



# JUDICIAL PANEL PROTOCOL 2017 2018

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# Part 1 : General

## 1. Introduction

- 1.1 The “Disciplinary Rules” means the rules and sanctions more particularly described at Annex A hereto and as amended from time to time.
- 1.2 The “Articles” means the Scottish FA’s Articles of Association as amended from time to time.
- 1.3 Members and Associated Persons shall comply with the Disciplinary Rules.
- 1.4 Tribunals appointed from the Judicial Panel are empowered to consider and Determine all cases brought to them arising under the Articles and this Protocol, including the Disciplinary Rules.
  - 1.4.1 Where the Articles or any other rule, regulation or agreement confer jurisdiction over a matter arising out of Association Football, including in respect of the Disciplinary Rules, on the Judicial Panel and/or any Tribunal appointed therefrom, all members and/or any body or person who is involved in Association Football in Scotland under the auspices of or pursuant to a contract with such members, including without prejudice to the foregoing generality, any recognised football body, a club, official, Team Official, Team Staff, player, match official, Players’ Intermediaries or other person under the jurisdiction of the Scottish FA (“an Associated Person”) shall be taken to have agreed that such a matter shall be heard and resolved in accordance with this Protocol and its annexes, as may be amended from time to time (“the Protocol”).
  - 1.4.2 The fact of membership of the Scottish FA shall constitute an agreement by a member that it, and/or any Associated Person, is subject to the jurisdiction of the Judicial Panel and Tribunals appointed therefrom arising from the Articles, the Protocol and in respect of the Disciplinary Rules. The agreement by an Associated Person, Congress member or any other body or person who is involved in Association Football in Scotland to observe, submit to and comply with the Articles also constitutes submission to the jurisdiction of the Scottish FA, the Judicial Panel and Tribunals appointed therefrom arising from the Articles, the Protocol and the Disciplinary Rules.
- 1.5 Subject to Article 65.6, the Protocol may be amended by the Board from time to time in order to reflect any changes in the operation of the game of Association Football, and as otherwise required to ensure that they remain fit for purpose. Any amendments shall be published on the Scottish FA’s web-site, which amendments shall confirm the date upon which such amendments shall come into effect, as well as any transitional arrangements.
- 1.6 The Protocol came into effect on 7 June 2011 (“the Effective Date”) and continues to be effective together with any amendments made in respect of Paragraph 1.5.
- 1.7 Any breach of or conduct which might have been subject to disciplinary action under the Articles and/or the Disciplinary Procedures/Rules of the Scottish FA prior to the Effective Date (“Old Rule”) shall be subject to the jurisdiction of Tribunals appointed by this Protocol, adopting the procedures contained herein, as if the Old Rule is a Disciplinary Rule contained within Annex A hereto. In such circumstances:
  - 1.7.1 should any Old Rule confer any discretion or similar right on the Board of the Scottish FA as constituted at any time when the Old Rule was in force (“the Old Board”) (or any other official, representative or organ of the Scottish FA), whether in relation to the decision to exercise any such Old Rule or for any other purpose including whether any conduct would have been justified or now justifies disciplinary action under the Old Rule, then the references in the relevant Old Rule to the Old Board (or other official, representative or organ of the Scottish FA) shall be deemed for all purposes to be references to the Tribunal and the Tribunal shall be entitled to exercise any such discretion or similar right vested in the Old Board (or any official, representative or organ of the Scottish FA) for the purposes of the relevant Old Rule and also for the purposes of this Paragraph 1.7; and
  - 1.7.2 the Tribunal may impose such sanction as it considers to be appropriate with reference to any sanctions listed in respect of the Old Rule and/or the principles set out at Paragraph 3 to Annex A hereto.

Any breach of a Disciplinary Rule subsequent to the Effective Date shall be Determined with reference to the Disciplinary Rule, and sanctions applicable to that Disciplinary Rule, as provided for in the Protocol at the time of the said breach.

- 1.8 The Secretary may, at his sole discretion, decline jurisdiction in respect of a referral of any matter to the Judicial Panel. Generally this will arise where the Secretary considers there to be a more appropriate alternative course for the Determination or other resolution of the matters referred to the Judicial Panel.
- 1.9 The law governing the Protocol shall be Scots law. The seat of proceedings in exercise of jurisdiction under the Protocol, regardless of the physical location of such proceedings, shall be in Scotland.

## **2. Founding Principles**

- 2.1 The “Founding Principles” in this Section 2 shall underlie the interpretation and application of this Protocol. In the event of a conflict between a particular provision of the Protocol and the Founding Principles, the particular provision of the Protocol will prevail.
- 2.2 Principle 1 – Economic and expeditious justice. The objective of the Protocol is to secure the Determination of disciplinary proceedings arising in respect of Association Football and that Decisions are made economically and expeditiously in a fair manner. Tribunals appointed from the Judicial Panel may impose reasonable procedural requirements on Parties to ensure that matters are dealt with economically and expeditiously.
- 2.3 Principle 2 – Decision making in a civil and footballing context. Whilst adhering to the general principles of fairness, and where appropriate, with consideration of underlying principles of law, those submitting to this Protocol acknowledge that these provisions relate to the Determination of matters arising from any breach of the Articles and/or the Disciplinary Rules, which govern the operation of Association Football in Scotland in a civil context, and that Tribunals may make appropriate Determinations in that civil and footballing context.

## **3. Interpretation and Definitions**

- 3.1 Unless otherwise indicated, when used in these procedural rules, the terms set out in Annex F hereto, shall be given the meanings provided therein.
- 3.2 References to the male gender shall be deemed to include the female gender and shall include reference to a body.
- 3.3 Unless otherwise indicated:
  - 3.3.1 References to a Section are to a section of this Protocol (for instance Section 1 or Section 19).
  - 3.3.2 References to a Paragraph are to a sub-paragraph within a Section of the Protocol (for instance Paragraph 5.1 or Paragraph 15.2.2.3).

# **Part 2 : Disciplinary Procedures**

## **4. Disciplinary Procedures**

- 4.1 Subject to the other provisions of this Protocol, the Disciplinary Procedures (as defined in the Articles) will proceed as more particularly described at Annex C (players) and Annex D (Team Staff and officials) hereto.

## **5. Compliance Officer**

- 5.1 The Scottish FA shall appoint a “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 Suspensions to players and Team Staff where provided in the Protocol and the pursuit of proceedings before Tribunals for enforcement of the Disciplinary Rules, except where enforcement is otherwise provided for in the Protocol.

- 5.2 References in this Protocol to the Compliance Officer include his nominee.
- 5.3 The Compliance Officer may represent the Scottish FA as a Party in proceedings arising in respect of his functions.
- 5.4 The Compliance Officer may carry out such activities as are necessary for the exercise of his function.
- 5.5 All participants in Association Football in Scotland submitting to the Articles and Disciplinary Rules shall co-operate with any investigation by the Compliance Officer in respect of the Disciplinary Rules and/or the Protocol and shall provide such reasonable information to the Compliance Officer as the Compliance Officer may request.
  - 5.5.1 Any Party shall respond to any request or correspondence from the Compliance Officer to enable the Compliance Officer to exercise his functions, including in the reference of a Complaint to the Judicial Panel.
  - 5.5.2 Any failure by a Party to respond to requests or correspondence received from the Compliance Officer may result in a sanction by a Tribunal, as provided in the Disciplinary Rules and the Articles.
- 5.6 Where the Compliance Officer raises a Notice of Complaint he shall state within that Notice of Complaint:
  - 5.6.1 The date upon which the Principal Hearing will be heard.
  - 5.6.2 The place where the Principal Hearing will be heard.
- 5.7 Subject to the terms of Paragraph 9.6, below, the Compliance Officer may seek permission from the Tribunal to delete from and/or amend any words or phrases from the terms of the Notice of Complaint at any time prior to the Tribunal issuing its Determination at the Principal Hearing.

## **PART 3 : THE JUDICIAL PANEL AND TRIBUNALS**

### **6. The Judicial Panel**

- 6.1 Establishment and purpose of the Judicial Panel
  - 6.1.1 Pursuant to the Articles, the Board has established the Judicial Panel from which individuals ("Panel Members") shall be appointed to sit on Tribunals to Determine matters arising from any alleged breach of the Disciplinary Rules and certain appeals processes under the jurisdiction of the Scottish FA.
  - 6.1.2 The Board may take such steps in respect of the appointment and operation of the Judicial Panel as it considers, in its sole discretion, to be appropriate, including in respect of appointment, cessation of appointment, and terms of appointment. Reference is made to the Judicial Panel Terms of Reference.
- 6.2 Judicial Panel Secretary and Tribunal Secretary(s)
  - 6.2.1 The Secretary shall appoint a Judicial Panel Secretary to administer the Judicial Panel, and to administer the appointment of Tribunals.
  - 6.2.2 The Secretary shall appoint one or more Tribunal Secretary(s) to assist Tribunals in the administration of the process.
  - 6.2.3 A person may be both the Judicial Panel Secretary and a Tribunal Secretary.

### **7. Appointment of Tribunals**

- 7.1 General

- 7.1.1 A "Tribunal" shall mean a tribunal appointed from the Judicial Panel for the purpose of considering and determining a particular Case(s) referred to it. A Tribunal may be:
  - 7.1.1.1 A "Disciplinary Tribunal" appointed for the consideration and Determination of Cases under Section 12;
  - 7.1.1.2 A "Fast Track Tribunal" appointed for the consideration and Determination of Cases under Section 13;
  - 7.1.1.3 An "Appellate Tribunal" appointed for the consideration and Determination of Cases under Sections 14 and/or 15;
  - 7.1.1.4 A Suspension Tribunal appointed for the consideration and Determination of Cases under Paragraph 14.10;
  - 7.1.1.5 Any other type of Tribunal provided for within the Protocol but not specifically set out above.
- 7.1.2 A single Tribunal may be appointed to consider and Determine more than one Case and may provide for such procedure in respect of each separate Case as it considers appropriate.
- 7.2 Method of appointment of Tribunals
  - 7.2.1 Subject to Paragraph 7.2.3, Tribunals shall be appointed from the Judicial Panel by the Secretary or his nominee.
  - 7.2.2 Subject to Paragraph 7.2.3, the Secretary or his nominee may take such steps in respect of the appointment of Tribunals as he considers, in his sole discretion, to be appropriate. Reference is made to the Protocol for Tribunal Appointments.
  - 7.2.3 In respect of appeals by players or clubs in relation to contractual disputes between players and clubs pursuant to Paragraph 14.4 in relation to an appeal of a Decision by a recognised football body.:
    - 7.2.3.1 The Appellate Tribunal shall consist of three Panel Members. Each of the club and the player who are the parties to the Appellate Tribunal shall nominate an individual from the Player v Club Appellate Tribunal List and the two Panel Members so appointed shall appoint a third Panel Member from the list of Panel Members maintained by the Judicial Panel Secretary. Said third Panel Member shall be or has been a solicitor or advocate of not less than ten years' standing and shall act as Chairman to the Appellate Tribunal.
    - 7.2.3.2 If either the club or the player fails to nominate an individual from the Player v Club Appellate Tribunal List within 5 Working Days of being requested to do so by the Judicial Panel Secretary, then the Judicial Panel Secretary shall be entitled to nominate an individual from the Player v Club Appellate Tribunal List on their behalf.
    - 7.2.3.3 If the nominated Tribunal Members fail to agree upon the appointment of the Chairman within 5 Working Days of the appointment of the second Panel Member, then the Chairman shall be appointed by the Judicial Panel Secretary.
- 7.3 A Tribunal appointed in terms of the Protocol is appointed in respect of the Scottish FA's own independent Disciplinary Procedures as set out in this Protocol. For the avoidance of doubt, it is not an arbitral tribunal in terms of the Arbitration (Scotland) Act 2010 or otherwise.

## 8. Jurisdiction and Powers

- 8.1 Power of Tribunal to consider and Determine disciplinary and regulatory matters
  - 8.1.1 A Tribunal may consider and Determine any alleged breach of the Disciplinary Rules and/or the Articles and may impose such sanction(s) or other Determination as are provided for in respect of such Disciplinary Rules, or as may otherwise be appropriate in the circumstances.

8.2 Power of Tribunal to rule on its own powers and to deal with objections in respect of jurisdiction and powers

8.2.1 The Tribunal may rule on:

- 8.2.1.1 Whether the Tribunal is properly constituted;
- 8.2.1.2 Whether the Tribunal has jurisdiction to Determine the Case(s) referred to it;
- 8.2.1.3 The precise nature of the Case(s) referred to it;
- 8.2.1.4 The extent of its powers.

8.3 General powers

8.3.1 The Tribunal may, subject to the provisions of Paragraphs 18 and 19, adopt such procedures as it considers appropriate for the Determination of the matter before it and, in the exercise of its general procedural discretion, it may amongst other things:

- 8.3.1.1 Decide when and where proceedings are to be conducted;
- 8.3.1.2 Decide whether the Party(s) are to submit written submissions and, if so, when they should do so and the extent to which such submissions may be amended;
- 8.3.1.3 Order for any hearing to take the form of an oral hearing, or may be conducted by telephone conference, video conference, or other electronic media;
- 8.3.1.4 Decide upon the admissibility, relevance, materiality and weight of any evidence;
- 8.3.1.5 Decide whether any documents or other evidence should be disclosed by or to any Party(s) and, if so, when such disclosures are to be made and to whom copies of the disclosed documents and information are to be given;
- 8.3.1.6 Decide whether any and, if so, what questions are to be put to and answered by the Party(s);
- 8.3.1.7 Decide whether and, if so, to what extent, the Tribunal should take the initiative in ascertaining the facts and the law;
- 8.3.1.8 Hear representations from any person or body, if it considers it to be appropriate to do so;
- 8.3.1.9 Hear submissions and evidence and/or proceed to its Determination in the absence of a Party where it is content that such Party has had fair notice of proceedings or any particular element of such proceedings;
- 8.3.1.10 Decide the extent to which proceedings are to proceed by way of:
  - (i) hearings for the questioning of the Party(s);
  - (ii) written or oral argument;
  - (iii) presentation or inspection of documents or other evidence; and
  - (iv) submission of documents or other evidence;
- 8.3.1.11 Decide upon an extension or abridgement of any time limit;
- 8.3.1.12 Amend or dispense with any procedural steps set out in the Protocol; and/or
- 8.3.1.13 Decide upon the language to be used in proceedings (and whether a Party(s) are to supply translations of any document or other evidence).

- 8.3.2 Where a matter arises that is not otherwise provided for in the Protocol, the Tribunal shall have the discretion to resolve the matter as it sees fit, provided that such resolution does not materially undermine the reliability of the proceedings or otherwise cause material injustice to the Parties. A Tribunal may, where it considers it to be appropriate to do so, in the interests of justice, depart from express procedural provisions within this Protocol. Where a Tribunal departs from express provisions of this Protocol, such shall not invalidate the proceedings. In the event of any discrepancy in the cross-referencing of provisions, a Tribunal may disregard such discrepancy and give effect to the appropriate provision.
- 8.4 Power to appoint clerk, experts etc.
- 8.4.1 In exceptional cases, in addition to the Tribunal Secretary, a Tribunal may, subject to the prior consent of the Secretary in respect of cost, appoint an additional clerk (and such other agents, employees or other persons as it thinks fit) to assist it in conducting proceedings.
- 8.4.2 In exceptional cases and subject to the prior consent of the Secretary in respect of cost, the Tribunal may obtain assistance from an expert to provide his opinion on any matter(s) arising from proceedings. In such cases, the Parties should be given a reasonable opportunity:
- 8.4.2.1 To make representations on any written expert opinion; and
- 8.4.2.2 To hear any oral expert opinion if the expert's evidence is given orally, and to ask questions of and/or to cross-examine the expert giving it.
- 8.4.3 Where an appointment is made under this Paragraph 8.4, the Secretary may, as a condition to his consent, require that any Party(s) who has requested that the Tribunal appoint an expert, or who has failed to provide evidence thereby necessitating the appointment of an expert, undertake to meet the costs of such appointment.
- 8.5 General Powers in respect of evidence
- 8.5.1 All Parties must take all reasonable measures to assist the Tribunal in the collection of evidence. Where the Tribunal Directs the production of evidence from any Party, that Party shall (subject to considerations of legal privilege) be under an obligation to provide it.
- 8.5.2 The Tribunal shall be entitled to call upon, receive and consider such evidence as it thinks appropriate (including evidence in writing; audio/visual; and/or photograph(s)) including expert evidence in any form (including opinion) and from any source and on any topic, including law, save as expressly provided in this Protocol.
- 8.5.3 If audio/visual evidence is available, it should be viewed/heard in such manner as the Tribunal considers to be appropriate.
- 8.5.4 The Tribunal may Direct a Party:
- 8.5.4.1 To allow the Tribunal or another Party:
- (i) To inspect, photograph, preserve or take custody of any property or other evidence which that Party owns, possesses or is under their control or influence, which is relevant to proceedings (or as to which any question arises in proceedings); and/or
- (ii) To take samples from, or conduct an experiment on, any such property or evidence.
- 8.5.4.2 To preserve, or order such steps as it considers appropriate to ensure the preservation of, any document or other evidence which the Party possesses or controls.
- 8.5.5 Where any breach of the Disciplinary Rule(s) may have occurred at a match is concerned, the Tribunal, or the Scottish FA, may request that a member and/or any Associated Person deliver or procure the delivery of video, DVD evidence and/or other electronically recorded evidence ("Electronic Evidence") to it to assist it or the Parties in investigations or the Tribunal's



consideration of the Case(s). For the avoidance of doubt, such delivery may be effected by email, where email delivery is effective in transmitting the Electronic Evidence to the Tribunal and/or the Scottish FA. Members and/or Associated Persons must deliver such Electronic Evidence to the Tribunal or the Scottish FA as soon as reasonably practicable and in any event by no later than 12 noon on the next Working Day following the Tribunal's or the Scottish FA's request. A Tribunal shall have the power to Determine that a member and/or any Associated Person is in breach of this Paragraph 8.5.5 and to impose such sanction as is provided for in the Disciplinary Rules.

- 8.5.6 All participants in Association Football in Scotland submitting to the Articles and Disciplinary Rules shall deliver any such evidence as is reasonably requested by a Tribunal and/or the Scottish FA to them within such time as is reasonably requested. A Tribunal shall have the power to Determine that a Party and/or such participant is in breach of this Paragraph 8.5.6 (and may in the exercise of that power consider whether it is satisfied that the failure to comply was a result of exceptional circumstances) and may impose such sanction in respect of such breach as is provided in the Disciplinary Rules.
- 8.5.7 Tribunals appointed from the Judicial Panel are authorised to compel any member and/or Associated Person and/or Intermediary to appear before it as a witness and/or to assist the Tribunal in its enquiries. A Tribunal shall have the power to Determine that a member and/or Associated Person is in breach of this Paragraph 8.5.7 (and may in the exercise of that power consider whether it is satisfied that the failure to comply was a result of exceptional circumstances) and may impose such sanction in respect of such breach as is provided in the Disciplinary Rules.
- 8.5.8 Where for whatever reason, evidence to which the Tribunal is entitled, is not provided to the Tribunal, or is provided late, this shall not prevent the Tribunal from proceeding at its sole discretion, and making such orders and Determination as it considers appropriate.
- 8.5.9 The Tribunal shall be empowered to take the evidence of any witness in any form it considers to be appropriate.

## 8.6 Miscellaneous

- 8.6.1 The cessation of a Tribunal member's appointment to the Judicial Panel shall not in itself invalidate a Determination or Decision made by a Tribunal.
- 8.6.2 Subject to the terms of this paragraph 8.6, a Tribunal shall consist of three Panel Members. However, a Tribunal may continue as a Tribunal of two or one Panel Member(s) if a Panel Member or two Panel Members cease(s) to be a member of a Tribunal before or during its proceedings.
- 8.6.3 A Disciplinary Tribunal consisting of a single Panel Member may be appointed for the consideration and Determination of Cases under Section 12, and Compliance Officer Referrals to Fast Track Proceedings under Section 13. Such an appointment may only be made where:
  - 8.6.3.1 Notification has been provided to the Compliance Officer or the Judicial Panel Secretary that the Notice of Complaint will be admitted and
  - 8.6.3.2 Both the Compliance Officer and the Party allegedly in breach confirm to the Judicial Panel Secretary that they are content for the Disciplinary Tribunal to consist of a single Panel Member.
- 8.6.4 A Disciplinary Tribunal consisting of a single Panel Member may be appointed for the consideration and Determination Player or Club Referrals to Fast Track Proceedings under Section 13. Such an appointment may only be made where:
  - 8.6.4.1 Notification has been provided by the Compliance Officer to the Judicial Panel Secretary that the player or Club Referral will not be opposed; and

- 8.6.4.2 Both the Compliance Officer and the Party allegedly in breach confirm to the Judicial Panel Secretary that they are content for the Disciplinary Tribunal to consist of a single Panel Member.
- 8.6.5 A Tribunal consisting of a single legally qualified person, who is 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), may be appointed by the Judicial Panel Secretary for the consideration and Determination of representations made under Paragraph 14.10 opposing the suspension of a Determination pending appeal.
- 8.6.6 Where three Panel Members preside on a Tribunal, a Decision or Determination of said Tribunal may be made by a majority or unanimous verdict of the Panel Members.
- 8.6.7 Where one or two Panel Member(s) preside on a Tribunal, a Decision or Determination of said Tribunal must be made by a unanimous verdict of the Panel Member(s).
- 8.6.8 The fact that an Alleged Party in Breach is liable to face or has pending any other criminal, civil or Disciplinary Procedures in relation to the same matter shall not prevent or fetter the Scottish FA, the Judicial Panel or its Tribunals from conducting proceedings.
- 8.6.9 Where the subject matter of a Case or other matter has been the subject of previous civil or criminal proceedings, the result of such proceedings and the facts and matters upon which such result is based, shall be presumed to be correct and the facts presumed to be true unless it is shown, by clear and convincing evidence, that this is not the case.

## **PART 4 : TRIBUNALS PROCEEDINGS**

### **9. Notice of Complaint**

- 9.1 The Compliance Officer shall commence proceedings for Determination of an alleged breach of the Disciplinary Rules by delivery of a Notice of Complaint to the Alleged Party in Breach and to the Judicial Panel Secretary.
- 9.2 Where the Alleged Party in Breach is (i) a player, (ii) a member of Team Staff, (iii) an official or (iv) otherwise employed by or associated with a club, a Notice of Complaint may be delivered by the Compliance Officer directly to that club and such notice shall be deemed to have been delivered to the Alleged Party in Breach where delivered to his club.
  - 9.2.1 If the Compliance Officer delivers a Notice of Complaint to an Alleged Party in Breach via their club, the club shall have a duty to deliver immediately such notice to the Alleged Party in Breach.
  - 9.2.2 A Tribunal shall have the power to Determine that a club is in breach of Paragraph 9.2.1 and may impose such sanction as is provided for in the Disciplinary Rules in respect of any such breach.
- 9.3 The Notice of Complaint should:
  - 9.3.1 State the date upon which the Principal Hearing will take place;
  - 9.3.2 State the location where the Principal Hearing will take place.
- 9.4 The Notice of Complaint shall:
  - 9.4.1 State the Rule(s) which have been allegedly breached;
  - 9.4.2 Where appropriate, state whether the circumstances and/or the Rule(s) give rise to Determination of the matter by way of First Instance Proceedings or Fast Track Proceedings;
  - 9.4.3 State a summary of the general factual circumstances giving rise to the alleged breach which will generally include:

- 9.4.3.1 The date and place of the incident giving rise to the alleged breach;
- 9.4.3.2 The name of the person or body against whom the Complaint is made and, where appropriate, the club and/or team he was representing at the time of the alleged breach;
- 9.4.3.3 Where appropriate, the name of the opposing team;
- 9.4.3.4 Where appropriate, the name of any match officials involved;
- 9.4.5 Provide a web-link to a copy of this Protocol including its annexes; and
- 9.4.6 Provide copies of documents or other material referred to in the Complaint, where available and where the Compliance Officer considers it to be appropriate to do so.
- 9.5 Where a Complaint arises in consequence of a match official's report(s) (including an Excessive Misconduct Report), and that report is not submitted in accordance with Annex C hereto, the Compliance Officer may contact the match official(s) in order for the Compliance Officer to carry out his own investigations and Decide whether such a Notice of Complaint should be served on the Alleged Party in Breach. A Notice of Complaint may be initiated by the Compliance Officer in respect of an incident which would generally be the subject of a match official(s) report, by the service of a Notice of Complaint, even though a match official has not reported the incident within the timescale provided for.
- 9.6 With reference to Paragraph 5.7, above, the Tribunal may permit the Compliance Officer to delete from and/or amend any words or phrases from the terms of the Notice of Complaint at any time prior to the Tribunal issuing its Determination, at the Principal Hearing. The Compliance Officer will however not be permitted to amend the Disciplinary Rule and/or Article that he has specified as having been breached. In addition the Tribunal shall only permit deletion from and/or amendment of any words or phrases from the terms of the Notice of Complaint where it is satisfied that it is fair and reasonable for such amendment/deletion to take place.

## 10. General Procedural Rules

### 10.1 Representation

- 10.1.1 Subject to the express terms of this Protocol, an Alleged Party in Breach, a Party who has admitted a breach, an Appellant or a player making a Player Reference may participate, lodge submissions, make representations and shall be admitted to any hearing in proceedings relating to the alleged breach, appeal or Player Reference.
- 10.1.2 The Compliance Officer may participate, lodge submissions, make representations and shall be admitted to any hearing in proceedings.
- 10.1.3 Subject to Paragraph 10.1.4:
  - 10.1.3.1 Any Party may be represented in proceedings by a single legal representative or any other person, who may speak on his behalf;
  - 10.1.3.2 Any Party and his representative may be accompanied by other persons, who may not speak on his behalf, up to a maximum of two;
  - 10.1.3.3 Where an Alleged Party in Breach has not reached the age of 18, he shall be entitled to be accompanied by one or more of his parents, guardian, or other representative in addition to his general right of representation under this Paragraph 10.1.
- 10.1.4 An Alleged Party in Breach must notify the Tribunal and all other Parties of his intention to be represented and/or accompanied by the specified persons who will represent and/or accompany him during the proceedings by not later than five Working Days following the Date of Commencement (or in the case of Fast Track Proceedings, by not later than 24 hours prior to any hearing). The Tribunal may refuse to allow a Party to be represented by any person not so notified.

## 10.2 Location and Date of Proceedings

- 10.2.1 All hearings in a case shall generally be conducted at Hampden Park, Glasgow, G42 9AY, however the Tribunal may Decide that a hearing be conducted at another location.
- 10.2.2 Subject to Paragraph 10.2.7, below where the Compliance Officer raises a Notice of Complaint he shall state the date, and/or location upon which the Principal Hearing will take place. However, the Tribunal once appointed to a case, may Decide of its own accord that the Principal Hearing shall take place on another date, and/or another location.
- 10.2.3 The Tribunal may Decide, of its own accord, that the date, and/or location for any other hearing in a case take place upon a date and/or location other than that which had previously been assigned for it.
- 10.2.4 Parties to a case may make a written application to the Judicial Panel Secretary requesting that a date and/or location for a Principal Hearing or any other hearing in a case be changed. Where such an application is received, the Judicial Panel Secretary shall:
- 10.2.4.1 Provide all other parties to the case with an opportunity to make a written submission upon the application. The Judicial Panel Secretary may set down a time limit within which any submissions must be made.
  - 10.2.4.2 Request that the Tribunal appointed to the case consider the application; and/or
  - 10.2.4.3 Where a Tribunal has not yet been appointed to the case request that a Tribunal which has been appointed to other cases consider the application.
- 10.2.5 A Tribunal which has been requested to consider a written application that the date for a Principal Hearing or any other hearing in a case may be changed, may:
- 10.2.5.1 Order that a hearing take place for the purpose of deciding whether the application should be granted;
  - 10.2.5.2 Decide upon the application based upon written submission only; and/or
  - 10.2.5.3 Make any Decision it considers necessary in terms of extending or abridging time limits in the case.
- 10.2.6 In accordance with Paragraph 13.5.5.1, below a Principal Hearing in respect of a case falling under Fast Track Proceedings shall take place at the first available hearing date following the 3rd Working Day following the match to which the case relates.
- 10.2.7 The Tribunal shall Decide the time at which a hearing commences. The Tribunal may ask that the Tribunal Secretary carries out that function on its behalf.

## 10.3 The Chairman of the Tribunal

- 10.3.1 The Chairman's responsibilities shall include:
- 10.3.1.1 Identifying, generally with the agreement of the other Tribunal Members, the procedure to be adopted during the proceedings;
  - 10.3.1.2 Undertaking the functions set out in the Protocol;
  - 10.3.1.3 Providing direction to the deliberations by the Tribunal; and
  - 10.3.1.4 Putting himself into a position such that he is able to articulate the reasons for a Determination.
  - 10.3.1.5 The Chairman shall be entitled to act on behalf of the Tribunal in determining that a Preliminary Hearing be convened.

- 10.3.1.6 The Chairman shall be entitled to act on behalf of a Tribunal which has been asked to decide upon an application made in terms of Paragraph 10.2, above that the date time and/or location for a Principal Hearing or any other hearing in a case be changed.

#### 10.4 Preliminary Hearings

- 10.4.1 The Tribunal, upon its own Determination or having granted a written request by either Party, may convene a Preliminary Hearing with the Parties and/or their representatives to deal with any competent business including jurisdictional issues or objections, or procedural issues.

#### 10.5 Directions issued by Tribunals

- 10.5.1 A Tribunal may give such Directions to the Parties as it considers to be appropriate for the purposes of conducting the proceedings, including time limits for compliance with such Directions. A Party must comply with such Direction by such time as the Tribunal specifies.

- 10.5.2 Where a Party fails to comply with any Direction, the Tribunal may:

- 10.5.2.1 Decide that the Party is not entitled to rely on any allegation or material which was the subject matter of the Direction;
- 10.5.2.2 Decide to draw such inferences from the non compliance as it considers to be appropriate and reasonable, including adverse inferences;
- 10.5.2.3 Decide to continue with the proceedings and make its Determination;
- 10.5.2.4 Make such Decision or Determination (including an award of expenses) as it considers appropriate in consequence of the non compliance;

- 10.5.3 A Tribunal shall have the power to Determine that a Party is in breach of its Direction(s) (and may in the exercise of that power consider whether it is satisfied that the failure to comply was a result of exceptional circumstances) and may impose such sanction in respect of such breach as is provided in the Disciplinary Rules.

#### 10.6 Loss of right to object

- 10.6.1 A Party who participates in proceedings without making a timeous objection on the ground:

- 10.6.1.1 That a Tribunal Member is ineligible to act as a Tribunal Member;
- 10.6.1.2 That a Tribunal or Tribunal Member is not impartial and independent;
- 10.6.1.3 That a Tribunal or Tribunal Member has not treated the Party(s) fairly;
- 10.6.1.4 That a Tribunal does not have jurisdiction;
- 10.6.1.5 That a Tribunal has not been conducted in accordance with the Protocol or other relevant Rules; or
- 10.6.1.6 That a Tribunal has been affected by any other serious irregularity; cannot raise an objection later, before the Tribunal or the courts.

- 10.6.2 Subject to paragraph 10.6.3, below, an objection is timeous if it is made:

- 10.6.2.1 As soon as reasonably practicable after the circumstances giving rise to the ground of objection first arose;
- 10.6.2.2 By any reasonable date provided by the Tribunal for making any such objection; or
- 10.6.2.3 Where the Tribunal considers that circumstances justify a later objection, by such later date as it may allow.

10.6.3 In the case of Fast Track Proceedings an objection is timeous only if made as soon as reasonably practicable and in any case by 5pm on the next Working Day after such circumstances first arose giving rise to the ground of objection; by any reasonable date provided by the Tribunal for the making of any such objection; or where the Tribunal considers that circumstances justify a later objection, by such later date as it may allow.

10.6.4 This Paragraph 10.6 does not allow a Party to raise an objection which it is otherwise barred from raising.

10.6.5 If the Tribunal upholds any objection arising from the operation of this Paragraph 10.6, it should:

10.6.5.1 End the proceedings in so far as they relate to a Case(s) over which the Tribunal has ruled that it does not have jurisdiction (in which case it shall remain open for a Party to recommence proceedings in respect of the same subject matter, and under the provisions of this Protocol, again); or

10.6.5.2 Where the objection relates to its general powers, take such appropriate action to avoid the Tribunal acting outwith its powers.

10.6.6 The Tribunal may:

10.6.6.1 Rule on an objection independently from dealing with the subject matter of proceedings; or

10.6.6.2 Delay ruling on an objection until it makes its Determination of the merits of the Case(s) (and include its ruling in its Determination).

## 10.7 Form of objection

10.7.1 Any Party having a competent objection to the appointment(s) of any member of a Disciplinary Tribunal, a Fast Track Tribunal and/or a Suspension Tribunal, must communicate its objection(s) to the Disciplinary Tribunal, the Fast Track Tribunal and/or the Suspension Tribunal (as appropriate) in accordance with the timescales set out in Paragraphs 10.6.2 and 10.6.3. An objection is only competent if:

10.7.1.1 It is made on the ground that the Disciplinary Tribunal, the Fast Track Tribunal and/or the Suspension Tribunal (as appropriate) member is not impartial and independent;

10.7.1.2 It states the facts on which the objection is based;

10.7.1.3 It is made within the appropriate timescale; and

10.7.1.4 Notice is also given to all other Parties of the objection.

10.7.2 The Disciplinary Tribunal, the Fast Track Tribunal and/or the Suspension Tribunal (as appropriate) and, where appropriate, under exclusion of the member objected to, shall rule on the legitimacy of any such objection and its Decision shall be final. The Disciplinary Tribunal, the Fast Track Tribunal and/or the Suspension Tribunal may consider the matter itself, or may order a Preliminary Hearing for the purpose. The Disciplinary Tribunal, the Fast Track Tribunal and/or the Suspension Tribunal may confirm or revoke the appointment of the member.

