

**THE COMPANIES ACTS 1862 TO 1989  
COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**  
  
**OF**

**THE SCOTTISH FOOTBALL ASSOCIATION LIMITED**

**PRELIMINARY**

1. In these Articles the following words bear the following meanings unless the context requires otherwise:-

"the Act"	shall mean the Companies Act 1985 as amended by the Companies Act 1989;
"Affiliated Association"	shall mean an association which is in full or associate membership of the Association other than an Affiliated National Association;
"Affiliated National Association"	shall mean a national association as stated in Article 49;
"Annual General Meeting"	shall mean the annual general meeting of the Association;
"the Articles"	shall mean these Articles of the Association;
"associate member"	shall mean a club or association which has been admitted as an associate member in accordance with Articles 6.2 and 6.3 and the expression "associate membership" shall be construed accordingly;



"the Association"	shall mean The Scottish Football Association Limited;
"Association Football"	shall mean any football played under the jurisdiction of F.I.F.A. and in accordance with the laws of the game as determined by the International Football Association Board;
"authorised club"	shall mean a "club" as defined herein and any other football club in membership of a national association which is in membership of F.I.F.A.;
"the Challenge Cup Competitions"	shall mean the Challenge Cup Competitions of the Association comprising the competitions for "The Scottish Association Qualifying Cup (North)", "The Scottish Association Qualifying Cup (South)" and "The Scottish Association Cup";
"the Challenge Cup Competition Rules"	shall mean the rules laid down by the Association governing the conduct of the Challenge Cup Competitions;
"club"	shall mean a football club playing Association Football in accordance with the provisions set out in Article 6;
"Committee"	shall mean a committee of the Association constituted in accordance with Article 65;
"the Council"	shall mean the Council of the Association for the time being and from time to time as constituted in accordance with the Articles;
"Disciplinary Procedures"	shall mean the disciplinary procedures of the Association as promulgated by Council from time to time to deal with incidents and/or acts of misconduct occurring at a match;
"Extraordinary General Meeting"	shall mean an extraordinary general meeting of the Association;
"F.I.F.A."	shall mean Federation of International Football Associations;

"the First Vice-President"	shall mean the First Vice-President of the Association elected in terms of Article 39 or appointed in terms of Article 50.1;	"official"	shall mean any person having a function or duty or position involving authority or trust within a club or recognised football body;
"full member"	shall mean a club or association which is a full member of the Association and the expression "full membership" shall be construed accordingly;	"Official Return"	shall mean the annual return of particulars submitted by full and associate members together with all changes from time to time to such return as are permitted by the Council all as set out in Article 10;
"general meeting"	shall mean a general meeting of the Association;	"ordinary member of the Council"	shall mean a member of the Council other than the Honorary Vice-Presidents and the Office-Bearers, appointed in terms of any of Articles 46, 47, 48, 49.2, 50.2 or 50.3;
"Honorary Office-Bearer"	shall mean an Honorary President or an Honorary Vice-President;	"player"	shall mean a player participating in Association Football under the jurisdiction of the Association;
"Honorary President"	shall mean an Honorary President of the Association elected in terms of Article 39;	"the President"	shall mean the President of the Association elected in terms of Article 39 or appointed in terms of Article 50.1;
"Honorary Vice-President"	shall mean an Honorary Vice-President of the Association elected in terms of Article 39;	"recognised football body"	shall mean 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 Association in terms of Article 80, or such bodies or persons as may be formed with the consent of an Affiliated National Association in terms of Article 80.1;
"junior club"	shall mean a club in membership of the Scottish Junior Football Association;	"referee"	shall mean a referee who is a member of the Association's Registration Scheme for Referees;
"match official"	shall mean a referee and/or an assistant referee and/or a 4th official;	"referee supervisor"	shall mean a person appointed by the Referee Committee in consultation with the Chief Executive to fulfil the duties and powers assigned to him by the Referee Committee;
"member"	shall mean a full member and/or an associate member and/or a registered member of the Association and the expression "membership" shall be construed accordingly;	"registered member"	shall mean a club or association which has been admitted as a registered member of the Association in accordance with the provisions of Article 6.1 and the
"members of the Council"	shall mean the Office Bearers, the Honorary Vice-Presidents and the ordinary members of the Council;		
"the Memorandum"	shall mean the memorandum of association of the Association;		
"National Association"	shall mean a national association in membership of F.I.F.A.;		
"Office"	shall mean the registered office of the Association;		
"Office-Bearers"	shall mean the President, the First Vice-President, the Second Vice-President and the Treasurer;		

“Register of Competitions”

expression “registered membership” shall be construed accordingly;

shall mean the list of approved leagues and competitions which is compiled annually in accordance with Article 80.3;

“Registration Scheme for Referees”

shall mean the roll maintained by the Association of all qualified and registered referees in membership of a referees’ association who participate in Association Football under the jurisdiction of the Association;

“the Scottish Football League”

shall mean the unincorporated association of football clubs called The Scottish Football League, having its principal office at 188 West Regent Street, Glasgow G2 4RY;

“the Scottish Premier League”

shall mean the combination of association football clubs known as The Scottish Premier League, operating under and administered and managed by The Scottish Premier League Limited a company incorporated under the Companies Act 1985 (Registered No. 175364) and having its Registered Office at Saltire Court, 20 Castle Terrace, Edinburgh EH1 2EN, and any successor thereto from time to time; where the context admits, references in the Articles to the Scottish Premier League shall be deemed to include The Scottish Premier League Limited;

“the seal”

shall mean the common seal of the Association;

“the Secretary”

shall mean the Secretary of the Association appointed by the Council in accordance with Article 57 and shall include subject to the provisions of the Act an assistant or deputy Secretary appointed in terms of Article 57;

“Standing Committee”

shall mean a committee consisting of members of the Council formed in terms of Article 65 and so identified in the Standing Orders of the Council;

“Standing Orders”

shall mean the conditions set out by Council in terms of Article 60 regulating the proceedings at meetings of the Council and of Committees and the delegation of powers to such Committees;

“the Treasurer”

shall mean the Treasurer of the Association elected in terms of Article 39 or appointed in terms of Article 50.1;

“U.E.F.A.”

shall mean Union of European Football Associations.

1.1 Save as aforesaid and unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Act.

1.2 A reference to any statute or provision of a statute includes a reference to any statutory modification or re-enactment of it for the time being in force and from time to time.

1.3 Unless the context otherwise requires words importing the singular only shall include the plural and vice versa, words importing any gender shall include all genders and words importing natural persons shall include corporations.

1.4 Reference to an Article is to an Article of the Articles.

1.5 The headings are inserted for convenience only and shall not affect the construction of the Articles.

2. 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 Association under any former enactment relating to companies shall not apply to the Association.

# MEMBERSHIP

3. The aggregate number of full or associate members of the Association shall be restricted to 200 and the Council may from time to time register an increase of such members within that limit.

4. Members shall be of three classes - full members, associate members and registered members.

5. All members shall be subject to the Articles and to any regulations or decisions promulgated by the Council or by a Committee or by F.I.F.A. or U.E.F.A.

# Application & Fees

6. Clubs or associations undertaking to promote Association Football according to the Laws of the Game as settled by the International Football Association Board and the Articles and other rules of the Association may be

admitted as registered members, associate members or full members, subject to the provisions of Articles 6.1 to 6.6.

6.1 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 or participation in an association, league or other combination of clubs formed in terms of Article 80 and in the case of an association by being formed in terms of Article 80 provided it is not already an associate or 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 an associate member.

6.2 A club or association desiring to qualify for full membership of the Association must first be admitted as an associate member. A club cannot be admitted as an associate member:

- (1) unless it has a ground completely barricaded in such a manner as to prevent spectators gaining access thereto without payment and complying in all respects with the provisions of applicable legislation; or
- (2) unless suitable dressing and hygiene accommodation is provided inside the barricade consisting of 5 rooms at least and giving direct and protected access to the playing area; or
- (3) if it is a member of any other National Association.

6.3 Applicants for associate membership shall use such printed forms as shall from time to time be prescribed by the Council. All applications for associate membership shall be considered and decided by the Council and the Council's decision on the matter shall be final. Applications for associate 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 Council may require, a remittance for the amount of the entrance fee and the annual subscription for the current playing season. The entrance fee for associate membership shall be £1,000.

6.4 A club or association accepted as an associate member shall within 7 days thereafter receive from the Secretary a copy of the Memorandum and the Articles and such other rules and regulations of the Association as the Council may from time to time direct. These publications, in particular the Memorandum and the Articles, shall be placed in a convenient place so that any official or player of such associate member, on application, may have access thereto.

6.5 An associate member which has been an associate member for 5 complete successive years may apply at the expiry of that period to become a full member. All applications for full membership shall be considered and decided by the Council and the Council's decision on the matter shall be final.

6.6 The constitutions of all Affiliated Associations, Affiliated National Associations and associations, leagues or other combinations of clubs formed in terms of Articles 80 and 80.1 shall include a provision to the effect that membership of such body confers registered membership of the Association.

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

8. The annual subscription for full members and associate members shall be £1. The annual subscription shall be payable in advance at least 24 hours before the Annual General Meeting.

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

#### *Constitution of Members*

9. Any proposed change or changes in the constitution or in the rules of a full or associate member shall be submitted to the Secretary in writing by recorded delivery letter 28 days before it is proposed that such change or changes should become operative or should be submitted to a general meeting or extraordinary general meeting of the members of such member and shall in all cases be subject to prior approval of the Council.

