referral, the Secretary or his nominee may take such steps in respect of the appointment of a YPWP Tribunal as he considers, in his sole discretion, to be appropriate.

#### 6 COMPOSITION OF YPWP TRIBUNALS

- 6.1 A YPWP Tribunal shall generally consist of three members.
- 6.2 A YPWP Tribunal may continue as a tribunal of two or one member(s) if one or two member(s) cease(s) to be a member of an appointed tribunal before or during its proceedings.

#### 7 JURISDICTION AND GENERAL POWERS OF YPWP

- 7.1 A YPWP Tribunal shall consider and determine upon any issue referred to it in accordance with the relevant provisions of the Registration Procedures in the best interests of the young player in acknowledgement of their rights under the United Nations Convention on the Rights of the Child (UNCRC).
- 7.2 In determining its powers and procedures, a YPWP Tribunal may have regard to, and shall have the power to adopt if it considers appropriate, any of the powers available to Tribunals as provided for in Paragraphs 2, 3, 7, 10, 11.4, 12, 13, 18 and 19 of the Judicial Panel Protocol and if necessary shall adopt and/or adapt those provisions (or parts thereof, as appropriate) in the consideration of any matter before them where the issues contained in such Paragraphs are relevant.
- 7.3 Subject to the terms of Paragraph 7.2 of this Annex 12, above, the YPWP Tribunal may adopt such procedures as it considers appropriate for the determination of the matter before it. For the avoidance of doubt, the YPWP Tribunal shall be entitled to take any step which, in the exercise of its discretion, the YPWP Tribunal considers it would be appropriate to take in order to deal justly with the case in question.
- 7.4 Notwithstanding the terms of Paragraph 9 of this Annex 12, in all circumstances, the YPWP may issue the following directions (or any combination thereof):
  - 7.4.1 Make a determination on the registration status of the Club Academy Scotland Player, setting such conditions as they consider appropriate in all the circumstances;
  - 7.4.2 Order that until the matter is resolved between the Player and his current Club, the Player is free to train and play with another Club; and/or
  - 7.4.3 Make any order that the YPWP Tribunal considers is fair and reasonable in all of the circumstances to deal justly with the case referred to it, and whilst having regard to the provisions of Paragraph 7.1 of this Annex 12.

#### 8 REPRESENTATION

- 8.1 Any party involved in a matter referred to the YPWP may participate, lodge submissions, make representations and shall be admitted to any hearing in proceedings relating to such matter.
- 8.2 Any party may be represented in proceedings by a single legal representative or any other person, who may speak on his behalf.

- 8.3 Any party and his representative may be accompanied by other persons, up to a maximum of two, who may not speak on his behalf.
- 8.4 Any Player involved in proceedings shall be entitled to be accompanied by one or more of his parents, guardians, or other representative in addition to his right of representation under this Paragraph 8.
- 8.5 A party must notify the tribunal, via the YPWP secretary, of his intention to be represented and/or accompanied, providing names and designations of all persons who will represent and/or accompany him during the proceedings, not later than five Working Days prior to the set hearing date.

#### 9 SPECIFIC POWERS OF THE YPWP TRIBUNAL

- 9.1 In addition to the powers available to the YPWP Tribunal under the terms of this Annex 12 and the Registration Procedures generally, the YPWP Tribunal shall have the specific powers set out in this Paragraph 9.
- 9.2 In respect of any reference made under Paragraph 18.3.1.4 of the Registration Procedures, the YPWP Tribunal may:
  - 9.2.1 Determine whether or not 25% Game Time has been achieved;
  - 9.2.2 If the determination of the YPWP Tribunal of the issue contained in Paragraph 9.2.1 is that 25% Game Time has not been achieved, the YPWP Tribunal shall terminate such Player's Registration Form and confirm to his Club that it will receive no Training Compensation in respect of the Player;
  - 9.2.3 If the determination of the YPWP Tribunal of the issue contained in Paragraph 9.2.1 is that 25% Game Time has been achieved, the YPWP Tribunal shall inform the Player that his registration cannot be terminated on this basis.
- 9.3 In respect of any reference made under Paragraph 18.3.1.6 of the Registration Procedures, the YPWP Tribunal may:
  - 9.3.1 Subject to the Parties' agreement, order a further period for resolution of the issue(s) between the Player and the Club, setting whatever timelines and conditions as the YPWP Tribunal deem appropriate:
  - 9.3.2 Terminate the Players' Registration Form, with or without any conditions that the YPWP Tribunal, in their absolute discretion, consider to be fair and reasonable in all of the circumstances.
- 9.4 In respect of any reference made under Rule 18.3.1.6 of the Registration Procedures, the YPWP Tribunal may:
  - 9.4.1 Confirm the termination of the Player's Registration Form;
  - 9.4.2 Refuse to terminate the Player's Registration Form and order a further period for resolution of the issue(s) between the Player and the Club, setting whatever timelines and conditions as the YPWP Tribunal deem appropriate.

#### 10 DECISIONS OF THE YPWP

- 10.1 The decision(s) of a YPWP Tribunal shall be final and binding on all parties and shall not be the subject of appeal.
- 10.2 In the event that a YPWP Tribunal finds that a Player or Club has used the YPWP procedure set out in this Annex 12 to circumvent the Registrations Procedures, the matter may be referred to the Compliance Officer who may refer the matter to the Judicial Panel. The Judicial Panel will have jurisdiction to deal with any such alleged breach and to impose sanctions in relation to it as prescribed within the Judicial Panel Protocol.
- 10.3 In the event that a YPWP Tribunal finds that a Club has acted inappropriately, the matter may be referred to the Compliance Officer who may refer the matter to the Judicial Panel. The Judicial Panel will have jurisdiction to deal with any such alleged breach and to impose sanctions in relation to it as prescribed within the Judicial Panel Protocol.

## **SCOTTISH FA COMET REGULATIONS**

#### 1. INTRODUCTION

- 1.1 The purpose of these Regulations is to ensure that all Participants and Users use Scottish FA Comet properly and in accordance with these Regulations, the Terms and Conditions of Use and the User Guides.
- 1.2 In these Regulations, unless expressly provided otherwise:
  - (a) words and expressions which have particular meanings in the Articles shall have the same meanings in these Regulations;
  - (b) a reference to the Articles or to any rule or regulation of the Scottish FA is a reference to the Articles or such rule or regulation as in force from time to time, including any amendment, addition or re-enactment of or to the Articles or to that rule or regulation that may be made by the Scottish FA from time to time;
  - (c) words importing the singular only shall include the plural and vice versa;
  - (d) words importing any gender shall include all genders;
  - (e) references to persons include an individual, company, corporation, firm or partnership; and
  - (f) 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 00:01 on 26 September 2024, save for the provisions of paragraph 12, which shall become effective as of 00:01 on 28 September 2024.

#### 2. **DEFINITIONS**

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

"Abandoned"	means that a match started but was not completed.
"Application Fee"	means the fee payable by a prospective full member as part of its application for full membership under the Articles.
"Articles"	means the Articles of Association of the Scottish FA.
"Club"	shall have the meaning ascribed to it in the Registration Procedures.
"Competition"	means a match or series of matches, involving teams from two or more Clubs.

"Competition Management"	means the general administration of football between Clubs and the Competition Organiser concerned. This includes, but is not limited to: confirming the team line-ups, uploading the match data, including the result of the match, the full names of the players taking part in the match, the names of the substitutes and details of any substitutions made (including the match time when the substitution was made), and details of any yellow cards and red cards issued (including the match time when the card was issued).		
"Competition Organiser"	means the Scottish FA or (as the case may be) the Affiliated Association, Affiliated National Association or recognised football body responsible for managing and organising the relevant Competition.		
"Confirmed"	means that an application to register a Participant has been confirmed by the Scottish FA via Scottish FA Comet.		
"Deleted"	means that an application to register a Participant and/or a Confirmed registration of a Participant has been removed from Scottish FA Comet at the sole discretion of the Scottish FA.		
"Entered"	means that (a) a draft application to register a Participant has been created via Scottish FA Comet by a member, Affiliated Association, Affiliated National Association, recognised football body and/or Club but not Submitted to the Scottish FA; and/or (b) a Submitted application to register a Participant has been returned to Entered by the Scottish FA due to non-compliance with any applicable rules and regulations and/or to request further information.		
"Entered (INT)"	means that:  (a) a draft application to register a Player who is either: (i) registered with a Club under the jurisdiction of a different National Association; (ii) is not of Scottish nationality; or (iii) was not born in Scotland,  has been created on Scottish FA Comet by a Club but not Submitted to the Scottish FA. In this instance, the Player may require an ITC as per the FIFA Regulations on the Status and Transfer of Players; and/or  (b) a Submitted (INT) application has been returned to Entered (INT) by the Scottish FA due to non-compliance with any applicable rules and regulations and/or to request further information.		
"ITC"	means International Transfer Certificate.		
"Monetary Sanction"	means a financial sanction imposed on a member, Affiliated Association, Affiliated National Association, recognised football body, Club or Participant pursuant to the Judicial Panel Protocol.		
"Official"	means any person in a non-playing role at a member, Affiliated Association, Affiliated National Association, recognised football body or Club, including (without limitation) a Team Scout, Team Official and/or other member of Team Staff.		
"Official Match"	shall have the meaning ascribed to it in the Registration Procedures.		

"Participant"	means a Player, Official, match official or such other person(s) as the Board shall deem to be a Participant from time to time.				
"Played"	means that a match has taken place.				
"Player"	shall have the meaning ascribed to it in the Registration Procedures.				
"Player Passport"	shall have the meaning ascribed to it in the Registration Procedures.				
"Postponed"	means that a match did not start.				
"Record"	means the Scottish FA Comet ID number of the individual or organisation concerned, containing all relevant information for that individual or organisation (as the case may be).				
"Registration Fee"	shall have the meaning ascribed to it in paragraph 5.1 of these Regulations.				
"Registration Form"	shall have the meaning ascribed to it in the Registration Procedures.				
"these Regulations"	means these Scottish FA Comet Regulations, as amended, supplemented or replaced by the Board from time to time.				
"Scheduled"	means that a match is scheduled to take place.				
"Scottish FA"	means The Scottish Football Association Limited (Company Number SC005453) whose registered office is at Hampden Park, Glasgow G42 9AY.				
"Scottish FA Comet"	means the football management system known as "Scottish FA Comet" used by the Scottish FA as set out in these Regulations, the Terms and Conditions of Use and the User Guides.				
"Submitted"	means that an application to register a Participant has been formally submitted to the Scottish FA via Scottish FA Comet.				
"Submitted (INT)"	means that an application to register a Player who is either:				
	(i) registered with a Club under the jurisdiction of a different     National Association;     (ii) is not of Scottish nationality; or     (iii) was not born in Scotland,				
	has been formally Submitted to the Scottish FA via Scottish FA Comet. In this instance, the Player may require an ITC as per the FIFA Regulations on the Status and Transfer of Players.				
"Terminated"	means that the Confirmed registration of a Participant has expired or otherwise been cancelled, in accordance with the Registration Procedures, and "Terminate" and "Termination" shall be construed accordingly.				
"Terms and Conditions of Use"	means the Scottish FA Comet Terms and Conditions of Use, as promulgated by the Board from time to time, which can be found on the Scottish FA website.				
"User"	means an individual who has been provided access to Scottish FA Comet by the Scottish FA and duly agreed to the Terms and Conditions of Use.				
"User Guides"	means the user guides relating to the correct usage of Scottish FA Comet, as promulgated by the Board from time to time, which can be found on the Scottish FA website.				
"working day"	means a day (other than a Saturday or Sunday) on which banks are open for normal banking business in Scotland.				