10.7.3 The failure to raise an objection to the Disciplinary Tribunal, the Fast Track Tribunal and/or the Suspension Tribunal (as appropriate) member's participation in the proceedings within the timescales provided for within the Protocol, shall be an acceptance of the Disciplinary Tribunal, the Fast Track Tribunal and/or the Suspension Tribunal's impartiality and independence to deal with the Case.

## 10.8 Tribunal's deliberations in general

10.8.1 The Tribunal's deliberations should be undertaken in private and accordingly shall not be disclosed to the Parties.

- 10.8.2 Where the Tribunal is unable to make a Decision or a Determination unanimously, then a Decision or Determination may be made by the majority of the Tribunal Members subject to paragraph 8.6.7 above.
- 10.8.3 Whilst it is anticipated that Tribunals will generally make a single Determination of the Case(s) referred to it, the Tribunal may, if it considers it to be appropriate, make more than one Determination at different times on different aspects of the Case to be Determined. A "Part Determination" is a Determination which Determines some (but not all) of the Case which the Tribunal is to Determine in the proceedings. A Part Determination should specify the matters to which it relates.
- 10.8.4 A Tribunal may make a Determination that a breach of the Disciplinary Rules and/or the Articles has occurred but delete any words or phrases from the Notice of Complaint which it Determines has not been established. The Tribunal may only do so provided that the remaining provisions of the Notice of Complaint, following those deletions, still constitute a breach of the Disciplinary Rules and/or the Articles.
- 10.9 Issuing of information arising from proceedings
- 10.9.1 Subject to any obligation imposed by law, the Scottish FA and its officers will not be obliged to release any information to Parties arising from proceedings, except as expressly provided in this Protocol.
- 10.10 Treatment of evidence
- 10.10.1 The standard of proof in all questions for Determination by Tribunals shall be proof on the balance of probabilities.
- 10.10.2 At all times that means that before it can reach a Determination that a Disciplinary Rule has been breached a Tribunal must be satisfied that it is more likely than not, in all of the circumstances of the Case, that the Party who is the subject of the Notice of Complaint committed the Rule breach alleged.
- 10.10.3 Where there are competing accounts, before it can reach a Determination that a Disciplinary Rule has been breached a Tribunal must be satisfied that:
- 10.10.3.1 The evidential account presented by the Compliance Officer is the evidential account that is deemed to be the account more likely to have occurred; and
- 10.10.3.2 It is more likely than not in all of the circumstances of the Case that the Party who is the subject of the Notice of Complaint committed the Rule breach alleged.
- 10.10.4 At all times in Player or Club References to Fast Track Proceedings, before it can reach a Determination that the reference should be upheld, a Tribunal must be satisfied that it is more likely than not, in all of the circumstances of the Case, that an obvious refereeing error has occurred ; and
- 10.10.5 Where there are competing accounts, before it can reach a Determination that a Player or Club Reference to Fast Track Proceedings should be upheld, a Tribunal must be satisfied that:
- 10.10.5.1 The evidential account presented by the Appellant is the evidential account that is deemed to be the account more likely to have occurred and
- 10.10.5.2 It is more likely than not in all of the circumstances of the Case that an obvious refereeing error occurred.
- 10.10.6 The Tribunal shall not be bound by judicial rules governing the admissibility of evidence. The Tribunal may establish the facts by any means it considers to be appropriate, including admissions and by its own interpretation of evidential material, such as electronic recordings.



- 10.10.7 Evidence from any witness relied upon by any Party may be considered by the Tribunal in such form that it considers to be appropriate.
- 10.10.8 Where facts which the Tribunal considers to be material, are disputed, the Tribunal may generally provide for cross examination. However it is recognised and accepted that the Tribunal will operate less formally than a court of law, and a Tribunal may Decide to allow such alternative procedure, to enable the testing of evidence, as it considers to be appropriate.
- 10.11 Correcting an award
- 10.11.1 The Tribunal may correct a Determination, so as to:
- 10.11.1.1 Correct a clerical, typographical or other error in the Determination arising by virtue of accident or omission; or
  - 10.11.1.2 Clarify or remove any ambiguity in the Determination.
- 10.11.2 The Tribunal may make such correction:
- 10.11.2.1 On its own initiative; or
  - 10.11.2.2 On an application by any Party.
- 10.11.3 A Party making an application under Paragraph 10.11.2.2 must send a copy of the application to the other Party(s) at the same time as the application is made. Such an application is only valid if made within ten Working Days of the communication or delivery of the Determination concerned.
- 10.11.4 A correction or clarification may only be made under this Paragraph 10.11 where it is made within ten Working Days of the communication or delivery of the Determination being made.
- 10.11.5 The Tribunal should, before deciding whether to correct an award, give each Party a reasonable opportunity to make representations about the proposed correction.
- 10.11.6 A corrected Determination is to be treated as if it was made in its corrected form on the day on which the Determination was made.
- 10.12 Final and binding
- 10.12.1 A Tribunal's Determination may only be challenged by an appeal as set out in this Protocol. Such appeals shall be conducted in accordance with this Protocol. Subject thereto, the Determination shall be the full, final and complete Determination of the Case(s) and will be final and binding on the Parties and there shall be no further right of challenge in respect of Determinations of Tribunals.
- 10.12.2 Subject to any applicable rights of appeal, the Determination shall be complied with by Members and Associated Persons. A Tribunal shall have the power to Determine that a person or body is in breach of this Paragraph 10.12.2 and may impose such sanction as is provided for in the Disciplinary Rules in respect of any such breach.
- 10.12.3 Without limitation to the authority of the Tribunal to regulate its own procedure, where at any time in the course of any proceedings, there has been a breach of procedure, a breach of the rules of natural justice, or a failure to follow any Direction given, this shall not invalidate the proceedings or a Determination unless the breach has been such as to seriously and irretrievably prejudice the position of the Alleged Party in Breach.
- 10.12.4 Where there has been a breach of procedure, a breach of the rules of natural justice, or a failure to follow any Direction given, this shall not invalidate the proceedings or a Determination where a Party has either failed to exercise a right of appeal which, had it been exercised, may have purged any unfairness or other breach of the rules of natural justice or has exercised a right of appeal which has purged any unfairness or other breach of the rules of natural justice.



## 11. Sanctions

- 11.1 Subject to Paragraph 11.1A and to Paragraph 3 of Annex A, the Disciplinary Rules provide a Scale of Sanctions to be imposed in respect of breaches of those Rules, and the Maximum limit of such sanctions.
- 11.1A Where an alleged breach of any of Disciplinary Rules 8, 9, 11 or 15 of Annex A would, if established, be the first such breach of those said Rules by the Alleged Party in Breach, within the Season in which the alleged breach has occurred and the two immediately preceding Seasons, and, in the absence of any evidence indicating an unfair advantage or dishonest or underhand practice, then the Compliance Officer may issue a warning letter to the said Alleged Party in Breach drawing their attention to the alleged breach and indicating that any subsequent alleged breaches may result in the issuing of Notices of Complaint.
- 11.2 When issuing a Determination, the Tribunal may apply such number or combination of sanctions as specified in the Disciplinary Rules or this Protocol, and specify such time limit for compliance with each sanction as it considers appropriate.
- 11.3 A Tribunal shall be entitled to defer and/or suspend the effect of any sanction or disposal for such period and on such conditions as it considers appropriate. The Tribunal may: either (1) suspend/defer the whole period of suspension; or (2) suspend/defer part of the period of suspension, in which case the element of the sanction suspended/deferred must not be greater than the length of the immediately imposed element of the said sanction.
- 11.4 Where the Tribunal has discretion in its Determination of the appropriate sanction(s) in respect of a breach of the Disciplinary Rules, the Tribunal should generally:
  - 11.4.1 Consider the appropriate description of the established breach, with reference to the particular Disciplinary Rule(s);
  - 11.4.2 Consider whether the breach was committed either (i) intentionally, with deliberate action; and/or (ii) recklessly, where the Party's actions were not intentional, but were careless; and/or (iii) whether the risk of committing an act of breach was or should have been apparent;
  - 11.4.3 Consider all issues directly relating to the incident, including:
    - 11.4.3.1 The nature of the actions and the manner in which the breach occurred and how;
    - 11.4.3.2 The existence of provocation and whether the Party acted in retaliation and/or self-defence;
    - 11.4.3.3 The effect of the Party's actions on the victim of the breach, including any injury caused;
    - 11.4.3.4 The vulnerability of the victim of the breach;
    - 11.4.3.5 The effect of the Party's actions on the game, including whether it changed the nature of a match;
    - 11.4.3.6 The level of premeditation;
    - 11.4.3.7 Whether the breach was completed, or whether it amounted to an attempt; and/or
    - 11.4.3.8 Any other on-field (where appropriate) or general issue relevant to the breach.
  - 11.4.4 Weighing up the factors set out in Paragraphs 11.4.1 to 11.4.3, Decide as to the seriousness of the incident and whether the incident be (i) Lower-End; (ii) Mid-Range; or (iii) Top End of the range;
  - 11.4.5 Consider any aggravating factors, including:
    - 11.4.5.1 Absence or lack of remorse and/or contrition on the part of the Party;

- 11.4.5.2 Party's status as a persistent offender, if applicable;
- 11.4.5.3 Prolongation of the incident;
- 11.4.5.4 The continued use of offensive, abusive and insulting language and/or behaviour;
- 11.4.5.5 Calling a match official a cheat and/or calling a match official's integrity into question;
- 11.4.5.6 Failure to comply with a match official's requests;
- 11.4.5.7 The adoption of aggressive behaviour towards a match official;
- 11.4.5.8 The need for a deterrent to combat the particular pattern of offending;
- 11.4.5.9 Whether the incident is sectarian, racist, sexual or otherwise discriminatory in nature;
- 11.4.5.10 Whether the incident involved any element of physical violence;
- 11.4.5.11 Whether a single incident (insofar as such incident is not referred as separate breaches) comprises a breach of more than one Disciplinary Rule;
- 11.4.5.12 The Party's Conduct during proceedings, including at the hearing. For the avoidance of doubt, examples of instances where the Party's Conduct may be considered an aggravating factor under this Paragraph 11.4.5 may include (but not be limited to) instances where the Party:
  - I. is un-cooperative with any Direction by the Compliance Officer, the Tribunal, and/or the Scottish FA;
  - II. submits responses or material to the Compliance Officer, the Tribunal, and/or the Scottish FA which the Tribunal considers, in its absolute discretion, give rise to questions about the credibility or reliability of such;
  - III. is threatening or aggressive towards the Compliance Officer, the Tribunal and/or the Scottish FA; or
  - IV. behaves in some other way which the Tribunal considers to be inappropriate.
- 11.4.5.13 Where the Party in Breach has breached any Disciplinary Rule, including where a censure has been awarded, and/or, a warning letter, in accordance with paragraph 11.1A, has been issued, within the Season in which the breach occurred and the two immediately preceding Seasons, then the Tribunal may increase the sanction for the breach, having regard to the number of previous breaches of any Disciplinary Rule within that period; and/or
- 11.4.5.14 Any other general aggravating factor considered to be relevant.

And Decide whether such factors cause the seriousness of the incident to increase within or beyond the range referred to in Paragraph 11.4.4 above.

11.4.6 Consider all mitigating factors, including:

- 11.4.6.1 The existence and timing of an acknowledgement of the breach by the Party;
- 11.4.6.2 A good disciplinary record;
- 11.4.6.3 Good character;
- 11.4.6.4 The Party's Conduct during proceedings, including at the hearing;
- 11.4.6.5 The Party's remorse for actions; and/or
- 11.4.6.6 Any other general mitigating factors.

And Decide whether such factors cause the seriousness of the incident to decrease in or below the appropriate range for the sanction to be imposed.

11.4.7 Consider any other factors which the Tribunal considers to be relevant to the level of sanction.

11.5 Where the Tribunal has discretion as to the appropriate sanction, and where applicable, the Disciplinary Rules provide a Scale of Sanctions, including:

11.5.1 A Lower End for suspensions, fines and, where applicable, other sanctions;

11.5.2 A Mid Range for suspensions, fines and, where applicable, other sanctions;

11.5.3 A Top End for suspensions, fines and, where applicable, other sanctions; and

11.5.4 A Maximum for suspensions, fines and, where applicable, other sanctions;

Such sanctions being relative to the scale of seriousness of the relative breach, with reference to the factors set out in Paragraph 11.4 above.

In Determining an appropriate sanction, and on the basis of its consideration of the range of breach, as set out in Paragraph 11.4, the Tribunal should Determine the appropriate sanction and level of sanction with reference to the guidance on sanctions and Scale of Sanctions provided in the Disciplinary Rules.

Save where otherwise provided within the Protocol, the sanction for each incident and/or breach of the Disciplinary Rules shall not exceed the Maximum sanction in respect of each separate incident and/or breach of the Disciplinary Rules.

The sum for a fine shall be paid in pounds Sterling unless specified by the Tribunal in such other currency as it considers appropriate.

A fine shall be paid within 30 days of the imposition of the fine (all rights of appeal having been waived or exhausted) and the fine shall be subject to interest at the rate of 4% per annum over the base lending rate from time to time of the Bank of Scotland plc from the date on which the fine was due for payment until payment of the fine is received by the Scottish FA. This Rule does not affect any other power of the Tribunal to award interest.

The Parties consent to registration of the Tribunal's Determination for preservation and execution.

11.6 General rules for suspensions

11.6.1 Unless otherwise provided in the Protocol, a suspension takes effect with immediate effect.

11.6.2 Clubs, players and Team Staff must keep themselves informed of any outstanding suspensions at the commencement of the Season, and of any new suspensions applied during the Season and ensure that suspensions are properly served. A player, club or member of Team Staff who fails to do so will not be able to argue in subsequent proceedings that he/it was unaware of the terms of a suspension.

11.6.3 The provisions of Annex C and D hereto shall apply in respect of suspensions of players and Team Staff.

11.6.4 During a suspension, a player or member of Team Staff is excluded from the Playing Zone at any match played under the jurisdiction of the Scottish FA until the expiry of the suspension. The "Playing Zone" is the area used by players and Team Staff at a match and shall extend to both teams' dressing rooms, the match officials' dressing rooms, the players' tunnel to the pitch, any corridors leading to and/or connecting the said rooms and the players' tunnel to the pitch, the technical areas and substitutes' benches, the track, the playing surface and any area within 2 metres of any part of the touch line or goal line of the playing surface. The exclusion shall apply from 75 minutes prior to the scheduled time of kick-off of a match until 15 minutes following the referee having signalled the end of the match. For the avoidance of doubt, the exclusion continues to apply during extra time and/or kicks from the penalty mark when required in any

match. For the avoidance of doubt, reference is made to Annex D, paragraph 4.2.2.

- 11.6.5 Any suspension or part thereof which remains outstanding at the end of a Season will continue to apply in subsequent Seasons, until the requisite number of matches, as specified in respect of the suspension, have been completed.
- 11.6.6 Any suspension, automatic or otherwise, incurred in a match which is abandoned, will be recorded on the player's or member of Team Staff's disciplinary record by the Scottish FA and shall be served in accordance with the Rules of this Protocol and Annexes.
- 11.6.7 A match which is abandoned does not count towards a completed match in terms of the serving of any suspension, automatic or otherwise.
- 11.6.8 A match which has been completed but later declared void will count towards a completed match in terms of the serving of any suspension, automatic or otherwise.
- 11.6.9 In the event that more than one suspension takes effect at the same time, or a suspension takes effect whilst an earlier suspension is still in effect, each suspension will be served consecutively in the order in which they were imposed, and not concurrently.
- 11.6.10 In the event that a person or body incurs an automatic suspension and/or a suspension imposed by the Scottish FA and/or a Tribunal to take effect from or about the same date, the automatic suspension shall be served first and any other suspension imposed shall be served thereafter.
- 11.6.11 Where a player/manager or a player/coach is suspended in either capacity, he shall also be suspended from his playing, managing and/or coaching activities on the same basis.
- 11.6.12 Where a club is suspended that club shall not engage in any match and shall have its membership and associated rights and privileges with the Scottish FA suspended during its term of suspension. The suspension of a club's rights and privileges will subsist for the period of the suspension, but the club's duties and obligations will continue to be effective notwithstanding the suspension. The suspension of a club's rights and privileges will include, amongst other things: (i) denial of any and all privileges ancillary to engaging in any match, including the right to registration of players; (ii) denial of any and all privileges ancillary to membership of the Scottish FA; (iii) the debarring of the club from attending or voting at any general meeting of the Scottish FA or from the election of Office-Bearers or Honorary Office-Bearers; (iv) the denial of any rights or privileges arising in respect of Club Licensing, including in respect of the granting of a Club Licence (but the continued effect of any duties and obligations by the club in respect of Club Licensing); and (v) the denial of the right to transfer membership of the Scottish FA save at the Scottish FA's sole discretion.
- 11.6.13 Where a recognised football body is suspended that recognised football body shall have its associated rights and privileges with the Scottish FA suspended during its term of suspension. The suspension of a recognised football body's rights and privileges will subsist for the period of the suspension, but the recognised football body's duties and obligations will continue to be effective notwithstanding the suspension. The suspension of a recognised football body's rights and privileges will include, amongst other things: (i) denial of any and all privileges ancillary to its association with the Scottish FA; and (ii) the debarring of the recognised football body from attending or voting at any general meeting of the Scottish FA or from the election of Office-Bearers or Honorary Office-Bearers.
- 11.6.14 Where a Director is suspended that Director shall not engage in any match and shall have his associated rights and privileges with the Scottish FA suspended during his term of suspension. The suspension of a Director's rights and privileges will subsist for the period of the suspension, but the Director's duties and obligations will continue to be effective notwithstanding the suspension. The suspension of a Director's rights and privileges will include, amongst other things: (i) denial of any and all privileges ancillary to engaging in any match; (ii) denial of any and all privileges ancillary to his association with the Scottish FA; and (iii) the debarring of the Director from attending or voting at any general meeting of the Scottish FA or from the election of Office-Bearers or Honorary Office-Bearers.

11.6.15 Where a match official is suspended that match official may not operate as a match official and will be denied any and all privileges ancillary to engaging in any match.

11.6.16 Where an Intermediary is suspended that Intermediary may not operate or carry out any activities as an Intermediary and will be denied any and all privileges ancillary to engaging in the game of football.

## **12. Procedural Rules for First Instance Proceedings**

12.1 First Instance Proceedings shall proceed according to the provisions of this Protocol, including the general procedural rules at Section 10 above and the particular provisions contained in this Section 12.

### **12.2 Commencement**

12.2.1 Proceedings shall commence on the date when a Notice of Complaint is delivered or deemed delivered to the Alleged Party in Breach.

12.2.2 The date of commencement of proceedings shall be referred to as the "Date of Commencement".

### **12.3 Response to Complaint**

12.3.1 The Alleged Party in Breach must, within five Working Days of the Date of Commencement, deliver to the Compliance Officer a written response ("Response") which admits or denies each alleged breach. If the breach is admitted, it shall be an "Admitted Breach".

12.3.2 Where the Alleged Party in Breach fails within five Working Days of the Date of Commencement to deliver a Response admitting or denying the alleged breach and the Tribunal is satisfied that the Notice of Complaint was delivered, then the Alleged Party in Breach shall be deemed to have admitted the breach (also, an "Admitted Breach").

12.3.3 Where a breach is an Admitted Breach, the Tribunal may adapt its procedures accordingly, and may restrict its consideration to any submissions from the Party in Breach or other such interested Party(s) in mitigation and to Determination of the appropriate sanction.

### **12.4 Party Disclosures**

#### **12.4.1 The Compliance Officer:**

12.4.1.1 Shall deliver to all other Parties: (i) copies of all documents and all other evidence (of whatever nature) to be referred to at a hearing; and (ii) a list of witnesses; and

12.4.1.2 May, at his discretion, at any time prior to the Principal Hearing, provide to the Tribunal a bundle of documents and/or other evidence intimated by the Compliance Officer and/or by the Parties in accordance with Paragraphs 12.4.1.1 and 12.4.2.1, in such form as the Compliance Officer considers to be appropriate.

#### **12.4.2 All Parties other than the Compliance Officer:**

12.4.2.1 Shall deliver to all Parties (including the Compliance Officer) and also to the Tribunal: (i) copies of all documents and all other evidence (of whatever nature) to be referred to at a hearing; and (ii) a list of witnesses.

12.4.3 The items referred to in Paragraphs 12.4.1.1 and 12.4.2.1 above must be delivered within the Directed timescales, and in any event no later than five Working Days before the Principal Hearing. Documents or other evidence not provided and witnesses not intimated within the relevant timescales may not be relied upon or heard at the hearing, or otherwise in the proceedings, unless, in exceptional circumstances, the Tribunal allows.

## 12.5 Principal Hearings

- 12.5.1 A hearing for the purpose of dealing with the substance of a Case(s) shall be referred to as a Principal Hearing.
- 12.5.2 Guidance Notes are provided at Annex B hereto, for consideration by Tribunals in their conduct of Principal Hearings.
- 12.5.3 Tribunals should generally give notice to Parties of the procedure they intend to adopt and where Tribunals intend to depart from the Guidance Notes, they should generally inform Parties of such procedure where possible prior to any Principal Hearing, and in any event generally at the commencement of any Principal Hearing.
- 12.5.4 However, a Tribunal may, in any event, depart from the Guidance Notes, during the conduct of the Principal Hearing, where in the circumstances, it considers it to be reasonable to do so, in its sole discretion.

## 12.6 Requests for reasons

- 12.6.1 A Tribunal is not required to issue reasons, unless requested (i) by a Party pursuant to Paragraph 12.6.2 below; or (ii) by the Scottish FA.
- 12.6.2 A Party may, by not later than three Working Days after the date on which the Determination was communicated or delivered to that Party, request that a First Instance Tribunal issue reasons.

# 13. Procedural Rules for Fast Track Proceedings

## 13.1 General

- 13.1.1 Fast Track Proceedings shall proceed according to the provisions of this Protocol, including the general procedural rules at Section 10 and the particular provisions contained in this Section 13.

## 13.2 Commencement

- 13.2.1 Proceedings shall commence on the date when a Notice of Complaint is delivered or deemed delivered to the Alleged Party in Breach or when a Notice of Player Reference is delivered to the Compliance Officer.
- 13.2.2 The date of commencement of proceedings shall be referred to as the "Date of Commencement".

## 13.3 Player or club references to Fast Track Proceedings ("Player Reference"):

- 13.3.1 Subject to payment of the relevant fee (as specified below), a player or his club may refer the following matters to Fast Track Proceedings:
  - 13.3.1.1 Mistaken Identity. A claim of Mistaken Identity may be submitted to Fast Track Proceedings in the event that a player or his club contends that a Cautionable or Sending-Off offence (as defined in Annex C of the Protocol), which has been committed by another player, has been incorrectly administered to the player making the claim.
  - 13.3.1.2 Wrongful Dismissal. Where it can be demonstrated that an Obvious Refereeing Error has occurred, a player or his club may submit to Fast Track Proceedings a claim of Wrongful Dismissal in respect of the following offences (whether or not the offence resulted in a sending-off):
    - (i) Serious foul play;
    - (ii) Violent Conduct;

(iii) Spitting at an opponent or any other person; or

(iv) Denying the opposing team or an opponent a goal or obvious goal scoring opportunity as defined by Law 12.

13.3.1.3 Wrongful Caution for Simulation. Where it can be demonstrated that an Obvious Refereeing Error has occurred in respect of a player being cautioned for the offence of simulation, a player or his club may submit to Fast Track Proceedings a claim of Wrongful Caution for Simulation.

13.3.1.4 For the avoidance of doubt, and for the purposes of Player References, references to Cautionable and/or Sending-Off offences are references to Cautionable and/or Sending-Off offences in terms of Annex C and include any reports thereof.

13.3.2 The relevant fee, when submitting a claim, is to be paid to the Scottish FA forthwith, and in any event before any hearing, in accordance with the scale below. It shall be paid by cheque to "The Scottish FA Limited" or by bank transfer:

	First Team	All Other Teams
SPFL Scottish Premiership clubs:	£500	£250
SPFL Scottish Championship, Leagues One and Two clubs:	£250	£125
All other men's football clubs:	£125	£62
All women's football clubs:	£50	£25

In the event that a Player Reference is upheld, the relevant fee, as aforesaid, will be refunded.

The submission of a cheque which is subsequently not accepted by the relevant financial institution for transfer of the relevant funds for whatever reason shall be a breach of the Disciplinary Rules and a Tribunal shall have the power to Determine that a Party is in breach of this Paragraph 13.3.2 and may impose such sanction in respect of such breach as is provided for in the Disciplinary Rules.

13.3.3 Where a Player or Club referral has been made to Fast Track Proceedings and upon receipt by the Scottish FA of the fee referred to in Paragraph 13.3.2 above, any suspension imposed as a consequence of the refereeing Decision which is the subject of the Player or Club referral will be set aside, until a Determination of the referral is made by a Tribunal.

13.3.4 A claim heard under the Fast Track Proceedings in relation to a Wrongful Dismissal or Wrongful Caution for Simulation arising from paragraphs 13.3.1.2 or 13.3.1.3 shall be dismissed by the Tribunal (and the fee will be forfeited) if such a claim is founded upon a matter of opinion. In such a claim, the onus of demonstrating that an obvious refereeing error has occurred is on the person(s) making the Player Reference.

13.3.5 A Player Reference can be withdrawn by the player or his club prior to the Fast Track Hearing, by notifying the Tribunal Secretary in writing of its wish to so withdraw ("Notice of Withdrawal"). The Notice of Withdrawal must be delivered to the Tribunal Secretary before 5pm on the last Working Day prior to the Fast Track Hearing, and at the same time copied to the Compliance Officer.

13.3.5.1 Upon the Tribunal Secretary's receipt of a Notice of Withdrawal, the Player Reference shall be deemed to be abandoned and the original sanction against which the player or his club made the Player Reference will be applied with immediate effect, and shall be final and binding.

13.3.5.2 A player or club may not resubmit a Player Reference arising from the same subject matter of a Player Reference which has been so abandoned.

13.3.5.3 Upon the Tribunal Secretary's receipt of the Notice of Withdrawal, the relevant fee shall be forfeited.

13.3.5.4 A Party who commences a Player Reference, which is subsequently withdrawn in circumstances that suggest an abuse of process and/or a delaying tactic for the



sanction originally imposed, may be in breach of the Disciplinary Rules.

#### 13.4 Compliance Officer Reference to Fast Track Proceedings (a "CO Reference")

##### 13.4.1 The Compliance Officer may refer the following matters to Fast Track Proceedings:

- 13.4.1.1 Subject to the terms of Paragraph 13.4.1.2, below, an alleged Sending Off offence of Serious Foul Play ( as set out at A1 of Section 3 of Annex C ) which has been brought to the attention of the Compliance Officer by whatever means, where the alleged Sending Off Offence has not been seen by any of the Match Officials. Again, subject to the terms of Paragraph 13.4.1.2, below, the Sending Off Offence will be deemed to have been seen by any of the Match Officials where any part of the challenge for the ball by the Party which caused the alleged Serious Foul Play has been seen by any of the Match Officials. For the avoidance of doubt, in cases referred under this Paragraph 13.4.1.1, any Match Official will be deemed to have seen the alleged Sending Off Offence unless there is evidence to demonstrate that the Match Official's view of the challenge for the ball was obscured or blocked.
- 13.4.1.2 Notwithstanding the terms of Paragraph 13.4.1.1, and subject to the remainder of this Paragraph 13.4.1.2, where the level of excessive force, and/or brutality, and/or endangerment of the safety of an opponent involved in the challenge for the ball was exceptional, and/or results in significant injury to the opposing player, an alleged Sending Off Offence of Serious Foul Play ( as set out at A1 of Section 3 of Annex C ) may still be referred to Fast Track Proceedings, even where some part of the challenge for the ball by the Party, which caused the alleged Serious Foul Play, has been seen by one or more of the Match Officials. The Compliance Officer may only refer a case under this Paragraph 13.4.1.2, to Fast Track Proceedings where the specific part of the challenge for the ball by the Party, which is alleged to have caused the Serious Foul Play was not seen by any of the Match Officials. For the avoidance of doubt, in cases referred under this Paragraph 13.4.1.2, any Match Official will be deemed to have seen the part of the challenge for the ball by the Party which caused the alleged Serious Foul Play unless there is evidence that the view of each of the Match Officials was obscured or blocked.
- 13.4.1.3 Subject to the terms of Paragraph 13.4.1.4, below, an alleged Sending Off Offence of Violent Conduct ( as set out at A2 of Section 3 of Annex C ) which has been brought to the attention of the Compliance Officer by whatever means, where the alleged Sending Off Offence has not been seen by any of the Match Officials. Again, subject to the terms of Paragraph 13.4.1.4 below, the Sending Off Offence will be deemed to have been seen by any of the Match Officials where any part of the physical act by the Party which caused the alleged act of Violent Conduct has been seen by any of the Match Officials.
- 13.4.1.4 Notwithstanding the terms of Paragraph 13.4.1.3. above and subject to the remainder of this Paragraph 13.4.1.4, where the level of excessive force and/or brutality was exceptional and/or results in significant injury an alleged Sending Off Offence of Violent Conduct (as set out at A1 of Section 3 of Annex C may still be referred to Fast Track Proceedings even where some part of the physical act by the Party, which caused the alleged Violent Conduct has been seen by one or more of the Match Officials. The Compliance Officer may only refer a case under this Paragraph 13.4.1.4, to Fast Track Proceedings where the specific part of the physical act by the Party which caused the alleged Violent Conduct was not seen by any of the Match Officials.
- 13.4.1.5 An alleged Sending Off offence of Spitting at an opponent or any other person( as set out at A3 of Section 3 of Annex C ) which has been brought to the attention of the Compliance Officer by whatever means, where the alleged Sending Off Offence has not been seen by any of the match officials.
- 13.4.1.6 Excessive Misconduct not reported by match officials, but brought to the attention of the Compliance Officer by whatever means.



13.4.1.7 Where a player is alleged to have caused the match official to make an incorrect Decision and/or supported an error of judgement on the part of a match official by an act of simulation which results in that player's team being awarded a penalty kick and/or an opponent being dismissed and/or any other substantial advantage being gained.

13.4.2 Where the Compliance Officer considers that a case of mistaken identity has arisen in relation to any sending off offence at a match (i.e in relation to any of the offences contained at Section 3 of Annex C) and that a sending off has accordingly been incorrectly administered to a player, the Compliance Officer may refer to Fast Track Proceedings the player whom he alleges is truly responsible for the sending off offence.

13.4.3 Where a Reference by the Compliance Officer in terms of Paragraph 13.4.1.7 is upheld by the Tribunal, any sanction imposed by the Match Official as a consequence of the incorrect Decision and/or error of judgement occasioned by the act of simulation shall be rescinded by the Scottish FA.

13.4.4 For the avoidance of doubt, this Paragraph 13.4 also applies to Associated Persons.

### 13.5 Fast Track Procedure

#### 13.5.1 Player Reference

13.5.1.1 A Player Reference shall be made by Notice of Player Reference delivered to the Compliance Officer, not later than 3pm on the first Working Day following the match to which it relates.

13.5.1.2 A Notice of Player Reference shall include:

- (i) The name, address and full contact details of the player or club making the reference, including telephone, mobile and email details;
- (ii) The date and details of the match to which the reference relates; and
- (iii) Full details of the basis, nature and grounds of the reference.

13.5.1.3 Any submissions and evidence supporting the reference must be made and delivered to the Tribunal and to the Compliance Officer by not later than 3pm on the second Working Day following the match to which it relates.

13.5.1.4 For the avoidance of doubt, a Player Reference will not be deemed to be validly submitted and will not proceed if the deadlines set out in this Paragraph are not met.

#### 13.5.2 CO Reference

13.5.2.1 Subject to Paragraph 13.5.2.3, a CO Reference shall be made by the delivery of a Notice of Complaint, together with any evidence supporting the reference, to the Alleged Party in Breach and/or the Alleged Party in Breach's club not later than 3pm on the second Working Day following the match to which it relates.

13.5.2.2 At the same time as delivering a Notice of Complaint under the Fast Track Procedure, where the Compliance Officer considers that any automatic sanctions which generally apply to the equivalent offence under Annex C hereto, or in the case of proceedings under Paragraph 13.4.1.3 the standard sanction that applies where Rule 202 is breached are appropriate, he may offer a Fixed Suspension taking account of any adjustments in accordance with the provisions of Annex C.

13.5.2.3 The timescale for delivery of a Notice of Complaint in terms of this Paragraph shall be deferred if any relevant evidence requested by the Compliance Officer in terms of Paragraph 8.5 or otherwise, is not produced to the Compliance Officer within the appropriate timescales. In such a case the timescale referred to in Paragraph 13.5.2.1 shall be by 3pm on the second Working Day following the date on which the Compliance Officer is in possession of such relevant evidence.

### 13.5.3 Response to Notice of Complaint

- 13.5.3.1 The Alleged Party in Breach, must issue and deliver to the Tribunal and to the Compliance Officer a response ("a Player Fast Track Response") to the Notice of Complaint, including any relative written submissions and evidence by not later than 3pm on the Working Day following the Working Day referred to in paragraph 13.5.2.1 or paragraph 13.5.2.3, as applicable.
- 13.5.3.2 At the same time as issuing a Fast Track Response, the Alleged Party in Breach shall issue a response to any offer of a Fixed Suspension to the Notice of Complaint to the Compliance Officer. If the Alleged Party in Breach accepts the Compliance Officer's offer of a Fixed Suspension, then the Scottish FA shall record the Fixed Suspension and the Fast Track Proceedings shall come to an end.
- 13.5.3.3 If the Alleged Party in Breach fails to issue a Fast Track Response by 3pm on the Working Day following the Working Day referred to in paragraph 13.5.2.1 or paragraph 13.5.2.3, as applicable, then the breach shall be deemed to have been admitted.
- 13.5.3.4 Where Paragraph 13.5.3.3 applies and the Compliance Officer has made an offer of a Fixed Suspension in accordance with Paragraph 13.5.2.2 then the Scottish FA shall record the Fixed Suspension and the Fast Track Proceedings shall come to an end.

