ARTICLES OF ASSOCIATION

SC005453

THE COMPANIES ACTS 1862 TO 2006

PRIVATE COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

THE SCOTTISH FOOTBALL ASSOCIATION LIMITED

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

TUESDAY
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SCT 30/06/2015 #597
COMPANIES HOUSE

THE SCOTTISH FOOTBALL ASSOCIATION LIMITED

TABLE OF CONTENTS

Preliminary

Article 1 Interpretation

Article 2 Exclusion of Table C

The Scottish FA and its Membership

Article 3 The Scottish FA

Article 4 Members

Article 5 Obligations and Duties of Members

Article 6 Application and Fees

Article 7 Certificate of Membership

Article 8 Annual Subscription

Article 9 Constitution of Members

Article 10 Official Return

Article 11 Not Used

Article 12 Financial Records

Article 13 Dual Interests in Clubs

Article 14 Prohibition on Transfer of Membership

Article 15 Suspension or Termination of Membership

Article 16 Cessation of Membership

Article 17 Dissolution of the Scottish FA

Clubs, Associations, Leagues, Matches, etc.

Article 18 Formation of Associations, Leagues, etc.

Article 19 Charity Committees, etc.

Article 20 Matches

Article 21 Approval of Matches/Competitions

Article 22 Testimonial Matches

Article 23 Transmission of Matches

Article 24 Not Used

Article 25 Match Finances: Complaints

Article 26 Gambling

Article 27 Misconduct with Intent to Influence Result

Article 28 Responsibility of Clubs/Behaviour of Spectators
Article 29 Programmes, Publicity, etc
Article 30 Playing Shirt Requirements
Article 31 Playing Fields
Article 32 Not Used
Article 33 Participation in a Cup Tie
Article 34 Registration Procedures
Article 35 Club Licensing

General Meetings and Voting

Article 36 Annual General Meeting
Article 37 General Meetings
Article 38 Notice
Article 39 Proposed Amendments to the Articles or the Challenge Cup Competition Rules
Article 40 Representation at General Meetings
Article 41 Annual General Meeting Business
Article 42 Quorum at General Meetings
Article 43 Chairman
Article 44 Adjournment
Article 45 Votes of Members
Article 46 Proxy Voting

The Honorary Office-Bearers and the Office-Bearers

Article 47 The Honorary Office-Bearers and the Office-Bearers
Article 48 Nomination of Candidates as Office-Bearers

The Congress

Article 49 Purpose of the Congress
Article 50 Composition
Article 51 Representation on the Congress
Article 51.1 Scottish Professional Football League Representatives
Article 51.2 League Representatives
Article 51.3 Affiliated National Association Representatives
Article 51.4 Representatives of the Football Family
Article 52 Obligations, Rights and Duties of Congress Members
Article 52.3 Membership Card

Article 53 Quorum of the Congress
Article 54 Chairman of the Congress
Article 55 Voting at Congress Meetings

Term of Office of Honorary Office-Bearers, Office-Bearers and Members of the Congress

Article 56 General
Article 57 Honorary Office-Bearers and Office-Bearers
Article 58 Not Used
Article 59 Members of the Congress
Article 60 Disqualification of Members of the Congress and Directors

The Board

Article 61 Composition of the Board
Article 62 Powers of the Board
Article 63 Committees: General
Article 64 Delegation of Powers by the Board: Specific
Article 64.3 The Professional Game Board
Article 64.4 The Non-Professional Game Board
Article 65 The Judicial Panel
Article 66 Proceedings of the Board
Article 67 Minutes
Article 68 Validity of Acts
Article 69 Secretary

General Provisions Applicable to Honorary Office-Bearers, Office-Bearers, Members of the Congress and Directors

Article 70 Indemnity, etc.
Article 71 Remuneration and Expenses
Article 72 Liberty to Contract

Commercial and Financial

Article 73 Commercial Arrangements
Article 74 Sponsorship
Article 75 Execution and Authentication of Documents
Article 76 Financial Accounts
Article 77 Audit

Players

Article 78 Status
Article 79 Subject to Articles and Rules
Article 80 Prohibition on Approach to Registered Player
Article 81 Reversion of Transfer of Registration Rights
Article 82 International Selection
Article 83 Not Used
Article 84 Registration for Competitions
Article 85 Representatives of Players and Working with Intermediaries

Provisions Applicable to Recognised Football Bodies, Clubs, Players, etc.

Article 86 Communications and Enquiries
Article 87 Acceptance of Awards, etc.

Anti-Doping

Article 88 The Anti-Doping Regulations

Referees

Article 89 Referees
Article 90 Register of Referees
Article 91 Participation as a Player or Representative of a Recognised Football Body
Article 92 Payment to Referees
Article 93 Discussion of Points of Play

Penalties

Article 94 Judicial Panel's Powers
Article 95 Infringement of the Articles
Article 96 Other Sanctions
Article 97 Failure to Pay a Fine
Article 98 Not Used

Resolution of Disputes between Members

Article 99 Arbitration

Notices

Article 100 Notices

PRELIMINARY

1. Interpretation

1.1 In these Articles, unless expressly provided otherwise:-

"the Act"	means the Companies Act 2006;
"Affiliated Association"	means an association which is in full membership of the Scottish FA, other than an Affiliated National Association;
"Affiliated National Association"	means each of the Scottish Amateur Football Association, the Scottish Junior Football Association, the Scottish Schools' Football Association, the Scottish Welfare Football Association, Scottish Women's Football and the Scottish Youth Football Association;
"amateur"	shall have the meaning ascribed to it in Article 78.1;
"Annual General Meeting"	means the annual general meeting of the Scottish FA;
"the Anti-Doping Regulations"	means the Anti-Doping Regulations of the Scottish FA which came into force on 12th December 2006 as such shall be amended by the Board from time to time;
"these Articles"	means these Articles of Association;
"an associated person"	means any body or person who is involved in Association Football in Scotland under the auspices of or pursuant to a contract with a member;
"associate member"	means a club or association which had previously been admitted as an associate member of the Scottish FA;
"Association Football"	means any football played under the jurisdiction of FIFA and in accordance with the Laws of the Game;
"authorised club"	means a club as defined herein and any other football club in membership of a National Association;
"the Board"	means the board of directors of the Scottish FA, which shall comprise all of the Directors from time to time, as constituted in accordance with these Articles;
"Board Protocols"	means the protocols promulgated by the Board from time to time in

	relation to the operation of the Board, the Professional Game Board, the Non-Professional Game Board, the Congress, the Committees and sub-committees;
"Category"	means (i) female or male gender; (ii) colour, race, nationality (including citizenship), language or ethnic or national origin; (iii) membership of a religious group or of a social or cultural group with any perceived religious affiliation; (iv) sexual orientation; (v) transgender identity (being any one or more of transvestism, transsexualism, inter-sexuality or change of gender); and (vi) disability (being a physical or mental impairment of any kind);
"the Challenge Cup Competition"	means "The Scottish Cup";
"the Challenge Cup Competition Rules"	means the rules laid down by the Scottish FA governing the conduct of the Challenge Cup Competition;
"Chief Executive"	means, subject to Article 69, the Secretary of the Scottish FA from time to time;
"club"	means a football club playing Association Football in accordance with the provisions set out in Article 6 and, except where the context otherwise requires, includes the owner and operator of such club;
"Club Licence"	means the licence secured and maintained by the clubs in membership of the Scottish FA, an Affiliated Association or an Affiliated National Association upon compliance with the Club Licensing Procedures;
"Club Licensing"	means the process by which clubs in membership of the Scottish FA, an Affiliated Association or an Affiliated National Association satisfy the Club Licensing Procedures and secure and maintain a Club Licence;
"Club Licensing Procedures"	means the procedures and criteria promulgated by the Board and/or UEFA (as appropriate), respectively, from time to time in connection with Club Licensing of the clubs in membership of the Scottish FA, an Affiliated Association or an Affiliated National Association;
"Code of Conduct"	means the code of conduct for members of the Congress as promulgated by the Board from time to time;

"Committee"	means a committee of the whole Board or a committee consisting of Directors, members of the Congress and co-opted persons, in each case formed in terms of Article 63;
"communications"	shall have the meaning ascribed to it in the Electronic Communications Act 2000;
"Control"	means the power of a person(s) to secure that the affairs of a club are conducted in accordance with the wishes of that person(s): (i) by means of the holding of shares, or the possession of voting power, in or in relation to that club, directly or indirectly; or (ii) by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating that club, and "a Change of Control" occurs if a person who controls any club ceases to do so or if another person(s) acquires control of it;
"co-opted person"	means a person who is neither a Director nor a member of the Congress appointed as a member of a Committee or a sub-committee under the terms of Article 63;
"the Congress"	means the Congress of the Scottish FA for the time being and from time to time as constituted in accordance with these Articles;
"Court of Arbitration for Sport"	means the Court of Arbitration for Sport created by the International Court of Arbitration for Sport, whose arbitration procedure shall be available to members, players and referees where specifically provided for in these Articles;
"the Directors"	means the directors of the Scottish FA from time to time, who shall each be a member of the Board as constituted by these Articles;
"Disciplinary Procedures"	means the disciplinary procedures of the Scottish FA to deal with incidents and/or acts of misconduct occurring at or in the environs of or associated with a match forming part of the Judicial Panel Protocol;
"Disclosure"	means a certificate disclosing criminal history and other relevant information issued by Disclosure Scotland;
"Disclosure Scotland"	means the executive agency of the Scottish Government which discharges Scottish Ministers' functions under Part V of the Police Act 1997 and the Protection of Vulnerable Groups (Scotland) Act 2007 for the purpose of issuing certificates disclosing criminal

	history and other relevant information to organisations and any successor or replacement bodies therefor;
"Disorderly Conduct"	means (i) conduct which stirs up or sustains or is likely or designed to stir up or sustain, hatred or ill will against or towards a group of persons based on their membership or presumed membership of a group defined by reference to a Category or against an individual who is or is presumed to be, by the person or persons engaged in the Conduct, to be a member of such group; (ii) using threatening, abusive, or insulting words or conduct; (iii) displaying any writing or other thing which is threatening, abusive or insulting; or (iv) using words or conduct or displaying any writing or other thing which indicates support for, or affiliation to, or celebration of, or opposition to an organisation or group proscribed in terms of the Terrorism Act 2000 and any successive or replacement legislation thereto;
"the East of Scotland Football League"	means the unincorporated association of football clubs called The East of Scotland Football League;
"electronic communications"	shall have the meaning ascribed to it in the Electronic Communications Act 2000;
"FIFA"	means Federation of International Football Associations;
"FIFA Intermediary Regulations"	means the FIFA Regulations on Working with Intermediaries, as may be amended from time to time;
"the first meeting"	shall have the meaning ascribed to it in Article 66.6;
"Football Family"	means PFA Scotland, Managers & Coaches Association, Scottish Senior Football Referees' Association, Sportscotland, and such relevant respective collectives of the media and/or supporters in Scotland as are agreed by the Board from time to time;
"full member"	means a club or association which is a full member of the Scottish FA and the expression "**full membership**" shall be construed accordingly;
"general meeting"	means a general meeting of the Scottish FA;
"General Meeting"	means a general meeting of the Scottish FA other than an Annual General Meeting;
"Honorary Office-	means an Honorary Vice-President;

Bearer"	
"Honorary Vice-President"	means an Honorary Vice-President of the Scottish FA appointed in terms of Article 57;
"IFAB"	means the International Football Association Board;
"Independent Non-Executive Directors"	means those Directors who are not also Office-Bearers, the Chief Executive or a member of the Professional Game Board or the Non-Professional Game Board;
"Independent Scrutineers"	means the 3 individuals appointed by the Board to review any proposed amendments by the Board to the Judicial Panel Protocol who will be independent of the Scottish FA and the members and will have appropriate professional experience and background to discharge the role of scrutineer;
"insolvency event"	means circumstances where a member suspends, or threatens to suspend payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; the convening of a meeting for the purpose of considering a resolution for the winding up of a member; the appointment of any provisional liquidator to a member; the liquidation of a member (other than for the purposes of a bona fide solvent reconstruction); the making of an administration order or an order by the court appointing an interim manager or manager or the court making an order in terms of paragraph 13(3)(b) of Schedule B1 of the Insolvency Act 1986 in relation to a member; the appointment of an administrator by the directors or by a qualifying charge holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986) of a member; the appointment of a receiver (including without limitation an administrative receiver) in respect of the whole or any part of the property, assets and/or undertaking of a member; the appointment by a court of a judicial factor, receiver or manager in respect of a member; the entering into by a member of a voluntary arrangement with its creditors; circumstances where a creditor or encumbrancer of a member attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any significant or material part of such member's assets, and such attachment or process is not discharged within 14 days; or any proceedings or step is taken or any court order in any jurisdiction made which has the same or substantially similar effect to any of the foregoing;

"insolvency practitioner"	means a person qualified to act as an insolvency practitioner in terms of Part XIII of the Insolvency Act 1986;
"Intermediary"	means any person or persons who carries out or seeks to carry out an Intermediary Activity and has completed the relevant Intermediary Declaration Form;
"Intermediary Activity"	shall have the meaning ascribed to it in Annex I of the Intermediary Regulations;
"Intermediary Declaration Form"	means the form prescribed by the Board from time to time to be completed by the Intermediary;
"Intermediary Regulations"	means the Scottish FA Working with Intermediaries Regulations which came into force on 1st April 2015 as such shall be amended by the Board from time to time;
"International Match Calendar"	means the calendar of fixed dates, approved by FIFA, for the playing of matches by national teams of confederations of FIFA and of member associations;
"Judicial Panel"	means the body with that name formed by the Board in terms of Article 65;
"Judicial Panel Protocol"	means the protocol relating to the operation of the Judicial Panel promulgated by the Board from time to time in accordance with Article 65 which will incorporate the Disciplinary Procedures and will also set out disciplinary rules;
"Laws of the Game"	means the laws of the game of Association Football promulgated and amended by IFAB from time to time;
"the Licensing Committee"	means the Committee established by the Board pursuant to the Board Protocols to discharge the remit set out in the Board Protocols;
"List of Referees"	means the list of referees, as defined by the Referee Committee, from which appointments will be made to matches involving clubs in full membership of the Scottish FA;
"match official"	means a referee and/or an assistant referee and/or a 4th official and/or an additional assistant referee and/or a referee observer; a referee who is a member of the Registration Scheme for Referees shall be deemed a "match official" for the purposes of these Articles and the Judicial Panel Protocol;

"member"	means a full member and/or a registered member of the Scottish FA, and the expression "**membership**" shall be construed accordingly;
"members of the Congress"	means the Office Bearers and the ordinary members of the Congress (including the Directors);
"Membership Criteria"	means the criteria promulgated by the Board from time to time in connection with qualifying for full membership of the Scottish FA in terms of Article 6;
"Memorandum"	means the memorandum of association of the Scottish FA;
"National Association"	means a national association in membership of FIFA;
"Non-Professional Game Board"	means the body with that name formed in terms of Article 64;
"Notice to Refer"	shall have the meaning ascribed to it in Article 99.16;
"Office"	means the registered office of the Scottish FA for the time being;
"Office-Bearers"	means the President and the Vice-President;
"official"	means any shareholder controlling, directly or indirectly, more than 50 per cent of the voting rights attached to the shares (if any) in a club or recognised football body or any person having a function or duty or position involving authority or trust within a club or recognised football body, including any such person who is able to exercise control over the majority of the board of any such club or recognised football body (whether or not such person is himself intimated to the Registrar of Companies as holding the office of director), all of whom should be included on the Official Return of a club or recognised football body;
"official match"	means, solely for the purposes of the Registration Procedures, a competitive match involving a club's first team;
"Official Return"	means the annual return of particulars submitted by full members using the form prescribed by the Board from time to time, together with all changes from time to time to such return as are permitted by the Board, all as set out in Article 10;
"ordinary member of Congress"	means a member of the Congress other than the Office-Bearers, appointed in terms of Article 51;

"the Parties"	shall have the meaning ascribed to it in Article 99.19;
"play"	means to engage in a match or game in which the number of players in each team is more than 5, other than Futsal, at which a charge for admission is made or collection is taken or money raised in any form, or to engage in any competition or competitive match in which the number of players in each team is more than 5;
"player"	means a player participating in Association Football under the jurisdiction of the Scottish FA;
"President"	means the President of the Scottish FA elected in terms of Articles 56 and 57;
"professional"	shall have the meaning ascribed to it in Article 78.1, except that in the context of a league it shall mean that the clubs in such league are deemed by the Board as professional under the Club Licensing Procedures and any league that is not professional shall be **"non-professional"**;
"Professional Game Board"	means the body with that name formed in terms of Article 64;
"Prohibited Method"	shall have the meaning ascribed to it in the Anti-Doping Regulations;
"Prohibited Substance"	shall have the meaning ascribed to it in the Anti-Doping Regulations;
"Proxy Notice"	means a notice in writing containing the information set out in Article 46.2;
"recognised football body"	means an Affiliated Association, an Affiliated National Association or an association, league or other combination of clubs, players, officials or referees formed with the consent of the Scottish FA in terms of Article 18, or such bodies or persons as may be formed with the consent of an Affiliated National Association in terms of Article 18;
"referee"	means a referee who is a member of the Registration Scheme for Referees; any reference to referee shall include match official;
"Referee Committee"	means the Committee under that title formed in terms of Article 63 to supervise the refereeing aspects of the game;