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#### 3. REGULATIONS

- 3.1 All members, Affiliated Associations, Affiliated National Associations, recognised football bodies and Clubs shall use Scottish FA Comet for the following purposes:
  - (a) registration, Termination, transfer and loan of Players;
  - (b) registration and termination of Officials;
  - (c) registration, termination and appointment of match officials;
  - (d) all matters relating to the Disciplinary Procedures; and
  - (e) such requirements under and in connection with the Protection of Vulnerable Groups (Scotland) Act 2007 (as amended from time to time) as directed by the Scottish FA from time to time.
- 3.2 In order to be registered on Scottish FA Comet, a member, Affiliated Association, Affiliated National Association, recognised football body or Club must comply with any requirements for such registration as are directed by the Scottish FA from time to time.
- 3.3 The Scottish FA shall be entitled to use such naming conventions within Scottish FA Comet as it deems appropriate from time to time in respect of all members, Affiliated Associations, Affiliated National Associations, recognised football bodies and Clubs that are registered on Scottish FA Comet from time to time.

#### 4. USERS' OBLIGATIONS

All Users must ensure that Scottish FA Comet is used in accordance with the Terms and Conditions of Use and the User Guides. Without prejudice to the foregoing, all Users must ensure, amongst all other obligations incumbent upon them, that:

- (a) they record and provide on Scottish FA Comet all information and documentation marked as mandatory (or otherwise as being required) on Scottish FA Comet in respect of each Participant being registered by them on Scottish FA Comet;
- (b) information entered onto Scottish FA Comet by them is true and accurate and up to date insofar as practicable, and that all relevant identification documentation has been received and verified before information is entered onto Scottish FA Comet by them;
- (c) no information is entered on Scottish FA Comet by them without the knowledge and consent of the individual that such information relates to;
- (d) all information entered onto Scottish FA Comet by them is regularly maintained and updated;
- (e) all data entered onto Scottish FA Comet by them or by any other person is kept strictly confidential;
- (f) only authorised Users will have access to Scottish FA Comet;
- (g) they hold a Confirmed registration (as applicable) with the organisation they are a User for; failure to register will result in the User's access to Scottish FA Comet being suspended without notice until such time as the User has registered (as applicable) with the relevant organisation;

- (h) all confidential information obtained by them to comply with their obligations under these Regulations is used exclusively for the purpose of completing Scottish FA Comet registration;
- they have completed, and are up to date with, all authorised Users' training on Scottish FA Comet;
- any updates to these Regulations, the Terms and Conditions and/or the User Guides are complied with by them; and
- (k) they shall not be involved in the Player registration process for more than one Club.

#### 5. FEES AND PAYMENTS

- 5.1 The Board shall be entitled to determine that a member, Affiliated Association, Affiliated National Association, recognised football body and/or Club shall be required to pay a fee (a "Registration Fee") for using Scottish FA Comet during a Season, in such amount and in such manner as the Board determines from time to time, provided that no such Registration Fee shall be charged prior to Season 2025/26 and not less than six months' prior notice of any such Registration Fee being imposed shall be given.
- 5.2 The Board may from time to time direct that any and all fees due and payable to the Scottish FA by a member, Affiliated Association, Affiliated National Association, recognised football body, Club and/or Participant, including (without limitation) Registration Fees, Application Fees and Monetary Sanctions, shall be paid via Scottish FA Comet, in which case such member, Affiliated Association, Affiliated National Association, recognised football body, Club and/or Participant shall so pay the relevant fees in accordance with the terms of the applicable rules and regulations.
- 5.3 If a member, Affiliated Association, Affiliated National Association, recognised football body or Club fails to make any payment due and payable by it in accordance with paragraph 5.1 or paragraph 5.2 of these Regulations, it shall be deemed to be in breach of these Regulations.
- 5.4 An Affiliated Association, Affiliated National Association or a recognised football body may, with the prior written consent of the Scottish FA, use Scottish FA Comet for the payment of any and all fees due and payable by a member, Club or Participant to such Affiliated Association, Affiliated National Association or recognised football body.

#### 6. REGISTRATION OF PLAYERS

- 6.1 All Players shall be registered at the Scottish FA in accordance with the Registration Procedures via the appropriate Scottish FA Comet-generated Registration Form.
- 6.2 Player registrations migrated to Scottish FA Comet from the Scottish FA's previous Football Administration System in 2024 shall be deemed to be validly registered to the relevant Club on Scottish FA Comet, until such time as they have been Terminated.
- 6.3 If the relevant Registration Form for a Player is not Submitted on Scottish FA Comet in accordance with the Registration Procedures and/or is incomplete, such Player's registration will not be accepted and the application will be returned to Entered or Entered (INT) (as applicable) by the Scottish FA and the Player will be ineligible to participate in any Official Match.

#### 7. PLAYER REGISTRATION DEADLINES

- 7.1 Subject to paragraph 7.3 of these Regulations:
  - (a) an application for registration of any Player must be Submitted to the Scottish FA via Scottish FA Comet by no later than:
    - (i) 2pm on the day of the match in which they wish to participate, or at least three
      hours before the match, whichever is the earlier, where the day of such match is a
      working day; or
    - (ii) 5pm on the last working day before the day of the match in which they wish to participate, where the day of such match is not a working day, provided that:
    - (A) the Scottish FA may, in its sole discretion, accept an application to register a Player Submitted to the Scottish FA via Scottish FA Comet:
      - (1) by no later than 11:59pm on the last day of a Registration Period; or
      - (2) after the relevant time set out in this paragraph 7.1(a), where it deems it reasonable to do so:
    - (B) the ITC and evidence of eligibility to take up employment in the United Kingdom (in both cases, if applicable) may be provided thereafter (but must be provided before the Player's registration can be Confirmed); and
    - (C) the Scottish FA shall accept an application to register a Player in accordance with the rules and regulations of a Competition relating to emergency loans Submitted to the Scottish FA via Scottish FA Comet, together with written confirmation from the relevant Competition Organiser that such Player can be registered on such basis, by no later than:
      - (1) at least three hours before the match in which the Club wishes the Player to participate, where the day of such match is a working day; or
      - (2) 12pm on the day of the match or at least three hours before the match, whichever is the earlier, where the day of such match is not a working day; and
  - (b) where a Club wishes to play a Player as a trialist in a match, the Player must be Confirmed as a trialist by the Club on Scottish FA Comet by no later than the time by which the official team line for the match in which the Club wishes the Player to participate as a trialist must be submitted by the Club, provided that if any such requires an ITC, the required ITC is received prior to the club Confirming the Player as a trialist on Comet. Notwithstanding the terms of this paragraph 7.1(b), it is entirely the Club's responsibility to ensure that a Player that the Club wishes to play as a trialist in a match is eligible to be listed on a team line-up and participate in such match in accordance with the applicable rules and regulations of the Competition in which the match is taking place.
- 7.2 Subject to paragraph 7.3 of these Regulations, if an application to register a Player is Submitted via Scottish FA Comet, or a Player is Entered as a trialist by a Club on Scottish FA Comet, after the applicable deadline referred to in paragraph 7.1 of these Regulations, the Scottish FA will deem receipt of the application to register said Player or the Entry of such Player on Scottish FA Comet, as the case may be, to have taken place at 9.00am

- on the next working day. The Status Log on a Player's Record will be used for the purpose of establishing the date and time a Club has Submitted an application to register a Player via Scottish FA Comet or Entered a Player as a trialist on Scottish FA Comet (as the case may be).
- Notwithstanding the terms of paragraph 7.1 of these Regulations, an Affiliated National Association (other than the Scottish Junior Football Association) may permit a Club to play a Player in an Official Match in any of its Competitions, notwithstanding that an application to register a Player with such Club has not been Submitted via Scottish FA Comet or such Player has not been Entered as a trialist on Scottish FA Comet by such Club, in accordance with the applicable deadline referred to in paragraph 7.1 of these Regulations, provided that the said Club has submitted a completed registration form in respect of the said Player to such Competition Organiser prior to such Official Match starting. In any such case, the application for registration of the said Player must be Submitted, or the Player must be Entered as a trialist, in each case by the said Club via Scottish FA Comet by no later than the working day immediately following the said Official Match. Such application will be processed in the usual manner, save that the Scottish FA will deem receipt of the said application to register or the Entry of a Player as a trialist (as the case may be) to have taken place at 9.00am on the day of the said Official Match. For the avoidance of doubt, any issues regarding the eligibility of a Player to have played in an Official Match for a Club shall be solely at the risk of the Club involved and the terms of this paragraph 7.3 shall not cure any such issues nor shall they relieve (or be a defence to) the said Club in respect of any disciplinary procedures or sanctions in relation thereto.
- 7.4 For any Player to be eligible for participation in an Official Match, such Player must be Confirmed (or, where the terms of paragraph 7.3 of these Regulations apply, would have been Confirmed, had the application to register been made or the Player been Entered as a trialist in accordance with the applicable deadline referred to in paragraph 7.1 of these Regulations). The Scottish FA will use reasonable endeavours to Confirm a Player as soon as reasonably practicable after (i) Submission of the application for Registration of such Player or the Entry of such Player as a trialist in accordance with paragraph 7.1 of these Regulations and (ii) receipt of any ITC and evidence of eligibility to take up employment in the United Kingdom which is required before the Player's registration can be Confirmed.

#### 8. INTERNATIONAL TRANSFER PROCEDURES

- 8.1 If a Player requires an ITC, the Club must ensure that Scottish FA Comet is completed properly and, in particular, must ensure that the Player's most recent former Club and the name of the National Association the former Club is affiliated to is included in the application. Where a Club does not have a registered FIFA TMS user, the Scottish FA may request an Amateur ITC on the Club's behalf. In such instances, the Club must also include a copy of the Player's photographic identification.
- 8.2 The use of TMS is a mandatory step for all international transfers of Players (both male and female) within the scope of Association Football. Clubs must ensure that TMS is used in conjunction with their existing obligations under these Regulations to use Scottish FA Comet.
- 8.3 An ITC may not be requested by the Scottish FA on TMS in its sole discretion unless an application for registration has been Submitted by the Club via Scottish FA Comet which is compliant with all applicable Scottish FA rules and regulations. Likewise, an application for registration on Scottish FA Comet at status Submitted (INT) may not be reviewed by the Scottish FA, at its sole discretion, unless an accompanying transfer instruction has been added onto TMS.

8.4 This paragraph 8 should be read in conjunction with Articles 9 and 19, Annexe 3 and Annexe 3a of the FIFA Regulations on the Status and Transfer of Players.

#### 9. MATCH OFFICIALS' REGISTRATIONS

- 9.1 All match officials must be registered on Scottish FA Comet at the start of every Season and Confirmed before they are eligible to officiate in any Official Match, save where directed otherwise by the Scottish FA.
- 9.2 The registration of a match official will expire at the end of each Season and they will be required to re-register ahead of the start of each subsequent Season, save where directed otherwise by the Scottish FA.

