

**THE  
SCOTTISH  
FOOTBALL  
ASSOCIATION LTD  
JUDICIAL PANEL  
PROTOCOL  
2021/2022**



**NOTHING  
MATTERS  
MORE**



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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 11.5 of this Protocol.

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 14.11.2;
  - 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 Sections, 13, 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, and/or order that such oral hearing 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 subject to the provisions of Sections 13 and 18 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 Fast Track Notices of Complaint 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 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 14.11 opposing the suspension of a Determination pending appeal.
- 8.6.5 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.
- 8.6.6 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).
- 8.6.7 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.
- 8.6.8 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

This Section addresses Notices of Complaint and unless specifically stated otherwise in this Protocol, shall include Fast Track Notices 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, and in particular Paragraph 13.21.3 of this Protocol relative to Claims, an Alleged Party in Breach, a Party who has admitted a breach, and an Appellant may participate, lodge submissions, make representations and shall be admitted to any hearing in proceedings.

10.1.2 Subject to the express terms of this Protocol and in particular Paragraph 13.17.4 relative to Claims 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 and Paragraphs 13.17.4 and 13.21.3:

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 Other than in relation to Fast Track Notices of Complaint, 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. The Tribunal may refuse to allow a Party to be represented by any person not so notified.

10.1.4.1 In relation to Fast Track Notices of Complaint, an Alleged Party in Breach must notify the Judicial Panel Secretary of his intention to be represented and/or accompanied by the specified person(s) who will represent and/or accompany him during the proceedings at the same time as delivering his Response to the Fast Track Notice of Complaint. 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 Subject to the express terms of this Protocol and in particular the provisions of Paragraphs 10.2.2, 13.16 and 13.21.1 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 In circumstances where hearings cannot be held, in person, at Hampden Park and a hearing cannot be conducted at another location, such hearings shall be conducted by video conference.

10.2.3 Subject to Paragraphs 10.2.7 and 13.14.3 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.

10.2.4 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.

- 10.2.5 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:
- 10.2.5.1 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.
  - 10.2.5.2 Request that the Tribunal appointed to the case consider the application; and/or
  - 10.2.5.3 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.
- 10.2.6 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:
- 10.2.6.1 Order that a hearing take place for the purpose of deciding whether the application should be granted;
  - 10.2.6.2 Decide upon the application based upon written submission only; and/or
  - 10.2.6.3 Make any Decision it considers necessary in terms of extending or abridging time limits in the case.
- 10.2.7 A Fast Track Principal Hearing in respect of a case falling under Fast Track Proceedings shall take place in accordance with the provisions of Paragraphs 13.14.3, 13.16 and 13.21 of the Protocol.
- 10.2.8 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. In determining whether or not an objection has been made timeously the Tribunal shall take account of :
    - 10.6.3.1 That Fast Track Proceedings are specifically designed to address matters expeditiously, and that the aim is that any case raised under Fast Track Proceedings be Determined before the next match of the player's club.
    - 10.6.3.2 The timescales set out by Section 13 of the Protocol.
  - 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 8.6.6 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 or a Fast Track 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 or a Fast Track Notice of Complaint committed the Rule breach alleged.

- 10.10.4 At all times in a Claim made by a Claimant in terms of Section 13 of this Protocol before it can reach a Determination that the Claim should be upheld, a Fast Track 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.

- 10.10.5 Where the Fast Track Tribunal Determining the Claim has been presented with competing accounts, before it can reach a Determination that a Claim should be upheld, a Fast Track Tribunal must be satisfied that:

- 10.10.5.1 The evidential account presented by the Claimant 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 Subject to the express terms of this Protocol and in particular the provisions of Paragraphs 13.21.3 and 13.21.4 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 Subject to the express terms of this Protocol and in particular the provisions of Paragraphs 13.21.3 and 13.21.4 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 10.10.2.2 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 10.10 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 irremediably 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

### *The Scale of Sanctions*

- 11.1 Subject to the terms of Paragraph 11.5, below, the Disciplinary Rules provide a Scale of Sanctions considered generally appropriate in respect of each Disciplinary Rule. The Scale of Sanctions provides the form of, and scale of sanction(s) that should generally be applied by the Tribunal.
  - 11.1.1 Where the Scale of Sanctions for a Disciplinary Rule specifies more than one form of sanction the Tribunal may apply such number or combination of those specified sanctions as it considers appropriate.
    - 11.1.1.2 The range in the Scale of Sanctions addresses the seriousness of the breach of the Disciplinary Rule and is categorised into four parts in ascending order of gravity as follows:
      - 11.1.1.2.1 The Lower-End for suspensions, fines and, where applicable, other sanctions (LE);
      - 11.1.1.2.2 The Mid-Range for suspensions, fines and, where applicable, other sanctions (MR);

- 11.1.2.3 The Top End of the range for suspensions, fines and, where applicable, other sanctions (TE);
- 11.1.2.4 The Maximum sanctions for suspensions, fines and, where applicable, other sanctions.
- 11.1.3 Where the Scale of Sanctions is to be applied the Disciplinary Rule will state a sanction as being Lower-End, Mid-Range or Top End. The sanction that is stated is the starting point of that part of the range of the Scale of Sanctions.
- 11.1.4 The sanctions available in the range provided by the Lower End of the Scale of Sanctions may increase beyond the starting point of the Lower End but shall not be equal to or greater than the starting point of the Mid-Range. The sanctions available in the range provided by the Mid-Range of the Scale of Sanctions may increase beyond the starting point of the Mid-Range but shall not be equal to or greater than the starting point of the Top End. The sanctions available in the range provided by the Top End of the Scale of Sanctions may extend beyond the starting point of the Top End but shall not be equal to or greater than the Maximum.
- 11.1.5 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.
- 11.1.6 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.

## **Suspensions**

- 11.2 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.
  - 11.2.1 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..
  - 11.2.2 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 7.2.
  - 11.2.3 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.
  - 11.2.4 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.
  - 11.2.5 A match which is abandoned does not count towards a completed match in terms of the serving of any suspension, automatic or otherwise.

- 11.2.6 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.
- 11.2.7 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.
- 11.2.8 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.
- 11.2.9 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.
- 11.2.10 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.
- 11.2.11 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.
- 11.2.12 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.
- 11.2.13 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.
- 11.2.14 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.

### **Application of Sanctions**

- 11.3. Unless otherwise stated in the Protocol, any sanction stated in the Scale of Sanctions shall be imposed so as to take immediate effect.

- 11.3.1 A Tribunal shall however be entitled to defer and/or suspend in whole or in part the effect of any sanction for such period and on such conditions as it considers appropriate. However, where part of the sanction is deferred and/or suspended, the element of the sanction deferred/suspended must not be greater than the length or quantum of the element of the sanction imposed with immediate effect.
- 11.3.1.1 The Tribunal may specify such time limit for compliance with each sanction as it considers appropriate.
- 11.3.1.2 The sum for a fine shall be paid in pounds Sterling unless specified by the Tribunal in such other currency as it considers appropriate.
- 11.3.2 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.

### ***Determination of Sanction***

- 11.4 Where the Tribunal has discretion in its Determination of the sanction(s) to be imposed in respect of a breach of the Disciplinary Rules, the Tribunal should generally proceed to Determine the sanction to be imposed by:
- 11.4.1 Considering whether the breach was committed either (i) intentionally, with deliberate action; and/ or (ii) recklessly, where the Party's actions were not intentional; and/or (iii) carelessly, where the risk of committing an act of breach was or should have been apparent.
- 11.4.2 Considering all issues directly relating to the incident, including:
- 11.4.2.1 The nature of the actions and the manner in which the breach occurred;
- 11.4.2.2 The existence of provocation and whether the Party acted in retaliation and/or self-defence;
- 11.4.2.3 The effect of the Party's actions on the victim of the breach, including any injury caused;
- 11.4.2.4 The vulnerability of the victim of the breach;
- 11.4.2.5 The effect of the Party's actions on the game, including whether it changed the nature of a match;
- 11.4.2.6 The level of premeditation;
- 11.4.2.7 Whether the breach was completed, or whether it amounted to an attempt; and/or
- 11.4.2.8 Any other on-field (where appropriate) or general issue relevant to the breach.
- 11.4.3 Weighing up the factors set out in Paragraphs 11.4.1 and 11.4.2 to Decide the gravity of the incident and whether the gravity of the incident is such that the appropriate sanction for the breach of the Disciplinary Rule falls within the Lower-End, Mid-Range or Top End parts of the Scale of Sanctions range, or whether it merits the Maximum sanction.
- 11.4.4 Considering any aggravating factors they Decide are established including:
- 11.4.4.1 Absence or lack of remorse and/or contrition on the part of the Party;
- 11.4.4.2 Where the Party in Breach has breached any Disciplinary Rule, including where a censure has been awarded, 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;

- 11.4.4.3 Prolongation of the incident;
- 11.4.4.4 The continued use of offensive, abusive and insulting language and/or behaviour;
- 11.4.4.5 Calling a match official a cheat and/or calling a match official's integrity into question;
- 11.4.4.6 Failure to comply with a match official's requests;
- 11.4.4.7 The adoption of aggressive behaviour towards a match official;
- 11.4.4.8 The need for a deterrent to combat the particular pattern of offending;
- 11.4.4.9 Whether the incident is sectarian, racist, sexual or otherwise discriminatory in nature;
- 11.4.4.10 Whether the incident involved any element of physical violence;
- 11.4.4.11 Whether a single incident (insofar as such incident is not referred as separate Breaches) comprises a breach of more than one Disciplinary Rule;
- 11.4.4.12 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 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.
- 11.4.4.13 Any other general aggravating factor considered to be relevant; and Deciding whether any such aggravating factors cause the gravity of the breach of the Disciplinary Rule to be increased.
- 11.4.5 Considering all mitigating factors they Decide are established, including:
  - 11.4.5.1 The existence and timing of an acknowledgement of the breach by the Party;
  - 11.4.5.2 A good disciplinary record;
  - 11.4.5.3 Good character;
  - 11.4.5.4 The Party's Conduct during proceedings, including at the hearing;
  - 11.4.5.5 The Party's remorse for actions; and/or
  - 11.4.5.6 Any other general mitigating factors;
 and Deciding whether any such mitigating factors cause the gravity of the breach of the Disciplinary Rule to be decreased.
- 11.4.6 Considering any other factors which the Tribunal considers to be relevant to the level of sanction;
- 11.4.7 Weighing up the factors set out in Paragraphs 11.4.4 ,11.4.5 and 11.4.6 to Decide the gravity of the breach of the Disciplinary Rule. In particular, the Tribunal will consider whether the breach now falls within the Lower-End, Mid-Range or Top

End of the Scale of Sanctions range, or whether it now merits Maximum sanction, before finally Determining the appropriate sanction.

### **Application of Sanctions**

- 11.5 Notwithstanding the Scale of Sanctions, where the Tribunal has a discretion in its Determination of sanction and where it has considered all of the factors set out in Paragraph 11.4, a Tribunal may, in exceptional circumstances, apply an alternative sanction not expressly provided for in the Scale of Sanctions for the Disciplinary Rule. The Tribunal may do so where it is satisfied that such a sanction is of a nature which may reasonably be considered to be effective in the circumstances, proportionate to the breach and dissuasive with reference to the circumstances of the particular matter and the nature of sanctions expressly provided for in respect of that Disciplinary Rule. Such other sanctions may include (but not be limited to) the following:
- a) Imposition of a censure;
  - b) Imposition of a sanction in the same form as provided in the Scale of Sanctions for that Disciplinary Rule but below the starting point of the Lower End part of the Scale of Sanctions for that Disciplinary Rule;
  - (c) Imposition of 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 Annex A;
  - (d) In respect of a match taking place in the Scottish Cup competition, annul the result of the match;
  - (e) In respect of a match taking place in the Scottish Cup competition, order that the match be replayed;
  - (f) Ejection and/or exclusion from the Scottish Cup competition;
  - (g) 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;
  - (h) In respect of a match taking place in the Scottish Cup competition, the order of playing a match or matches behind closed doors;
  - (i) 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;
  - (j) 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;
  - (k) 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;
  - (l) 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;
  - (m) Cancellation or refusal of the registration of any player registered or attempted to be registered;
  - (n) The order that the club concerned be debarred from registering players for such period and under such conditions as The Tribunal thinks appropriate;
  - (o) 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
  - (p) 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 11.5, in respect of Rules for which there is a mandatory sanction(s), such mandatory sanction(s) shall be imposed.

### **Miscellaneous sanction provision**

- 11.6 The imposition of fines and other sanctions by the Scottish FA is without prejudice to its legal rights, including in contract and delict.
- 11.7 The Parties consent to registration of the Tribunal's Determination for preservation and execution.

### **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 a Response to the Compliance Officer. 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 Subject to the terms of Paragraph 13.16.8 and Paragraph 13.22 below, 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

Fast Track Proceedings shall proceed according to the provisions of this Protocol, including the general procedural rules at Section 10 (where applicable) above and the particular provisions contained in this Section 13. The aim is that any case raised under Fast Track Proceedings should be Determined expeditiously and, where practicable to do so, before the next match of the Alleged Party in Breach's club.

#### 13.1 It should be noted that:

- 13.1.1 Only proceedings that are stated in this Section 13 may be brought as Fast Track Proceedings.
- 13.1.2 Only the persons specifically identified in this Section 13 as being capable of raising Fast Track Proceedings may do so.
- 13.1.3 This Section 13 provides or refers to the procedures that must apply to Fast Track Proceedings.
- 13.1.4 No question of fairness of process shall arise from a Party's failure or inability to conform to any timescales set down or referred to in this Section 13.
- 13.1.5 A hearing for the purpose of dealing with the substance of Fast Track Proceedings shall be referred to as a "Fast Track Principal Hearing".
- 13.1.6 Guidance is provided by Annexes J and K relative to the evidence and procedure for Fast Track Principal Hearings.
- 13.1.7 The guidance provided in Annex B relative to evidence and procedure for Principal Hearings does not apply to Fast Track Proceedings.
- 13.1.8 Where reference is made to a match official in this Section 13, this refers to the referee, and/or any assistant referees, fourth official or additional assistant referees appointed to the match which is the subject of the Fast Track Proceedings. Reference to a match official in this Section 13 does not refer to any referee observer appointed to the match which is the subject of the Fast Track Proceedings.
- 13.1.9 The standard of proof in all matters in dispute and matters required to be established in all Fast Track Proceedings and in Player Claim Proceedings shall, for all purposes, be proof on the balance of probabilities.
- 13.1.10 Subject to 13.1.11, the Tribunal in all Fast Track Proceedings and in Player Claim Proceedings shall be entitled to receive such evidence and, in such form, as it thinks fit (including evidence in writing), notwithstanding the evidence may not be admissible in civil or criminal proceedings and shall be entitled to attach such weight to that evidence as it sees fit.

- 13.1.11 Notwithstanding the terms of 13.1.10, Tribunals in all Fast Track proceedings and in Player Claim proceedings shall not permit the introduction of opinion evidence, including from current or former match officials, other than expert opinion evidence. Expert opinion evidence must only be permitted to be introduced by a Tribunal where the relevant evidence falls outside the everyday and/or football knowledge of the members of the Tribunal.

#### ***Fast Track Proceedings raised by the Compliance Officer***

- 13.2 The Compliance Officer may, subject to the provisions of this Section 13, raise Notices of Complaint under this Section 13 ("Fast Track Notices of Complaint"). The Alleged Party in Breach in a Fast Track Notice of Complaint shall only ever be a player who participated, whether in the starting 11 or as a substitute, in the match referred to in the Notice of Complaint.
- 13.2.1 A Fast Track Notice of Complaint may only be brought where the Compliance Officer:
- 13.2.1.1 alleges that the Alleged Party in Breach has breached Disciplinary Rule 200; and/or
  - 13.2.1.2 alleges that the Alleged Party in Breach has breached Disciplinary Rule 201; or
  - 13.2.1.3 alleges that the Alleged Party in Breach committed a sending off offence and a mistake was made by a match official(s) as to the identity of the perpetrator of the sending off offence so that the sanction of a sending off was incorrectly administered to another player.
- 13.2.2 A Fast Track Notice of Complaint alleging a breach of Disciplinary Rule 200 and/or 201 may only be brought where the alleged act/acts referred to within the Fast Track Notice of Complaint are supported by video images evidencing the alleged breach of Disciplinary Rule 200 and/or 201.