#### *Official Return*

10. Each full member and associate 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. The Official Return shall include details of all office-bearers, secretary, directors, or members of the board of management or committee of such member, with their full designation, profession, business or occupation and full postal address and also subject to the provisions of Articles 13, 14 and 15 full details of the interest of such member or any 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 Articles 14.3 and 14.4 in any other member. The Council must be satisfied that any such person is fit and proper to hold such position within Association Football. A person will not be deemed fit and proper if:-

- (1) he is bankrupt or has made any arrangement or composition with his creditors generally;
- (2) he is of unsound mind and has been or is to be admitted to hospital as suffering from a mental disorder following an application for admission for treatment under the Mental Health (Scotland) Act, 1984 or Mental Health Act 1983 or a Court having jurisdiction in the United Kingdom or elsewhere has ordered in matters relating to mental disorder his detention or the appointment of a curator bonis or any other person to exercise power with regard to his property or affairs;

- (3) he is under or is pending suspension imposed or confirmed by the Association;
- (4) he is listed in the Official Return of another club in full or associate membership;
- (5) he is currently participating as a player or referee in Association Football.

Such members must submit to the Secretary any proposed changes in such details from time to time, and the Council must be satisfied that such changes are bona fide before granting permission thereto.

#### *Registered Ground*

10.1 Each club in full or associate membership shall in its Official Return register its ground and playing field dimensions and no such club shall remove to another ground or take any step which shall have a bearing upon its occupancy of its registered ground or alter its playing field dimensions without first obtaining the consent of the Council. Any club in full or associate membership wishing to make any alteration to its name or the name of its registered ground must first obtain the prior written consent of the Council. No club in registered membership shall adopt in whole or in part the name of a club in full or associate membership without the prior consent of the Council.

#### *Association Membership*

11. Each Affiliated Association and Affiliated National Association and any other recognised football body requested to do so shall lodge with the Secretary prior to 31st January in each year particulars of all clubs, leagues and associations in its membership and the number of players under its auspices as at 31st December in the previous year.

#### *Financial Records*

12. 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 without prejudice to the foregoing generally details of the ground and stand admissions, members tickets, turnstile arrangements and all other related activities. The Council may arrange for an inspection of all such books, records and details by the Association's auditors or other professional advisers duly appointed by it on giving to any club or recognised football body reasonable notice of its intention to do so.

#### *Dual Interests In Clubs*

13. Except with the prior written consent of the Council no club, or nominee of a club, may at the same time either directly or indirectly:-

- (1) hold or seek to acquire or deal in the securities or shares of another club; or

- (2) be a member of another club; or
- (3) be involved in any capacity whatsoever in the management or administration of another club; or
- (4) have any power whatsoever to influence the management or administration of another club.

13.1 For the purposes of Article 13 'club' means any club in membership of the Association and any club in membership of an association in membership of UEFA and/or FIFA.

14. Except with the prior written consent of the Council no person, whether absolutely or as a trustee either alone or with one or more associates may at the same time either directly or indirectly:-

- (1) hold or acquire or deal in the securities or shares of more than one club; or
- (2) be a member of more than one club; or
- (3) be involved in any capacity whatsoever in the management or administration of more than one club; or
- (4) have any power whatsoever to influence the management or administration of more than one club.

14.1 For the purposes of Article 14 'club' means any club in membership of the Association and any club in membership of an association in membership of UEFA and/or FIFA.

14.2 For the purposes of Article 14 'person' includes any body corporate and a partnership.

14.3 For the purposes of Article 14 'associate' means if the person referred to is an individual -

- (1) a close relative of that individual, including that individual's spouse, parent, step parent, child, stepchild, uncle, aunt, nephew or niece, or a child or stepchild of such parent or spouse or anyone else of a close relationship to that individual who in the opinion of the Council is or is likely to be acting in conjunction with that individual;
- (2) any company of which that individual is a director or over which that individual is able to exercise control or influence;

- (3) any individual who is an employee or partner of that individual or a close relative of any such employee or partner.

14.4 For the purposes of Article 14 'associate' means 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;
- (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;
- (4) for the purpose of Paragraph (3) above, the word "person" shall fall to be defined under reference to Article 14.2.

15. In considering whether to give any such consent, as may be required by Article 13 and/or Article 14 the Council 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 the Articles, rules and regulations of the Association and to the constitution and rules of those bodies of which the Association is in membership and accordingly any such consent shall be subject to such conditions as the Council shall consider appropriate in all the circumstances.

#### *Prohibition On Transfer Of Membership*

16. It is not permissible for a member to seek directly or indirectly to transfer its membership of the Association to another member or to any other entity. Any member desirous of transferring its membership to another entity within its own administrative group for the purpose of internal solvent reconstruction only must apply to the Council for permission to effect such transfer. The Council may refuse or grant such application on such terms and conditions as the Council may think fit.

16.1 Any member which is in breach of the provisions of this Article shall, if required, indemnify the Association and its members against all losses, damages, liabilities, costs or expenses suffered or incurred by the Association and its members which result directly or indirectly from such breach, including and without prejudice to the generality of the foregoing any loss of income or profits from any undertaking, commercial liaison, sponsorship, or arrangement entered into by the Association or by any of its members.

#### *Termination Of Membership*

17. Full membership or associate membership may be terminated by the Council in the following circumstances:-

- (1) a club which fails to have its ground accepted by the Council for the current playing season may be struck off the roll of membership;
- (2) a club which fails for 2 successive playing seasons to play and complete

its participation in those of the Challenge Cup Competitions for which it is eligible may be struck off the roll of membership at the last Council meeting of the second season;

- (3) a full or associate member whose annual subscription has not been paid by 1st June in each year;
- (4) a full member entitled to have a representative at a general meeting permitting its ticket of admission to such meeting to be used by a person who does not qualify as its representative in terms of Article 26;
- (5) a full member or associate member which becomes a member of another National Association or of any other body promoting football which is not authorised by the Association;
- (6) where the Council has exercised its power of expulsion in relation to a full or associate member in terms of Article 17.1.

17.1. 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.

18. Except with the prior written consent of the Council, no full or associate member shall resign, retire or cease to be a member of the Association 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 Association or to any other member or recognised football body on the expiry of such notice.

18.1 Any full or associate member which is in breach of the provisions of Article 18 shall, if required, indemnify the Association and its members against all losses, damages, liabilities, costs or expenses suffered or incurred by the Association and its members which result directly or indirectly from such breach, including and without prejudice to the generality of the foregoing any loss of income or profits from any undertaking, commercial liaison, sponsorship, or arrangement entered into by the Association or by any of its members.

19. A club or association ceasing to be a member for whatever reason shall thereupon forfeit all privileges of membership but 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 Association all monies which at such time may be due by such club or association to the Association.

#### *Dissolution*

20. If upon the winding up or dissolution of the Association 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 Association 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 Association under or by virtue hereof, such a society, institution or organisation to be determined by the full members of the Association 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.

#### GENERAL MEETINGS

21. The Association 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 Council and shall specify the meeting as such in the notices calling it.

22. All general meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings. The Council may whenever it thinks fit convene an Extraordinary General Meeting. Extraordinary General Meetings shall also be convened on requisition in terms of Article 24 or in default may be convened by such requisitionists as provided in Section 368 of the Act.

23. 21 days notice in writing at least of every general meeting specifying the place, the day and the hour of the meeting, and in the case of special business the general nature of that business shall be given in the manner hereinafter mentioned to such persons including the Association's auditors as are under the Articles or under the Act entitled to receive such notice from the Association, but 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 Extraordinary General Meetings, a meeting may be convened on such notice as those members may think fit.

23.1 The accidental omission to give notice of a general meeting to, or the non-receipt of such notice by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

23.2 Neither an associate member nor a registered member shall be entitled to receive notice of or attend or vote at any general meeting.

24. In addition to any right conferred on members by the Act, the Council shall, upon receiving a requisition in writing 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, convene an Extraordinary General Meeting. Such a requisition 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.

25. Notice in writing of any addition or alteration proposed to be made to the Articles must be lodged with the Secretary not later than the 28th day of February in each year by the full member or member of the Council desiring such addition or alteration to be made, for consideration by the Council prior to the Annual General Meeting or for action under Article 22 if the Council deems such action desirable.

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

- (1) 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;
- (2) the provisions of Article 26(1) 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;
- (3) a representative must not be a participating player in Association Football;
- (4) a representative's attendance at the Annual General Meeting or at an Extraordinary General Meeting held on the same day shall be contingent on the annual subscription for the ensuing playing season having been paid by the member concerned at least 24 hours prior to such meeting;
- (5) a representative's attendance at an Extraordinary General Meeting not held on the same day as the Annual General Meeting shall be contingent on the subscription for the current playing season having been paid by the member concerned;
- (6) 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 Association;
- (7) no person owing money to the Association shall represent a member at any general meeting;
- (8) a representative of a club which has failed to play or to complete its participation in the appropriate Challenge Cup Competitions in the immediately preceding playing season shall be debarred from attending the Annual General Meeting unless otherwise decided by the Council;

- (9) in the case of the Annual General Meeting, the production by the representative of a properly signed ticket of admission.