#### 10. REGISTRATION OF OFFICIALS

- 10.1 All Officials shall be registered by their Club in accordance with the Registration Procedures via the appropriate Scottish FA Comet-generated Registration Form. Where an Official is in a regulated role, they must be registered by their Club, in accordance with these Regulations, in such regulated role.
- 10.2 An application for registration of any Official whom a Club wishes to add to a team-line up of such Club must be Submitted to the Scottish FA via Scottish FA Comet by no later than:
  - (a) 2pm on the day of the match in respect of which the Club wishes to add the Official to a team-line up, or at least three hours before the match, whichever is the earlier, where the day of such match is a working day; or
  - (b) 5pm on the last working day before the day of the match in respect of which the Club wishes to add the Official to a team-line up, where day of such match is not a working day, provided that the Scottish FA may, in its sole discretion, accept an application to register an Official Submitted to the Scottish FA via Scottish FA Comet after the relevant time set out in this paragraph

provided that the Scottish FA may, in its sole discretion, accept an application to register an Official Submitted to the Scottish FA via Scottish FA Comet after the relevant time set out in this paragraph 10.2, where it deems it reasonable to do so.

- 10.3 For any Official to be eligible to be added to a team-line up of a Club and carry out their duties in respect of an Official Match, such Official must be Confirmed. The Scottish FA will use reasonable endeavours to Confirm an Official as soon as reasonably practicable after Submission of the application for Registration of such Official in accordance with paragraph 10.2 of these Regulations.
- 10.4 Only registered Officials are eligible to be added to a team-line up of the Club which they have registered for.

#### 11. CLUB LICENSING

The Board may determine, in its sole discretion, from time to time that Club Licensing will be processed via Scottish FA Comet in accordance with the Club Licensing Procedures.

#### 12. COMPETITION MANAGEMENT

12.1 The Scottish FA shall use Scottish FA Comet for Competition Management in the Competitions in respect of which it is the Competition Organiser, save where it deems it necessary (acting reasonably) to do otherwise.

- 12.2 Each of the following Competition Organisers shall use Scottish FA Comet for Competition Management in their Competitions:
  - (a) the Scottish Professional Football League;
  - (b) the Scottish Highland Football League;
  - (c) the Scottish Lowland Football League;
  - (d) the Scottish Junior Football Association;
  - (e) the Midlands Football League;
  - (f) the North of Scotland Football League;
  - (g) the North Caledonian Football Association;
  - (h) the East of Scotland Football League;
  - (i) the West of Scotland Football League;
  - (j) the South of Scotland Football League;
  - (k) the Scottish Women's Premier League;
  - (I) Scottish Women's Football; and
  - (m) such other Competition Organisers as the Board shall determine from time to time, provided that the Scottish FA and a Competition Organiser may agree that the terms of this paragraph 12.2 shall not apply to any or all of such Competition Organiser's Competitions, in which case such Competition Organiser shall be entitled to use such other means of Competition Management for such Competition(s) as is agreed with the Scottish FA from time to time.
- 12.3 Any Competition Organiser not referred to in paragraph 12.2 of these Regulations shall be entitled, at its sole discretion, to use Scottish FA Comet for Competition Management in any or all of the Competitions, with the prior consent of the Scottish FA.
- 12.4 For all Competitions recorded on Scottish FA Comet:
  - (a) the Competition Organiser must:
    - ensure all participating Clubs have entered its Competition via Scottish FA Comet in a timely manner and by no later than the stipulated deadline; and
    - record, and maintain, all their fixtures on Scottish FA Comet, including participating Clubs, dates, times, venues and match officials;
  - (b) the participating Clubs must:
    - (i) enter the relevant Competition(s) via Scottish FA Comet; and
    - (ii) submit their team line-ups (starting line-up, substitutes and members of Team Staff) on Scottish FA Comet in accordance with the deadlines imposed by the Competition Organiser. Where said deadline is not met, it is a matter for the Competition Organiser. Any failure to adhere to the obligation placed on a

Club by way of this Regulation which results in submission of a Club's team line-up by such other means as the Competition Organiser deems acceptable (acting reasonably), may only be excused in exceptional circumstances (which includes, but is not limited to, unavailability of Scottish FA Comet); and

- (c) match officials must ensure they:
  - prior to kick off, check the team line-ups submitted by the two participating Clubs are correct;
  - (ii) in accordance with the applicable deadlines, record the following match events on Scottish FA Comet:
    - (A) the goalscorers and match time that had elapsed when each goal was scored
    - (B) substitution details, including the match time that had elapsed when each substitution was made;
    - (C) the yellow and red cards issued, including the match time that had elapsed when the card was issued; and
    - (D) details of any misconduct by Players and/or members of Team Staff;
  - (iii) in accordance with the applicable deadlines, submit on Scottish FA Comet any team line-up which is submitted by a participating Club otherwise than on Scottish FA Comet, in accordance with paragraph 12.5(b)(ii) of these Regulations;
  - (iv) confirm the match result on Scottish FA Comet by changing the status of the match from Scheduled to Played, but only when all information and reports relating to the match have been input on Scottish FA Comet;
  - (v) in the event of an Official Match being Postponed, move the status of the match from Scheduled to Postponed as soon as possible after the decision to Postpone the match has been made; and
  - (vi) in the event of an Official Match being Abandoned, change the status of the match from Scheduled to Abandoned as soon as possible after the decision to Abandon the match has been made.

#### 13. MISCELLANEOUS

- 13.1 If an application to register a Participant has remained at Entered or Entered (INT) status for longer than thirty (30) days, the Scottish FA reserves the right to deem that such application has been (i) withdrawn by the Club before it has been Confirmed and/or (ii) Deleted. No notice will be given to the Club by the Scottish FA in this instance.
- 13.2 The Scottish FA reserves the right to amend any Confirmed registration for a Participant to Terminated and/or Deleted should it determine, without limitation, that the registration is non-compliant with any applicable Scottish FA rules and regulations and/or is incomplete and/or invalid.

13.3 The Scottish FA reserves the right to amend any Terminated registration for a Participant, in its sole discretion, to Deleted should it determine, without limitation, that the registration was non-compliant with any applicable Scottish FA rules and regulations and/or is incomplete and/or invalid.

#### 14. BREACH OF THESE REGULATIONS

- 14.1 It shall be a breach of these Regulations if any User, member, Affiliated Association, Affiliated National Association, recognised football body, Club or Participant fails to comply with the provisions of these Regulations or uses Scottish FA Comet contrary to the Terms and Conditions of Use or the User Guides.
- 14.2 Notwithstanding any information contained on Scottish FA Comet, or the ability of any User, member, Affiliated Association, Affiliated National Association, recognised football body, Club or Participant to undertake any action or process on Scottish FA Comet, the provisions of the Articles and the Scottish FA's rules and regulations ultimately prevail, and it is the responsibility of any User, member, Affiliated Association, Affiliated National Association, recognised football body, Club or Participant to comply with any such provisions
- 14.3 The Judicial Panel shall have jurisdiction, subject to the terms of the Judicial Panel Protocol, to deal with any alleged breach of these Regulations.

#### 15. APPLICABLE LAW

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

June 2025

## SCOTTISH FA FOOTBALL AGENT REGULATIONS

#### INTRODUCTION

These Regulations are made in accordance with the FIFA requirement that member associations have regulations governing the engagement of services provided by Football Agents pursuant to the FIFA Football Agent Regulations.

From 1 October 2023, the Fifa Football Agent Regulations shall govern the occupation and conduct of Football Agents in relation to Representation Agreements with an international dimension, and any conduct connected to an international transfer or international Transaction (as set out in article 2 of the Fifa Football Agent Regulations).

On 24 May 2023, FIFA and the German Football Association were notified of a preliminary injunction (the "Injunction") granted by the District Court of Dortmund in the procedure 8 O 1/23 (Kart), prohibiting FIFA from enforcing specific provisions of the Fifa Football Agent Regulations. As a result, for the time the Injunction is in effect, any (i) Football Agent Services performed in relation to a Transaction that has a Link to Germany; and (ii) Representation Agreement that has a Link to Germany, shall be governed by Annex 2 to these Regulations.

These Regulations came into force on 1 January 2024.

#### **DEFINITIONS**

For the purpose of these Regulations, the terms set out in the FIFA Statutes, the RSTP and the Scottish FA Articles of Association, as well as the following definitions, shall apply:

**Agency:** an organisation, entity, firm or private company retaining, comprising, employing or otherwise acting as a vehicle for the business affairs of one or more Football Agents.

**Approach:** (i) any physical, in-person contact or contact via any means of electronic communication with a Client; (ii) any direct or indirect contact with another person or organisation linked to a Client, such as a family member or friend; or (iii) any action when a Football Agent uses or directs another person or organisation to contact a Client on their behalf in the manner described in (i) or (ii) above.

**Client:** a member association, club, player, coach, or Single-Entity League that may engage a Football Agent to provide Football Agent Services.

Connected Football Agent: a Football Agent is connected to another Football Agent as a result of their: (i) being employed or contractually retained by the same Agency through which Football Agent Services are conducted; (ii) both being directors, shareholders in, or co-owners of the same Agency through which Football Agent Services are conducted; (iii) being married to one another, domestic partners, siblings of one another, or parent and child or stepchild; or (iv) them having made any contractual or other arrangements, whether formal or informal, to cooperate, on more than one occasion, in the provision of any services or to share the revenue or profits of any part of their Football Agent Services.

**Engaging Entity:** a club, member association or Single-Entity League that may engage a player or coach.

**Football Agent:** a natural person (i) licensed by FIFA to perform Football Agent Services or (ii) who performs Football Agent Services in relation to a Transaction that has a Link to Germany or enters into a Representation Agreement that has a Link to Germany.

**Football Agent Services:** football-related services performed for or on behalf of a Client, including any negotiation, communication relating or preparatory to the same, or other related activity, with the purpose, objective and/or intention of concluding a Transaction.

Individual: player or coach.

Interest: (i) any beneficial ownership of a legal person through which the relevant activities of those entities are conducted, except an ordinary and freely accessible non-transferable personal membership entitling its owner to a single vote in club affairs; and/or (ii) being in a position that may enable the exercise of a material, financial, commercial, administrative, managerial or any other influence over the affairs of a natural or legal person whether directly or indirectly and whether formally or informally.

Link to Germany: has the meaning give to it in paragraph 1 of Annex 2 to these Regulations.

Other Services: any services performed by a Football Agent for or on behalf of a Client other than Football Agent Services, including but not limited to providing legal advice, financial planning, scouting, consultancy, management of image rights and negotiating commercial contracts.

**Platform:** the digital platform operated by FIFA through which the licensing process, dispute resolution process (for disputes that FIFA has jurisdiction to determine), continuing professional development (CPD) and reporting shall occur.

**Regulations:** these Football Agent Regulations, as amended from time to time.

**Releasing Entity:** a club, member association or Single-Entity League that a player or coach is leaving to be employed and/or registered by an Engaging Entity.

**Remuneration:** gross financial compensation for employment set out in a negotiated employment contract, which includes base salary, any sign-on fee, and any amount payable if certain conditions are fulfilled (for example, a loyalty or performance bonus). For the avoidance of doubt, any future transfer compensation agreed to and any non-salary benefits, such as the provision of a vehicle, accommodation or telephony services, are not considered in the calculation of the gross financial compensation.

**Representation Agreement:** a written agreement for the purpose of establishing a legal relationship to provide Football Agent Services.

**RSTP:** the FIFA Regulations on the Status and Transfer of Players, as amended from time to time.

Specified Transaction: a Transaction where all of the parties involved are defined and identified.

**Transaction:** (i) the employment, registration or deregistration of a player with a club or a Single-Entity League; (ii) the employment of a coach with a club, Single-Entity League or a member association; (iii) the transfer of the registration of a player from one club to another; (iv) the creation, termination or variation of an Individual's terms of employment.