#### ***Fast Track Notice of Complaint – Alleged Breach of Disciplinary Rule 200***

- 13.3 A Fast Track Notice of Complaint alleging a breach of Disciplinary Rule 200 may not be brought where the Alleged Party in Breach was dismissed by the referee for the sending off offence of serious foul play and/or violent conduct and/or biting or spitting at someone in relation to the same incident during the match.
- 13.4 A Fast Track Notice of Complaint alleging a breach of Disciplinary Rule 200 may be brought where the referee has reported a cautionable offence for the Player concerned in respect of the same incident. In such circumstances, and where the Fast Track Notice of Complaint is either admitted or is proved by the Tribunal, the cautionable offence reported by the referee shall be removed from the Player's disciplinary record.
- 13.5 A Fast Track Notice of Complaint alleging a breach of Disciplinary Rule 200 may be brought where the same Player was sent off in relation to a different incident later in the same match.

#### ***Evidence from former Match Officials***

- 13.6 Where a breach of Disciplinary Rule 200 is alleged to have occurred, the Compliance Officer must seek written confirmation from three former match officials that the act or acts to be complained of in a Fast Track Notice of Complaint amount to a sending off offence. A Fast Track Notice of Complaint alleging a breach of Disciplinary Rule 200 may only be brought where the Compliance Officer has received such written confirmation from each of three former match officials. Service of a Fast Track Notice of Complaint by the Compliance Officer shall constitute a rebuttable presumption that such written confirmation has been obtained by the Compliance Officer from three former match officials that the act or acts complained of in the Fast Track Notice of Complaint amount to a sending off offence.
- 13.7 Copies of the written confirmations referred to in Paragraph 13.6 above should not, except as provided in Paragraph 13.8 below, be shared with the Tribunal and/or be used as evidence for the purposes of the Fast Track Principal Hearing. However, copies of the written confirmation from each of the three former match officials should be provided to the Alleged Party in Breach by the Compliance Officer along with the Fast Track Notice of Complaint.

- 13.8 Notwithstanding the terms of Paragraph 13.7 above, copies of the written confirmations may be shared with the Tribunal only where, (i) the Alleged Party in Breach contests that the Compliance Officer has received the required written confirmations from three former match officials, and/or (ii) the Tribunal decides, subject to Paragraph 13.1.11 above, that they require to be so shared.

#### ***Fast Track Notice of Complaint – Breach of Disciplinary Rule 201***

- 13.9 A Fast Track Notice of Complaint alleging a breach of Disciplinary Rule 201 may only be raised by the Compliance Officer where an Alleged Party in Breach is alleged to have committed an act of simulation which caused a match official to make an incorrect decision and/or support an error of judgment so that the Alleged Party in Breach's team obtained a Substantial Advantage.
- 13.9.1 A Substantial Advantage is obtained only where:
- 13.9.1.1 a penalty kick is awarded; or
  - 13.9.1.2 a direct free kick is awarded and the team of the player who has simulated scores directly from the free kick or in the immediate passage of play that follows the taking of that free kick; or
  - 13.9.1.3 an opposing player is dismissed for a sending off offence or the opposing player is sanctioned by a caution and this caution is one of the two cautions that led to his dismissal during the match.
- 13.9.2 A Fast Track Notice of Complaint alleging a breach of Disciplinary Rule 201 which is alleged to have occurred by virtue of the Alleged Party in Breach simulating that he was fouled, shall only be held to be established by the Tribunal where:
- 13.9.2.1 the opposing player challenging for the ball (who has been wrongly penalised for committing a foul) did not make contact with the Alleged Party in Breach in the course of making that challenge; or
  - 13.9.2.2 the Alleged Party in Breach deliberately initiated contact with an opposing player with the intention of deceiving the referee that a foul had been committed by that opposing player.
- 13.9.3 Where the subject matter of, or alleged facts pertaining to a Fast Track Notice of Complaint raised against a Player is linked to a Player Claim under Section 13.17, the Player Claim and the Fast Track Notice of Complaint may both be determined at the same hearing.

#### ***Evidence from former Match Officials***

- 13.10 Where a breach of Disciplinary Rule 201 is alleged to have occurred, the Compliance Officer must seek written confirmation from three former Match Officials that the act or acts to be complained of in a Fast Track Notice of Complaint amount to simulation. A Fast Track Notice of Complaint alleging a breach of Disciplinary Rule 201 may only be brought where the Compliance Officer has received such written confirmation from each of the three former Match Officials. Service of a Fast Track Notice of Complaint by the Compliance Officer shall be confirmation written confirmation has been obtained from three former match officials that the act or acts complained of in the Fast Track Notice of Complaint amount to a simulation.
- 13.11 Copies of the written confirmations referred to in Paragraph 13.10 above should not, except as provided in Paragraph 13.12 below, be shared with the Tribunal and/or be used as evidence for the purposes of the Fast Track Principal Hearing. However, copies of the written confirmations should be provided by the Compliance Officer to the Alleged Party in Breach along with the Fast Track Notice of Complaint.
- 13.12 Notwithstanding the terms of Paragraph 13.11 above, copies of the written confirmations may be shared with the Tribunal only where: (i) the Alleged Party in Breach contests that the Compliance Officer has received the required written confirmation from each of three former match officials, and/or (ii) the Tribunal otherwise decides, subject to Paragraph 13.1.11 above, that they require to be so shared.

### **Fast Track Notice of Complaint – Mistaken Identity**

- 13.13 Where the referee is alleged to have made a mistake as to the identity of the perpetrator of a sending off offence and a Player Claim under Paragraph 13.17.9.1 has been made, a Fast Track Notice of Complaint may be raised against the player alleged to be the true perpetrator of the sending off offence. Said Fast Track Notice of Complaint may be determined at the same hearing as that convened for any other purposes in terms of this Paragraph 13.

### **Fast Track Notice of Complaint – Procedure**

- 13.14 Fast Track Proceedings in relation to a Fast Track Notice of Complaint shall commence on the date when a Fast Track Notice of Complaint is delivered or deemed delivered to the Alleged Party in Breach. A Fast Track Notice of Complaint and all of the evidence and written submissions relied upon by the Compliance Officer to prove that Fast Track Notice of Complaint must, except as approved by a Tribunal, be delivered to the Alleged Party in Breach by no later than 3pm on the 2nd Working Day following the day of the match to which the Fast Track Notice of Complaint relates. The Fast Track Notice of Complaint may be delivered by the Compliance Officer directly to the club of the Alleged Party in Breach, and such Notice shall be deemed to have been delivered to the Alleged Party in Breach where delivered to his club. The club shall then have a duty to immediately deliver the Fast Track Notice of Complaint to the Alleged Party in Breach.
- 13.14.1 Any Fast Track Notice of Complaint that is delivered later than 3pm on the 2nd Working Day following the day of the match to which the Fast Track Notice of Complaint relates shall only be permitted to proceed where the Tribunal decides that there are exceptional circumstances as to why the Notice of Complaint was delivered late.
- 13.14.2 Any evidence and/or written submissions delivered later than 3pm on the 2nd Working Day following the day of the match to which the Fast Track Notice of Complaint relates, may not be considered by the Tribunal unless the Tribunal decides that there are exceptional circumstances as to why the evidence and/or written submissions were delivered late.
- 13.14.3 A Fast Track Notice of Complaint shall state the date upon which the Fast Track Principal Hearing will take place, which will generally, except where the parties agree and/or a Tribunal authorises otherwise, be upon the 4th Working Day following the day of the match to which the Fast Track Notice of Complaint relates.
- 13.14.4 A Response to a Fast Track Notice of Complaint must be delivered by the Alleged Party in Breach to the Compliance Officer and to the Judicial Panel Secretary by no later than 3pm on the 3rd Working Day following the day of the match to which the Fast Track Notice of Complaint relates, failing which the Fast Track Notice of Complaint will be deemed to be admitted. The Response must state clearly whether the Notice of Complaint is admitted or denied. Where such Response denies the Fast Track Notice of Complaint, then at the same time such Response is delivered, the Alleged Party in Breach must also deliver to the Compliance Officer and the Judicial Panel Secretary all evidence and written submissions to be relied upon, and any list of witnesses to be called, in the defence of the Fast Track Notice of Complaint. If this time scale is not adhered to the Tribunal may not consider such evidence or written submissions unless it deems that there are exceptional circumstances as to why the evidence, written submissions or list of witnesses were delivered late.
- 13.15 Where the Fast Track Notice of Complaint is admitted, whether by being admitted in writing or by being deemed to be admitted as provided in Paragraph 13.14.4 above, the following sanctions shall be applied immediately by the Scottish FA in respect of:
- 13.15.1 Disciplinary Rule 200 the mandatory suspension provided for the relevant sending off offence as set out in Annex C of the Judicial Panel Protocol;
- 13.15.2 Disciplinary Rule 201 the relevant sanction provided for by that Disciplinary Rule; or
- 13.15.3 a Fast Track Notice of Complaint raised in terms of mistaken identity as to the perpetrator of a sending off offence the mandatory suspension provided for the relevant sending off offence as set out in Annex C of the Judicial Panel Protocol.

- 13.16 Where a Response is delivered which denies the Fast Track Notice of Complaint the Judicial Panel Secretary shall convene a Tribunal to deal with the substance of the case and Determine the Fast Track Notice of Complaint at a Fast Track Principal Hearing.
- 13.16.1 The Judicial Panel Secretary shall, by no later than 6pm upon the Working Day that the Response is delivered (or where it is not delivered on a Working Day, on the first Working Day thereafter), intimate in writing to the Compliance Officer and the Alleged Party in Breach the scheduled time of the Fast Track Principal Hearing and by what means the Fast Track Principal Hearing will convene.
- 13.16.2 The Fast Track Principal Hearing to Determine the Fast Track Notice of Complaint or part of such Hearing may be held by video conference or other electronic means, where:
- 13.16.2.1 both Parties make written requests that the Fast Track Principal Hearing be held by remote electronic means, one party makes such application and the Tribunal determines that the circumstances are such that it is appropriate to hold the whole or part of the Fast Track Principal Hearing by such means, the Judicial Panel Secretary makes such application or the Tribunal itself considers that it is appropriate to so hold all or part of the Fast Track Principal Hearing; and
- 13.16.2.2 the Fast Track Tribunal is satisfied that it is practicable and appropriate to do so.
- 13.16.3 The Judicial Panel Secretary will be present at or join the Fast Track Principal Hearing.
- 13.16.4 Where the Tribunal is Determining a Fast Track Notice of Complaint at a Fast Track Principal Hearing the Compliance Officer shall be entitled to be present at or join the Fast Track Principal Hearing. The Compliance Officer may make oral submissions and present evidence at any such Hearing.
- 13.16.5 Where the Tribunal is Determining a Fast Track Notice of Complaint at a Fast Track Principal Hearing the Alleged Party in Breach and/or any representative shall be entitled to be present at or join the Fast Track Principal Hearing. The Alleged Party in Breach and/or any representative may make oral submissions and present evidence at any such Hearing.
- 13.16.6 The Tribunal, having heard all evidence and submissions, will deliberate in private. When the Tribunal has concluded its deliberations and has reached a Determination it shall Direct that the Judicial Panel Secretary record this Determination and intimate the Determination to the Compliance Officer, the Alleged Party in Breach, the club of the Alleged Party in Breach and the Disciplinary and Judicial Services Department at the Scottish FA as soon as is reasonably possible. The Tribunal shall then conclude the Fast Track Principal Hearing.
- 13.16.7 Where the Fast Track Notice of Complaint is Determined to be proved, the Tribunal shall direct that the following sanctions be applied immediately by the Scottish FA in respect of:
- 13.16.7.1 Disciplinary Rule 200, the mandatory suspension provided for the relevant sending off offence as set out in Annex C of the Judicial Panel Protocol;
- 13.16.7.2 Disciplinary Rule 201, the relevant sanction provided for by that Disciplinary Rule; or
- 13.16.7.3 a Fast Track Notice of Complaint raised in terms of mistaken identity, the mandatory suspension provided for the relevant sending off offence as set out in Annex C of the Judicial Panel Protocol.
- 13.16.8 The Tribunal shall issue written reasons for its Determination of a Fast Track Notice of Complaint, ordinarily within 5 working days of the Fast Track Principal Hearing. The written reasons will be intimated to the Compliance Officer and to the Alleged Party in Breach and at the discretion of the Scottish FA may be published upon the Scottish FA website.

13.16.9 Where a breach of Disciplinary Rule 201 is established any caution or sending off imposed by the Match Official as a consequence of the incorrect decision and/or error of judgment occasioned by the act of simulation shall be rescinded by the Scottish FA.

13.16.10 Determinations of a Fast Track Notice of Complaint shall be final and binding. There shall be no right of appeal.

#### **Fast Track Proceedings raised by or on behalf of a Player (“Claims”)**

13.17 Fast Track proceedings may also be competently raised in terms of Section 13 by or on behalf of a player (“the Claimant”) to be Determined at a Fast Track Principal Hearing (“a Claim”).

13.17.1 The power of a Claimant to competently raise a Claim is subject to the provisions of Paragraph 13.17.9 which details the offences and/or circumstances which may give rise to such Claims.

13.17.2 Any claims made other than upon the grounds set out in Paragraph 13.17.9 are not competent and shall not be Determined by a Fast Track Principal Hearing.

13.17.3 The Claimant’s club may make a Claim on the Claimant’s behalf.

13.17.4 The Compliance Officer is not a Party to a Claim and has no locus to make submissions or present evidence.

13.17.5 The Judicial Panel Secretary may bring materials before the Tribunal in the limited circumstances detailed in Paragraph 13.19.3.4.

13.17.6 In making a Claim the Claimant incurs a fee as specified in Paragraph 13.17.7.

13.17.7 The relevant Fees for claims are:

League and/or Division of club of Claimant	First Team	All other teams
SPFL Premiership Clubs	£500.00	£250.00
All other SPFL Clubs	£250.00	£125.00
All other clubs	£125.00	£62.00

13.17.8 Where a Claim has been made and Paragraph 13.17.6 has been complied with, any suspension imposed upon the Claimant as a consequence of the refereeing decision which is the subject of the Claim will be set aside, until a Determination of the Claim is made by a Fast Track Tribunal.

13.17.9 A Claimant may only make a Claim or have a Claim made on his behalf in the following instances:

13.17.9.1 **Mistaken Identity.** A Claim may be competently made where it is claimed that mistaken identity has occurred relative to application of a sanction for any of the cautionable or sending-off offences listed in Annex C of the Judicial Panel Protocol.

13.17.9.1.1. A Claim on the basis of mistaken identity shall not be competent unless the player who is the true perpetrator of the offence is identified as part of the Claim.