### 13.5.4 Response to Player Reference

- 13.5.4.1 The Compliance Officer, must issue and deliver to the Tribunal and to the player and/or club in respect of whom the reference is made a response to a Player Reference (a "CO Fast Track Response"), including any relative written submissions and evidence by not later than 3pm on the third Working Day following the match to which it relates.

### 13.5.5 Fast Track Hearings

- 13.5.5.1 A Principal Hearing shall be conducted in respect of the Case(s) referred under the Fast Track Procedure at the first available hearing following the third Working Day following the match.
- 13.5.5.2 Notwithstanding the general powers of a Tribunal, the preliminary procedure outlined above shall be followed as if ordered by the Tribunal which subsequently Determines the Case(s), notwithstanding the date on which such Tribunal is appointed. Insofar as a document requires to be delivered to the Tribunal before it has been appointed, such document shall be delivered to the other Party(s) only, but must then also be delivered to the Tribunal immediately upon its appointment.

### 13.5.6 Summary

- 13.5.6.1 Subject to the specific provisions above, in general the Fast Track Procedure shall proceed as follows:

	1st Working Day following match	2nd Working Day following match	3rd Working Day following match	Next available hearing date
Player Reference	By 3pm - Intimation of Player Reference to the CO	By 3pm - Player submissions and evidence to Tribunal and CO	By 3pm - CO Response, submissions and evidence to Tribunal and player/ club	Principal Hearing and Determination
CO Reference		By 3pm - CO Notice of Complaint, submissions and evidence to Alleged Party in Breach	By 3pm - player Response, submissions and evidence to Tribunal and CO player response to any offer of fixed sanction to CO	Principal Hearing and Determination

## 13.6 Party Disclosures

13.6.1 All Parties shall provide to the Tribunal and to all other Parties:

13.6.1.1 Copies of all documents (of whatever nature) to be referred to at a hearing; and

13.6.1.2 A list of witnesses.

13.6.2 Such items must be provided within the Directed timescales, and in any event no later than 5pm on the day preceding the Principal Hearing. Documents not provided within the relevant timescales may not be relied upon at the hearing, or otherwise in the proceedings, unless, in exceptional circumstances, the Tribunal allows.

## 13.7 Principal Hearings

13.7.1 A hearing for the purpose of dealing with the substance of a Case(s) shall be referred to as a Principal Hearing.

13.7.2 Guidance Notes are provided at Annex B hereto, for consideration by Fast Track Tribunals in their conduct of Principal Hearings.

13.7.3 Tribunals should generally give notice to Parties of the procedure they intend to adopt and where Tribunals intend to depart from the Guidance Notes, they should generally inform Parties of such procedure, generally at the commencement of any Principal Hearing.

13.7.4 However, a Tribunal may, in any event, depart from the Guidance Notes, during the conduct of the Principal Hearing, where in the circumstances, it is reasonable to do so.

## 13.8 Effect of a Fast Track Determination

13.8.1 Subject to Paragraph 13.8.2, Determinations made under the Fast Track Procedure shall be final and binding. There shall be no right of appeal of a Determination in Fast Track Proceedings.

13.8.2 Where the subject matter of a CO Reference is an allegation of Excessive Misconduct, and the Fast Track Tribunal issues a sanction in excess of the automatic sanction generally applicable to the offence in terms of Annex C hereto, then there shall be a right of appeal to an Appellate Tribunal in terms of the provisions of Section 15.

## 13.9 Fast Track Determination

13.9.1 Whilst Fast Track Proceedings shall be conducted with regard to the Founding Principles set out in Section 2 and the principles of natural justice, and Principal Hearings may be conducted according to the Guidance Notes provided at Annex B, special regard shall be given to the fast nature of process and swift Determination.

13.9.2 Fast Track timescales are intended to achieve swift and expeditious Determination and no question of fairness of process shall arise from a Party's failure or inability to conform to such timescales.

13.9.3 A Fast Track Tribunal may take such steps as it considers appropriate for the purpose of achieving a swift resolution, including such powers generally provided to Tribunals under the Protocol, and including its general power not to consider evidence or submissions not provided within the appropriate timescales even if such timescales are short.

## 13.10 Frivolous claims and submissions

13.10.1 Where a Tribunal considers a claim under proceedings brought by a Player Reference, it shall be open to the Tribunal to also consider whether:

13.10.1.1 The individual bringing the Player Reference had no prospect of success;

13.10.1.2 The Player Reference is considered by the Tribunal to have been an abuse of process or a delaying tactic for the sanction originally imposed; and/or

13.10.1.3 The Player Reference is considered by the Tribunal to have been a frivolous claim.

13.10.2 If the proceedings brought by a Player Reference are considered by the Tribunal to fall within the parameters of Paragraph 13.10.1, an additional one match suspension will be imposed, to be served immediately, following the serving of the sanction already imposed by the Tribunal.

#### 13.11 Requests for Reasons

13.11.1 A Fast Track Tribunal is not required to issue reasons, unless requested (i) by a Party pursuant to Paragraph 13.11.2 below; or (ii) by the Scottish FA.

13.11.2 Where a Determination is issued that is the subject of a right of appeal under paragraph 13.8.2, above, a Party may, by not later than three Working Days after the date on which the Determination was communicated or delivered to that Party, request that a Fast Track Tribunal issue reasons.

## 14. Right of Appeal

### General

14.1 A Party exercising a right of appeal under this Section 14 shall be referred to as an “Appellant”.

Appeals by a Party in Breach against a Determination of a Disciplinary Tribunal

14.2 A Party in Breach has the right to appeal under this Protocol to an Appellate Tribunal against a Determination of a Disciplinary Tribunal in respect of First Instance Proceedings.

Appeals by the Scottish FA against a Determination of a Disciplinary Tribunal

14.3 The Compliance Officer has the right to appeal under this Protocol to an Appellate Tribunal against a Determination of a Disciplinary Tribunal in respect of First Instance Proceedings, but only on the sole basis that the sanction(s) imposed was unduly lenient.

Appeals against Determinations of a recognised football body

14.4 A player, official, match official, club, League or association has the right to appeal to an Appellate Tribunal under this Protocol against a Determination of a disciplinary or adjudicatory nature involving a defined process or procedure by a recognised football body which is imposed upon such person or body, provided that the Appellant has exhausted such appeals as were available to the Appellant consequent to the Determination in question, unless a satisfactory reason is given for not having done so, and provided that the appeal to the Appellate Tribunal is not excluded by any provision of the Articles, this Protocol, or by law. Appeals which relate to any matter affecting the result of a cup tie or which would interrupt the playing of a competition shall not be entertained.

14.5 No award of costs shall be made in relation to contractual disputes between a player and a club where an appeal has been lodged pursuant to paragraph 14.4 above.

Appeals against a Club Licensing Determination

14.6 A Party who is subject to the jurisdiction of the Articles and this Protocol, has the right to appeal to an Appellate Tribunal appointed under this Protocol against a determination by the Licensing Committee pursuant to Article 35 and/or in respect of Club Academy Scotland.

14.7 An appeal from a club against a determination pursuant to Article 35 may include a re-hearing and/or fresh evidence. For the avoidance of doubt, fresh evidence shall generally only be allowed where there is to be a re-hearing. In exceptional circumstances, an Appellate Tribunal may, at its sole discretion, allow the submission of fresh evidence without the requirement of a re-hearing.

14.8 A Party wishing to appeal against such a determination may, by not later than five Working Days after the date on which the relevant determination pursuant to Article 35 was delivered to it, request that the Licensing Committee or other relevant body issue reasons, if it has not already done so, to the Party so requesting forthwith upon its request.

## Appeals Against a CAS Assessment Panel Determination

- 14.9 A Party who is subject to the jurisdiction of the Articles and this Protocol, has the right to appeal to an Appellate Tribunal appointed under this Protocol against a determination by the CAS Assessment Panel pursuant to an application to participate in and/or application for derogation in order to participate in the Club Academy Scotland Programme.
- 14.10 A Party wishing to appeal against such a determination may, by not later than five Working Days after the date on which the relevant determination was delivered to it, request that the CAS Assessment Panel issue reasons, if it has not already done so, to the Party so requesting forthwith upon its request.

### Permitted Grounds of Appeal

- 14.11 Subject to Paragraphs 14.6 and 15.7, findings on fact at first instance shall be final and an appeal shall only be permitted on one or more of the following grounds:
- 14.11.1 The Tribunal failed to give the Appellant a fair hearing;
- 14.11.2 The Tribunal acted outwith its powers;
- 14.11.3 The Tribunal issued a Determination which it could not properly have issued on the facts of the Case;
- 14.11.4 The sanction(s) imposed by the Tribunal was excessive or inappropriate or, in the case of appeals pursuant to Paragraph 14.3, the sanction(s) imposed by the Tribunal was unduly lenient.
- 14.11.5 In the case of Licensing Committee appeals, the decision of the Licensing Committee in relation to Club Licensing was wrong in law or otherwise flawed.
- 14.11.6 In the case of CAS Assessment Panel appeals, the decision of the CAS Assessment Panel, in relation to a club's application to participate in and/or application for derogation in order to participate in the Club Academy was wrong in law or otherwise flawed.

### Suspension of Determination pending appeal

- 14.12 Subject to Paragraph 14.10 once a Notice of Appeal has been validly delivered in terms of the provisions of Section 15, the Determination against which the Notice of Appeal is submitted shall be suspended until such time as the matter has been heard by the Appellate Tribunal hearing the appeal, and its Determination has been communicated or delivered to the Alleged Party in Breach, following which the suspension of the Determination shall end, unless the Determination of the Appellate Tribunal hearing the appeal provides otherwise.
- 14.13 An original Decision making body or the Scottish FA, may oppose the suspension of a Determination pending appeal by notice to the Judicial Panel Secretary which shall include grounds for such opposition and submissions in support of such opposition ("Notice Against Suspension").
- 14.13.1 The Notice Against Suspension shall be lodged in writing with the Judicial Panel Secretary or Tribunal Secretary within one Working Day of the receipt of the Notice of Appeal by the body submitting such notice.
- 14.13.2 Upon receipt of a Notice Against Suspension, the Judicial Panel Secretary shall select a single legally qualified person who is 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) to Determine the matter ("Suspension Tribunal").
- 14.13.3 As soon as reasonably practicable thereafter, the Judicial Panel Secretary or Tribunal Secretary shall send the Notice Against Suspension to the Appellant.
- 14.13.4 Should the Appellant wish to make any submissions in respect of the Notice Against Suspension, he must lodge such submissions in writing ("Appellant Suspension Submissions")

with the Judicial Panel Secretary or Tribunal Secretary within one Working Day of being sent the Notice Against Suspension.

14.13.5 The Notice Against Suspension and the Appellant Suspension Submissions should then be considered as soon as reasonably practicable and in any event within five Working Days by the Suspension Tribunal (either by consideration of the Notice Against Suspension and the Appellant Suspension Submissions or by convening a hearing).

14.13.6 The Suspension Tribunal shall have the power to end the suspension of the Determination pending appeal, or to take such other steps relative thereto as the Suspension Tribunal considers to be appropriate.

14.13.7 The Suspension Tribunal's Decision on the suspension shall be final and binding.

14.14 The period allowed for delivering a Notice of Appeal is without prejudice to the effectiveness of a Determination during such period before any such Notice has been delivered.

14.15 A Tribunal appointed in terms of the Protocol to hear an appeal, including in respect of a right of appeal arising from this Paragraph 14, is appointed in respect of the Scottish FA's own independent procedures as set out in this Protocol. For the avoidance of doubt, it is not an arbitral tribunal in terms of the Arbitration (Scotland) Act 2010 or otherwise.

## **15. Procedural Rules for Appeals Proceedings**

### **15.1 General**

15.1.1 Where an appeal is permitted under this Protocol, Appeals Proceedings shall proceed according to the provisions of this Protocol, including the general procedural rules at Section 10 above, and the particular provisions of this Section 15.

15.1.2 Where the appeal is by a Party in Breach against a Determination of a Tribunal, then the Party in Breach and the Compliance Officer shall be a Party.

15.1.3 Where an appeal is by the Compliance Officer, pursuant to Paragraph 14.3, the Compliance Officer and the Party in Breach in such proceedings shall be Parties.

15.1.4 Where the appeal is against a Determination of a club or recognised football body, that club or recognised football body shall be a Party, except where the recognised football body has made a Determination in relation to a contractual dispute between players and/or clubs.

15.1.5 Where the appeal is against a Determination of the Licensing Committee, the Licensing Committee, through its Chairman and/or Secretary and/or their nominee(s) or representative(s) shall be a Party.

15.1.6 The Parties referred to at Paragraphs 15.1.2 to 15.1.5 who are responding to the appeal shall be referred to as the "Respondents".

### **15.2 Commencement**

#### **15.2.1 Lodging a Notice of Appeal**

15.2.1.1 The Appellant shall deliver a Notice of Appeal, together with Grounds of Appeal, to the Judicial Panel Secretary within five Working Days following the date of communication or delivery to the Appellant of the Determination at first instance. If the Appellant has sought reasons for the Determination appealed against pursuant to Paragraph 12.6.2 or Paragraph 14.7, the Appellant shall deliver to the Judicial Panel Secretary a Notice of Appeal, together with Grounds of Appeal within five Working Days following the communication or delivery of such reasons to the Appellant.

15.2.1.2 Where, in respect of a disciplinary rule arising from the Cup Competition Rules (a CCD Rule), the Tribunal's Determination imposed (i) a replay in the Scottish Cup; (ii)

a suspension of a club in the Scottish Cup; and/or (iii) an ejection of a club from the Scottish Cup, then the Appellant club shall deliver to the Judicial Panel Secretary a Notice of Appeal within 24 hours following the date of communication or delivery to the Appellant of the Determination at first instance.

15.2.1.3 The date of receipt by the Judicial Panel Secretary of the Notice of Appeal shall be the "Appeal Commencement Date".

15.2.1.4 The Notice of Appeal shall state:

(i) The name of the Appellant;

(ii) The date and subject matter of the proceedings appealed against;

(iii) Details of the Tribunal and its Determination appealed against, including the date on which its Determination was issued; and

(iv) Copies of any documents or other material referred to.

15.2.1.5 At the same time as lodging a Notice of Appeal, the Appellant shall:

(i) Make payment in full of a Deposit, which shall be as follows:

For clubs, and officials and players of clubs, in membership of the Scottish Professional Football League Scottish Premiership – £1000;

For clubs, and officials and players of clubs, in membership of the Scottish Professional Football League Scottish Championship and Leagues One or Two – £500;

For all other men's football clubs, and officials and players of such other clubs – £100;

For all women's football clubs, and officials and players of such clubs - £100;

For all other Appellants – £100.

Notwithstanding the above, no Deposit shall be payable by players or clubs (in relation to a contractual dispute between a player and a club) lodging a Notice of Appeal pursuant to Paragraph 14.4 above or by the Scottish FA pursuant to Paragraph 14.3 above.

(ii) State fully ("Grounds of Appeal"):

On which one or more of the permitted grounds (with reference, where applicable, to Paragraph 14.8 above) the appeal is based; and

The nature and detail of each ground or grounds upon which the Appellant intends to rely.

## 15.2.2 Miscellaneous

15.2.2.1 A failure to deliver a Notice of Appeal and comply with all of the associated requirements in terms of Paragraph 15.2.1 shall result in the forfeiture of a right of appeal.

15.2.2.2 At the Appellate Tribunal's discretion, the Deposit will be forfeited if the appeal is dismissed. The Deposit will be returned to the Appellant if the appeal is successful. If the appeal is partially successful, the return of the Deposit shall be at the discretion of the Tribunal.

15.2.2.3 An Appellant may not rely on any other ground(s) not stated in the Grounds of Appeal.



- 15.2.2.4 A Notice of Appeal can be withdrawn by the Appellant, by notifying the Judicial Panel Secretary in writing of his wish to so withdraw ("Appeal Notice of Withdrawal"). The Appeal Notice of Withdrawal should be sent to the Judicial Panel Secretary before 1pm on the first Working Day prior the Appeal Hearing.
  - 15.2.2.5 Upon the Judicial Panel Secretary's receipt of an Appeal Notice of Withdrawal, the Appeal shall be deemed to be abandoned and the original sanction against which the Appellant made the Appeal will be applied with immediate effect, and shall be final and binding. The Deposit shall be forfeited in such circumstances. The subject matter of an appeal which has been withdrawn may not be re-appealed.
  - 15.2.2.6 A Party who commences an Appeal, which is subsequently withdrawn, in circumstances that suggest an abuse of process and/or a delaying tactic for the sanction originally imposed, may be in breach of the Disciplinary Rules.
- 15.3 Appointment of Appellate Tribunal/Challenge to appointment of an Appellate Tribunal member
- 15.3.1 Subject to Paragraph 15.3.2, the Tribunal Secretary should advise the Parties of the identity of the members appointed to the Appeals Tribunal that will hear and Determine the appeal.
  - 15.3.2 In the case of an appeal under Paragraph 14.3, the Appeals Tribunal shall be appointed as follows:
    - 15.3.2.1 Upon receipt by the Judicial Panel Secretary of the Compliance Officer's Notice of Appeal, the Judicial Panel Secretary shall send to the Referring Party and the Respondent a list of all members of the Judicial Panel who sit from time to time as Appellate Tribunal members, together with an invitation to all Parties to nominate an Appellate Tribunal member, within 7 days of receipt of said invitation.
    - 15.3.2.2 The two members so nominated by the Parties, shall be appointed to the Appellate Tribunal, and such Tribunal Members shall select a third Appellate Tribunal member, who shall be also be selected from the list of all members of the Judicial Panel who sit from time to time as Appellate Tribunal members. Upon selection and prior to confirmation of his appointment, the parties shall be notified of the name of the third Tribunal Member and invited to raise any objections to his appointment within 3 days of the date of delivery of the communication of the third member's name. If no objection is made within 3 days, then the third member so selected shall be appointed. If an objection is made by any Party, then the two existing Tribunal Members, shall instead select and appoint a person who is or has been, a solicitor or advocate of not less than 10 years standing to be the third member of the Appellate Tribunal. The third Appellate Tribunal member shall be the Chairman of the Appellate Tribunal.
    - 15.3.2.3 If either Party fails to nominate a Tribunal Member within such 7 day period, such Appellate Tribunal member shall be selected at random by lot from the pool of Appellate Tribunal members by the Judicial Panel Secretary.
    - 15.3.2.4 If the third member/Chairman fails to be appointed with regard to the provisions set out above, then the third member/Chairman, who shall be, or has been, a solicitor or advocate of not less than 10 years standing, shall be appointed by the President of the Law Society of Scotland, at the written request of either Party. The Party so requesting shall initially bear the nomination fee, but the Appellate Tribunal shall in its sole discretion have the power to order that the nomination fee is paid, or repaid, by any Party.
  - 15.3.3 Any Party having a competent objection to such appointment(s) must communicate its objection(s) to the Appellate Tribunal within three Working Days of receipt of the list of Appellate Tribunal members, or if the Party is not reasonably aware of the facts giving rise to the objection until a later date within three Working Days of the objector becoming aware of the facts. An objection is only competent if:
    - 15.3.3.1 It is made on the ground that an Appellate Tribunal member is not impartial and independent;



- 15.3.3.2 It states the facts on which the objection is based;
  - 15.3.3.3 It is made within appropriate timescale; and
  - 15.3.3.4 Notice is also given to all other Parties of the objection.
- 15.3.4 The Appellate Tribunal, where appropriate under exclusion of the Appellate Tribunal member objected to, shall rule on the legitimacy of any such objection and its Decision shall be final. The Appellate Tribunal may consider the matter itself, or may order a Preliminary Hearing for the purpose. The Appellate Tribunal may confirm or revoke the appointment of the Appellate Tribunal member.
- 15.3.5 The failure to raise an objection to an Appellate Tribunal member's participation in the proceedings within such timescale, shall be an acceptance of the Appellate Tribunal's impartiality and independence to deal with the Case.
- 15.4 Written submissions and other material relied upon
- 15.4.1 By not later than five Working Days prior to the date of the Appeals Hearing, or such earlier time as the Appellate Tribunal may Direct, the Appellant shall lodge with the Tribunal Secretary (or in the case of an appeal under Paragraph 14.3, directly with the Appeals Tribunal), a copy of any written submissions and any other documentary material, including copies of cases upon which the Appellant intends to rely. At the same time such material shall be delivered by the Appellant to the other Party(s).
- 15.4.2 Insofar as the Respondent wishes to rely on written submissions or other documentary material, he shall also lodge such material with the Tribunal Secretary (or in the case of an appeal under Paragraph 14.3, directly with the Appeals Tribunal) by not later than five Working Days prior to the date of the Appeals Hearing, or such earlier time as the Appellate Tribunal may Direct. At the same time such material shall be delivered by the Respondent to the other Party(s).
- 15.4.3 Such items must be provided within such timescales, save where the Appellate Tribunal agrees that in very exceptional circumstances, such items may be provided later. Documents not provided within the relevant timescales may not be relied upon at the hearing, or otherwise in the proceedings, unless, in exceptional circumstances, the Appellate Tribunal allows.
- 15.5 Participation
- 15.5.1 Subject to the express terms of this Protocol, an Appellant, the Respondent and any permitted representative thereof may participate, lodge submissions, make representations and shall be admitted to any hearing in Appeals Proceedings relating to the appeal.
- 15.5.2 In cases of appeal where a third Party, player or club has an interest in the final Determination thereof, such third Party may be entitled to lodge submissions, attend the hearing, and make representations to the Appellate Tribunal, at the Appellate Tribunal's sole discretion. The Appellate Tribunal may arrange a Preliminary Hearing to Determine the interest of any such third Party.
- 15.6 Additional powers of Appellate Tribunals
- 15.6.1 The Appellate Tribunal shall have the power to:
- 15.6.1.1 Affirm the Decision of the appealed Tribunal;
  - 15.6.1.2 Uphold the appeal by setting aside the Determination appealed against and quashing any sanction imposed;
  - 15.6.1.3 Uphold the appeal in part by setting aside part only of the Determination appealed against;
  - 15.6.1.4 Substitute for the Determination appealed against a Determination to find the Appellant to have breached an alternative Disciplinary Rule;

- 15.6.1.5 Order a lesser or an increased sanction to that imposed by the appealed Tribunal;
- 15.6.1.6 Refer the Case or any part of it back to the Tribunal concerned, or to a freshly constituted Tribunal;
- 15.6.1.7 Where it conducts a re-hearing, to re-Determine the Case afresh;
- 15.6.1.8 In relation to Club Licensing Determinations, grant, suspend, refuse to grant or withdraw a Club Licence and, where a Club Licence is granted, to Determine which Category of Club Licence should be awarded; and/or
- 15.6.1.9 Take any step which, in the exercise of its discretion, the Appellate Tribunal considers it would be appropriate to take in order to deal justly with the Case in question.

## 15.7 Re-hearings

15.7.1 Subject to Paragraph 14.6, an appeal shall not be conducted as a re-hearing of the Case, except in the event that:

- 15.7.1.1 A formal written request is made for a re-hearing by the Appellant at the same time as the issue of the Appellant's Notice of Appeal; and
- 15.7.1.2 The Chairman of the Appellate Tribunal consents to such request and Decides that the Appeal Proceedings shall be conducted as a re-hearing, which will not be granted except in exceptional circumstances where:
  - (i) The Grounds of Appeal outline substantive grounds for treating the Case as exceptional and for allowing a re-hearing; and/or
  - (ii) New material evidence is presented along with such request and the Chairman considers that such new material provides exceptional grounds for allowing a re-hearing.

15.7.2 In the event that the Appeals Proceedings are Decided to be conducted as a re-hearing:

- 15.7.2.1 The Appellate Tribunal shall Decide such procedure to be followed in respect of the re-hearing of evidence and may refer to the Guidance Notes at Annex B hereto; and
- 15.7.2.2 For the avoidance of doubt, the Appellate Tribunal shall have the general powers set out in this Protocol, including those powers which may generally be more appropriate for proceedings at first instance.

## 15.8 Appeals procedure

15.8.1 An Appellate Tribunal may Decide the procedure to be followed in respect of Appeals Proceedings.

### 15.8.2 Appeals Hearings

- 15.8.2.1 A hearing for the purpose of dealing with the substance of an appeal shall be referred to as an Appeals Hearing.
- 15.8.2.2 An Appellate Tribunal may have regard to the Guidance Notes for Principal Hearings at Annex B hereto.
- 15.8.2.3 Where Paragraph 15.2.1.2 applies, the Appeals Proceedings should be expedited, so that the Appeals Hearing wherever possible should be held no later than five Working Days from the Appeals Commencement Date.
- 15.8.2.4 There may be circumstances in which one or more Appeals Hearings are appropriate, or where an Appeals Hearing may be continued. In such circumstances, the Chairman may Decide that it is unnecessary to repeat the steps undertaken in previous hearings.

- 15.8.2.5 Save in respect of a re-hearing (for which, see 15.7), the Appellate Tribunal should generally allow the Parties to the appeal to make oral submissions, or comment upon written submissions. Where appropriate, the Parties may be given the opportunity to explain and to supplement submissions, but where this gives rise to substantial injustice in the provision of an opportunity upon another Party(s) to respond to any further matters arising, the Appellate Tribunal shall take such further procedural steps as are appropriate to allow such response. If the Appellate Tribunal considers that the Party has had a fair opportunity to present its position in written submissions prior to the hearing, it may decline to allow supplementary submissions or additional evidence presented at the hearing.
- 15.8.2.6 The Appellate Tribunal's deliberations should be conducted in private. The Appellate Tribunal should consider the submissions and any other relevant material presented to it and Determine the appeal. The Appellate Tribunal may, if required, request the presence of a Party(s) again for further questioning.

### 15.8.3 Determination of appeals

- 15.8.3.1 An Appellate Tribunal may communicate its Determination to Parties verbally or may intimate its Determination subsequently.
- 15.8.3.2 In any event, the Appellate Tribunal's Determination should subsequently be advised in writing to the Parties.
- 15.8.3.3 Where a Determination is communicated verbally, it shall take effect from the date of such communication.
- 15.8.3.4 The Appellate Tribunal's Determination shall be deemed to have been made in Scotland even if it is made, or delivered to or from a place outwith Scotland.
- 15.8.3.5 Where Paragraph 15.2.1.2 applies, the Appeals Tribunal should wherever possible communicate its Determination of the appeal at the conclusion of the Appeals Hearing.
- 15.8.3.6 Subject to Article 15.3, the Appellate Tribunal's Determination shall be final and binding on the parties and there shall be no further right of appeal.

### 15.9 Frivolous appeals and submissions

- 15.9.1 Where a Tribunal considers an appeal, it shall be open to the Tribunal to also consider whether:
  - 15.9.1.1 The individual bringing the appeal had no prospect of success;
  - 15.9.1.2 The appeal is considered by the Tribunal to have been an abuse of process or a delaying tactic for the sanction originally imposed; and/or
  - 15.9.1.3 The appeal is considered by the Tribunal to have been a frivolous claim.
- 15.9.2 If Appeals Proceedings are considered by the Tribunal to fall within the parameters of Paragraph 15.9.1, an additional sanction may be imposed.

## 16. Costs

### 16.1 General

- 16.1.1 As a general rule all Parties shall bear their own costs, subject to the right of the Tribunal to make an award of costs against (i) an Appellant, or (ii) a Party who has referred a Player Reference, as they see fit.

## 16.2 Awards of costs

- 16.2.1 Subject to the terms of Paragraph 14.5, an Appellate Tribunal may make such order as it considers appropriate, as to the liability of an Appellant for the costs of the proceedings, including in respect of the date by which such costs are to be paid.
- 16.2.2 In making such an order under Paragraph 16.2.1 the Appellate Tribunal shall have regard to any such factors as it considers to be appropriate, including:
- 16.2.2.1 Whether the Notice of Appeal was submitted, in the sole view of the Appellate Tribunal, without a prospect of success;
  - 16.2.2.2 Whether, in the sole view of the Appellate Tribunal, the person or body lodging the Notice of Appeal is considered to have sought to delay the imposition of the sanction originally Determined by the submitting of an appeal;
  - 16.2.2.3 Whether, in the sole view of the Appellate Tribunal, the appeal was frivolous; and/or
  - 16.2.2.4 Whether, in the sole view of the Appellate Tribunal, the conduct of the person or body lodging the Notice of Appeal justifies an award of costs against them (including with reference to the factors listed at Paragraph 11.4.5.12).
- 16.2.3 If the proceedings brought by a Player Reference are considered by the Tribunal to fall within the parameters of Paragraph 13.10.1, a Fast Track Tribunal shall have the power to make an order against a player and/or club as it considers appropriate, as to liability for the costs of the proceedings.
- 16.2.4 Such costs shall be agreed by the Parties and/or the Scottish FA or, failing such agreement, as Determined by means of taxation, on the application of a Party or the Scottish FA to the Auditor of the Sheriff Court at Glasgow (the "Auditor of Court") and the Parties and the Scottish FA agree that the Auditor of Court shall have the power to order a Party to pay the costs of the taxation.
- 16.2.5 The costs referred to may include:
- 16.2.5.1 The fees and expenses of the Tribunal members;
  - 16.2.5.2 The costs of conducting any hearings, including outlays;
  - 16.2.5.3 Any outlays incurred by the Scottish FA;
  - 16.2.5.4 The legal expenses and other outlays incurred by the Parties;
  - 16.2.5.5 The fees and expenses of any clerk, agent, employee, expert or other such person appointed by the Tribunal; and/or
  - 16.2.5.6 Any other reasonable costs arising out of the proceedings
- 16.2.6 Where the Tribunal considers it to be appropriate, the Tribunal may order that several Parties are to be jointly and severally liable for the costs awarded.

## 16.3 Liability of bodies acting as dominus litis

- 16.3.1 Where a member or an Associated Person stands behind or finances another member or Associated Person in an appeal under this Protocol, or proceedings raised in the courts or otherwise arising out of proceedings conducted under this Protocol, then a Tribunal or the Secretary may Decide that such person or body is the true dominus litis in respect of such proceedings. In so deciding, the Tribunal or the Secretary may take into account the extent to which the person or body had control over a parties' representation and the extent to which such person or body financed or appeared to have financed a parties' representation, but such factors shall not be essential components of a finding that a person or body has acted as dominus litis.

- 16.3.2 Where a person or body is Decided to be a dominus litus, then the Tribunal or the Secretary may;
- 16.3.2.1 Make an order for security for costs from that person or body;
  - 16.3.2.2 Find the dominus litus liable for any costs awarded in respect of any such proceedings; and/or
  - 16.3.2.3 Retain any sum otherwise due by the Scottish FA to that person or body, including but not limited to any discretionary payments, in respect of any such sum in costs ordered.
- 16.4 Failure by any Party to make payment of costs
- 16.4.1 A Party shall make payment of any sum ordered to be paid in terms of this Section 16 and by such date as the Tribunal may order.
- 16.4.2 A Tribunal shall have the power to Determine that a Party is in breach of this Paragraph 16.4 and may impose such sanction in respect of such breach as is provided for in the Disciplinary Rules.

## **17. Miscellaneous Procedural Rules**

- 17.1 Immunity of Tribunals and the Scottish FA
- 17.1.1 None of the Scottish FA, any Tribunal, nor any member of such Tribunal shall be liable for anything done or omitted in the performance, or purported performance, of their functions in any proceedings in respect of the Protocol.
- 17.1.2 This Rule applies to the Compliance Officer and any other person assisting him and to any clerk, agent, employee, expert or other person or body assisting a Tribunal to perform its functions as it applies to the Tribunal.
- 17.1.3 This Rule also applies to any appointments made in respect of this Protocol, the Judicial Panel or the appointment of Tribunals.
- 17.2 Communications, notifications and deliveries
- 17.2.1 Any communication must comply with the requirements of this Protocol.
- 17.2.2 Any communication or delivery of documentation made to the Compliance Officer shall be made or delivered as follows:
- 17.2.2.1 First class ordinary or recorded or registered delivery to the Compliance Officer at Hampden Park, Glasgow G42 9AY;
  - 17.2.2.2 By hand delivery or courier to the Compliance Officer;
  - 17.2.2.3 By email to the Compliance officer;
  - 17.2.2.4 By fax, marked for the attention of the Compliance Officer at: 0141 616 6001; or
  - 17.2.2.5 By any combination of the above.
- 17.2.3 Any communication or delivery of documentation made to the Judicial Panel, or the Judicial Panel Secretary shall be made or delivered as follows:
- 17.2.3.1 First class ordinary or recorded or registered delivery to the Judicial Panel Secretary at Hampden Park, Glasgow G42 9AY;
  - 17.2.3.2 By hand delivery or courier to the Judicial Panel Secretary;

- 17.2.3.3 By email to the Judicial Panel Secretary;
  - 17.2.3.4 By fax to the Judicial Panel Secretary at: 0141 616 6001; or
  - 17.2.3.5 By any combination of the above.
- 17.2.4 Any communication or delivery of documentation made to the Tribunal or the Tribunal Secretary shall be made or delivered as follows:
- 17.2.4.1 First class ordinary or recorded or registered delivery to the Tribunal Secretary at Hampden Park, Glasgow G42 9AY;
  - 17.2.4.2 By hand delivery or courier to the Tribunal Secretary;
  - 17.2.4.3 By email to the Tribunal Secretary;
  - 17.2.4.4 By fax to the Tribunal Secretary at: 0141 616 6001; or
  - 17.2.4.5 By any combination of the above.
- 17.2.5 Any communication or delivery of documentation made to the Secretary shall be made or delivered as follows:
- 17.2.5.1 First class ordinary or recorded or registered delivery to the Secretary at Hampden Park, Glasgow G42 9AY;
  - 17.2.5.2 By hand delivery or courier to the Secretary;
  - 17.2.5.3 By email to the Secretary;
  - 17.2.5.4 By fax to the Secretary at: 0141 616 6001; or
  - 17.2.5.5 By any combination of the above.
- 17.2.6 Unless otherwise provided within the Protocol, a communication or documentation in respect of the Protocol may be made or delivered by any effective means including:
- 17.2.6.1 By first class ordinary or recorded or registered delivery post;
  - 17.2.6.2 By hand delivery or courier;
  - 17.2.6.3 By email to an intimated email address;
  - 17.2.6.4 By fax to an intimated fax number; or
  - 17.2.6.5 By any combination of the above.
- 17.2.7 A communication or documentation shall be deemed to have been delivered:
- 17.2.7.1 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;
  - 17.2.7.2 If issued by hand or by courier, on the date of delivery upon evidence of delivery by hand or courier;
  - 17.2.7.3 If issued by email or by fax, and upon evidence of sending by email or fax, on the day on which the email or facsimile intimating the Determination was sent;
  - 17.2.7.4 By such other effective means as a Tribunal may allow and Direct during the course of proceedings.