Terms referring to natural persons are applicable to all genders. Any term in the singular applies to the plural and vice versa.

### **PART I: GENERAL RULES**

#### 1. OBJECTIVES

- 1. The core objectives of the football transfer system are to:
  - a) protect the contractual stability between professional players and clubs;
  - b) encourage the training of young players;
  - c) promote a spirit of solidarity between elite and grassroots football;
  - d) protect minors;
  - e) maintain competitive balance; and
  - f) ensure the regularity of sporting competitions.
- The regulation of Football Agent Services and Other Services ensures that the conduct of a Football Agent is consistent with both the core objectives of the football transfer system and the following objectives:
  - raising and setting minimum professional and ethical standards for Football Agent Services and Other Services:
  - ensuring the quality of the service provided by Football Agents to Clients at fair and reasonable service fees that are uniformly applicable;
  - c) limiting conflicts of interest to protect Clients from unethical conduct;
  - d) improving financial and administrative transparency;
  - protecting players who lack experience or information relating to the football transfer system;
  - f) enhancing contractual stability between players, coaches and clubs; and
  - g) preventing abusive, excessive and speculative practices.

#### 2. SCOPE

- These Regulations govern the activities of Football Agents operating under the jurisdiction of the Scottish FA and apply to:
  - a) all Representation Agreements that have a national dimension with reference to paragraph 2 of this regulation 2;
  - any conduct connected to a national Transaction within the jurisdiction and territory of the Scottish FA; and
  - Approaches made by Football Agents to Clients for the provision of Football Agent Services

- 2. A Representation Agreement will be deemed to have a national dimension whenever:
  - a) it governs Football Agent Services related to a Specified Transaction in connection with a national transfer within the jurisdiction and territory of the Scottish FA (or a move of a coach between two clubs both of which are members of the Scottish FA or between a club which is a member of the Scottish FA and a representative team of the Scottish FA);
  - it governs Football Agent Services related to more than one Specified Transaction, one
    of which is connected to national transfers within the jurisdiction and territory of the
    Scottish FA (or a move of a coach between two clubs both of which are members of
    the Scottish FA or between a club which is a member of the Scottish FA and a
    representative team of the Scottish FA); or
  - c) it governs the continuing provision of Football Agent Services by a Football Agent to (i) a player who has registered with a club under the jurisdiction of the Scottish FA following an international transfer; (ii) a coach who has moved internationally to a club under the jurisdiction of the Scottish FA; or (iii) the club under the jurisdiction of the Scottish FA who has registered that player or to which that coach has moved.
- 3. These Regulations shall also apply to:
  - a) any Football Agent conduct that is connected to a Transaction that takes place entirely within the jurisdiction and territory of the Scottish FA (i.e. a national Transaction); and
  - b) any Representation Agreement for Football Agent Services that are not related to Specified Transactions with an international dimension, where the Client which is a party to such Representation Agreement is registered with the Scottish FA at the date of signature of the Representation Agreement.

## PART II. BECOMING A FOOTBALL AGENT

#### 3. GENERAL PROVISIONS

- 1. A natural person may become a Football Agent by following the procedure established under articles 4 to 10 of the FIFA Football Agent Regulations.
- A person formerly licensed as an agent pursuant to the FIFA Players' Agent Regulations is exempt from the requirement to pass an exam established in the FIFA Football Agent Regulations provided that they meet the conditions established under article 23 of the FIFA Football Agent Regulations.
- 3. The licence issued by FIFA authorises the Football Agent to conduct Football Agent Services within the jurisdiction and territory of the Scottish FA. A Football Agent that performs Football Agent Services within the jurisdiction and territory of the Scottish FA will be subject to these Regulations and all regulations of the Scottish FA applicable to Football Agents.

## 4. COMPLIANCE WITH ELIGIBILITY REQUIREMENTS

 The Scottish FA shall report to FIFA any allegations or suspicions regarding any Football Agent's or applicant's non-compliance with the eligibility requirements under article 5 of the FIFA Football Agent Regulations.  The Scottish FA shall assist FIFA in investigating any potential non-compliance with the eligibility requirements established under article 5 of the FIFA Football Agent Regulations by providing all relevant information at its disposal or requested by FIFA.

## PART III. ACTING AS A FOOTBALL AGENT

#### 5. GENERAL PROVISIONS

- 1. Only a Football Agent shall perform Football Agent Services.
- A Football Agent must always satisfy the eligibility requirements in article 5 of the FIFA Football Agent Regulations.
- 3. A Football Agent may conduct their business affairs through an Agency. Any employees or contractors hired by the Agency that are not Football Agents shall not perform Football Agent Services or make any Approach to a potential Client to enter into a Representation Agreement. A Football Agent remains fully responsible for any conduct by their Agency, its employees, contractors or other representatives should they violate these Regulations.
- The following natural or legal persons shall not have an Interest in any affairs of a Football Agent or their Agency:
  - a) Clients:
  - b) any person who is ineligible to become a Football Agent under this regulation 5; and
  - any person or entity that owns or holds, whether directly or indirectly, any rights
    relating to the registration of a player, in violation of article 18bis or article 18ter of
    the RSTP.

#### 6. REPRESENTATION

- A Football Agent shall only perform Football Agent Services for a Client after having entered into a written Representation Agreement with that Client.
- Only a Football Agent shall Approach a potential Client or enter into a Representation Agreement with a Client for the provision of Football Agent Services.
- 3. A Representation Agreement concluded between an Individual and a Football Agent shall not exceed two years. This term may only be extended by a new Representation Agreement. Any automatic renewal provision, or any other provision that purports to extend any term of the Representation Agreement beyond the maximum period, shall be null and void.
- 4. A Football Agent shall only execute one Representation Agreement with the same Individual at any one time. Before entering into a Representation Agreement with an Individual, or before amending an existing Representation Agreement with an Individual, the Football Agent shall:
  - a) inform the Individual in writing that they should consider taking independent legal advice in relation to the Representation Agreement; and
  - b) obtain the Individual's written confirmation that they have either obtained or decided not to take such independent legal advice.

- A Representation Agreement concluded between an Engaging Entity or Releasing Entity and a Football Agent is not subject to a maximum duration.
- A Football Agent may execute multiple Representation Agreements with the same Engaging Entity or Releasing Entity at any one time, subject to those agreements relating to different Transactions.
- A Representation Agreement must contain the entire agreement between the parties in relation to the Football Agent Services to be provided and shall be valid only if it contains the following minimum requirements:
  - a) the names of the parties;
  - b) the duration (if applicable);
  - c) the amount of the service fee due to the Football Agent;
  - d) the nature of the Football Agent Services to be provided; and
  - e) the parties' signatures.
- A Football Agent shall only perform Football Agent Services and Other Services for one party in a Transaction, subject to the sole exception in this paragraph 8:
  - a) Permitted dual representation: a Football Agent may perform Football Agent Services and Other Services for an Individual and an Engaging Entity in the same Transaction, provided that prior explicit written consent is given by both Clients.
- A Football Agent shall, in particular, not perform Football Agent Services or Other Services in the same Transaction for:
  - a) a Releasing Entity and Individual; or
  - b) a Releasing Entity and Engaging Entity; or
  - all parties within the same Transaction.
- 10. A Football Agent and a Connected Football Agent shall not perform Football Agent Services or Other Services for different Clients in the same Transaction, except in accordance with paragraph 8 of this regulation 6 of these Regulations.
- 11. Any relevant transfer or employment agreement in a Transaction that is concluded following the provision of Football Agent Services shall specify the Football Agent's name, their Client, their FIFA licence number and their signature.
- A Client may negotiate and conclude a Transaction without engaging a Football Agent.
   If this is the case, this shall be explicitly stated in the relevant transfer or employment agreement.
- 13. Any clause in a Representation Agreement that:
  - a) limits an Individual's ability to autonomously negotiate and conclude an employment contract without the involvement of a Football Agent; and/or
  - b) penalises an Individual if they autonomously negotiate and/or conclude an employment contract without the involvement of a Football Agent,

will be null and void.

- 14. A Representation Agreement may be terminated at any time by either party if there is just cause to do so. A party revoking or terminating a Representation Agreement without just cause must compensate the other party for any resulting damage. There is just cause to terminate a Representation Agreement when a party can no longer reasonably be expected, according to the principle of good faith, to continue the contractual relationship for the agreed term. This includes, but is not limited to, the following situations:
  - a) the withdrawal or suspension of a Football Agent licence;
  - b) a ban on taking part in any football-related activity;
  - a ban on registering new players, either nationally or internationally, for at least one entire registration period; and
  - d) established breach of contract.
- 15. Any term of a Representation Agreement that breaches the requirements of these Regulations is not permitted and will be null and void. In such cases, the Scottish FA shall have the power to notify the parties of any such breach whereupon the parties shall remedy the breach by making the necessary amendments as notified. Failure to remedy any breach shall constitute a breach of these Regulations, separate from and in addition to the initial breach.
- 16. Neither a Client nor a Football Agent must arrange matters so as to conceal or misrepresent the reality or substance of any matters in relation to a Transaction.

#### 7. REPRESENTATION OF MINORS

- An Approach (and/or any subsequent execution of a Representation Agreement) to a minor or their legal guardian in relation to any Football Agent Services shall only be made no more than six months before the minor reaches the age where they may sign their first professional contract in accordance with the law of Scotland. This Approach shall only be made once prior written consent has been obtained from the minor's legal guardian.
- A Football Agent that wishes to represent a minor or represent a club in a Transaction involving a minor must first successfully complete the designated CPD course on minors and comply with any applicable requirements under the law of Scotland to represent a minor, including (without limitation) the Disclosure (Scotland) Act 2020.
- A Representation Agreement between a Football Agent and a minor shall only be enforceable where:
  - a) the Representation Agreement meets the minimum requirements provided in article 12 paragraph 7 of the FIFA Football Agent Regulations;
  - b) the Football Agent has complied with paragraphs 1 and 2 of this regulation 7; and
  - c) the Representation Agreement is signed by the minor and their legal guardian.
- 4. Any violation of paragraph 1 of this regulation 7 shall be sanctioned, at a minimum, with a fine and a suspension of a Football Agent licence of up to two years.

#### 8. SERVICE FEE – GENERAL PRINCIPLES

- A Football Agent may charge a service fee to a Client as agreed in a Representation Agreement.
- Payment of the service fee due under a Representation Agreement shall be made exclusively by the Client of the Football Agent. A Client is not permitted to contract with or authorise any third party to make such payment.
- 3. The only exception to the principle in paragraph 2 of this regulation 8 is when a Football Agent is representing an Individual and their negotiated annual Remuneration is less than USD 200,000 (or equivalent), not counting any conditional payments. In such cases, an Engaging Entity may agree with an Individual to pay the service fee for that Transaction to their Football Agent in accordance with the Representation Agreement. All of the following conditions must apply:
  - a) the service fee payment made by the Engaging Entity on behalf of the Individual shall not affect the fiduciary duty of the Football Agent to the Individual. It must also not create any dependency or subordination of the Football Agent towards the Engaging Entity;
  - the service fee payment made by the Engaging Entity on behalf of the Individual must be no higher than the agreed service fee in the Representation Agreement between the Individual and Football Agent; and
  - c) the Engaging Entity may not deduct any service fee payment made pursuant to paragraph 3 of this regulation 8 from the Individual's Remuneration.
- 4. Where the Football Agent and the Client agree in the Representation Agreement that a service fee (either by way of lump sum or by instalments) is to be paid in respect of a Transaction to which these Regulations apply, it shall be calculated on the basis of the player/coach's Remuneration as set out in the employment contract concluded by the player/coach in respect of which he was represented by the Football Agent.
- 5. The service fee due to a Football Agent shall be paid on an invoice basis.
- 6. A Football Agent is entitled to receive a service fee only if the fee corresponds to the services stipulated in advance in a Representation Agreement, and the Representation Agreement is in force at the time at which the relevant Football Agent Services are performed.
  - a) Where an employment contract has a duration longer than the associated Representation Agreement, a Football Agent may receive a service fee after expiry of the Representation Agreement as long as the Individual's negotiated employment contract is still in effect, and provided that this is expressly agreed with the Client in the Representation Agreement.
- Only the Remuneration actually received by an Individual shall be subject to the payment of a service fee, calculated on a pro-rata basis.
- 8. Where a negotiated employment contract is less than six months in duration, payment shall be made in a single instalment at the expiry of the negotiated employment contract.