"Referees' Association"	means an association of referees, formed with the consent of the Scottish FA in terms of Article 18;
"the Referring Party"	shall have the meaning ascribed to it in Article 99.16;
"registered ground"	means the sports ground of which the full member has sole use, or shared use, approved by the Scottish FA, and such member must be in a position to establish security of tenure for the ground and to play matches as and whenever required, all as notified to the Scottish FA in the Official Return;
"registered member"	means a club or association which has been admitted as a registered member of the Scottish FA in accordance with the provisions of Article 6.2 and the expression **"registered membership"** shall be construed accordingly;
"Register of Competitions"	means the list of approved leagues and competitions which is compiled annually in accordance with Article 18.4;
"Registration Procedures"	means the procedures promulgated by the Board from time to time in connection with the registration of players and also the licensing of Team Scouts;
"Registration Scheme for Referees"	means the register maintained by the Scottish FA of all qualified and registered referees in membership of a Referees' Association who participate in Association Football under the jurisdiction of the Scottish FA;
"religious group"	means a group of persons defined by reference to their religious belief or lack of religious belief, membership of or adherence to a church or religious organisation, support for the culture and traditions of a church or religious organisation and/or participation in activities associated with such a culture or such traditions;
"representatives of the Football Family"	means those individuals nominated to represent each member of the Football Family in the Congress;
"the Respondents"	shall have the meaning ascribed to it in Article 99.19;
"the Scottish FA"	means The Scottish Football Association Limited (Company Number SC005453) whose registered office is at Hampden Park, Glasgow G42 9AY;
"the Scottish Highland Football League"	means the unincorporated association of football clubs called The Scottish Highland Football League;

"the Scottish Lowland Football League"	means the unincorporated association of football clubs called The Scottish Lowland Football League;
"the Scottish Professional Football League"	means the combination of association football clubs known as The Scottish Professional Football League, operating under and administered and managed by The Scottish Professional Football League Limited, a company incorporated under the Companies Act 1985 (Registered No. 175364) and having its Registered Office at Hampden Park, Glasgow G42 9DE, and any successor thereto from time to time; where the context admits, references in these Articles to the Scottish Professional Football League shall be deemed to include The Scottish Professional Football League Limited;
"Season"	means the period from the day of the Annual General Meeting in one year through to the day prior to the next Annual General Meeting;
"the South of Scotland Football League"	means the unincorporated association of football clubs called The South of Scotland Football League;
"Secretary"	means the Secretary of the Scottish FA appointed by the Board in accordance with Article 69 and shall include, subject to the provisions of the Act, an assistant or deputy Secretary appointed in terms of Article 69;
"the Secretary's Notice"	shall have the meaning ascribed to it in Article 99.19;
"supporter"	means an individual who follows or purports to follow a club;
"Team Official"	means the manager, assistant manager, or first team coach (or equivalent as applicable) of a club;
"Team Official/Team Staff Form"	means the form as prescribed by the Board from time to time to be submitted by the club giving details of the Team Official and/or member of Team Staff, as the case may be, in accordance with Articles 5.3 and 10;
"Team Scout"	means a person employed or acting on behalf of a club, holding a licence issued by the Scottish FA, who undertakes scouting activities for and on behalf of such club;
"Team Scout Form"	means the form as prescribed by the Board from time to time to be submitted by the member giving details of its Team Scout(s) in accordance with Articles 5.4 and 10;
"Team Staff"	means those individuals, other than players, authorised to represent a club within the technical area at any match (including the Team

	Officials);
"the Tribunal"	shall have the meaning ascribed to it in Article 99.19;
"the Tribunal Candidate List"	shall have the meaning ascribed to it in Article 99.18;
"the Tribunal Chairman"	shall have the meaning ascribed to it in Article 99.19;
"UEFA"	means Union of European Football Associations;
"Unacceptable Conduct"	means Violent Conduct and/or Disorderly Conduct as the context so requires;
"Vice-President"	means the Vice-President of the Scottish FA elected in terms of Articles 56 and 57;
"Violent Conduct"	means conduct where there is (i) actual, attempted or threatened physical violence against a person or persons; or (ii) intentional damage to property; and
"working day"	means a day (other than a Saturday or Sunday) on which banks are open for normal banking business in Scotland.

1.2 In these Articles, unless expressly provided otherwise:-

(a) words and expressions which have particular meanings in the Act shall have the same meanings in these Articles;

(b) a reference to any statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, including any subordinate legislation from time to time made under it and any amendment or re-enactment, and includes any statue, statutory provision or subordinate legislation which it amends or re-enacts;

(c) words importing the singular only shall include the plural and vice versa;

(d) words importing any gender shall include all genders;

(e) words importing natural persons shall include corporations;

(f) references to an "**Article**" are to the relevant article of these Articles;

(g) references to "**printed forms**", "**forms**" or "**in writing**" include the use of appropriate electronic media; and

(h) any phrase introduced by the terms "**including**", "**includes**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.3 The headings in these Articles are inserted for convenience only and shall not affect the

construction of these Articles.

2. Exclusion of Table C

2.1 The regulations contained in Table C in The Companies (Tables A to F) Regulations 1985 (as amended by The Companies (Tables A to F) (Amendment) Regulations 1985) and in any Table C applicable to the Scottish FA under any former enactment relating to companies shall not apply to the Scottish FA.

2.2 For the avoidance of doubt, the model articles for private companies limited by guarantee contained in Schedule 2 to The Companies (Model Articles) Regulations 2008 shall not apply to the Scottish FA.

THE SCOTTISH FA AND ITS MEMBERSHIP

3. The Scottish FA

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

(a) observe the principles of loyalty, integrity and sportsmanship in accordance with the principles of fair play;

(b) comply with the statutes, regulations, directives, codes and decisions and the International Match Calendar of FIFA, UEFA and the Court of Arbitration for Sport, and the Laws of the Game;

(c) recognise and submit to the jurisdiction of the Court of Arbitration for Sport as specified in the relevant provisions of the FIFA Statutes and the UEFA Statutes;

(d) use its best endeavours, to the extent legally permissible, to procure that in the final instance any dispute arising under these Articles (and which is referred to it) is determined by arbitration pursuant to Article 99; and

(e) use its best endeavours to ensure that the leagues, clubs, players, officials, matches and Intermediary under its jurisdiction (through their statutes, licences, regulations or any other written document) acknowledge and accept all the above mentioned obligations and agree to be bound by and observe these Articles.

4. Members

4.1 The aggregate number of full members of the Scottish FA shall be restricted to 200 and the Board may from time to time register an increase of such members within that limit.

4.2 Members shall be of two classes:- full members and registered members.

4.3 Notwithstanding anything contained in or implied by these Articles, the Affiliated National Associations shall be deemed to be full members of the Scottish FA.

4.4 Members cannot become members of any other National Association without the express authority of the Scottish FA, the prospective National Association and FIFA. For the avoidance of doubt, the express authority of the Scottish FA for the acceptance of membership in any other National Association can be granted only by the adoption of a special resolution to that effect by the members in a general meeting. Such general meeting, as aforesaid, to be arranged by the Board no later than three months before the notice of the member's intention to resign, retire from

membership or cease for whatever reason being a member of the Scottish FA becomes effective. The Board shall have no power to grant such express authority on behalf of the Scottish FA, although it will have the power to issue recommendations in respect of any application made by any member pursuant to this Article 4.4.

4.5 From the commencement of Season 2016/17, in order to retain their full membership of the Scottish FA, members, which do not have a Club Licence, are required to secure such a Club Licence and those members which have a Club Licence, are required to retain their Club Licence throughout their entire period of membership. Failure to so secure and thereafter retain the Club Licence shall be a cause for the Judicial Panel to consider the status of such member's membership of the Scottish FA in accordance with the terms of Article 15.

5. Obligations and Duties of Members

5.1 All members shall:-

(a) observe the principles of loyalty, integrity and sportsmanship in accordance with the rules of fair play;

(b) be subject to and shall comply with:-
- (i) these Articles;
- (ii) the Judicial Panel Protocol;
- (iii) the Challenge Cup Competition Rules;
- (iv) the Registration Procedures;
- (v) International Match Calendar;
- (vi) Club Licensing Procedures; and
- (vii) any statutes, regulations, directives, codes, decisions promulgated by the Board, the Professional Game Board, the Non-Professional Game Board, the Judicial Panel, a Committee or sub-committee, FIFA, UEFA or the Court of Arbitration for Sport;

(c) recognise and submit to the jurisdiction of the Court of Arbitration for Sport as specified in the relevant provisions of the FIFA Statutes and the UEFA Statutes;

(d) respect the Laws of the Game;

(e) refrain from engaging in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010; and

(f) behave towards the Scottish FA and other members with the utmost good faith.

5.2 Each member shall procure that its officials, its Team Officials and its players, and shall use its best endeavours to procure that its Team Staff, its employees, its Team Scout(s) (other than its officials, its Team Officials or players):-

(a) observe the principles of loyalty, integrity and sportsmanship in accordance with the rules of fair play;

(b) observe, submit to and comply with these Articles and the statutes, regulations;

(c) be subject to and shall comply with:-

- (i) these Articles;
- (ii) the Judicial Panel Protocol;
- (iii) the Challenge Cup Competition Rules;

(iv) the Registration Procedures;
(v) International Match Calendar;
(vi) Club Licensing Procedures; and
(vii) any statutes, regulations, directives, codes, decisions promulgated by the Board, the Professional Game Board, the Non-Professional Game Board, the Judicial Panel, a Committee or sub-committee, FIFA, UEFA or the Court of Arbitration for Sport;

(d) recognise and submit to the jurisdiction of the Court of Arbitration for Sport as specified in the provisions of the FIFA Statutes and the UEFA Statutes;

(e) observe the Laws of the Game; and

(f) refrain from engaging in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010.

5.3 Each member shall procure that each of its Team Officials, and/or each member of Team Staff, as the case may be, completes, signs and submits to the Scottish FA the Team Official/Team Staff Form prior to taking up his post. Until a completed Team Official/Team Staff Form has been submitted to the Scottish FA, the Team Official, and/or each member of Team Staff, as the case may be, in question will not be eligible to gain access to the technical area at any match involving the club by which he has been appointed.

5.4 Each member shall procure that each of its Team Scouts completes, signs and submits to the Scottish FA the Team Scout Form prior to the taking up of his post.

5.5 Each member shall ensure that it advises its officials, Team Officials, its Team Staff, Team Scout and its employees of all amendments to the Articles from time to time.

5.6 Each member hereby authorises the Scottish FA to communicate, engage and be the recipient of information, as the Scottish FA deems appropriate, with such governmental agencies (including but not limited to HM Revenue and Customs) in respect of the financial affairs and operations of such member, subject to a duty of confidentiality to the member.

6. Application and Fees

6.1 Clubs or associations undertaking to promote Association Football according to the Laws of the Game and these Articles and other rules of the Scottish FA may be admitted as registered members or full members, subject to the provisions of Articles 6.2 to 6.7 (both inclusive).

6.2 A club or association shall be admitted as a registered member automatically by reason of its being admitted as a member of an Affiliated Association or an Affiliated National Association, or in the case of a club through membership of or participation in an association, league or other combination of clubs formed in terms of Article 18 and in the case of an association by being formed in terms of Article 18, provided it is not already a full member. A registered member shall not be a member of more than one Affiliated Association or more than one Affiliated National Association. A registered member may apply at any time to become a full member.

6.3 A club or association desiring to qualify for full membership of the Scottish FA must meet, and commit to continuous compliance with, the Membership Criteria and amendments thereto as shall be promulgated by the Board from time to time in connection with the membership of the Scottish FA. No application for full membership of the Scottish FA shall be granted by the Board unless the Licensing Committee confirms to the Board that the applicant, if it is a club, has satisfied the minimum criteria as prescribed within the Club Licensing Procedures.

6.4 Applicants for full membership shall use such printed forms as shall from time to time be prescribed by the Board. Applications for full membership shall be lodged with the Secretary and must be accompanied by a copy of the applicant's constitution or rules and any other information concerning the applicant which the Board may require, together with a remittance for the amount of the entrance fee. The entrance fee for full membership shall be £2,000.

6.5 A club or association accepted as a full member shall thereafter receive from the Secretary a copy of the Memorandum and these Articles, and such other rules and regulations of the Scottish FA as the Board may from time to time direct. These publications, in particular the Memorandum and these Articles, shall be placed in a convenient place so that any official, Team Official or player of such full member, on application, may have access thereto.

6.6 All applications for full membership shall be considered and decided by the Board and the Board's decision on the matter shall be final.

6.7 The constitutions of all Affiliated Associations, Affiliated National Associations and associations, leagues or other combinations of clubs formed in terms of Article 18 shall include a provision to the effect that membership of such body confers registered membership of the Scottish FA.

6.8 **Not Used**

6.9 Only those clubs in full membership of the Scottish FA are permitted to participate in professional leagues.

7. Certificate of Membership

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

8. Annual Subscription

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

9. Constitution of Members

Any change or changes in the constitution or in the rules of a full member or of a recognised football body shall become operative only if it is/they are submitted to the Secretary in writing by electronic communication or by recorded delivery letter and have been approved by the Board.

10. Official Return

10.1 Each full member shall lodge with the Secretary not later than 1st June in each year the Official Return and shall notify in writing without delay any subsequent changes to the details contained in such Official Return to the Secretary. Each full member will procure that the relevant office-bearer, secretary, director or member of the board of management or committee of such member will personally confirm to the Scottish FA, utilising the form prescribed by the Board, that:-

(a) he has been furnished with a copy of these Articles and that, having read in particular this Article 10 and Article 13, the information supplied by him using the prescribed form is complete, true and accurate; and

(b) he is a fit and proper person to hold such position within Association Football.

At the time of lodging the Official Return, as aforesaid, the member shall, without prejudice to its obligations under Article 10.3, disclose to the Scottish FA (i) any proposed changes to the details of any person listed on the Official Return, (ii) the appointment of any person, since the date of the last Official Return, who is required to be listed on the Official Return and (iii) any other matter relating to any person listed on the Official Return which the member (acting reasonably) believes may be relevant to the Board in determining whether such person is fit and proper to hold a position in Association Football.

10.2 The Official Return shall include details of all officials, office-bearers, secretary, directors or members of the board of management or committee of such member, Team Officials, with their full designation, profession, business or occupation and full service address, and also, subject to and in accordance with the provisions of Article 13, full details of the interest of such member or any official, office-bearer, secretary, director or member of the board of management or committee of such member and of its or his associates (as defined in Article 13.5) in any other member. The Board must be satisfied that any such person is fit and proper to hold such position within Association Football. The Board hereby reserves its discretion as to whether or not such a person is fit and proper, as aforesaid, after due consideration of all relevant facts which the Board has in its possession and knowledge, including the undernoted list which is acknowledged to be illustrative and not exhaustive:-

(a) he is bankrupt or has made any arrangement or composition with his creditors generally;

(b) he is under or is pending suspension imposed or confirmed by the Scottish FA;

(c) he is listed in the Official Return of another club in full membership;

(d) he is currently participating as a player of another member club or referee in Association Football;

(e) he is the subject of an endorsed Disclosure from Disclosure Scotland;

(f) he has been disqualified as a director pursuant to a disqualification order granted under the Company Directors' Disqualification Act 1986 within the previous five years or was serving a disqualification as a director pursuant to such Act at any time within the previous five years;

(g) he has been convicted within the last 10 years of (i) an offence liable to imprisonment of two years or over, (ii) corruption or (iii) fraud;

(h) he has been suspended or expelled by a National Association from involvement in the administration of a club;

(i) he has been a director of a club in membership of any National Association within the 5-year period preceding such club having undergone an insolvency event;

(j) he is currently under or is pending suspension imposed by or confirmed by the Scottish FA in accordance with the Anti-Doping Regulations.

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

amendments thereto shall display prominently a notice to this effect.

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

10.4 All members shall ensure that all persons required to be specified on the Official Return, in accordance with this Article 10, are so specified on the Official Return and any variations thereto. All appointments must be intimated to the Scottish FA by means of the relevant form as prescribed by the Board from time to time, not being the Official Return.

10.5 A recognised football body which is entitled to nominate a representative to the Congress in terms of Article 51 shall similarly lodge with the Secretary not later than 1st June in each year the Official Return as provided in this Article 10. A recognised football body shall comply with the terms of Articles 10.3, 10.4 and 10.6.

10.6 In accordance with Article 5, members shall give full effect to all decisions of the Board in respect of the Board's determinations pursuant to this Article 10, subject to all rights of appeal by the relevant office-bearer, secretary, director, or member of the board of management or Team Staff of such member having been waived or exhausted.