17.2.8 Where a Determination is communicated orally, to Parties at a hearing, it shall be deemed to have been communicated on the date when the communication was made.

### 17.3 Periods of Time

17.3.1 Periods of time are to be calculated for the purpose of the Protocol as follows:

17.3.1.1 Where an act requires to be done within a specified period after or from a specified date or event, the period begins immediately after that date.

17.3.1.2 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 Protocol.

17.3.1.3 Where an act requires to be done by a specified time, all times will be local time, unless otherwise specified.

### 17.4 The status of previous Decisions and Determinations

17.4.1 Whilst Tribunals may, at their sole discretion, give consideration to Decisions and Determinations made by Tribunals in preceding cases to assist them in their consideration, a Tribunal will not normally consider a previous Decision or Determination to be helpful or relevant when deciding the appropriate sanction to be applied.

### 17.5 Confidentiality

17.5.1 Parties agree to keep confidential any information or documentation relating to proceedings arising under this Protocol which is not in the public domain (including but not limited to the identities of the Panel Members) and save where required by law. Parties should take reasonable steps to prevent unauthorised disclosure of such confidential information by any third Party involved in proceedings.

17.5.2 Notwithstanding the provisions of Paragraph 17.5.1, the Scottish FA and/or its officers may publicly disclose the following information:

17.5.2.1 Decisions and Determinations by Tribunals;

17.5.2.2 Issued reasons by Tribunals; and/or

17.5.2.3 Any information or documentation (including but not limited to the identities of the Panel Members) where the Scottish FA, in its sole discretion, considers the public disclosure of such information to be appropriate.

17.5.3 A Tribunal shall have the power to Determine that a Party is in breach of this Paragraph 17.5 and may impose such sanction in respect of such breach as is provided for in the Disciplinary Rules.

### 17.6 Information and personal data

17.6.1 The Scottish FA is the data controller in respect of any personal data provided to the Scottish FA as a result of this Protocol and the Scottish FA will process such personal data in accordance with its obligations under the Data Protection Act 1998.

17.6.2 The Scottish FA will use personal data for the purposes set out in this Protocol. 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 this Protocol, and subject to the consideration of the rights, freedoms and legitimate interests of the data subject.



## 18. Children's Evidence

- 18.1 No witness under the age of 16 may be called to give oral evidence in person or remotely at a Principal Hearing except where permission to do so has been granted by the Tribunal.
- 18.2 Any such permission must be granted by a Tribunal at a Preliminary Hearing. Any such Preliminary Hearing must be requested in writing to the Judicial Panel Secretary, no more than five days after the Date of Commencement, by the Party seeking to lead such evidence
- 18.3 Permission to call a witness under the age of 16 to give oral evidence in person or remotely may only be granted by a Tribunal where all of the following have been satisfied:
  - 18.3.1 The Tribunal deem that the evidence of the witness under the age of 16 cannot reasonably be brought before the Principal Hearing by another means;
  - 18.3.2 The Tribunal have been satisfied that the parents, guardians or carers for the witness have provided written permission that the witness give oral evidence in person or remotely at a Principal Hearing
  - 18.3.3 The Tribunal have been addressed as to whether special measures as referred to in Paragraph 18.4, below, have been requested by the witness. The Tribunal will require to be satisfied that availability of such special measures have been fully discussed with the witness in the company of a parent, guardians or carer. Where such a special measure is requested by a witness the Tribunal must grant that request for a special measure provided they consider that it is in the best interests of the witness to do so and that it is reasonably practicable to employ the special measure requested. Where the Tribunal grant a request for a special measure, the witness may only be called to give oral evidence in person or remotely at a Principal Hearing where that special measure is employed and
  - 18.3.4 The Tribunal are satisfied that the best interests of the witness will not be impaired by giving oral evidence in person or remotely before a Principal Hearing.
- 18.4 Special measures available to a witness under the age of 16 to give evidence in person at a Principal Hearing may include (but not be limited to):
  - 18.4.1 Provision of evidence by televisual or audio link from a remote site
  - 18.4.2 Provision of evidence in person behind screens
  - 18.4.3 Provision of evidence in person in the company of a nominated supporting adult
  - 18.4.4 Any other measure requested by the witness considered appropriate by the Judicial Panel at the Preliminary Hearing
- 18.5 Arrangements and equipment required to implement special measures are the responsibility of the Party calling the witness, and that Party must be responsible for the cost of the same.
- 18.6 Notwithstanding the terms of Paragraphs 18.1 a Party allegedly in breach who is under the age of 16 and who seeks to give oral evidence in person or remotely at a Principal Hearing on their own behalf shall be entitled to do so, provided the Tribunal is satisfied that i) the parents, guardians or carers for the witness have provided written permission that the witness give oral evidence ii) The Tribunal are satisfied that the best interests of the Party will not be impaired by giving oral evidence .
- 18.7 Where the Party allegedly in breach seeks to give oral evidence, the special measures referred to in Paragraph 18.4 may be sought by that Party at a Preliminary Hearing. Any such Preliminary Hearing must be requested in writing to the Judicial Panel Secretary no more than five days after the Date of Commencement.
- 18.8 Where such a special measure is requested by a Party allegedly in breach the Tribunal must grant that request for a special measure provided they consider that it is in the best interests of the Party to do so and that it is reasonably practicable to employ the special measure requested. Where the



Tribunal grant a request for a special measure, the Party may only give oral evidence in person or remotely at the Principal Hearing where that special measure is employed.

- 18.9 Where the Tribunal grant a request by a Party for a Special Measure arrangements and equipment required to implement the special measures are the responsibility of the Compliance Officer who will also be responsible for the cost of the same.
- 18.10 Where a Party allegedly in breach gives oral evidence in person or remotely at the Principal Hearing on their own behalf, the Compliance Officer will only be entitled to cross examine the Party where permission to do so is granted by the Tribunal. This permission shall only be granted where it can be shown that the evidence of the Party cannot reasonably be tested by any other means.

## **19 Disclosure of Sensitive Documents**

- 19.1 In any case where the Notice of Complaint that has been raised contains an alleged Rule breach involving any form of indecent or sexual conduct, or where the evidence in the Case makes reference to any form of indecent or sexual conduct, the following rules will apply concerning evidential documents in the Case to ensure that the personal data of individuals is protected in accordance with the Data Protection Act 1998;

Any solicitor seeking to represent a Party who has been served with a Notice of Complaint that contains an alleged rule breach involving any form of indecent or sexual conduct, or where the evidence in the case makes reference to any form of indecent or sexual conduct requires to sign an undertaking the form provided for in Annex G and return that to the Compliance Officer before being provided with any documents and/or information in relation to the matter.

- 19.1.1 Unless specifically ordered by the Tribunal, no original documents relating to the Case, and held by the Compliance Officer, whether evidence to be used in the Case or deemed to be unused evidence, shall be provided to the Party or any person instructed to act on behalf of the Party. In the event that the Tribunal so Decides that an original document should be provided to the Party, it shall only be provided in accordance with the terms of this Paragraph 19.
- 19.1.2 No copies of original documents relating to the Case, and held by the Compliance Officer whether evidence to be used in the Case or deemed to be unused evidence, shall be provided to the Party or any person instructed to act on behalf of the Party
- 19.1.3 Subject to the remainder of this Paragraph 19.1.3 and Paragraph 19.1.4 below, copies of original documents relating to the Case, and held by the Compliance Officer, whether evidence to be used in the Case or deemed to be unused evidence, may be provided to a solicitor instructed on behalf of the Party, as long as such solicitor, has signed an undertaking regarding those disclosed documents as specified in Annex G and returned such undertaking to the Compliance Officer.
- 19.1.4 In all other Cases the Party and/or one representative will be allocated a meeting or meetings where reasonable time will be provided to view and make notes upon copies of original documents relating to the Case, and held by the Compliance Officer, whether evidence to be used in the Case or deemed to be unused evidence.
- 19.1.5 In all instances, where the rules specified in paragraph 19.1 above are to be applied the Party must be provided with notification of this fact by the Compliance Officer in the Notice of Complaint.
- 19.2 The arrangements for meetings as outlined in Paragraph 19.1.4, including Determination of how many meetings are necessary, will be governed by the Judicial Panel Secretary and/or Tribunal Secretary at their sole discretion, acting reasonably.
- 19.2.1 The Compliance Officer shall provide the Party with written notice forwarded by e mail or first class post no less than 72 hours notice before any such meeting. The date of these meeting or meetings will be no less than 10 Working Days prior to the Principal Hearing date unless the Party requires a meeting to take place later than that.

- 19.2.2 The Compliance Officer will inform the Party of such meetings by providing the Party with details of the date, time and location of any such meeting.
- 19.2.3 The meetings shall be scheduled between the hours of 09.00 and 17.00 on Working Days, or any other date and time deemed reasonable by the Judicial Panel Secretary and/or Tribunal Secretary taking account the circumstances of the Party .The location for these meeting or meetings will be within Hampden Stadium or any other reasonable location specified by the Judicial Panel Secretary and/or Tribunal Secretary.
- 19.2.4 The length of any meeting or meetings will be Determined by the Judicial Panel Secretary and/or Tribunal Secretary and specified in the written notice of the meeting.
- 19.2.5 At any meeting arranged in accordance with this Paragraph 19 the Party will not be permitted to take a copied image of any document whether by way of photocopier, scanner, camera, camera phone, tablet, lap top computer, or any other method of copying.
- 19.2.6 The meeting or meetings will be supervised by the Compliance Officer or a nominee of the Compliance Officer. The Compliance Officer or his nominee will terminate the meeting if the Party has breached the rules specified in this Paragraph 19 or is otherwise deemed by the Compliance Officer or nominee of the Scottish FA to be behaving unreasonably.

# ANNEX A

## DISCIPLINARY RULES

- 1 This Annex provides details of the Scottish FA's Disciplinary Rules and Scales of Sanctions for breaches of them. It is divided into:  
  
General Disciplinary Rules (Rules 1 to 80)  
Judicial Panel Protocol Rules (Rules 100 to 110)  
Match Discipline of Players, Teams Staff and Officials (Rules 200 to 208)  
Cup Competition Disciplinary Rules (Scottish Cup) (Rules 300 to 311)  
Cup Competition Disciplinary Rules (Scottish FA Youth Cup) (Rules 400 to 407)  
Player Registration Rules (Rules 500-523)  
Intermediary Rules (Rules 600 - 622)  
Pyramid Play-Off Rules (Rules 700 -703)  
Anti-Doping Rules (Rules 800)
2. When issuing a Determination, a Tribunal may apply such number or combination of sanctions as specified in the Disciplinary Rules or the Protocol, and specify such time limit for compliance with each sanction as it considers appropriate.
3. Whilst this Annex provides the sanctions considered generally appropriate in respect of each Rule to a Tribunal, including the scale and Maximum of sanctions generally to apply, a Tribunal may, in exceptional circumstances having regard to the following provisions, apply an alternative sanction not expressly provided for in respect of a particular Rule where it is satisfied that such a sanction is of a nature which may reasonably be considered to be (i) effective in the circumstances, (ii) proportionate to the breach and (iii) dissuasive; with reference to the circumstances of the particular matter and the nature of sanctions expressly provided for in respect of that Rule. Such other sanctions may include (but not be limited to) the following:
  - (a) A censure;
  - (b) Impose a fine on the same scale as set out in respect of the particular Rule or where no scale is provided, with regard to the scale and maximum level of fines set out in Rule 24 of this Annex A;
  - (c) In respect of a match taking place in the Scottish Cup competition, annul the result of the match;
  - (d) In respect of a match taking place in the Scottish Cup competition, order that the match be replayed;
  - (e) Ejection and/or exclusion from the Scottish Cup competition;
  - (f) In respect of a match taking place in the Scottish Cup competition, the awarding of the match (with such deemed score as the Tribunal deems appropriate) to a club;
  - (g) In respect of a match taking place in the Scottish Cup competition, the order of playing a match or matches behind closed doors;
  - (h) In respect of a match taking place in the Scottish Cup competition, the order of the closure of all or part of the club's ground for such period and for such purposes as the Tribunal deems appropriate;
  - (i) In respect of a match taking place in the Scottish Cup competition, the order of playing the match or matches at such ground as The Tribunal thinks appropriate;
  - (j) The order to a club, official, Team Official or other member of Team Staff or player to pay compensation to any club, player or person or Party;
  - (k) The order to a club, official, Team Official or other member of Team Staff or player to comply with any appropriate obligation, Direction, Decision or Determination;

- (l) Cancel or refuse the registration of any player registered or attempted to be registered;
- (m) The order that the club concerned be debarred from registering players for such period and under such conditions as The Tribunal thinks appropriate;
- (n) In respect of a match taking place in the Scottish Cup competition, the order that any person or persons or group of persons be prohibited from attending at such match or matches for such period as it thinks appropriate; and/or
- (o) To make such other Direction, sanction or disposal not expressly provided above, provided that such other sanctions are sanctions contained, in respect of other rules or generally, within the Protocol.

Notwithstanding the provisions of this Paragraph 3, in respect of Rules for which there is a mandatory sanction(s), such mandatory sanction(s) shall be imposed.

4. In respect of the Maximum sanction for a suspension, a Tribunal may, in respect of any Rule, Determine the award of a suspension for any appropriate and proportionate period of time and/or for any number of matches.
5. A Tribunal shall be entitled to defer and/or suspend the effect of any sanction or disposal for such period and on such conditions as it considers appropriate. The Tribunal may: either (1) suspend/defer the whole period of suspension; or (2) suspend/defer part of the period of suspension, in which case the element of the sanction suspended/deferred must not be greater than the length of the immediately imposed element of the said sanction.
6. Unless otherwise indicated, terms shall be given the meanings assigned to them by the Articles and the Protocol.
7. The Scales of Sanctions are divided into:
  - Lower End (LE)
  - Mid Range (MR)
  - Top End (TE)
  - Maximum sanctions
8. Where reference is made to suspension of players and Team Staff, this refers to suspension in terms of Annex C (Disciplinary Procedures for Players) and Annex D (Disciplinary Procedures for Team Staff and Officials), as applicable. Where reference is made to suspension in other contexts, this refers to suspension from full membership and/or participation in all Association Football. Reference is made to Paragraph 11.6.
9. The imposition of fines and other sanctions by the Scottish FA is without prejudice to its legal rights, including in contract and delict.

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
1	5.1	All members shall:	SPFL Scottish Premiership clubs and recognised football bodies	£1,000	£10,000	£100,000	£5,000,000 and/or ejection from the Scottish Cup and/or exclusion from the Scottish Cup and/or any player registration restrictions and/or suspension and/or termination of membership and/or any sanction or disposal not expressly provided above, provided that such other sanctions are sanctions listed in respect of other Rules or at Paragraph 3 to this Annex A.
		(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) the Articles;					
		(ii) this Protocol;					
		(iii) the Cup Competition Rules;					
		(iv) the Registration Procedures;					
		(v) the International Match Calendar;					
		(vi) 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;					
		(f) behave towards the Scottish FA and other members with the utmost good faith.					
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£5,000	£20,000	£1,000,000 and/or ejection/exclusion from the Scottish Cup and/or any player registration restrictions and/or suspension and/or Termination of membership and/or any sanction or disposal not expressly provided above, provided that such other sanctions are sanctions listed in respect of other Rules or at Paragraph 3 to this Annex A.
			Other clubs and recognised football bodies	£100	£1,000	£2,000	£100,000 and/or ejection/exclusion from the Scottish Cup and/or any player registration restrictions and/or suspension and/or Termination of membership and/or any sanction or disposal not expressly provided above, provided that such other sanctions are sanctions listed in respect of other Rules or at Paragraph 3 to this Annex A.

<sup>1</sup> For the avoidance of doubt, this column is indicative only of any Article with which the Rule is associated, but is not prescriptive of the terms of the particular Rule.

<sup>2</sup> The listed sanctions should be read in conjunction with the provisions of introductory Paragraph 3 to this Annex A.

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
2	5.2	Each member shall procure that its officials, its Team Officials and its players act in accordance with Rule 1.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£500,000 and/or suspension.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£1,000	£5,000	£100,000 and/or suspension.
			Others	£100	£500	£1,000	£20,000 and/or suspension.
3	5.2	Each member shall use its best endeavors to procure that its Team Staff its employees and its Team Scout(s) (other than its officials, Team Officials or players) act in accordance with Rule 1.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£500,000 and/or suspension.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£1,000	£5,000	£100,000 and/or suspension.
			Others	£100	£500	£1,000	£20,000 and/or suspension.
4	5.4	Each member shall procure that each of its Team Scouts completes, signs and submits to the Scottish FA the Team Scout Form prior to taking up the post.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£500,000 and/or suspension.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£1,000	£5,000	£100,000 and/or suspension.
			Others	£100	£500	£1,000	£20,000 and/or suspension.

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
5	5.6	Each member shall provide the Scottish FA with all necessary assistance and/or documentation required by the Scottish FA to enable the Scottish FA to exercise fully its rights in terms of Article 5.6.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£50,000 and/or suspension.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£1,000	£5,000	£10,000 and/or suspension.
			Others	£100	£500	£1,000	£2,000 and/or suspension.
6	10.2	No person or body under the jurisdiction of the Scottish FA shall knowingly, recklessly, and/or without reasonable inquiry, (i) provide false, misleading, and/or inaccurate information, or (ii) omit to provide material information; in respect of a person's eligibility as a fit and proper person.	SPFL Scottish Premiership clubs and officials	£1,000	£5,000	£10,000	£1,000,000 fine and/or suspension and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs and officials	£500	£1,000	£5,000	£250,000 and/or suspension and/or termination of membership.
			Others	£100	£500	£1,000	£50,000 and/or suspension and/or termination of Membership.



General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
7	10.3	Members shall intimate any proposed changes to the details of any person listed on the Official Return 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. In the event that any such change(s), appointments 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 and all in accordance with Article 10.	Members	£50	£200	£500	£10,000
8	10.3	Members shall intimate the appointment of any person who is required to be listed on the Official Return 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. In the event that any such change(s), appointments 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 and all in accordance with Article 10.	Members	£50	£200	£500	£10,000

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
9	10.3	Members shall intimate any matter, other than those provided for in Rules 8 and 9 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, 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. In the event that any such change(s), appointments 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 and all in accordance with Article 10.	SPFL Scottish Premiership clubs and officials	£1,000	£5,000	£10,000	£1,000,000 fine and/or suspension and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs and officials	£500	£1,000	£5,000	£250,000 and/or suspension and/or termination of membership.
			Others	£100	£500	£1,000	£50,000 and/or suspension and/or termination of membership.
10	10.4	All members must ensure that all persons required to be specified on the Official Return, in accordance with Article 10, are so specified on the Official Return and any variations thereto.	Members	£100	£500	£1,000	£10,000
11	10.5	A recognised football body shall comply with the terms of Articles 10.3 and 10.4.	Recognised football body	£50	£200	£500	£10,000
12	10.7	Each club in full membership shall register its name, the name of its registered ground and its playing field dimensions and no such club shall remove to another ground without first obtaining the consent of the Board.	clubs	£50	£200	£500	£1,000

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
13	10.7	Any club in full membership wishing to make any alteration to its name, or the name of its registered ground, or its registered ground or its playing field dimensions must first obtain the prior written consent of the Board.	clubs	£50	£200	£500	£1,000
14	10.8	In the event of a 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 the Change of Control shall prepare and deliver to the Scottish FA (in such form as the Scottish FA shall prescribe from time to time) at the time of or prior to the Change of Control a certificate signed by an authorised signatory of the outgoing 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 confirming that they have conducted an investigation into the provenance of the person(s) who is/are prepared to 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 outgoing 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 which prepared the certificate referred to in this Article 10.8 did not act with due care and attention in doing so, the club shall be deemed to be in breach of this Rule 14.	SPFL Scottish Premiership clubs	£5,000	£10,000	£20,000	£1,000,000 and/or suspension and/or termination of membership.
			SPFL Scottish Championship and Leagues One and Two clubs	£1,000	£2,000	£5,000	£250,000 and/or suspension and/or termination of membership.
			Others	£500	£1,000	£2,000	£50,000 and/or suspension and/or termination of membership.

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
15	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.	clubs and recognised football bodies	£500	£1,000	£2,000	£5,000
16		No member shall suffer an insolvency event.	clubs and recognised football bodies	£1,000	£5,000	£10,000	£100,000 and/or ejection from the Scottish Cup and/or exclusion from the Scottish Cup and/or expulsion from participation in the game and/or any player registration restrictions and/or suspension and/or termination of membership and/or any sanction or disposal not expressly provided above, provided that such other sanctions are sanctions listed in respect of other Rules or at Paragraph 3 to this Annex A.
17	12.2	All clubs and recognised football bodies shall consent to the Board's inspection of, and shall provide copies to the Board, all such books, records and details for any purpose as set out in more detail in Article 12.2, including but not limited to Club Licensing.	clubs and recognised football bodies	£500	£1,000	£2,000	£5,000
18	12.3	All payments, benefits or considerations 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 reimbursement 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.	clubs and recognised football bodies	£1,000	£5,000	£10,000	£1,000,000 and/or suspension and/or ejection from the Scottish Cup and/or exclusion from the Scottish Cup and/or any player registration restrictions and/or termination of membership.

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
19	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.	Persons and bodies under the jurisdiction of the Scottish FA	£100	£500	£1,000	£10,000
20	13.2	Except with the prior written consent of the Board, any person who (i) is a member of a club, (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 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. Such reasonable satisfaction is to be Determined in accordance with the criteria set out at Article 13.2.	Persons under the jurisdiction of the Scottish FA	£100	£500	£1,000	£10,000

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
21	13.3	Any club or nominee of a club or 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 is required to notify the Board in writing within 7 days of any event which results, or would result, in it/him being entitled to hold or own, or its/his acquisition or dealing with, securities or shares in excess of 3% of the issued share capital of another club or the holding company of such club.	Persons under the jurisdiction of the Scottish FA	£100	£500	£1,000	£10,000
22		A member shall have its ground accepted by the Board for the current playing Season.	Members	£1,000	£5,000	£10,000	£1,000,000 and/or ejection from the Scottish Cup and/or exclusion from the Scottish Cup and/or any player registration restriction and/or suspension and/or termination of membership.
23		A member shall not become a member of another National Association or of any other body promoting football which is not authorised by the Scottish FA.	Members	£1,000	£5,000	£10,000	£1,000,000 and/or ejection from the Scottish Cup and/or exclusion from the Scottish Cup and/or any player registration restriction and/or suspension and/or termination of membership.

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
24	18.3, 79.1, 79.2 and 95	A recognised football body, club, official, Team Official or other member of Team Staff, player, match official or other person under the jurisdiction of the Scottish FA shall be subject to and shall comply with the Articles, the Laws of the Game and the rules, procedures and regulations, bye-laws and Decisions of the Scottish FA.	SPFL Scottish Premiership clubs and recognised football bodies	£1,000	£10,000	£100,000	£5,000,000 and/or ejection from Scottish Cup and/or exclusion from the Scottish Cup and/or any player registration restrictions and/or suspension and/or termination of membership and/or any sanction or disposal not expressly provided above, provided that such other sanctions are sanctions listed in respect of other Rules or at Paragraph 3 to this Annex A.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£5,000	£20,000	£1,000,000 and/or ejection/exclusion from the Scottish Cup and/or any player registration restrictions and/or suspension and/or Termination of membership and/or any sanction or disposal not expressly provided above, provided that such other sanctions are sanctions listed in respect of other Rules or at Paragraph 3 to this Annex A.
			Other clubs and recognised football bodies	£100	£1,000	£2,000	£100,000 and/or ejection/exclusion from the Scottish Cup and/or any player registration restrictions and/or suspension and/or Termination of membership and/or any sanction or disposal not expressly provided above, provided that such other sanctions are sanctions listed in respect of other Rules or at Paragraph 3 to this Annex A.
			SPFL Scottish Premiership officials	£1,000	£5,000	£20,000	£1,000,000 and/or suspension and/or expulsion from participating in the game.



General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
			SPFL Scottish Championship, Leagues One and Two officials	£500	£2,500	£10,000	£50,000 and/or suspension and/or expulsion from participating in the game.
			Other officials	£100	£500	£1,000	£10,000 and/or suspension and/or expulsion from participating in the game.
			Team Staff and players	2 match suspension	4 match suspension	8 match suspension	Suspension and/or expulsion from participating in the game.
			Match officials	£100	£500	£1,000	£5,000 and/ suspension and/or expulsion from participating in the game.
25	21.1	Subject to the terms of Article 18.4 and the remainder of Article 21.1, 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.	clubs and recognised football bodies	£500	£1,000	£5,000	£50,000

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
26	21.2	Clubs in full membership may not be involved in a friendly match without the prior written approval of the Board.	clubs	£50	£500	£1,000	£50,000
27	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.	clubs and recognised football bodies	£500	£1,000	£5,000	£50,000
28	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.	clubs players	£50	£500	£1,000	£10,000

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
29	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.	clubs players	£50	£500	£1,000	£10,000
30	23	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.	clubs and recognised football bodies	£1,000	2,000	£5,000	£100,000 and/or forfeiture of broadcast fee to Scottish FA.

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
31	26.1	No club, official, Team Official or other member of Team Staff, player, match official or other person under the jurisdiction of the Scottish FA shall gamble in any way on a football match.	SPFL Scottish Premiership clubs	£1,000	£5,000	10,000	£1,000,000 and/or suspension and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£250,000 and/or suspension and/or termination of membership.
			Other clubs	£100	£500	£1,000	£50,000 and/or suspension and/or termination of membership.
			Team Staff and players	3 match suspension	8 match suspension	16 match suspension	£100,000 and/or suspension and/or expulsion from participation in the game.
			officials, match officials and other persons	£500	£1,000	£5,000 and/or suspension	£100,000 and/or suspension and/or expulsion from participation in the game.

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
31A	26.1	No club, official, Team Official or other member of Team Staff, player, match official or other person under the jurisdiction of the Scottish FA shall engage in gambling of any description on football.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£1,000,000 and/or suspension and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£250,000 and/or suspension and/or termination of membership.
			Other clubs	£100	£500	£1,000	£50,000 and/or suspension and/or termination of membership.
			Team Staff and players	3 match suspension	8 match suspension	16 match suspension	£100,000 and/or suspension and/or expulsion from participation in the game.
			officials, match officials and other persons	£500	£1,000	£5,000 and/or suspension	£100,000 and/or suspension and/or expulsion from participation in the game.

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
32	26.2	No club, official, Team Official, other member of Team Staff, player, match official or other person under the jurisdiction of the Scottish FA shall knowingly behave 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.	SPFL Scottish Premiership clubs	£10,000	£50,000	£100,000	£5,000,000 and/or suspension and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£5,000	£25,000	£50,000	£1,000,000 and/or suspension and/or termination of membership.
			Other clubs	£1000	£5,000	£10,000	£200,000 and/or suspension and/or termination of membership.
			Team Staff, players	3 month suspension from all football	6 month suspension from all football	1 year suspension from all football	£1,000,000 and/or suspension and/or expulsion from participation in the game.
			officials, match officials and other persons	£5,000	£10,000	£50,000 and/or suspension	£1,000,000 and/or suspension and/or expulsion from participation in the game.

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
33	27.1	No club, official, Team Official or other member of Team Staff, player, match official or other person under the jurisdiction of the Scottish FA shall directly or indirectly offer or receive a bonus or any other inducement to or from another club, official, player, match official or any other person to influence the result of a match or otherwise affect the conduct of a match.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£1,000,000 and/or suspension and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£250,000 and/or suspension and/or termination of membership.
			Other clubs	£100	£500	£1,000	£50,000 and/or suspension and/or termination of membership.
			Team Staff, officials, players, match official and other persons	£500	£1,000	£5,000	£1,000,000 and/or suspension and/or expulsion from participation in the game.
34	27.2	Any club, official, Team Official or other member of Team Staff, player, referee, match official or any 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.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£25,000 and/or suspension and/or termination of membership.
			Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or termination of membership.



General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
			Team Staff, officials, players, match official and other persons under the jurisdiction of the Scottish FA	£500	£1,000	£5,000	£10,000 and/or suspension and/or expulsion from participation in the game.
35	28.1, 28.2 and 28.3	A club shall take all such steps as are reasonably practicable to ensure the safety, good conduct and good behaviour of its supporters on any ground.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£1,000,000, and/or closure of ground in respect of games in the Scottish Cup and/or suspension.
		A club playing at its own ground or allowing its ground to be used for a match in which it is not participating shall also take all such steps as are reasonably practicable to ensure the safety, good conduct and behaviour of all spectators at that ground.	SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£100,000, and/or closure of ground in respect of games in the Scottish Cup and/or suspension.
		A recognised football body which is directly responsible for organising a match under its jurisdiction shall take all such steps as are reasonably practicable to ensure the safety, good conduct and good behaviour of spectators at such match.	Other clubs	£100	£500	£1,000	£50,000, and/or closure of ground in respect of games in the Scottish Cup and/or suspension.
			SPFL	£1,000	£10,000	£50,000	£1,000,000
		Any misbehaviour by spectators before, during or at the close of a match resulting from the failure of a club or recognised football body to take all reasonably practicable steps to avoid the misbehaviour shall render that club or recognised football body liable to any combination of sanctions provided in this Protocol.	Other recognised football bodies	£100	£500	£1,000	£10,000

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
36	28.5	Abandonment of match due to field invasion by spectators.	SPFL Scottish Premiership clubs	£1,000 and/or declare match void and order replay	£5,000 and/or declare match void and order replay	£10,000 and /or declare match void and order replay	£1,000,000 and/or declare match void and order replay in respect of a match taking place in the Scottish Cup competition.
			SPFL Scottish Championship, Leagues One and Two clubs	£500 and/or declare match void and order replay	£2,500 and/or declare match void and order replay	£5,000 and/ or declare match void and order replay	£100,000 and/or declare match void and order replay in respect of a match taking place in the Scottish Cup competition.
			Other clubs and recognised football bodies	£100 and/or declare match void and order replay	£500 and/ or declare match void and order replay	£1,000 and/ or declare match void and order replay	£50,000 and/or declare match void and order replay in respect of a match taking place in the Scottish Cup competition.

General Disciplinary Rules						
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>			
			Applying to	LE	MR	TE
37	28.5 , 28.6, 28.7 and 28.8	<p>A club playing at its own ground, or allowing its ground to be used for a match in which it is not participating, or a club using a third party club's registered ground for the playing of a match in which it is 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 on the occasion of a match.</p> <p>Each club participating in a match must also 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 club's ground on the occasion of a match.</p> <p>Each club participating in a match must take all such steps as are reasonably practicable to identify any of its supporters who engage in Unacceptable Conduct at a match, and, so far as reasonably practicable, take proportionate disciplinary measures in respect of such supporters.</p>	<p>In all cases clubs may be subject to the following sanctions:</p> <p>(a) A censure;</p> <p>(b) Impose a fine on the same scale as set out in the fines set out in Rule 39 of this Annex A;</p> <p>(c) In respect of a match taking place in the Scottish Cup competition, annul the result of the match;</p> <p>(d) In respect of a match taking place in the Scottish Cup competition, order that the match be replayed;</p> <p>(e) Ejection and/or exclusion from the Scottish Cup competition;</p> <p>(f) In respect of a match taking place in the Scottish Cup competition, the awarding of the match (with such deemed score as the Tribunal deems appropriate) to a club;</p> <p>(g) In respect of a match taking place in the Scottish Cup competition, the order of playing a match or matches behind closed doors;</p> <p>(h) In respect of a match taking place in the Scottish Cup competition, the order of the closure of all or part of the club's ground for such period and for such purposes as the Tribunal deems appropriate;</p> <p>(i) In respect of a match taking place in the Scottish Cup competition, the order of playing the match or matches at such ground as The Tribunal thinks appropriate;</p> <p>(j) The order to a club, official, Team Official or other member of Team Staff or player to pay compensation to any club, player or person or Party;</p> <p>(k) The order to a club, official, Team Official or other member of Team Staff or player to comply with any appropriate obligation, direction, Decision or Determination;</p> <p>(l) Cancel or refuse the registration of any player registered or attempted to be registered;</p> <p>(m) The order that the club concerned be debarred from registering players for such period as it thinks appropriate;</p> <p>(n) In respect of a match taking place in the Scottish Cup competition the order that any person or persons or group of persons be prohibited from attending at such match or matches for such period as it thinks appropriate;</p> <p>(o) To make such other direction, sanction or disposal not expressly provided above, provided that such other sanctions as are contained within the Protocol.</p>			

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
38	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. There shall be a presumption that any material issued, published, distributed and/or sold in such manner was issued, published, distributed and/or sold in the name of and/or with the authority of the body bearing to have issued, published, distributed and/or sold the material.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000
			Other clubs and recognised football bodies	£100	£500	£1,000	£10,000
39	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.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000
			Other clubs and recognised football bodies	£100	£500	£1,000	£10,000

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
40	30.1	Clubs in full membership of the Scottish FA shall submit any proposed change in colour or design of the said club's playing shirt to the Board for prior written approval. Once approved the playing shirt shall be worn and no changes to it shall be made except with prior written permission of the Board. Shirts may only carry advertising subject to the terms of Article 30.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000
			Other clubs	£100	£500	£1,000	£10,000
41	34	Clubs in full membership of the Scottish FA or in membership of an Affiliated Association or an Affiliated National Association, 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 in connection with the registration of players, irrespective of status, under the jurisdiction of the Scottish FA.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Other clubs and recognised football bodies	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
42	35	Clubs in full membership of the Scottish FA 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/or any terms and conditions imposed by the Licensing Committee.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or termination of membership.
			Other clubs and recognised football bodies	£100	£500	£1,000	£10,000 and/or suspension and/or termination of membership.