- A Football Agent shall not receive a service fee when engaged to perform Football
  Agent Services relating to a minor unless the relevant player is signing their first or
  subsequent professional contract and that contract comes into force.
- 10. Where a Football Agent acts on behalf of an Engaging Entity and an Individual in the same Transaction under paragraph 8(a) of regulation 11 of these Regulations (permitted dual representation), the Engaging Entity may pay up to 50% of the total service fee due.
- 11. A Releasing Entity shall pay a service fee to a Football Agent following receipt of each instalment of the transfer compensation due to the Releasing Entity. The Releasing Entity shall duly inform the Football Agent of any such instalments received.
- 12. A Football Agent is not entitled to receive any service fee not yet due deriving from a negotiated employment contract where:
  - a) the Individual transfers to another Engaging Entity before the negotiated employment contract expires; or
  - the negotiated employment contract is prematurely terminated by the Individual without just cause and the Football Agent still represents the Individual at the time of that termination.
- 13. All service fee payments to Football Agents shall be made directly to the Football Agent until such time as the provisions regulating service fee payments contained in the FIFA Clearing House Regulations enter into force, from which time all service fee payments to Football Agents shall be made through the FIFA Clearing House in accordance with the said provisions of the FIFA Clearing House Regulations.

#### 9. RIGHTS AND OBLIGATIONS

- 1. A Football Agent:
  - a) may provide Football Agent Services to any Client that executes a written Representation Agreement that contains the minimum terms described in regulation 6 of these Regulations and in article 12 of the FIFA Football Agent Regulations;
  - shall not Approach a Client that is bound by an exclusive Representation Agreement with another Football Agent, except in the final two months of that exclusive Representation Agreement; and
  - shall not enter into a Representation Agreement with a Client that is bound by an
    exclusive Representation Agreement with another Football Agent, except in the final
    two months of that exclusive Representation Agreement.
- 2. A Football Agent shall:
  - a) always act in the best interests of their Client(s);
  - respect and adhere to these Regulations and any other rules, regulations and decisions of the Scottish FA applicable to a Football Agent;
  - c) avoid conflicts of interest while providing their Football Agent Services;
  - d) ensure that their name, licence number, signature and the name of their Client appear in any contracts resulting from the provision of their Football Agent Services;

- always meet the eligibility requirements while licensed, as described under Part II of these Regulations and under articles 5 and 17 of the FIFA Football Agent Regulations;
- f) pay an annual licence fee to FIFA within the deadline stipulated on the Platform, as described in articles 7 and 17 of the FIFA Football Agent Regulations;
- comply with the CPD requirements, as described in articles 9 and 17 of the FIFA Football Agent Regulations;
- h) comply with the ongoing disclosure and reporting requirements, as described under j) below and in paragraph 4 of this regulation 9;
- i) immediately report any breaches of these Regulations to the Scottish FA, and any breaches of FIFA, confederation or member association rules, regulations or codes of conduct to the Scottish FA and any other relevant authority or body;
- j) submit to the Scottish FA by email to agents@scottishfa.co.uk:
  - within 14 days of execution, amendment or termination of a Representation Agreement: the relevant Representation Agreement;
  - ii. within 14 days of execution: any agreement with a Client other than a Representation Agreement, including but not limited to agreements relating to Other Services;
  - within 14 days of payment of a service fee: confirmation of receipt and proof of receipt of such payment;
  - iv. within 14 days of occurrence: any contractual or other arrangement between Football Agents to cooperate in the provision of any services or to share the revenue or profits of any part of their Football Agent Services;
  - within 14 days of occurrence: any information that may impact the obligation to meet the eligibility requirements; and
  - vi. within 14 days of occurrence: any settlement agreement entered into with a Client or another Football Agent; and
- k) upload to the Platform, the documents required under article 16.2(j) of the FFAR;
- ) if they conduct their business affairs through an Agency, upload to the Platform:
  - within 14 days of the first Transaction involving the Agency: its ownership structure, the identity of the shareholders, the percentage owned in its share capital and/or identity of its beneficial owners;
  - within 14 days of the first Transaction involving the Agency: the number of Football Agents that use the same Agency to conduct their business affairs and the name of all its employees; and
  - iii. within 30 days of occurrence: any changes to any of the information previously provided in relation to the Agency.
- 3. A Football Agent shall not engage, or attempt to engage, in the following conduct:

- a) Approach, enter into negotiations, take any steps, solicit or in any way facilitate discussions between parties with a view to a Transaction (including the making of statements to the media), regarding any Individual with the aim of inducing them to prematurely terminate their employment contract without just cause or violate any obligations in their employment contract;
- o) offer or pay any undue personal, pecuniary or other advantage, either directly or indirectly, to:
  - . any official or employee of a member association, club or Single Entity League in connection with Football Agent Services; or
  - ii. an Individual (or any family member or legal guardian or friend of that Individual) in relation to a Representation Agreement with that Football Agent;
- c) conceal material facts from a Client, including without limitation:
  - failing to declare a conflict of interest (even if such conflict would otherwise be permitted in accordance with these Regulations); or
  - failing to report a written offer (by any means of communication) made to a Client;
- accept payment of any transfer compensation or training reward that is payable in connection with a player's transfer between clubs, including (without limitation) any rights as described in article 18ter of the RSTP;
- e) be involved, directly or indirectly, in a bridge transfer as defined in the RSTP or own or hold any rights relating to the registration of a player, in violation of article 18bis or article 18ter of the RSTP: or
- f) violate these Regulations in any other way.
- 4. With regard to disclosure and reporting, a Football Agent shall:
  - a) immediately inform a Client of any written offer (by any means of communication) they
    have received in relation to their Client;
  - b) provide to a Client, on request, a copy of the relevant Representation Agreement or any other written agreements in relation to Other Services, a copy of the employment contract or any other written documents obtained in relation to the Football Agent Services, a schedule detailing payments of any kind whatsoever made to the Football Agent in relation to a Transaction in which they were involved; and
  - upon request, cooperate with any relevant person or body of the Scottish FA, UEFA and/or FIFA with respect to any request for any type of information in any form.
- 5. Where the services of a Football Agent have been engaged by a player or a coach in a Transaction, the club or Single-Entity League involved in the Transaction must submit a copy of the appropriate Representation Agreement, together with any other documentation required by the Scottish FA, to the Scottish FA at the same time as the Transaction is registered with the Scottish FA. Where the Representation Agreement and any other documentation required by the Scottish FA is not so provided, the Scottish FA shall not register the Transaction.

- 6. Where the services of a Football Agent have been engaged by a player or a coach in a Transaction, the Football Agent or the player or coach must provide the club or Single-Entity League involved in the Transaction with a copy of the Representation Agreement prior to the club or Single-Entity League registering the Transaction with the Scottish FA to allow the club or Single-Entity League to provide the Representation Agreement to the Scottish FA in accordance with paragraph 5 of this regulation9.
- 7. A club shall use reasonable endeavours to ensure that its Team Staff comply with the requirements of these Regulations.

#### 10 COMPLIANCE WITH ONGOING LICENSING REQUIREMENTS

- 1. If a Football Agent fails to:
  - a) meet the eligibility requirements at any time;
  - b) pay the annual licence fee to FIFA within the deadline stipulated on the Platform;
  - c) comply with the CPD requirements in a calendar year; or
  - d) comply with their reporting obligations,

their licence shall automatically be provisionally suspended.

- The FIFA general secretariat is responsible for investigating compliance with the requirements in paragraph 1 of this regulation 10.
- 3. If paragraph 1(a) of this regulation 10 applies:
  - a) the FIFA general secretariat will notify the Football Agent that it believes there are grounds to consider that they do not meet the eligibility requirements, and of the automatic provisional suspension; and
  - b) the matter will be referred to the FIFA Disciplinary Committee for its decision.
- If one or more of the circumstances described in paragraphs 1(b), (c) or (d) of this regulation 10 apply:
  - a) the FIFA general secretariat will notify the Football Agent of their non compliance and of the automatic provisional suspension; and
  - b) if the Football Agent fails to rectify their non-compliance within sixty days of their licence being automatically provisionally suspended, their licence shall be withdrawn.

## PART IV. RIGHTS AND OBLIGATIONS OF CLIENTS

#### 11 ENGAGEMENT OF FOOTBALL AGENTS

- 1. Clients:
  - a) may engage a Football Agent to perform Football Agent Services, provided that they do not choose to undertake such activities themselves;
  - shall pay the service fee agreed with a Football Agent in a timely manner established by these Regulations and in accordance with the respective Representation Agreement, employment contract and transfer agreement (as applicable);

- shall satisfy themselves that a Football Agent is appropriately licensed by FIFA prior to signing the relevant Representation Agreement;
- d) shall cooperate with the relevant body of each member association (including, without limitation, the Scottish FA) and/or any person employed by each member association (including, without limitation, the Scottish FA), confederation and/or FIFA with respect to any request in relation to a Football Agent made by those bodies;
- e) may request from the Football Agent a schedule detailing all payments of any kind whatsoever (including all remuneration, fees and expenses) made by and/or regarding that Client;
- f) (for clubs) shall upload to the FIFA Transfer Matching System ("TMS") within 14 days of occurrence:
  - the information requested in TMS on completion of each Transaction that is an international transfer in which the club is involved;
  - ii. any amendment to, or termination of, a relevant Representation Agreement;
  - any agreement with a Football Agent other than a Representation Agreement, including but not limited to Other Services, and the information requested in TMS; and
  - iv. the information requested in TMS following the payment of a fee related to any agreement entered into with a Football Agent other than a Representation Agreement; and
- g) shall immediately report any breaches of these Regulations to the Scottish FA and FIFA.
- Clients (and their officials, when applicable) shall not engage, or attempt to engage, in the following conduct:
  - a) engage or appoint an unlicensed person to perform Football Agent Services;
  - accept or request any undue personal, pecuniary or other advantage from a Football Agent;
  - give, offer or seek to offer consideration or a promise of any kind, either directly or indirectly, to a Football Agent (or to any family member of, or other person connected with, that Football Agent), other than the service fee agreed;
  - d) for member associations, clubs and Single-Entity Leagues, interfere in, or influence, the freedom of an Individual to select a Football Agent;
  - e) have an Interest in an Agency or the affairs of a Football Agent, in accordance with paragraph 4 of regulation 5 of these Regulations and article 11 paragraph 4 of the FIFA Football Agent Regulations;
  - f) for clubs and Single-Entity leagues, either directly or indirectly, induce or coerce an Individual to breach the terms of their Representation Agreement with their Football Agent;
  - g) fail to immediately report any breach of these Regulations or the FIFA Football Agent Regulations to the Scottish FA and FIFA;

- h) permit a Football Agent or their Agency to have an Interest in them; or
- i) any other breach of these Regulations.