13.17.9.2 **Wrongful Dismissal.** A Claim may be competently made where it is claimed that a sending off amounted to a Wrongful Dismissal. A claim for Wrongful Dismissal may only be made in respect of the following sending off offences:

13.17.9.2.1 Serious foul play;

13.17.9.2.2 Violent Conduct;

- 13.17.9.2.3 Biting or spitting at someone; or
  - 13.17.9.2.4 Denying the opposing team or an opponent a goal or an obvious goal scoring opportunity as defined by Law 12 of Laws of the Game.
  - 13.17.9.3 **Wrongful Caution.** A Claim may be competently made where it is claimed that a Wrongful Caution occurred in respect of a player cautioned for an act of simulation.
- 13.18 In any Claim the burden of proof is upon the Claimant making the Claim.
- 13.18.1 A Claim shall only be upheld at a Fast Track Principal Hearing where the Tribunal is satisfied by way of evidence and not opinion and upon the balance of probabilities (see Paragraph 10.10) that an **Obvious Refereeing Error** was made such that Mistaken Identity, or Wrongful Dismissal, or Wrongful Caution occurred.
- 13.19 A Claim requires to be commenced by a notice in writing that a Claim is being made being delivered by the Claimant to the Judicial Panel Secretary ("**A Notice of Claim**").
- 13.19.1 Subject to the terms of Paragraph 13.19.1.1, a Notice of Claim must be delivered by the Claimant to the Judicial Panel Secretary by no later than 1pm on the 1st Working Day following the day of the match to which it relates. If a Notice of Claim is delivered later than 1pm on the 1st Working Day following the day of the match to which the Claim relates, the Claim is incompetent and shall not be Determined by a Fast Track Principal Hearing.
    - 13.19.1.1 Where a Notice of Claim is made in terms of 13.17.9.1 (Mistaken Identity), a copy of the Notice of Claim must also be delivered, by the Claimant, to the Compliance Officer by no later than 1pm on the 1st Working Day following the date of the match to which it relates. The Judicial Panel Secretary shall also intimate the existence of such a Notice of Claim to the Compliance Officer as soon as it is received.
  - 13.19.2 The Notice of Claim must include:
    - 13.19.2.1 The name of the Claimant and details of his club and/or the name and details of any representative acting on behalf of the Claimant.
    - 13.19.2.2 Full contact details that should be used to communicate with the Claimant and/or any representative acting on his behalf during the course of the Claim.
    - 13.19.2.3 The date and details of the match, and the sanction imposed upon the Claimant, to which the Claim relates.
    - 13.19.2.4 Details of whether the claim is made on the basis of Mistaken Identity, Wrongful Dismissal or Wrongful Caution.
    - 13.19.2.5 An undertaking that the relevant fee for the Claim will be paid if the Claim is dismissed, or withdrawn after 5pm on the first Working Day. This fee is due within 30 days of the date of dismissal or withdrawal of the Claim.
  - 13.19.3 All evidence and submissions supporting the Claim must be delivered to the Judicial Panel Secretary by the Claimant by no later than 5pm on the 2nd Working Day following the day of the match to which the Claim relates.
    - 13.19.3.1 Any evidence delivered to the Judicial Panel Secretary by the Claimant later than 5pm on the second Working day following the day of the match to which the Claim relates shall not be considered by the Tribunal at the Fast Track Principal Hearing unless the Tribunal Decide that exceptional circumstances exist that justify considering the same.
    - 13.19.3.2 A Claim may not proceed to a Fast Track Principal Hearing unless the evidence includes video images of the act or acts that led to the decision which is the subject matter of the Claim.

- 13.19.3.3 The Claimant shall be expected to make all reasonable endeavours to timeously send to the Judicial Panel Secretary, for production to the Tribunal at the Fast Track Principal Hearing, all video evidence that exists of all acts that they rely upon to support the Claim, where this evidence is:
- 13.19.3.3.1 Video images held by accredited broadcasters; and/or
- 13.19.3.3.2 Video images taken by either club participating in the relevant match.
- 13.19.3.4 Where the Judicial Panel Secretary establishes that video evidence exists of the act or acts relied upon by the Claimant to support the claim and/or the act or acts identified in the Referee's Statement, and said video evidence has not been sent to the Judicial Panel Secretary by the Claimant, the Judicial Panel Secretary may include that video evidence in the evidence sent to the Tribunal. The Tribunal shall be entitled to consider this video evidence. The Judicial Panel Secretary shall intimate to the Claimant that this video evidence has been sent to the Tribunal, that the Tribunal will be entitled to consider the same, and disclose that video evidence to the Claimant.
- 13.19.4 Upon receiving a timeous and otherwise competent Notice of Claim the Judicial Panel Secretary shall ensure that the Player Discipline Report ("**the Discipline Report**") from the match to which the Claim relates is included in the evidence before the Tribunal. This Discipline Report shall act as confirming evidence to the Tribunal as to the offence in respect of which the Claimant was sanctioned ("the Offence recorded").
- 13.19.5 Upon receiving a timeous and otherwise competent Notice of Claim of Wrongful Caution or Wrongful Dismissal, the Judicial Panel Secretary shall request a statement from the match referee explaining the act or acts which the referee decided were committed by the Claimant and justified the Offence recorded in the Discipline Report ("**the Referee's Statement**"). The Judicial Panel Secretary shall ensure that the Referee's Statement from the match to which the claim arises is included in the evidence before the Tribunal. For the avoidance of doubt the Referee's statement shall not be required in a claim of Mistaken Identity, unless otherwise requested by the Tribunal.
- 13.19.5.1 The Referee's Statement should be delivered by the Judicial Panel Secretary to the Claimant by no later than 1pm on the 2nd Working Day following the day of the match to which the Claim relates.
- 13.19.5.2 Where the Referee's Statement is not delivered to the Claimant by 1pm on the 2nd Working Day following the day of the match to which the Claim relates, the Tribunal shall nevertheless Determine the Claim. In doing so the Tribunal shall establish for itself the act or acts that the referee decided were committed by the Claimant to justify the offence recorded.
- 13.19.6 Upon receiving a timeous and otherwise competent Notice of Claim the Judicial Panel Secretary shall ensure that IFAB's Laws of the Game and this Protocol are before the Tribunal.
- 13.20 A Claim may be withdrawn by the Claimant at any time prior to the commencement of the Fast Track Principal Hearing, by writing to the Judicial Panel Secretary withdrawing the Claim ("**Notice of Withdrawal**").
- 13.20.1 Upon the Judicial Panel Secretary's receipt of a Notice of Withdrawal, the Claim shall be deemed to be abandoned and the original sanction against which the Claimant made the Claim will be applied with immediate effect, and shall be final and binding.
- 13.20.2 A Claimant may not revive a Claim which has been withdrawn, or resubmit a separate Claim arising from the same subject matter of the Claim which has been withdrawn. Upon the Judicial Panel Secretary's receipt of the Notice of Withdrawal, the relevant fee will be forfeited.

- 13.20.3 A Claimant who makes a Claim 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 and may be served with a Notice of Complaint.
- 13.21 The Judicial Panel Secretary shall convene a Fast Track Principal Hearing to Determine the Claim as soon as is reasonably possible after 5pm on the 2nd Working day following the day of the match to which the Claim relates.
- 13.21.1 The Tribunal shall, other than in exceptional circumstances, convene by video conference.
- 13.21.2 The Judicial Panel Secretary will be present at or join the Fast Track Principal Hearing held to Determine a Claim.
- 13.21.3 Where the Tribunal is Determining a Claim at a Fast Track Principal Hearing neither the Claimant nor any representative shall be permitted to participate in, make representations at or be admitted to, the Fast Track Principal Hearing. For the avoidance of doubt however the Notice of Claim and all of the evidence and submissions delivered by the Claimant in support of the Notice of Claim in terms of Paragraphs 13.19.3, 13.19.3.1 and 13.19.3.2 will be before the Tribunal at the Fast Track Principal Hearing.
- 13.21.4 The Determination of the Claim shall be made by the Fast Track Tribunal by examining and deliberating upon: (i) the Notice of Claim (ii) all of the evidence and submissions delivered by the Claimant in support of the Notice of Claim in terms of Paragraphs 13.19.3, 13.19.3.1 and 13.19.3.2 (iii) the Discipline Report (iv) the Referee's Statement (v) any video evidence lodged by the Judicial Panel Secretary in terms of Paragraph 13.19.3.4 (vi) the terms of Laws of the Game (vii) the terms of this Protocol.
- 13.21.5 When the Tribunal has concluded its deliberations and has reached a Determination it shall direct that the Judicial Panel Secretary record this Determination and intimate the Determination to the Claimant and the Disciplinary and Judicial Services Department at the Scottish FA as soon as is reasonably possible following the conclusion of the Fast Track Principal Hearing. The Tribunal shall then conclude the Fast Track Principal Hearing.
- 13.21.6 The Tribunal may make the following Determinations:
- 13.21.6.1 That the Claim is upheld and the sanction rescinded;
- 13.21.6.2 That the Claim is upheld but that a lesser cautionable offence occurred and that the said lesser cautionable offence be recorded and the automatic sanction for that offence be applied;
- 13.21.6.3 That the Claim is dismissed and the original sanction is reimposed;
- 13.21.6.4 That the Claim is dismissed, the original sanction is reimposed and, where the terms of Paragraph 13.21.8.1 are applicable, that an additional match suspension shall be applied.
- 13.21.7 Where a Tribunal Determines a Claim and upholds the Claim the following shall take place:
- 13.21.7.1 Where the Claim was one of Wrongful Dismissal and it is upheld, the Tribunal shall Direct that the Judicial Panel Secretary instruct the Scottish FA to rescind the mandatory sanction for the sending off offence. The Judicial Panel Secretary shall write to the Claimant confirming that payment of the relevant fee no longer requires to be made.
- 13.21.7.2 Where the Claim was one of Wrongful Dismissal and it was upheld in part, the Tribunal shall Direct the Judicial Panel Secretary instruct the Scottish FA to rescind the mandatory sanction for the sending off offence and apply the lesser sanction for the cautionable offence that

it has Determined occurred. The Judicial Panel Secretary shall write to the Claimant confirming that payment of the relevant fee no longer requires to be made.

13.21.7.3 Where the Claim was one of Wrongful Caution and it is upheld the Tribunal shall Direct that the Judicial Panel Secretary instruct the Scottish FA to rescind the mandatory sanction for the cautionable offence. The Judicial Panel Secretary shall write to the Claimant confirming that payment of the relevant fee no longer requires to be made.

13.21.7.4 Where the claim was one of Mistaken Identity and it is upheld the Tribunal shall Direct that the Judicial Panel Secretary instruct the Scottish FA to rescind the mandatory sanction for the offence. The Judicial Panel Secretary shall write to the Claimant confirming that payment of the relevant fee no longer requires to be made.

13.21.8 Where a Claim is dismissed the Tribunal shall Direct that the Judicial Panel Secretary instruct the Scottish FA to re-impose the mandatory sanction which was originally imposed, but set aside pending Determination of the Claim. The Judicial Panel Secretary shall write to the Claimant confirming that payment of the relevant fee is due within 30 days.

13.21.8.1 In the event of a Claim being dismissed the Tribunal must then Determine whether:

13.21.8.1.1 The Claim had no prospect of success;

13.21.8.1.2 The Claim was an abuse of process or a delaying tactic for the sanction originally imposed;

13.21.8.1.3 The Claim was frivolous.

13.21.8.2 If a Claim that is dismissed is also Determined by the Tribunal to fall within any of Paragraphs 13.21.8.1.1, 13.21.8.1.2 or 13.21.8.1.3 above, an additional one match suspension shall be imposed.

13.21.9 Determinations of a Claim shall be final and binding. There shall be no right of appeal.

13.21.10 Notwithstanding the terms of Paragraph 13.21.9 and, only in the exceptional circumstances where it is subsequently established that a Fast Track Tribunal had failed to properly implement its duties in accordance with the Judicial Panel Protocol when Determining a Claim, the original Determination shall be nullified and the Claim re-heard by a freshly constituted Fast Track Tribunal.

13.22 The Tribunal shall issue written reasons for their Determination, ordinarily within 5 Working Days of the Fast Track Principal Hearing. The written reasons will be intimated to the Claimant and at the discretion of the Scottish FA may be published upon the Scottish FA website.

### ***Communications, Deliveries or Notifications***

13.24 Any communication relating to Section 13 must comply with the requirements of this Paragraph 13.24.

13.24.1 All communications and all deliveries of documents and evidence in all Fast Track Proceedings shall be made or delivered by email delivery and/or any other electronic means of communication available to all Parties and the Tribunal. Such documents and evidence include, but not be limited to:

(i) Fast Track Notices of Complaint

- (ii) All evidence and written submissions relied upon by the Compliance Officer to prove the Fast Track Notice of Complaint (including video evidence and still image evidence)
- (iii) All Notices of Claim
- (iv) All evidence and written submissions supporting a Claim (including video evidence and still image evidence)
- (v) Any video evidence sent to the Tribunal by the Judicial Panel Secretary in terms of Paragraph 13.19.3.4
- (vi) The Discipline Report
- (vii) The Referee's Statement
- (viii) Notice of Withdrawal
- (ix) Intimation of the Determination made by the Fast Track Tribunal

**Summary of Timeline in Fast Track Proceedings**

13.25 Subject to the specific provisions above, in general Fast Track Proceedings shall proceed as follows:

Type of proceedings	1st Working Day following match	2nd Working Day following match	3rd Working Day following match	Time and Date of Principal Hearing	Ordinarily within 5 Working Days of Principal Hearing
Fast Track Notice of Complaint (raised by the Compliance Officer)		By 3pm – Fast Track Notice of Complaint, written submissions and evidence to be delivered by CO to Alleged Party in Breach	By 3pm – Alleged Party in Breach to deliver to CO and Judicial Panel Secretary Response, written submissions and evidence in respect of Fast Track Notice of Complaint	As stated on the Notice of Complaint. The Fast Track Principal Hearing will be as soon as reasonably possible after the 3rd Working Day following match. Generally the Fast Track Principal Hearing will be on the 4th Working Day following match.	Tribunal to issue written reasons for Determination
Notice of Claim (raised by or on behalf of a player)	By 1pm – Notice of Claim to be delivered by Claimant to Judicial Panel Secretary. Copy to CO in cases of Mistaken Identity	By 1pm – Referee's Statement delivered to Claimant by Judicial Panel Secretary  By 5pm – submissions and evidence in respect of Claim to be delivered by Claimant to Judicial Panel Secretary		As soon as reasonably possible after 5pm on 2nd Working Day following match. *	Tribunal to issue written reasons for Determination

\*Except where the terms of Paragraph 13.9.3 apply

## 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.

Permitted Grounds of Appeal

- 14.9 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:

14.9.1 The Tribunal failed to give the Appellant a fair hearing;

14.9.2 The Tribunal acted outwith its powers;

14.9.3 The Tribunal issued a Determination which it could not properly have issued on the facts of the Case;

14.9.4 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.

- 14.9.5 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.

Suspension of Determination pending appeal

- 14.10 Subject to Paragraph 14.11 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.
- 14.11 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").
- 14.11.1 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.
- 14.11.2 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").
- 14.11.3 As soon as reasonably practicable thereafter, the Judicial Panel Secretary or Tribunal Secretary shall send the Notice Against Suspension to the Appellant.
- 14.11.4 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.
- 14.11.5 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).
- 14.11.6 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.
- 14.11.7 The Suspension Tribunal's Decision on the suspension shall be final and binding.
- 14.12 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.
- 14.13 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 14.8, 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 14.9 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 returned to the Appellant 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 14.7, 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 raised a Claim 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 11.4.4.12).

16.2.3 If the Fast Track Proceedings brought by a Claimant are considered by the Fast Track Tribunal to fall within the parameters of Paragraphs 13.21.8.1.1., 13.21.8.1.2 or 13.21.8.1.3, 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 litus
  - 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 litus 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 litus.
  - 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 subject to the terms of Section 13 of this Protocol relative to Fast Track Proceedings, whereby the communication or delivery of documentation shall be by email only, 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 any combination of the above.
- 17.2.3 Any communication or delivery of documentation made to the Judicial Panel, or the Judicial Panel Secretary subject to the terms of Section 13 of this Protocol relative to Fast Track Proceedings, whereby the communication or delivery of documentation shall be by email only, 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 any combination of the above.
- 17.2.4 Any communication or delivery of documentation made to the Tribunal or the Tribunal Secretary subject to the terms of Section 13 of this Protocol relative to Fast Track Proceedings, whereby the communication or delivery of documentation shall be by email only, 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 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 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 any combination of the above.
- 17.2.7 Unless otherwise provided within the Protocol, 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 and upon evidence of sending by email, on the day on which the email 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 2018.