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
43	45.7	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.	Members	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or termination of membership.
44	52.1, 52.2	<p>For the duration of their term of office, members of the Congress shall:-</p> <p>(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 Protocol, a Committee or sub-committee, FIFA or UEFA;</p> <p>(b) act in the best interests of the Scottish FA and comply with its Code of Conduct at all times;</p> <p>(c) comply with the policies of the Scottish FA as approved by the Board from time to time;</p> <p>(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;</p> <p>(e) perform such functions as are allocated to them, all as specified in these Articles;</p> <p>(f) comply with the principles of natural justice;</p> <p>(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;</p> <p>(h) behave towards the Scottish FA and its members with utmost good faith.</p>	Congress Members	£500	£1,000	£5,000	Permanent removal from the Congress and/or £50,000 and/or order no participation in the game.

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
45	63.6	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.	Members	£1,000	£5,000	£10,000	£1,000,000 and/or suspension and/or termination of membership.
			Congress members, Directors, members of the Non-Professional Game Board or the Professional Game Board or such co-opted person	£500	£1000	£5000	Permanent removal from the Congress and/or the Board and/or the Non-Professional Game Board and/or the Professional Game Board and/or £50,000 and/or order no participation in the game.
46	73.2	All members must comply with their obligations in terms of Article 73.2 in respect of their commercial contracts.	Members except clubs	£5,000	£10,000	£50,000	£100,000
			clubs	£5,000	£10,000	£50,000	£100,000 and/or ejection from Scottish Cup and/or exclusion from the Scottish Cup.
47	73.4	Members shall take all reasonable steps to assist in securing compliance by the Scottish FA with its obligations in implementing the terms of contracts with commercial sponsors, broadcasters, publishers and others.	Members except clubs	£5,000	£10,000	£50,000	£100,000
			clubs	£5,000	£10,000	£50,000	£100,000 and/or ejection from Scottish Cup and/or exclusion from the Scottish Cup.



General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
48	74.1	Any recognised football body, club, official, Team Official or other member of Team Staff, player or match official contemplating any form of sponsorship shall procure that the requirements of the Scottish FA pursuant to the Articles and the Rules of the Scottish Cup shall take precedence over any of its or their obligations to the contemplated sponsor.	clubs	Loss of payment for round	£20,000 and loss of payment for round	£40,000 and loss of payment for round	100,000 and/or loss of payment for round, and/or ejection from Scottish Cup and/or exclusion from Scottish Cup, and/or forfeiture of tie and/or suspension.
			Recognised football bodies	£1,000	£5,000	£10,000	£100,000
			Team Staff, officials, players and match officials	£1,000	£5,000	£10,000	£10,000 and/or suspension.
49	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.	clubs	£1,000	£5,000	£10,000	£100,000 and/or loss of payment for round, and/or ejection from Scottish Cup and/or exclusion from Scottish Cup, and/or forfeiture of tie and/or suspension.
			Recognised football bodies	£1,000	£5,000	£10,000	£100,000

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
50	79.4	A player having signed a registration form of any description shall not sign another unless as authorised elsewhere in the Articles.	Players	6 match suspension (from all football until his club's first team has played the requisite number of matches) and/or further registration invalid	12 match Suspension (from all football until his club's first team has played the requisite number of matches) and/or further registration invalid	18 match Suspension (from all football until his club's first team has played the requisite number of matches) and/or further registration invalid	Suspension from all football and/or further registration invalid.
51	80.1	No club, official, Team Official or other member of Team Staff, Team Scout, player or other person shall, whether 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.	clubs	£500 and/or cancellation of registration	£5,000 and/or cancellation of registration	£20,000 and/or cancellation of registration	£100,000 and/or cancellation of registration and/or payment of appropriate compensation by club in breach of Rule.
			Officials, Team Officials, Team Scouts and other members of Team Staff	£500	£1,000	£5,000	£10,000 and/ or suspension.

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
			Players	6 match suspension (from all football until his club's first team has played the requisite number of matches) and/or cancellation of registration	12 match suspension (from all football until his club's first team has played the requisite number of matches) and/or cancellation of registration	18 match suspension (from all football until his club's first team has played the requisite number of matches) and/or cancellation of registration	Suspension and/or cancellation of registration.
52	80.2	Except as otherwise provided in the Articles, 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.	clubs	£500	£1,000	£5,000	£10,000 and/or suspension.

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
53	80.3	No registered player shall whether 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.	Players	6 match suspension (from all football until his club's first team has played the requisite number of matches)	12 match suspension (from all football until his club's first team has played the requisite number of matches)	18 match suspension (from all football until his club's first team has played the requisite number of matches)	Suspension.
54	80.6	No member (or person instructed by such member) shall 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).	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000
			Other clubs and recognised football bodies	£100	£500	£1,000	£10,000
			Team Staff, officials, players, match officials and other persons	£500	£1,000	£5,000	£50,000

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
55	80.6	No member (or person instructed by such member) shall directly or indirectly approach any manager, coach, trainer or other person involved in the training or management of the team of another member, with a view to offering employment without first obtaining the consent in writing of that other member.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000
			Other clubs and recognised football bodies	£100	£500	£1,000	£10,000
			Team Staff, officials, players, match officials and other persons	£500	£1,000	£5,000	£50,000
56	82.1	No player selected to attend any international or other match arranged by the Scottish FA shall refuse (without good and sufficient cause) to comply with the arrangements for playing in such match or fail to attend such match.	Player	2 match suspension	4 match suspension	8 match suspension	20 match suspension.

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
57	82.1	No club or official shall encourage, instigate or cause a player to breach Rule 56.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	All - £50,000
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	
			Other clubs	£100	£500	£1,000	
			Officials	£500	£1,000	£5,000	
61	86.1	A recognised football body, club, official, Team Official or other member of Team Staff, player, match official or other person under the jurisdiction of the Scottish FA is required to answer a written communication from the Scottish FA timeously. Any such body or person shall comply with all instructions and/or requests regarding delivery of documents or any other form of evidence as are issued by the Scottish FA.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension until answer/compliance.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension until answer/compliance.
			Other clubs and recognised football bodies	£100	£500	£1,000	£10,000 and/or suspension until answer/compliance.
			Officials, Team Officials or other members of team staff, players, match officials and other persons or bodies under the jurisdiction of the Scottish FA	£50	£200	£500	£1,000 and/or suspension until answer/compliance.

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
62	86.2	Any recognised football body, club, official, Team Official or other member of Team Staff, player, match official or other person under the jurisdiction of the Scottish FA must comply with requests by Congress, the Board, the Professional Game Board, the Non-Professional Game Board and each Committee and sub-committee to appear before them as a witness and/or to assist them with their enquiries.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension until answer/compliance.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension until answer/compliance.
			Other clubs and recognised football bodies	£100	£500	£1,000	£10,000 and/or suspension until answer/compliance.
			Team Staff, officials, players, match officials or other persons under the jurisdiction of the Scottish FA	£500	£1,000	£5,000	£50,000 and/or suspension until answer/compliance.
63	87.1	A club, manager, trainer or other official or member of Team Staff or player of any club or any match official shall not accept or receive or permit his 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 written approval of the Scottish FA.	clubs, Team Staff and officials, players and match officials	£100	£500	£1,000	£5,000

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
64	87.2	A club, or any manager, trainer or other official or player of a club, match official 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.	clubs, Team Staff and officials, players and match officials and other persons under the jurisdiction of the Scottish FA	£100	£500	£1,000	£5,000
65	90.1	Match officials having been included within the register of referees shall be subject to and comply with the Articles and to any regulations, statutes, directives, codes or Decisions promulgated or issued by the Board or any other such person as specified in Article 90.1.	Match officials	£50	£100	£1,000	£5,000 and/or expulsion from participation in the game.
66	91.1	A match official 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 the 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 match official.	Match officials	£50	£100	£1,000	£5,000 and/or expulsion from participation in the game.
67	92	No club may pay more than the authorised tariff for the services of a match official from the List of Referees.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£1,000,000 and/or suspension and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£250,000 and/or suspension and/or termination of membership.
			Other clubs	£100	£500	£1,000	£50,000 and/or suspension and/or termination of membership.



General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
68	92	No club may issue more than two complimentary tickets to each of the appointed match officials at any match.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£1,000,000
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£250,000
			Other clubs	£100	£500	£1,000	£50,000
69	92	No match official may accept payment in excess of the authorised tariff for the services of a match official from the List of Referees.	Match officials	£500	£1,000	£5,000	£100,000 and/or expulsion from participation in the game.
70	93	A match official shall not discuss points of play related to a match which are not strictly in accordance with instructions promulgated by the Referee Committee and approved by the Board from time to time.	Match officials	£50	£100	£1,000	£5,000 and/or suspension and/or expulsion from participation in the game.
71	94.1	No recognised football body, club, official, Team Official or other member of Team Staff, player, match official, or other person under the jurisdiction of the Scottish FA shall bring the game into disrepute.	SPFL Scottish Premiership clubs	£1,000	£10,000	£100,000	£5,000,000 and/or ejection from Scottish Cup and/or exclusion from the Scottish Cup and/or any player registration restrictions and/or suspension and/or termination of membership and/or any sanction or disposal not expressly provided above, provided that such other sanctions are sanctions listed in respect of other Rules or at Paragraph 3 to this Annex A.

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
			SPFL Scottish Championship, Leagues One and Two clubs	£1,000	£10,000	£100,000	£1,000,000 and/or ejection/exclusion from the Scottish Cup and/or any player registration restrictions and/or suspension and/or termination of membership and/or any sanction or disposal not expressly provided above, provided that such other sanctions are sanctions listed in respect of other Rules or at Paragraph 3 to this Annex A.
			Other clubs and recognised football bodies	£500	£5,000	£20,000	£100,000 and/or ejection/exclusion from the Scottish Cup and/or any player registration restrictions and/or suspension and/or termination of membership and/or any sanction or disposal not expressly provided above, provided that such other sanctions are sanctions listed in respect of other Rules or at Paragraph 3 to this Annex A.
			SPFL Scottish Premiership officials	£100	£1,000	£2,000	£1,000,000 and/or suspension and/or expulsion from participating in the game.
			SPFL Scottish Championship, Leagues One and Two officials	£1,000	£5,000	£20,000	£50,000 and/or suspension and/or expulsion from participating in the game.
			Other officials	£500	£2,500	£10,000	£10,000 and/or suspension and/or expulsion from participating in the game.

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
			Team Staff and players	2 match suspension	4 match suspension	8 match suspension	Suspension and/or expulsion from participating in the game.
			Match officials and other persons under the jurisdiction of the Scottish FA	£100	£500	£1,000	£5,000 and/ suspension and/or expulsion from participating in the game.
72	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, shall in an interview, a 'blog' on the internet, on a social networking or micro-blogging site, or in any other manner calculated or likely to lead to publicity (i) criticise the Decision(s) and/or 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 (ii) make remarks about such match official(s) which impinge on his character. For the avoidance of doubt this Rule applies (i) whether reported to the Scottish FA by a match official for Misconduct or otherwise, and (ii) where remarks are brought to the Scottish FA's attention, or of which the Scottish FA becomes aware, by whatever manner or means. There shall be a presumption that any material published in such manner was published in the name of and/or with the authority of the person or body bearing to have published the material.	SPFL Scottish Premiership clubs and recognised football bodies	£1,000	£5,000	£10,000	£100,000 and/or suspension.
			SPFL Scottish Championship, Leagues One and Two clubs and recognised football bodies	£500	£2,500	£5,000	£50,000 and/or suspension.
			Other clubs and recognised football bodies	£100	£500	£1,000	£10,000 and/or suspension.
			SPFL Scottish Championship, Leagues One and Two officials	£1,000	£5,000	£10,000	£50,000 and/or 20 match suspension (from all football until his club's first team has played the requisite number of matches).
			Other officials	£500	£2,500	£5,000	£10,000 and/or 20 match suspension (from all football until his club's first team has played the requisite number of matches).

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
			Team Staff and players	2 match suspension	4 match suspension	8 match suspension	20 match suspension.
			Match officials and other persons under the jurisdiction of the Scottish FA	£100	£500	£1,000	£5,000 and/or suspension and/or expulsion from participation in the game.
73		No recognised football body, club, official, Team Official or other member of Team Staff, player, match official or other person under the jurisdiction of the Scottish FA shall in an interview, a 'blog' on the internet, on a social networking or micro-blogging site, or in any other manner calculated or likely to lead to publicity, make comment(s) of a discriminatory or offensive nature based on, but not limited to, race, ethnicity, religion, gender, sexual orientation or disability, or that endorse or encourage foul play or violent Conduct or are otherwise offensive. There shall be a presumption that any material published in such a manner was published in the name of and/or with the authority of the person or body bearing to have published the material.	SPFL Scottish Premiership clubs and recognised football bodies	£1,000	£5,000	£10,000	£100,000 and/or suspension.
			SPFL Scottish Championship, Leagues One and Two clubs and recognised football bodies	£500	£2,500	£5,000	£50,000 and/or suspension.
			Other clubs and recognised football bodies	£100	£500	£1,000	£10,000 and/or suspension.
			SPFL Scottish Premiership officials	£1,000	£5,000	£10,000	£50,000 and/or 20 match suspension (from all football until his club's first team has played the requisite number of matches.)

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
			SPFL Scottish Championship, Leagues One and Two officials	£500	£2,500	£5000	£10,000 and/or 20 match suspension (from all football until his club's first team has played the requisite number of matches.)
			Other officials	£100	£500	£1000	£5,000 and/or 20 match suspension (from all football until his club's first team has played the requisite number of matches.)
			Team Staff and players	2 match suspension	4 match suspension	8 match suspension	20 match suspension.
			Match officials and other persons under the jurisdiction of the Scottish FA	£100	£500	£1,000	£5,000 and/or suspension and/or expulsion from participation in the game.
74	96.2	No club, official, Team Official, other member of Team Staff, or player shall make public comments relating to a match official who has been appointed to a match involving the club of the official, Team Official, other member of Team Staff or player at any time prior to the relevant match.	SPFL Scottish Premiership clubs and recognised football bodies	£1,000	£5,000	£10,000	£100,000 and/or suspension.
			SPFL Scottish Championship, Leagues One and Two clubs and recognised football bodies.	£500	£2,500	£5,000	£50,000 and/or suspension.
			Other clubs and recognised football bodies	£100	£500	£1,000	£10,000 and/or suspension.

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
			SPFL Scottish Premiership officials	£1,000	£5,000	£10,000	£50,000 and/or 20 match suspension (from all football until his club's first team has played the requisite number of matches.)
			SPFL Scottish Championship, Leagues One and Two officials	£500	£2,500	£5,000	£10,000 and/or 20 match suspension (from all football until his club's first team has played the requisite number of matches.)
			Other officials	£100	£500	£1,000	£5,000 and/or 20 match suspension (from all football until his club's first team has played the requisite number of matches.)
			Team Staff and players	2 match suspension	4 match suspension	8 match suspension	20 match suspension.
75	96.2	No match official shall make public comments relating to another match official who has been appointed to any match, at any time prior to the relevant match.	Match official	£100	£500	£1,000	£5,000 and/or 20 match suspension.
76	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 officiating, during and/or directly after a match involving the club of the official, Team Official, other member of Team Staff or player.	SPFL Scottish Premiership officials	£1,000	£5,000	£10,000	£100,000 and/or suspension.
			SPFL Scottish Championship, Leagues One and Two officials Other officials	£500	£2,500	£5,000	£50,000 and/or suspension.

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
			Team Staff and players	£100  4 match suspension (for recognised team and all other football meantime)	£500  8 match suspension (for recognised team and all other football meantime)	£1,000  16 match suspension (for recognised team and all other football meantime)	£100,000 and/or suspension.  £50,000 and/or suspension.
77	96.6	A recognised football body, club, official, Team Official, other member of Team Staff, player, match official or other person under the jurisdiction of the Scottish FA shall, at all times, act in the best interests of Association Football. Furthermore such person or body 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.	SPFL Scottish Premiership clubs and recognised football bodies	£1,000	£5,000	£10,000	£1,000,000 and/or suspension and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs and recognised football bodies	£500	£2,500	£5,000	£500,000 and/or suspension and/or termination of membership.
			Other clubs and recognised football bodies	£100	£500	£1,000	£100,000 and/or suspension and/or termination of membership.

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
			SPFL Scottish Premiership officials	£1,000	£5,000	£10,000	£50,000
			SPFL Scottish Championship, Leagues One and Two officials	£500	£2,500	£5,000	£10,000
			Other officials	£100	£500	£1,000	£5,000
			Team Staff and players	2 match suspension (for recognised team and all other football meantime)	4 match suspension (for recognised team and all other football meantime)	8 match suspension (for recognised team and all other football meantime)	Suspension (for recognised team and all other football meantime.)
			Other persons	£100	£500	£1,000	£5,000
			Match official	£100	£500	£1,000	£5,000 and/or 20 match suspension and/or expulsion from participation in the game.



General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
78	99.12 and 99.15	No member or Associated Person shall take a dispute which is referable to arbitration in terms of Article 99 to a court of law except as expressly permitted by the terms of Article 99.	SPFL Scottish Premiership clubs and recognised football bodies	£1,000	£5,000	£10,000	£1,000,000 and/or suspension and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs and recognised football bodies	£500	£2,500	£5,000	£500,000 and/or suspension and/or termination of membership.
			Other clubs and recognised football bodies	£100	£500	£1,000	£100,000 and/or suspension and/or termination of membership.
			SPFL Scottish Premiership officials	£1,000	£5,000	£10,000	£50,000
			SPFL Scottish Championship, Leagues One and Two officials	£500	£2,500	£5,000	£10,000
			Other officials	£100	£500	£1,000	£5,000

General Disciplinary Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
			Team Staff and players	2 match suspension	4 match suspension	8 match suspension	Suspension.
			Other persons	£100	£500	£1,000	£5,000
			Match official	£100	£500	£1,000	£5,000 and/or suspension and/or expulsion from participation in the game.
78A		No official, Team Official, member of Team Staff, match official, or other person under the jurisdiction of the Scottish FA (with the exception of players), who has attained the age of 18 years, shall engage in sexual activity with a player, Team Official, or member of Team Staff who is under the age of 18 years.	Team Staff, officials, match officials and other persons under the jurisdiction of the Scottish FA	£500	£1,000	£5,000	£10,000 and/or suspension and/or expulsion from participation in the game.
78B		No official, Team Official, member of Team Staff, match official, or other person under the jurisdiction of the Scottish FA (with the exception of players), who has attained the age of 18 years, shall communicate in person, by telephone, text message, e mail, social media or any other means, in a manner aimed at developing a sexual relationship with a player, Team Official, or member of Team Staff who is under the age of 18 years.	Team Staff, officials, match officials and other persons under the jurisdiction of the Scottish FA	£500	£1,000	£5,000	£10,000 and/or suspension and/or expulsion from participation in the game.

General Disciplinary Rules								
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>					
			Applying to	SPFL Scottish Premiership	SPFL Scottish Championship	SPFL Leagues One and Two	SHFL and SLFL Clubs	All Other Clubs
79		<p>For the purposes of the review of player misconduct within clubs, a club's Club Average shall not exceed the relevant League Average by one point or more (but less than two points).</p> <p>Where a club is a Rule 79 Defaulting Club, in accordance with Annex E, that club shall be in breach of this Rule 79.</p> <p>Where a club has been found to be a Rule 79 Defaulting Club (previously Rule 73 and/or 88 Defaulting Club) in any of the preceding three Seasons, the following percentage uplifts shall apply to the sanction awarded:</p> <p>1st Season repeat offender – 20%</p> <p>2nd Season repeat offender – 40%</p> <p>3rd Season repeat offender – 60%</p>	clubs	£5,000	£2,000	£1,000	£250	£150

General Disciplinary Rules								
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>					
			Applying to	SPFL Scottish Premiership	SPFL Scottish Championship	SPFL Leagues One and Two	SHFL and SLFL Clubs	All Other Clubs
80		<p>For the purposes of the review of player misconduct within clubs, a club's Club Average shall not exceed the relevant League Average by two points or more.</p> <p>Where a club is a Rule 80 Defaulting Club, in accordance with Annex E, that club shall be in breach of this Rule 80.</p> <p>Where a club has been found to be a Rule 80 Defaulting Club (previously Rule 74 and/or 89 Defaulting Club) in any of the preceding three Seasons, the following percentage uplifts shall apply to the sanction awarded:</p> <p>1st Season repeat offender – 20%</p> <p>2nd Season repeat offender – 40%</p> <p>3rd Season repeat offender – 60%</p>	clubs	£7,500	£3,000	£1,500	£375	£225

Judicial Panel Protocol Rules							
Rule No.	Judicial Panel Protocol <sup>3</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
100	5.5.1	All parties must respond to requests or correspondence received from the Compliance Officer as soon as possible, to enable the Compliance Officer to exercise his functions under the Protocol.	Persons under the jurisdiction of the Scottish FA	£50	£200	£500	£1,000 and/or suspension until answer/compliance.
101	8.5.5	When so requested by a Tribunal, or the Scottish FA, any member and/or Associated Person must deliver or procure the delivery of any Electronic Evidence, as requested by the Tribunal or the Scottish FA. For the avoidance of doubt, such delivery may be effected by email, where email delivery is effective in transmitting the Electronic Evidence to the Tribunal and/or the Scottish FA. Members and/or Associated Persons must deliver such Electronic Evidence to the Tribunal or the Scottish FA in line with the time limits set out at paragraph 8.5.5 of the Protocol.	Persons under the jurisdiction of the Scottish FA	£50	£200	£500	£1,000 and/or suspension until answer/compliance.
102	8.5.6	All participants in Association Football in Scotland submitting to the Articles and Disciplinary Rules shall deliver any such evidence as is reasonably requested by a Tribunal and/or the Scottish FA, to them within such time as is reasonably requested.	Persons under the jurisdiction of the Scottish FA	£50	£200	£500	£1,000 and/or suspension until answer/compliance.

<sup>2</sup> The listed sanctions should be read in conjunction with the provisions of introductory Paragraph 3 to this Annex A.

<sup>3</sup> For the avoidance of doubt, this column is indicative only of any provision of this Protocol with which this Rule is associated, but is not prescriptive of the terms of the particular Rule.

Judicial Panel Protocol Rules							
Rule No.	Judicial Panel Protocol <sup>3</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
103	8.5.7	All members and/or Associated Persons and/or any other person under the jurisdiction of the Scottish FA must comply with requests by the Compliance Officer and/or Tribunals to appear before the Tribunal as a witness and/or to assist the Tribunal in their enquiries. A Tribunal shall have the power to Determine that a member and/or Associated Person is in breach of this Rule.	SPFL Scottish Premiership clubs and recognised football bodies	£1,000	£5,000	£10,000	£100,000 and/or suspension until compliance.
			SPFL Scottish Championship, Leagues One and Two clubs and recognised football bodies	£500	£2,500	£5,000	£50,000 and/or suspension until compliance.
			Other clubs and recognised football bodies	£100	£500	£1,000	£10,000 and/or suspension until compliance.
			SPFL Scottish Premiership officials	£1,000	£5,000	£10,000	£50,000 and/or suspension until compliance.
			SPFL Scottish Championship, Leagues One and Two officials	£500	£2,500	£5,000	£10,000 and/or suspension until compliance.
			Other officials	£100	£500	£1,000	£5,000 and/or suspension until compliance.

Judicial Panel Protocol Rules							
Rule No.	Judicial Panel Protocol <sup>3</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
			Team Staff and players	2 match suspension (for recognised team and all other football meantime)	4 match suspension (for recognised team and all other football meantime)	8 match suspension (for recognised team and all other football meantime)	Suspension until compliance and then a further period of suspension.
			Match officials and other persons under the jurisdiction of the Scottish FA	£100	£500	£1,000	£5,000 and/or suspension until compliance.
104	9.2.1	Any club which is served with a Notice of Complaint in respect of one of their Team Officials/Team Staff/officials/players/Scouts must immediately deliver such notice to the individual concerned.	club	£50	£200	£500	£1,000 and/or suspension until compliance.

Judicial Panel Protocol Rules							
Rule No.	Judicial Panel Protocol <sup>3</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
105	10.5.3	Any Party who is subject to a Direction from a Tribunal must follow that Direction as so Directed by the Tribunal. Any Party who fails to do so, may be found to be in breach of this Rule.	SPFL Scottish Premiership clubs and recognised football bodies	£1,000	£5,000	£10,000	£100,000 fine and/or suspension until compliance.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 fine and/or suspension until compliance.
			Other clubs and recognised football bodies	£100	£500	£1,000	£10,000 fine and/or suspension until compliance.
			SPFL Scottish Premiership officials	£1,000	£5,000	£10,000	£50,000 fine and/or suspension until compliance.
			SPFL Scottish Championship, Leagues One and Two officials	£500	£2,500	£5,000	£10,000 fine and/or suspension until compliance.
			Other officials	£100	£500	£1,000	£5,000 fine and/or suspension until compliance and then a further period of suspension.



Judicial Panel Protocol Rules							
Rule No.	Judicial Panel Protocol <sup>3</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
			Team Staff and players	2 match suspension (for recognised team and all other football meantime)	4 match suspension (for recognised team and all other football meantime)	8 match suspension (for recognised team and all other football meantime)	Suspension until compliance and then a further period of suspension.
			Match officials and other persons under the jurisdiction of the Scottish FA	£100	£500	£1,000	£5,000 fine and/or suspension until compliance.
106	10.11.2	Subject to any applicable rights of appeal, any Determination must be complied with by members and Associated Persons.	Recognised football bodies, clubs, officials, Team Staff players, match officials and other persons under the jurisdiction of the Scottish FA	50% uplift applied to original sanction (match suspensions to be rounded up)	100% uplift applied to original sanction (match suspensions to be rounded up)	150% uplift applied to original sanction (match suspensions to be rounded up)	400% uplift applied to original sanction and suspension until compliance (match suspensions to be rounded up.)

Judicial Panel Protocol Rules							
Rule No.	Judicial Panel Protocol <sup>3</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
107	13.3.4.4, 15.2.2.6	A Party who commences a Player Reference or an Appeal, which is subsequently withdrawn, in circumstances that suggest an abuse of process and/or a delaying tactic for the sanction originally imposed, may be in breach of this Rule.	Recognised football bodies, clubs, officials, Team Staff players, match officials and other persons under the jurisdiction of the Scottish FA	50% uplift applied to original sanction (match suspensions to be rounded up)	100% uplift applied to original sanction (match suspensions to be rounded up)	150% uplift applied to original sanction (match suspensions to be rounded up)	400% uplift applied to original sanction (match suspensions to be rounded up.)
108	13.3.2	All cheques submitted according to paragraph 13.3.2 of the Protocol, must be accepted by the relevant financial institution for transfer of the relevant funds.	clubs	£50	£200	£500	£1,000 and/or suspension until compliance.
109	16.4.1	When ordered to make a payment of any sum by the Tribunal, all costs and payments must be met in accordance with the dates set out by the Tribunal.	Persons under the jurisdiction of the Scottish FA	50% uplift applied to original sum	100% uplift applied to original sum	150% uplift applied to original sum	400% uplift applied to original sum.
110	17.5.1	All Parties must keep confidential any information or documentation relating to Proceedings arising under this Protocol which is not in the public domain (including but not limited to the identities of the Panel Members), save where disclosure is allowed under the Protocol and/or required by law.	Associations, Leagues or other combinations of clubs, clubs, Team Staff, officials, players, match officials and other persons under the jurisdiction of the Scottish FA	£500	£1,000	£5,000	£10,000 and/or suspension.

Rules Relating to Match Discipline of Players, Team Staff and Officials							
Rule No.		Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
200		No player shall commit offences in the Schedule of Offences in Annex C. (Such offences may be dealt with by a Fast Track Tribunal following a CO Reference under the Protocol.)	Players	Mandatory suspension applied in accordance with Annex C.			
201		No player shall cause a match official to make an incorrect Decision and/or support an error of judgment on the part of a match official by an act of simulation which results in that player's team being awarded a penalty kick and/or an opponent being dismissed and/or any other substantial advantage being gained.	Players	2 match mandatory suspension, effective immediately to the player's Recognised Team's next two matches, irrespective of competition.			

Rules Relating to Match Discipline of Players, Team Staff and Officials							
Rule No.		Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
202		No player shall commit Excessive Misconduct at a match.	Players	4 match suspension (all football) (including automatic suspension already imposed for the offence, if applicable)	8 match suspension (all football) (including automatic suspension already imposed for the offence, if applicable)	16 match suspension (all football) (including automatic suspension already imposed for the offence, if applicable)	Suspension (all football) (including automatic suspension already imposed for the offence, if applicable.)
203		No member of Team Staff shall commit Misconduct at a match.	Team Staff	2 match suspension	5 match suspension	10 match suspension	Suspension (all football.)
204		Where three or more players and/or members of Team Staff from one team are involved in a confrontation with opposing players and/or members of Team Staff of the opposing team during and/or directly after a match.	SPFL Scottish Premiership clubs  SPFL Scottish Championship, Leagues One and Two clubs  Other clubs	£500  £250  £100	£2500  £1000  £500	£5000  £2500  £1000	£10,000  £5000  £2500

Rules Relating to Match Discipline of Players, Team Staff and Officials							
Rule No.		Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
205		Where three or more players and/or members of Team Staff from one team approach a match official in a confrontational manner during and/or directly after a match.	SPFL Scottish Premiership clubs	£500	£2500	£5000	£10,000
			SPFL Scottish Championship, Leagues One and Two clubs	£250	£1000	£2500	£5000
			Other clubs	£100	£500	£1000	£2500
206		No player or member of Team Staff shall make physical contact with a match official in an aggressive manner during and/or directly after a match.	Players, Team Staff	4 match suspension (all football) (including automatic suspension already imposed for the offence, if applicable)	8 match suspension (all football) (including automatic suspension already imposed for the offence, if applicable)	16 match suspension (all football) (including automatic suspension already imposed for the offence, if applicable)	Suspension (all football) (including any automatic suspension already imposed for the offence, if applicable.)
207		No official shall commit Misconduct at a match.	SPFL Scottish Premiership officials	£1,000	£5,000	£10,000	£50,000

Rules Relating to Match Discipline of Players, Team Staff and Officials							
Rule No.		Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
			SPFL Scottish Championship, Leagues One and Two officials	£500	£2,500	£5,000	£10,000
			Other officials	£100	£500	£1,000	£5,000
208		No player or member of Team Staff shall breach a suspension and no club or Football Academy shall allow a player or member of Team Staff to breach a suspension.	Players and Team Staff	Mandatory Re-imposition of the period of the suspension Determined not to have been served and 3 match suspension	Mandatory Re-imposition of the period of the suspension Determined not to have been served and 6 match suspension	Mandatory Re-imposition of the period of the suspension Determined not to have been served and 8 match suspension	20 match suspension.
			SPFL Scottish Premiership clubs	£500	£1,000	£5,000	£50,000
			SPFL Scottish Championship, Leagues One and Two clubs and Football Academies	£250	£500	£1,000	£10,000
			Other clubs	£100	£200	£500	£1,000

Cup Competition Disciplinary Rules (Scottish Cup)							
Rule No.	The Scottish Cup Rules <sup>4</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
300	71	Sponsorship and Broadcasting Matters - All clubs shall observe the terms of Scottish Cup Rule 7.1.	clubs	Fine equivalent to loss of payment for round	Fine equivalent to loss of payment for round plus £20,000	Fine equivalent to loss of payment for round plus £40,000	Fine equivalent to loss of payment for round plus £100,000 and/or ejection from the Scottish Cup and/or exclusion from the Scottish Cup and/or suspension.
301	14	Number of players and substitutes - A club's team list must include two designated goalkeepers, one of whom must be named as a substitute.	clubs	Fine equivalent to loss of payment for round	Fine equivalent to loss of payment for round plus £5,000	Fine equivalent to loss of payment for round plus £10,000	Fine equivalent to loss of payment for round plus £20,000 and/or ejection from the Scottish Cup and/or exclusion from the Scottish Cup.
302	14	Number of players and substitutes - A club may not play or list as a named substitute any player who in the same Season has already played (as one of the 11 starting players or a fielded substitute) for another club in the Competition.	clubs	Mandatory ejection from the Scottish Cup and/or loss of payment for the round and/or exclusion from the Scottish Cup	Mandatory ejection from the Scottish Cup and/or fine up to £5,000 and/or loss of payment for the round and/or exclusion from the Scottish Cup	Mandatory ejection from the Scottish Cup and/or fine up to £10,000 and/or loss of payment for the round and/or exclusion from the Scottish Cup	Mandatory ejection from the Scottish Cup and/or fine up to £100,000 and/or loss of payment for the round and/or exclusion from the Scottish Cup.

<sup>2</sup> The listed sanctions should be read in conjunction with the provisions of introductory Paragraph 3 to this Annex A.

<sup>4</sup> For the avoidance of doubt, this column is indicative only of the relevant Scottish Cup Rule with which this Rule is associated, but is not prescriptive of the terms of the particular Rule.