## PART V. DISCLOSURE AND PUBLICATION

#### 12 DISCLOSURE AND PUBLICATION

- FIFA shall make available:
  - a) the names and details of all Football Agents;
  - the Clients that Football Agents represent, the exclusivity or non exclusivity of their representation and the expiry date of the Representation Agreement;
  - c) the Football Agent Services provided to each Client;
  - d) any sanctions imposed on Football Agents and Clients; and
  - e) details of all Transactions involving Football Agents, including the service fee amounts paid to Football Agents.
- 2. The Scottish FA shall be entitled to publish:
  - a) in any manner and at any time it considers appropriate, a list of all national Transactions in which any Football Agent or their Agency has been involved;
  - in any manner and at any time it considers appropriate, the total consolidated amount of all payments made by all Clients to Football Agents or their Agencies in connection with Transactions to which these Regulations apply; and
  - c) any decision made pursuant to these Regulations, in any manner and at any time it considers appropriate, including the name and any other relevant information relating to a Football Agent in respect of whom a disciplinary decision has been made. This is in addition to any other power which the Scottish FA has to publish any such information.

### PART VI. DISPUTES

#### 13 JURISDICTION

- Without prejudice to the right of a Football Agent or a Client to seek redress before an ordinary court of law, the Agents Chamber of the Football Tribunal has jurisdiction to determine disputes:
  - a) arising out of, or in connection with, a Representation Agreement with an international dimension (cf. art. 2 par. 2 of the FIFA Football Agent Regulations);
  - b) where a claim is lodged in accordance with the Procedural Rules Governing the Football Tribunal; and
  - where no more than two years have elapsed from the event giving rise to the dispute; the application of this time limit shall be examined ex officio in each case.

- The detailed procedures for the resolution of disputes are set out in the Procedural Rules Governing the Football Tribunal.
- 3. Without prejudice to the right of a Football Agent or a Client to seek redress before an ordinary court of law, disputes arising out of, or in connection with, a Representation Agreement without an international dimension (cf. article 2 paragraph 3 of the FIFA Football Agent Regulations) shall be determined in accordance with the Dispute Resolution Procedure contained in Annex 1 to these Regulations.

## PART VII. DISCIPLINARY MATTERS

#### 14 COMPETENCE AND ENFORCEMENT

- The FIFA Disciplinary Committee and, where relevant, the independent Ethics Committee
  are competent to impose sanctions on any Football Agent or Client that violates the FIFA
  Football Agent Regulations, the FIFA Statutes or any other FIFA regulations, in accordance
  with the FIFA Football Agent Regulations, the FIFA Disciplinary Code and the FIFA Code of
  Ethics. FIFA has jurisdiction regarding:
  - a) any conduct connected to a Representation Agreement with an international dimension (cf. article 2 paragraph 2 of the FIFA Football Agent Regulations); or
  - b) any conduct connected to an international transfer or international Transaction.
- The FIFA general secretariat shall monitor compliance with the FIFA Football Agent Regulations. In particular:
  - a) any party that receives a notice requesting information shall cooperate in full by complying, upon reasonable notice, with requests for any documents, information or any other material of any nature held by it, as well as with requests to procure and provide any documents, information or any other material of any nature not held by the party but which the party is entitled to obtain. Failure to comply with these requests from the FIFA general secretariat may lead to sanctions being imposed by the FIFA Disciplinary Committee. If requested by the FIFA general secretariat, a document (or an excerpt) shall be provided in English, French or Spanish;
  - electronic notifications through the Platform or TMS or sent by email to the address provided on Platform or TMS by the parties are considered valid means of communication and will be deemed sufficient to establish time limits;
  - following an investigation, the FIFA general secretariat may refer cases of noncompliance with the FIFA Football Agent Regulations to the FIFA Disciplinary Committee in accordance with the FIFA Disciplinary Code; and
  - following an investigation, the FIFA general secretariat may refer cases of ethical misconduct in relation to the FIFA Football Agent Regulations to the independent Ethics Committee in accordance with the FIFA Code of Ethics.
- The Judicial Panel of the Scottish FA is competent to impose sanctions on any Football Agent or Client that violates these Regulations. The Scottish FA has jurisdiction to hear complaints about the following:
  - a) any conduct connected to a Representation Agreement without an international dimension (cf. article 2 paragraph 3 of the FIFA Football Agent Regulations) and that takes place within the jurisdiction and territory of the Scottish FA; or

- any conduct connected to a national Transaction within the jurisdiction and territory of the Scottish FA.
- The Scottish FA's Compliance Officer shall monitor compliance with these Regulations.
   In particular:
  - a) any party that receives a notice requesting information shall cooperate in full by complying, upon reasonable notice, with requests for any documents, information or any other material of any nature held by it, as well as with requests to procure and provide any documents, information or any other material of any nature not held by the party but which the party is entitled to obtain. Failure to comply with these requests from the Scottish FA Compliance Officer may lead to sanctions being imposed by the Judicial Panel of the Scottish FA. If requested by the Scottish FA Compliance Officer, a document (or an excerpt) shall be provided in English;
  - electronic notifications sent by email to the address provided on TMS by the parties are considered valid means of communication and will be deemed sufficient to establish time limits;
  - following an investigation, the Scottish FA's Compliance Officer may refer cases of non-compliance with these Regulations to the Judicial Panel of the Scottish FA in accordance with the Judicial Panel Protocol of the Scottish FA; and
  - d) following an investigation, the Scottish FA's Compliance Officer may refer cases of ethical misconduct in relation to these Regulations to Judicial Panel of the Scottish FA in accordance with the Judicial Panel Protocol of the Scottish FA.
- 5. The Scottish FA may, in its sole discretion, refer to (and provide documents to) another member association, a confederation and/or FIFA for resolution of any complaint or allegation of a breach or circumvention of these Regulations or of the FIFA Football Agent Regulations applying to Football Agents where the subject matter involves any Transaction where any Client or Football Agent is subject to the jurisdiction of the other member association, confederation and/or FIFA.

## PART VIII. FINAL PROVISIONS

#### 15 TRANSITORY PROVISIONS

- Representation Agreements that expire on or after 1 January 2024 in force at the time at which the FIFA Football Agent Regulations are approved (on 16 December 2022), notwithstanding those that do not meet the minimum requirements provided in paragraph 7 of regulation 11 of these Regulations, shall remain valid (but not be extended) until they expire.
- Any new Representation Agreements or renewals of existing Representation Agreements concluded after the approval of the FIFA Football Agent Regulations (on 16 December 2022) shall be in compliance with the FIFA Football Agent Regulations and these Regulations as from 1 January 2024.
- A person that has executed any such Representation Agreement shall obtain a licence pursuant to the FIFA Football Agent Regulations to continue providing Football Agent Services as from 1 January 2024.

4. From 1 January 2024, the Scottish FA shall continue to have the power to bring charges and impose sanctions in respect of prior breaches of the Scottish FA Working with Intermediaries Regulations. A person that is subject to a sanction under the Scottish FA Working with Intermediaries Regulations at the point at which these Regulations come into force shall remain subject to such sanction in accordance with the prior decision of the Judicial Panel.

#### 16 INFORMATION AND PERSONAL DATA

- The Scottish FA is the data controller in respect of any personal data provided to the Scottish FA as a result of these Regulations and the Scottish FA will process such personal data in accordance with its obligations under the Data Protection Act 2018.
- 2. The Scottish FA will use personal data for the purposes set out in these Regulations. This may include obtaining an Individual's personal data from a third party or disclosing an Individual's personal data to a third party where that is necessary for the purpose of proceedings arising in terms of these Regulations and subject to the consideration of the rights, freedoms and legitimate interests of the data subject.

#### 17 MATTERS NOT PROVIDED FOR

- Any matters not provided for in these Regulations shall be determined by the Board of the Scottish FA, the decisions of which are final.
- Cases of force majeure affecting these Regulations shall be decided by the Board of the Scottish FA. the decisions of which are final.

#### 18 ENFORCEMENT

- 1. These Regulations were approved by the Board of the Scottish FA on 20 December 2023 and enter into force at 00:00 on 1 January 2024. For the avoidance of doubt, the obligation of Clients to only use Football Agents to perform Football Agent Services in relation to a Transaction (cf. regulation 5 of these Regulations and article 11 of the FIFA Football Agent Regulations) commences for all Transactions at 00:00 on 1 January 2024.
- The Scottish FA Working with Intermediaries Regulations as in force at the date of approval
  of these Regulations by the Board of the Scottish FA are hereby revoked as from 23:59 on
  31 December 2023.

#### 19 MISCELLANEOUS

To the extent that any provision of these Regulations or its performance contravenes any applicable law or regulation, it shall be deemed to be null and void, provided that such determination shall not affect the validity and enforceability of any other provision of these Regulations, which shall remain in full force and effect.

## ANNEX 1 - DISPUTE RESOLUTION PROCEDURE

- Where the Scottish FA Football Agent Regulations require the determination of a dispute or other matter in accordance with this Dispute Resolution Procedure, then this Annex 1 shall apply.
- The Scottish FA shall maintain a list of certain persons who are available to act as arbitrators in the determination of matters under this Annex 1 ("Agent Members").
- 3. Any party entitled and wishing to refer a matter for determination under this Annex 1, in terms of the Scottish FA Football Agent Regulations, (the "Referring Party") shall commence arbitration proceedings for determination of such relevant matter by delivery of a Notice of Agent Referral to all other parties with an interest (the "Agent Respondent(s)"), and to the Secretary of the Scottish FA. The Secretary or his nominee may, at his sole discretion, determine which party(s) have a relevant interest in deciding whether such party is an Agent Respondent.
- 4. The Notice of Agent Referral shall:
  - a. state the provision within the Scottish FA Football Agent Regulations in terms of which the referral is made:
  - b. briefly state the basis of the submission and a brief outline of the relevant facts and circumstances; and
  - c. specify the redress/determination which is sought.
- 5. Upon receipt of a Notice of Agent Referral, the Secretary or his nominee shall send notice (the "Secretary's Agent Dispute Notice") to the Referring Party and to each Agent Respondent, which notice shall include (a) a copy of the Notice of Agent Referral; and (b) a copy of the provisions of this Annex 1.
  - a. The Referring Party and the Agent Respondent(s) (each a "Party" and together the "Parties") shall endeavour, by agreement, to appoint an arbitrator within 14 days of the date on which the Secretary's Agent Dispute Notice is sent by the Secretary to the Parties (the "Appointment Period"). The Parties should generally appoint an arbitrator from the list of Agent Members.
  - Subject to sub-paragraph (c) which follows, if an arbitrator is not appointed by the Parties within the Appointment Period, then an arbitrator shall be appointed by the Secretary, in his sole discretion from the list of Agent Members.
  - c. In respect of a dispute in which the Scottish FA is a party (a "Scottish FA Dispute"), in such circumstances, the arbitrator shall be (1) a solicitor or advocate of not less than 10 years standing, appointed by the President of the Law Society; or (2) or a suitable person appointed by the Executive Director of the Chairman of Sports Resolutions (UK) (a trading name of Sports Dispute Resolution Panel Limited, company number 03351039, registered at 1 Salisbury Square, London EC4Y 8AE) ("Sports Resolutions"), provided that if the Parties cannot agree which of the foregoing shall be the arbitrator, any of the Parties may request in writing that the arbitrator be any of the foregoing. Where appointment is by Sports Resolutions, then Sports Resolution's Arbitration Rules, as amended by Sports Resolutions from time to time, shall apply, save that (1) all such arbitrations shall follow the full arbitration procedure; and (2) their provision regarding the seat, applicable law, and statutory regime shall be