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 deems 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 has 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 has 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 it considers 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 is 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 is 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 it considers 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 grants 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 grants 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. Evidence from Vulnerable Witnesses

- 19.1 A person who is giving or is to give evidence at a Tribunal Hearing is a vulnerable witness if there is a significant risk that the quality of the evidence to be given by the person will be diminished by reason of (i) mental disorder; or (ii) fear or distress in connection with giving evidence at the hearing.
- 19.2 In determining whether a person is a vulnerable witness, the Tribunal shall take into account:
- 19.2.1 The nature and circumstances of the breach to which the hearing relates
  - 19.2.2 The nature of the evidence which the person is likely to give
  - 19.2.3 The relationship (if any) between the person and the alleged party in breach
  - 19.2.4 The person's age and maturity
  - 19.2.5 Any behaviour towards the person on the part of:
    - 19.2.5.1 The alleged party in breach
    - 19.2.5.2 Members of the family or associates of the alleged party in breach
    - 19.2.5.3 Any other person who is likely to be an alleged party in breach or a witness in the proceedings, and
  - 19.2.6 Such other matters, including:
    - 19.2.6.1 The social and cultural background and ethnic origins of the person
    - 19.2.6.2 The person's sexual orientation
    - 19.2.6.3 The domestic and employment circumstances of the person
    - 19.2.6.4 Any religious beliefs or political opinions of the person, and
    - 19.2.6.5 Any physical disability or other physical impairment which the person has
- 19.3 A person who is giving evidence or is to give evidence at a Tribunal Hearing is a vulnerable witness if they are aged 16 or 17 years old and will be entitled to the special measures mentioned in section 19.4, unless they have expressed a view that they do not require special measures.
- 19.4 Special measures available to a vulnerable witness to give evidence in person at a Principal Hearing may include (but not limited to):
- 19.4.1 Provision of evidence by televisual or audio link from a remote site
  - 19.4.2 Provision of evidence in person behind screens
  - 19.4.3 Provision of evidence in person in the company of a nominated supporting adult
  - 19.4.4 Any other measure requested by the witness considered appropriate by the Judicial Panel at the Preliminary Hearing
- 19.5 Notwithstanding the foregoing generality, or the provisions contained within Annex B, the Tribunal may exclude from any hearing, or part of it:
- 19.5.1 any person whose conduct the Tribunal considers is disrupting or is likely to disrupt the hearing;
  - 19.5.2 any person whose conduct the Tribunal considers is likely to prevent another person from giving evidence or making submissions freely;
  - 19.5.3 any person where the purpose of the hearing would be defeated by the attendance of that person.

## 20. Disclosure of Sensitive Documents

- 20.1 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 2018.

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.

- 20.1.1 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 section 20.
- 20.1.2 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
- 20.1.3 Subject to the remainder of this Paragraph 20.1.3 and Paragraph 20.1.4 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.
- 20.1.4 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.
- 20.1.5 In all instances, where the rules specified in paragraph 20.1 above are to be applied the Party must be provided with notification of this fact by the Compliance Officer in the Notice of Complaint.
- 20.2 The arrangements for meetings as outlined in Paragraph 20.1.4, 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.
- 20.2.1 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.
- 20.2.2 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.
- 20.2.3 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.
- 20.2.4 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.

- 20.2.5 At any meeting arranged in accordance with this Section 20 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.
- 20.2.6 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 Section 20 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. Reference is made to Section 11 of the Protocol with regard to the Scale of Sanctions. This Annex is divided into:

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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	<p>All members shall:</p> <p>(a) observe the principles of loyalty, integrity and sportsmanship in accordance with the rules of fair play;</p> <p>(b) be subject to and shall comply with:</p> <p>(i) the Articles;</p> <p>(ii) this Protocol;</p> <p>(iii) the Cup Competition Rules;</p> <p>(iv) the Registration Procedures;</p> <p>(v) the International Match Calendar;</p> <p>(vi) Club Licensing Procedures; and</p> <p>(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;</p> <p>(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;</p> <p>(d) respect the Laws of the Game;</p> <p>(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;</p> <p>(f) behave towards the Scottish FA and other members with the utmost good faith.</p>	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 11.5 of this Protocol.
			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 Paragraph 11.5 of this Protocol.
			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 Paragraph 11.5 of this Protocol.
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.

<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 Section 11 of this Protocol.

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
3	5.2	Each member shall use its best endeavours 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	5.3	Each member shall procure that each of its Team Officials, and/or member of Team Staff as the case may be, completes, signs and submits to the Scottish FA the Team Official/Team Staff form prior to taking up his post.	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.
4A	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.
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.

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
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.
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

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
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
9	10.3	Members shall intimate any matter, other than those provided for in Rules 7 and 8 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

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
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
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.
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

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
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 re-imbursment 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
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

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
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 11.5 of this Protocol.
			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 Rules or at Paragraph 11.5 of this Protocol.
			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 Rules or at Paragraph 11.5 of this Protocol.
			SPFL Scottish Premiership officials	£1,000	£5,000	£20,000	£1,000,000 and/or suspension and/or expulsion from participating in the game.
			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.

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
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
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>2,3</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.

<sup>2</sup> The listed sanctions should be read in conjunction with the provisions of Section 11 of this Protocol.

<sup>3</sup> The Tribunal should have regard in considering the Scale of Sanctions to the Guidance Notes provided at Annex H.

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>2,3</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.

<sup>2</sup> The listed sanctions should be read in conjunction with the provisions of Section 11 of this Protocol.

<sup>3</sup> The Tribunal should have regard in considering the Scale of Sanctions to the Guidance Notes provided at Annex H.

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 and players	3 months 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.
			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.

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
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.
		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.	SPFL	£1,000	£10,000	£50,000	£1,000,000
			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	28.4	In the event of a match being abandoned due to field invasion by spectators such penalties as prescribed within this Protocol may be imposed	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
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

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
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.
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.

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
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.
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.	<p>Members</p> <p>Congress members, Directors, members of the Non-Professional Game Board or the Professional Game Board or such co-opted person</p>	£1,000 £500	£5,000 £1000	£10,000 £5000	<p>£1,000,000 and/or suspension and/or termination of membership.</p> <p>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.</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
46	73	All members must comply with their obligations in terms of Article 73 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.
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.

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
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
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.
			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.

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
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.
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	80.4	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	80.4	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.

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
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.
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.

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
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.

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
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.
			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 11.5 of this Protocol.
			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 11.5 of this Protocol.
			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.
			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.

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
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).
			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.

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
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.)
			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.			

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
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.
			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.

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
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	£500	£2,500	£5,000	£50,000 and/or suspension.
			Other officials	£100	£500	£1,000	£10,000 and/or suspension.
			Team Staff and players	4 match suspension (for recognised team and all other football meantime)	8 match suspension (for recognised team and all other football meantime)	16 match Suspension (for recognised team and all other football meantime)	£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
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.
			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
			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, player or other person under the jurisdiction of the Scottish FA who, by virtue of that role, is in a position of trust in relation to another such person under the age of 18, shall abuse, or attempt to abuse, his (their) said position by engaging in, or attempting to engage in a sexual activity with or directed towards that other person.	Team Staff, officials, match officials, players and other persons under the jurisdiction of the Scottish FA	Mandatory supervision and monitoring by the Tribunal for a period to be determined by the Tribunal and/or a period of suspension from the game 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
78B		No official, Team Official, member of team staff, match official, player or other person under the jurisdiction of the Scottish FA who, by virtue of that role is in a position of trust in relation to another such person under the age of 18 shall abuse, or attempt to abuse, his (their) said position by bullying, harassing or causing that other person physical or emotional harm, or by the use of any other conduct detrimental to his (their) welfare.	Team Staff, officials, match officials, players and other persons under the jurisdiction of the Scottish FA				Mandatory supervision and monitoring by the Tribunal for a period to be determined by the Tribunal, and/or a period of suspension from the game 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) and/or 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%            2nd Season repeat offender – 40%            3rd Season repeat offender – 60%</p>	Clubs	£5,000	£2,000	£1,000	£250	£150
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) and/or 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%            2nd Season repeat offender – 40%            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>4</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>4</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>4</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.
			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>4</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 Other 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.
			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>4</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
107	13.20, 15.2.2.6	A Party who commences a Claim 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.)
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		<p>Where it is established that a player has committed any one or more of the following sending off offences during a match:</p> <p>(A1) Serious foul play (as described from time to time in the Laws of the Game), but only where the acts and/or omissions constituting the sending off offence:</p> <ul style="list-style-type: none"> <li>(i) were committed intentionally; and/or</li> <li>(ii) fell significantly below the standard of conduct expected of a Player in the prevailing circumstances; and</li> <li>(iii) in the case of each of (i) and/or (ii) above, demonstrate a culpable disregard by the Player for the consequences which might result from such acts and/or omissions.</li> </ul> <p>(A2) Violent conduct (as described from time to time in the Laws of the Game)</p> <p>(A3) Biting or spitting at someone,</p> <p>and, in the case of each or any of A1, A2 and/or A3, where the player was not dismissed by the referee as a result of the alleged act/acts referred to within the Fast Track Notice of Complaint.</p>	Players				Mandatory suspension for the relevant sending off offence, as provided for in Annex C of the Judicial Panel Protocol, shall be applied.
201		<p>An "act of simulation", for the purposes of this Disciplinary Rule 201, must be established by the Tribunal to involve any one or both of (i) and (ii) following:</p> <ul style="list-style-type: none"> <li>(i) the player simulating that he has been fouled by an opposing player; and/or</li> <li>(ii) the player feigning injury, in circumstances where the player feigns that he has been struck or otherwise had contact made with him: <ul style="list-style-type: none"> <li>(a) when he had not; and/or</li> <li>(b) upon a certain part of the body or head, when he had not.</li> </ul> </li> </ul>	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	2 match suspension (all football)	6 match suspension (all football)	12 match suspension (all football)	Suspension (all football)
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		<p>All Clubs and recognised football bodies shall procure that its officials, Team Staff, employees and players conduct themselves in an orderly fashion at all times during and/or after a match.</p> <p>In particular, Clubs and recognised football bodies are responsible for ensuring that its officials, Team Staff, employees and players refrain from any one or a combination of the following:</p> <p>(a) becoming involved in a confrontation            (b) conduct that is likely to lead to or to exacerbate or prolong a hostile or argumentative situation with players and/or team staff from the opposing team and/or match officials            (c) conduct that may otherwise incite disorder.</p>	SPFL Scottish Premiership clubs	£2,500	£5,000	£10,000	£20,000
			SPFL Scottish Championship, Leagues One and Two clubs	£1,000	£2,000	£5,000	£10,000
			Other clubs	£250	£500	£1,000	£2,500

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
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
			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

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	
209	<p>A member of Team Staff listed in team lines as an occupant of the technical area for a match in the SPFL Premiership, SPFL Championship, SPFL League One or SPFL League Two and who has been removed or expelled from the technical area during that match by the referee shall comply with the terms of the SPFL Protocol for Team Staff Removed or Expelled from the Technical Area.</p> <p>It shall be a defence to any alleged breach of this Rule that exceptional circumstances existed to justify the failure to comply with the SPFL Protocol for Team Staff Removed or Expelled from the Technical Area. Such exceptional circumstances will include but not be limited to acting upon the advice of the Safety Officer at the match, and/or a Police Officer.</p>	Team Staff	1 match	3 matches	5 matches	10 matches	

Cup Competition Disciplinary Rules (Scottish Cup)							
Rule No.	The Scottish 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
300	7	Sponsorship and Broadcasting Matters — All clubs shall observe the terms of Competition Rule 7	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	13.4	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	13.6	Number of players and substitutes — A club may not play or list as a Starting Player or Nominated Substitute any player who in the same Season has already played as a Starting Player or Fielding 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.
303	12	Eligibility — clubs shall observe the terms of Competition Rule 12	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	17.7	Appointment of match officials — A club may not refuse to accept the services of any Match Officials appointed by the Scottish FA to a match.	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.

<sup>2</sup> The listed sanctions should be read in conjunction with the provisions of Section 11 of this Protocol.

<sup>5</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>5</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
305	19	Registered Colours — clubs shall observe the terms of Competition Rule 19.	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	14	Team Lines — clubs shall observe the terms of Competition Rule 14.	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	22	Match Unfinished — clubs shall observe the terms of Competition Rule 25.	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 order to replay match.
308	23.1	Condition of Ground — Each Home Club shall observe and comply with the terms of Competition Rule 23.1	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	23.4	Condition of Ground — A pitch and/or Registered Ground which is deemed unfit for purpose of a match in the Competition shall not be used that same day for any other match.	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 FA Youth Cup)								
Rule No.	The Scottish FA Youth Cup Rules <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	
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	£1000	£10,000 and/or order to replay match.	
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	
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	

<sup>2</sup> The listed sanctions should be read in conjunction with the provisions of Section 11 of this Protocol.

<sup>6</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

Player Registration Rules							
Rule No.	Registration Procedures <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
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.
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.

<sup>2</sup> The listed sanctions should be read in conjunction with the provisions of Section 11 of this Protocol.

<sup>7</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>7</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
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.
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>7</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 reimbursement 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 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.
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.

Player Registration Rules							
Rule No.	Registration Procedures <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
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>7</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.

Player Registration Rules							
Rule No.	Registration Procedures <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
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.
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>7</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	21.1	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.
517A	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.

Player Registration Rules							
Rule No.	Registration Procedures <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
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.
			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>7</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>7</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>8</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

<sup>2</sup> The listed sanctions should be read in conjunction with the provisions of Section 11 of this Protocol.

<sup>8</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>9</sup>	Rule	Scale of Sanctions generally appropriate for each class of person or body <sup>2</sup>				
			Applying to	LE	MR	TE	Maximum
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.
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.

Intermediary Rules							
Rule No.	Intermediary 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
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
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.

Intermediary Rules							
Rule No.	Intermediary 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
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.
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	£500	£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>8</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>8</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>8</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>8</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
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.

Intermediary Rules							
Rule No.	Intermediary 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
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.
			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	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	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 11.5 of this Protocol
			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 11.5 of this Protocol.
			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 11.5 of this Protocol.

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
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.		
903	4.5	Without prejudice to Rules 901 and/or 902, each full member must operate at least one team in an adult competition organised by an Affiliated Association or league (formed with the consent of the Scottish FA in terms of Article 18).	Member Clubs	Suspension and/or Termination of full membership.		

## **ANNEX B**

### **Guidance Notes For Principal Hearings In First Instance Proceedings**

#### **Application of the Guidance Notes**

- 1 These Guidance Notes provide Tribunals with guidance on the approach which may be appropriate to adopt at Principal Hearings. This shall include where an Appellate Tribunal conducts a re-hearing.
  - 1.1 Where an Appellate Tribunal is not conducting a re-hearing it may adapt these Guidance Notes to suit the nature of an Appeals Hearing or may feel it is appropriate to depart from these Guidance Notes.
  - 1.2 These Guidance Notes do not apply to Fast Track Proceedings. Guidance Notes for Fast Track Proceedings are provided at Annex J and Annex K of this Protocol.
- 2 These Guidance Notes are not intended to be prescriptive, but it is anticipated that Tribunals will generally structure Principal Hearings as suggested in these Guidance Notes.
- 3 Tribunals should generally give notice to Parties of the procedure they intend to adopt and where Tribunals intend to adopt a different procedure than set out in the Guidance Notes 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.
- 4 A Tribunal may, in any event, depart from the Guidance Notes, during its conduct of the Principal Hearing, where in the circumstances, it is fair and/or reasonable and/or in the interests of justice to do so.
- 5 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.
- 6 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.

#### **Conduct of the Principal Hearing – Commencement of a Principal Hearing**

- 7 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.
- 8 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 Notice of Complaint is upheld by the Tribunal.
- 9 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.
- 10 The Tribunal may Decide the order in which Parties are to present their submissions and evidence, but as it is the Compliance Officer who is seeking to prove a Notice of Complaint he should generally be asked to present his submissions and evidence first.

#### **Conduct of the Principal Hearing – Opening Submissions**

- 11 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 Principal Hearing, it may decline to allow supplementary submissions or additional evidence presented at the Principal Hearing.
- 12 There is no requirement upon the Alleged Party in Breach to lead any evidence or make any submissions however where he elects to do so 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 Principal Hearing, it may decline to allow supplementary submissions or additional evidence presented at the Principal Hearing.

### **Evidence and Submissions**

- 13 The standard of proof in all questions for Determination by Tribunals shall be proof on the balance of probabilities.
- 14 The Tribunal shall not be bound by judicial rules governing the admissibility of evidence. However the Tribunal may only consider evidence that has been timeously lodged in terms of Section 12 of this Protocol or which in terms of Section 12 it has Decided should be considered by it, although lodged late.
- 15 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 video evidence. Evidence from any witness relied upon by any Party shall be considered by the Tribunal in such form that it considers to be appropriate.
- 16 Video or other electronic evidence from any source may be used by the Compliance Officer and/or the Alleged Party in Breach in presentation of their respective cases. It will be a matter for the Tribunal to assess the weight to be attached to video evidence which is not obtained from an accredited Broadcaster or from a member club. The Tribunal shall during the course of the Principal Hearing be entitled to view at its discretion such video evidence or other Electronic Evidence relative to the Case(s). On completing the viewing of such evidence, the Parties shall generally be given the opportunity to comment.
- 17 At any time the Chairman, and members of the Tribunal, may ask questions of the Compliance Officer and/or the Alleged Party in Breach relative to their case. The Compliance Officer and the Alleged Party in Breach may generally be permitted to lead oral evidence from witnesses.
- 19 Where witness evidence is taken orally, a Tribunal will generally Decide to allow for examination, cross-examination and re-examination. However 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. At any time the Chairman, and members of the Tribunal, may ask questions of a witness. 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.
- 20 A witness whose evidence is taken orally should generally be excluded from the Principal Hearing until after he has given his evidence, unless the witness is the Alleged Party in Breach. Once the oral evidence of the witness has been completed a witness should generally leave the Principal Hearing, unless he is the Alleged Party in Breach or 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. The Tribunal may, if it considers it to be appropriate, request the presence of the parties or witnesses again, for further examination.