10.7 Each club in full membership shall in its Official Return 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. 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. No club in registered membership shall adopt in whole or in part the name of a club in full membership without the prior written consent of the Board.

10.8 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 Board is not satisfied that any such person(s) is or are fit and proper to hold a position within Association Football and determines that the 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 these Articles and the Judicial Panel will have jurisdiction to deal with any such breach and to impose sanctions in relation to it as prescribed within the Judicial Panel Protocol.

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

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

11. Not used

12. Financial Records

12.1 All clubs and recognised football bodies shall keep and maintain for a minimum period of 5 years detailed financial books and records in connection with their trading activities, including details of the ground and stand admissions, members tickets, turnstile arrangements and all other related activities.

12.2 The Board may arrange for an inspection of, and may require the relevant club or recognised football body to provide copies of, all such books, records and details for any purpose, including but not limited to Club Licensing. Such inspection may be conducted by the Board, or by such authorised employees of the Scottish FA, the Scottish FA's auditors or other professional advisers duly appointed by the Board on giving to any club or recognised football body reasonable notice of its intention to do so.

12.3 All payments, benefits or consideration of any description which are to be made to a player by or on behalf of a club in respect of or in connection with that player's playing or training activities for the said club (other than re-imbursement of expenses actually incurred) must be fully recorded within a written agreement between the club and the player which must be submitted to the Scottish FA.

13. Dual Interests in Clubs

13.1 Except with the prior written consent of the Board:-

(a) no club or nominee of a club; and

(b) no person, whether absolutely or as a trustee, either alone or in conjunction with one or more associates or solely through an associate or associates (even where such person has no formal interest), who:-

(i) is a member of a club; or
(ii) is involved in any capacity whatsoever in the management or administration of a club; or
(iii) has any power whatsoever to influence the management or administration of a club,

may at the same time either directly or indirectly:-

(a) be a member of another club; or

(b) be involved in any capacity whatsoever in the management or administration of another club; or

(c) have any power whatsoever to influence the management or administration of another club.

13.2 Except with the prior written consent of the Board, any person who (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. If this would require the relevant person to transfer his shares in the first club, the Scottish FA must be reasonably satisfied that the share transfer has been completed and that the shares have not been transferred to an associate. The criteria for assessing whether the position is satisfactory or not shall include provision to the Scottish FA of (a) a certified true copy of the register of members of the first club showing that the relevant person is no longer a member and that the shares have not been transferred to a person who is an associate and (b) a certificate from the secretary of the first club confirming that the procedures applied in the transfer of the shares by the person to whom this Article 13.2 applies complies with such club's constitution in all respects.

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

13.3 Without prejudice to the foregoing, (i) any club or nominee of a club and (ii) 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. This Article 13.3 is not to be construed as excluding from the ambit of Article 13.1 any holding by a club or a person to whom such Article applies of shares equal to or less than 3% of the issued share capital of another club or the holding company of such club.

13.4 The Scottish FA is authorised to request full disclosure of the identity of all of the shareholders of a member and details of all beneficial interests represented by any such shareholder and all members and other relevant persons under the jurisdiction of the Scottish FA will be required to meet all such requests without delay. Failure to do so will constitute a breach of these Articles and the Judicial Panel will have jurisdiction to deal with any such breach and to impose sanctions in relation to it.

13.5 For the purposes of this Article 13:-

(a) "**club**" means any club in membership of the Scottish FA and any club in membership of an association in membership of UEFA;

(b) "**person**" includes any body corporate and a partnership;

(c) "**associate**" means:-

(i) if the person referred to is an individual, (1) a close relative of that individual, including that individual's spouse, common law spouse, civil partner, parent, step parent, child, stepchild, uncle, aunt, nephew or niece, or a child or stepchild of such parent or spouse, common law spouse or civil partner or anyone else of a close relationship to that individual who in the opinion of the Board is or is likely to be acting in conjunction with that individual, (2) any company of which that individual or a close relative of such individual is a director or over which that

individual or a close relative of such individual is able to exercise control or influence, and (3) any individual who is an employee or partner of that individual or a close relative of any such employee or partner; and

(ii) if the person referred to or any associate of that person is a body corporate, (1) any other body corporate associated with it either through the holding of shares in it or by reason of control by contract or other form of agreement, (2) any director or employee of that body corporate or other associated body corporate or any close relative of any such director or employee, and (3) where any person has an agreement or arrangement, whether legally binding or not, with any other person in relation to the exercise of his voting power in a club or in relation to the holding or disposal of his interest in such club, that other person; and

(d) "**member**" means involvement directly or indirectly (and whether as principal, trustee, nominee, beneficiary or in any other capacity) in a club as a shareholder, holder of options over any share, holder of convertible loans or securities or any like instrument, member of a company limited by guarantee, the holder of an interest in any unincorporated voluntary association, or as possessor of any other right of ownership or control in relation to a club.

13.6 In considering whether to give any such consent as may be required by this Article 13, the Board shall have regard to the need to promote and safeguard the interests and public profile of Association Football, its players, spectators and others concerned with the game and shall have regard also to these Articles, the rules and regulations of the Scottish FA and to the constitution and rules of those bodies of which the Scottish FA is in membership and, accordingly, any such consent shall be subject to such conditions as the Board shall consider appropriate in all the circumstances.

14. Prohibition on Transfer of Membership

14.1 It is not permissible for a member to transfer directly or indirectly its membership of the Scottish FA to another member or to any other entity, and any such transfer or attempt to effect such a transfer is prohibited, save as otherwise provided in this Article 14. Any member desirous of transferring its membership to another entity within its own administrative group for the purpose of internal solvent reconstruction must apply to the Board for permission to effect such transfer, such consent not to be unreasonably withheld or delayed. Any other application for transfer of membership will be reviewed by the Board, which will have complete discretion to reject or to grant such application on such terms and conditions as the Board may think fit.

14.2 Any member which is in breach of the provisions of Article 14.1 shall, if required, indemnify the Scottish FA, its players, the relevant recognised football body and its members against all losses, damages, liabilities, costs or expenses suffered or incurred by the Scottish FA, its players, the relevant recognised football body and its members which result directly or indirectly from such breach, including any loss of income or profits from any undertaking, commercial liaison, sponsorship, or arrangement entered into by the Scottish FA, its players, the relevant recognised football body or by any of its members.

15. Suspension or Termination of Membership

15.1 Subject to Article 15.3 full membership may be suspended or terminated by the Judicial Panel.

15.2 Registered membership shall be terminated automatically on the termination of the registered member's membership of or participation in an Affiliated Association or an Affiliated National Association or any other recognised football body.

15.3 In respect of a Determination by a tribunal appointed from the Judicial Panel of the sanctions of

suspension or termination of full membership, subject to the provisions set out below, all members will have the right to request a further appeal (following Determination by an Appellate Tribunal in terms of the Judicial Panel Protocol) against any such Determination to a freshly constituted Appellate Tribunal (a "Second Appellate Tribunal").

(a) A request for further appeal shall be restricted to the following four grounds:- that the Appellate Tribunal constituted under the Judicial Panel Protocol (the "First Appellate Tribunal") (1) failed to give the member a fair hearing, (2) acted outwith its powers, (3) issued a Determination which it could not properly have issued on the facts of the case, or (4) made a determination of sanctions which were excessive or inappropriate.

(b) A member may, not less than three working days after the date on which the Determination of the First Appellate Tribunal was communicated or delivered to the member, request that First Appellate Tribunal issue reasons in respect of its Determination that the sanctions of suspension or termination of full membership be imposed.

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

(d) The Request, and any submission to a Second Appellate Tribunal, shall only refer the question of the sanction of suspension or termination of full membership and any other sanction(s) imposed by the First Appellate Tribunal or by a preceding first instance tribunal shall not be reviewed by the Second Appellate Tribunal and shall remain effective.

(e) Upon receipt of a Request, the Secretary shall submit such request to the Board. The Board shall decide, in its sole discretion, whether to give leave for a further appeal in terms of this Article 15.3. The Board shall generally deliver its decision within 14 days following its receipt of the Request.

(f) A Second Appellate Tribunal shall proceed in accordance with the same provisions of the Judicial Panel Protocol which apply to an Appellate Tribunal, save that the Request shall be deemed to be the Notice of Appeal in terms of Paragraph 15.2.1 and the Deposit shall be paid within 7 days of the date of the Board's letter giving leave for the second appeal. A member shall forfeit its right to further appeal if such member fails to pay the Deposit timeously.

(g) For the avoidance of doubt, there shall be no further appeal from the Determination of a Second Appellate Tribunal. The Determination of a Second Appellate Tribunal will be final and binding.

16. Cessation of Membership

16.1 Except with the prior written consent of the Board, subject to the terms of Article 4.4 and further on such terms as specified by the Board, no full member shall resign, retire or cease for whatever reason to be a member of the Scottish FA unless it shall have given a minimum of 2 full seasons' prior written notice of its intention to do so and such member does not owe any money to the Scottish FA or to any other member, or player or recognised football body on the expiry of such notice. The prior written notice required from the member, as aforesaid, shall be irrevocable. In the

event that subsequent to providing such written notice the member intimates a desire not to resign, retire or cease for whatever reason to be a member of the Scottish FA, the written notice shall nonetheless remain extant and if the member wishes to continue in membership of the Scottish FA, it shall be required to apply for membership of the Scottish FA in accordance with Article 6.

16.2 Any full member which is in breach of the provisions of Article 16.1 shall, if required, indemnify the Scottish FA and its members, players and recognised football bodies against all losses, damages, liabilities, costs or expenses suffered or incurred by the Scottish FA and its members, players and recognised football bodies which result directly or indirectly from such breach, including any loss of income or profits from any undertaking, commercial liaison, sponsorship, or arrangement entered into by the Scottish FA or by any of its members.

16.3 A club or association ceasing to be a member for whatever reason shall thereupon forfeit all privileges of membership, save that liability as provided for in the Memorandum shall nevertheless continue. Any club or association ceasing to be a member for whatever reason shall nevertheless remain liable for and shall pay to the Scottish FA, its members, the players and recognised football bodies all monies which at such time may be due by such club or association to the Scottish FA, its members, the players and recognised football bodies.

17. Dissolution of the Scottish FA

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

CLUBS, ASSOCIATIONS, LEAGUES, MATCHES, ETC.

18. Formation of Associations, Leagues, etc.

18.1 Associations, leagues or other combinations of clubs, officials, players or referees shall only be formed with the consent of the Scottish FA.

18.2 An Affiliated National Association may, where appropriate, and subject to the overriding authority of the Scottish FA, give consent to the formation of an association, league or other combination of clubs, officials or players which would normally be expected to participate in that grade of football.

18.3 All associations, leagues or other combinations of clubs, officials, players or referees shall observe these Articles and the rules, regulations, bye-laws and decisions of the Scottish FA.

18.4 All applications for consent to operate leagues and competitions other than leagues or competitions which come under the jurisdiction of an Affiliated National Association shall be lodged with the Secretary on a form approved by the Board accompanied by a copy of the applicant body's relative constitution and rules, and applications for continuance must be made on this form annually to be lodged with the Secretary not later than 30th June along with notification of any proposed alterations to such constitution and rules which must be approved by the Board before becoming operative.

18.5 Applications for consent to operate leagues and competitions which come under the jurisdiction of an Affiliated National Association shall be made in accordance with the respective provisions of

such bodies.

18.6 Any association, league, or other combination of clubs, officials, players, or referees failing or refusing to obtain approval in conformity with Articles 18.1 and 18.2 shall be held to be ineligible and unauthorised and shall be debarred from all privileges and rights obtainable through membership of the Scottish FA or an Affiliated National Association.

19. Charity Committees, etc.

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

20. Matches

20.1 In any match played under the jurisdiction of the Scottish FA, other than the exception permitted in Article 20.2, all of the participating players shall be of the same gender.

20.2 Matches involving male and female players may be played, provided that all of the participating players are not older than 15 years of age on 1 January of the calendar year in which the season commenced.

20.3 The involvement of male and female players in footballing activities at any coaching or instructional course or event approved by the Scottish FA shall not be deemed to be matches for the purpose of Article 20.1.

21. Approval of Matches/Competitions

21.1 Subject to the terms of Article 18.4, a recognised football body or club may not participate in, organise or promote a football match or football competition, whether or not within Scotland, which is not approved by the Board and, where appropriate, the National Association in whose territory the football match or football competition will be held and of FIFA, except in exceptional circumstances. When seeking approval for such a football match or football competition such football body or club must submit the relevant football match or football competition regulations to the Board for prior approval. Prior written notice of such match or competition shall be lodged with the Secretary by the recognised football body or club concerned, unless otherwise pre-determined as specified hereinafter. If a match or competition is or is to be arranged through the services of an agent, such agent must be in possession of a FIFA and/or a UEFA match agent's licence.

21.2 A full member club may play in matches or competitions which are organised or promoted or approved by the Scottish FA and in matches or competitions which are included in the Scottish FA's Register of Competitions, which is compiled annually. The prior written approval of the Board must be obtained for all proposed friendly matches involving a club in full membership. A club in full membership desiring to play or stage such a match must ensure that it does not conflict with a scheduled match of any neighbouring club which is in full membership.

21.3 Once submitted to and approved by the Board in accordance with Article 21.1, football match or football competition regulations need not be re-submitted on an annual basis to the Scottish FA unless there are proposed changes to the previously lodged submissions.

21.4 A registered member club, provided that it is eligible to do so, may play in a match or competition:-

(a) which is organised or promoted by the Scottish FA;

(b) which is included in the Scottish FA's Register of Competitions; or

(c) which is under the jurisdiction of an Affiliated National Association.

21.5 A recognised football body or club may not participate in, organise or promote a football match or football competition involving a club or team which is not under the jurisdiction of the Scottish FA without the permission of the Scottish FA. Permission may be withheld if such club or team is not under the jurisdiction of a National Association in membership of FIFA.

21.6 A recognised football body or club intending to participate in, organise or promote a football match or football competition is required to observe the following conditions:-

(a) the consent of the Scottish FA must be obtained before any contract or agreement relative to such match or competition is concluded;

(b) except as permitted under FIFA or UEFA regulations governing licensed match agents, a percentage of receipts from such match or competition may not be paid to any person or organisation arranging such a match or competition nor shall any other payment, whether in respect of a refund of expenses incurred or for any other reason, be made to any such person or organisation;

(c) application in writing for permission to participate in, organise or promote such match shall be lodged with the Secretary at least 7 days before the proposed date of such match;

(d) application in writing for permission to participate in, organise or promote such competition shall be lodged with the Secretary at least 84 days before the starting date of such competition and shall include:-

(i) if the competition is to be played in Scotland, a copy of the competition rules and the names of the teams intending to take part together with a copy of a letter from the National Association or other relevant football body under whose jurisdiction each team normally participates confirming that such team is authorised to participate; or

(ii) if the competition is to be played outwith Scotland, a copy of the competition rules translated if appropriate, together with proof of the authorisation of the competition by the National Association concerned and of the approval of the rules thereof by FIFA or by UEFA, as the case may be.

21.7 Clubs and players shall not compete in any match or competition where the number of players on each side is more than 5, the proceeds of which are not devoted to an authorised club or recognised football body or to some other object approved by the Scottish FA or by an Affiliated National Association where all the players involved in the match come under the jurisdiction of an Affiliated National Association. The playing of matches by private individuals for speculative purposes shall not be permitted.

22. Testimonial Matches

22.1 Testimonial matches may only be played with the consent of and subject to conditions approved by the Board, and applications shall be submitted in writing to the Secretary unless the beneficiary is a player, Team Official or official who would normally participate under the jurisdiction of an Affiliated National Association and both teams in such a match would likewise normally participate under the jurisdiction of an Affiliated National Association, in which case the application shall be considered and determined by the Affiliated National Association concerned. An audited income and expenditure statement relative to each testimonial match, and all corroborative vouchers and

receipts, must be lodged with the Secretary or with the secretary of the Affiliated National Association concerned not later than 60 days after the date of such match, unless as otherwise authorised by the Board.

22.2 An application to play a testimonial match on behalf of a player of amateur status may be approved only if the player is in ill health and a medical certificate is produced, and the Board or the Affiliated National Association concerned is satisfied that there is good reason to play a match for such purpose.

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

23. Transmission of Matches

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

24. Not used

25. Match Finances: Complaints

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

26. Gambling

26.1 A club, official, Team Official or other member of Team Staff, player, referee or other person under the jurisdiction of the Scottish FA shall not gamble in any way on a football match. Any such club or person found guilty of gambling of any description on football shall be deemed guilty of misconduct and shall be liable to such sanctions in respect thereof as are prescribed within the Judicial Panel Protocol.

26.2 A club, official, Team Official, other member of Team Staff, player, referee or other person under the jurisdiction of the Scottish FA knowingly behaving in a manner, during or in connection with a match in which the party has participated or has any influence, either direct or indirect, which could give rise to an event in which they or any third party benefits financially through gambling shall be deemed guilty of serious misconduct and shall be liable to such sanctions in respect thereof as are prescribed within the Judicial Panel Protocol.