- deleted, so that the law governing the arbitration shall be the law of Scotland and the seat of the arbitration shall be Scotland, and the Arbitration (Scotland) Act 2010 (as amended) shall apply.
- The arbitrator so appointed (the "Arbitrator") shall have jurisdiction to determine the dispute or matter referred.
- e. Insofar as a nomination fee is incurred in such appointment, the Party so requesting shall initially bear the nomination fee, but the Arbitrator shall, in his or her sole discretion, have the power to order that the nomination fee is paid or repaid by any Party.
- f. If the Arbitrator shall die, refuse to act, or become incapacitated from acting prior to making the award, a further arbitrator shall be appointed to replace him in the same manner as such original arbitrator was appointed.
- 6. With reference to Schedule 1 of the Arbitration (Scotland) Act 2010, the default rules of the Scottish Arbitration Rules shall be modified or disapplied so as to comply with the express rules of this Annex 1. Rules 22, 41, 43, 46 and 69 shall not apply.
- The Arbitrator shall have the following powers (in addition to those powers provided by the Arbitration (Scotland) Act 2010 insofar as not disapplied):
  - a. the powers provided to a Judicial Panel, and related provisions provided in the Judicial Panel Protocol, paragraphs 8.2; 8.3; 8.4; 8.5 (with the exception of 8.5.5); 8.6; 10.1.3; 10.1.4; 10.2; 10.3; 10.4; 10.5; 10.6 (except paragraph 10.6.3); 10.7; 10.8; 10.9; 10.10;
  - the powers provided to a tribunal or arbitrator in Articles 99.23; 99.24; 99.25; 99.26;
     and 99.28 of the Scottish FA Articles of Association; and
  - in the event of an inconsistency between the said Judicial Panel Protocol powers and Article 99 powers, the Judicial Panel Protocol powers shall have priority.

Unless inconsistent with the particular provisions, the provisions of Paragraphs 17.1; 17.2.1;17.2.5; 17.2.6; 17.2.7; 17.2.8; 17.3; and 17.6 of the Judicial Panel Protocol shall apply.

- 8. Upon appointment it is generally anticipated that the Arbitrator shall:
  - a. invite the Referring Party to provide such further particulars as he or she considers to be appropriate within such time as he or she considers to be appropriate;
  - b. invite the Agent Respondent(s) to respond to the submissions and evidence provided by the Referring Party within such time as he or she considers to be appropriate;
  - order a procedural conference call, preliminary hearing, or such other preliminary step, as he or she considers to be appropriate;
  - d. order further rounds of submissions and evidence by the Parties insofar as he or she considers such to be appropriate;
  - e. where he or she considers a hearing to be appropriate, to order the date and place for such hearing, and generally to follow the Guidance Notes for Principal Hearings at Annex B to the Judicial Panel Protocol; and

- f. issue his or her final determination of the matter, verbally at the end of the hearing if he or she considers it appropriate to do so, and in any event in writing following the hearing.
- The Arbitrator is not required to issue reasons unless requested by a Party or by the Scottish
  FA, in each case such request being made by not later than three working days after the
  date on which the final determination was communicated or delivered to that Party.
- The law governing the arbitration shall be the law of Scotland. The seat of arbitration shall be Scotland.
- 11. Parties will bear their own legal and other expenses. Where the Arbitrator requires payment of a fee or seeks recovery of expenses, then the Arbitrator may make an award allocating the Parties' liability for such arbitration fees and expenses. The Arbitrator may make an award allocating the Parties' liability for additional costs incurred in the arbitration (other than Parties' own costs and expenses) including but not limited to any nomination fee, the cost of accommodation, and the cost of Arbitrator appointed experts or clerks. With reference to Schedule 1 of the Arbitration (Scotland) Act 2010, the default Rules 59, 61 to 66 are amended accordingly.
- 12. None of the Arbitrator, the Arbitrator's clerk (if any), the Secretary, nor the Scottish FA shall be liable for any act or omission in connection with any arbitration conducted under this Annex 1, unless the act or omission is in bad faith. Any employee or agent of the Scottish FA is similarly protected from any such liability.
- 13. Any dispute determined under the procedure in this Annex 1 shall be final and binding on the Parties. For the avoidance of doubt, the Parties to any arbitration conducted pursuant to this Annex 1 agree to renounce their respective rights of appeal, save in respect of the mandatory provisions (or the default provisions insofar as not disapplied) of the Arbitration (Scotland) Act 2010 in respect of challenging awards.

## ANNEX 2 – EXEMPTIONS FOR TRANSACTIONS WITH A LINK TO GERMANY

#### 1. Link to Germany

- 1.1. A Transaction shall have a "Link to Germany" if:
  - a) any Football Agent Services in respect of that Transaction are performed by a natural person who is permanently resident in Germany;
  - an Agency enters into a Representation Agreement in accordance with these Regulations in respect of that Transaction and that Agency is incorporated in Germany; or
  - c) a Client that is a party to that Transaction is permanently resident in Germany.
- 1.2. A Representation Agreement shall have a "Link to Germany" if a party to that Representation Agreement is:
  - a) a natural person who is permanently resident in Germany; or
  - an Agency that is incorporated in Germany.

#### 2. Requirement to obtain FIFA Football Agent's Licence

A Football Agent that:

- a) performs Football Agent Services in respect of a Transaction that has a Link to Germany, or
- b) enters into a Representation Agreement that has a Link to Germany,

shall not be required to obtain a FIFA Football Agent's licence before doing so, and the relevant provisions of these Regulations shall be construed accordingly.

#### 3. Disapplied Regulations

The following provisions of these Regulations shall not apply in respect of: (i) a Transaction that has a Link to Germany; or (ii) a Representation Agreement that has a Link to Germany:

- regulation 6 paragraphs 8, 9 and 10;
- regulation 8 paragraphs 2, 6, 7, 8, 10, 11, 12 and 13;
- regulation 9 paragraphs 2 b), h), j) and k) and 4;
- regulation 12;
- regulation 13 paragraphs 2 and 3; and
- regulation 14 paragraphs 1 and 2.

# THE SCOTTISH FOOTBALL ASSOCIATION ANTI-DOPING REGULATIONS (2025)

#### INTRODUCTION

- 1.1 The Scottish Football Association (the "Scottish FA") is the governing body for the sport of association football within Scotland.
- 1.2 The Scottish FA believes, in respect of all aspects of association football, in the principles of natural fitness, integrity, fair play and the protection of the rights and health of participants in the sport. The Scottish FA condemns the use of doping or doping methods by participants in the sport of association football as being contrary to these fundamental principles, and recognises that clear prohibitions and controls on doping in the sport must be in place in order to preserve them. Accordingly, the Scottish FA has adopted these Regulations.
- 1.3 These Regulations are adopted pursuant to the Articles of Association of the Scottish FA and shall be effective as of 29 June 2023.

#### 2 REGULATION FRAMEWORK

- 2.1 The Scottish FA is a member of the Federation of International Football Associations ("FIFA"), the international federation for association football. FIFA has adopted anti-doping regulations that comply with the 2021 World Anti-Doping Code (the "Code") and apply to all doping-related matters over which FIFA and its associations have jurisdiction under the Code (the "FIFA Anti-Doping Regulations"). The current version of the FIFA Anti-Doping Regulations can be found on FIFA's website (and, at the time that these Regulations come into force, via this webpage: https://resources.fifa.com/image/upload/1724 -revision-of-the-fifa-anti-doping-regulations.pdf?cloudid=fiurwplbdov861cgsbdi).
- 2.2 The Scottish FA is required to adopt anti-doping regulations which are compliant with the FIFA Anti-Doping Regulations. These Regulations hereby adopt and incorporate the FIFA Anti-Doping Regulations (as amended from time to time) in their entirety, subject to the supplementary provisions set out below.
- 2.3 In addition to the capitalised terms defined in these Regulations (including but not limited to those defined in Section 4 below), the capitalised terms defined in the FIFA Anti-Doping Regulations shall apply in respect of these Regulations.
- 2.4 The Scottish FA is also a member of the Union of European Football Associations ("UEFA"), which puts in place its own anti-doping regulations from time to time (the "UEFA Anti-Doping Regulations"). Persons who are subject to these Regulations may also be subject to (and must comply with) the UEFA Anti-Doping Regulations, as and when they apply (e.g. whilst participating in any Match, Competition or other event sanctioned, or organised, by UEFA).
- 2.5 It is acknowledged that certain Persons who are subject to these Regulations may also be directly (i.e. irrespective of the existence of these Regulations) subject to the other anti-doping rules of Anti-Doping Organisations, and that the same conduct of such Persons may engage not only these Regulations but also the anti-doping rules of such other Anti-Doping Organisations. These Regulations are not intended to limit the

- responsibilities of any Person under such other anti-doping rules. The jurisdictional and other issues arising when the same conduct engages these Regulations and such other anti-doping rules shall be resolved in accordance with Code Article 7.1.
- 2.6 As the National Anti-Doping Organisation for the United Kingdom, further to Code Article 5.2.1, UK Anti-Doping ("UKAD") has anti-doping authority over certain Persons who are subject to these Regulations, independently of the FIFA Anti-Doping Regulations. Wherever UKAD has responsibility for Results Management in respect of a Person who is subject to these Regulations, whether pursuant to Code Articles 5.2.1 or 7.1 or by agreement with the Scottish FA, Articles 7, 8, and 13 of the 2021 UK Anti-Doping Rules, as amended from time to time (the "UK ADR"), shall govern the procedural aspects of the matter, and otherwise the FIFA Anti-Doping Regulations shall apply.
- 2.7 The allocation of Results Management authority in respect of any matter governed by these Regulations shall be as determined by the FIFA Anti-Doping Regulations, or as otherwise agreed between Anti-Doping Organisations. Any dispute between Anti-Doping Organisations as to which of them has Results Management authority in respect of a particular matter shall be settled by WADA in accordance with Code Article 7.1.
- 2.8 In the event of a conflict, contradiction or inconsistency between these Regulations, the FIFA Anti-Doping Regulations, the UK ADR and/or the UEFA Anti-Doping Regulations, the FIFA ADR and/or the UEFA ADR (as applicable) shall prevail.