### **Conduct of the Principal Hearing – Closing Submissions**

- 21 Following the completion of presentation of evidence by both the Compliance Officer and the Alleged Party in Breach, both Parties should then generally be given the opportunity to make closing submissions. Following any closing submissions, the Parties and their representatives, should be asked to leave the Principal Hearing.

### **Tribunal's Deliberations on the Complaint and Determination**

- 22 The Tribunal's deliberations should be conducted in private.
- 23 The Tribunal should consider all of the evidence and submissions presented to it and Determine whether the Notice of Complaint should be found proved 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.

- 24 After reaching its Determination, the Tribunal should either:
  - 24.1 Recall the Parties to the Principal Hearing in order that the Chairman can announce orally the Determination of the Tribunal upon the Fast Track Notice of Complaint to the Parties; or
  - 24.2 Direct that the Judicial Panel Secretary intimate the Determination of the Tribunal upon the Notice of Complaint to the Parties.
- 25 Where the Alleged Party in Breach is found not to be in breach of any alleged breach of a Disciplinary Rule, the Parties should be informed and the Principal Hearing should be declared closed.

**Submissions upon sanction where a Party is found in breach**

- 26 If the Alleged Party in Breach is found to be in breach of a Disciplinary Rule, then the Alleged Party in Breach and/or his representative, if present at the Principal Hearing should be provided opportunity to make a mitigation statement and/or provide submissions upon sanction.
- 27 If the Alleged Party in Breach and/or his representative is not present at the Principal Hearing the Tribunal should consider any written evidence or submissions brought before it by the Alleged Party in Breach that address mitigation of sanction.
- 28 The Compliance Officer should also be provided with an opportunity to address the Tribunal with any information that he considers to be relevant to the imposition of sanction. Where he does so the Alleged Party in Breach and/or his representative, if present at the Principal Hearing, should always be provided with the opportunity to address the Tribunal upon the terms of the information or submissions that the Compliance Officer has brought before the Tribunal.

**Tribunal's Determination of Sanction**

- 29 Following the completion of presentation of submissions upon sanction by both the Compliance Officer and the Alleged Party in Breach and/or his representative, the Tribunal should then deliberate further upon sanction.
- 30 The deliberations on sanction should be conducted in private. The Tribunal should consider all of the submissions presented to it, and the relevant terms of this Protocol and then Determine the sanction to be imposed in respect of each Disciplinary Rule breach found to be proved.

**Form of Award**

- 31 The Parties if present at the Principal Hearing, should be re-admitted to the Principal Hearing and advised verbally of the Tribunal's Determination.
- 32 The Tribunal's Determination should also generally be advised in writing to the Parties within three Working Days of the Determination.
- 33 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.
  - 33.1 Where the Party has admitted a breach of a Disciplinary Rule: "Admitted Breach"
  - 33.2 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: "Rule breach proved"
  - 33.3 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.
  - 33.4 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"

# 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: Friendly matches and other competitions

Part E: General Rules for player Suspensions

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

Section 5: Suspensions for players in Women's football

1.2 These Disciplinary Procedures shall apply to football:

- i) played in competitions listed within this Annex C;
- ii) involving clubs in membership of the Scottish Junior FA and Scottish Amateur FA which are eligible to compete in the Scottish Cup, in respect of their participation in that competition.

1.3 These Disciplinary Procedures shall apply to all players registered or playing for clubs participating in competitions referred to in 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 Fast Track Notice of Complaint.

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.

1.11.1.1 Where a player's calculated Recognised Team level is considered to be incorrect or becomes no longer applicable due to age conditions, change of registration and/or participation level, the player's club must notify the Scottish FA accordingly. The club must confirm in writing to the Disciplinary and Judicial Services Manager what it considers the player's correct Recognised Team level to be to ensure the correct application and observation of disciplinary sanctions.

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 competition 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 competition 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 competition matches preceding the date of his offence.

1.11.3 Table for information purposes indicating which competitions are considered First Team, Reserve Team or Youth Team:

First Team Competitions	Reserve Team Competitions	Youth Team competitions
SPFL Premiership	SPFL Reserve League	Scottish Highland U17 League
SPFL Championship	SPFL Reserve League 2 and SPFL Reserve Challenge Cup	Club Academy Scotland 18s
SPFL League One	Aberdeenshire League	Scottish FA Youth Cup
SPFL League Two	Scottish League Challenge Cup (for SPFL Premiership clubs only)	
Scottish Highland Football League	North of Scotland U20 League	
Scottish Lowland Football League (with the exception of Celtic FC and Rangers FC 'B' Teams)	Lowlands Development Competition Group	
South of Scotland Football League	Aberdeenshire Cup (for SPFL clubs only)	
East of Scotland Football League Premier Division	Aberdeenshire Shield (for SPFL clubs only)	
East of Scotland Football League First Division	District FA Cup Competitions (Fife, Forfarshire, Stirlingshire) for SPFL clubs only)	
West of Scotland Football League Premier Division	SPFL Reserve Cup	
West of Scotland Football League First Division	The City of Glasgow Cup (for SPFL Premiership clubs only)	
West of Scotland Football League Fourth Division/Development League	Scottish Lowland Football League (for Celtic FC and Rangers FC 'B' Teams only)	
East of Scotland Competition Group		
North Caledonian Competition Group		
South of Scotland Cup Competition Group		
The Scottish Cup		
The Scottish League Cup		
The Scottish League Challenge Cup (with the exception of SPFL Premiership clubs)		
The Scottish Highland League Cup		
The Scottish Lowland League Cup		
The SFA South Region Challenge Cup		
The West of Scotland League Cup		
The West of Scotland League Strathclyde Cup		
Aberdeenshire Cup (with the exception of SPFL clubs)		
Aberdeenshire Shield (with exception of SPFL clubs)		
North of Scotland Cup		
The City of Glasgow Cup (with the exception of SPFL Premiership clubs)		
District FA Cup Competitions (Fife, Forfarshire, Stirlingshire) with the exception of SPFL clubs		

## 1.12 Breach of suspension

- 1.12.1 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 (unless the terms of Paragraph 1.12.2 apply).
- 1.12.2 Where the Compliance Officer issues a Notice of Complaint against a player alleging a breach of Disciplinary Rule 208 and where he also considers that if established, the Tribunal would not impose an additional suspension, the Compliance Officer may append to the Notice of Complaint, an offer to apply only the mandatory re-imposition of the period of suspension determined not to have been served.
- 1.12.2.1 If a player wishes to accept this offer, 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 suspension will apply immediately upon delivery of the written acceptance.
- 1.12.2.2 If a player wishes to refuse the offer, 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 player has so refused this offer, the alleged Rule breach will be dealt with by the Disciplinary Tribunal under the terms of the Protocol.
- 1.12.2.3 Where a player fails to deliver a written refusal of this offer 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 this offer and the Scottish FA shall record the suspension. In that event, the Scottish FA shall apply the suspension from 1pm on the third Working Day after the date of delivery of the Notice of Complaint to the player.

## Section 2: Offences/Excessive Misconduct

- 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:
  - 2.1.1.1 participating in competitions referred to in this Annex C;
  - 2.1.1.2 of 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
- 2.1.2 The Scottish FA records cautionable and sending-off offences committed by the players referred to at clause 2.1.1 above in friendly matches, in matches in District Cup Competitions and 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.

### Section 3: Schedule Of Offences

#### SENDING-OFF OFFENCES

- A1 Serious foul play
- A2 Violent conduct
- A3 Biting or spitting at someone
- 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 to interfere with or stop a promising attack or in an attempt to score a goal/prevent a goal
  - 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:

SPFL Premiership \*

SPFL Championship \*

SPFL League One \*

SPFL League Two \*

\*Incorporating the play off competitions.

1.1 Serving of Suspensions in relation to offences committed in a Competition:

OFFENCE	SUSPENSION	APPLICATION OF SUSPENSION
A1 Serious Foul Play A2 Violent Conduct A3 Biting or spitting at someone	2 match suspension	effective immediately to the player's Recognised Team. Refer to Part F for further information.
A4 Denying the opposing team or an opponent a goal or a goal scoring opportunity A5 Offensive insulting or abusive language and/or gestures A6 Receiving a second caution in the same match	1 match suspension	effective immediately to the next match in the Competition where the sending off offence was reported.
Accumulation of six cautionable offences in the same competition (detailed below and including cautions incurred in Part D)	1 match suspension	Effective from 14th day following the date of the match when the 6th cautionable offence occurred and to be served in the same competition.
Accumulation of twelve cautionable offences in the same competition (detailed below and including cautions incurred in Part D)	2 match suspension	Effective from 14th day following the date of the match when the 12th cautionable offence occurred and to be served in the same competition.
Accumulation of eighteen cautionable offences in the same competition (detailed below and including cautions incurred in Part D)	3 match suspension	Effective from 14th day following the date of the match when the 18th cautionable offence occurred and to be served in the same competition.

A Player accumulating six cautions will be automatically suspended for one match if he has accumulated those six cautions in (up to and including) the number of matches in the relevant League as set out in the table below:

SPFL Premiership	19
SPFL Championship	18
SPFL League One	18
SPFL League Two	18

A Player accumulating twelve cautions will be automatically suspended for two matches if he has accumulated those twelve cautions in (up to and including) the number of matches in the relevant League as set out in the table below. Any such suspension shall be in addition to any suspension served in accordance with the paragraph above.

SPFL Premiership	38***
SPFL Championship	36***
SPFL League One	36***
SPFL League Two	36***

\*\*\* or until the end of the league competition, plus any additional matches in the play-off competition(s) as may be required.

A Player accumulating eighteen cautions will be automatically suspended for three matches if he has accumulated those eighteen cautions in (up to and including) the number of matches in the relevant League as set out in the table below. Any such suspension shall be in addition to any suspension served in accordance with the paragraphs above.

SPFL Premiership	38***
SPFL Championship	36***
SPFL League One	36***
SPFL League Two	36***

\*\*\* or until the end of the league competition, plus any additional matches in play-off competition(s) as may be required.

2 The leagues/divisions below are each a "Competition" for the purposes of this section:

- Scottish Highland Football League ("SHFL")\*
- Scottish Lowland Football League ("SLFL")\*
- South of Scotland Football League\* ("SOSFL")
- East of Scotland Football League Premier Division ("EOSFLPD")\*
- East of Scotland Football League First Division ("EOSFLFD")
- West of Scotland League Premier Division ("WOSFLPD")\*
- West of Scotland Football League First Division ("WOSFLFD")
- West of Scotland Football League Fourth Division/Development League ("WOSFLDL")

\* Incorporating the play off competitions

2.1 Serving of Suspensions in relation to offences committed in a Competition:

OFFENCE	SUSPENSION	APPLICATION OF SUSPENSION
A1 Serious Foul Play A2 Violent Conduct A3 Biting or spitting at someone	2 match suspension	effective immediately to the player's Recognised Team. Refer to Part F for further information.
A4 Denying the opposing team or an opponent a goal or a goal scoring opportunity A5 Offensive insulting or abusive language and/or gestures A6 Receiving a second caution in the same match	1 match suspension	effective immediately to the next match in the Competition where the sending off offence was reported.
Accumulation of five cautionable offences in the same competition (detailed below and including cautions incurred in Part D)	1 match suspension	Effective from 14th day following the date of the match when the 5th cautionable offence occurred and to be served in the same competition.
Accumulation of ten cautionable offences in the same competition (detailed below and including cautions incurred in Part D)	2 match suspension	Effective from 14th day following the date of the match when the 10th cautionable offence occurred and to be served in the same competition.
Accumulation of fifteen cautionable offences in the same competition (detailed below and including cautions incurred in Part D)	3 match suspension	Effective from 14th day following the date of the match when the 15th cautionable offence occurred and to be served in the same competition.

A Player accumulating five cautions will be automatically suspended for one match if he has accumulated those five cautions in (up to and including) the number of matches in the relevant League as set out in the table below:

SHFL	15
SLFL	15
SOSFL	15
EOSFLPD	15
EOSFLFD	15
WOSFLPD	15
WOSFLFD	15
WOSFLDL	15

A Player accumulating ten cautions will be automatically suspended for two matches if he has accumulated those ten cautions in (up to and including) the number of matches in the relevant League as set out in the table below. Any such suspension shall be in addition to any suspension served in accordance with the paragraph above.

SHFL	30***
SLFL	30***
SOSFL	30***
EOSFLPD	30***
EOSFLFD	30***
WOSFLPD	30***
WOSFLFD	30***
WOSFLDL	30***

\*\*\* or until the end of the league competition, plus any additional matches in play-off competition(s) as may be required.

A Player accumulating fifteen cautions will be automatically suspended for three matches if he has accumulated those fifteen cautions in (up to and including) the number of matches in the relevant League as set out in the table below. Any such suspension shall be in addition to any suspension served in accordance with the paragraph above.

SHFL	30***
SLFL	30***
SOSFL	30***
EOSFLPD	30***
EOSFLFD	30***
WOSFLPD	30***
WOSFLFD	30***
WOSFLDL	30***

\*\*\* or until the end of the league competition, plus any additional matches in play-off competition(s) as may be required.

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

SPFL Reserve League\*\*

SPFL Reserve League 2\*\*/SPFL Reserve League Challenge Cup \*\*

Aberdeenshire League \*\*

Scottish Highland U18 League +

North of Scotland FA U20 league \*\*

Club Academy Scotland U18 +

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

+ categorised as a Youth team competition for the purposes of this Protocol

3.1 Serving of Suspensions in relation to offences committed in a Competition:

OFFENCE	SUSPENSION	APPLICATION OF SUSPENSION
A1 Serious Foul Play A2 Violent Conduct A3 Biting or spitting at someone	2 match suspension	Effective immediately to the player's Recognised Team's next two matches. (subject to Paragraph 5 below). Refer to Part F for further clarification.
A4 Denying the opposing team or an opponent a goal or a goal scoring opportunity A5 Offensive insulting or abusive language and/or gestures A6 Receiving a second caution in the same match	1 match suspension	Effective immediately to the next match in the Competition in which the sending off offence was reported (subject to Paragraph 5 below).
Accumulation of six cautionable offences in the same Competition (including cautions incurred under Part D below)	1 match suspension  (For every further accumulation of six cautionable offences, the suspension applied will be extended by one match.)	Effective from 14th day following the date of the match when the sixth cautionable offence occurred and to be served in the same Competition.

4 Serving of Suspensions in relation to offences committed in SPFL/SHFL/SLFL/EOSFL/SOSFL/WOSFL Play-off Competition:

4.1 The play-off competition(s) are regarded as a continuation of the relevant League Competition in terms of recording player misconduct incurred during play-off matches.

4.2 Any suspension(s), or part thereof, which remain outstanding at the end of a League Competition will require to be served in the play-off competition(s).

4.3 Any suspension(s), or part thereof, which remain outstanding at the end of the play-off competition(s) will require to be served in the first match(es) of the player's club's Recognised Team's competition(s), as appropriate, the following Season.

5 Sending-Off Offences – Additional Suspension

5.1 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.

5.2 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 Competition where the sending off offence was reported.

6 Loans

6.1 Any suspension incurred by a player whilst on loan shall be served with the club, which the player was representing at the time the suspension was incurred, unless the terms of Paragraph 6.2 apply.

6.2 When a player has been on a 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 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.

7 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.