27. Misconduct with Intent to Influence Result

27.1 Without prejudice to the generality of Articles 5.1(e) and 5.2(f), a club, official, Team Official or other member of Team Staff, player, referee or other person directly or indirectly offering or receiving a bonus or any other inducement to or from another club, official, player, referee or other person to influence the result of a match or otherwise affect the conduct of a match shall be deemed guilty of serious misconduct.

27.2 Any club, official, Team Official or other member of Team Staff, player or referee who has been approached to be the target or is the target of attempted bribery must notify the Scottish FA

forthwith.

28. Responsibility of Clubs/Behaviour of Spectators

28.1 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. 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 good behaviour of all spectators at that ground.

28.2 A recognised football body which is directly responsible for organising a match under its jurisdiction shall likewise take all such steps as are reasonably practicable to ensure the safety, good conduct and good behaviour of spectators at such match.

28.3 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 as aforesaid shall render that club or recognised football body liable to a fine or closure of ground or suspension or all of these penalties.

28.4 In the event of misbehaviour of spectators being reported to or otherwise being brought to the attention of the Scottish FA, the Judicial Panel will have jurisdiction to deal with the matter and to impose sanctions in respect thereof as prescribed within the Judicial Panel Protocol. Such misbehaviour must be reported to or brought to the attention of the Scottish FA within six (6) days of the day of the match.

28.5 In the event of a match being abandoned due to field invasion by spectators the Judicial Panel may impose such penalties as prescribed within the Judicial Panel Protocol.

28.6 A club playing at its own ground or allowing its ground to be used for a match in which it is not participating must ensure, so far as is reasonably practicable, (i) good order and security, (ii) that policies and procedures have been adopted and are implemented to prevent instances of Unacceptable Conduct, and (iii) that any instance of Unacceptable Conduct is effectively dealt with, all at its own ground, on the occasion of a match.

28.7 Each club must ensure, as far as is reasonably practicable, that its players, officials, supporters and any person exercising a function for or in connection with the club do not engage in Unacceptable Conduct at any club's ground on the occasion of a match. Any failure by a club to discharge a requirement to which it is subject by virtue of Article 28.6 and this Article 28.7 shall constitute a breach of these Articles.

28.8 In any proceedings in terms of these Articles against a club in which it is alleged that there has been a failure by the club to discharge a requirement to which it is subject by virtue of Articles 28.6 and 28.7, it shall be for the club concerned to prove that it was not reasonably practicable to do more than was in fact done or (as the case may be) there was no better practicable means than were in fact used to discharge such requirement.

28.9 Proceedings in terms of these Articles against a club in which it is alleged that there has been a failure by that club to comply as required in accordance with Article 28 may be commenced where the Scottish FA has received a written complaint or other written communication or has by any other means been brought to the attention of the Scottish FA which, in the opinion of the Scottish FA, provides grounds to believe that there has been a failure to so comply. The Judicial Panel shall have jurisdiction in the case of an alleged or apparent breach of Article 28.

28.10 The provisions of Articles 28.1 to 28.9 (both inclusive) shall not apply in the case of any match

played under the jurisdiction of the Scottish Professional Football League, unless the board of directors of the Scottish Professional Football League shall request the Board to invoke the powers granted to it under these Articles.

Notwithstanding the above terms of Article 28.10, the Judicial Panel shall have jurisdiction in the case of an alleged or apparent breach of Articles 28.1 to 28.9 (both inclusive) arising as a result, directly or indirectly, of the actions or omissions of the Scottish Professional Football League.

28.11 Guidance in respect of the application of the terms of this Article 28 shall be promulgated by the Scottish FA from time to time. Observance with such guidance shall be taken cognisance of in respect of any proceedings under the jurisdiction of the Judicial Panel Protocol.

29. Programmes, Publicity, etc.

29.1 A club or recognised football body which publishes, distributes, issues, sells or authorises a third party to publish, distribute, issue or sell a match programme or any other publication or audio/visual material of any description in any media now existing or hereinafter invented, including but not limited to the Internet, social networking or micro-blogging sites, shall be held responsible for all matters contained therein.

29.2 A club or recognised football body which publishes, distributes, issues, sells or authorises a third party to publish, distribute, issue or sell a match programme or any other publication or audio/visual material of any description in any media now existing or hereinafter invented, including but not limited to the Internet, social networking or micro-blogging sites, shall ensure that any such publications or audio/visual material does not contain any criticism of any match official calculated to indicate bias or incompetence on the part of such match official or to impinge upon his character.

29.3 A club or recognised football body issuing a match programme shall make available one page for promoting the Scottish FA's activities and interests, as from time to time may be decided by the Board.

30. Playing Shirt Requirements

Member clubs in full membership 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. Furthermore, in matches played under the jurisdiction of the Scottish FA the players' shirts may carry advertising, subject to:-

(a) compliance with the requirements relating to the dimensions of such advertising as laid down by the Board;

(b) the name or logo and/or design to be used in such advertising having the prior written approval of the Board;

(c) the provisions of the agreements negotiated with the broadcasting authorities in the case of televised matches;

(d) the Scottish FA having the right to make and market whether by electronic, mechanical, film, video or other means recordings of matches played under its direct control in which such advertising is visible; and

(e) shirt advertisements by tobacco manufacturers or for any tobacco related products or for any product bearing a name or image associated with any tobacco product or manufacturer

being strictly prohibited.

31. Playing Fields

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

32. Not used

33. Participation in a Cup Tie

33.1 Clubs eligible to compete in the Challenge Cup Competition shall be subject to and shall comply with both these Articles and the Challenge Cup Competition Rules, as amended from time to time.

33.2 All members eligible to compete in the Challenge Cup Competition, shall so compete in the Challenge Cup Competition.

34. Registration Procedures

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.

35. Club Licensing

35.1 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.

35.2 It shall be for the Licensing Committee to determine, in the first instance, whether:-

(a) a club has complied with the requirements of the Club Licensing Procedures; and

(b) to grant, suspend, refuse to grant or withdraw a Club Licence (on such terms and conditions as the Licensing Committee thinks fit) and, if a Club Licence is granted, which category of Club Licence to grant to the applicant club,

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

GENERAL MEETINGS AND VOTING

36. Annual General Meeting

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

37. General Meetings

37.1 All general meetings, other than Annual General Meetings, shall be called General Meetings. The Board may whenever it thinks fit convene a General Meeting. General Meetings shall also be convened on requisition in terms of Article 37.2 or in default may be convened by such requisitionists as provided in Sections 303 to 305 of the Act.

37.2 In addition to any right conferred on members by the Act, the Board shall, upon receiving a requisition in writing: (i) appealing against the suspension or expulsion of a member and signed by full members having not less than one-tenth of the total voting rights of all such members, or (ii) questioning an act or omission of the Board and signed by 10 or more full members of the Scottish FA, convene a General Meeting. Such requisitions must state the object of the meeting proposed to be called and shall be lodged with the Secretary, who shall be bound to convene the meeting within 21 days after the receipt of the requisition and in the event of his failing to do so the requisitionists may themselves convene the meeting.

38. Notice

38.1 At least 14 clear days' notice of every General Meeting shall be given and at least 21 clear days' notice of every Annual General Meeting shall be given. The notice shall specify the place, the day and the hour of the meeting, and in the case of special business the general nature of that business. Notice shall be given to such persons as are under these Articles or under the Act entitled to receive such notice from the Scottish FA. With the consent of all the members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act in the case of General Meetings, a meeting may be convened on such notice as those members may think fit.

38.2 Notice to be given to such persons entitled to receive such notice from the Scottish FA, as aforesaid, shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the Scottish FA. In this Article 38, "**address**" in relation to electronic communications includes any number or address used for the purposes of such communications.

38.3 No registered member shall be entitled to receive notice of or attend or vote at any general meeting.

39. Proposed Amendments to these Articles or the Challenge Cup Competition Rules

39.1 Notice in writing of any addition or alteration proposed to be made to these Articles and/or the Challenge Cup Competition Rules must be lodged with the Secretary either in hard copy or by electronic communication not later than 28th February in each year by the full member or the Director desiring such addition or alteration to be made, for consideration by the Board prior to the Annual General Meeting or for action under Article 37.1 if the Board deems such action desirable, provided that the Board shall not be required to take any action in respect of any such proposal if written support from at least one full member or a Director in addition to the full member or the Director making such proposal is not submitted together with the notice of the proposal in accordance with the foregoing.

39.2 If, on receipt of a proposal submitted in accordance with Article 39.1, the Board is of the opinion (acting reasonably) that the addition(s) and/or alteration(s) proposed to be made to these Articles and/or the Challenge Cup Competition Rules do(es) not take account of all additions and alterations which would be required to be made to these Articles and the Challenge Cup Competition Rules in consequence of the adoption of such proposal, the full member or the Director lodging such proposal shall be required to work in conjunction with the Secretary and his staff to notify the Board in writing of all such consequential additions and alterations within three weeks of being notified of the requirement so to do by the Secretary. If the Board is not satisfied (acting reasonably) that all such consequential additions and alterations have been notified to it within the time period specified, then the Board will not be required to take any further action in respect of the

proposal, which will be deemed to have fallen.

40. Representation at General Meetings

40.1 Each full member shall be entitled to appoint one representative to attend all general meetings, subject to the following conditions:-

(a) a representative of a club in full membership shall only represent one club and he shall not be listed in the Official Return of any other club. He must be an office-bearer, secretary, director or member of the board of management or committee of the club he represents and must have been notified as such in the Official Return lodged by his club;

(b) the provisions of Article 40.1(a) shall apply to a representative of an Affiliated Association or an Affiliated National Association in full membership, save that references therein to "club" shall be construed as references to such Affiliated Association or Affiliated National Association, as the case may be;

(c) a representative must not be a participating player in Association Football;

(d) a representative of a member which is under suspension shall be debarred from attending at any general meeting and no member shall be represented at any general meeting by any person under suspension imposed or confirmed by the Scottish FA;

(e) no person owing money to the Scottish FA shall represent a member at any general meeting;

(f) a representative of a club which has failed to play or to complete its participation in the Challenge Cup Competition in the immediately preceding playing season shall be debarred from attending the Annual General Meeting unless otherwise decided by the Board;

(g) a representative of a club subject to Club Licensing which has had its Club Licence suspended for whatever reason shall be debarred from attending the Annual General Meeting; and

(h) no person being a Director shall represent a member at any general meeting. The member, on whose Official Return the Director is specified, shall be entitled to send a representative to a general meeting so long as such person is not a Director.

40.2 A recognised football body which is entitled to nominate a representative to the Congress in terms of Article 51 shall be entitled to send one representative to all general meetings but shall not be entitled to vote thereat. Such representative must be listed in the Official Return of the recognised football body concerned.

40.3 Without prejudice to the terms of Article 40.1, each full member shall be entitled to send one representative in an observer capacity only to all general meetings provided that such representative shall not be entitled to speak or vote thereat nor shall he be counted in the quorum for the meeting(s) which he attends. This representative must be an office-bearer, secretary, director or member of the board of management or committee of the full member he represents and must have been notified as such in the Official Return lodged by such full member.

41. Annual General Meeting Business

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

(a) to receive the report of the Board;

(b) to receive and consider the accounts and balance sheet of the Scottish FA and the report of the auditors thereon;

(c) to elect or re-elect, as the case may be, the Office-Bearers and the Independent Non-Executive Directors;

(d) to appoint auditors and authorise the Board to fix their remuneration;

(e) to consider proposed alterations, if any, to the Challenge Cup Competition Rules; and

(f) all such other business as by statute and these Articles can be transacted at general meetings.

42. Quorum at General Meetings

42.1 No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. 20 members entitled to be represented at general meetings and to vote thereat shall be a quorum.

42.2 If within 30 minutes from the time appointed for any general meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week at the same time and, if available, the same place, and if at such adjourned meeting a quorum is not present it shall stand adjourned sine die.

43. Chairman

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

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

44. Adjournment

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

45. Votes of Members

45.1 At general meetings:-

(a) matters requiring to be passed by ordinary resolution shall be so passed if the relevant resolution is carried by a simple majority of the members who, being present and entitled to vote upon the resolution, do vote; and

(b) matters requiring to be passed by special resolution shall be so passed if the relevant

resolution is carried by a majority of not less than three-fourths of the members who, being present and entitled to vote upon the resolution, do vote.

45.2 Other than as provided in Article 45.3, at any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands.

45.3 Notwithstanding the terms of Articles 45.2 and 45.6, if voting is required at the Annual General Meeting for the election or re-election as the case may be of the Office-Bearers or the Independent Non-Executive Directors, it shall be by ballot.

45.4 Every member entitled to be represented at general meetings shall have one vote.

45.5. A member otherwise entitled to be represented at general meetings shall not be entitled to vote thereat unless all monies due by such member to the Scottish FA shall have been paid.

45.6 A declaration by the chairman of the general meeting that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minute book of the Scottish FA shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

45.7 Without prejudice to the generality of Article 5.1(e), no member shall, directly or indirectly, offer any bribe, consideration or other improper inducement to any other member for the purpose of procuring a vote and for any member to accept such offer.

46. Proxy Voting

46.1 Each member entitled to be represented at general meetings shall be entitled to appoint another person as its proxy to exercise all or any of its rights to attend and to speak and vote at a general meeting.

46.2 Proxies may only validly be appointed by a proxy notice which:-

(a) states the name and address of the member appointing the proxy;

(b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

(c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Board may determine; and

(d) is delivered to the Scottish FA in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.

46.3 The Scottish FA may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

46.4 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

46.5. Unless a Proxy Notice indicates otherwise, it must be treated as:-

(a) granting the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

46.6 On a vote on a resolution on a show of hands at a meeting, every proxy present who has been duly appointed by one or more members entitled to vote on the resolution has one vote, save that a proxy has one vote for and one vote against the resolution if:-

(a) the proxy has been duly appointed by more than one member entitled to vote on the resolution; and

(b) the proxy has been instructed by one or more of those members to vote for the resolution and by one or more other of those members to vote against it.

46.7 The appointment of a proxy to vote on a matter at a general meeting authorises the proxy to demand, or join in demanding, a poll on that matter.

46.8 On a poll taken at a general meeting, the voting rights of a member may be exercised by any proxy present who has been duly appointed by such member in relation to the resolution in respect of which the poll is taken.

46.9 A member which is entitled to attend, speak or vote (either on a show of hands or a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Scottish FA by or on behalf of that member.

46.10 An appointment made under a Proxy Notice may be revoked by delivering to the Scottish FA a notice given by or on behalf of the member by or on behalf of which the proxy was given.

46.11 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

46.12 If a Proxy Notice is not executed by the member appointing the proxy, it must be accompanied by written evidence of the authority of the member who executed it to execute it on the appointer's behalf.

46.13 A Proxy Notice to be effective must be lodged with the Secretary at the Office not less than 48 hours before the time for holding the meeting or adjourned meeting and in calculating such period no account shall be taken of any part of a day that is not a working day.

THE HONORARY OFFICE-BEARERS AND THE OFFICE-BEARERS

47. The Honorary Office-Bearers and the Office-Bearers

47.1 The Honorary Office-Bearers and the Office-Bearers shall consist of not more than:-

(a) the President;

(b) the Vice-President; and

(c) such former Presidents as are appointed by the Board from time to time as Honorary Vice-Presidents.

47.2 An Office-Bearer shall not belong to or have any prohibited connection with the same member club as any other Office-Bearer.

47.3 An Office-Bearer, for the period of his term of office as an Office-Bearer, shall be entitled, at any time during the period of his term of office as an Office-Bearer, to renounce all connections with the club on whose Official Return he is specified, subject to prior written intimation to the Board.

47.4 At the expiry, or earlier termination, of his period of office, each Office-Bearer who renounced his connection with the club or the full member on whose Official Return he was specified immediately prior to the commencement of the period of his term of office shall be entitled to renew his connections with his former club or full member (as the case may be).

47.5 For the avoidance of all doubt, neither the exercise by an Office-Bearer of his right in terms of Article 47.3 shall in any way whatsoever prejudice nor impinge upon the power, authority and role of such Office-Bearer as contained within these Articles.

48. Nomination of Candidates as Office-Bearers

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

48.2 A candidate nominated as an Office-Bearer shall:-

(a) be an office-bearer, secretary, director or member of the board of management or committee of a full member and must be listed as such in the Official Return of such full member;

(b) have served a minimum of two years (in the five year period immediately preceding the nomination) on the Professional Game Board or the Non-Professional Game Board or the Referee Committee or the Licensing Committee or the Congress or the entity previously known as the Council (excluding any co-opted persons thereon) or have acted in an official capacity for a recognised football body for a minimum of two years; or;

(c) be nominated by a full member on whose Official Return he is listed in terms of Article 48.2(a);

(d) not be listed in the Official Return of more than one club in full membership;

(e) not be participating as a player or a referee in Association Football and, in the case of a person who was formerly such a participant, the Board must be satisfied that he has permanently ceased so to be; and

(f) not belong to or have any prohibited connection with the same member club such as would cause his election to fail in terms of Article 47.2.