#### 3 APPLICATION OF THESE REGULATIONS AND CORE RESPONSIBILITIES

- 3.1 These Regulations shall apply to and shall bind all Persons under the jurisdiction of the Scottish FA for whichever is the longer of a) the length of the registration/membership period; or b) 12 months from the date of registration/membership/participation, including (without limitation):
  - (a) all Players, Player Support Personnel, Officials and clubs who are members of, or registered by, (i) the Scottish FA and/or (ii) a member or affiliate organisation of the Scottish FA;
  - (b) all Players, Player Support Personnel, Officials and clubs participating in Competitions, Matches and/or other activities organised, convened, authorised or recognised by the Scottish FA and/or any of its member or affiliate organisations, wherever held: and
  - (c) any other Player, Player Support Personnel, Official, other Person or club who, by virtue of a contractual arrangement or otherwise, is subject to the jurisdiction of the Scottish FA for the purposes of anti-doping; in each case whether or not such Person is (i) a citizen of or resident in the UK, or (ii) otherwise located in the UK.
- 3.2 Without prejudice to any other responsibility, all Persons identified in Article 3.1 above accept that they will comply with these Regulations (and, in respect of investigations performed by UKAD, with Article 5.9 of the UK ADR), and, in the case of Players subject to these Regulations, such Players agree to be subject to any Testing carried out by the Scottish FA, UKAD, FIFA, UEFA, and/or any other body with competent authority to carry out Testing under these Regulations.
- 3.3 Without prejudice to Regulation 3.2 above or any other responsibility, it is the personal responsibility of each Player:

- (a) to acquaint him/herself with these Regulations and the FIFA Anti-Doping Regulations, and to ensure that each Person (including medical personnel) from whom he/she takes advice is acquainted with all the requirements of these Regulations, including (without limitation) being aware of what constitutes an antidoping rule violation and of what substances and methods are on the Prohibited List;
- (b) to comply with these Regulations in all respects at all times;
- (c) to take full responsibility for what he/she Uses;
- (d) to carry out research regarding any products or substances (including supplements) which he/she intends to Use (prior to such Use) to ensure compliance with these Regulations and such research shall, at a minimum, include a reasonable internet search of (1) the name of the product or substance, (2) the ingredients/substances listed on the product or substance label, and (3) other related information revealed through research of points (1) and (2);
- (e) to ensure that any medical treatment he/she receives does not infringe these Regulations (see also Regulation 4E Therapeutic Use Exemptions);
- (f) to make him/herself available for Testing at all times upon request whether In-Competition or Out-of-Competition (and whether by FIFA, UKAD or any other applicable Anti-Doping Organisation);
- (g) when applicable, to provide accurate and up-to-date whereabouts information for the purposes of Testing;
- (h) to disclose to the Scottish FA and UKAD any decision by a non-Signatory to the effect that the Player committed an anti-doping rule violation within the previous ten years;
- (i) to disclose the identity of their Player Support Personnel upon request to the Scottish FA, UKAD, FIFA and/or any other Anti-Doping Organisation with authority over them; and
- to cooperate fully with the Scottish FA, FIFA, UKAD, and/or any other Anti-Doping Organisation with authority over them, in their conduct of investigations into possible anti-doping rule violations.
- 3.4 Without prejudice to Regulation 3.2 above or any other responsibility, it is the personal responsibility of each Player Support Personnel:
  - (a) to acquaint him/herself with all of the provisions of these Regulations and the FIFA Anti-Doping Regulations including (without limitation) being aware of what constitutes an anti-doping rule violation and what substances and methods are on the Prohibited List:
  - (b) to comply with these Regulations in all respects at all times;
  - (c) not to Use or Possess any Prohibited Substance or Prohibited Method without valid justification. A Player Support Personnel or other Person who Uses or Possesses a Prohibited Substance or Prohibited Method without valid justification may not provide support to any Player;
  - (d) to cooperate fully with the Testing of Players;

- to use his/her influence on Player values and behaviour to foster anti-doping attitudes;
- (f) to disclose to the Scottish FA and UKAD any decision by a non-Signatory to the effect that the Player Support Personnel committed an anti-doping rule violation within the previous ten years; and
- (g) to cooperate fully with the Scottish FA, FIFA, UKAD, and/or any other Anti-Doping Organisation with authority over them, in their conduct of investigations into possible anti-doping rule violations.

#### 4 ANTI-DOPING ACTIVITIES PERFORMED BY UK ANTI-DOPING

#### 4A Introduction

4.1 In addition to the other provisions of these Regulations, this Section 4 applies in relation to the Anti-Doping Activities, Doping Control activities, and other activities performed by or on behalf of UKAD in respect of Persons who are subject to these Regulations. This Section 4 shall apply without prejudice to the rights and obligations identified elsewhere in these Regulations.

#### 4B Definitions

- 4.2 In addition to the capitalised terms defined in the FIFA Anti-Doping Regulations and otherwise in these Regulations, the following defined terms shall apply in respect of these Regulations.
  - (a) "Domestic Testing Pool": a pool of Players established by UKAD from time to time who are not in the National Registered Testing Pool but are required to provide specified whereabouts information to UKAD as it may reasonably direct, so that they can be located for purposes of Testing, and may be transferred to the National Registered Testing Pool if they fail to comply with those requirements.
  - (b) "NADP": the panel of arbitrators known as the National Anti-Doping Panel, which is administered by Sport Resolutions (UK), or any successor body.
  - (c) "NADP Rules": the rules issued by the NADP, as amended from time to time, setting out the procedures to be followed by NADP arbitral tribunals and NADP appeal tribunals in matters referred to them under these Regulations.
  - (d) "National Level Player": a Player that falls into any of the following categories:
    - (i) A Player in the National Registered Testing Pool or Domestic Testing Pool.
    - (ii) A Player in the National TUE Pool.
    - (iii) A Player supported through UK Sport's World Class Programme funding, or in direct receipt of a UK Sport or Home Country Sports Council Athlete Performance Award.
    - (iv) A Player who is in, or who in the last six (6) months has been in, a squad representing Great Britain, England, Scotland, Wales or Northern Ireland (a) at senior level; or (b) at junior levels that are published on UKAD's website.

- (v) A Player competing at an International Competition in an open senior category but who is not defined as an International-Level Player by FIFA.
- (vi) A Player who does not fall within any of the above categories but who meets objective criteria that are specific to the sport of association football in which the Player competes (e.g., based on the level of competition at which the Player competes) and are published on the Scottish FA's and/or UKAD's website.
- (e) "National Registered Testing Pool": the pool of Players established by UKAD from time to time who are required to provide whereabouts information via ADAMS and to make themselves available for Testing at such whereabouts in accordance with Article 4.8 of the International Standard for Testing and Investigations 2021 (or the equivalent article/s in any successor document).
- (f) "National TUE Pool": a pool of Players not in the National Registered Testing Pool who are required to obtain a TUE prior to Use or Possession or Administration of a Prohibited Substance or Prohibited Method.
- (g) "UKAD": the National Anti-Doping Organisation of the UK (currently UK Anti-Doping).

#### 4C Appointment of UKAD and the NADP

- 4.3 UKAD will undertake Anti-Doping Activities and Doping Control activities in respect of Persons subject to these Regulations in accordance with Regulation 2.6, above (and FIFA shall be informed of such activities, and their outcome, as appropriate). In performing such activities, UKAD shall comply with (i) the principles and procedures set out in the Code and the International Standards, as well as the Testing protocols drawn up by UKAD in accordance with the International Standard for Testing and Investigations; (ii) the FIFA Anti-Doping Regulations; (iii) (in relation to its investigations) Article 5.9 of the UK ADR, and (iv) (in relation to Results Management) Regulation 2.6, above.
- 4.4 In respect of Persons who are subject to the jurisdiction of the Scottish FA, the appointment of UKAD to perform certain activities as described in Regulation 4.3 above shall be without prejudice to any right of (a) any other Anti-Doping Organisation who may also have jurisdiction over such Persons, or (b) the Scottish FA, to itself perform such activities.
- 4.5 All samples collected as a result of Testing under these Regulations shall be the property of the Anti-Doping Organisation who had responsibility for collecting them.
- 4.6 In respect of any alleged breach of these Regulations for which UKAD has responsibility for Results Management and a hearing is required in accordance with the FIFA Anti-Doping Regulations, an arbitral panel drawn from the NADP is the body empowered to rule on the matter (including, if applicable, on any appeal of the first instance ruling), in accordance with the NADP Rules. In any event the NADP shall give written notice of the findings or outcome of the proceedings to the parties to the proceedings and all third parties entitled to such notification under the FIFA Anti-Doping Regulations.

#### 4D Testing pools

- 4.7 FIFA's decision as to which Players are International-Level Players for the purposes of these Regulations shall be final and binding.
- 4.8 UKAD shall (in consultation with the Scottish FA) be entitled to establish the National Registered Testing Pool and the Domestic Testing Pool. Any Player included in the

National Registered Testing Pool or the Domestic Testing Pool will be notified in accordance with UKAD's procedures. In respect of Players in the:

- (a) National Registered Testing Pool, such Players shall provide whereabouts information via ADAMS and make themselves available for Testing at such whereabouts in accordance with Article 4.8 of the International Standard for Testing and Investigations 2021 (or the equivalent article/s in any successor document) and otherwise shall comply with the FIFA Anti-Doping Regulations as they apply to such Players.
- (b) Domestic Testing Pool, such Players shall comply with those whereabouts requirements that UKAD notifies to them in writing. UKAD may move any such Player who fails three times in any twelve month period to comply with those requirements into the National Registered Testing Pool.
- 4.9 A Player in the Domestic Testing Pool who has retired may not resume competing in any sport covered by the Code unless:
  - (a) they have given the Scottish FA and UKAD written notice of no less than six (6) months of their intent to return to competition; and
  - (b) during that notice period they have submitted to the application of these Regulations, and provided any whereabouts information as stipulated by UKAD.

However, such a Player in the Domestic Testing Pool may apply to UKAD for an exemption from the requirements of this Regulation 4.9 where its strict application would be manifestly unfair to that Player. UKAD's decision not to grant such exemption may be appealed pursuant to Article 13 of the UK ADR.

4.10 For the avoidance of any doubt, the FIFA Anti-Doping Regulations set out separate whereabouts-related restrictions and obligations in respect of Players who are in a National Registered Testing Pool or an International Registered Testing Pool (as defined at paragraph 1.1 of Annexe C of the FIFA Anti-Doping Regulations).

#### 4E Therapeutic Use Exemptions

- 4.11 The applicable processes relating to Therapeutic Use Exemptions are set out in the FIFA Anti-Doping Regulations (and/or any other anti-doping regulations as may be applicable for example the UEFA Anti-Doping Regulations) and the International Standard for Therapeutic Use Exemptions. However, specifically in relation to Players included in the National TUE Pool, such Players:
  - (a) will be notified of their inclusion in accordance with UKAD's procedures; and
  - (b) to the extent that they are not an International-Level Player, must obtain a Therapeutic Use Exemption – in advance – for the Use, Possession or Administration of any Prohibited Substance or Prohibited Method required for therapeutic use from UKAD (in accordance with its applicable procedures).

#### 4F Notices

4.12 Each Player in the National Registered Testing Pool or Domestic Testing Pool shall provide the Scottish FA and UKAD with a proper postal address to which notices may be delivered. In the event of a change of address, it is the responsibility of the Player to provide the Scottish FA and UKAD with proper details of the new address. As between (a) UKAD and the Scottish FA, and (b) Persons who are subject to these Regulations, the provision/s of the UK ADR from time to time in force relating to how and when notices are to be sent and deemed served (being Article 17.2 of the UK ADR at the time that these Regulations come into force) shall apply.

#### 5 LIABILITY

None of the Scottish FA, UKAD, or any of their respective members, directors, officers, employees, agents, representatives and other Persons involved in the administration, enforcement, or performance of acts contemplated by these Regulations, shall be liable to any Person in any way in relation to acts done or omitted to be done in good faith in connection with such administration, enforcement or performance.

#### 6 DATA

The Scottish FA, UKAD, FIFA, UEFA and any other Anti-Doping Organisation performing activities pursuant to these Regulations may collect, store, process, and disclose personal information relating to Players and other Persons where necessary and appropriate to conduct its Anti-Doping Activities, in compliance with the Code and International Standards (including specifically the International Standard for the Protection of Privacy and Personal Information) and with applicable data protection and privacy laws.



WWW.SCOTTISHFA.CO.UK Hampden Park | Glasgow | G42 9ay