<p>South of Scotland Football League Cup                  SCFA Challenge Cup                  SCFA Alba Cup                  Tweedie Cup                  Cree Lodge Cup                  Haig Gordon Memorial Cup                  Potts Cup                  South and East Cup Winners Shield                  Cup Winners Shield</p>	<p>Lowlands Development League                  Lowlands Development League Cup                  Lowlands Development League Challenge Cup                  Lowlands Development League Knock-out Cup</p>
<p>North Caledonian League                  North Caledonian Cup                  Football Times Cup                  Jock Mackay Cup                  Ness Cup</p>	<p>East of Scotland Football League Cup                  East of Scotland Cup                  East of Scotland Shield                  King Cup                  East of Scotland Qualifying Cup                  Alex Jack Cup                  South and East Cup Winners Shield                  Cup Winners Shield</p>

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

OFFENCE	SUSPENSION	APPLICATION OF SUSPENSION
<p>A1 Serious Foul Play                  A2 Violent Conduct                  A3 Biting or spitting at someone</p>	<p>2 match suspension</p>	<p>For all Competition Groups except Lowlands Development League: Effective immediately to the player's Recognised Team's next two matches. (subject to Paragraph 4 below). Refer to Part F for further clarification.</p> <p>For Lowlands Development League Competition Group only: Effective immediately to the next two matches in the Competition Group in which the sending-off offence was reported. (subject to Paragraph 4 below).</p>
<p>A4 Denying the opposing team or an opponent a goal or a goal scoring opportunity                  A5 Offensive insulting or abusive language and/or gestures                  A6 Receiving a second caution in the same match</p>	<p>1 match suspension</p>	<p>Effective immediately to the next match in the Competition Group in which the sending-off offence was reported (subject to Paragraph 4 below).</p>
<p>Accumulation of six cautionable offences in the same Competition Group (including cautions incurred under Part D below)</p>	<p>1 match suspension                  (For every further accumulation of six cautionable offences, the suspension applied will be extended by one match.)</p>	<p>Effective from 14th day following the date of the match when the sixth cautionable offence occurred and to be served in the same Competition Group.</p>

### 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 Competition Group where the sending off offence was reported.

### 4 Loans

- 4.1 Any suspension incurred by a player whilst on 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.
- 4.2 When a player has been on a 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 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.

### 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:

The Scottish Cup	Aberdeenshire Cup
Scottish League Cup	Aberdeenshire Shield
Scottish League Challenge Cup	North of Scotland Cup
SPFL Reserve Cup	Scottish FA Youth Cup
Scottish Highland League Cup	The City of Glasgow Cup
Scottish Lowland Football League Cup	West of Scotland League Cup
SFA South Region Challenge Cup	West of Scotland Strathclyde 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 Scottish Cup for clubs which 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 Scottish League Challenge Cup for clubs which enter the competition at Rounds 1 and 2 (caution totals revert to zero prior to start of semi-final rounds)</p>	<p>1 match automatic suspension</p> <p>(For every further accumulation of two cautionable offences, the player will be suspended for one match.)</p>	<p>Effective immediately to the next match in the same Specified Cup Competition.</p>
<p>Accumulation of two cautionable offences in The Scottish Cup for clubs which 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 Scottish League 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 Scottish League Challenge Cup for clubs which 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 – except in the City of Glasgow Cup)</p>	<p>1 match automatic suspension</p>	<p>Effective immediately to the next match in the same Specified Cup Competition.</p>
<p>A1 Serious Foul Play</p> <p>A2 Violent Conduct</p> <p>A3 Biting or spitting at someone</p>	<p>2 match automatic suspension*</p>	<p>One match will apply immediately to the player's Recognised Team's next match : and</p> <p>One match will apply immediately to the next match the player's club plays in that Specified Cup Competition.</p>
<p>A4 Denying the opposing team or an opponent a goal or a goal scoring opportunity</p> <p>A5 Offensive insulting or abusive language and/or gestures</p> <p>A6 Receiving a second caution in the same match</p>	<p>1 match automatic suspension</p>	<p>Effective immediately to the next match in the Specified Cup Competition in which the sending-off offence was reported.</p>

### 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. Loans

- 4.1 Any suspension incurred by a player whilst on 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 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 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.

### 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 Biting or Spitting at someone 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 Biting or Spitting at someone in a match immediately preceding their club's Scottish Cup fixture, or who is currently serving a suspension for any of these offences, 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 Biting or Spitting at someone 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 13.25 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: FRIENDLY MATCHES AND OTHER COMPETITIONS**

- Misconduct incurred in friendly matches and/or matches in the following competitions, 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 disciplinary record within the relevant Competition or Competition Group:

Fife FA Cup  
 Forfarshire FA Cup  
 Stirlingshire FA Cup

- Serving of Suspensions in relation to offences committed in other, non-specified matches or competitions:

OFFENCE	SUSPENSION	APPLICATION OF SUSPENSION
A1 Serious Foul Play A2 Violent Conduct A3 Biting or spitting at someone	2 match suspension	Effective immediately to the player's Recognised Team's next two matches as appropriate.
A4 Denying the opposing team or an opponent a goal or a goal scoring opportunity A5 Offensive insulting or abusive language and/or gestures A6 Receiving a second caution in the same match	1 match suspension	Effective immediately to the player's Recognised Team's next Competition/ Competition Group match as appropriate
Cautionable Offences	N/A cautionable offences will be added to the player's disciplinary record and accumulate in the same manner set out in this Annex	N/A cautionable offences will be added to the player's disciplinary record and accumulate in the same manner set out in this Annex

- 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.

- Confirmation on how these offences will be recorded and how suspensions will apply should be sought from the Disciplinary and Judicial Services Department. 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.

## PART E: GENERAL RULES FOR PLAYER SUSPENSIONS

1. Reference is made to Paragraph 11.2 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 13 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 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 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.
14. 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.

## **PART F: RULES REGARDING SUSPENSIONS FOR SERIOUS FOUL PLAY (A1), VIOLENT CONDUCT (A2) AND BITING OR SPITTING AT SOMEONE (A3)**

Suspensions incurred as a result of a player being reported for the sending-off offences of Serious Foul Play, Violent Conduct or Biting or Spitting at Someone will be served as follows – please refer to table at paragraph 1.11.3 of Section 1 of this Annex:

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, 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 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, including Specified Cup Competitions, as applicable.
  - 1.4 A Recognised First Team Player sent off in a Reserve 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 and;
    - one match will apply immediately to the next match the player's club plays in that Specified Cup Competition.
  - 1.5 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, including Specified Cup Competitions, as applicable.
  - 1.6 A Recognised First Team Player sent off in a friendly match will be suspended for his club's next two First Team matches, 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.
  - 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, whichever comes first and dependent on fixture scheduling, 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 whichever comes first and dependent on fixture scheduling, 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 Reserve 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.
  - 2.5 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.

- 2.6 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.
- 2.7 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.
- 2.8 A Recognised Reserve Team Player sent off in a friendly match will be suspended for his club's next two Reserve Team matches.
- 2.9 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, 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; 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, whichever comes first and dependent on fixture scheduling, 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 whichever comes first and dependent on fixture scheduling.; 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, whichever comes first and dependent on fixture scheduling, and including Specified Cup Competitions, as applicable.
- 3.6 A Recognised Youth Team Player sent off in a Reserve 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 and;
  - one match will apply immediately to the next match the player's club plays in that Specified Cup Competition
- 3.7 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, including Specified Cup Competitions, as applicable.
- 3.8 A Recognised Youth Team Player sent off in a friendly match will be suspended for his club's next two Youth Team matches, 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 Championship North and South
  - d) The Scottish Women's Championship Cup
  - e) The Scottish Women's Cup
  - f) National Performance League 19s
  - g) National Performance League 19s Cup
  - h) National Performance League 16s
  - i) National Performance League 16s Cup
2. Serving of Suspensions in relation to offences committed in Women's football:

OFFENCE	SUSPENSION	APPLICATION OF SUSPENSION
A1 Serious foul play A2 Violent conduct A3 Biting or spitting at someone	3 match automatic suspension	Effective immediately and applied to all matches in the competitions listed at Section 5, Paragraph 1 of this Annex.
A5 Offensive, insulting or abusive language and/or gestures	2 match automatic suspension	Effective immediately and applied to all matches in the competitions listed at Section 5, Paragraph 1 of this Annex.
A4 Denying the opposing team or an opponent a goal or an obvious goal scoring opportunity A6 Receiving a second caution in the same match	1 match automatic suspension	Effective immediately and applied to all competitions listed at Section 5, Paragraph 1 of this Annex.
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.

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, as applicable.
  - 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 11.2 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 above.

## **ANNEX D**

### **Disciplinary Procedures For Team Staff And Officials**

This Annex D is set out in seven sections:

Section 1: General

Section 2: Reporting and Recording of Offences

Section 3: Schedule of Offences for Team Staff

Section 4: Application of Suspensions for the Accumulation of Cautionable Offences

Section 5: Notice of Complaint

Section 6: Offers of Fixed Suspensions

Section 7: Scope of Suspensions

#### **Section 1: General**

- 1.1 These Disciplinary Procedures shall apply to football:
  - i) played in competitions listed within Annex C of the Judicial Panel Protocol;
  - ii) played in the Club Academy Scotland Programme;
  - iii) involving clubs in membership of the Scottish Junior FA and the Scottish Amateur 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 cautionable offences, sending off offences and/or any other 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.

#### **Section 2: Reporting and Recording of Offences**

- 2.1 Match officials shall submit to the Scottish FA a report detailing all cautionable offence(s), sending off offence(s) and/or any other incidents of alleged Misconduct by an individual member of Team Staff or official at a particular match.
- 2.2 On receipt of a report of a sending off offence(s) or a report alleging Misconduct of an individual member of Team Staff or official, the Scottish FA shall refer the report to the Compliance Officer.
- 2.3 On receipt of a report of a cautionable offence for an individual member of Team Staff, the Scottish FA shall record the offence in the member of Team Staff's record and shall confirm to the member of Team Staff, via their club, the total number of cautionable offences recorded against them to date and/or any suspension which may have been incurred as a result of the accumulations of cautionable offences in accordance with Section 4 of this Annex D.

### Section 3: Schedule of Offences for Team Staff

#### SENDING-OFF OFFENCES

- SO1 Delaying the restart of play by the opposing team e.g. holding onto ball, kicking ball away, obstructing player
- SO2 Deliberately leaving the technical area to show dissent towards or remonstrate with a match official; act in a provocative or inflammatory manner
- SO3 Enter the opposing technical area in aggressive or confrontational manner
- SO4 Deliberately throw or kick an object onto field of play
- SO5 Enter the field of play to confront a match official; interfere with play, an opposing player or match official
- SO6 Physical or aggressive behaviour (including spitting or biting) towards an opposing player, substitute, team official, match official, spectator or any other person
- SO7 Receiving a second caution in same match
- SO8 Using offensive, insulting or abusive language and /or gestures
- SO9 Using unauthorised electronic or communication equipment and/or behaving in an appropriate manner as a result
- SO10 Violent conduct

#### CAUTIONABLE OFFENCES

- C1 Clearly/persistently not respecting the confines of their team's technical area
- C2 Delaying the restart of play by their team
- C3 Deliberately entering the technical area of opposing team (non-confrontational)
- C4 Dissent by word or action (including throwing kicking bottles or gestures which show a clear lack of respect – sarcastic clapping)
- C5 Excessively/persistently gesturing for a red/yellow card
- C6 Gesturing or acting in a provocative or inflammatory manner
- C7 Persistent unacceptable behaviour (included repeated warnings)
- C8 Lack of respect for the game

#### Section 4: Application of Suspensions for the Accumulation of Cautionable Offences

- 4.1 Cautionable offences for Team Staff shall be accumulated across all competitions over a Season and shall result automatically in the following sanctions being applied:

OFFENCE	SUSPENSION	APPLICATION OF SUSPENSION
Accumulation of four cautionable offences during a Season	1 match dated suspension	Effective from 14th day of date of match when the fourth cautionable offence was incurred. Suspensions incurred as a result of accumulating cautions do not apply to Play-Off matches or Cup Finals.
Accumulation of eight cautionable offences during a Season	2 match dated suspension	Effective from 14th day of date of match when the eighth cautionable offence was incurred. Suspensions incurred as a result of accumulating cautions do not apply to Play-Off matches or Cup Finals.
Accumulation of twelve cautionable offences during a Season	3 match dated suspension	Effective from 14th day of date of match when the twelfth cautionable offence was incurred. Suspensions incurred as a result of accumulating cautions do not apply to Play-Off matches or Cup Finals.
Accumulation of sixteen cautionable offences during a Season	Referred to Judicial Panel Disciplinary Tribunal for Determination	

#### Section 5: Notice of Complaint

- 5.1 Where a sending off offence is reported by a match official and/or any other 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.
- 5.2 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.

#### Section 6: Offers Of Fixed Suspension for members of Team Staff

- 6.1 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.
- 6.2 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.
- 6.3 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.

- 6.4 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 6.2 of this Annex D, above.
- 6.5 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.

### **Section 7: Team Staff: Scope of Suspensions**

- 7.1 Reference is made to Part 4, Section 11, Paragraph 11.2 of the Protocol.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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**

#### **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 be 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.
"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 of the Protocol.
"Chairman"	Shall mean the chairman of a Tribunal, as provided for in the Protocol
"Claim"	Shall mean Fast Track Proceedings raised by or on behalf of a player as set out at Paragraph 13.17 to 13.22 inclusive
"Claimant"	Shall mean a player making a Claim
"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.
"Competition"	Shall have the meaning given to it in Rule 2.1 of the Competition Rules
"Competition Period"	Shall have the meaning given to it in the Anti-Doping Regulations
"Competition Rules"	Shall have the meaning given to it in Rule 2.1 of the Competition Rules
"Complaint"	Means the subject of a Notice of Complaint.

Term	Meaning
"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.
"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 13.14
"Decision"	Means a Decision on a particular issue arising during the course of, requiring to be established during, 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.
"Discipline Report"	Shall have the meaning given to it in Paragraph 13.19.4
"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 and, whilst the public health crisis persists, shall also include conduct within a stadium which is contrary to the Health Protection Regulations implemented by the Scottish Government under the terms of section(49) and Schedule 19 of the Coronavirus Act 2020, and any successive or replacement legislation thereto..
"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.
"Fast Track Notice of Complaint"	Shall have the meaning set out at Paragraph 13.2 of the Protocol.
"Fast Track Principal Hearing"	A hearing for the purpose of dealing with the substance of a case raised under Section 13 as Fast Track Proceedings.
"Fast Track Proceedings"	Are proceedings for 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.
"Fielded Substitute"	Shall have the meaning given to it in Rule 2.1 of the Competition Rules

Term	Meaning
"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.
"Founding Principles"	Shall have the meaning given to it at Section 2.
"Grounds of Appeal"	Shall have the meaning given to it at Paragraph 15.2.1.
"Home Club"	Shall have the meaning given to it in Rule 2.1 of the Competition Rules
"insolvency event"	Shall have the meaning as defined in Article 1.1.
"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.
"involved in a confrontation"	Officials, members of team staff, employees and Players are deemed to be involved in a confrontation if they intentionally associate themselves with a hostile or argumentative situation with players and/or team staff from the opposing team, regardless of their motivation in so doing.
"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"	Other than for the purposes of Section 13 shall have the meaning as defined in Article 1.1. The meaning for Section 13 is set out at Paragraph 13.1.8
"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) biting or spitting at someone 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.
"Nominated Substitutes"	Shall have the meaning given to it in Rule 2.1 of the Competition Rules
"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.

Term	Meaning
"Notice of Complaint"	Shall be a notice as provided for in Section 9.
"Notice of Withdrawal"	Shall have the meaning given to it at Paragraph 13.20
"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.
"Offence recorded"	Shall have the meaning given to it at Paragraph 13.19.4.
"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 10.8.3.
"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 Support Person"	Shall have the meaning given to it at Paragraph 13.5.3.1.
"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 11.2.2.
"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
"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, Section 1.
"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.
"Referee's Statement"	Shall have the meaning given to it at Paragraph 13.19.5.
"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.

Term	Meaning
"Representation Contract"	Shall have the meaning defined in the Intermediary Regulations.
"Respondent"	Shall have the meaning given to it at Paragraph 15.1.6.
"Response"	Shall mean a written response by an Alleged Party in Breach to either a Notice of Complaint or Fast Track Notice of Complaint, which admits or denies each alleged breach, and "to Respond" shall be construed accordingly.
"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
"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.
"Starting Player"	Shall have the meaning given to it in Rule 2.1 of the Competition Rules
"Substantial Advantage"	Shall have the meaning given to it at Paragraph 13.9.1
"Suspension Tribunal"	Shall mean have the meaning given to it in Paragraph 14.11.2.
"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.
Team Official/ Team Staff Form	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.