27. Each of the Scottish Football League and the Scottish Premier League shall be entitled to send one representative to all general meetings but shall not be entitled to vote thereat. Such representative must, in the case of the Scottish Football League, be a member of the management committee of that body or, in the case of the Scottish Premier League, be an eligible representative.

*Proceedings At General Meetings*

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

- (1) to receive the report of the Council;
- (2) to receive and consider the accounts and balance sheet of the Association and the report of the auditors thereon;
- (3) to elect the Honorary Office-Bearers and the Office-Bearers with the exception of the Second Vice-President;
- (4) to appoint auditors and authorise the Council to fix their remuneration;
- (5) to consider proposed alterations, if any, to the Challenge Cup Competitions Rules; and
- (6) to transact all such other business as by statute and the Articles can be transacted at general meetings.

29. 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.

29.1 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.

30. The President or in his absence the First Vice-President or, in the absence of both, the Treasurer shall preside as chairman at every general meeting. If at any general meeting neither the President nor the First Vice-President nor the Treasurer 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.

31. 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.

32. Other than as provided in Article 32.1, at any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands.

32.1 Notwithstanding the terms of Articles 32 and 33 if voting is required at the Annual General Meeting for the election or re-election as the case may be of the Honorary Office-Bearers or Office-Bearers, it shall be by ballot.

33. A declaration by the chairman of the 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 Association 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.

33.1 At general meetings of the Association:

- (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.

*Votes Of Members*

34. Every member entitled to be represented at general meetings shall have one vote. Votes shall be given personally and voting by proxy shall not be permitted.

35. 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 Association shall have been paid.

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

37. It shall be deemed serious misconduct for any member directly or indirectly to 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. Council shall impose such sanction as it considers appropriate for any breach of this Article.



**THE HONORARY OFFICE-BEARERS,  
THE OFFICE-BEARERS AND THE COUNCIL**

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

- (1) 2 Honorary Presidents;
- (2) the President;
- (3) the First Vice-President;
- (4) the Second Vice-President;
- (5) the Treasurer; and
- (6) such former Presidents as are elected to the position of Honorary Vice-President.

38.1. An Office Bearer shall not belong to or have any prohibited connection with the same member club of any other Office Bearer.

39. With the exception of the Second Vice-President, whom the Scottish Premier League shall be entitled to nominate and whom it shall choose from amongst its representatives nominated to the Council in terms of Article 47, the Honorary Office-Bearers and the Office-Bearers shall be elected annually at the Annual General Meeting and they may not, except for a period of one calendar month after their appointment to office be members of such management committee. The retiring Honorary Office-Bearers, and the Office-Bearers with the exception of any who may have been appointed by the Council in terms of Article 50.1, shall be eligible for re-election unless disqualified in terms of any of the Articles or having attained the age of 70 years other than in the case of an Honorary Vice-President who shall be eligible to hold office until attaining the age of 75 years. Likewise, unless disqualified or having attained the age of 70 years, any Office-Bearer who has been appointed by the Council in terms of Article 50.1 shall be eligible for election to office.

39.1 An Office-Bearer who is eligible and who seeks re-election at the next Annual General Meeting shall not later than 28th February in each year lodge with the Secretary written notice of his desire to continue in office. The Secretary shall within 7 days thereafter inform full members and the Council which of such Office-Bearers is seeking re-election.

If, in the interval between 28th February and the date of the Annual General Meeting, an Office-Bearer intimates withdrawal of his application for re-election or if any eventually which would preclude his re-election has arisen, the Secretary shall proceed as instructed by the Executive Committee of the Association.

39.2 The Honorary Office-Bearers shall be nominated by the Council and to be eligible for such nomination shall not have attained the age of 75 years at the date of the Annual General Meeting at which election or re-election for such office is determined.

40. 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 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 annually.

41. The nomination of a candidate as an Office-Bearer, must satisfy the following conditions. The person nominated shall:

- (1) 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;
- (2) at the time of such nomination be a member of the Council or have been a member of the Council and have attended at least twelve meetings of the Council within the last 5 years preceding such nomination;
- (3) be nominated by a full member on whose Official Return he is listed in terms of Article 41(1);
- (4) be resident in Scotland;
- (5) not be listed in the Official Return of more than one club in full or associate membership;
- (6) 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 Council must be satisfied that he has permanently ceased so to be;
- (7) not have attained the age of 70 years at the date of the Annual General Meeting at which election for such office is determined;
- (8) 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 38.1.

42. 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.

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

- (1) it is a full member;
- (2) it has played and completed its participation in the appropriate Challenge Cup Competitions in the preceding playing season unless the circumstances surrounding its failure to do so have been accepted by Council;
- (3) it is not under suspension imposed or confirmed by the Association.

## COUNCIL.

44. The affairs of the Association shall be conducted by the Council composed of:-

- (1) the President,
- (2) the First Vice-President,
- (3) the Second Vice-President,
- (4) the Treasurer,
- (5) the Honorary Vice-Presidents, and
- (6) a representative or representatives of the territorial divisions set out in Article 46;
- (7) representatives of the Scottish Football League and representatives of the Scottish Premier League;
- (8) a representative or representatives of Affiliated Associations qualified in terms of Article 48;
- (9) a representative or representatives of Affiliated National Associations as determined in Article 49.2.

45. The ordinary members of the Council shall be elected or appointed annually in the manner provided in Articles 46 to 49.4 inclusive. The retiring ordinary members of the Council, unless disqualified under the Articles, shall be eligible for re-election or re-appointment.

45.1 A club shall not have more than one person listed in its Official Return on the Council with the exception of the special relaxation provided for in Article 47.2 or unless such representation is exceeded due to another person listed in its Official Return being elected as an Honorary Vice-President.

*Divisional Representatives*

46. The following 11 territorial divisions shall each return a representative or representatives of the clubs therein entitled in terms of Article 46.1 to participate in such election as follows:-

1. Southern Counties .....1
2. Ayrshire .....1
3. Renfrewshire .....1
4. Glasgow .....2
5. Lanarkshire .....1
6. Strlingshire and Dunbartonshire .....2

7. East of Scotland and Border Counties .....2
8. Fife .....1
9. Angus and Perthshire .....2
10. Aberdeenshire and Banffshire .....1
11. North of Scotland .....1

46.1 A club shall only be eligible to take part in the election of divisional representatives if:-

- (1) it is a full member;
- (2) it has played and completed its participation in the appropriate Challenge Cup Competitions in the preceding playing season unless the circumstances surrounding its failure to do so have been accepted by Council;
- (3) it is not under suspension imposed or confirmed by the Association;
- (4) it has paid its annual subscription for the next playing season at least 24 hours prior to the Annual General Meeting in each year.

46.2 The Secretary shall, immediately after the Annual General Meeting, send a nomination form to each eligible club to be used for the purpose of nominating divisional representatives and such form shall be duly completed and returned to the Secretary to be received by him within 10 days from the date of issue of such form.

46.3 Each candidate must be proposed by one eligible club and seconded by another eligible club and the nomination form must be signed by the secretaries or other accredited officials for and on behalf of such clubs. A club shall not propose or second more than the number of representatives allotted to its division.

46.4 Every candidate nominated in terms of Articles 46.1 to 46.3 inclusive for divisional representation on the Council must conform to the following requirements. He shall:-

- (1) be an office-bearer, secretary, director or member of the board of management or committee of one eligible club and must be listed as such in the Official Return of such club;
- (2) be resident in Scotland;
- (3) not be listed in the Official Return of more than one club in full or associate membership;
- (4) not be listed in the Official Return of an Affiliated National Association;
- (5) 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 Council must be satisfied that he has permanently ceased so to be;

(6) not have attained the age of 70 years at the date of the Annual General Meeting from which the new Council is to be formed.

46.5 If the number of candidates nominated for any division corresponds with the number of representatives required under Article 46, the Secretary shall declare him or them duly elected.

46.6 If more than the necessary number of candidates are competently nominated for any division, the Secretary shall immediately after the closing date for nominations send a list of the candidates nominated and a voting paper to each eligible club in such division and such voting paper shall be duly completed and signed by the secretary or other accredited official for and on behalf of such club and be returned to the Secretary to be received by him within 6 days from the date of issue of such voting paper. A club must vote for the number of candidates for whom there are vacancies in its division, otherwise its voting paper shall be declared invalid. After the date fixed for the return of the voting papers the Secretary shall convene a meeting of the Office-Bearers who shall count the votes cast. The candidate or candidates for each division securing the greatest number of votes shall be declared duly elected. In the event of a tie, the election shall be determined by the vote of the majority of the Office Bearers present at such meeting and, in the continuing absence of a decision, by the casting vote of the President, whom failing the First Vice-President, whom failing the Treasurer.

#### *S.F.L. Representatives*

47. The Scottish Football League shall be entitled to nominate to the Council 6 members of its management committee, all of whom must comply with Article 46.4(1), (2), (3), (4), (5) and (6). The Scottish Premier League shall be entitled to nominate to the Council 6 representatives, one of whom it may nominate as Second Vice-President, and all of whom must comply with Article 46.4(1), (2), (3), (4), (5) and (6).

47.1 The Secretary shall immediately after the Annual General Meeting send a nomination form to each of the Scottish Football League and the Scottish Premier League and such forms shall be duly completed and returned as soon as possible thereafter to the Secretary to be received by him in any case not later than 30th June following.