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

48.3 The Secretary shall on issuing the notices convening the Annual General Meeting intimate to the members entitled to receive notice of such meeting the names of the candidates for office.

48.4 A member shall only be entitled to participate either by nomination or voting in the election of the Office-Bearers if:-

(a) it is a full member;

(b) it has played and completed its participation in the Challenge Cup Competition in the preceding playing season unless the circumstances surrounding its failure to do so have been accepted by the Board; and

(c) it is not under suspension imposed or confirmed by the Scottish FA.

THE CONGRESS

49. Purpose of the Congress

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

(a) provide a consultation forum for Scottish FA initiatives;

(b) provide a debating forum for key issues for the game of Association Football in Scotland;

(c) review areas of concern;

(d) provide a platform to discuss Scottish FA strategic outputs; and

(e) consider and perform its functions as prescribed in these Articles.

50. Composition

50.1 The Congress shall comprise of:-

(a) the President;

(b) the Vice-President;

(c) the Chief Executive;

(d) such of the Directors as appointed by the Board from time to time;

(e) no more than six (6) representatives of the Scottish Professional Football League as determined pursuant to Article 51.1;

(f) a representative of each of the East of Scotland Football League, the Scottish Highland Football League, the Scottish Lowland Football League and the South of Scotland Football League as determined pursuant to Article 51.2;

(g) a representative of each of the respective Affiliated National Associations as determined pursuant to Article 51.3;

(h) no more than six (6) representatives of the Football Family appointed by the Board from time to time pursuant to Article 51.4, and

(i) a representative unconnected with Association Football in Scotland, as appointed by the Board from time to time.

50.2 In addition to the members of the Congress referred to in Article 50.1, the Board shall be entitled (at its sole discretion) to invite third parties to appear before the Congress for the purpose of making presentations or facilitating or contributing to discussions under Article 49(b) and (c) or providing information in relation to any such discussion, provided that no such invited person shall be entitled to vote on any matters put to the Congress.

51. Representation on the Congress

51.1 Scottish Professional Football League Representatives

51.1.1 The Scottish Professional Football League shall be entitled to nominate to the Congress six (6) representatives, all of whom shall comply with Article 51.1.3.

51.1.2 The Secretary shall immediately after those Annual General Meetings succeeding which a new Congress will be formed send a nomination form to the Scottish Professional Football League. The form shall be completed and returned as soon as possible thereafter to the Secretary to be received by him within 10 days from the date of issue of such form.

51.1.3 Each representative nominated by the Scottish Professional Football League shall:-

(a) be (i) an office-bearer, secretary, director or member of the board of management or committee of a full member club and must be listed as such in the Official Return of such club or (ii) be a director of the Scottish Professional Football League and must be listed as such in the Official Return of the Scottish Professional Football League; and

(b) not be the subject of an endorsed Disclosure from Disclosure Scotland.

51.2 League Representatives

51.2.1 The East of Scotland Football League, the Scottish Highland Football League, the Scottish Lowland Football League and the South of Scotland Football League shall each be entitled to nominate one (1) representative to the Congress and such representative shall comply with the conditions laid down in Articles 51.1.3(a)(i) and (b), save that such representative may not be connected with a club in full membership of the Scottish FA.

51.2.2 The Secretary shall immediately after those Annual General Meetings succeeding which a new Congress will be formed, send a nomination form to each League which is entitled to nominate one representative to the Congress. The form shall be completed and returned as soon as possible thereafter to the Secretary to be received by him within 10 days from the date of issue of such form.

51.3 Affiliated National Associations

51.3.1 An Affiliated National Association shall not be a member of another Affiliated National Association.

51.3.2 Notwithstanding anything contained in or implied by these Articles, the Affiliated National Associations as defined in Article 1.1 shall be deemed to be full members of the Scottish FA.

51.3.3 An Affiliated National Association shall be entitled to nominate one representative to the Congress, in all cases subject to an Affiliated National Association's conforming to the following conditions:-

(a) it has lodged a copy of its constitution and rules with the Secretary and such constitution and rules and any changes or amendments thereto have been approved by the Board; and

(b) it has no club in its membership which is in membership of another Affiliated National Association.

51.3.4 The Secretary shall immediately after those Annual General Meetings succeeding which a new Congress will be formed, send a nomination form to each Affiliated National Association. The form shall be completed and returned as soon as possible thereafter to the Secretary to be received by him within 10 days from the date of issue of such form.

51.3.5 Each representative nominated by an Affiliated National Association shall:-

(a) be a member of the committee of the Affiliated National Association he represents and must be listed as such in the Official Return of such Affiliated National Association;

(b) not be listed in the Official Return of any other Affiliated National Association;

(c) not be listed in the Official Return of an Affiliated Association; and

(d) comply with the condition laid down in Article 51.1.3(b).

51.4 Representatives of the Football Family

51.4.1 Each member of the Football Family shall be entitled to nominate one representative to the Congress.

51.4.2 Each representative nominated by each member of the Football Family shall comply with the condition laid down in Article 51.1.3(b).

51.4.3 The Secretary shall immediately after those Annual General Meetings succeeding which a new Congress will be formed, send a nomination form to each member of the Football Family. The form shall be completed and returned as soon as possible thereafter to the Secretary to be received by him within 10 days from the date of issue of such form.

51.5 A club shall not have more than one person listed in its Official Return on the Congress unless such representation is exceeded due to any other person or persons listed in its Official Return being appointed as an Honorary Vice-President.

51.6 Each nomination received by the Secretary in accordance with Article 51 will be subject to the approval of the Board, whose decision shall be final and binding.

51.7 The representatives on the Congress nominated as aforesaid are not to be nominated for nor be a member of the Board or any other Committee or sub-committee of the Scottish FA. Without prejudice to the foregoing generality, the Board shall be entitled to over-ride the terms of this Article 51.7, at its sole discretion, on application by the relevant nominating body.

52. Obligations, Rights and Duties of Congress Members

52.1 For the duration of their term of office, members of the Congress shall:-

(a) comply with these Articles and any regulations, procedures or decisions promulgated by the Board, the Professional Game Board, the Non-Professional Game Board, the Judicial Panel, a Committee or sub-committee, FIFA or UEFA;

(b) act in the best interests of the Scottish FA and comply with its Code of Conduct at all times;

(c) comply with the policies of the Scottish FA as approved by the Board from time to time;

(d) use their reasonable endeavours to attend all meetings of the Congress and/or the Board, as appropriate, and of any appropriate Committee or sub-committee in person;

(e) perform such functions as are allocated to them, all as specified in these Articles;

(f) comply with the principles of natural justice;

(g) refrain from engaging in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010; and

(h) behave towards the Scottish FA and its members with utmost good faith.

52.2 Subject to Article 59.3, any member of the Congress failing to comply with his obligations and duties, as specified in these Articles, shall be liable to penalty or sanction as the Judicial Panel considers appropriate.

52.3 Membership Card

During his period in office, each Honorary Office-Bearer, Office-Bearer and ordinary member of the Congress shall be provided with a membership card entitling him to admission to all matches played in Scotland under the jurisdiction of the Scottish FA, except when the Board shall decide otherwise.

53. Quorum of the Congress

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

54. Chairman of the Congress

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

55. Voting at Congress Meetings

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

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

56. General

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

57. Honorary Office-Bearers and Office-Bearers

57.1 On conclusion of his tenure as President, such former President may be appointed by the Board as an Honorary Office-Bearer. Once so appointed, the Honorary Office-Bearer shall retain that appointment unless such appointment is withdrawn by the Board.

Retiring Office-Bearers shall be eligible for re-election unless disqualified in terms of any of these Articles.

57.2 Save as provided in Article 57.4, no Office-Bearer may hold the same position (as detailed in Article 57.1) for more than four years after initial election to such position. The maximum continuous or aggregate period of time during which any individual can hold office as an Office-Bearer (in whichever of the positions he is elected to serve as detailed in Article 57) shall be eight years.

57.3 An Office-Bearer who is eligible and who seeks election or re-election, as the case may be, as President or Vice-President, as the case may be, at the Annual General Meeting succeeding which a new Congress will be formed shall not later than 28th February in the year of such Annual General Meeting lodge with the Secretary written notice of his desire to seek such election or continue in office, as appropriate. The Secretary shall within 7 days thereafter inform full members and the Congress of which such Office-Bearer is seeking such election or re-election, as aforesaid. If, in the interval between 28th February and the date of the Annual General Meeting, an Office-Bearer intimates withdrawal of his application for election or re-election, as the case may be, or if any eventuality which would preclude his election or re-election has arisen, the Secretary shall proceed as instructed by the Board.

57.4 If, for any reason, the office of President or of Vice-President becomes vacant, the Board either on its own or on the requisition of the members in accordance with the Act may convene expeditiously a General Meeting to elect a candidate to fill such vacant office. In the event that as a result of the application of this Article 57.4, a person elected to office as President or Vice-President would, in order to meet the four-year limitation on the holding of such offices set out in Article 57.2, require to resign from any such office prior to the expiry of any two-year term which he was subsequently elected to serve in respect of such office, it is declared that such person will be entitled to remain in office until the expiry of such two-year term notwithstanding the provisions of Article 57.2 and as an exception to them. Any period of office served as a consequence of the invocation of this Article 57.4 shall therefore be disregarded when assessing the application of the limitation on the holding of the same offices within the Scottish FA, all as set out in Article 57.2.

57.5 Articles 48.1 and 48.3 shall not apply to the nomination or election of a candidate pursuant to Article 57.4. The nomination of any candidate for the vacated office of President or Vice-President shall state the office to which such candidate seeks to be elected and shall be submitted by

electronic communication or by recorded delivery letter to the Secretary at any time up to and including the date to be set by the Board for receipt of such nominations prior to the date of the convened General Meeting to fill such vacant office and the Secretary shall, within 7 days of his receipt, issue to the members entitled to receive notice of such a General Meeting the names of the candidates for office. For the avoidance of doubt the provisions of Articles 48.2 and 48.4 shall apply to the nomination of a candidate pursuant to Article 57.4.

57.6 The provisions of Article 45.3 shall apply to any election to the office of President or Vice-President, pursuant to Article 57.4, save that the references to "Annual General Meeting" shall be deleted and replaced by the words "General Meeting".

57.7 Any candidate elected pursuant to Article 57.4 shall be deemed to retire at the next Annual General Meeting at which the Office-Bearers elected pursuant to Articles 56 and 57.1 retire.

57.8 The Scottish FA in general meeting may by a simple majority remove an Office-Bearer before the expiration of his period of office, and the person appointed in his place shall be elected in the manner provided in Article 57.4. The foregoing terms which apply to an Office-Bearer are subject to the terms of Article 60.

58. **Not Used**

59. **Members of the Congress**

59.1 The retiring ordinary members of the Congress, unless disqualified under these Articles, shall be eligible for re-election or re-appointment.

59.2 If, for any reason, a vacancy occurs amongst the members of the Congress appointed in terms of Article 51, the Board may authorise that the vacancy be filled subject to the conditions prescribed for the nomination of such a member to serve on the Congress and any person appointed to fill such vacancy shall hold office until the expiry of the period to which the member of Congress so replaced was subject.

59.3 The Board may by a simple majority remove any ordinary member of the Congress before the expiration of his period of office, and the person appointed in his place shall be elected in the manner provided in Article 59.2.

60. Disqualification of Members of the Congress and Directors

60.1 The office of a member of the Congress or a Director, other than as excepted below, shall be vacated if he:-

(a) becomes bankrupt, or makes any arrangement or composition with his creditors generally;

(b) be under suspension imposed or confirmed by the Scottish FA, or the club or recognised football body from which he derived his appointment be under such suspension, provided that this Article 60.1(b) shall not apply in the case of an Office-Bearer who has renounced all connection with the club on whose Official Return he was specified, in accordance with Article 47.3;

(c) ceases to be an office-bearer, secretary, director or member of the board of management or committee of the club or recognised football body from which he derived his appointment, or is suspended from being an office-bearer, secretary, director or member of the board of management or committee of the club or recognised football body from which he derived his appointment as a consequence of an insolvency event involving a member or recognised football body, provided that this Article 60.1(c) shall not apply in the case of an

Office-Bearer who has revoked all connection with the club on whose Official Return he was specified, in accordance with Article 47.3;

(d) in the case of a Director, ceases to be resident in Scotland;

(e) in the case of a Director, he is removed at a general meeting by a simple majority of the members entitled to vote thereat in terms of Article 57.8 or, in the case of an ordinary member of the Congress, he is removed by a simple majority of the Directors in terms of Article 59.3;

(f) resigns his office by notice in writing to the Secretary;

(g) becomes disqualified as or prohibited from being a company director by reason of any relevant order made against him in terms of the Company Directors' Disqualification Act 1986;

(h) becomes at any time during his term of office the subject of an endorsed Disclosure from Disclosure Scotland;

(i) in the case of a representative of the Football Family the nominating body intimates to the Scottish FA the removal of this representative;

(j) fails to comply with policies of the Scottish FA as approved by the Board from time to time; or

(k) fails to comply with the obligations and duties incumbent on him as specified in these Articles.

60.2 In the event that during his two year term a member of the Congress or a Director ceases to be an office-bearer, secretary, director or member of the board of management or committee of the member from which he derived his appointment as a member of the Congress or a Director (as the case may be), such person shall forthwith resign from his position on the Congress and/or the Board and shall not be eligible to be reinstated to the Congress and/or the Board, until the expiration of the full two year term, provided that this Article 60.2 shall not apply in the case of an Office-Bearer who has revoked all connection with the club or the full member on whose Official Return he was specified, in accordance with Article 47.3.

THE BOARD

61. Composition of the Board

61.1 Unless otherwise determined by ordinary resolution of the Scottish FA, there shall be no maximum number of Directors but the minimum number of Directors shall be not less than two.

61.2 The Board shall comprise:-

(a) the President;

(b) the Vice-President;

(c) the Chief Executive;

(d) a member of the Non-Professional Game Board nominated annually by the Non-Professional Game Board;

(e) two members of the Professional Game Board nominated annually by the Professional Game Board; and

(f) 2 Independent Non-Executive Directors.

61.3 Each of the President and the Vice-President shall serve on the Board for so long as they hold their respective offices in accordance with Articles 56 and 57. The Chief Executive will be entitled to a seat on the Board for so long as he holds such position.

61.4 Each of the Directors referred to in Articles 61.2 (e) and (f) shall be appointed for a period of 1 year, subject always to the provisions of Article 61.6. Each such Director shall be eligible for nomination to the Board by the Professional Game Board or the Non-Professional Game Board, as the case may be, at the first meeting of the Professional Game Board or Non-Professional Game Board, as the case may be, at the commencement of each Season. Each Independent Non-Executive Director shall be eligible to be appointed for a maximum of two (2) periods of three (3) years each subject to the Independent Non-Executive Director being nominated by the Board, in accordance with Article 61.5, for re-election after the initial three (3) year period, provided that if this would result in a breach of Article 61.6, he shall be appointed for such lesser period as shall ensure compliance with such Article.

61.5 Subject to Article 61.6, the Board may nominate a retiring Independent Non-Executive Director for re-election at the relevant Annual General Meeting, in which case the Board shall not later than 28th February in the year of such Annual General Meeting lodge with the Secretary written notice of the relevant nominees. The Secretary shall within 7 days thereafter inform full members and the Congress of the persons seeking such election or re-election, as aforesaid. If, in the interval between 28th February and the date of the Annual General Meeting, any such person intimates withdrawal of the application for election or re-election, as the case may be, or if any eventuality which would preclude the election or re-election has arisen, the Secretary shall proceed as instructed by the Board.

61.6 Notwithstanding the provisions of Article 61.5, no Independent Non-Executive Director shall hold office on the Board for a continuous period of more than 6 years. The respective terms of the President, the Vice-President and the Chief Executive are as prescribed in Article 61.3. None of the appointees to the Board from the Non-Professional Game Board or the Professional Game Board shall hold office for a continuous period of more than 6 years.

61.7 If, for any reason, the office of a Director (other than the President, the Vice-President or the Chief Executive) becomes vacant:-

(a) if the Director was nominated by the Professional Game Board, it may elect a candidate to fill such vacant office;

(b) if the Director was nominated by the Non-Professional Game Board, it may elect a candidate to fill such vacant office; or

(c) if the Director is an Independent Non-Executive Director, the Board may elect a candidate to fill such vacant office.