Term	Meaning
"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.
"Wrongful Caution"	Shall mean a claim made by a Claimant in terms of Paragraph 13.17.9.3
"Wrongful Dismissal"	Shall mean a claim made by a Claimant in terms of Paragraph 13.17.9.2
"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 I[ ] ) 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)

## ANNEX H

### Guidance Notes Relative To Imposition Of Sanction Relative To Breaches Of Disciplinary Rule 31 And Disciplinary Rule 31A

#### 1. Introduction

The following are Guidance Notes provided to guide Tribunal members in sanction where Disciplinary Rule 31 and/or Disciplinary Rule 31A are breached in Season 2018/19 and thereafter.

This guidance should be read in conjunction with Section 11 of the Judicial Panel Protocol and the Scale of Sanctions provided at both of these Disciplinary Rules.

#### 2. Suspensions in respect of Disciplinary Rule 31 and Disciplinary Rule 31 A for clubs, or players, Team Officials, members of Team Staff, officials, and employees of clubs

This section provides guidance as to sanctions to be applied to a club or a player, Team Official, member of Team Staff, official, or employee of a club.

Where there is reference to an Alleged Party in Breach ("the Party") in this section that is a reference to a club or a player, Team Official, member of Team Staff, official, or employee of that club.

Where there is reference to a "Party's club" that is reference to the club with which the Party is a registered player, and/or a Team Official, and/or a member of Team Staff, and/or an official, and/or an employee at the time that the bet(s) is/are placed.

- 2.1. Where it is established by a Tribunal that a bet or bets have been placed by the Party upon a match in which the Party or the Party's club is participating, the bet being staked upon the Party or the Party's club to win the match, a sanction at no less than the starting point of the Lower End of the Scale of Sanctions should be imposed.
- 2.2. Where it is established by a Tribunal that a bet or bets have been placed by the Party upon a match in which the Party or the Party's club is participating, that bet being staked upon the Party or the Party's club to draw or lose the match, a sanction at no less than the starting point of the Mid-Range of the Scale of Sanctions should be imposed.
- 2.3. Where it is established by a Tribunal that a bet or bets have been placed by the Party upon a specific event occurring in a match in which the Party or the Party's club is participating, a sanction at no less than the starting point of the Mid-Range of the Scale of Sanctions should be imposed. For the avoidance of doubt a specific match event is a specified event in a football match other than the "win, lose, draw" outcome of the match. Betting on a specific match event would include, by way of example, a predicted score at half time or full time, a margin of victory or defeat, a goal scorer, the number of penalties, corners or throw ins, or the number of cautionable or sending off offences imposed.
- 2.4. Where it is established by a Tribunal that a bet or bets have been placed by the Party upon a football event involving the Party or the Party's club, a sanction at no less than the starting point of the Mid- Range of the Scale of Sanctions should be imposed. For the avoidance of doubt a football event is an event related to football which does not relate to the outcome of a match, or specified match event. Betting upon a football event would include, by way of example, the appointment of a manager, or the signing of a new player. A football event is prohibited by Disciplinary Rule 31A.
- 2.5. Where it is established by a Tribunal that a bet or bets have been placed by the Party which breach either Disciplinary Rule 31 and/or 31A and where the Party has been established by the Tribunal to have relied upon inside information in placing the bet or bets, a sanction at no less than the starting point of the Mid- Range of the Scale of Sanctions should be imposed. Inside information is information relevant to a football match or a football event of which the Party is aware of as a result of their position within the game of football and which is not publicly available. Examples of inside information would include information relating to player injury, or team selection, or of the imminent appointment of a manager or coach.

### **3. Minimum Suspensions in respect of Disciplinary Rule 31 and Disciplinary Rule 31A for Affiliated Associations, Affiliated National Associations, National Associations, and Recognised Football Leagues and officials and employees of Affiliated Associations, Affiliated National Associations, National Associations, and Recognised Football Leagues**

This section provides guidance as to sanctions to be applied to Affiliated Associations, Affiliated National Associations, National Associations, and Recognised Football Leagues ( "an Association or League ") and officials and employees of an Association or League.

Where there is reference to an Alleged Party in Breach ("the Party") in this section that is a reference to an Association or League and/or officials and employees of an Association or League.

Where there is reference to the Party's Association or League that is a reference to an Association or League of with whom the Party is an official or employees at the time that the bet is placed.

- 3.1. Where it is established by a Tribunal that a bet or bets have been placed by a Party upon a match played in a match organised by the Association or League or the Party's Association or League, a sanction at no less than the starting point of the Mid-Range of the Scale of Sanctions should be imposed.
- 3.2. Where it is established by a Tribunal that a bet or bets have been placed by the Party upon a specific match event occurring in a match organised by the Association or League or the Party's Association or League, a sanction at no less than the starting point of the Mid-Range of the Scale of Sanctions should be imposed.
- 3.3. Where it is established by a Tribunal that a bet or bets have been placed by the Party upon a football event involving clubs within the Association or League or the Party's Association or League a sanction at no less than the starting point of the Mid- Range of the Scale of Sanctions should be imposed.
- 3.4. Where it is established by a Tribunal that a bet or bets have been placed by the Party which breach either Disciplinary Rule 31 and/or 31A and where the Party has been established by the Tribunal to have relied upon inside information in placing the bet or bets, a sanction at no less than the starting point of the Mid- Range of the Scale of Sanctions should be imposed.

### **4. Minimum Suspensions for Match Officials**

This section provides guidance as to sanctions to be applied to match officials.

- 4.1. In the event that a bet or bets have been placed by a match official upon a match in which the match official has officiated, a sanction at no less than the Top End should be imposed.
- 4.2. Where it is established by a Tribunal that a bet or bets have been placed by the Party which breach either Disciplinary Rule 31 and/or 31A and where the Party has been established by the Tribunal to have relied upon inside information in placing the bet or bets, a sanction at no less than the starting point of the Mid-Range of the Scale of Sanctions should be imposed.

### **5. Minimum Suspensions in respect of Disciplinary Rule 31 and Disciplinary Rule 31A for others under the jurisdiction of the Scottish FA**

This section provides guidance as to sanctions to be applied to all others under the jurisdiction of the Scottish FA not covered by sections 1-4 of this Annex.

Where there is reference to an Alleged Party in Breach ("the Party") in this section that is a reference to all others under the jurisdiction of the Scottish FA not covered by sections 1-4 of this Annex above.

- 5.1. Where it is established by a Tribunal that a bet or bets have been placed by the Party which breach either Disciplinary Rule 31 and/or 31A and where the Party has been established by the Tribunal to have relied upon inside information in placing the bet or bets, a sanction at no less than the starting point of the Mid- Range of the Scale of Sanctions should be imposed.

## **6. Mitigation supplementary to the terms of Section 11**

This section provides mitigating factors that should be considered by Tribunals in addition to and without prejudice to those factors identified in Section 11 of the Protocol.

These mitigating factors apply to all Alleged Parties in Breach ("the Party" ) established as having breached Disciplinary Rule 31 and/or 31A.

It should be noted these mitigating factors are not suggested as serving to reduce a Sanction below the level stated as that which should be the minimum that should be imposed as per Sections 2, 3, 4 and 5 of this Annex, except in the circumstances where section 6.5 of this Annex H, below, applies.

These mitigating factors occur where it can be established by a Tribunal that:

- 6.1 a period of more than one season has elapsed since the bet was last placed; and/or
- 6.2 no bets were placed on matches taking place in the Leagues and/or Competitions listed in the Register of Competitions ( "Scottish matches" ), or upon Scottish Clubs competing in European Competition and/or in a friendly match ( "Scottish club's European and/or friendly matches" ); and/ or
- 6.3 the stakes that were placed were for small amounts; and/or
- 6.4 all or part of the bets placed were placed at a time when the Party had a gambling addiction or problem, and that the Party has commenced gambling addiction or problem treatment of some form. Where this mitigation is established the Tribunal should consider whether it considers that it would be preferable to defer imposing all or part of the Sanction(s) to monitor the effectiveness of the treatment; and/or
- 6.5 that the Party has made a genuine self-referral of his breaches of Disciplinary Rule 31 and/or 31A

## **7. Aggravating factors supplementary to the terms of Section 11.**

This section provides aggravating factors that should be considered by Tribunals in addition to and without prejudice to, those factors identified in Section 11 of the Protocol.

These aggravating factors apply to all Alleged Parties in Breach ("the party" ) established as having breached Disciplinary Rule 31 and/or 31A.

They may operate as a counter balance to any mitigating factors identified in Section 11 of this Protocol and/or in Section 6 of this Annex.

These aggravating factors may operate to aggravate the level of Sanction stated to be the minimum that should be imposed in Sections 2,3,4, and 5 of as per sections 2, 3, 4 and 5 of this Annex.

These aggravating factors occur where it can be established by a Tribunal that:

- 7.1 bets were placed on matches taking place in the Leagues and/or Competitions listed in the Register of Competitions ("Scottish matches" ), or upon Scottish Clubs competing in European Competition and/or in a friendly match ("Scottish club's European and/or friendly matches").

## **ANNEX J**

### **Guidance as to the Conduct of Fast Track Principal Hearings in relation to Fast Track Proceedings for Notices of Complaint raised by the Compliance Officer in terms of Section 13**

#### **Basis of investigation relative to a possible Fast Track Notice of Complaint**

- 1 The Compliance Officer may investigate an alleged breach of Disciplinary Rule 200 and/or Disciplinary Rule 201, or a case of Mistaken Identity where this has been brought to his attention by whatever means. However, the Compliance Officer must investigate such matters where they are brought to his attention as follows:
  - 1.1 where a Match Official(s) appointed to a match reports such a matter to the Compliance Officer; and/or
  - 1.2 where the Scottish FA's Referee Operations Department reports such a matter to the Compliance Officer; and/or
  - 1.3 where an official of a club under the jurisdiction of the Judicial Panel Protocol reports such a matter to the Compliance Officer; and/or
  - 1.4 where a match disciplinary reviewer reports such a matter to the Compliance Officer.

#### **Conduct of the Fast Track Principal Hearing – Status of the Guidance Notes**

- 2 This section of the Guidance Notes provides Fast Track Tribunals and Parties with guidance on the approach which may be appropriate to adopt at a Fast Track Principal Hearing Determining a Fast Track Notice of Complaint. The Notes are not intended to be prescriptive, but it is anticipated that Tribunals will generally structure Fast Track Principal Hearings Determining a Fast Track Notice of Complaint as set out in these Guidance Notes. The Guidance Notes apply to Fast Track Principal Hearings whether the hearing is held in whole or in part by video conference facility, other electronic means or "in person".
- 3 Fast Track Tribunals should generally give notice to Parties of the procedure they intend to adopt. Where a Fast Track Tribunal intends to adopt a different procedure from that herein provided and/or where the procedure to be adopted is adjusted by the Tribunal during the process, the Tribunal should inform Parties of such procedure where possible prior to any Fast Track Principal Hearing, and in any event generally at the commencement of any Fast Track Principal Hearing.
- 4 A Fast Track Tribunal may depart from the procedure herein described, during its conduct of a Fast Track Principal Hearing, where in the circumstances, it is reasonable to do so.
- 5 Where a Fast Track Tribunal is asked to Determine a number of separate Fast Track Notices of Complaint, it is generally anticipated that it will follow these Guidance Notes in respect of its hearing of each separate Complaint.

#### **Conduct of the Fast Track Principal Hearing – Commencement of the Fast Track Principal Hearing**

- 6 At the commencement of a Fast Track Principal Hearing, the Chairman should confirm the identities of the persons admitted to the hearing and introduce the members of the Fast Track Tribunal. The Chairman should also satisfy himself that the Alleged Party in Breach is aware of the reasons for his presence at the Fast Track Principal Hearing and the potential consequences for him if the Fast Track Notice of Complaint is upheld by the Fast Track Tribunal.
- 7 The Fast Track Tribunal may Decide the order in which Parties are to present their submissions and evidence, but, as is generally the case, the Compliance Officer who is seeking to prove a Fast Track Notice of Complaint should be asked to present his submissions and evidence first.

## Conduct of the Fast Track Principal Hearing – Evidence and Presentation of Evidence and Submissions

- 8 Whilst a Fast Track Tribunal is not bound by the law of evidence applicable to proceedings in court and, in particular, 'rules' governing the admissibility of evidence, a Fast Track Tribunal should ordinarily only consider evidence that has been timeously lodged in terms of Section 13 of this Protocol or which in terms of Section 13 it has Decided should be considered, although late, on the basis of exceptional circumstances.
- 9 A Fast Track Tribunal may, subject to Section 13.19.1, establish the facts by any means it considers to be appropriate, including admissions and by its own interpretation of evidential material, such as video evidence. Evidence from any witness relied upon by any Party shall be considered by the Fast Track Tribunal, and given such weight as the Tribunal shall think appropriate, in such form that it considers to be appropriate.
- 10 Video evidence from any source may be used by the Compliance Officer and/or the Alleged Party in Breach in presentation of their respective cases. It will be a matter for the Fast Track Tribunal to assess the weight to be attached to video evidence which is not obtained from an accredited Broadcaster or by a club participating in the relevant match.
- 11 Where the Compliance Officer and/or the Alleged Party in Breach rely on video evidence that is presented in slow motion or in close up or has been annotated, or which contains commentary, the Compliance Officer or the Alleged Party in Breach should send at the same time to the Judicial Panel Secretary, for production to the Fast Track Tribunal, the same images in real time speed and in their original scope, without any annotation, and without commentary, if available. Where a Fast Track Notice of Complaint is to be Determined it is important that the Fast Track Tribunal has the ability, if reasonably practicable to be provided, to view the act or acts that are the subject matter of a Complaint or Claim in real time speed.
- 12 There is no requirement upon the Compliance Officer to lead any oral evidence from witnesses. The expectation is that evidence presented by the Compliance Officer will be presented by oral and/or written submissions explaining the written and video evidence provided only and that no evidence from a match officials, nor any former match official, will be led by either Party before the Fast Track Tribunal except as permitted by the Tribunal and always subject to Section 13.1.11.
- 13 There is no requirement upon the Alleged Party in Breach to lead any evidence or make any submissions. The Alleged Party in Breach or his representative should, subject to Section 13.1.11, be given the opportunity to lead oral evidence from witnesses, lead any other admissible evidence, make oral submissions challenging the evidence presented by the Compliance Officer, and make oral submissions explaining any written and video evidence presented by the Alleged Party in Breach to the Fast Track Tribunal.
- 14 At any time the Chairman, and members of the Fast Track Tribunal, may ask questions of the Compliance Officer and/or the Alleged Party in Breach relative to their respective cases and the case of their opposing Party..
- 15 Where witness evidence is taken orally, a Fast Track Tribunal will generally Decide to allow for examination, cross-examination and re-examination, however it is recognised that the Fast Track 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. At any time the Chairman, and members of the Fast Track Tribunal, may ask questions of a witness.
- 16 A witness whose evidence is taken orally should generally be excluded from the Fast Track Principal Hearing until after he has given his evidence, unless the witness is the Alleged Party in Breach. Once the oral evidence of the witness has been completed a witness should generally leave the Fast Track Principal Hearing, unless he is the Alleged Party in Breach or the Fast Track Tribunal considers it to be appropriate for a witness to remain. The Fast Track Tribunal may wish, nevertheless, to order the witness to remain available for further examination. The Fast Track Tribunal may, if it considers it to be appropriate, request the presence of the parties or witnesses again, for further examination.

- 17 The Fast Track Tribunal shall during the course of the Fast Track Principal Hearing be entitled to view at its discretion the video evidence or other Electronic Evidence relative to the Case(s). On completing the viewing of such evidence, the Parties shall generally be given the opportunity to comment thereon.

#### **Conduct of the Fast Track Principal Hearing – Closing Submissions**

- 18 Following the completion of presentation of evidence by both the Compliance Officer and the Alleged Party in Breach, both Parties should then generally be given the opportunity to make closing submissions. Following any closing submissions, the Parties and their representatives, should be asked to leave the Fast Track Principal Hearing.