47.2 If, because of the terms of Article 45.1, either the Scottish Football League or the Scottish Premier League is unable to fill all or any of the places available to it, it may, notwithstanding the restriction contained in Article 45.1, complete its representation by the inclusion of a member of its management committee in the case of the Scottish Football League, or by the inclusion of an eligible representative in the case of the Scottish Premier League, whose club is already represented on the Council under the Articles.

#### *Affiliated Association Representatives*

48. Each Affiliated Association which is a full member shall be entitled to

nominate one representative to the Council, provided such Affiliated Association conforms to the following conditions, viz:-

- (1) 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 Council;
- (2) it has at least 5 clubs in its membership which are full members of the Association;
- (3) it has no club in its membership which is in membership of another Affiliated Association;
- (4) it has an annual cup competition in which at least 4 clubs in its membership and in full membership of the Association play and in which such clubs competed in the immediately preceding season; and
- (5) it has paid its annual subscription to the Association.

48.1 The Secretary shall immediately after the Annual General Meeting send a nomination form to each Affiliated Association which is entitled to nominate one representative to the Council and such form shall be duly completed and returned to the Secretary to be received by him within 10 days from the date of issue of such form.

48.2 Each representative appointed by an Affiliated Association shall:-

- (1) be a member of the committee of the association he represents and must be listed as such in the Official Return of such Affiliated Association;
- (2) not be listed in the Official Return of any other Affiliated Association;
- (3) comply with the conditions laid down in Article 46.4(2), (3), (4), (5) and (6).

#### *Affiliated National Associations*

49. The Association's designated Affiliated National Associations shall be:- the Association of Scottish Youth Football Clubs, the Scottish Amateur Football Association, the Scottish Junior Football Association, the Scottish Juvenile Football Association, the Scottish Schools' Football Association and the Scottish Welfare Football Association. An Affiliated National Association shall not be a member of another Affiliated National Association.

49.1 Notwithstanding anything contained in or implied by these Articles, the Affiliated National Associations named in Article 49 shall be deemed to be full members of the Association.

49.2 The Scottish Junior Football Association and the Scottish Amateur Football Association shall each be entitled to nominate 2 representatives to the

Council provided that both representatives do not belong to the same member club within the Affiliated National Association concerned, and the other Affiliated National Associations shall each be entitled to nominate one representative, subject to an Affiliated National Association conforming to the following conditions, viz:-

- (1) 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 Council;
- (2) it has no club in its membership which is in membership of another Affiliated National Association;
- (3) it has paid its annual subscription to the Association.

49.3 The Secretary shall immediately after the Annual General Meeting send a nomination form to each Affiliated National Association and such form shall be duly completed and returned as soon as possible thereafter to the Secretary to be received by him in any case not later than 30th June following.

49.4 Each representative nominated by an Affiliated National Association shall;

- (1) 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;
- (2) not be listed in the Official Return of any other Affiliated National Association;
- (3) not be listed in the Official Return of an Affiliated Association;
- (4) comply with the conditions laid down in Article 46.4(2), (3), (5) and (6).

#### *Term of Office*

50. The Honorary Office-Bearers, Office-Bearers and ordinary members of the Council shall continue in office until the next Annual General Meeting and at such meeting Honorary Office-Bearers and Office-Bearers except the Second Vice-President, shall be elected or re-elected. A new Council shall thereafter be elected in the manner provided in Articles 46 to 49.4 inclusive, and at every succeeding Annual General Meeting the Honorary Office-Bearers and Office-Bearers shall be so elected or re-elected and the Council thereafter elected for the ensuing year. The President, First Vice-President and Treasurer shall be vested with full powers and be entitled to manage the affairs of the Association until a quorum of the members of the Council is available in terms of Article 62 and the first meeting of the Council subsequent to the Annual General Meeting takes place.

50.1 If, for any reason, the office of President or of First Vice-President or of Treasurer becomes vacant, the Council shall on the recommendation of the Executive Committee be entitled to appoint one of the members of the Council to such vacant office.

50.2 If, for any reason, a vacancy occurs amongst the divisional representatives, the Council may authorise such vacancy to be filled. In the event of its so doing, nomination forms and voting forms if necessary shall be issued in the manner and subject to the conditions prescribed for the annual election of divisional representatives to the Council set out in Article 46.

50.3 If, for any reason, a vacancy occurs amongst the members of the Council appointed in terms of Articles 47 to 49.4 inclusive, the Council may authorise the Scottish Football League or the Scottish Premier League or the Affiliated Association or the Affiliated National Association concerned as the case may be to fill the vacancy subject to the conditions prescribed for the appointment of such a member to serve on the Council on an annual basis.

51. A member of the Council other than an Honorary Vice-President shall vacate his office at the conclusion of the Annual General Meeting occurring next after he attains the age of 70 years, and in the case of an Honorary Vice-President after he attains the age of 75 years, but acts done by a person as such a member are valid notwithstanding that it is afterwards discovered that his appointment had terminated under this Article.

52. The Association in general meeting may by a simple majority remove an Honorary Office Bearer or 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 50.1

52.1 The Council may by a simple majority remove any ordinary member of the Council before the expiration of his period of office, and the person appointed in his place shall be elected in the manner provided in Articles 50.2 or 50.3 as the case may be.

53. Each President, or any person who has been a member of the Council for 7 years either continuously or in separate periods shall be furnished with the gold badge of the Association which shall entitle him to admission to all matches under the jurisdiction of the Association except when the Council shall decide otherwise.

#### *Disqualification Of Honorary President Or Members Of The Council*

54. The office of Honorary President or of a member of the Council other than as excepted below shall be vacated if he:-

- (1) becomes bankrupt, or makes any arrangement or composition with his creditors generally;
- (2) becomes of unsound mind or is admitted to hospital as suffering from a mental disorder following an application for admission for treatment under the Mental Health (Scotland) Act 1984 or Mental Health Act 1983 or a Court having jurisdiction in the United Kingdom or elsewhere orders in matters relating to mental disorder his detention or the appointment of a curator bonis or any other person to exercise powers with regard to his property or affairs;

- (3) absents himself from 3 consecutive meetings of the Council without furnishing a satisfactory reason to the Council;
- (4) be under suspension imposed or confirmed by the Association, or the club or recognised football body from which he derived his appointment be under such suspension;
- (5) 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;
- (6) ceases to be resident in Scotland;
- (7) is removed at a general meeting by a simple majority of the members entitled to vote thereat in terms of Article 52 or by a simple majority of the members of the Council in terms of Article 52.1;
- (8) resigns his office by notice in writing to the Secretary;
- (9) 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.

The terms of Article 54(3) shall not apply and the terms of Articles 54(5) and (6) shall only be applicable at the Council's discretion, in the case of an Honorary President or an Honorary Vice-President.

#### *Powers Of The Council*

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

56. Without prejudice to the general powers conferred by Article 55 and of the other powers conferred by the Articles it is hereby expressly declared that the Council shall have the following powers, viz:-

- (1) It may make, alter, and revoke all such rules, bye-laws and regulations relative to the use of the property of the Association 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 the Articles as could only by law be made by a resolution of the members.

- (2) 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 Treasurer and the Secretary or in such other manner as the Council may determine.
- (3) 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.
- (4) It may extend the playing season as from time to time it in its discretion shall deem necessary or desirable.
- (5) 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 always 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.
- (6) It may suspend or abandon or discontinue any or all of its competitions.
- (7) It shall have power to call upon any recognised football body, club, official, player, referee or other person under the jurisdiction of the Association to produce any books, letters, or documents or any other evidence at any time it desires.
- (8) 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 the Articles and to publish in the public press or otherwise the findings of the Council in this regard and the substance of any and all evidence tendered in such enquiries.
- (9) It shall have the power, where a recognised football body or club fails to make any payment to the Association 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 Association which would otherwise have been payable to the defaulting recognised football body or club. Any such monies deducted or retained by the Association shall be applied first to meet any payment due to the Association 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.

- (10) It shall have power to affiliate any national football association within Scotland to which it may or may not grant representation on the Council.

- (11) 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.

- (12) 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.

- (13) It may submit or refer claims by or against the Association to arbitration.

#### *Secretary*

57. Subject to the provisions of the Act the Secretary shall be appointed by the Council 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 Council 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.

#### *Indemnity, Etc*

58. Every Honorary Office-Bearer, Office-Bearer, ordinary member of the Council, Secretary, or other officer or employee of the Association shall be indemnified by the Association against all costs, losses and expenses incurred by him in or about the discharge of his duties, except such as happen from his own respective wilful neglects and defaults.

59. The Association or the Council or a Committee 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, 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.

#### *Proceedings Of The Council*

60. The Council shall have power to promulgate from time to time Standing Orders regulating the proceedings of the Council and Committees. Such Standing Orders may in addition set out the nature and extent of any delegation of powers to committees effected by the Council pursuant to Article 65.

#### *Council Membership Card*

61. During his period in office each Honorary Office-Bearer, Office Bearer and ordinary member of the Council shall be provided with a membership card

entitling him to admission to all matches played in Scotland under the jurisdiction of the Association except when the Council shall decide otherwise. A member of the Council shall not be admitted to any meeting of the Council without production of his membership card.

#### *Quorum*

62. 20 members of the Council present and entitled to vote at meetings of the Council shall constitute a quorum for the transaction of the business of the Council.