Cup Competition Disciplinary Rules (Scottish Cup)							
Rule No.	The Scottish Cup Rules <sup>4</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
303	15(a), 15(b), 15(c), 15(d) 16 (a), 16(b) and 17	Eligibility – clubs shall observe the terms of Scottish Cup Rules 15(a), 15(b), 15(c), 15(d) 16(a), 16(b) and 17	clubs	Mandatory ejection from the Scottish Cup and/or loss of payment for the round and/or exclusion from the Scottish Cup	Mandatory ejection from the Scottish Cup and/or fine up to £5,000 and/or loss of payment for the round and/or exclusion from the Scottish Cup	Mandatory ejection from the Scottish Cup and/or fine up to £10,000 and/or loss of payment for the round and/or exclusion from the Scottish Cup	Mandatory ejection from the Scottish Cup and/or fine up to £100,000 and/or loss of payment for the round and/or exclusion from the Scottish Cup.
304	20(a)	Appointment of match officials - A club may not refuse to accept the services of any match officials appointed by the Board or by the Secretary.	clubs	Ejection from the Scottish Cup and/or loss of payment for the round and/or exclusion from the Scottish Cup	Ejection from the Scottish Cup and/or fine up to £5,000 and/or loss of payment for the round and/or exclusion from the Scottish Cup	Ejection from the Scottish Cup and/or fine up to £10,000 and/or loss of payment for the round and/or exclusion from the Scottish Cup	Ejection from the Scottish Cup and/or fine up to £100,000 and/or loss of payment for the round and/or exclusion from the Scottish Cup.



Cup Competition Disciplinary Rules (Scottish Cup)							
Rule No.	The Scottish Cup Rules <sup>4</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
305	21	Registered Colours – clubs shall observe the terms of Scottish Cup Rule 21.	clubs	Fine equivalent to loss of payment for round	Fine equivalent to loss of payment for round plus £5,000	Fine equivalent to loss of payment for round plus £10,000	Fine equivalent to loss of payment for round plus £20,000.
306	22	Team Lines – clubs shall observe the terms of Scottish Cup Rule 22.	clubs	Fine equivalent to loss of payment for round	Fine equivalent to loss of payment for round plus £5,000	Fine equivalent to loss of payment for round plus £10,000	Fine equivalent to loss of payment for round plus £20,000.
307	25	Match Unfinished – clubs shall observe the terms of Scottish Cup Rule 25.	clubs	Fine equivalent to loss of payment for round and order to replay match	Fine equivalent to loss of payment for round plus £5,000 and order to replay match	Fine equivalent to loss of payment for round plus £10,000 and order to replay match	Fine equivalent to loss of payment for round plus £20,000 and order to replay match.

Cup Competition Disciplinary Rules (Scottish Cup)							
Rule No.	The Scottish Cup Rules <sup>4</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
308	27(a)	Condition of Ground – clubs shall observe the terms of Scottish Cup Rule 27(a) in relation to pitch inspections.	clubs	Ejection from the Scottish Cup and/or loss of payment for the round and/or exclusion from the Scottish Cup	Ejection from the Scottish Cup and/or fine up to £5,000 and/or loss of payment for the round and/or exclusion from the Scottish Cup	Ejection from the Scottish Cup and/or fine up to £10,000 and/or loss of payment for the round and/or exclusion from the Scottish Cup	Ejection from the Scottish Cup and/or fine up to £100,000 and/or loss of payment for the round and/or exclusion from the Scottish Cup.
309	27(c)	Condition of Ground – clubs shall not use a ground which is unfit for Competition tie purposes for any other match on the same day.	clubs	Ejection from the Scottish Cup and/or loss of payment for the round and/or exclusion from the Scottish Cup	Ejection from the Scottish Cup and/or fine up to £5,000 and/or loss of payment for the round and/or exclusion from the Scottish Cup	Ejection from the Scottish Cup and/or fine up to £10,000 and/or loss of payment for the round and/or exclusion from the Scottish Cup	Ejection from the Scottish Cup and/or fine up to £100,000 and/or loss of payment for the round and/or exclusion from the Scottish Cup.

Cup Competition Disciplinary Rules (Scottish Cup)							
Rule No.	The Scottish Cup Rules <sup>4</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
310	30	Refusal or Failure to play – No club shall refuse or fail to play the club against which it is drawn.	clubs	Mandatory ejection from the Scottish Cup and/or loss of payment for the round and/or exclusion from the Scottish Cup	Mandatory ejection from the Scottish Cup and/or fine up to £5,000 and/or loss of payment for the round and/or exclusion from the Scottish Cup	Mandatory ejection from the Scottish Cup and/or fine up to £10,000 and/or loss of payment for the round and/or exclusion from the Scottish Cup	Mandatory ejection from the Scottish Cup and/or fine up to £100,000 and/or loss of payment for the round and/or exclusion from the Scottish Cup.
311	34	Infringement of Rules – All clubs, officials, players or other persons under the jurisdiction of the Scottish FA shall adhere to the Cup Competition Rules.	clubs	Ejection from the Scottish Cup and/or fine up to £1,000 and/or loss of payment for the round and/or Order to replay a match (at a time and venue and subject to whatever	Ejection from the Scottish Cup and/or fine up to £5,000 and/or loss of payment for the round and/or Order to replay a match (at a time and venue and subject to whatever conditions	Ejection from the Scottish Cup and/or fine up to £10,000 and/or loss of payment for the round and/or Order to replay a match (at a time and venue and subject to whatever	Ejection from the Scottish Cup and/or fine up to £100,000 and/or loss of payment for the round and/or Order to replay a match (at a time and venue and subject to whatever conditions (including as to allocation of financial benefits and liabilities) as deemed appropriate by the Tribunal at their absolute discretion) and/or exclusion from the Scottish Cup.

Cup Competition Disciplinary Rules (Scottish Cup)							
Rule No.	The Scottish Cup Rules <sup>4</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
			Officials, players, other persons	<p>conditions (including as to allocation of financial benefits and liabilities) as deemed appropriate by the Tribunal at their absolute discretion) and/ or exclusion from the Scottish Cup</p> <p>£500</p>	<p>(including as to allocation of financial benefits and liabilities) as deemed appropriate by the Tribunal at their absolute discretion) and/ or exclusion from the Scottish Cup</p> <p>£1,000</p>	<p>conditions (including as to allocation of financial benefits and liabilities) as deemed appropriate by the Tribunal at their absolute discretion) and/ or exclusion from the Scottish Cup</p> <p>£5,000</p>	£100,000 and/or suspension

Cup Competition Disciplinary Rules (Scottish FA Youth Cup)							
Rule No.	The Scottish FA Youth Cup Rules <sup>5</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
400	16	Eligibility of Players – clubs must observe the terms of Scottish FA Youth Cup Rule 16.	clubs	Mandatory ejection and/or exclusion from the Scottish FA Youth Cup	Mandatory ejection and/or exclusion from the Scottish FA Youth Cup	Mandatory ejection and/or exclusion from the Scottish FA Youth Cup	Mandatory ejection and/or exclusion from the Scottish FA Youth Cup.
401	17	Number of Players and Substitutes - A club may not play or list as a fielded substitute any player who in the same Season has already played or been a named substitute for another club in the Competition.	clubs	Mandatory ejection and/or exclusion from the Scottish FA Youth Cup	Mandatory ejection and/or exclusion from the Scottish FA Youth Cup	Mandatory ejection and/or exclusion from the Scottish FA Youth Cup	Mandatory ejection and/or exclusion from the Scottish FA Youth Cup.
402	18	Team Lines – clubs must observe the terms of Scottish FA Youth Cup Rule 18.	clubs	£100	£500	£1,000	£10,000 and/or order to replay match.

<sup>2</sup> The listed sanctions should be read in conjunction with the provisions of introductory Paragraph 3 to this Annex A.

<sup>5</sup> For the avoidance of doubt, this column is indicative only of the relevant Scottish Youth Cup Rule with which this Rule is associated, but is not prescriptive of the terms of the particular Rule

Cup Competition Disciplinary Rules (Scottish FA Youth Cup)							
Rule No.	The Scottish FA Youth Cup Rules <sup>5</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
403	19	Appointment of Referees and Assistant Referees - A club may not refuse to accept the services of any match officials appointed by the Board or by the Secretary or the nominated Referee Association.	clubs	Ejection and/or exclusion from the Scottish FA Youth Cup	Ejection and/or exclusion from the Scottish FA Youth Cup	Ejection and/or exclusion from the Scottish FA Youth Cup	Ejection and/or exclusion from the Scottish FA Youth Cup.
404	20	Club Colours – clubs shall observe the terms of Scottish FA Youth Cup Rule 20.	clubs	£100	£500	£1,000	£10,000
405	22(a)	Condition of Ground – clubs shall observe the terms of Scottish FA Youth Cup Rule 22(a) in relation to pitch inspections.	clubs	£100	£500	£1,000	£10,000
406	22(c)	Condition of Ground – clubs shall not use a ground which is unfit for Competition tie purposes for any other match on the same day.	clubs	£100	£500	£1,000	£10,000

Cup Competition Disciplinary Rules (Scottish FA Youth Cup)							
Rule No.	The Scottish FA Youth Cup Rules <sup>5</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
407	25	First Aid Provisions - It is the responsibility of the home or host club to ensure that adequate first aid facilities, requisite equipment and stretcher facilities/carrying chair(s) capable of conveying spectators from seated areas are available for all ties in the Competition and that at least one fully qualified person is present and equipped to administer first aid. The home or host club should take cognisance of the expected attendance and provide additional first aid cover as appropriate for the configuration of the ground.	clubs	£100	£500	£1,000	£10,000

Player Registration Rules							
Rule No.	Registration Procedures <sup>6</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
500	1.1	Clubs, players and other appropriate persons under the jurisdiction of the Scottish FA shall adhere to the provisions of the Registration Procedures and the Supplementary Registration Procedures.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Players	2 match suspension	4 match suspension	8 match suspension	Suspension and/or expulsion from participating in the game.

<sup>2</sup> The listed sanctions should be read in conjunction with the provisions of introductory Paragraph 3 to this Annex A.

<sup>6</sup> For the avoidance of doubt, this column is indicative only of the relevant provision of the Registration Procedures with which this Rule is associated but it is not prescriptive of the terms of the particular Rule.

Player Registration Rules							
Rule No.	Registration Procedures <sup>6</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
501	1.2	No player shall play Association Football in Scotland under the auspices of the Scottish FA unless they are registered in accordance with the Registration Procedures.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Players	2 match suspension	4 match suspension	8 match suspension	Suspension and/or expulsion from participating in the game.
502	1.5	Subject to Paragraph 2.1 of the Registration Procedures, clubs must comply with the appropriate eligibility rules in place for competitions in which they compete.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.



Player Registration Rules							
Rule No.	Registration Procedures <sup>6</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
503	4.1	Every player who has entered into an agreement with a Professional Club, providing for payment to him of wages, shall be registered with the Scottish FA as a Professional Player upon a Registration Form.	Players	2 match suspension	4 match suspension	8 match suspension	Suspension and/or expulsion from participating in the game.
504	5.1	All Professional Clubs shall use the Registration Form to register Professional Players.	Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
505	7.1.3	Other than in relation to agreements between SPFL clubs and their players, and except as otherwise provided for in the Registration Procedures, a club must enter into a written agreement with each player it registers upon the form contained in Annex 6 of the Registration Procedures. No further agreement shall be entered into between such Clubs and players.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.

Player Registration Rules							
Rule No.	Registration Procedures <sup>6</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
506	7.2.4	Other than in relation to agreements between SPFL clubs and their players, and except as otherwise provided for in the Registration Procedures, all payments, benefits, or considerations of any description which are made to a player by or on behalf of a club in respect of or in connection with such 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 which must be submitted to the Scottish FA. No other payments for his playing activities may be made to a player via a third party or otherwise.	Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
507	7.2.5 and 7.2.6	Other than in relation to agreements between SPFL clubs and their players, and except as otherwise provided for in the Registration Procedures, If the services of an Intermediary have been used in contractual negotiations a club Shall ensure that the Intermediary's name and signature appears upon the Agreement contained at Annex 6 of the Registration Procedures.	Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
508	7.4	Other than in relation to agreements between SPFL clubs and their players, and except as otherwise provided for in the Registration Procedures, all clubs who are in full membership of the Scottish FA shall pay their players the basic minimum wage to which he is entitled to under the terms of his written agreement with his club, during any period of suspension, provided that suspension is not in relation to a breach of contract.	Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.

Player Registration Rules							
Rule No.	Registration Procedures <sup>6</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
509	8.1	A player shall not leave his club in violation of his agreement with that club.	Players	2 match suspension	4 match suspension	8 match suspension	Suspension and/or expulsion from participating in the game.
510	8.2	A club shall not dismiss a player in violation of their agreement with that player.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
511	8.3	A club, or any other person under the jurisdiction of the Scottish FA, shall not induce a player to break his agreement with another club.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Other clubs and recognised football bodies	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Players	2 match suspension	4 match suspension	8 match suspension	Suspension and/or expulsion from participating in the game.
			Other individuals under the jurisdiction of the Scottish FA	£100	£500	£1,000	£10,000 and/or expulsion from participating in the game.

Player Registration Rules							
Rule No.	Registration Procedures <sup>6</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
512	8.4	A club, or any other person under the jurisdiction of the Scottish FA, shall not induce a club to break their agreement with a player.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Other clubs and recognised football bodies	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Players	2 match suspension	4 match suspension	8 match suspension	Suspension and/or expulsion from participating in the game.
			Other individuals under the jurisdiction of the Scottish FA	£100	£500	£1,000	£10,000 and/or expulsion from participating in the game.
513	9.2	No club shall pay a Professional Non-Contract Player, a signing on fee, a weekly wage or any payment more than the expenses he effectively incurs in return for his football activity.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.

Player Registration Rules							
Rule No.	Registration Procedures <sup>6</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
514	10.2.2	No club shall pay an Amateur Player, a signing on fee, a weekly wage or any payment more than the expenses he effectively incurs in return for his football activity.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
515	19.1	No club shall enter into a contract which enables any other Party to that contract and/or any other third party to acquire the ability to influence in employment and transfer-related matters its independence, its policies or the performance of its teams.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.

Player Registration Rules							
Rule No.	Registration Procedures <sup>6</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
516	19.3	Subject to Paragraph 19.3 of the Registration Procedures, 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.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
517	20.1	Subject to Paragraph 5 of Annex 9 of the Registration Procedures, a club or an Intermediary (acting on behalf of a club) on behalf of a club, may only approach a player of another club providing either he or the club for whom the Intermediary is acting, has firstly advised, in writing, the player's current club of its/his intention to do so <b>and</b> providing the player has only six months or less of his current contract of employment with his current club, remaining.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.

Player Registration Rules							
Rule No.	Registration Procedures <sup>6</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
517	Annex 8	All clubs shall follow the procedure and obligations set out in Annex 8 when dealing with Compensation Entitlement and Reimbursement of Costs of Training and Development in respect of Professional and Youth Players.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
518	1.1.9 and 1.2.7 of Annex 8	A club which is due to pay compensation as a result of the obligations set out in Annex 8 of the Registration Procedures shall contact the player's former club in writing by Recorded Delivery letter, fax or email within 7 days of the date of signing of the Registration Form to open discussions regarding compensation.	SPFL Scottish Premiership clubs	£100 per week of non-compliance and/or Tribunal Direction to begin negotiations	£300 per week of non-compliance and/or Tribunal Direction to begin negotiations	£1,000 per week of non-compliance and/or Tribunal Direction to begin negotiations	£10,000 per week of non-compliance and/or Tribunal Direction to begin negotiations.
			SPFL Scottish Championship, Leagues One and Two clubs	£50 per week of non-compliance and/or Tribunal Direction to begin negotiations	£150 per week of non-compliance and/or Tribunal Direction to begin negotiations	£500 per week of non-compliance and/or Tribunal Direction to begin negotiations	£5,000 per week of non-compliance and/or Tribunal Direction to begin negotiations.

Player Registration Rules							
Rule No.	Registration Procedures <sup>6</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
			Other clubs	£25 per week of non-compliance and/or Tribunal Direction to begin negotiations	£75 per week of non-compliance and/or Tribunal Direction to begin negotiations	£125 per week of non-compliance and/or Tribunal Direction to begin negotiations	£2,500 per week of non-compliance and/or Tribunal Direction to begin negotiations.
519	Annex 9	All recognised football bodies, clubs, officials, players, Scottish FA Licensed Team Scouts and other persons falling within the jurisdiction of the Scottish FA shall adhere to and follow the registration procedures set out in Annex 9 of the Registration Procedures.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Other clubs and recognised football bodies officials	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Scottish FA Licensed Team Scouts and any other person falling within the jurisdiction of the Scottish FA	£500	£1,000	£5,000	£50,000 and/or suspension and/or expulsion from participation in the game.



Player Registration Rules							
Rule No.	Registration Procedures <sup>6</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
520	2.1 of Annex 9	No club or other person under the jurisdiction of the Scottish FA shall directly approach a player under 16 years of age. Any approach for such a player must be via his parent(s)/guardian(s) <b>and</b> only after the procedure set out in Annex 9 of the Registration Procedures has been observed.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Scottish FA Licensed Team Scouts and any other person falling within the jurisdiction of the Scottish FA	£500	£1,000	£5,000	£50,000 and/or suspension and/or expulsion from participation in the game.
521	5.1 of Annex 9	Subject to the terms of Paragraph 5.1 of Annex 9 of the Registration Procedures, 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.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.

Player Registration Rules							
Rule No.	Registration Procedures <sup>6</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
522	5.2 of Annex 9	A player who is registered as an Amateur Player with a club participating within the Club Academy Scotland Programme, shall not, either directly or indirectly, make any approach to another club.	SPFL Scottish Premiership players	£100	£300	£1,000	£10,000
			SPFL Scottish Championship, Leagues One and Two players	£50	£150	£500	£5,000
			Other players	£25	£75	£250	£2,500
523	Annex 11	No club or person under the jurisdiction of the Scottish FA shall approach and/or sign a Recreational Form Player prior to carrying out the procedures set out in Annex 11 of the Registration Procedures.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Scottish FA Licensed Team Scouts and any other person falling within the jurisdiction of the Scottish FA	£500	£1,000	£5,000	£50,000 and/or suspension and/or expulsion from participation in the game.

Intermediary Rules							
Rule No.	Intermediary Regulations <sup>7</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
600	1.1	Subject to the clubs' right to represent themselves, clubs may only retain the services of and pay an Intermediary in relation to any Intermediary Activity.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
601	1.1	Subject to the players' right to represent themselves, players may only retain the services of and pay an Intermediary in relation to any Intermediary Activity.	SPFL Scottish Premiership players	£100	£300	£1,000	£10,000
			SPFL Scottish Championship, League One and Two players	£50	£150	£500	£5,000
			Other players	£25	£75	£250	£2,500
603	1.2	With reference to Paragraph 1.2 of the Intermediary Regulations, Clubs shall act with the appropriate level of due diligence in the selection and engaging of Intermediaries who are acting for them.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.

<sup>2</sup> The listed sanctions should be read in conjunction with the provisions of introductory Paragraph 3 to this Annex A.

<sup>7</sup> For the avoidance of doubt, this column is indicative only of the relevant provision of the Scottish FA Working With Intermediary Regulations with which this Rule is associated but it is not prescriptive of the terms of the particular Rule.

Intermediary Rules							
Rule No.	Intermediary Regulations <sup>7</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
604	1.2	Clubs shall ensure that a Representation Contract exists between the club and the Intermediary.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
605	1.2	An Intermediary shall ensure that a Representation Contract exists between him and the club.	Intermediaries	£1,000	£5,000	£10,000	£100,000 and /or refusal to register for a temporary period and/or refusal to register permanently and/or a ban from taking part in any football related activity.
606	1.3	With reference to Paragraph 1.3 of the Intermediary Regulations, players shall act with the appropriate level of due diligence in the selection and engaging of Intermediaries who are acting for them.	SPFL Scottish Premiership players	£100	£300	£1,000	£10,000
			SPFL Scottish Championship, League One and Two players	£50	£150	£500	£5,000
			Other players	£25	£75	£250	£2,500

Intermediary Rules							
Rule No.	Intermediary Regulations <sup>7</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
607	1.3	Players shall ensure that a Representation Contract exists between the player and the Intermediary.	SPFL Scottish Premiership players	£100	£300	£1,000	£10,000
			SPFL Scottish Championship, League One and Two players	£50	£150	£500	£5,000
			Other players	£25	£75	£250	£2,500
608	1.3	An Intermediary shall ensure that a Representation Contract exists between him and the player.	Intermediaries	£1,000	£5,000	£10,000	£100,000 and /or refusal to register for a temporary period and/or refusal to register permanently and/or a ban from taking part in any football related activity.
609	1.4 and 2.1	An Intermediary shall not be involved in a Transaction unless he is registered for that Transaction in accordance with the Intermediary Regulations.	Intermediaries	£1,000	£5,000	£10,000	£100,000 and /or refusal to register for a temporary period and/or refusal to register permanently and/or a ban from taking part in any football related activity.
610	1.6	No official may act as an Intermediary.	officials	£100	£500	£1,000	£10,000 and/or suspension and/or expulsion from participating in the game.
611	1.7	Every individual acting on behalf of a company which enters into an Intermediary Declaration Form for legal persons (as set out in Annex 4 of the Intermediary Regulations), must also sign an Intermediary Declaration Form for natural persons (as set out in Annex 3 of the Intermediary Regulations).	Intermediaries	£1,000	£5,000	£10,000	£100,000 and /or refusal to register for a temporary period and/or refusal to register permanently and/or a ban from taking part in any football related activity.
612	2.2	When acting in a Transaction, an Intermediary must sign the appropriate Intermediary Declaration Form.	Intermediaries	£250	£1,250	£2,500	£25,000 and /or refusal to register for a temporary period and/or refusal to register permanently and/or a ban from taking part in any football related activity.

Intermediary Rules							
Rule No.	Intermediary Regulations <sup>7</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
613	2.7	Where an Intermediary has not been engaged for the purposes of the Transaction, the club shall specifically disclose that fact to the Scottish FA.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Other clubs	£100	£50	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
614	2.7	Where an Intermediary has not been engaged for the purposes of the Transaction, the player shall specifically disclose that fact to the Scottish FA.	SPFL Scottish Premiership players	£100	£300	£1,000	£10,000
			SPFL Scottish Championship, League One and Two players	£50	£150	£500	£5,000
			Other players	£25	£75	£250	£2,500

Intermediary Rules							
Rule No.	Intermediary Regulations <sup>7</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
615	3.2	All Representation Contacts must conform to the criteria contained in paragraph 3.2 of the Intermediary Regulations.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Premiership players	£100	£300	£1,000	£10,000
			SPFL Scottish Championship, League One and Two players	£50	£150	£500	£5,000
			Other players	£25	£75	£250	£2,500
			Intermediaries	£250	£1,250	£2,500	£25,000 and /or refusal to register for a temporary period and/or refusal to register permanently and/or a ban from taking part in any football related activity.

Intermediary Rules							
Rule No.	Intermediary Regulations <sup>7</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
616	5.2	Clubs that engage the services of an Intermediary shall remunerate him in accordance with the terms of Paragraph 5.2 of the Intermediary Regulations.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
617	5.4	Clubs shall ensure that payments (as further set out at paragraph 5.4 of the Intermediary Regulations) made, or to be made, by one club to another club in connection with the transfer of a player are not paid to and/or by an Intermediary and that no such claims are assigned to an Intermediary.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Intermediaries	£250	£1,250	£2,500	£25,000 and /or refusal to register for a temporary period and/or refusal to register permanently and/or a ban from taking part in any football related activity.



Intermediary Rules							
Rule No.	Intermediary Regulations <sup>7</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
618	5.5	Subject to paragraphs 5.6 and 5.7 of the Intermediary Regulations, any payment for the services of an Intermediary shall be made exclusively by the club or player who engaged the services of the Intermediary, to the Intermediary.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Premiership players	£100	£300	£1,000	£10,000
			SPFL Scottish Championship, League One and Two players	£50	£150	£500	£5,000
			Other players	£25	£75	£250	£2,500

Intermediary Rules							
Rule No.	Intermediary Regulations <sup>7</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
619	5.7	Players and/or clubs that engage the services of an Intermediary when negotiating an employment contract and/or transfer agreement are prohibited from making any payments to such Intermediary if the player concerned is a Minor.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Premiership players	£100	£300	£1,000	£10,000
			SPFL Scottish Championship, League One and Two players	£50	£150	£500	£5,000
			Other players	£25	£75	£250	£2,500

Intermediary Rules							
Rule No.	Intermediary Regulations <sup>7</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
620	6.1	Subject to paragraph 6.3 of the Intermediary Regulations, prior to engaging the services of an Intermediary, clubs shall use reasonable endeavours to ensure that no conflicts of interest exist or are likely to exist either for themselves or for the Intermediary involved in a Transaction.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
621	7.1	Subject to paragraph 6.3 of the Intermediary Regulations, prior to engaging the services of an Intermediary, Players shall use reasonable endeavours to ensure that no conflicts of interest exist or are likely to exist either for themselves or for the Intermediary involved in a Transaction.	SPFL Scottish Premiership players	£100	£300	£1,000	£10,000
			SPFL Scottish Championship, League One and Two players	£50	£150	£500	£5,000
			Other players	£25	£75	£250	£2,500
622	7.1	All clubs, players and Intermediaries shall comply with the terms of and satisfy their obligations under the Intermediary Regulations.	SPFL Scottish Premiership clubs	£1,000	£5,000	£10,000	£100,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£2,500	£5,000	£50,000 and/or suspension and/or any player registration restrictions and/or termination of membership.

Intermediary Rules							
Rule No.	Intermediary Regulations <sup>7</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
			Other clubs	£100	£500	£1,000	£10,000 and/or suspension and/or any player registration restrictions and/or termination of membership.
			SPFL Scottish Premiership players	£100	£300	£1,000	£10,000
			SPFL Scottish Championship, League One and Two players	£50	£150	£500	£5,000
			Other players	£25	£75	£250	£2,500
			Intermediaries	£250	£1,250	£2,500	£25,000 and/or refusal to register for a temporary period and/or refusal to register permanently and/or a ban from taking part in any football related activity.

Pyramid Play-Off Rules							
Rule No.	Pyramid Play-off rules <sup>8</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
700	Paragraph I(b)	Team Lines – clubs shall observe the terms of Pyramid Play-Off Rules Paragraph I(a).	clubs	Mandatory ejection from the Pyramid Play-Offs.	Mandatory ejection from the Pyramid Play-Offs and fine up to £5,000.	Mandatory ejection from the Pyramid Play-Offs and fine up to £10,000.	Mandatory ejection from the Pyramid Play-Offs and fine up to £100,000.
701	Paragraph I(c)	Disorderly Conduct - clubs shall observe the terms of Pyramid Play-Off Rules Paragraph I(c).	clubs	£500	£2,500	£5,000	Ejection from the Pyramid Play-Offs and/or fine up to £100,000.
702	Paragraph IV	Commercial Rules - clubs shall observe the terms of Pyramid Play-Off Rules Paragraph IV(a)-(f).	clubs	£500	£2,500	£5,000	Ejection from the Pyramid Play-Offs and/or fine up to £100,000.
703		Infringement of Rules – All clubs, officials, players or other persons under the jurisdiction of the Scottish FA shall adhere to the Pyramid Play-Off Rules.	clubs	£500	£2,500	£5,000	Ejection from the Pyramid Play-Offs and/or fine up to £100,000.

Anti-Doping Rules							
Rule No.	Scottish FA Anti-Doping Regulations <sup>8</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
800	11.2	No club shall have more than two players/and or Player Support Persons found to have committed an Anti-Doping Violation during a Competition Period.	SPFL Scottish Premiership clubs	£1,000	£10,000	£100,000	£5,000,000 and/or ejection from Scottish Cup and/or exclusion from the Scottish Cup and/or any player registration restrictions and/or suspension and/or termination of membership and/or any sanction or disposal not expressly provided above, provided that such other sanctions are sanctions listed in respect of other Rules or at Paragraph 3 to this Annex A.
			SPFL Scottish Championship, Leagues One and Two clubs	£500	£5,000,	£20,000	£1,000,000 and/or ejection/exclusion from the Scottish Cup and/or any player registration restrictions and/or suspension and/or termination of membership and/or any sanction or disposal not expressly provided above, provided that such other sanctions are sanctions listed in respect of other Rules or at Paragraph 3 to this Annex A.
			Other clubs and recognised football bodies	£100	£1,000	£2,000	£100,000 and/or ejection/exclusion from the Scottish Cup and/or any player registration restrictions and/or suspension and/or termination of membership and/or any sanction or disposal not expressly provided above, provided that such other sanctions are sanctions listed in respect of other Rules or at Paragraph 3 to this Annex A.

Club Licensing Rules							
Rule No.	Articles of Assoc. <sup>1</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
901	4.5	Each club in full membership shall have a Club Licence.	member clubs	Suspension and/or Termination of full membership.			
902	4.5	Each club in full membership which has a Club Licence shall retain that Club Licence.	member clubs	Suspension and/or Termination of full membership.			

# ANNEX B

## GUIDANCE NOTES FOR PRINCIPAL HEARINGS

### 1. General

- 1.1 A hearing for the purpose of dealing with the substance of the Case(s) referred to a Tribunal shall be referred to as a Principal Hearing, or in the case of Appeals Proceedings, an Appeals Hearing.
- 1.2 Whilst Tribunals have the power to issue Directions for such form of procedure as they consider to be appropriate, including by written submissions only, Tribunals will generally Direct that a Principal Hearing will take place.
- 1.3 These Guidance Notes provide Tribunals with guidance on the approach which may be appropriate to adopt at a Principal Hearing. They are not intended to be prescriptive, but it is anticipated that Tribunals will generally structure Principal Hearings as suggested in these Guidance Notes.
- 1.4 Tribunals should generally give notice to Parties of the procedure they intend to adopt and where Tribunals intend to adopt a different procedure they should inform Parties of such procedure where possible prior to any Principal Hearing, and in any event generally at the commencement of any Principal Hearing.
- 1.5 A Tribunal may, in any event, depart from the Guidance Notes, during their conduct of the Principal Hearing, where in the circumstances, it is reasonable to do so.
- 1.6 Where a Tribunal is asked to consider a number of separate Cases, it is generally anticipated that it will follow these Guidance Notes in respect of its hearing of each separate Case.
- 1.7 There may be circumstances in which more than one Principal Hearing is appropriate, or where a Principal Hearing may be continued. In such circumstances the Chairman may Decide that it is unnecessary to repeat steps undertaken in previous hearings.
- 1.8 These Guidance Notes are intended primarily for consideration by First Instance Tribunals and Fast Track Tribunals. Where an Appellate Tribunal conducts a re-hearing, it may generally follow these procedures. Where an Appellate Tribunal does not conduct a re-hearing, it is anticipated that Appellate Tribunals will generally adapt these Guidance Notes to suit the nature of an Appeals Hearing or may feel it is appropriate to depart from these Guidance Notes.

### 2. Introductions

- 2.1 At the commencement of a Principal Hearing, the Chairman should confirm the identities of the persons admitted to the hearing, and introduce the members of the Tribunal.
- 2.2 The Chairman should satisfy himself that the Alleged Party in Breach is aware of the reasons for his presence at the Principal Hearing and the potential consequences if the Complaint is upheld by the Tribunal.

### 3. Opening Submissions

- 3.1 The Compliance Officer or his nominee or representative should, where appropriate, be given the opportunity to make oral submissions, or, to comment upon his written submissions to the Tribunal. At the Tribunal's sole discretion, where appropriate, the Compliance Officer may be given the opportunity to explain and to supplement his submissions, but where this gives rise to substantial injustice in the provision of an opportunity to another Party(s) to respond to any further matters arising, the Tribunal should take such further procedural steps as are appropriate to allow such response. If the Tribunal considers that the Compliance Officer has had a fair opportunity to present his position in written submissions prior to the hearing, it may decline to allow supplementary submissions or additional evidence presented at the hearing.



- 3.2 The Alleged Party in Breach should, where appropriate, be given the opportunity to make oral submissions, or, to comment upon his written submissions to the Tribunal. At the Tribunal's sole discretion, where appropriate, the Alleged Party in Breach may be given the opportunity to explain and to supplement his submissions, but where this gives rise to substantial injustice in the provision of an opportunity to another Party(s) to respond to any further matters arising, the Tribunal should take such further procedural steps as are appropriate to allow such response. If the Tribunal considers that the Alleged Party in Breach has had a fair opportunity to present his position in written submissions prior to the hearing, it may decline to allow supplementary submissions or additional evidence presented at the hearing.
- 3.3 Insofar as the Tribunal considers that another interested Party should be heard at the Principal Hearing, it may allow submissions by them, on the basis of such procedure as it may consider to be appropriate.
- 3.4 The Tribunal may Decide the order in which Parties are to present their submissions and evidence (for instance where Proceedings are not initiated by the Compliance Officer (such as a Player Reference, or Appeals Proceedings), they may ask the player, club or Appellant to begin).