#### **Tribunal's Deliberations on the Complaint and Determination**

- 19 The Fast Track Tribunal's deliberations should be conducted in private.
- 20 The Fast Track Tribunal should, subject to Section 13.1.11, consider all of the evidence and submissions presented to it and Determine whether the Fast Track Notice of Complaint should be found proved or not. The Fast Track Tribunal may, if required, request the presence of Parties again for the purposes of the presentation of further admissible evidence and/or for further questioning. In doing so, the Fast Track Tribunal should allow the other Parties and/or their representatives to be present.
21. After reaching its Determination, the Fast Track Tribunal should either:
  - 21.1 Recall the Parties to the Fast Track Principal Hearing in order that the Chairman can announce orally the Determination of the Fast Track Tribunal upon the Fast Track Notice of Complaint to the Parties; or
  - 21.2 Direct that the Judicial Panel Secretary intimate the Determination of the Fast Track Tribunal upon the Fast Track Notice of Complaint to the Parties.
- 22 The Fast Track Principal Hearing should generally then be declared closed.

## ANNEX K

### Guidance as to Evidence and the Conduct of Fast Track Principal Hearings in relation to Fast Track Proceedings for Claims made by Claimants in terms of Section 13.

- 1 These Guidance Notes provide Fast Track Tribunals with guidance on the approach which may be appropriate to adopt at a Fast Track Principal Hearing Determining a Claim made by a Claimant under Section 13 of this Protocol.
- 2 The Guidance Notes are not intended to be prescriptive, but it is anticipated that Fast Track Tribunals will generally structure Fast Track Principal Hearings for Claims as suggested in these Guidance Notes.
- 3 For the avoidance of doubt no Parties shall permitted to attend the Fast Track Principal Hearing to Determine a Claim. In accordance with Paragraph 13.21.3 of the Protocol neither the Claimant nor any representative shall be permitted to participate in, make representations at, or be admitted to, the Fast Track Principal Hearing. For the further avoidance of doubt in accordance with 13.17.4 of the Protocol the Compliance Officer is not a Party to a Claim
- 4 To permit the Fast Track Tribunal to conduct its deliberations in terms of Paragraph 13.21.4 the Judicial Panel Secretary shall ensure that the Fast Track Tribunal has the following before them at each Fast Track Principal Hearing to Determine a Claim:
  - i) The Notice of Claim
  - ii) All evidence and submissions, including video evidence, to support the Claim, where timeously lodged by the Claimant in terms of Section 13 or where permitted by the Fast Track Tribunal to be considered in terms of Section 13 although late on the basis of exceptional circumstances
  - iii) The Discipline Report
  - iv) The Referee's Statement, where applicable
  - v) ( Where presented ) video evidence provided in terms of 13.19.3.4 by the Judicial Panel Secretary
  - vi) Laws of the Game
  - vii) This Protocol
- 5 The Referee's Statement should not generally provide any further comment or information or explanation of his decision beyond providing the identification of the act or acts that were deemed to justify the offence recorded in the Discipline Report. A Fast Track Tribunal will not normally consider to be relevant any such further comment or information that is provided by the referee beyond the identification of the act or acts to justify the Offence Recorded in the Discipline Report. The referee asked to provide a statement should not have disclosed to him any evidence or submissions made by the Claimant making the Claim.
- 6 Video evidence from any source may be used by the Claimant (or presented by the Judicial Panel Secretary). It will be a matter for the Fast Track Tribunal to assess the weight to be attached to evidence which is not obtained from video images taken by an accredited Broadcaster or by a club participating in the relevant match.
  - 6.1 Where the Claimant relies on video evidence that is presented in slow motion or in close up or has been annotated, or which contains commentary the Claimant should send at the same time to the Judicial Panel Secretary, for production to the Fast Track Tribunal, the same images in real time speed and in their original scope, without any annotation, and without commentary, if available. In particular it should be noted that where a claim is made for wrongful dismissal or wrongful caution it is important that the Fast Track Tribunal has the ability to view the act or acts that are the subject matter of the Claim in real time speed

7. The purpose of a Claim is for the Fast Track Tribunal to Determine whether the referee made an Obvious Refereeing Error primarily in light of examination of video evidence showing the act or acts which led to the refereeing decision, and consideration of submissions that relate directly to that video evidence.
8. A Claim should not be based only upon criticisms of the referee, for example by seeking to prove that he acted in haste, or indecisively, or had a restricted or obstructed view. It will always be necessary for the Claimant separately from any such criticism to establish that the evidence illustrates that an Obvious Refereeing Error occurred.
9. A Fast Track Tribunal will not normally consider to be relevant any evidence and/or submissions that do not relate directly to the act or acts that led to the decision that is the subject of the Claim in particular, but not limited to, video evidence of refereeing decisions, other than video evidence of the refereeing decision which is the subject matter of the claim.
10. When the Fast Track Tribunal has concluded its deliberations and has reached a Determination upon the Claim it shall direct that the Judicial Panel Secretary record this Determination and intimate the Determination to the Claimant and the Disciplinary and Judicial Services Department, Scottish FA as soon as is reasonably possible following the conclusion of the Fast Track Principal Hearing. The Fast Track Tribunal shall then conclude the Fast Track Principal Hearing.

## **ANNEX L**

### **Guidance as to Investigation, Evidence and the Conduct of Principal Hearings in relation to alleged breaches of Disciplinary Rule 78A and/or Disciplinary Rule 78B.**

#### **1. Scottish Football's Child Wellbeing and Protection Policy**

- 1.1 Scottish football's child wellbeing and protection policy was promulgated by the Board of the Scottish FA in accordance with Article 5 of the Articles of Association of the Scottish FA ("Policy"). The Policy applies to everyone working or volunteering for the Scottish FA or for one of its members. In accordance with this Policy, everyone has a responsibility to safeguard, promote, support and protect the wellbeing of all children and young people in Scottish football no matter their own role in Scottish football or the role or status of the child or young person. Members' compliance with the Policy is required in accordance with Articles 5.1 and 5.2 of the Articles of Association of the Scottish FA.
- 1.2 This means that any form of abusive behaviour towards a child will not be tolerated, whether that be physical, emotional or sexual abuse, neglect or bullying. Specifically related to sexual relationships, anyone in a position of trust in relation to a child or young person involved in Scottish football in any capacity must not enter into an intimate relationship whilst the person is in a position of trust with the young person, regardless of whether they are both over the legal age of consent.
- 1.3 Disciplinary Rule 78A and Disciplinary Rule 78B provide the disciplinary framework should there be any allegation of breach of the Policy and disciplinary action is necessary to prevent harm or the risk of harm, including further harm, occurring to a child or children within Scottish football.

#### **2. Investigation relative to an alleged breach of Disciplinary Rule 78A and/or Disciplinary Rule 78B**

- 2.1 The Compliance Officer may investigate an alleged breach of Disciplinary Rule 78A and/or Disciplinary Rule 78B where this has been brought to his attention by whatever means. There is a presumption that these Disciplinary Rules will only be invoked by the Compliance Officer when such action is necessary to prevent harm or the risk of harm, including further harm, occurring to a child or children within Scottish football.
- 2.2 The provisions of Paragraph 8.6.7 of the Protocol apply to cases brought under Disciplinary Rule 78A and/or Disciplinary Rule 78B as they do to other cases. However, the Compliance Officer will have discretion to stay any investigation until the conclusion of any pending criminal, civil or Disciplinary Procedures in relation to the same matter without any prejudice to Paragraph 2.2 of the Protocol.
- 2.3 The Scottish FA and/or its officers may disclose to the relevant authorities any information or documentation ingathered during an investigation into an alleged breach of Disciplinary Rule 78A and/or Disciplinary Rule 78B when, in its sole discretion, it considers the disclosure of such information to be appropriate.

#### **3. Liaison with the Club/Association/League**

- 3.1 In cases where it is alleged that Disciplinary Rule 78A has been breached, the Compliance Officer must notify a member of the Scottish FA Wellbeing and Protection Department within 24 hours of receipt of the complaint.
- 3.2 The Wellbeing and Protection Department shall share the information with the appropriate member Club/Association/League where it has a reasonable belief that the Alleged Party in Breach has involvement with that Club/Association/League. This information must be shared within 24 hours of notification of the alleged breach from the Compliance Officer.

- 3.3 The Club/Association/League must respond to the allegation in line with the "Responding to Concern Procedures" contained with its own Child Wellbeing and Protection in Scottish Football policy. The Club/Association/League must provide written confirmation to the Compliance Officer within 72 hours of the sharing of the information as to what action has been taken and its decision on whether the Alleged Party in Breach has been given a precautionary suspension whilst the investigation is carried out.

#### **4. Appointment of Panel Members**

- 4.1 A person may be appointed as a Panel Member to hear and make determinations in relation to a breach of Disciplinary Rule 78A and/or Disciplinary Rule 78B where he/she has such professional qualifications, competencies and/or experience that the Scottish FA considers him/her, at its sole discretion, to be suitable for appointment as a Panel Member to such a Tribunal.
- 4.2 The Scottish FA shall identify and maintain a group of Panel members with such professional qualifications, competencies and/or experience to be available, where the need arises, to be appointed to hear and make such determinations.
- 4.3 Nothing in this paragraph shall impinge on or limit such Panel Members from being involved in, hearing and making determinations on any other type of case arising under and in terms of the Protocol.

#### **5. Preliminary Hearings**

- 5.1 In the event that there is any objection that the Alleged Party in Breach is subject to the jurisdiction of the Scottish FA and to proceedings for alleged breach of and/or non-compliance with Disciplinary Rule 78A and/or Disciplinary Rule 78B, a Preliminary Hearing will be convened, with the parties and/or their representatives, to deal with and determine upon that objection, in accordance with Paragraph 10.4 of the Protocol.
- 5.2 In the event that the Tribunal determines that the Alleged Party in Breach is subject to the jurisdiction of the Scottish FA and to proceedings for alleged breach of and/or non-compliance with Disciplinary Rule 78A and/or Disciplinary Rule 78B, the proceedings as detailed herein shall proceed. In the event that the Tribunal is satisfied that Alleged Party in Breach is not subject to the jurisdiction of the Scottish FA and to proceedings for alleged breach of and/or non-compliance with Disciplinary Rule 78A and/or Disciplinary Rule 78B, the proceedings shall not proceed.

#### **6. Evidential considerations**

- 6.1 Where it is alleged that Disciplinary Rule 78A and/or Disciplinary Rule 78B has been breached the age of any person specified in the charge shall, unless challenged, be held as admitted.
- 6.2 Where the age of any such person specified in the charge is challenged the Alleged Party in Breach should make a written request for a Preliminary Hearing in terms of Paragraph 10.4 of the Protocol.
- 6.3 The provisions of Paragraph 8.6.8 of the Protocol apply to cases brought under Disciplinary Rule 78A and/or Disciplinary Rule 78B as they do to other cases.

#### **7. Business Meetings**

- 7.1 In all cases where there is an alleged breach of Disciplinary Rule 78A and/or Disciplinary Rule 78B there will be a Business Meeting to be held at least 14 working days before the Principal Hearing.
- 7.2 The purpose of the Business Meeting will be to ascertain, as far as is reasonably practicable, whether the case is likely to proceed on any date assigned as a Hearing date and, in particular,
- whether there are any preliminary matters which should be determined in advance of the Hearing and, if so, the procedure and timetable for such determination;

- the state of preparation of the Compliance Officer and the Alleged Party in Breach with respect to their cases;
  - how many witnesses are to be called to give evidence at the Hearing by the Compliance Officer and the Alleged Party in Breach, and the arrangements for so doing;
  - whether any matters are capable of agreement.
- 7.3 Prior to the Business meeting all parties to proceedings should take reasonable steps to carry out an identification of and take a statement from any witness they intend to call to give evidence at the Hearing.  
Parties must assess and determine whether any witness –
- is likely to be a vulnerable witness, and
  - if so, what special measure or combination of special measures ought to be used for the purpose of taking the person's evidence.
- 7.4 In carrying out the assessment parties should note that –
- As per the terms of Section 18 of the Protocol – witnesses under the age of 16 are automatically entitled to the special measures set out in that provision.
  - Discretionary entitlement may be extended to other witnesses if they are considered to be 'vulnerable witnesses' in terms of Section 19 of the Protocol.
- 7.5 At the Business Meeting the Compliance Officer and the Alleged Party in Breach will require to confirm the following:
- Whether they intend to call any witness who would be a child witness in terms of Section 18 of the Protocol or considered a 'vulnerable witness' in terms of Section 19 of the Protocol
  - If they intend to call a witness who is deemed to be a 'vulnerable witness' in terms of Section 19 of the Protocol, the views expressed by the witness about special measures stated in Paragraph 19.5 of the Protocol.
- 7.6 It is anticipated that any and all practical arrangements requiring to be made for any witnesses requiring special measures will be agreed upon by parties at the Business Meeting.
- 7.7 Any preliminary points raised by parties should be considered and decided upon at the Business Meeting.
- 7.8 Where possible, the Tribunal should advise parties at the Business Meeting of the procedure to be adopted during the proceedings.

## **8. Conduct of Hearings generally**

- 8.1 It should be recognised by all parties that some witnesses may need extra help to enable them to give their evidence. This is more likely to be the case in proceedings relating to alleged breaches of Disciplinary Rule 78A and/or Disciplinary Rule 78B, in view of the nature of the matters likely to be addressed in such cases.
- 8.2 Accordingly, A Tribunal may, at any time, up to and including when a witness is giving evidence at a Hearing, review the arrangements for the taking of any witness' evidence.
- 8.3 Such a review can take place on the application of any party to proceedings, or, when it becomes apparent to the Tribunal that the witness requires further assistance, of its own motion.
- 8.4 The Tribunal may, after giving parties an opportunity to be heard, put in place such further measures it considers, in its sole discretion, to be required by the witness.
- 8.5 In addition to any special measures agreed by parties at the Business Meeting, any witness who is a child witness or is considered to be a vulnerable witness in terms of Section 19 of the Protocol will also be entitled to:
- Regular breaks during the course of their evidence
  - The presumption that where the facts and subject matter spoken to by that witness are pertinent to more than one case and/or Alleged Party in Breach arrangements will be made to allow this witness to give their evidence on only one occasion.

## **9. Reasons**

In view of the nature of cases brought under Disciplinary Rule 78A and/or Disciplinary Rule 78B, the need for transparency and the need for an accurate record to be kept of matters found proved, written reasons for a determination are mandatory. Reference should be made to Paragraph 13.8.8 for the procedure to be followed.

## **10. Confidentiality**

Before any such reasons are made public, they must be anonymised to prevent the disclosure of any particulars which might lead to the identification of any person involved in the proceedings, whether as an alleged victim, witness or otherwise.

## **11. Appeal**

- 11.1 The provisions of Sections 14 and 15 of the Protocol, respectively, apply to cases brought under Disciplinary Rule 78A and/or Disciplinary Rule 78B as they do to other cases.
- 11.2 With reference to Paragraph 15.7 the fact that the Proceedings are brought for a breach of Disciplinary Rule 78A and/or Disciplinary Rule 78B does not, of itself, constitute a ground for treating the case as exceptional.

## **12. Sanction**

- 12.1 In respect of Disciplinary Rule 78A and/or Disciplinary Rule 78B, the sanctions listed in the Scale of Sanctions are mandatory and must be applied without exception.
- 12.2 Furthermore, Paragraphs 11.3.1 and 11.3.2 of Section 11 of the Protocol, do not apply to cases brought under Disciplinary Rule 78A and/or Disciplinary Rule 78B.
- 12.3 The provisions of Chapter 11 of the Protocol shall otherwise apply to cases brought under Rules 78A and 78B as they do to other cases.

## **13. Mandatory Supervision and Monitoring**

- 13.1 Following a Determination by the Tribunal that Disciplinary Rule 78A and/or Disciplinary Rule 78B has been breached by a Party, a Tribunal may give such Directions to the Parties and impose such obligations on the Parties as it considers to be appropriate for the purposes of supervising and monitoring the Party in Breach.
- 13.2 This may include time limits for compliance with such Directions and/or obligations; a time frame over which it is anticipated the Party in Breach will require to continue to comply with the Directions of the Tribunal and be subject to any obligations imposed by the Tribunal; and a direction that the Party in Breach is obliged to appear before the Tribunal at a later date.
- 13.3 Where a Party in Breach fails to comply with any such Direction, the Tribunal may make such Decision or Determination as it considers appropriate in consequence of the non-compliance.
- 13.4 A Tribunal shall have the power to Determine that a Party is in breach of its Direction(s) and may impose such sanction in respect of such breach as is provided in the Disciplinary Rules.





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