#### *Chairman*

63. The President or in his absence the First Vice-President or in the absence of both the Treasurer shall preside as chairman at every meeting of the Council. If at any meeting of the Council none of the President, the First Vice-President and the Treasurer is present within 15 minutes after the time appointed for holding such meeting, the members of the Council present and entitled to vote shall choose one of their number to be chairman of the meeting.

#### *Voting*

64. Questions arising at any meeting of the Council shall be determined by a majority of votes of the members of the Council 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 Council shall be by show of hands. Unless of a routine nature, business shall not be brought before the Council if the subject matter has not been received in writing by the Secretary, at the latest, on the day before such meeting.

- 64.1 The Honorary Vice-Presidents shall be entitled to speak at the meetings of the Council and to join in the discussions on any subject but they shall not be entitled to vote or to make or second any proposal or amendment thereto.

#### *Committees, Etc*

65. The Council may by vote resolve itself into a Committee of the whole Council. The Council may also delegate any of its powers to Committees consisting of members of the Council and such Committees may, with the exception of the Committee, if any, established to supervise the refereeing aspects of the game ("the Referee Committee"), in turn delegate powers to sub-committees of its members and other co-opted persons. The Referee Committee shall be entitled to delegate its powers to sub-committees of its members and other co-opted persons and such sub-committees shall themselves be entitled to delegate powers to further sub-committees which shall in turn be entitled to delegate powers to sub-committees. 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 members of the Council.

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

it.

65.1 Without prejudice to the generality, the Council shall be entitled to exercise its powers under this Article 65 by including within any Standing Order promulgated by it under Article 60 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 Council of its powers to committees takes effect, the Standing Orders including such details shall first have been approved by a vote conducted in accordance with Article 64 at a meeting of the Council.

65.2 A member of a Committee or sub-committee if required by such Committee or sub-committee shall retire from any discussion of such Committee or sub-committee if the matter to be dealt with involves or concerns his club or the football body which he represents on the Council and if it is possible that a penalty or some other material decision may require to be taken. Neither shall he vote nor direct any vote to be cast with regard to such a matter.

65.3 It shall be deemed serious misconduct for any member directly or indirectly to offer any bribe, consideration or other improper inducement to a member of the Council or to a person co-opted to a sub-committee of the Council for the purpose of procuring a vote, and for any member of the Council or such co-opted person to accept such offer. The Council shall impose such penalty as it considers appropriate for any breach of this Article.

#### *Appeals Committee*

66. The Council shall appoint a Committee ("the Appeals Committee") to investigate appeals from players or officials or referees or clubs or leagues or associations against decisions of a club or any recognised football body but appeals which relate to any matter affecting the result of a cup tie or which would interrupt the playing of a competition shall not be entertained. The procedures governing such appeals are set out in Article 179.1.

66.1 It is incumbent on any club or any recognised football body to inform any person or body against whom a decision is taken of his or its rights of appeal and of the appeals procedures to be followed.

#### *Appeals Board*

67. The Council shall appoint an appeals body ("the Appeals Board") to investigate appeals from recognised football bodies, clubs, officials, players or referees against a decision of a Standing Committee of the Association which imposes a fine or suspension or expulsion upon such body or person excluding a decision of the Appeals Committee or a decision which is applied in accordance with the Disciplinary Procedures. The procedures governing such appeals are set out in Article 179.3.

#### *International Committee*

68. The Council shall appoint a Committee ("the International Committee") to be responsible for the selection of players for international matches or any representative matches arranged by the Association. The arrangements for such matches shall be made by the International Committee except in such matters which

come within the remit of another Standing Committee.

68.1 If any player selected to attend any international or other match arranged by the Association refuses without good and sufficient cause to comply with the arrangements of the International Committee for playing in such match or fails to attend such match, the Council may find him to have been in breach of this Article, and any club or official who may be found to have encouraged or instigated or caused such player so to refuse shall likewise be deemed to be in breach of this Article.

#### *Sedent Book*

69. Members of the Council shall sign an attendance book when attending meetings of the Council or a Committee or sub-committee. Expenses of members attending such meetings shall be defrayed by the Association on a scale to be determined by the Council.

#### *Validity of Acts*

70. All acts done by any meeting of the Council or by a Committee or sub-committee or by any person acting bona fide as a member of the Council or of 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.

#### *Liberty to Contract*

71. A member of the Council shall be at liberty to contract with the Association and shall not be disqualified by reason of his having so contracted, and such member of the Council shall not be bound to account to the Association for any profit which he may derive from the Association 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 vote in the matter.

#### *Minutes*

72. The Council shall cause minutes to be prepared recording -

- (1) all appointments of the Honorary Office-Bearers, the Office-Bearers, members of the Council and the Secretary and other members of the Association's staff;
- (2) the names of the members present at each meeting of the Council and Committees and sub-committees;
- (3) all orders made by the Council and Committees; and
- (4) all resolutions and proceedings of general meetings and of meetings of the Council or Committees or sub-committees and any such minutes of any meeting of the Council or of any Committee or sub-committee 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 of

Committees and sub-committees shall be printed and issued to each member of the Council prior to each meeting of the Council.

- (5) A copy of such minutes may be issued to approved members of the media on application, on the condition that they shall not comment prior to the meeting of the Council on any matter which requires to be approved or adopted by the Council. In the event of a breach of such condition the Council may withdraw such approval.

#### *Commercial Arrangements*

73. The Council may approve contracts on behalf of the Association with commercial sponsors, broadcasters, publishers and others for the benefit of members and Association Football generally.

73.1 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 Association and in force on the date any such contract is entered into by the Association. Where there is any conflict between a commercial contract entered into by the Association and one entered into by a member the Association's contract shall prevail and members shall reflect this Article in all of their commercial contracts.

73.2 Such contracts shall include but shall not be restricted to:-

- (1) central sponsorship of the Challenge Cup Competitions or any other competitions organised or promoted by the Association;
- (2) transmission and recording by any means of any match organised or promoted by the Association;
- (3) commercial exploitation of the Association's name, badge, emblem, trade marks and other intellectual property;
- (4) publications, including sound and video recordings, relating to the history and matches of the Association.

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

73.4 Monies received by the Association in terms of any contract referred to in this Article shall be apportioned by the Council in its discretion.

73.5 The Council may require any club to provide services and facilities pursuant to any contract relating to sponsorship of the Challenge Cup Competitions or any other competitions organised or promoted by the Association.

#### *Books And Accounts*

74. The Council 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 Council shall think fit.

74.1 The Council 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 Association 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 Association except as conferred by statute or authorised by the Council or by the Association in general meeting.

75. At the Annual General Meeting in every year the Council 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 Association 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 the President, the First Vice-President and the Treasurer and shall be accompanied by proper reports of the Council and the Association'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 less than 21 days before the date of the meeting at which they are to be laid, 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 the Articles directed to be served.

#### *Audit*

76. In accordance with the provisions of the Act once at least in every year the accounts of the Association 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.

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

#### *Common Seal*

77. The Association shall have a seal which shall be under the charge of the Council, and all documents bearing the seal shall be countersigned by at least two members of the Council and the Secretary.



### Notices

78. Notices of the Association requiring authentication may be authenticated by the signature of the Secretary or by any other person appointed by the Council to do so and need not be under the seal.

78.1 A notice may be served by the Association upon any member or upon any member of the Council by sending it through the post in a prepaid letter addressed to such member or person at its or his registered address.

78.2 Any notice sent by post shall be deemed to have been served on the day following that on which the letter containing the same was posted, and in proving such service it shall be sufficient to produce a certificate that the letter containing the notice was properly addressed and duly posted.

78.3 Where a given number of days' notice or notice extending over any period is required to be given, the day for which notice is given shall be included in such number of days or other period, but the day of service, i.e., the day following that upon which the letter containing same was posted, shall not be so included.

78.4 The non-receipt of a notice for any meeting of the Association by any member shall not invalidate the proceedings at such meeting.

### Communications And Enquiries

79. In order that the affairs of the Association may be conducted without unreasonable hindrance, a recognised football body, club, official, player, referee or other person under the jurisdiction of the Association is required to answer a written communication from the Secretary timeously. Any such body or person failing to comply with an instruction of the Council in this respect so communicated by the Secretary shall be liable to censure, fine or suspension, or a combination of such penalties.

### FORMATION OF ASSOCIATIONS, LEAGUES, ETC

80. Associations, leagues or other combinations of clubs, officials, players or referees shall only be formed with the consent of the Association.

80.1 An Affiliated National Association may, where appropriate, and subject to the overriding authority of the Association, 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.

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

80.3 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 Council 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 Council before becoming operative.

80.4 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.

80.5 Any association, league, or other combination of clubs, officials, players, or referees failing or refusing to obtain approval in conformity with Articles 80 and 80.1 shall be held to be ineligible and unauthorised and shall be debarred from all privileges and rights obtainable through membership of the Association or an Affiliated National Association.

### Unauthorised Football

80.6 A recognised football body or club or person that is subject to the jurisdiction of the Association, shall not be permitted in any way with an unauthorised association, league or other combination of clubs, officials, players or referees or with a match or an event which requires but does not have the approval of the Association or another National Association and any recognised football body, club or person so doing shall be deemed to be automatically suspended from authorised football and may only be re-admitted to authorised football upon applying for and being granted re-admission by the Council.