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

61.8 The office of Director shall be vacated if any of the circumstances detailed in Article 60 occurs.

62. Powers of the Board

62.1 The management of the business and the control of the Scottish FA shall be vested in the Board, which shall be entitled to exercise all such powers and carry out all such objects of the Scottish FA as are not by these Articles or by statute expressly directed or required to be exercised or done by the Scottish FA in general meeting subject, nevertheless, to any regulations from time to time made by the Scottish FA in general meeting, provided that no regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

62.2 Without prejudice to the general powers conferred by Article 62.1 and of the other powers conferred by these Articles, it is hereby expressly declared that the Board shall have the following powers:-

(a) it may make, alter and revoke all such rules, bye-laws and regulations relative to the use of the property of the Scottish FA and to the conduct or holding of meetings, or for such other purpose as it may deem fit and proper, provided that no rule, bye-law, or regulation shall be made under the foregoing which would amount to such an addition to or alteration of these Articles as could only by law be made by a resolution of the members;

(b) it may draw, make, accept, endorse, discount, execute and issue, respectively, promissory notes, bills, cheques or other negotiable instruments, provided that every promissory note, bill, cheque or other negotiable instrument drawn, made, accepted, endorsed, discounted, executed or issued shall be signed by the President, the Vice-President and the Secretary or in such other manner as the Board may determine;

(c) it may borrow any sum or sums of money not exceeding in all the sum of £10,000,000 on such security and upon such terms as to interest or otherwise as it may deem fit;

(d) it may extend the playing season as from time to time it in its discretion shall deem necessary or desirable;

(e) it may suspend the game entirely or in any district or districts or under the auspices of a recognised football body as from time to time it in its absolute discretion may deem necessary or desirable, provided that in the case of restricted stoppage it shall have power to exempt any club or number of clubs or recognised football body from such stoppage;

(f) it may suspend or abandon or discontinue any or all of the competitions of the Scottish FA;

(g) it shall have power to call upon any recognised football body, club, official, Team Official or other member of Team Staff, player, referee or other person under the jurisdiction of the Scottish FA to produce any books, letters, or documents or any other evidence at any time it desires;

(h) it shall have power to enquire into all and any financial arrangements between recognised football bodies, clubs and players and to cancel any agreement between clubs and players contrary to these Articles and to publish in the public press or otherwise the findings of the Board in this regard and the substance of any and all evidence tendered in such enquiries;

(i) it shall have the power, where a recognised football body or club fails to make any payment to the Scottish FA or to another recognised football body or club, to deduct and retain any sums due to it and/or to another recognised football body or club from any

monies, fund or account held by the Scottish FA which would otherwise have been payable to the defaulting recognised football body or club. Any such monies deducted or retained by the Scottish FA shall be applied first to meet any payment due to the Scottish FA and thereafter to meet any payment due by the defaulting recognised football body or club to another recognised football body or club in which case if the sum deducted/retained is insufficient to pay all sums due to such recognised football bodies or clubs, the remaining deducted/retained monies will be distributed in equal portions between those recognised football bodies or clubs;

(j) it shall have power to affiliate any national football association within Scotland to which it may or may not grant representation on the Congress;

(k) it shall have power to promulgate from time to time such regulations as it deems necessary in respect of the requirements and standards of football stadia;

(l) it shall have power to pay reasonable travelling expenses, referees' fees and expenses and other sums where necessary in connection with all matches arranged by it;

(m) it may remove co-opted persons from any Committee or sub-committee by such procedures as are prescribed by the Board from time to time;

(n) without prejudice to its common law rights in relation to compensation, retention, set off or any other applicable legal principle, it shall have the power to deduct and retain or otherwise withhold monies from members or recognised football bodies which fail to settle fines levied by or any other financial obligations or liabilities of whatsoever nature, whether direct or indirect, to the Scottish FA as determined by the Scottish FA (in its sole discretion) from any monies, funds or account held by the Scottish FA which would otherwise have been payable to the defaulting member or recognised football body, provided that this Article 62.2(n) shall be without prejudice to any sanction otherwise imposed in terms of these Articles;

(o) it shall be entitled to revoke or alter as it considers appropriate any powers delegated by it from time to time to the Professional Game Board, the Non-Professional Game Board or such other Committee or sub-committee as may be formed by it subject to the terms of these Articles;

(p) it may disclose details of any registered player to such third party for commercial and regulatory purposes; and

(q) it may appoint a commission formed entirely of co-opted persons (who need not be Directors or ordinary members of Congress), all as it may think fit, to attend to and/or determine any matter(s) referred to it by the Board.

63. Committees: General

63.1 In addition to and without prejudice to the terms of Article 64, the Board may by vote resolve itself into a committee of the whole Board and, notwithstanding the establishment of the Committees and any other provision of the Board Protocols, may also appoint committees of some or all of the Directors, together with such co-opted persons as the Board thinks fit in the circumstances.

63.2 The Board may also delegate any of its powers to Committees consisting of Directors, members of the Congress and co-opted persons, and any such Committee may, with the exception of the Referee Committee (which has the rights set out in Article 63.3), respectively, in turn delegate powers to sub-committees of its members and other co-opted persons.

63.3 The Referee Committee shall be entitled to delegate its powers to sub-committees of its members and other co-opted persons, on such terms as the Referee Committee shall determine from time to time. For the avoidance of doubt, membership of all sub-committees associated with the Referee Committee shall be open to and may be formed entirely of co-opted persons who need not be Directors nor members of the Congress.

63.4 Any Committee or sub-committee formed pursuant to this Article 63 shall in the exercise of the powers so delegated conform to any regulation that may be imposed on it in the case of a Committee by the Board or in the case of a sub-committee by the Board or by the relevant Committee or in the case of a sub-committee formed by a sub-committee, by the Board, by the relevant Committee or by the sub-committee which established it.

63.5 Without prejudice to the foregoing generality, the Board shall be entitled to exercise its powers under this Article 63 by including within the Board Protocols details of the Committees to which it has delegated its powers and the powers to be exercised by such Committees, provided that before any delegation by the Board of its powers to Committees takes effect, the Board Protocols including such details shall first have been approved by a vote conducted in accordance with Article 66 at a meeting of the Board.

63.6 Without prejudice to the generality of Article 5.1(e), no member shall, directly or indirectly, offer any bribe, consideration or other improper inducement to a member of the Congress, to a Director, to a member of the Professional Game Board or the Non Professional Game Board, or to a person co-opted to a Committee or sub-committee, in each case for the purpose of procuring a vote, and for any member of the Congress, Director, member of the Professional Game Board or the Non Professional Game Board or such co-opted person to accept such offer.

63.7 No member of any Committee, the Professional Game Board, the Non-Professional Game Board or Congress, whether at first instance or at any subsequent appeal stage or in any arbitration or any process commenced pursuant to these Articles and/or the Judicial Panel Protocol shall be permitted to represent any player, official or employee of a club, or a club, on whose Official Return such individual is listed in the event that such player, official or employee or club is called to appear before a Committee, the Professional Game Board, the Non-Professional Game Board or Tribunal of the Judicial Panel. Under no circumstances shall an Office Bearer be permitted to represent any player, official or employee of a club or a club.

64. Delegation of Powers by the Board: Specific

64.1 Without prejudice to and as a specific application of Article 63, the Board shall have the power to appoint the Professional Game Board and the Non-Professional Game Board, each of which shall be entitled to exercise any powers conferred on it under these Articles and the Board Protocols.

64.2.1 Notwithstanding any delegation of powers by the Board as detailed in the Board Protocols, the Board shall at any time be entitled to exercise its powers in relation to such areas of responsibility over any like matters considered and determined by the Professional Game Board, the Non-Professional Game Board, any Committee or sub-committee or the Chief Executive in priority to any such body or person.

64.2.2 The chairmen of the Professional Game Board and the Non-Professional Game Board shall be as determined by the Office-Bearers in their sole discretion. The Board will be entitled to determine and appoint the chairmen of the Referee Committee, the Licensing Committee, any Committee or sub-committee provided any nominee for chairman is otherwise eligible to serve on the Committee or sub-committee in question.

64.3 The Professional Game Board

64.3.1 The Professional Game Board, which shall be responsible for driving the development of the professional game in Scotland, shall comprise:-

(a) the President;

(b) the Vice-President;

(c) the Chief Executive; and

(d) 7 nominated representatives, being:-

(i) 5 representatives of the Scottish Professional Football League, one of whom shall be its Chief Executive for the time being;

(ii) 1 representative of the Scottish Highland Football League; and

(iii) 1 representative of the Scottish Lowland Football League.

64.3.2 In order to be nominated as one of the 7 nominated representatives on the Professional Game Board, a candidate shall:-

(a) be (i) an office-bearer, secretary, director or member of the board of management or committee of a full member which is a professional club and must be listed as such in the Official Return of such full member or (ii) be a member of the board of management or committee of the league he represents and must be listed as such in the Official Return of such league;

(b) without prejudice to Article 64.3.2 (a) not be listed in the Official Return of more than one club in full membership; and

(c) not be participating as a player or a referee in Association Football and, in the case of a person who was formerly such a participant, the Board must be satisfied that he has permanently ceased so to be.

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

64.3.3 Subject to his annual nomination, each of the nominated representatives on the Professional Game Board shall serve for a continuous period of 4 years. At the expiry of such period, the relevant member must stand down from office and shall be eligible to stand for re-nomination.

64.3.4 The Professional Game Board shall annually elect two of its 7 nominated representatives to sit on the Board. Such persons shall serve on the Board in accordance with Article 61. For the avoidance of doubt, in any such election processes, each position on the Board to be filled shall be elected separately and none of the nominated representatives on the Professional Game Board can nominate himself to be the representative(s) of the Professional Game Board on the Board. It will not be competent for the Office-Bearers or the Chief Executive to nominate or to vote in relation to any election under this Article 64.3.4 unless there is a tied vote in which event there will be a second ballot in which process the Office-Bearers and the Chief Executive will be entitled to participate and to vote. If after such second ballot there remains a tied vote, the Board will determine the

identity of the relevant nominee to the Board.

64.4 The Non-Professional Game Board

64.4.1 The Non-Professional Game Board, which shall be responsible for driving the development of the non-professional game in Scotland, shall comprise:-

(a) the President;

(b) the Vice-President;

(c) the Chief Executive; and

(d) 8 nominated representatives, being 1 representative of each of the 6 Affiliated National Associations, 1 representative of the East of Scotland Football League, and 1 representative of the South of Scotland Football League.

64.4.2 In order to be nominated as one of the 8 nominated representatives on the Non-Professional Game Board, a candidate will in the case of a representative of the East of Scotland Football League or a representative of the South of Scotland Football League be an office bearer, secretary, director or member of the board of management or committee of a full member club in the East of Scotland Football League or the South of Scotland Football League and listed as such on the Official Return of such club and comply with Article 51.1.3 (b),; and in the case of the representatives of the Affiliated National Associations, will meet the eligibility criteria set out in Article 51.3.5.

64.4.3 Each of the nominated representatives on the Non-Professional Game Board shall serve for a continuous period of 1 year. At the expiry of such period, the relevant member must stand down from office and shall be eligible to stand for re-nomination.

Each of the bodies nominating the nominated representatives on the Non-Professional Game Board shall be entitled to nominate one alternate to attend meetings of the Non-Professional Game Board in the absence of the elected representative. Such alternate to comply with the eligibility criteria set out in Article 64.4.2.

64.4.4 The Non-Professional Game Board shall elect one of its 8 nominated representatives to sit on the Board. Such person shall serve on the Board in accordance with Article 61. For the avoidance of doubt, in any such election process, none of the nominated representatives on the Non-Professional Game Board can nominate himself to be the representative of the Non-Professional Game Board on the Board. It will not be competent for the Office-Bearers or the Chief Executive to nominate or to vote in relation to any election under this Article 64.4.4 unless there is a tied vote in which event there will be a second ballot in which process the Office-Bearers and the Chief Executive will be entitled to participate and to vote. If after such second ballot there remains a tied vote, the Board will determine the identity of the nominee to the Board.

65. The Judicial Panel

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

65.2 Without prejudice to Article 63 the Board shall have the power to appoint the Judicial Panel, which together with any tribunal appointed from it, and together with any officers, persons or bodies with

functions in terms of the Judicial Panel Protocol, shall be entitled to exercise any powers conferred on it or them under these Articles and the Judicial Panel Protocol.

65.3 All persons or bodies who are subject to the jurisdiction of the Articles shall act in accordance with, and are subject to, the provisions of the Judicial Panel Protocol, including any Decisions or Determinations (as defined in the Judicial Panel Protocol) arising therefrom.

65.4 The Judicial Panel shall comprise such persons as are appointed to serve on it by the Scottish FA from time to time. Such persons need not be members of the Congress.

65.5 The fact of membership of the Scottish FA shall constitute an agreement by a member that it, or any body or person interested through such member, shall submit (and/or agree to submission of) such complaints, breaches, claims, disciplinary matters, appeals and/or disputes as are specified in the Judicial Panel Protocol to the jurisdiction of the Judicial Panel and shall not be permitted to take such differences or questions to a court of law.

65.6 The Board shall be entitled to promulgate and amend the Judicial Panel Protocol, provided that any amendments to the Judicial Panel Protocol made by the Board shall require the approval in writing of the Independent Scrutineers.

65.7 The Scottish FA shall appoint a Compliance Officer (as defined in the Judicial Panel Protocol) who shall have the powers and responsibilities as provided in the Judicial Panel Protocol.

66. Proceedings of the Board

66.1 The Board shall have power to promulgate from time to time Board Protocols regulating the proceedings of the Congress, the Board, the Professional Game Board, the Non-Professional Game Board, the Committees and sub-committees. Such Board Protocols may, in addition, set out the nature and extent of any delegation of powers to the Professional Game Board, the Non-Professional Game Board, the Committees and sub-committees.

66.2 Subject to the provisions of these Articles, the Board may regulate its proceedings as it thinks fit.

66.3 The Board shall meet as considered appropriate by the Board in accordance with the Act and at least 7 days' clear notice of a meeting shall be required to be given, save where each Director agrees to a shorter notice period.

66.4 The President (or in his absence the Vice President) shall act as the chairman of meetings of the Board.

66.5 The quorum for a meeting of the Board shall be 4, provided that at least two of the President, the Vice-President and the Chief Executive must be present for a meeting to be quorate.

66.6 If a quorum is not present within half an hour of the time for which the meeting was called or ceases to be present thereafter, the meeting ("**the first meeting**") shall be adjourned to the same day in the next week and at the same time and place. The Scottish FA shall give notice to each Director who did not attend the first meeting requiring him either to attend the adjourned meeting of the Directors or to state in writing his views on the matter to be discussed at that meeting.

66.7 Questions arising at any meeting of the Board, the Professional Game Board, the Non-Professional Game Board or a Committee or sub-committee shall be determined by a majority of votes of the Directors or the members of the Professional Game Board, the Non-Professional Game Board or the relevant Committee or sub-committee (as the case may be) present and entitled to vote, and in the case of an equality of votes the chairman, in addition to his deliberative vote, shall have a casting

vote. Voting at meetings of the Board, the Professional Game Board, the Non-Professional Game Board or a Committee or sub-committee shall be by show of hands and, on any resolution, each Director or member of the Professional Game Board, the Non-Professional Game Board or the relevant Committee or sub-committee (as the case may be) shall have one vote.

66.8 A resolution in writing signed by all of the Directors entitled to receive notice of a meeting of directors or by all of the members of the Professional Game Board, the Non-Professional Game Board or a Committee or sub-committee entitled to receive notice of a meeting of the Professional Game Board, the Non-Professional Game Board or the relevant Committee or sub-committee (as the case may be) shall be as valid and effectual as if it had been passed at a meeting of the Directors, the Professional Game Board, the Non-Professional Game Board or the relevant Committee or sub-committee (as the case may be) duly convened and held; it may consist of several documents in the same form, each signed by one or more Directors or members of the Professional Game Board, the Non-Professional Game Board or the relevant Committee or sub-committee (as the case may be).

66.9 All or any of the Directors or the members of the Professional Game Board, the Non-Professional Game Board or a Committee or sub-committee may participate in a meeting of the Directors, the Professional Game Board, the Non-Professional Game Board or the relevant Committee or sub-committee (as the case may be) by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other and provided the relevant quorum as specified elsewhere in these Articles and/or the Board Protocols is participating as aforesaid (notwithstanding that such quorum is not present together in one place) such meeting shall be quorate and subject to the provisions of these Articles the meeting shall constitute a meeting of the Directors, the Professional Game Board, the Non-Professional Game Board or the relevant Committee or sub-committee (as the case may be). A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is located.

66.10 The Scottish FA or the Board shall be entitled to publish in the public press, or in any other manner it shall think fit, reports of its proceedings, acts, resolutions and decisions whether the same shall or shall not reflect on the character or conduct of any recognised football body, club, official, Team Official or other member of Team Staff, player, referee or any other body or person and all of the aforementioned shall be deemed to have assented to such publication and to regard the same as privileged in law.