## **4. Factual Evidence**

- 4.1 Standards of proof
  - 4.1.1 The standard of proof in all questions for Determination by Tribunals shall be proof on the balance of probabilities.
- 4.2 Methods of establishing facts and presumptions
  - 4.2.1 The Tribunal shall not be bound by judicial rules governing the admissibility of evidence. The Tribunal may establish the facts by any means it considers to be appropriate, including admissions and by its own interpretation of evidential material, such as electronic recordings.
  - 4.2.2 Evidence from any witness relied upon by any Party shall be considered by the Tribunal in such form that it considers to be appropriate.
  - 4.2.3 The Tribunal shall have discretion as to whether, and how, it deals with factual evidence. Where factual evidence is disputed, the Tribunal may provide for cross examination. As a guideline only, the Tribunal may generally hear evidence in the following order:
    - 4.2.3.1 The evidence of any match official(s) whose evidence has given rise to a Complaint;
    - 4.2.3.2 The evidence of any witnesses called to attend by the Compliance Officer or his nominee;
    - 4.2.3.3 The evidence of any witnesses called to attend by the Alleged Party in Breach.
  - 4.2.4 Where the Complaint arises from a report by a match official(s), the match official(s) should not generally be called until they are asked to give evidence, at which time, they will generally be given an opportunity to comment on their report and, where appropriate, to be examined, cross examined and re-examined.
  - 4.2.5 At any time the Chairman, and members of the Tribunal, may ask questions of any Party.
  - 4.2.6 The Tribunal may draw such inferences as it considers appropriate from a failure by the Alleged Party in Breach to give evidence or to answer a question put to him.
  - 4.2.7 Where witness evidence is taken orally, whilst a Tribunal may generally Decide to allow for examination, cross-examination and re-examination, it is recognised that the Tribunal will operate less formally than a court of law, and may decide to allow such alternative procedure, to enable the testing of evidence, as it considers to be appropriate. The Alleged Party in Breach, or his representative, should generally have the opportunity to ask questions of any witness who gives evidence in support of the Complaint. The Compliance Officer, or

his nominee or representative, should generally have the opportunity to ask questions of any witness who gives evidence in support of the Alleged Party in Breach.

- 4.2.8 Subject to the provisions of the Protocol, the Tribunal shall be entitled to view at its discretion, video evidence or other Electronic Evidence relative to the Case(s). On completing the viewing of such evidence, the Alleged Party in Breach and the Compliance Officer, or his nominee, or their representatives, shall generally be given the opportunity to comment.
- 4.2.9 A witness should generally be excluded from Proceedings until after he has given his evidence, unless he is a Party.
- 4.2.10 Once the evidence has been given, and on the conclusion of all cross-examination, a witness should generally leave the room where the Proceedings are being heard, unless he is also a Party or unless the Tribunal considers it to be appropriate for a witness to remain. The Tribunal may wish, nevertheless, to order the witness to remain available for further examination.
- 4.2.11 The Tribunal may, if it considers it to be appropriate, request the presence of the parties or witnesses again, for further examination.
- 4.2.12 For the avoidance of doubt, all evidence should be presented in the presence of the Parties and their representatives. On the conclusion of the Tribunal viewing video or other Electronic Evidence, each Party should be given the opportunity to comment on such evidence.
- 4.3 Rules for the making available of evidence
  - 4.3.1 Information may be requested from members and/or Associated Persons as provided at Paragraph 8.5 of the Protocol.
- 4.4 Instances where evidence should and should not be used
  - 4.4.1 A Tribunal may consider documentary and other forms of evidence, as it considers to be appropriate, including video, DVD and electronically recorded evidence; photographic evidence; and other electronic and written media.
  - 4.4.2 However, save in exceptional circumstances, a Tribunal will generally disregard evidence where it is not satisfied as to its authenticity including:
    - 4.4.2.1 Video recordings or other Electronic Evidence which are not provided by an accredited broadcaster or from a club;
    - 4.4.2.2 Video recordings which are not supported by a report by a match official;
    - 4.4.2.3 Photographic evidence in the absence of clear supporting evidence as to (i) who took the photograph; (ii) when it was taken; and (iii) the relevant circumstances regarding the photograph (and the Tribunal may Decide not to consider photographic evidence in the absence of evidence to the Tribunal from the person who took the photograph); and/or
    - 4.4.2.4 Other material where the Tribunal considers, in its sole discretion, that the source of evidence is unreliable.
- 4.5 For the avoidance of doubt, no evidence obtained pursuant to the Protocol shall be acceptable as a means for seeking to alter the result of a match or to have a match replayed, save at the Tribunal's sole discretion, where it has express powers to do so.

## 5. Closing Submissions

- 5.1 Following the hearing of evidence, the Parties or their representatives, should generally have an opportunity to make closing submissions.

- 5.2 Following the closing submissions, the Parties and their representatives, should be asked to leave the room.

## **6. Tribunal's Deliberations on the Complaint**

- 6.1 The Tribunal's deliberations should be conducted in private.
- 6.2 The Tribunal should consider all of the evidence and submissions presented to it and Determine whether each alleged breach of a Disciplinary Rule has been found proved or not. Where a Player Reference has been lodged, the Tribunal should consider all of the evidence and submissions presented to it and Determine whether the Player Reference should be upheld or not. The Tribunal may, if required, request the presence of Parties again for further questioning. In doing so, it should allow the other Parties and/or their representatives to be present.
- 6.3 After reaching its Determination, the Tribunal should recall the Parties. The Chairman should announce whether each alleged breach of a Disciplinary Rule has been found proved or not. Where a Player Reference has been lodged, the Tribunal should announce whether that Player Reference has been upheld or not.
- 6.4 If the Alleged Party in Breach is found to be not in breach of any alleged breach of a Disciplinary Rule, the Parties should be informed and the hearing should be declared closed. Where a CO Reference or a Player Reference has been Determined, and Parties have been informed, the hearing should be declared closed.

## **7. Mitigation Statement for a Party found in breach**

- 7.1 If the Party is found to be in breach of a Disciplinary Rule, then the Parties shall be advised accordingly and the Party in Breach, or his representative, should generally be given the opportunity to make a mitigation statement.

## **8. Tribunal's Determination of Sanction**

- 8.1 The Tribunal's further deliberations on sanction(s) should be conducted in private.
- 8.2 The Tribunal should determine the sanction to be imposed in respect of each Disciplinary Rule breach found to be proved.

## **9. Form of Award**

- 9.1 The Parties should be re-admitted to the hearing and advised verbally of the Tribunal's Determination.
- 9.2 The Tribunal's Determination should also generally be advised in writing to the Parties within three Working Days of the Determination.
- 9.3 The Tribunal should generally use the following terms in announcing the Tribunal's Determination upon each alleged breach of the Disciplinary Rules contained in the Notice of Complaint, or where a Player Reference is to be Determined in announcing its Determination upon that Player Reference:
- 9.3.1 Where the Party has admitted a breach of a Disciplinary Rule: "Admitted Breach"
- 9.3.2 Where the Party has denied the alleged breach of a Disciplinary Rule at the Principal Hearing, but the Tribunal have Determined that a Rule breach has occurred: "Rule breach proved"
- 9.3.3 Where the Party has denied the alleged breach of a Disciplinary Rule at the Principal Hearing, but the Tribunal has Determined that a Rule breach has occurred but under deletion of any words or phrases from the terms of the Notice of Complaint : "Rule breach proved under deletion". The Tribunal should then specify the words from the Notice of Complaint that have been deleted.
- 9.3.4 Where the Party has denied the alleged breach of a Disciplinary Rule at the Principal Hearing, and the Tribunal has Determined that a Rule breach did not occur: "Rule breach not proved"

- 9.3.5 Where the Party has lodged a Player Reference, and that Player Reference has been upheld:  
"Player Reference upheld".
- 9.3.6 Where the Party has lodged a Player Reference and that Player Reference has been dismissed:  
"Player Reference dismissed".
- 9.4 The Party in Breach should be advised of any right of appeal in accordance with the Protocol and should be provided with the relevant details. This information shall also be confirmed in writing.

# ANNEX C

## DISCIPLINARY PROCEDURES FOR PLAYERS

### SECTION 1: GENERAL

1.1 This Annex is set out in five sections:-

Section 1: General

Section 2: Offences/Excessive Misconduct

Section 3: Schedule of Offences

Section 4: Suspensions for players in Men's football

Part A: Competitions

Part B: Competition Groups

Part C: Specified Cup Competitions

Part D: Other, Non-Specified Competitions and Friendlies

Part E: General Rules for player Suspensions

Part F: Rules Regarding Suspensions for Serious Foul Play, Violent Conduct, Spitting

Section 5: Suspensions for players in Women's football

1.2 These Disciplinary Procedures shall apply to football involving:

- i) member clubs;
- ii) clubs playing in competitions included in the Scottish FA's Register of Competitions involving a member club; and
- iii) clubs in membership of the Scottish Junior FA which are eligible to compete in the Scottish Cup, in respect of their participation in that competition.
- iv) competitions organised by the Scottish Women's Premier League, the Scottish Women's Football Leagues and Scottish Women's Football played under the jurisdiction of the Scottish FA:
  - a) The Scottish Women's Premier League
  - b) The Scottish Women's Premier League Cup
  - c) The Scottish Women's Football Leagues
  - d) The Scottish Women's Football League Cup
  - e) The Scottish Women's Development League
  - f) The Scottish Women's Cup

1.3 These Disciplinary Procedures shall apply to all players registered or playing for clubs as defined by the foregoing paragraph, and also to players who are not participating in a match as either a player or named substitute.

1.4 Match officials shall report cautionable and sending-off offences and/or Excessive Misconduct by players at a match in terms of these Disciplinary Procedures. For the avoidance of doubt, references to cautionable and sending-off offences and/or Excessive Misconduct "at a match" shall include incidents and/or any breaches of the Disciplinary Rule(s) occurring at or in the environs of or associated with a match.

1.5 The Scottish FA shall administer suspensions of players under these Disciplinary Procedures.

1.6 Any sending-off offence reported in a match which is abandoned or declared void will apply notwithstanding the abandonment/voiding of the match.

- 1.7 Any cautions reported in a match that is abandoned or declared void shall not apply except where the match is abandoned or declared void due to a player acting in breach of the Disciplinary Rules.
- 1.8 The applicable suspension for sending-off offences shall apply to both reported offences and Determinations in respect of a CO Reference.
- 1.9 If a club is in any doubt whatsoever regarding which match(es) a player is suspended for, they should contact the Scottish FA for clarification.
- 1.10 Failure to contact the Scottish FA for clarification will constitute a waiver of a club/player's right to argue that they were not aware of which match(es) a player was due to be suspended for.
- 1.11 Definitions for this Annex C:
  - 1.11.1 A player's Recognised Team is defined as the team in which the player normally plays (i.e. First Team/ Reserve Team/Youth Team). In cases where a player is regularly listed for more than one of his club's teams, his level of participation for each team will be used to Determine by which Category the player should be recognised (i.e. whichever team he has the most appearances for will be the one used for categorisation purposes). If a player has the same number of appearances for two or more teams, the highest Category team will be his Recognised Team.
  - 1.11.2 The following definitions shall apply:-

"Recognised First Team Player"  
a player who has been named in the team list for any of his club's (or his previously registered club's) 25 first team matches preceding the date of his offence.

"Recognised Reserve Team Player"  
a player who has been named in the team list for any of his club's (or his previously registered club's) 25 reserve team matches preceding the date of his offence.

"Recognised Youth Team Player"  
a player who has been named in the team list for any of his club's (or his previously registered club's) 25 youth team matches preceding the date of his offence.

## **SECTION 2: OFFENCES/EXCESSIVE MISCONDUCT**

### **1. Reporting of Offences by Match Officials**

- 1.1 The referee shall administer cautions and sendings-off in accordance with the Laws of the Game and report them to the Scottish FA.
- 1.2 A caution or sending-off is not nullified by a referee failing to show the player the appropriate card when administering the caution or sending-off to the player or by any other omission by a referee.
- 1.3 The referee shall also report offences by players, providing details, where the referee cannot administer a caution or sending-off for the offence but otherwise would have done so (for example because the player has already been dismissed during the match). Such offences, and offences for which a caution or sending-off has been administered, shall all be treated as cautionable or sending-off offences, as applicable, in these Disciplinary Procedures.
- 1.4 Where the referee intends to report an offence under clause 1.3, he shall generally inform an appropriate member of Team Staff or Team Official of his intention as soon as possible after the match.
- 1.5 Where a match official considers that a player has committed Excessive Misconduct at a match that should be referred to the Disciplinary Tribunal, they shall submit an Excessive Misconduct Report.

## 2. Recording of Offences

### 2.1 General

2.1.1 The Scottish FA records cautionable and sending-off offences committed by players of:

- 2.1.1.1 member clubs;
- 2.1.1.2 clubs playing in competitions included in the Scottish FA's Register of Competitions involving a member club;
- 2.1.1.3 clubs in membership of the Scottish Junior FA which are eligible to compete in the Scottish Cup, in respect of their participation in that competition; and
- 2.1.1.4 women's clubs playing in the competitions listed at paragraph 1.2 (iv) of Section 1 of this Annex.

2.1.2 The Scottish FA records cautionable and sending-off offences committed by the players referred to at clause 2.1.1 above at matches in cup competitions which are not Specified Cup Competitions (as detailed in Section 4 of these Disciplinary Procedures) and/or matches in competitions not listed within the Scottish FA's Register of Competitions, including where reports are received from other National Associations, the confederations or FIFA in respect of matches played outside Scotland, in which cases the cautionable and sending-off offences shall be recorded in the player's recognised League disciplinary record.

2.1.3 The Scottish FA maintains appropriate disciplinary records in order to give effect to suspensions in accordance with Sections 4 and 5 of these Disciplinary Procedures.

### 2.2 Cautionable Offences

2.2.1 The Scottish FA records cautionable offences reported by referees and confirms to players, via their clubs, the cautionable offences recorded against them and the total number of cautionable offences recorded against them to date.

2.2.2 Where a player is sent off for receiving a second caution in the same match, such cautions shall not be recorded against the player's accumulation of cautionable offences.

### 2.3 Sending-off Offences

2.3.1 The Scottish FA records sending-off offences reported by referees and confirms to players, via their clubs, the sending-off offences recorded against them and that they are subject to an automatic suspension under Section 4 or 5 of these Disciplinary Procedures. For the avoidance of doubt an automatic suspension applies immediately and is not dependent upon confirmation by the Scottish FA.

2.3.2 The Scottish FA records and confirms a sending-off offence for "receiving a second cautionable offence in the same match" where the referee administers a caution to a player at a match under clause 1.1, and reports a subsequent cautionable offence by that player at the same match under clause 1.3.

### 2.4 Excessive Misconduct

2.4.1 Where match officials submit Excessive Misconduct Reports relating to sending-off offences, the Scottish FA records the sending-off offences and confirms to players, via their clubs, the sending-off offences recorded against them and that they are subject to an automatic suspension applicable under Section 4 or 5 of these Disciplinary Procedures. For the avoidance of doubt an automatic suspension applies immediately and is not dependent upon confirmation by the Scottish FA. The Scottish FA also refers Excessive Misconduct Reports to the Compliance Officer.

## 2.5 Misconduct in Non Specified Matches

2.5.1 In cases where cautionable and/or sending off offences involving players are reported from a match or Competition not specified within this Annex C, such offences will be recorded against the players' Recognised Team disciplinary record as per Part D of this Annex C.

### SECTION 3: SCHEDULE OF OFFENCES

#### **Sending-Off Offences**

- A1 Serious foul play
- A2 Violent conduct
- A3 Spitting at an opponent or any other person
- A4 Denying the opposing team or an opponent a goal or an obvious goal scoring opportunity as defined by law 12
- A5 Offensive, insulting or abusive language and/or gestures
- A6 Receiving a second caution in the same match

#### **Cautionable Offences**

- B1 Unsporting Behaviour

There are different circumstances when a player must be cautioned for unsporting behaviour which include, but are not limited to, when a player:

- a) Impedes an opponent with contact
- b) Recklessly trips or attempts to trip an opponent
- c) Recklessly tackles or challenges an opponent
- d) Recklessly kicks or attempts to kick an opponent
- e) Denies an opponent an obvious goal scoring opportunity as defined by Law 12
- f) Holds or pushes an opponent
- g) Commits an offence which interferes with or stops a promising attack outwith the penalty area
- h) Excessively celebrates the scoring of a goal as defined by Law 12
- i) Handles the ball deliberately
- j) Shows a lack of respect for the game
- k) Commits an act of simulation
- l) Commits any other offence(s) deemed by a match official to be unsporting behaviour

- B2 Dissent by Word or Action
- B3 Persistently offending against Laws of the Game
- B4 Delaying the restart of play
- B5 Failing to respect the required distance at restart of play
- B6 Entering or re-entering or deliberately leaving the field of play without the referee's permission



## SECTION 4: SUSPENSIONS FOR PLAYERS IN MEN'S FOOTBALL

### Part A Competitions

#### 1. The leagues/divisions below are each a "Competition" for the purposes of this Section:

Ladbrokes Premiership\*  
Ladbrokes Championship\*  
Ladbrokes League One\*  
Ladbrokes League Two\*  
Scottish Professional Football Development League\*\*  
Scottish Professional Football Development League East\*\*  
Scottish Professional Football Development League West\*\*  
Scottish Highland Football League ("SHFL")\*  
GPH Aberdeenshire and District FA League  
Scottish Highland Football League U17 Championship  
North of Scotland FA U20 league  
Scottish Lowland Football League ("SLFL")\*  
South of Scotland Football League

\* incorporating play-off competition

\*\* categorised as a Reserve Team competition for the purposes of this Protocol

#### 2. Serving of Suspensions in relation to offences committed in a Competition:

Offence	Suspension	Application of Suspension
Accumulation of six cautionable offences in the same Competition (including cautions incurred under Part D below)	1 match dated suspension (For every further accumulation of six cautionable offences, the suspension applied will be extended by one match.)	Effective from 14th day following date of match when sixth cautionable offence occurred and to be served in the same Competition.
Serious foul play (A1) Violent conduct (A2) Spitting at an opponent or any other person (A3)	2 match automatic suspension	Effective immediately to the player's Recognised Team's next two matches irrespective of competition (subject to Paragraph 5 below). Refer to Part F for further clarification.
Denying the opposing team or an opponent a goal or an obvious goal scoring opportunity (A4) Offensive, insulting or abusive language and/or gestures (A5) Receiving a second caution in the same match (A6)	1 match automatic suspension	Effective immediately to the next match in the Competition in which the sending-off offence was reported (subject to Paragraph 5 below).

#### 3. Serving of Suspensions in relation to offences committed in SPFL/SHFL/SLFL Play-off Competition:

The play-off competition is regarded as a continuation of the relevant League Competition in terms of recording player misconduct. Any suspension(s) outstanding at the end of the League Competition will require to be served in the play-off competition.

## 4 Sending-Off Offences – Additional Suspension

- 4.1 Where a player is reported for a sending off offence, and that player has also been Determined by a Tribunal to have committed an additional sending off offence in the same match , or has previously been reported for a sending-off offence in the same Competition in a Season, an additional suspension of one match for each previous sending-off offence will be applied.
- 4.2 Any additional suspension shall become effective on the 14th day following the date of the match at which the sending-off offence occurred and shall apply to the player's Recognised Team's Competition.

## 5 SPFL Development Loans

- 5.1 Any suspension incurred by a player whilst on a SPFL Development Loan shall be served with the club, which the player was representing at the time the suspension was incurred, unless the terms of Paragraph 5.2 apply.
- 5.2 When a player has been on a SPFL Development Loan and such loan period ends, any suspension, or part thereof, which was incurred with the loan club and which remains outstanding when the loan period ends, shall be automatically applied to the player's Recognised Team's Competition/ Competition Group/Specified Cup Competition at his registered club. Similarly, when a player has been on a SPFL Development Loan and the player becomes registered for the loan/another club, any suspension, or part thereof, which was incurred with either the parent and/or loan club and which remains outstanding, shall be automatically applied to the player's Recognised Team's Competition/ Competition Group/Specified Cup Competition at his registered club.

## 6 Serving of Suspensions – Eligibility

A player's suspension can only be served if the player is otherwise eligible for selection for a match. A player who is ineligible for a match due to the application of competition rules or other reason cannot regard that fixture as having served a suspension.

## Part B Competition Groups

1. The groups of league and cup competitions in each of the boxes below are each a "Competition Group" for the purposes of this Section.

East of Scotland Football League East of Scotland Football League Cup East of Scotland Football Qualifying League East of Scotland Cup East of Scotland Shield King Cup East of Scotland Qualifying Cup Alex Jack Cup	North Caledonian League North Caledonian Cup Jock Mackay Cup Football Times Cup Tommy Ross Memorial Cup Chic Allan Cup
South of Scotland Football League Cup Southern Counties FA Challenge Cup Haig Gordon Memorial Trophy Potts Cup Cree Lodge Cup Tweedie Cup Southern Counties FA Alba Cup South and East Cup Winners Shield	Lowland and East of Scotland U20 Development League Lowland and East of Scotland U20 Development League Cup Lowland and East of Scotland U20 Development League Challenge Cup Lowland and East of Scotland U20 Development League Knock-out Cup

## 2. Serving of Suspensions in relation to offences committed in a Competition Group:

Offence	Suspension	Application of Suspension
Accumulation of six cautionable offences in the same Competition Group (including cautions incurred under Part D below)	1 match dated suspension (For every further accumulation of six cautionable offences, the suspension applied will be extended by 1 match.)	Effective from 14th day following date of match when sixth cautionable offence occurred and to be served in the same Competition Group.
Serious foul play (A1)  Violent conduct (A2)  Spitting at an opponent or any other person (A3)	2 match automatic suspension	Effective immediately to the player's Recognised Team's next two matches irrespective of competition. (subject to Paragraph 4 below). Refer to Part F for further clarification.
Denying the opposing team or an opponent a goal or an obvious goal scoring opportunity (A4)  Offensive, insulting or abusive language and/or gestures (A5)  Receiving a second caution in the same match (A6)	1 match automatic suspension	Effective immediately to the next match in the Competition Group in which the sending-off offence was reported.

## 3 Sending-Off Offences – Additional Suspension

- 3.1 Where a player is reported for a sending-off offence, and that player has also been Determined by a Tribunal to have committed an additional sending off offence in the same match, or has previously been reported for a sending-off offence in the same Competition Group in a Season, an additional suspension of one match for each previous sending-off offence will be applied.
- 3.2 Any additional suspension shall become effective on the 14th day following the date of the match at which the sending-off offence occurred and shall apply to the player's Recognised Team's Competition Group.

## 4 SPFL Development Loans

- 4.1 Any suspension incurred by a player whilst on a SPFL Development Loan shall be served with the club which the player was representing at the time the suspension was incurred, unless the terms of Paragraph 4.2 apply.
- 4.2 When a player has been on a SPFL Development Loan and such loan period ends, any suspension, or part thereof, which was incurred with the loan club and which remains outstanding when the loan period ends, shall be automatically applied to the player's Recognised Team's Competition/ Competition Group/Specified Cup Competition at his registered club. Similarly, when a player has been on a SPFL Development Loan and the player becomes registered for the loan/another club, any suspension, or part thereof, which was incurred with either the parent and/or loan club and which remains outstanding, shall be automatically applied to the player's Recognised Team's Competition/ Competition Group/Specified Cup Competition at his registered club.

## 5 Serving of Suspensions – Eligibility

A player's suspension can only be served if the player is otherwise eligible for selection for a match. A player who is ineligible for a match due to the application of competition rules or other reason cannot regard that fixture as having served a suspension.

## Part C Specified Cup Competitions

### 1. The following competitions are “Specified Cup Competitions” for the purposes of this section:

William Hill Scottish Cup

Betfred Cup

IRN BRU Cup

Scottish Highland League Cup

Scottish Lowland Football League Cup

Scottish FA South Region Challenge Cup

Aberdeenshire and District FA Challenge Cup

Aberdeenshire and District FA Shield

North of Scotland Cup

Scottish FA Youth Cup

### 2. Serving of Suspensions in relation to offences committed in a Specified Cup Competition:

Offence	Suspension	Application of Suspension
<p>Accumulation of three cautionable offences in the William Hill Scottish Cup for clubs who enter the competition in the Preliminary Round(s), Rounds 1, 2 or 3 (caution totals revert to zero prior to start of semi-final rounds)</p> <p>Accumulation of three cautionable offences in the IRN BRU Cup for clubs who enter the competition in Rounds 1 or 2 (caution totals revert to zero prior to start of semi-final rounds)</p>	1 match automatic suspension (For every further accumulation of two cautionable offences, the player will be suspended for one match.)	Effective immediately to the next match in the same Specified Cup Competition.
<p>Accumulation of two cautionable offences in the William Hill Scottish Cup for clubs who enter the competition after Round 3 (caution totals revert to zero prior to start of semi-final rounds)</p> <p>Accumulation of two cautionable offences in the Betfred Cup (caution totals revert to zero prior to start of Round 2 and prior to the start of semi-final rounds)</p> <p>Accumulation of two cautionable offences in the IRN BRU Cup for clubs who enter the competition after Round 2 (caution totals revert to zero prior to the start of semi-final rounds)</p> <p>Accumulation of two cautionable offences in all other Specified Cup Competitions (caution totals revert to zero prior to start of semi-final rounds)</p>	1 match automatic suspension	Effective immediately to the next match in the same Specified Cup Competition.
<p>Serious foul play (A1)</p> <p>Violent conduct (A2)</p> <p>Spitting at an opponent or any other person (A3)</p>	2 match automatic suspension*	One match will apply immediately to the player's Recognised Team's next match irrespective of competition; and One match will apply immediately to the next match the player's club plays in that Specified Cup Competition.
<p>Denying the opposing team or an opponent a goal or an obvious goal scoring opportunity (A4)</p> <p>Offensive, insulting or abusive language and/or gestures (A5)</p> <p>Receiving a second caution in the same match (A6)</p>	1 match automatic suspension	Effective immediately to the next match in the Specified Cup Competition in which the sending-off offence was reported.

### **3. Sending-Off Offences – Additional Suspension**

- 3.1 Where a player is reported for a sending-off offence and that player has also been Determined by a Tribunal to have committed an additional sending off offence in the same match, or has previously been reported for a sending-off offence in the same Specified Cup Competition in a Season, an additional suspension of one match for each previous sending-off offence will be applied.
- 3.2 Any additional suspension shall become effective on the 14th day following the date of the match at which the sending-off offence occurred and shall apply to the player's Recognised Team's League Competition/Competition Group.

### **4. SPFL Development Loans**

- 4.1 Any suspension incurred by a player whilst on a SPFL Development Loan shall be served with the club which the player was representing at the time the suspension was incurred, unless the terms of Paragraph 4.2 apply.
- 4.2 When a player has been on a SPFL Development Loan and such loan period ends, any suspension, or part thereof, which was incurred with the loan club and which remains outstanding when the loan period ends, shall be automatically applied to the player's Recognised Team's Competition/Competition Group/Specified Cup Competition at his registered club. Similarly, when a player has been on a SPFL Development Loan and the player becomes registered for the loan/another club, any suspension, or part thereof, which was incurred with either the parent and/or loan club and which remains outstanding, shall be automatically applied to the player's Recognised Team's Competition/Competition Group/Specified Cup Competition at his registered club.

### **5. Clubs in membership of the Scottish Junior FA or Scottish Amateur FA participating in Scottish Cup Competition**

- 5.1 A player of a club in membership of the Scottish Junior FA/Scottish Amateur FA and who is reported for a sending-off offence of Serious Foul Play, Violent Conduct or Spitting at an Opponent or Any Other Person will automatically be suspended for two matches, applied as follows:
- one match will apply immediately to the player's Recognised Team's next match in a competition included in the Scottish Junior FA/Scottish Amateur FA Register of Competitions and;
  - one match will apply immediately to the next match the player's club plays in the Scottish Cup.
- 5.2 Any Scottish Junior FA/Scottish Amateur FA player who is reported for a sending-off offence of Serious Foul Play, Violent Conduct or Spitting at an Opponent or any other person in a match immediately preceding their club's Scottish Cup fixture shall be ineligible to participate in that fixture.
- 5.3 In the event that an appeal submitted to the Scottish Junior FA against a sending-off offence for Serious Foul Play, Violent Conduct or Spitting at an Opponent or any other person has not been Determined prior to the player's club's participation in a Scottish Cup fixture, such player shall not be eligible to participate in that fixture. The foregoing is subject to there having been sufficient time, referring to the timescales set out at Paragraph 13.5.6 of this Protocol, to conclude appeal proceedings.

### **6 Serving of Suspensions – Eligibility**

A player's suspension can only be served if the player is otherwise eligible for selection for a match. A player who is ineligible for a match due to the application of competition rules or other reason cannot regard that fixture as having served a suspension.

\* The order in which 2 match suspensions are served in relation to A1, A2 and A3 offences, will be entirely dependent on fixture scheduling and suspensions cannot be served concurrently (i.e. should the next match for the player's Recognised Team be the next match in that Specified Cup Competition, only the "Specified Cup" suspension shall be regarded as served and the player will still have to serve a one match suspension in the then following match of the player's Recognised Team).

## Part D: Other, Non-Specified Matches or Competitions and Friendlies

1. Misconduct incurred in matches not taking place under Competitions or Competition Groups or Specified Cup Competitions, as listed at Parts A, B and C of this Section 4, will be applied to the player's Recognised Team within the relevant Competition or Competition Group as specified below at Paragraph 2.
2. Serving of Suspensions in relation to offences committed in other, non-specified matches or competitions:

Offence	Suspension	Application of Suspension
Accumulation of six cautionable offences in player's Recognised Team disciplinary record.	1 match dated suspension (For every further accumulation of six cautionable offences, the suspension applied will be extended by one match.)	Effective from 14th day following date of match when sixth cautionable offence occurred and to be served in the player's Recognised Team's next Competition/Competition Group match as appropriate.
Serious foul play (A1) Violent conduct (A2) Spitting at an opponent or any other person (A3)	2 match automatic suspension	Effective immediately to the player's Recognised Team's next two matches irrespective of competition.
Denying the opposing team or an Opponent a goal or an obvious goal Scoring opportunity (A4) Offensive, insulting or abusive language and/or gestures (A5) Receiving a second caution in the same match (A6)	1 match automatic suspension	Effective immediately to the player's Recognised Team's next Competition/Competition Group match as appropriate.

3. Misconduct Arising From Matches Under Jurisdiction of National Associations

Misconduct reports received from a National Association in respect of players of clubs bound by these Disciplinary Procedures shall be dealt with as detailed above. Misconduct shall be recorded and any resultant suspension(s) applied only if such reports are received within 14 days of the date of the match. Misconduct reported outwith this 14 day period shall not be recorded.

## Part E General Rules for Player Suspensions

1. Reference is made to Paragraph 11.6 of the Protocol.
2. In the case of a player who becomes ineligible because of age conditions to play in a competition, any suspension or part thereof which remains outstanding and would have applied only to matches in that youth competition will apply instead to matches in the player's Recognised Team's League.
3. During any period of suspension, a player may participate in international matches. During any period of suspension, with the exception of suspensions applied to all football (paragraph 14 refers), a player may participate in friendly matches. A player who is suspended as a result of a report made on a friendly match shall not serve any such suspension during any subsequent friendly match.
4. An unregistered player who incurs a suspension and who is recognised to be a player of a club playing under the jurisdiction of the Scottish FA, may not play for a club in membership of an Affiliated National Association during the period of his suspension.



5. Where a registration of a player is transferred to another club or where a player becomes registered for another club, the player's Recognised Team disciplinary record(s) at the time of his registration for another club will be transferred from his previous to his new Recognised Team disciplinary record(s). Any suspension, or part thereof, which remains outstanding at the time of a player's transfer to/ registration for a club other than the club with which he was suspended, will similarly apply in his new Recognised Team's Competition/Competition Group and/or Cup competition(s) and be served in that/those competition(s).
6. A player who is suspended as a result of a report made on a match he played in as a trialist for a club that falls under the jurisdiction of these Disciplinary Procedures and who is registered for a club in membership of an Affiliated National Association will be required to serve the suspension in the grade of football in which he normally plays. The relevant Affiliated National Association will be requested to apply the suspension within the football played under its own jurisdiction.
7. A player who is registered by means of a Temporary Transfer or Youth Registration Form and who is suspended as a result of a report made on a match for his senior club will be required to serve the suspension in accordance with these Disciplinary Procedures.
8. An unregistered professional player under an outstanding suspension is free to play as a trialist and the suspension shall only commence when he is registered for a club.
9. A player who is suspended as a result of a report made on a match he played in as a trialist cannot serve the suspension until such time as he registers for a club. The serving of the suspension shall commence immediately upon the player becoming registered for a club.
10. In the event that a National Association indicates that a player is subject to a suspension, or part thereof, which remains outstanding at the time when his FIFA International Transfer Certificate is issued to the Scottish FA, such suspension shall apply 14 days after the Certificate is received and his registration put into effect.
11. A player who is registered for a club in membership of an Affiliated National Association, but is suspended as a result of a report made on a match he played in for a club under the jurisdiction of this Protocol and for which he regularly plays will be required to serve the suspension in accordance with these Disciplinary Procedures.
12. A player who is suspended as a result of a report made in a match governed by an Affiliated National Association, and whose clubs also plays regularly in a competition listed within this Protocol, will require to serve his suspension in accordance with the relevant Affiliated National Association procedures.
13. A player who is suspended as a result of a report made in a Glasgow Cup match will have the suspension applied to the most appropriate Recognised Team Competition/Competition Group/ Specified Cup Competition detailed within this Protocol and/or the Glasgow Cup competition, as appropriate. Such suspension shall not be served in the Club Academy Scotland competition.
14. A suspension as a result of a player breaching Disciplinary Rule 202 (Excessive Misconduct) shall apply to all football and will be served by the player's Recognised Team playing the requisite number of matches.
15. A suspension which has been imposed as a result of the application of these Disciplinary Procedures and which has not, for whatever reason, been served/transferred/re-applied for a period of three years following imposition shall be regarded as void. This provision shall not apply to any suspension imposed by a Tribunal in accordance with the Protocol.
16. Where a player is suspended in respect of a match but nevertheless represents his club at that match in breach of that suspension, that player cannot subsequently serve that suspension voluntarily. The period of suspension unserved can only be re-imposed along with any other sanction imposed, by a Tribunal, in the event that the said Tribunal Determines that a breach of suspension has occurred.