### Charity Competitions

81. The secretary of every charity committee or association authorised by the Council shall at the close of its competition each year forward to the Secretary an audited balance sheet with vouchers relative thereto, and a list of the clubs which took part in the competition. In disbursing the proceeds of a charity competition, the following regulations shall be observed:-

- (1) Proceeds must be disbursed to recognised charities only. A "recognised" charity is generally to be considered an organisation established for charitable purposes only;
- (2) A grant cannot be given to an injured or retired player;
- (3) An honorarium shall not be given to an official from the proceeds of such competition;
- (4) Souvenirs or other prizes shall not be given to players where funds are not available for distribution to charities.

## MATCHES

82. A playing season shall commence on the last Saturday in July in one year and shall end on 15th May of the following year. The period between the end of the season and the commencement of the next season shall be known as the close season during which matches other than those confined to 5 or fewer players a side shall not be played without the consent of the Council. The Council shall have power to grant exemption from the operation of this Article and may do so upon a written application being lodged with the Secretary by a recognised football body or club and upon it being satisfied that there is an exceptional reason for granting such exemption.

83. In any match played under the jurisdiction of the Association, other than the exception permitted in Article 83.1, all of the participating players shall be of the same gender.

83.1 Matches involving male and female players may be played provided that all of the participating players are not older than 11 years of age on 15 July in any playing season.

83.2 The involvement of male and female players in footballing activities at any coaching or instructional course or event approved by the Association shall not be deemed to be matches for the purpose of Article 83.

*Disciplinary Committee*

84. The Council shall have power to appoint a committee ("the Disciplinary Committee") which shall -

- (1) carry out such Disciplinary Procedures as shall be promulgated by the Council from time to time for dealing with reports by match officials relating to incidents and acts of misconduct occurring at a match which is played under the jurisdiction of the Association involving a full or associate member club or such clubs that play in competitions which involve a full or associate member club and which are included in the Association's Register of Competitions, and

- (2) be entitled in addition to any power conferred on it in relation to the Disciplinary Procedures to investigate any case in which a player or official's act of misconduct or the circumstances pertaining to such misconduct would appear in the opinion of the Disciplinary Committee to be exceptional, and to take such action upon the outcome of its investigation, including the imposition of any, additional or other penalties, as it considers may be merited.

84.1 The Council shall have power to appoint a Tribunal ("the Disciplinary Appeals Tribunal") to investigate appeals from players against decisions of the Disciplinary Committee under paragraph 4 of the Disciplinary Procedures. The procedures governing such appeals are set out in Article 179.2.

*Approval Of Matches/Competitions*

85. A recognised football body or club may not participate in, organise or promote a football match or football competition which is not approved by the Council. 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.

85.1 A full or associate member club may play in matches or competitions which are organised or promoted or approved by the Association and in matches or competitions which are included in the Association's Register of Competitions which is compiled annually. The prior written approval of the Council must be obtained for all proposed friendly matches involving a club in full or associate membership. A club in full or associate 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 or associate membership.

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

- (1) which is organised or promoted by the Association;
- (2) which is included in the Association's Register of Competitions;
- (3) which is under the jurisdiction of an Affiliated National Association.

85.3 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 Association without the permission of the Association. Permission may be withheld if such club or team is not under the jurisdiction of a National Association in membership of FIFA.

85.4 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:-

- (1) the consent of the Association must be obtained before any contract or agreement relative to such match or competition is concluded;
- (2) 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;
- (3) 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;

- (4) 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;
- (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.

86. 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 Association 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.

#### *Testimonial Matches*

87. Testimonial matches may only be played with the consent of and subject to conditions approved by the Council, and applications shall be submitted in writing to the Secretary unless the beneficiary is a player 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.

87.1 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 Council or the Affiliated National Association concerned is satisfied that there is good reason to play a match for such purpose.

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

#### *Indoor Football*

88. No club, official, player or referee shall participate in any way whatsoever in football played indoors without receiving the prior consent of the Council.

#### *Sunday Football*

89. No recognised football body, club, official, player, referee, or other person shall be compelled to engage in football or in any activity connected therewith on a Sunday. The position and interest in the game of a recognised football body, club, official, player, referee, or other person refusing to engage in football or in any activity connected therewith on a Sunday shall not be prejudiced in any way as a result thereof, nor shall such refusal be the subject of penalty of any description whatsoever.

#### *Transmission Of Matches*

90. A match played under the jurisdiction of the Association shall not be transmitted in whole or in part, in any form, or by any means, whether electronic, mechanical, recording, film, video, or otherwise, except with the prior consent of the Council. The Association shall retain all copyright and other intellectual property rights in matches in the Challenge Cup Competitions and any other competitions played under the direct control of the Association.

#### *Definition of "Play"*

91. The word "play" shall be understood to mean to engage in a match or game in which the number of players in each team is more than 5 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. Notwithstanding the foregoing, the Council will take cognisance of field offences or other misconduct in matches or games of 5 or less players a side.

#### *Match Finances*

92. A financial statement in relation to matches played under the direct control of the Association shall be prepared and recorded in the minutes of the Council.

93. 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.

#### *Betting*

94. A club, official, player, referee or other person under the jurisdiction of the Association shall not bet in any way on a football match. Any such club or person found guilty of betting of any description on football, authorised and registered football pools excepted, shall be deemed guilty of misconduct and shall be liable to fine, suspension, expulsion or any other penalties or conditions which the Council may think proper.

### *Misconduct In Intent To Influence Result*

95. A club, official, 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 shall be deemed guilty of serious misconduct and shall be liable to fine, suspension, expulsion or any other penalties or conditions which the Council may think proper.

### *Responsibility Of Clubs/Behaviour Of Spectators*

96. A club shall take all such steps as are reasonably practicable to ensure the safety, good conduct and 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 behaviour of all spectators at that ground.

96.1 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 behaviour of spectators at such match.

96.2 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.

96.3 In the event of a report being made to the Council that the misbehaviour of spectators has had a material effect on the result of a match and such report being upheld, the Council may declare the match and result void and order the match to be replayed on such ground and on such date and on such conditions as the Council shall think proper and/or may impose such other penalties as the Council shall think proper. Any such report shall be lodged with the Secretary in writing within 6 days of the day of the match and shall only be considered if made by the referee or a club participating in such match.

96.4 In the event of a match being abandoned due to field invasion by spectators the Council shall have power:-

- (1) to have the match replayed on such ground and on such date and on such conditions as the Council shall think proper; or
- (2) to allow the result to stand; or
- (3) declare the match void; and additionally
- (4) to impose such other penalties as the Council shall think proper.

96.5 The provisions of Articles 96.2, 96.3 and 96.4 above shall not apply in the case of any match played under the jurisdiction of the Scottish Football League unless the Management Committee of the Scottish Football League shall request the Council to invoke the powers granted to it under the Articles.

The provisions of Articles 96.2, 96.3 and 96.4 above shall not apply in the case of any match played under the jurisdiction of the Scottish Premier League unless the board of directors of the Scottish Premier League shall request the Council to invoke the powers granted to it under the Articles.

### *Programmes, Publicity, etc*

97. A club or recognised football body issuing a match programme or any other publication or audio/visual material of any description or allowing any programme or any publication or audio/visual material to be sold or distributed within its ground or at an event for which it is responsible, shall be held responsible for all matters contained therein.

97.1 A match programme or other publication or audio/visual material which is issued by a club or recognised football body or which such club or recognised football body allows to be sold or distributed within its ground or at an event for which it is responsible, shall 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.

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

### *Shirt Advertising*

98. In matches played under the jurisdiction of the Association the players' shirts may carry advertising, subject to:-

- (1) compliance with the requirements relating to the dimensions of such advertising as laid down by the Council;
- (2) the name or logo and/or design to be used in such advertising having the prior written approval of the Council;
- (3) the provisions of the agreements negotiated with the broadcasting authorities in the case of televised matches;
- (4) the Association 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.

### *Playing Fields*

99. All clubs have a responsibility to ensure that the playing field of its registered ground is properly maintained and is of an acceptable standard of condition for playing a football match.

99.1 The playing field of a full or associate member club must not be encroached upon or used for any other purpose which in the opinion of the Council may be detrimental to its being used for football. The Council shall be the sole judge as to whether any encroachment or other purpose may be detrimental as aforesaid, and at least 28 days prior written notice of the intended use of a playing field for a purpose other than playing football shall be lodged with the Secretary by the club concerned.

## PLAYERS

### Status

100. A player shall be either an amateur or a non-amateur. Any player registered with the Association as a non-amateur or receiving in relation to his playing football remuneration or consideration of any sort above his necessary hotel and travelling expenses actually paid and the necessary provision of his playing equipment and insurance, shall be a non-amateur. A player who takes part in a football contest for a money prize, including those of 5 or less players a side, shall be deemed to be a non-amateur. When a player is registered as a non-amateur he immediately loses his status as an amateur.

### Medical Fees

100.1 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.

### Reinstatement from Non-Amateur to Amateur Status

101. Subject to the restrictions contained herein, the Council shall have power to reinstate to amateur status a player of non amateur status who is unregistered and completes the relevant application form.