67. Minutes

The Board shall cause minutes to be prepared recording:-

(a) all appointments of the Honorary Office-Bearers, the Office-Bearers, the Directors, members of the Congress, co-opted persons and the Secretary and other members of the Scottish FA's staff;

(b) the names of the members present at each meeting of the Congress, the Board, the Professional Game Board, the Non-Professional Game Board, the Committees and sub-committees;

(c) all orders made by the Board, the Professional Game Board, the Non-Professional Game Board, the Committees and sub-committees; and

(d) all resolutions and proceedings of general meetings and of meetings of the Board, the

Professional Game Board, the Non-Professional Game Board, the Committees or sub-committees and any such minutes of any meeting of the Board, the Professional Game Board, the Non-Professional Game Board, the Committees or sub-committees or of any general meeting, if signed by the chairman of such meeting or by the chairman of the next succeeding meeting, shall be conclusive evidence of the matters stated in such minutes.

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

68. Validity of Acts

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

69. Secretary

Subject to the provisions of the Act, the Secretary shall be appointed by the Board for such time, at such remuneration and upon such conditions as it may think fit, and any Secretary so appointed may be removed by it. The Board may from time to time by resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting. The Secretary shall ordinarily also serve in the capacity of Chief Executive but, at the entire discretion of the Board, different persons may be appointed to office as the Secretary and the Chief Executive, respectively.

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

70. Indemnity, etc.

70.1 Subject to Article 70.2, every Honorary Office-Bearer, Office-Bearer, Director, ordinary member of the Congress, co-opted person, Secretary, Chief Executive or other officer or employee of the Scottish FA may be indemnified out of the Scottish FA's assets against:-

(a) any liability incurred by that person in connection with any negligence, default, breach of duty or breach of trust in relation to the Scottish FA;

(b) any liability incurred by that person in connection with the activities of the Scottish FA in its capacity as a Trustee of an occupational pension scheme (as defined in Section 236(6) of the Act); and

(c) any other liability incurred by that person as an officer of the Scottish FA,

except such as may happen from his own respective wilful neglects or defaults.

70.2 This Article 70 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

70.3 Without prejudice to the provisions of Article 70.1, the Board shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Honorary

Office-Bearers, Office-Bearers, Directors, ordinary members of the Congress, co-opted persons, Secretary, Chief Executive or other officer or employee of the Scottish FA, or of any other company in which the Scottish FA or any of the predecessors of the Scottish FA has any interest, whether direct or indirect, or which is in any way allied to or associated with the Scottish FA, or of any subsidiary undertaking of the Scottish FA or of any such other company, or who are or were at any time trustees of any pension fund in which any employees of the Scottish FA or of any such other company or subsidiary undertaking are interested, including insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Scottish FA or any such other company, subsidiary undertaking or pension fund.

71. Remuneration and Expenses

71.1 Members of the Congress and, where appropriate, third parties invited to appear before the Congress under Article 50.2, and such other third parties as approved by the Board, shall be entitled to expenses properly incurred by them for attending meetings of the Scottish FA in connection with the discharge of their duties on a scale to be determined by the Board.

71.2 The Directors (specifically excluding the Chief Executive) and, where appropriate, co-opted persons shall be entitled to such remuneration as the Scottish FA may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

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

72. Liberty to Contract

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

COMMERCIAL AND FINANCIAL

73. Commercial Arrangements

73.1 The Board may approve contracts on behalf of the Scottish FA with commercial sponsors, broadcasters, publishers and others for the benefit of members and Association Football generally or otherwise as required by law.

73.2 Any such contracts shall be binding upon each member subject to the terms of any sponsorship or other commercial contract of a member previously approved by the Scottish FA and in force on the date any such contract is entered into by the Scottish FA. Where there is any conflict between a commercial contract entered into by the Scottish FA and one entered into by a member, the Scottish FA's contract shall prevail and members shall reflect this Article 73 in all of their commercial contracts.

73.3 Such contracts to be entered into on behalf of the Scottish FA shall include:-

(a) central sponsorship of the Challenge Cup Competition or any other competitions organised or promoted by the Scottish FA;

(b) transmission and recording by any means of any match organised or promoted by the Scottish FA;

(c) commercial exploitation of the Scottish FA's name, badge, emblem, trade marks and other intellectual property; and

(d) publications, including sound, video and DVD recordings and such other appropriate media, relating to the history and matches of the Scottish FA.

73.4 Members shall take all reasonable steps to assist in securing compliance by the Scottish FA with its obligations to third parties in implementing the terms of such contracts and, in particular, shall, without prejudice to the foregoing generality, make available appropriate facilities for the transmission or recording by any means of matches organised or promoted by the Scottish FA and for the preparation of publications or official photographs related thereto and shall be deemed to license the use by the Scottish FA of all such transmissions, recordings, publications or official photographs and of any other copyright or other intellectual property rights of members required by the Scottish FA in connection with such transmissions, recordings, publications or official photographs.

73.5 Monies received by the Scottish FA in terms of any contract referred to in this Article 73 shall be apportioned by the Board in its discretion.

73.6 The Board may require any club to provide services and facilities pursuant to any contract relating to sponsorship of the Challenge Cup Competition or any other competitions organised or promoted by the Scottish FA.

74. Sponsorship

74.1 Any recognised football body, club, official, Team Official or other member of Team Staff, player or referee contemplating any form of sponsorship shall procure that the requirements of the Scottish FA pursuant to these Articles and the Challenge Cup Competition Rules shall take precedence over any of its obligations to the contemplated sponsor and that such obligations will be harmonised and be consistent with the requirements of the Scottish FA.

74.2 No recognised football body shall be permitted to change its name to one which could be associated with a sponsor or with any commercial enterprise or product or to assume a name which could be similarly associated.

75. Execution and Authentication of Documents

75.1 Every deed, contract, document, instrument or other writing shall be subscribed on behalf of the Scottish FA in accordance with the requirements of the Act.

75.2 Any Director or the Secretary or any person appointed by the Board shall have power to authenticate any documents affecting the constitution of the Scottish FA, any resolutions passed by the Scottish FA, and any books, records, documents and accounts relating to the business of the Scottish FA, and to certify copies thereof or extracts therefrom as true copies or extracts. Where any books, records, documents or accounts are elsewhere than at the Office, the officer, servant or

agent of the Scottish FA having the custody thereof shall be deemed to be a person appointed by the Board as aforesaid. A document purporting to be a copy of a resolution, or a copy of or an extract from the minutes of a meeting of the Scottish FA or of the Board, the Professional Game Board, the Non-Professional Game Board or any Committee or sub-committee which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Scottish FA upon the faith thereof that such resolution has been duly passed or, as the case may be, that such minutes or extract is a true and accurate record of proceedings at a duly constituted meeting.

76. Financial Accounts

76.1 The Board shall cause accounting records to be kept in accordance with the requirements of the Act. The accounting records shall be kept at the Office or, subject to the provisions of the Act, at such other place or places as the Board shall think fit.

76.2 The Board may from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records or other books or documents of the Scottish FA or any of them shall be open to the inspection of members and no member shall have any right of inspecting any accounting records or other books or documents of the Scottish FA except as conferred by statute or authorised by the Board or by the Scottish FA in general meeting.

76.3 At the Annual General Meeting in every year the Board shall in accordance with the provisions of the Act lay before such meeting an income and expenditure account for the period since the last preceding accounting reference date of the Scottish FA, together with a proper balance sheet as at the same date as such account. In cases where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year, the amount of any such item may be so distributed. Every such balance sheet shall be signed by any two Directors, and shall be accompanied by proper reports of the Board and the Scottish FA's auditors, and copies of such account, balance sheet and reports all of which shall be stated in accordance with any statutory requirements for the time being in force and of any other documents required by law to be annexed or attached thereto or to accompany the same shall, not later than the end of the period for filing of such account, balance sheet and reports prescribed by the Act or, if earlier, the date on which the Scottish FA actually delivers such account, balance sheet and reports to the Registrar of Companies be delivered or sent by post to all persons entitled to receive notices of general meetings in accordance with the Act in the manner in which notices are in terms of these Articles directed to be served, and to UEFA.

77. Audit

77.1 In accordance with the provisions of the Act, at least once in every year the accounts of the Scottish FA shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditor or auditors.

77.2 Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act, the Directors being treated for all purposes as the directors mentioned in those provisions.

PLAYERS

78. Status

78.1 A player shall be either an amateur or a professional. A player who has never received any remuneration or consideration other than for the actual expenses incurred during the course of his participation in or for any activity connected with Association Football shall be regarded as amateur. A player who is registered with the Scottish FA as a professional or who has ever received or is receiving, in respect of his participation in or an activity connected with Association

Football, remuneration or consideration of any sort above or in addition to his necessary hotel and travelling expenses actually paid and the necessary provision of his playing equipment and insurance, shall be regarded as professional. A player who takes part in a football contest for a money prize shall be deemed to be professional. When a player is registered as a professional he immediately loses his status as an amateur.

78.2 Medical fees incurred in connection with an injury sustained by an amateur player while playing for his club may be paid by such club without infringing the player's status as an amateur, and likewise an amateur player may be reimbursed by an insurance company in terms of an existing policy for any period during which he is prevented by incapacity from following his normal course of employment by reason of an injury sustained while playing for such club.

78.3 Reinstatement of a player from professional status to amateur status may only be granted by the Scottish FA. A player of professional status who makes a written application to the Scottish FA to be granted reinstatement from professional status to amateur status may be granted such provided that:-

(a) he is not currently registered for any member club of the Scottish FA; and

(b) a period of not less than 30 days has elapsed since he competed in his last match as a professional.

Any such reinstatement shall not annul any infringement subsequently reported or disclosed to the Scottish FA.

78.4 Reinstatement to amateur status under Article 78.3 may not be granted until a period of 6 months has elapsed from the date upon which any suspension resulting from the infringement expired.

78.5 Reinstatement to amateur status under Article 78.3 shall only apply to the area under the jurisdiction of the National Association named in the application form.

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

79. Subject to Articles and Rules

79.1 A player having signed a registration form shall be subject to and shall comply with these Articles, the Laws of the Game and the rules, procedures and regulations of the Scottish FA, whose decision in all matters in dispute shall be final and binding, subject to any relevant appeals or arbitration procedure available in terms of these Articles, and all registration forms shall display prominently a statement to this effect. Failure to so comply by a player may result in the player being deemed ineligible to play for the club for which he is registered and/or being liable to such penalties or conditions as the Judicial Panel may think proper.

79.2 A player who participates in any match played under the jurisdiction of the Scottish FA shall also be subject to the terms of Article 79.1.

79.3 A player who has signed a registration form or who participates in any match played under the jurisdiction of or with the permission of the Scottish FA shall be subject also to the regulations and authority of UEFA and FIFA and decisions issued by the Court of Arbitration for Sport.

79.4 A player having signed a registration form of any description shall not sign another unless as authorised elsewhere in these Articles. A signing can be made invalid only by declaration of the

Scottish FA.

80. Prohibition on Approach to Registered Player

80.1 Except as otherwise provided by these Articles, the Registration Procedures or such regulations as are issued by FIFA, in connection with the status and transfer of players, from time to time, a club, official, Team Official or other member of Team Staff, Team Scout, player or other person, shall not directly or indirectly induce or attempt to induce a registered player of another club to leave for any purpose whatsoever the club for which he is so registered. Public statements by officials of their interest in registered players of other clubs or by players expressing interest in registered players of other clubs shall be regarded as attempts to induce within the meaning of this Article 80.1.

80.2 Except as otherwise provided by these Articles, no club shall employ a player who is registered for any other club or who has failed to comply with a decision of the Board.

80.3 Except as otherwise provided by these Articles, the Registration Procedures or such regulations as are issued by FIFA, in connection with the status and transfer of players, from time to time, a registered player shall not directly or indirectly through an agent or otherwise communicate with or approach another authorised club or any official or player of another authorised club or other person with the object of negotiating or arranging the transfer of registration of himself or another player of any other authorised club during the currency of his or that other player's contract.

80.4 No member or person instructed by such member shall either directly or indirectly induce or attempt to induce any manager, coach, trainer or other person involved in the training or management of the team of another member to terminate a contract of employment with that other member (whether or not by breach of contract) or either directly or indirectly approach any manager, coach, trainer or other person, as aforesaid, with a view to offering employment without first obtaining the consent in writing of that other member.

81. Reversion of Transfer of Registration Rights

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

82. International Selection

82.1 No player selected to attend any international or other match arranged by the Scottish FA shall refuse to comply with the arrangements for playing in such match or fail to attend such match without good and sufficient cause. No club or official or Team Official or other member of Team Staff shall encourage or instigate or cause such player so to refuse.

82.2 Any player selected to attend any international or other match arranged by the Scottish FA shall comply with these Articles and any statutes, regulations, directives, codes, decisions and International Match Calendar promulgated by the Board, the Professional Game Board, a Committee or sub-committee, FIFA, UEFA or the Court of Arbitration for Sport, including the Anti-Doping Regulations.

83. Not Used.

84. Registration for Competitions

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

85. Representatives of Players and working with Intermediaries

85.1 All clubs and persons under the jurisdiction of the Scottish FA shall be bound by and shall comply with the Intermediary Regulations and the FIFA Intermediary Regulations.

85.2 In respect of any Intermediary Activity all clubs and players must either retain the services of an Intermediary in accordance with the Intermediary Regulations or shall represent themselves. No club or player or Intermediary shall participate in and/or undertake any Intermediary Activity in any other manner. The Judicial Panel will have jurisdiction to deal with any alleged breach of the Intermediary Regulations and to impose sanctions in relation to a breach thereof as prescribed within the Judicial Panel Protocol.

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

86. Communications and Enquiries

86.1 In order that the affairs of the Scottish FA may be conducted without unreasonable hindrance, a recognised football body, club, official, Team Official or other member of Team Staff, player, referee or other person under the jurisdiction of the Scottish FA is required to answer a written communication from the Scottish FA timeously. Any such body or person will comply with all instructions and/or requests regarding delivery of documents or any other form of evidence as are issued by the Scottish FA.

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

87. Acceptance of Awards, etc.

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

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

ANTI-DOPING

88. The Anti-Doping Regulations

88.1 All players, recognised football bodies, clubs, officials, Team Officials, Team Staff, referees and other persons under the jurisdiction of the Scottish FA are bound by and are required to comply in all respects with the provisions of the Anti-Doping Regulations.

88.2 Any allegations that Article 88.1 and the provisions of the Anti-Doping Regulations have been breached shall be considered and determined by the Scottish FA (or its designee) in accordance

with the terms of the Anti-Doping Regulations.

88.3 The Scottish FA (or its designee) shall have the power to impose such penalties as are specified in the Anti-Doping Regulations for any breaches of this Article 88 and of the Anti-Doping Regulations.

88.4 If it is established that a breach of the Anti-Doping Regulations has occurred, the Scottish FA (or its designee) shall impose such penalties and consequences as are provided in the Anti-Doping Regulations. Any such decision is subject to the appeal rights and mechanisms outlined in the Anti-Doping Regulations.

88.5 All suspensions imposed for any breach of Article 88 and the Anti-Doping Regulations shall be regulated strictly in accordance with the provisions of the Anti-Doping Regulations.

REFEREES

89. Referees

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

90. Register of Referees

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

90.2 Unless the rules of a European or other competition prescribe to the contrary, or unless the Scottish FA gives permission to the contrary, every match in which a club in full membership is engaged within Scotland shall be controlled by a Referee whose name is included within the List of Referees. All other matches which are played under the jurisdiction of the Scottish FA in which one or both clubs are in registered membership shall be controlled by a referee who is a registered referee, and any exception to this Article 90.2 shall only be allowable at the discretion of the Referee Committee.

90.3 The Scottish FA will use its reasonable endeavours to facilitate the appointment(s) of match officials to matches as specified in Article 90.2, and those matches played under the jurisdiction of the Scottish Junior FA and Scottish Women's Football.

91. Participation as a Player or Representative of a Recognised Football Body

91.1 A referee whose name is included in the List of Referees shall not be eligible to take part in any match as a player or to be nominated as a representative of a recognised football body or club as prohibited in terms of these Articles unless he has officially resigned as a registered referee and from membership of his Referees' Association and has satisfied the Referee Committee that he has permanently ceased to be a referee.

91.2 All other registered referees may participate in football as a player or as a representative of a recognised football body or club, provided that to do so is not contrary to these Articles and that

there is no conflict of interest between his role as a referee and his role as a player, Team Official or other member of Team Staff or official.

91.3 If a referee is suspended as a player, Team Official or other member of Team Staff or official his registration as a referee is suspended for the duration of the period of such suspension.

92. Payment to Referees

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

93. Discussion of Points of Play

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

PENALTIES

94 Judicial Panel's Powers

94.1 No recognised football body, club, official, Team Official or other member of Team Staff, player, referee or other persons under the jurisdiction of the Scottish FA shall bring the game into disrepute.

94.2 Any recognised football body, club, official, Team Official or other member of Team Staff, player, referee or other person under the jurisdiction of the Scottish FA is obliged to comply with the decisions and/or determinations of the Scottish FA (including the Professional Game Board, the Non-Professional Game Board, the Judicial Panel, a Committee and any sub-committee), subject to any right of appeal available to such entity or person pursuant to these Articles.

94.3 When a sentence of expulsion has been passed, the permanency or otherwise of such expulsion shall be a matter for the discretion of the Judicial Panel.