## **Part F Rules Regarding Suspensions for Serious Foul Play (A1), Violent Conduct (A2) and Spitting (A3)**

Suspensions incurred as a result of a player being reported for the sending-off offences of Serious Foul Play, Violent Conduct or Spitting at an Opponent or Any Other Person will be served as follows:

### **1. Recognised First Team Players**

- 1.1 A Recognised First Team Player sent off in a First Team match (other than in a Specified Cup Competition) will be suspended for his club's next two First Team matches, irrespective of the competition and including Specified Cup Competitions, as applicable.
- 1.2 A Recognised First Team Player sent off in a First Team Specified Cup Competition match will be suspended for two matches applied as follows:
  - one match will apply immediately to the player's club's next First Team match irrespective of competition and;
  - one match will apply immediately to the next match the player's club plays in that Specified Cup Competition.
- 1.3 A Recognised First Team Player sent off in a Reserve Team match will be suspended for his club's next two First Team matches, irrespective of the competition and including Specified Cup Competitions, as applicable.
- 1.4 A Recognised First Team Player sent off in a match played under the auspices of a District or County Football Association will be suspended for his club's next two First Team matches, irrespective of the competition and including Specified Cup Competitions, as applicable.
- 1.5 A Recognised First Team Player sent off in a match not included in the Scottish FA's Register of Competitions will be suspended for his club's next two First Team matches, irrespective of the competition and including Specified Cup Competitions, as applicable.

### **2. Recognised Reserve Team Players**

- 2.1 A Recognised Reserve Team Player sent off in a Reserve Team match will be suspended for his club's next two Reserve Team matches, to include any match his club has in the Scottish FA Youth Cup.
- 2.2 A Recognised Reserve Team Player sent off in a First Team match (other than in a Specified Cup Competition) will be suspended for his club's next two Reserve Team/First Team matches, irrespective of the competition and including Specified Cup Competitions, as applicable.
- 2.3 A Recognised Reserve Team Player sent off in a First Team Specified Cup Competition match will be suspended for two matches applied as follows:
  - one match will apply immediately to the player's club's next Reserve Team/First Team match irrespective of competition and;
  - one match will apply immediately to the next match the player's club plays in that Specified Cup Competition.
- 2.4 A Recognised Reserve Team Player sent off in a Youth Team match (other than in a Specified Cup Competition) will be suspended for his club's next two Reserve Team matches.
- 2.5 A Recognised Reserve Team Player sent off in a Youth Team Specified Cup Competition match will be suspended for two matches applied as follows:
  - one match will apply immediately to the player's club's next Reserve Team match and;
  - one match will apply immediately to the next match the player's club plays in that Specified Cup Competition.
- 2.6 A Recognised Reserve Team Player sent off in a match played under the auspices of a District or County Football Association will be suspended for his club's next two Reserve Team matches.



- 2.7 A Recognised Reserve Team Player sent off in a match not included in the Scottish FA's Register of Competitions will be suspended for his club's next two Reserve Team matches.
- 2.8 A Recognised Reserve Team Player sent off in a Youth Team match will be suspended for his club's next two Reserve Team matches.

### **3. Recognised Youth Team Players**

- 3.1 A Recognised Youth Team Player sent off in a Youth Team match (other than in a Specified Cup Competition) will be suspended for his club's next two Youth Team matches, irrespective of competition and including Specified Cup Competitions, as applicable.
- 3.2 A Recognised Youth Team Player sent off in a Youth Team Specified Cup Competition match will be suspended for two matches applied as follows:
- one match will apply immediately to the player's club's next Youth Team match irrespective of competition: and
  - one match will apply immediately to the next match the player's club plays in that Specified Cup Competition.
- 3.3 A Recognised Youth Team Player sent off in a First Team match (other than in a Specified Cup Competition) will be suspended for his club's next two Youth Team/First Team matches, irrespective of competition and including Specified Cup Competitions, as applicable.
- 3.4 A Recognised Youth Team Player sent off in a First Team Specified Cup Competition match will be suspended for two matches applied as follows:
- one match will apply immediately to the player's club's next Youth Team/First Team match irrespective of competition: and
  - one match will apply immediately to the next match the player's club plays in that Specified Cup Competition.
- 3.5 A Recognised Youth Team Player sent off in a Reserve Team match will be suspended for his club's next two Youth Team/Reserve Team matches, irrespective of competition and including Specified Cup Competitions, as applicable.
- 3.6 A Recognised Youth Team Player sent off in a match played under the auspices of a District or County Football Association will be suspended for his club's next two Youth Team matches, irrespective of competition and including Specified Cup Competitions, as applicable.
- 3.7 A Recognised Youth Team Player sent off in a match not included in the Scottish FA's Register of Competitions will be suspended for his club's next two Youth Team matches, irrespective of competition and including Specified Cup Competitions, as applicable.

## SECTION 5: SUSPENSIONS FOR PLAYERS IN WOMEN'S FOOTBALL

### 1. This Section 5 applies to the following competitions (organised by the Scottish Women's Premier League, the Scottish Women's Football Leagues and Scottish Women's Football played under the jurisdiction of the Scottish FA):

- a) The Scottish Women's Premier League
- b) The Scottish Women's Premier League Cup
- c) The Scottish Women's Football Leagues
- d) The Scottish Women's Football League Cup
- e) The Scottish Women's Development League
- f) The Scottish Women's Cup

### 2. Serving of Suspensions in relation to offences committed in Women's football:

Offence	Suspension	Application of Suspension
Accumulation of four cautionable offences during a Season	1 match dated suspension (For every further accumulation of four reports for cautionable offences by that player during a Season, the suspension applied shall be extended by 1 match.)	Effective from 14th day following date of match when fourth cautionable offence occurred and applied to all competitions listed at Section 5, Paragraph 1 of this Annex.
Serious foul play (A1) Violent conduct (A2) Spitting at an opponent or any other person (A3)	3 match automatic suspension	Effective immediately and applied to all matches in the competitions listed at Section 5, Paragraph 1 of this Annex.
Offensive, insulting or abusive language and/or gestures (A5)	2 match automatic suspension	Effective immediately and applied to all matches in the competitions listed at Section 5, Paragraph 1 of this Annex.
Denying the opposing team or an opponent a goal or an obvious goal scoring opportunity (A4) Receiving a second caution in the same match (A6)	1 match automatic suspension	Effective immediately and applied to all competitions listed at Section 5, Paragraph 1 of this Annex.

### 3. Sending-Off Offences – Additional Suspension

- 3.1 Where a player is reported for a sending-off offence, and that player has previously been reported for a sending-off offence in a Season, an additional suspension of one match for each previous sending-off offence will be applied.
- 3.2 Any additional suspension shall become effective on the 14th day following the date of the match at which the sending-off offence occurred.

### 4. Other/Non-Specified/Friendly Matches or Competitions

- 4.1 Misconduct arising in matches not detailed in Paragraph 1 of this Annex and which is reported to the Scottish FA will be recorded in the player's disciplinary record and sanctions applied as specified in Paragraph 2 above.

- 4.2 Misconduct reports received from another National Association in respect of players of clubs bound by these Disciplinary Procedures shall be dealt with as detailed above. Misconduct shall be recorded and any resultant suspension(s) applied only if such reports are received within 14 days of the date of the match. Misconduct reported outwith this 14 day period shall not be recorded.

## **5. General Rules for Player Suspensions in Women's Football**

- 5.1 Reference is made to Paragraph 11.6 of the Protocol.
- 5.2 In the case of a player who becomes ineligible because of age conditions to play in a competition, any suspension or part thereof which remains outstanding and would have applied only to matches in that youth competition will apply instead to matches in the player's Recognised Team's League.
- 5.3. Suspensions incurred by players shall apply to all football, with the following exceptions:
- 5.3.1 International Matches; or
  - 5.3.2 Friendly Matches (with the exception of a suspension imposed as a result of a player breaching Disciplinary Rule 202 (Excessive Misconduct)); or
  - 5.3.3 Matches in any other competition not referred to specifically within this Annex (with the exception of a suspension imposed as a result of a player breaching Disciplinary Rule 202 (Excessive Misconduct))
- 5.4 Only one disciplinary record is maintained for each player. Any suspension incurred by a player will require to be served by the player's Recognised Team (i.e. the team for which she normally plays) playing the requisite number of matches. In cases where a player is regularly listed in the team lists for more than one of her club's teams, her level of participation for each team will be used to Determine the player's recognised team (i.e. whichever team she has the most appearances for).
- 5.5 Where a registration of a player is transferred to another club or where a player becomes registered for another club, the player's disciplinary record at the time of her registration for another club will be transferred. Any suspension, or part thereof, which remains outstanding at the time of a player's transfer to/registration for a club other than the club with which she was suspended, will similarly be transferred.
- 5.6 An unregistered player under an outstanding suspension is free to play as a trialist and the suspension shall only commence when she is registered for a club.
- 5.7 In the event that a National Association indicates that a player is subject to a suspension, or part thereof, which remains outstanding at the time when her International Transfer Certificate is issued to the Scottish FA, such suspension shall apply 14 days after the Certificate is received and her registration put into effect.
- 5.8 A player who is suspended as a result of a report made on a match she played in as a trialist cannot serve the suspension until such time as she registers for a club. The serving of the suspension shall commence immediately upon the player becoming registered for a club.
- 5.9 A suspension as a result of a player breaching Disciplinary Rule 202 (Excessive Misconduct) shall apply to all football and will be served by the player's Recognised Team playing the requisite number of matches in the competitions listed at Section 5, Paragraph 1 of this Annex.
- 5.10 Where a player is suspended in respect a match but nevertheless represents her club at that match in breach of that suspension, that player cannot subsequently serve that suspension voluntarily. The period of suspension unserved can only be re-imposed, along with any other sanction imposed, by a Tribunal, in the event that the said Tribunal Determines that a breach of suspension has occurred.

# ANNEX D

## DISCIPLINARY PROCEDURES FOR TEAM STAFF AND OFFICIALS

### 1. General

- 1.1 These Disciplinary Procedures shall apply to football involving:
  - i) member clubs;
  - ii) clubs playing in competitions included in the Scottish FA's Register of Competitions involving a member club;
  - iii) clubs playing in competitions listed in Annex C, Section 5, Paragraph 1; and
  - iv) clubs in membership of the Scottish Junior FA which are eligible to compete in the Scottish Cup, in respect of their participation in that competition.
- 1.2 These Disciplinary Procedures shall apply to Team Staff and officials.
- 1.3 Match officials shall report Misconduct by Team Staff and officials at a match in terms of these Disciplinary Procedures. For the avoidance of doubt, references to incidents and/or acts of Misconduct occurring "at a match" may include incidents and/or acts of Misconduct occurring at or in the environs of or associated with a match.
- 1.4 The Scottish FA shall administer suspensions and fines of Team Staff and officials under these Disciplinary Procedures.
- 1.5 Where alleged Misconduct by a member of Team Staff is established, he will be suspended in terms of these Disciplinary Procedures and the Scale of Sanctions provided in the Disciplinary Rules (Annex A) for that Misconduct, subject to any reduction in the suspension where he accepts a "Fixed Suspension".
- 1.6 Where alleged Misconduct by an official is established, he will be fined in terms of these Disciplinary Procedures and the Scale of Sanctions provided in the Disciplinary Rules (Annex A) for that Misconduct.

### 2. Reporting of Offences by Match Officials

- 2.1 Match officials shall submit to the Scottish FA a report detailing all incidents of alleged Misconduct by an individual member of Team Staff or official at a particular match.
- 2.2 On receipt of a report alleging Misconduct of an individual member of Team Staff or official, the Scottish FA shall refer the report to the Compliance Officer.

### 3. Notice of Complaint

- 3.1 Where Misconduct by a member of Team Staff is brought to the attention of the Compliance Officer, by any means, and the Compliance Officer is satisfied that if established it would amount to a breach of Disciplinary Rule 203, the Compliance Officer may issue a Notice of Complaint to such Team Staff member. The Complaint shall be dealt with by the Disciplinary Tribunal under the Protocol, except as where otherwise provided in these Disciplinary Procedures.
- 3.2 Where Misconduct by an official is brought to the attention of the Compliance Officer by any means and the Compliance Officer is satisfied that if established it would amount to a breach of Disciplinary Rule 207, the Compliance Officer may issue a Notice of Complaint to such official. The Complaint shall be dealt with by the Disciplinary Tribunal under the Protocol, except as where otherwise provided in these Disciplinary Procedures.

## **4. Offers Of Fixed Suspension for members of Team Staff**

- 4.1. Where the Compliance Officer issues a Notice of Complaint alleging a breach of Disciplinary Rule 203 and where he also considers that if established, the Tribunal would likely Determine a suspension at the Lower End of the Scale of Sanctions for that breach of Disciplinary Rule 203, the Compliance Officer may append to the Notice of Complaint an offer of Fixed Suspension.
- 4.2 The "Fixed Suspension" offered in the offer of Fixed Suspension shall be for a period of suspension calculated by reducing by one match the period of suspension provided at the Lower End of the Scale of Sanctions for that Disciplinary Rule 203.
- 4.3 If a member of Team Staff wishes to refuse an offer of Fixed Suspension, he shall deliver his written refusal to the Compliance Officer and to the Secretary before 1pm on the third Working Day after the date of delivery of the Notice of Complaint. Where a member of Team Staff has so refused an offer of Fixed Suspension, the alleged Rule breach will be dealt with by the Disciplinary Tribunal under the terms of the Protocol. If the breach of Disciplinary Charge 203 is later found proved, the Disciplinary Tribunal shall not apply the one match reduction provided for at Paragraph 4.1.1 of this Annex D, above.
- 4.4 Where a member of Team Staff fails to deliver a written refusal of offer of Fixed Suspension before the third Working Day after the date of delivery of the Notice of Complaint he shall be deemed to have admitted the alleged Rule breach and accepted the offer of Fixed Suspension and the Scottish FA shall record the Fixed Suspension. In that event, the Scottish FA shall apply the Fixed Suspension from 1pm on the third Working Day after the date of delivery of the Notice of Complaint to the member of Team Staff.
- 4.5 If a member of Team Staff wishes to accept an offer of Fixed Suspension, he shall deliver his written acceptance to the Compliance Officer and to the Secretary before 1pm on the third Working Day after the date of delivery of the Notice of Complaint. The Fixed Suspension will apply immediately upon delivery of the written acceptance.

## **5 Team Staff: Scope of Suspensions**

- 5.1 Reference is made to Paragraph 11.6 of the Protocol.
- 5.2 A suspension imposed upon a member of Team Staff will apply to all football, with the exception of friendly matches, unless otherwise specified by the Tribunal, until such time as the relevant team within his club has completed the requisite number of matches. The relevant team for this purpose is the highest Category team with which the member of Team Staff is regularly listed on the teamsheets. For the avoidance of doubt, this applies even where the suspension was imposed for Misconduct at a match involving a lower Category team.
- 5.3 Only matches in competitions organised by the Scottish FA, included in the Scottish FA's Register of Competitions and/or in the Scottish FA's Club Academy Scotland and/or in competitions listed in Annex C Section 5 Paragraph 1 will count towards the number of matches completed by the relevant team within the member of Team Staff's club.
- 5.4 Following a match to which a suspension applies, a suspended member of Team Staff may not seek a meeting with the referee under the Post Match Protocol.
- 5.5 Where a member of Team Staff is suspended in respect of a match but nevertheless represents his club at that match in breach of that suspension that member of Team Staff cannot subsequently serve that suspension voluntarily. The period of suspension unserved can only be re-imposed, along with any other sanction imposed, by a Tribunal, in the event that said Tribunal Determines that a breach of suspension has occurred.

# ANNEX E

## GUIDANCE NOTES ON REVIEW OF PLAYER MISCONDUCT WITHIN MEN'S FOOTBALL CLUBS

### 1 General

- 1.1 It has been longstanding practice of the Scottish FA to carry out an analysis of discipline at the end of each Season. This enables player Misconduct within clubs to be monitored by comparing the average "points per match" figure of each club with the average "points per match" figure for the club's own league/division.
- 1.2 The general principle is that no club's Club Average shall exceed the League Average by one point or more. Any club, which had a suspended fine imposed at the end of a Season, and it is Determined by a Disciplinary Tribunal that such a club has breached Rule 79 or 80, as the case may be in the following Season, will have its suspended fine invoked. Any such club will also be sanctioned in accordance with the scale of Rule 79 or 80, as the case may be, of Annex A.
- 1.3 A Disciplinary Tribunal shall consider player discipline within clubs and issue sanctions, in accordance with a defined tariff of sanctions, to clubs which display an unsatisfactory level of player discipline over a Season. Any alleged breach of Rule 79 or 80 shall be investigated by the Compliance Officer at the end of each Season and referred to a Disciplinary Tribunal in accordance with this Protocol. Determination of such, including sanctions, are to be issued in accordance with this Annex E and the provisions of Rules 79 and 80.

### 2 Average misconduct Points

- 2.1 When calculating a Club Average and the League Average a club's first team matches will be scrutinised (for the relevant league and cup competitions) and an average figure will be calculated at the end of each Season, as follows:
  - 2.1.1 Cautionable Offences - 3 points;
  - 2.1.2 Sending Off Offences listed in Section 3 of Annex C hereto as A1, A2 and A3 - 12 points;
  - 2.1.3 Sending Off Offences listed in Section 3 of Annex C hereto as A4, A5 and A6 - 6 points;

### 3 Club Average

- 3.1 The total number of points incurred by each club in each league/division will be added together and divided by the total number of matches ("the Club Average");

### 4 League Average

- 4.1 All clubs' Club Averages in each league/division will be added together and divided by the total number of clubs in that league/division ("the League Average");

### 5 Rule 79 Defaulting Club

- 5.1 Where a Club Average is one point or more (but less than two points) above the League Average it shall be a Rule 79 Defaulting Club;

### 6 Rule 80 Defaulting Club

- 6.1 Where a Club Average is two points or more above the League Average it shall be a Rule 80 Defaulting Club.

# ANNEX F

## TERMS REFERRED TO IN THE PROTOCOL

Term	Meaning
"Admitted Breach"	Shall have the meaning given to it at Paragraphs 12.3.1 and 12.3.2
Affiliated Association	Shall have the meaning as defined in Article 1.1.
Affiliated National Association	Shall have the meaning as defined in Article 1.1.
"Alleged Party in Breach"	Shall mean a Party alleged to have breached a Disciplinary Rule(s).
"Amateur Player"	Shall have the meaning given to it in the Registration Procedures
"Anti-Doping Regulations"	Shall have the meaning as defined in Article 1.1.
"Anti-Doping Violation"	Shall have the meaning given to it in the Anti-Doping Regulations
"Appeal Commencement Date"	Shall have the meaning given to it at Paragraph 15.2.1.3.
"Appeals Hearing"	Shall have the meaning given to it at paragraph 15.8.2.1.
"Appeal Notice of Withdrawal"	Shall have the meaning given to it at Paragraph 15.2.2.4.
"Appeals Proceedings"	Where a Party has a right of appeal under the Protocol, the appeal shall be conducted as Appeals Proceedings.
"Appellant"	Shall have the meaning given to it at Paragraph 14.1.
"Appellate Tribunal"	Shall have the meaning given to it at Paragraph 7.1.1.3.
"Articles"	Means the Scottish FA's Articles of Association as amended from time to time and a reference to an "Article" is a reference to an Article within the Articles.
"Associated Person"	Shall have the meaning given to it at Paragraph 1.4.1.
"Association Football"	Shall have the meaning as defined in Article 1.1.
"at a match"	Means at or in the environs of or associated with a match.
"Auditor of Court"	Shall have the meaning given to it at Paragraph 16.2.4.
"Board"	Shall have the meaning as defined in Article 1.1.
CAS Assessment Panel	Means an independent panel appointed by the Scottish FA to make a determination upon the application and/or application for derogation submitted by Clubs for participation in the Club Academy Scotland Programme
"Case"	Means the subject matter of each issue(s) referred to a Tribunal for its Determination, including arising from the Articles, the Disciplinary Rules, or any appeal.
"Category"	Shall have the meaning as defined in Article 1.1.
"CCD Rule"	Means a Cup Competition Disciplinary Rule as defined in Annex A to the Protocol.
"Chairman"	Shall mean the chairman of a Tribunal, as provided for in the Protocol
"club"	Shall have the meaning as defined in Article 1.1.
"Club Average"	Shall have the meaning given to it in Annex E hereto.
"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 Licence"	Shall have the meaning as defined in Article 1.1.
"Club Licensing Procedures"	Shall have the meaning as defined in Article 1.1.
"Code of Conduct"	Shall have the meaning as defined in Article 1.1.
"CO Fast Track Response"	Shall have the meaning given to it at Paragraph 13.5.4.1.
"CO Reference"	Means a reference in terms of Paragraph 13.4.
"Competition Period"	Shall have the meaning given to it in the Anti-Doping Regulations
"Complaint"	Means the subject of a Notice of Complaint.
"Committee"	Shall have the meaning as defined in Article 1.1.
"Compliance Officer"	Shall mean the person with the functions set out in Paragraph 5.1.
"Congress"	Shall have the meaning as defined in Article 1.1.



Term	Meaning
"Court of Arbitration for Sport"	Shall have the meaning as defined in Article 1.1.
"Cup Competition Rules"	Means the Scottish FA's Cup Competition Rules as promulgated and amended from time to time.
"Date of Commencement"	Shall have the meaning given to it at Paragraphs 12.2.2 and 13.2.2.
"Decision"	Means a Decision on a particular issue arising during the course of, or arising from Proceedings, and "to Decide" shall be construed accordingly.
"Deposit"	Means the Deposit lodged in an appeal, as set out in more detail at Paragraph 15.2.1.5 of this Protocol.
"Determination"	Means the determination by the Tribunal in respect of a Case referred to it, including the determination of a Breach, Complaint and the award of a sanction; or a determination by an original decision making body which is the subject of an appeal, as the context shall require; and "to Determine" shall be construed accordingly.
"Direction"	Means a direction by the Tribunal ordering a procedural action to be undertaken; and "to Direct" shall be construed accordingly.
"Director"	Means a Director of the Scottish FA for the time being, who shall be a member of the Board as constituted by the Articles of Association.
"disability"	Means physical or mental impairment of any kind.
"Disciplinary Procedures"	Shall have the meaning as defined in Article 1.1.
"Disciplinary Rules"	Means the rules and sanctions more particularly described at Annex A to the Protocol, and as amended from time to time.
"Disciplinary Tribunal"	Shall have the meaning given to it at Paragraph 7.1.1.1.
"Disorderly Conduct"	Shall have the meaning as defined in Article 1.1.
"Electronic Evidence"	Shall have the meaning given to it at Paragraph 8.5.5.
"Effective Date"	Shall have the meaning given to it at Paragraph 1.6.
"Excessive Misconduct"	Means the commission of an offence listed in the Schedule of Offences in Annex C where there is an aggravation of that offence. Such aggravation may include, but is not limited to, (i) prolongation of the incident involving the commission of the offence and/or (ii) where a combination of different offences listed in the Schedule of Offences in Annex C have been committed and/or (iii) the continued use of offensive, abusing and/or insulting language and/or behaviour and/or (iv) calling a match official a cheat and/or implying that a match official is a cheat and/or calling a match official's integrity into question and/or implying that a match official's integrity should be brought into question and/or (v) failing to comply with a match official's request and/or (vi) adopting aggressive behaviour towards a match official and/or (vii) the existence of any racist, sexist, sectarian and/or otherwise discriminatory element to the offence and/or (viii) the degree of any physical violence (ix) committing Unacceptable Conduct.
"Excessive Misconduct Report"	Means a Report submitted by a match official regarding Excessive Misconduct.
"Founding Principles"	Shall have the meaning given to it at Section 2.
"Fast Track Proceedings"	Are proceedings aimed at handling certain Cases as set out in Section 13 of the Protocol.
"Fast Track Tribunal"	Shall have the meaning given to it at Paragraph 7.1.1.2.
"FIFA"	Shall have the meaning as defined in Article 1.1.
"FIFA International Transfer Certificate"	Shall have the meaning given to it in the Registration Procedures
"First Instance Proceedings"	Are the ordinary form of first instance proceedings which are not Fast Track Proceedings.
Football Academy	Shall mean a Football Academy competing in the Club Academy Scotland games programmes.
"Grounds of Appeal"	Shall have the meaning given to it at Paragraph 15.2.1.
"insolvency event"	Shall have the meaning as defined in Article 1.1.



Term	Meaning
"Intermediary Regulations"	Shall have the meaning as defined in Article 1.1
"International Match Calendar"	Shall have the meaning as defined in Article 1.1.
"Judicial Panel"	Shall have the meaning as defined in Article 1.1.
"Judicial Panel Secretary"	Shall mean the secretary appointed in terms of Paragraph 6.2.1.
"Judicial Panel Terms of Reference"	Means the Judicial Panel Terms of Reference promulgated by the Scottish FA and amended from time to time.
"Laws of the Game"	Shall have the meaning as defined in Article 1.1 and reference to "Law (number)" shall be a reference to the relevant law of the Laws of the Game.
"League or The Scottish Professional Football League or SPFL"	Means the combination of Association Football clubs comprising the clubs known as The Scottish Professional Football League or SPFL;
"League Average"	Shall have the meaning given to it in Annex E hereto.
"Licensing Committee"	Shall have the meaning as defined in Article 1.1.
"List of Referees"	Shall have the meaning as defined in Article 1.1.
"Lower End"	Shall mean the lower end for the imposition of a sanction relative to a particular Rule.
"match official"	Shall have the meaning as defined in Article 1.1.
"Maximum"	Shall mean the maximum for the imposition of a sanction relative to a particular Rule.
"member"	Shall have the meaning as defined in Article 1.1.
"Mid Range"	Shall mean the mid range for the imposition of a sanction relative to a particular Rule.
"Misconduct"	Means acting in an unacceptable and/or improper manner. Misconduct includes, but is not limited to,: (i) failing to behave in a responsible manner whilst occupying the technical area and/or (ii) committing an act of Unacceptable Conduct and/or (iii) spitting at an opponent or any other person and/or (iv) using offensive, insulting and/or abusive language and/or (v) adopting a threatening and/or aggressive attitude and/or behaviour and/or (vi) acting in an inflammatory manner and/or (vii) dissenting to a Match Official by word and/or action and/or (viii) calling a match official a cheat and/or implying that a match official is a cheat and/or calling a match official's integrity into question and/or implying that a match official's integrity should be brought into question and/or (ix) failing to comply with a match official's request and/or (x) breaching the Post Match Protocol and/or (xi) acting in breach of any of the Disciplinary Rules and/or (xii) acting in breach of Laws of the Game.
"National Association"	Shall have the meaning as defined in Article 1.1.
"Non-Professional Game Board"	Shall have the meaning as defined in Article 1.1.
"Notice of Appeal"	Shall be a notice as provided for in Paragraph 15.2.1.
"Notice of Complaint"	Shall have the meaning given to it at Section 9.
"Notice of Player Reference"	Shall be a notice as provided for in Paragraph 13.5.1.
"Notice of Withdrawal"	Shall have the meaning given to it at Paragraph 13.3.5.
"Obvious Refereeing Error"	Means an error at a match by a referee or a match official which is clear or self-evident, or easily perceived.
"official"	Shall have the meaning as defined in Article 1.1.
"Official Return"	Shall have the meaning as defined in Article 1.1.
"Panel Members"	Shall have the meaning given to it at Paragraph 6.1.1.
"Part Determination"	Shall have the meaning given to it at Paragraph 10.7.3.
"Party"	Means a party to proceedings arising in respect of the Protocol.
"Party in Breach"	Shall mean a Party Determined to have breached the Disciplinary Rules.
"player"	Shall have the meaning as defined in Article 1.1.
"Player Fast Track Response"	Shall have the meaning given to it at Paragraph 13.5.3.1.

Term	Meaning
"Player Reference"	Shall mean a reference in terms of Paragraph 13.3.
"Player Support Person"	Shall mean an official, Team Official, member of Team Staff, Intermediary, nutritionist, paramedical personnel, parent or any other person working with or treating or assisting a Player participating in and/or preparing for any match, training or competition.
"Player v Club Appellate Tribunal List"	Shall mean the list of Panel Members maintained by the Judicial Panel Secretary pursuant to Paragraph 7.2.3
"Playing Zone"	Shall have the meaning given to it at Paragraph 11.6.4.
Post Match Protocol	A Protocol which provides guidance for post match contact between Team Staff and Match Officials. Clubs are provided with the terms of this protocol electronically.
"Preliminary Hearing"	Shall have the meaning given to it at Paragraph 10.4.1
"Principal Hearing"	Shall have the meaning given to it at Paragraph 12.5.1 and 13.7.1.
"Professional Game Board"	Shall have the meaning as defined in Article 1.1.
"Professional Non-Contract Player"	Shall have the meaning given to it in the Registration Procedures
"Protocol"	Means this Judicial Panel Protocol, as amended from time to time and shall include the annexes thereto.
"Protocol for Tribunal Appointments"	Means the Protocol for Judicial Appointments promulgated by the Scottish FA and amended from time to time.
Pyramid Play-Off Rules	The Pyramid Play-Off Rules of the Scottish FA, Scottish Professional Football League, SHFL and SLFL, as agreed from time to time
"recognised football body"	Shall have the meaning as defined in Article 1.1.
"Recognised Team"	Shall have the meaning given to it in Paragraph 1.11 of Annex C.
"Recreational Form Player"	Means a player registered under a Recreational player Registration Form.
"Recreational player Registration Form"	Shall have the meaning as defined in the Registration Procedures.
"referee"	Shall have the meaning as defined in Article 1.1.
"Referee Committee"	Shall have the meaning as defined in Article 1.1.
"Referees' Association"	Shall have the meaning as defined in Article 1.1.
"Register of Competitions"	Shall have the meaning as defined in Article 1.1.
Registration Member	Shall have the meaning defined in the Registration Procedures.
"Registration Procedures"	Shall have the meaning as defined in Article 1.1.
"Representation Contract"	Shall have the meaning defined in the Intermediary Regulations.
"Respondent"	Shall have the meaning given to it at Paragraph 15.1.6.
"Rule"	Shall mean an individual rule of the Disciplinary Rules.
"Rules of the Scottish Professional Football League"	Shall mean the rules of the League as approved by the Board from time to time.
"Scale of Sanctions"	Shall mean a scale of Lower End, Mid Range, Top End and Maximum sanctions relative to a Rule, together with such commentary as is appropriate, and contained within the Disciplinary Rules.
"Scottish Amateur FA"	Shall mean The Scottish Amateur FA, an unincorporated association, whose office is at Hampden Park, Glasgow, G42 9DB.
"Scottish Cup"	Shall have the meaning as defined in the Cup Competition Rules.
"Scottish FA"	Shall have the meaning as defined in Article 1.1.
"Scottish Highland Football League or SHFL"	Shall have the meaning as defined in Article 1.1
"Scottish Junior FA"	Shall mean The Scottish Junior FA, an unincorporated association, whose office is at Hampden Park, Glasgow, G42 9DD.
"Scottish Lowland Football League or SLFL"	Shall have the meaning as defined in Article 1.1

Term	Meaning
"Season"	Means the period from the day of the Annual General Meeting of the Scottish FA in one year through to the day prior to the next Annual General Meeting of the Scottish FA. However, the Season for women's and girls' Association Football in Scotland shall be the period stipulated by the Affiliated National Association responsible for that grade of the game from time to time.
"Secretary"	Shall have the meaning as defined in Article 1.1.
"Scottish Professional Football League or SPFL Scottish Premiership"	Shall mean Division One as that term is defined in the Rules of the Scottish Professional Football League.
"Scottish Professional Football League or SPFL Scottish Championship"	Shall mean Division Two as that term is defined in the Rules of the Scottish Professional Football League.
"Scottish Professional Football League or SPFL Scottish League One"	Shall mean Division Three as that term is defined in the Rules of the Scottish Professional Football League.
"Scottish Professional Football League or SPFL Scottish League Two"	Shall mean Division Four as that term is defined in the Rules of the Scottish Professional Football League.
"Suspension Tribunal"	Shall mean have the meaning given to it in Paragraph 14.10
"Team Official"	Shall have the meaning as defined in Article 1.1.
"Team Scout"	Shall have the meaning as defined in Article 1.1
"Team Scout Form"	Shall have the meaning as defined in Article 1.1
"Team Staff"	Shall have the meaning as defined in Article 1.1.
"Top End"	Shall mean the top end for the imposition of a sanction relative to a particular Rule.
"Transaction"	Shall have the meaning given to it in the Intermediary Regulations
"Tribunal"	Shall have the meaning given to it at Paragraph 7.1.1.
"Tribunal Secretary"	Shall mean the secretary(s) appointed in terms of Paragraph 6.2.2.
"Tribunal Member"	Shall mean a member appointed to a Tribunal under the provisions of the Protocol.
"UEFA"	Shall have the meaning as defined in Article 1.1.
"Unacceptable Conduct"	Shall have the meaning as defined in Article 1.1.
"Working Day"	Means a day (other than a Saturday or Sunday) which is not considered by the Scottish FA to be a public holiday in Scotland. The Scottish FA shall provide a list of public holidays for this purpose at the start of each Season.
"Youth Player"	Shall have the meaning given to it in the Registration Procedures

## Annex G

I .....  
Solicitor, hereby undertake in relation to all documents disclosed to me by the Compliance Officer for the Scottish FA in the case of The Compliance Officer v ..... (case reference (1)) that:

- 1) I will not pass the documents to any other person
- 2) I will not pass copies of the documents to any other person, other than to allow the instruction of an expert witness or Counsel. Where copy documents are passed on in this manner they shall be passed securely and only on the basis that (i) I have received written undertakings from the party the documents have been disclosed to that the documents will be used only in accordance with my instructions and that technical and organisational security measures are in place which are sufficient to protect the documents from unauthorised disclosure, loss, damage, or destruction; and (ii) the documents are securely returned to me at the conclusion of the involvement of the expert witness or Counsel in the Case
- 3) I will not permit copies of the documents to be made by any other person unless written permission to make copies has been provided to me, by the Compliance Officer, Tribunal Secretary and/or Judicial Panel Secretary.
- 4) I will securely house the documents in my Office or business premises and apply appropriate levels of encryption to any soft copies of the documents and to any devices on which any soft copies of the documents are stored.
- 5) I will securely return the documents to the Scottish FA at the conclusion of my involvement in the Case

(Signature) .....

(Full name) .....

(Date) .....