Reinstatement to amateur status cannot be granted on more than two occasions unless the player:-

- (1) is able to satisfy the Council that he became non-amateur through misrepresentation; or
- (2) became non-amateur by reason of an infringement of the Articles; or
- (3) desires to play permanently under the jurisdiction of a foreign association which only permits amateur players; or
- (4) is resident in a British Commonwealth country or in a British territory abroad; or

- (5) has joined H.M. Regular Forces; or
- (6) satisfies the Council that there are circumstances warranting special consideration.

101.1 Reinstatement to amateur status under Articles 101(1) and (2) may not be granted on more than one occasion.

101.2 Reinstatement to amateur status under Article 101(2) may not be granted until a period of 6 months has elapsed from the date upon which any suspension resulting from the infringement expired.

101.3 Reinstatement to amateur status under Article 101(3) shall only apply to the area under the jurisdiction of the national association named in the application form. Before playing as an amateur elsewhere the applicant must obtain the consent of the Council.

101.4 Reinstatement to amateur status under Article 101(4) shall be effective only for so long as the applicant continues to be resident in the country or territory in respect of which he made his application.

101.5 Reinstatement to amateur status under Article 101(5) shall be subject to the following conditions:-

- (1) the applicant may not again be registered as a non-amateur until a period of one year from the date of his reinstatement to amateur status has elapsed; and
- (2) the applicant shall not, during the period referred to in Article 101.5(1), play for a club other than a club which is participating under the jurisdiction of any of the governing football associations of H.M. Regular Forces.

101.6 A non-amateur player who joins H.M. Regular Forces and who does not make an application for reinstatement to amateur status shall be considered as retaining non-amateur status.

101.7 Reinstatement to amateur status under Article 101 may only be granted by the Association. Any such reinstatement shall not annul any infringement subsequently reported or disclosed.

### Receipts for Payments

102. A club making payment of any kind to a player, either amateur or non-amateur, must obtain from the player a written receipt for the same showing details of the payment, and any club under the jurisdiction of the Association must produce such receipts to the Association when called upon to do so. For a player registered by means of a Full Professional Form, a club must produce on request receipts for the weekly wages paid to him in terms of his agreement lodged with the Association.

### *Participation in a Cup Tie*

103. A player previously registered in any season as a non amateur by means of a Full Professional Form or a Form 'A' (Professional) shall not take part in a cup tie under the direct control of the Association or of a recognised football body other than an Affiliated National Association without having signed, prior thereto, one or other of those professional forms for the club for which he desires to play unless in the interval he has been reinstated to amateur status by the Association.

### *Subject to Articles and Rules*

104. A player having signed a registration form shall be subject to the Articles and the rules and regulations of the Association whose decision in all matters in dispute shall be final and binding subject to any relevant appeals or arbitration procedure available in terms of the Articles, and all registration forms shall display prominently a statement to this effect.

104.1 A player who participates in any match played under the jurisdiction of the Association shall also be subject to the terms of Article 104.

104.2 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 Association shall be subject also to the regulations and authority of U.E.F.A and F.I.F.A.

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

### *Prohibition On Approach To Registered Player*

106. Except as otherwise provided by the Articles, a club, official, 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. Any infringement of this Article shall be dealt with by the Council which shall be entitled to take such action and impose such penalties against the club, official, player, or other person as it may in the circumstances think fit. Any penalty imposed by the Council upon a club may include the refusal to register for such club any player whom it considers to have been so induced. 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.

106.1 Except as otherwise provided by the Articles no club shall employ a player who is registered for any other club or who has failed to comply with a decision of the Council. Infringements of this Article shall also be dealt with by the Council who may impose any penalty it in its discretion feels necessary, including refusal to register the player.

106.2 Except as otherwise provided by the Articles, 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. Any infringement of this Article shall render the player concerned and any official, player, or other person who makes such communication or approach liable to such penalties by way of fine, suspension, expulsion or otherwise as the Council may think proper.

### *Player Serving in HM Forces*

107. A player whilst serving in any branch of H.M. Regular Forces shall not be registered by a club as a non-amateur. A soldier, sailor, or airman whose discharge has been obtained by purchase shall not in such circumstances be entitled to be registered as a non-amateur player until the expiration of 12 months from the date of his discharge. A soldier, sailor or airman whilst serving shall not be approached to play or to sign for a club at any time without at least 14 days' notice being given in the case of the Army or Royal Air Force to the Officer Commanding the Unit and in the case of the Royal Navy to the Honorary Secretary of The Royal Navy Football Association.

### *Consent to Play*

108. A club may not field any player recognised to be currently playing for a club under the jurisdiction of the Scottish Amateur Football Association without the written consent of the Scottish Amateur Football Association club, unless at least 5 clear days' notice shall have been given in writing to that club by recorded delivery letter.

### *Registration for Competitions*

109. 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 the Articles.

### *Reversion Of Transfer Of Registration Rights*

110. Except as aforementioned, if any club is expelled, resigns, retires, or ceases to be a member of the Association for whatever reason, the registrations of the players who are registered with the Association by such club, and any entitlements therefrom, shall continue to be held by the Association which shall where appropriate arrange the transfers of or compensation fees for all such registrations. The monies received in respect thereof shall belong to the Association but the Council shall have the power to grant to such club if its conduct has not been unsatisfactory a sum not exceeding two-thirds of the monies received.

110.1 In the event that the cessation of the membership of a club has resulted from the insolvency of the club and the appointed official liquidator, receiver, administrator or trustee in bankruptcy has intimated to the Association the resignation of the club in terms of the Articles, then the Council may grant to such official liquidator, receiver, administrator or trustee in bankruptcy the monies received in terms of Article 110 after deduction therefrom of a sum equal to any debts owed by the club to the Association or to any body of which the Association is in membership or to any club or recognised football body.

110.2 The provisions of Articles 110 and 110.1 are subject to the rights of the Scottish Football League where a club in membership of the Scottish Football League is expelled, resigns, retires or ceases for whatever reason to be a member of the Scottish Football League prior to resigning, retiring or ceasing to be a member of the Association.

#### *Use of Prohibited Substances or Prohibited Techniques*

111. No player shall use or take advantage of a Prohibited Substance or Prohibited Technique as defined in The SFA Charter Against Doping in Scottish Football and as may be further specified by the Council by amending that Charter from time to time.

111.1 No recognised football body, club, official, player, referee or other person under the jurisdiction of the Association shall assist or incite any player to use or take advantage of any Prohibited Substance or Prohibited Technique as defined in The SFA Charter Against Doping in Scottish Football and as may be further specified by the Council by amending that Charter from time to time.

111.2 If it is established that a breach of this Article has occurred in terms of The SFA Charter Against Doping in Scottish Football the General Purposes Committee of the Association may impose such penalties as are provided in that Charter.

111.3 Where the General Purposes Committee concludes that a breach of Articles 111 or 111.1 has occurred in terms of The SFA Charter Against Doping in Scottish Football, the person or body found to be so in breach shall be entitled to appeal against such conclusion or any penalty imposed under that Charter to the Doping Appeals Tribunal. The procedures governing such appeals are set out in Article 179.4.

### REGISTRATION PROCEDURES

#### *Full Professional Form*

112. Every non-amateur player who has entered into an agreement with a club providing for payment to him of wages of not less than £1 per week shall irrespective of the status of the club be registered with the Association by means of a Full Professional Form. Except as provided in Articles 131.2 and 139.2 a player who has not reached the statutory school leaving age shall not be registered with the Association by means of a Full Professional Form. The registration of a player who is under 18 years of age at the date of signing by means of a Full Professional Form may be for a period not exceeding 3 years, and any such clause referring to a longer duration within the relative agreement between the player and the club shall render the registration invalid. A player signing a Full Professional Form for a club in membership of the Scottish Junior Football Association shall be paid a signing fee of not less than £50.

112.1 Unless lodged in accordance with the terms of Article 120 a Full Professional Form will not be valid unless it is accompanied by the agreement entered into between the club concerned and the player stating all the terms and conditions in conformity with Articles 122 to 122.7 and any Full Professional Form and/or its

accompanying agreement which is/are for any reason found to be unacceptable shall be considered to be invalid and shall be retained by the Secretary.

113. Before a player signs a Full Professional Form, the club concerned shall ensure that all of the details including the date of signing are accurate and have been properly inserted. The player's signature and that of the secretary or other accredited official of the club shall be attested by another party. The form, to be valid, must comply with the provisions of the Articles and must be lodged with the Secretary within 14 days of the date of signing in the case of a club in full or associate membership, and within 3 days (Saturday and Sunday excluded) in the case of a junior club. The club and the player concerned shall each be issued with written confirmation of registration.

113.1 A player after signing a Full Professional Form shall not play until such form has been properly completed and accepted as valid by the Secretary and he shall be deemed to be registered on the day upon which such form and the agreement referred to in Article 112.1 have been acknowledged as valid by the Secretary.

114. Except as provided hereinafter, or unless cancelled at an earlier date in terms of Article 119 registration by means of a Full Professional Form shall be binding on the player and a club in full or associate membership or in membership of an Affiliated Association or in membership of the Scottish Junior F.A. as the case may be, until the date on which the agreement between the club and the player terminates.

114.1 Notwithstanding the foregoing, such registration shall remain effective and binding on the player and the club if a new agreement is concluded and is properly lodged with the Secretary not later than the date on which an existing agreement terminates.

114.2 A player who is registered for a junior club by means of a Full Professional Form may, on and after 16th May, sign and be registered for that club for the ensuing season.