95. Infringement of these Articles

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

96. Other Sanctions

96.1 No recognised football body, club, official, Team Official or other member of Team Staff, player or other person under the jurisdiction of the Scottish FA, reported to the Scottish FA by a referee for

misconduct, or any such body or person, shall, in an interview, a "blog" on the Internet, on a social networking or micro-blogging site, or in any other manner calculated or likely to lead to publicity which is brought to the Scottish FA's attention or of which the Scottish FA becomes aware by whatever manner or means, criticise the performance(s) of any or all match official(s) in such a way as to indicate bias or incompetence on the part of such match official or make remarks about such match official which impinge upon his character.

96.2 No club, official, Team Official, other member of Team Staff or player shall make public comments which relates to a referee who has been appointed to a match involving the club of the official, Team Official, other member of Team Staff or player; such comments having been made by the official, Team Official, other member of Team Staff or player at any time prior to the relevant match.

96.3 Suspension of a referee by an Affiliated National Association or other recognised body shall only be effective within that association or body.

96.4 If a person is debarred by the Scottish FA from taking part in football management, any office held by him in relation to the Scottish FA or its members or other recognised football body shall be immediately vacated.

96.5 No official, Team Official, other member of Team Staff or player shall engage in harassment, either orally or physically, of any of the match officials so officiating, during and/or directly after a match involving the club of the official, Team Official, other member of Team Staff or player.

96.6 A recognised football body, club, official, Team Official, other member of Team Staff, player or other person under the jurisdiction of the Scottish FA shall, at all times, act in the best interests of Association Football and shall not act in any manner which is improper or use any one, or a combination of, violent conduct, serious foul play, threatening, abusive, indecent or insulting words or behaviour.

97. Failure to Pay a Fine

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

98. Not Used.

RESOLUTION OF DISPUTES BETWEEN MEMBERS

99. Arbitration

General

99.1 This Article 99 comprises an agreement by parties who are subject to the jurisdiction of the Scottish FA, to submit disputes of certain natures, as specified in more detail below, to arbitration. It is important for parties to understand that the resolution of any dispute under this Article 99 comprises

resolution by arbitration. Accordingly the provisions of the Arbitration (Scotland) Act 2010 ("**the 2010 Act**"), together with the Scottish Arbitration Rules which form Schedule 1 to the 2010 Act (with the exception of default rules which are disapplied by this Article 99) must be considered together with this Article 99, together with any amendments to the said Act and/or any other statutory or other provisions which may be relevant to the conduct of an arbitration in Scotland.

99.2 It is also important for parties to recognise that arbitrations under this Article 99 provide for resolution by an independent arbitral tribunal. The role of the Scottish FA and officers thereof, arises (in disputes which do not involve the Scottish FA) in respect of the *appointment* of tribunals. In respect of any jurisdictional matter, which cannot be agreed between the parties, such matters shall be determined by the arbitral tribunal, who shall have available the powers provided to them in this Article 99 and in the 2010 Act or otherwise by the law of Scotland. The Scottish FA may, in its appointment role, point out to parties an obvious jurisdictional issue, or an obvious conflict issue (for instance in a party's nomination of an arbitrator in terms of this Article) or otherwise. Insofar as a party does not agree with the Scottish FA in such circumstances, then the appointment of the tribunal shall proceed and the tribunal shall resolve the matter. Where the Scottish FA has raised such a matter with a party, and the party declines to take a step suggested by the Scottish FA, an arbitral tribunal may take such into consideration in any award of costs.

99.3 In respect of all arbitrations conducted under this Article 99, the law governing the arbitration shall be the law of Scotland and the seat of the arbitration shall be Scotland.

99.4 Where a player, official, referee, club, league or association has the right to refer a dispute to any recognised football body, then such dispute shall be so referred to such recognised football body and any appeal shall proceed in accordance with the provisions of Paragraph 14.4 of the Judicial Panel Protocol. Similarly appeals against Determinations of a Disciplinary Tribunal, disciplinary committee or a Club Licensing determination shall proceed in accordance with the relevant provisions of Paragraph 14 of the Judicial Panel Protocol. Where such a right of appeal exists to the Judicial Panel or tribunals appointed therefrom, then such matters shall not be referred to arbitration under this Article 99.

Definitions

99.5 An "**associated person**" shall have the definition ascribed to it in Article 1.1.

99.6 A "**Scottish FA Dispute**" in this Article 99 shall be any dispute or difference (with the exception of a matter which falls within the supervisory jurisdiction of the Court of Session, and with the exception of any matter for which the Judicial Panel or tribunals appointed therefrom have jurisdiction under these Articles) with the Scottish FA.

99.7 A "**Football Dispute**" in this Article 99 shall be a dispute between or among members and/or any associated person(s) arising out of or relating to Association Football (with the exception of a matter which falls within the supervisory jurisdiction of the Court of Session, and with the exception of any matter for which the Judicial Panel or tribunals appointed therefrom have jurisdiction under these Articles).

99.8 Other definitions shall have the meaning ascribed to them elsewhere in the Articles.

Scottish FA Dispute Arbitrations

99.9 The fact of membership of the Scottish FA and/or the submission to the jurisdiction of the Articles and/or association with such member by an associated person shall constitute an agreement by a member; and/or an associated person and/or the Scottish FA that such member and/or associated person and/or the Scottish FA shall settle a Scottish FA Dispute by arbitration conducted in accordance with Articles 99.9 to 99.12.

99.10 Failing agreement, in respect of a Scottish FA Dispute, the arbitrator shall be selected and appointed by the Chairman of the Chartered Institute of Arbitrators (Scottish Branch) or by the President of the Law Society of Scotland or by the Executive Director or the Chairman of Sports Resolutions (UK) (a trading name of Sports Dispute Resolution Panel Limited, company no. 03351039, registered at 1 Salisbury Square, London, EC4Y 8AE) ("Sport Resolutions"). Where appointment is by Sport Resolutions, Sports Resolution's Arbitration Rules, as amended by Sports Resolutions from time to time (http://www.sportresolutions.co.uk/page.asp?section=56&sectionTitle=Arbitration), shall apply, save that (1) all such arbitrations shall follow the Full Arbitration Procedure; and (2) their provisions regarding the seat, applicable law, and statutory regime shall be deleted, so that the the law governing the arbitration shall be the law of Scotland and the seat of the arbitration shall be Scotland, and the Arbitration (Scotland) Act 2010 (as amended), shall apply.

99.11 With reference to Schedule 1 of the Arbitration (Scotland) Act 2010, Rules 11, 22, 26, 41, 43, 46 and 69 of the Scottish Arbitration Rules shall not apply.

99.12 A member, an associated person and/or the Scottish FA shall not take a Scottish FA Dispute to a court of law except with the prior approval of the Board. For the avoidance of doubt, this Article 99.12 does not prevent a member, associated person and/or the Scottish FA from raising proceedings for time bar purposes, subject to such proceedings being sisted at the earliest opportunity for resolution in accordance with this Article 99.

Football Dispute Arbitrations

99.13 The fact of membership of the Scottish FA and/or the submission to the jurisdiction of the Articles and/or association with such member by an associated person shall constitute an agreement by (i) a member; and/or (ii) an associated person that such member and/or associated person shall settle a Football Dispute by arbitration conducted in accordance with Articles 99.13 to 99.29.

99.14 A Football Dispute shall not be referred under these provisions where (i) the Scottish FA (including the Judicial Panel and any Committee or sub-committee) has power to determine a dispute or other issue in accordance with a different provision of these Articles or the Judicial Panel Protocol; or (ii) the member or associated person has not taken every possible step to have the Dispute resolved in accordance with these Articles or rules of the Scottish FA and appeals processes contained therein.

99.15 A member or an associated person may not take a Football Dispute to a court of law except with the prior approval of the Board. For the avoidance of doubt, this Article 99.15 does not prevent a member or associated person from raising proceedings for time bar purposes, subject to such proceedings being sisted at the earliest opportunity for resolution in accordance with this Article 99.

99.16 The submission of a Football Dispute to arbitration by a member or associated person ("**the Referring Party**") shall be lodged in writing by delivery to the Secretary and, at the same time, to the other party or parties to the Football Dispute of a notice to refer to arbitration (a "**Notice to Refer**"), which notice shall include (i) the nature and a brief description of the dispute and of the parties involved; (ii) details of where and when the dispute has arisen; (iii) the nature of the redress which is sought; and (iv) the names and addresses of the parties to the contract (including, where appropriate, the addresses which the parties have specified for the giving of notices). The last date on which the Notice to Refer is served on the other parties and the Secretary shall be deemed to be the date on which the arbitral proceedings are commenced.

99.17 Where a Football Dispute has been referred to arbitration, each such member or any associated person involved in the Football Dispute shall submit to the jurisdiction of the Tribunal and shall adhere to the provisions in this Article 99.

99.18 The Scottish FA shall maintain a list of qualified candidates ("**the Tribunal Candidate List**") to sit as arbitrators in tribunals to determine Football Disputes referred in accordance with this Article 99. The Secretary is authorised by the Board to appoint members of the Tribunal Candidate List for the purposes of this Article 99.

99.19 Any arbitration referred to arbitration in accordance with this Article 99 shall be conducted pursuant to the following provisions:-

(a) upon receipt of a Notice to Refer by the Secretary, the Secretary, or his nominee, shall send notice ("**the Secretary's Notice**") to the Referring Party and to any other party or parties with an interest in the Dispute ("**the Respondents**" and, together with the Referring Party, "**the Parties**") which notice shall include (i) a copy of the Notice to Refer; (ii) a list of the component members of the Tribunal Candidate List; (iii) a copy of the provisions of this Article 99; and (iv) an invitation to the Parties to nominate or agree to the appointment of arbitrators in accordance with this Article 99.19;

(b) the arbitral tribunal ("**the Tribunal**") may consist of three arbitrators. If so, each Party shall nominate an individual from the Tribunal Candidate List as its arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator who shall be or has been a solicitor or advocate or member of the judiciary (Sheriff Court or Court of Session) of not less than 10 years' standing (including cumulatively in a combination of the said functions) and who shall act as chairman of the Tribunal ("**the Tribunal Chairman**"). The Tribunal Chairman shall generally be a suitable person appointed from the Tribunal Candidate List, but may, where appropriate, be a solicitor or advocate, or member of the judiciary (Sheriff Court or Court of Session) of not less than 10 years' standing (including cumulatively in a combination of the said functions) who is not included in the Tribunal Candidate List;

(c) if either Party fails to nominate an arbitrator within 14 days of receiving the Secretary's Notice, such arbitrator(s) shall be appointed from the Tribunal Candidate List by the Secretary, or his nominee. In such circumstances, the Secretary or his nominee shall have the power in his sole discretion to appoint a single arbitrator or a panel of three arbitrators;

(d) if the two arbitrators nominated by the Parties fail to agree upon the appointment of a third arbitrator within 14 days of the appointment of the second arbitrator, the third arbitrator shall be appointed by the President of The Law Society of Scotland at the written request of either Party or the Secretary. The Party so requesting shall initially bear the nomination fee, but the Tribunal shall in its sole discretion have the power to order that the nomination fee is paid or repaid by any Party;

(e) the Parties may agree to appoint jointly a single arbitrator from the Tribunal Candidate List. If so, the Parties shall nominate such single arbitrator within 14 days of receiving the Secretary's Notice; failing which the single arbitrator shall be appointed by the Secretary. Such a single arbitrator shall generally be a suitable person appointed from the Tribunal Candidate List, but may, where appropriate, be a person who is not included in the Tribunal Candidate List;

(f) if any arbitrator appointed by a Party, the Secretary, or the President of The Law Society of Scotland shall die, refuse to act or become incapacitated from acting prior to the making of an award, a further arbitrator shall be appointed to replace him in the same manner as such original arbitrator was appointed. The provisions of Article 99.19(c) shall apply to a replacement appointment by a Party with notice of the death, refusal or incapacity of the original arbitrator being substituted for the Secretary's Notice; and

(g) with reference to Schedule 1 of the Arbitration (Scotland) Act 2010, the default rules of the Scottish Arbitration Rules shall be modified or disapplied, so as to comply with the express

rules of this Article 99. Rules 11, 22, 26, 41, 43, 46 and 69 of the Scottish Arbitration Rules shall not apply.

99.20 As soon as practicable after it has been convened the Tribunal may convene a meeting with the Parties or their representatives.

99.21 The Tribunal may adopt such procedures as it considers appropriate for the resolution of the Football Dispute to ensure its just, expeditious, economic, and final determination and may proceed by way of oral hearing or by written submission and by such manner of evidence as it considers appropriate. Any award or procedural decision of the Tribunal shall if necessary be made by a majority and, in the event that no majority may be formed, the Tribunal Chairman shall make his determination as if he were a sole arbitrator.

99.22 The Tribunal may make interim awards or part awards on different issues at different times.

99.23 If, before the award is made, the Parties agree on a settlement of the Football Dispute, the Tribunal shall either issue an order for termination of the reference to arbitration or, if requested by both Parties and accepted by the Tribunal, record the settlement in the form of an award on joint consent, and in such case the award shall be treated as an Arbitral award. The Tribunal shall then be discharged and the reference to arbitration concluded subject to payment by the Parties of any outstanding fees and expenses of the Tribunal.

99.24 The Tribunal shall have the power to assess and grant an award and/or damages, and interest thereon, and make such other order as it deems appropriate in its reasonable discretion.

99.25 The Tribunal shall have the power to make such order against one or more of the Parties as it considers appropriate as to the costs of the arbitration, which shall include the fees and expenses of the arbitrators and of any hearings (including any administrative costs) and the Parties' expenses and outlays of the Scottish FA (which shall follow the direction of the Tribunal Chairman and shall be as agreed by the Parties and the Scottish FA or, failing such agreement, as determined by means of taxation, on the application of the Parties or the Scottish FA to the auditor of the sheriff court at Glasgow and the Parties and the Scottish FA agree that the Tribunal shall have the power to order a Party to pay the costs of the taxation) in the arbitration. For the avoidance of doubt, the whole costs, expenses and outlays of the arbitration, including the Tribunal's fees and outlays and any reasonable fees and outlays incurred by the Scottish FA, shall be borne by the Parties.

99.26 In the event of default by either Party in respect of any procedural order of the Tribunal, the Tribunal shall have power:-

(a) to debar that Party from further participation in the arbitration; and/or
(b) to proceed with the arbitration and deliver its award.

99.27 None of the Tribunal, the Tribunal's clerk (if any), the Secretary, nor the Scottish FA shall be liable to any Party for any act or omission in connection with any arbitration in respect of a Football Dispute conducted under this Article 99, unless the act or omission is in bad faith, and any employee or agent of the Scottish FA is similarly protected from any such liability.

General provisions

99.28 Any SFA Dispute or Football Dispute decided under the procedure referred to in this Article 99 shall be final and binding on the Parties.

99.29 For the avoidance of doubt, the parties to any arbitration established pursuant to this Article 99 agree to renounce their respective rights of appeal, save in respect of the mandatory provisions of the Arbitration (Scotland) Act 2010 in respect of challenging awards, or as otherwise expressly provided in this Article 99.

NOTICES

100. Notices

100.1 Any notice to be given to or by any person pursuant to these Articles shall be in writing, except that a notice calling a meeting of the Board need not be in writing.

100.2 The signature on any notice required to be given by the Scottish FA may be typed or printed or otherwise written.

100.3 A notice may be served by the Scottish FA upon any member or upon any Director, member of the Congress or co-opted person by sending it through the post in a prepaid letter addressed to such member or person at its registered address (in the case of a body corporate, which expression shall include unincorporated associations of persons) or such address (home or business) as shall be nominated for the purpose, failing which the last address known to the Scottish FA for the relevant member or person (in the case of an individual), or by electronic communication. Notwithstanding the foregoing, the Scottish FA shall assess entitlement to any expenses claimed by individuals by reference to their respective nominated addresses. All such individuals shall be obliged to notify such addresses (together with any changes) and their personal e-mail addresses to the Scottish FA in writing. By furnishing their details to the Scottish FA, all persons consent to the inclusion of their nominated addresses and contact information in the Scottish FA's Handbook from time to time.

100.4 Any notice sent by post shall be deemed to have been served on the day following that on which the envelope containing the same was posted, and in proving such service it shall be sufficient to produce a certificate that the envelope containing the notice was properly addressed and duly posted. Any notice served by electronic communication will be deemed to be served at the time a read receipt has been sent in relation to it.

100.5 Where a given number of days' notice or notice extending over any period is required to be given, neither the day for which notice is given nor the day of service (i.e. the day following that upon which the envelope containing same was posted) shall be included in such number of days or other period.

100.6 The accidental omission to give notice of a meeting to, or the non-receipt of a notice for any meeting of the Scottish FA by any member or any member of the Congress, co-opted person, Director or any person entitled to receive notice shall not invalidate the proceedings at such meeting.

100.7 A member present at any meeting of the Scottish FA shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

100.8 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Scottish FA is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by electronic communication.