115. A player who is registered by means of a Full Professional Form, may only play:-

- (1) for the club for which he is registered;
- (2) for any authorised club in a friendly match provided that he is otherwise eligible to do so and provided that the written permission of the club for which he is registered is lodged with the Secretary before such match;
- (3) for a representative team selected and organised by a recognised football body having jurisdiction over all the non-amateur players in the team; and
- (4) as otherwise provided in the Articles.



115.1 A player who is registered by means of a Full Professional Form for a junior club other than a player who is awaiting transfer of registration in terms of Article 118.2 may with the written permission of the club for which he is registered play for any club in membership of the Association, provided that he is otherwise eligible to do so. A player shall not be approached for the aforementioned purpose without permission having been given in writing by the junior club for which he is registered.

116. Unless he has the permission of the club for which he is registered to do so, a player who is registered by means of a Full Professional Form shall neither negotiate nor enter into an engagement with any other authorised club during the currency of his registration, except in the case of a player of a club in membership of the Scottish Football League or of the Scottish Premier League, where it is permissible to do so in accordance with the constitution and rules of the Scottish Football League or the constitution and rules of the Scottish Premier League, as appropriate.

116.1 A club, an official or a player of such club or other person connected therewith, shall not approach a player who is registered by means of a Full Professional Form for another club for any purpose whatsoever without the written permission of the club for which he is registered, nor shall a club employ an agent or consider an offer from an agent to act on behalf of the club to make such an approach.

#### *Transfer of Registration*

117. A player who is registered by means of a Full Professional Form for a club in full or associate membership or in membership of an Affiliated Association, may have his registration transferred immediately to another club by the club to which his registration is to be transferred lodging with the Secretary a Full Professional Form and the relative agreement between the player and that club both completed in accordance with the Articles, and a transfer form signed by the player and on behalf of each club concerned by its secretary or other accredited official. The player's current registration will be cancelled on, and his registration for the club to which his registration is to be transferred effected from, the date on which such documents are received and accepted as valid by the Secretary. The clubs and the player concerned shall each be issued with written confirmation of the transfer of registration.

117.1 A player who is registered by means of a Full Professional Form for a club in full or associate membership or in membership of an Affiliated Association, may have his registration transferred temporarily to another such club provided that the rules of the recognised football body within which such temporary transfers are to be permitted and which will govern such temporary transfers, have been submitted to and have been approved by the Association. The club to which a player's registration is to be transferred temporarily shall lodge with the Secretary a Temporary Transfer Form of the recognised football body concerned signed by the player and on behalf of each club concerned by its secretary or other accredited official. The terms and conditions under which a player's registration is to be temporarily transferred shall be clearly stated therein. The temporary transfer of the player's registration will be effected from the date on which such form is received and accepted as valid by the Secretary. The clubs and the player concerned shall each be issued with written confirmation of

the temporary transfer of registration.

The temporary transfer of a player's registration once effected, shall continue in force until the expiry date of the period of the temporary transfer, unless the terms and conditions of the temporary transfer of registration contain provision for the early termination of the temporary transfer and such termination is notified to the Secretary in writing, signed by the player and by the secretary or other accredited official of each club concerned.

On the termination of a temporary transfer of registration, the player's registration shall immediately revert to the club from which his registration was temporarily transferred.

117.2 A player who is registered by means of a Full Professional Form for a club in full or associate membership and whose registration is transferred to another such club under Articles 117 or 117.1 during the currency of the playing season and who, subsequently in the same season, plays for that other club in any of the Challenge Cup Competitions shall not again in that season be registered or eligible to play in competitive matches for the club for which he was previously registered.

117.3 The transfer of the registration of a player who is registered by means of a Full Professional Form for a junior club to a club in full or associate membership or in membership of an Affiliated Association may be given effect to immediately, as provided in Article 117, or delayed until a later date. All such transfers, whether immediate or delayed, shall be subject to the terms of Articles 118 to 118.6.

117.4 The transfer of the registration of a player who is registered by means of a Full Professional Form for a junior club to another junior club shall be subject to the procedure and provisions stated in Article 117.

118. The transfer of the registration of a player who is registered by means of a Full Professional Form for a junior club to a club in full or associate membership or in membership of an Affiliated Association shall be subject to the following conditions:-

- (1) The club which desires the transfer of the player's registration shall not approach the player directly or indirectly until the amount of the transfer fee payable has been determined with the club for which the player is registered.
- (2) The club which desires the transfer of the player's registration shall approach the junior club for which the player is registered for the purpose of opening negotiations on the question of the fee payable in respect of the transfer of the player's registration. It shall also be responsible for sending by recorded delivery a letter to the Secretary and to the secretary of the player's junior club to establish that an approach has been made.



- (3) The fee negotiated shall be paid to the junior club for which the player is registered within 14 days of the player's signing for the club to which his registration is to be transferred unless the clubs agree to the contrary and commit the terms of their agreement to writing.

118.1 For as long as it continues to be a competitor in the current Scottish Junior Cup Competition, a junior club shall have the right to delay the transfer of the registration of any player who was registered for such club on the opening day of the Scottish Junior Football Association's playing season or on any date subsequent thereto up to and including the date fixed for playing the first round of that competition. A junior club which, in these circumstances, forfeits its right to delay a transfer of registration shall be entitled to negotiate an additional fee from the other club which shall not exceed £30. Otherwise, effect may be given immediately to a transfer of registration or it may be delayed at the discretion of the club to which the player's registration is to be transferred.

118.2 When a transfer of registration is to be delayed, the club to which the player's registration is to be transferred shall lodge with the Secretary a Full Professional Form and the relative agreement between the player and that club, both completed in accordance with the Articles, and shall retain the transfer form which shall be signed by the player and on behalf of each club by its secretary or other accredited official. Thereupon, the player's registration for the junior club shall be cancelled. Notwithstanding, he may, provided that he does not infringe the terms of Article 118.4 continue to play for the junior club until the transfer of registration is completed, whether it be in the same season or in some subsequent season. He may also, before the transfer of registration is completed and subject to the restriction contained in Article 118.4, play for the club to which his registration is to be transferred.

118.3 In order that effect may be given to a delayed transfer of registration, the club to which the player's registration is to be transferred shall, by recorded delivery, send to the Secretary the transfer form on which shall be stated the date on which the transfer of registration is to be completed. It shall also by recorded delivery letter addressed to the secretary of the junior club give 7 days' notice of the impending completion.

118.4 A player whose transfer of registration is delayed may with the written permission of the junior club play for the club to which his registration is to be transferred, provided that he is otherwise eligible to do so. A player shall not be approached to play for the club to which his registration is to be transferred without the prior permission in writing of the junior club.

118.5 A player who has continued to play for a junior club in terms of Article 118.2 and whose registration for the club to which it was to have been transferred is subsequently cancelled or is not desired for the ensuing season, shall still be eligible to play under the jurisdiction of the Scottish Junior Football Association. His registration by means of a Full Professional Form for such club shall be reinstated from the date of cancellation or from 16th May, as the case may be, and shall again be binding on the player.

118.6 An additional fee, amounting to 7½% of the sum received, shall be paid to the player's former junior club if, within 2 years of his transfer being completed, a player is transferred to another club.

118.7 Prior to 15th May in any year, a club to which a player is still awaiting the transfer of his registration shall inform the Secretary and the junior club in writing that:-

- (1) his registration as a player awaiting transfer of registration is not to be continued for the ensuing season, in which case his registration for the junior club will be reinstated with effect from 16th May; or
- (2) his registration as a player awaiting transfer of registration is to be continued for the ensuing season; or
- (3) his transfer of registration is to be completed, in which case the terms of Article 118.3 shall apply.

118.8 For the period of the second and any subsequent season in which a player is awaiting transfer of registration, the junior club shall be entitled to one additional fee from the other club amounting to 33 ⅓% of the original fee.

#### *Cancellation*

119. Registration by means of a Full Professional Form may be cancelled:-

- (1) on a written request to the Secretary duly signed by an accredited official of the club and by the player; or
- (2) by the authority of the Association; or
- (3) as otherwise provided herein.

120. When a club and a player give notice that the player's registration by means of a Full Professional Form be cancelled to enable him to play outwith the United Kingdom, they may complete and sign a fresh Full Professional Form and lodge it and the notice of cancellation with the Secretary. Effect will only be given to the registration in accordance with Article 113.1 upon the player's seeking to play again in Scotland and upon the submission then of a relative agreement between the player and that club completed in terms of Articles 122 to 122.7.

121. A player who is registered by means of a Full Professional Form for a club in full or associate membership and whose registration is cancelled during the currency of the playing season and who, subsequently in the same season, plays for another club in any of the Challenge Cup Competitions shall not again in that season be registered or eligible to play in competitive matches for the club for which he was previously registered.

### *Agreement Between Club and Player*

122. A club must enter into a written agreement with each player whom it has registered by means of a Full Professional Form. Such agreement, which may be for any period of time which is not less than 4 weeks, shall state clearly the terms upon which the player is engaged. It shall be signed by the player and by the secretary or an accredited official of the club concerned and shall be attested by 2 other parties and lodged with the Secretary together with the Full Professional Form. A duplicate, also signed by all parties, shall be given to the player.

122.1 Where an agreement between a club and a player who has signed a Full Professional Form is the subject of notice of termination by the club, the registration of the player with the Association shall be cancelled by the Association upon being advised of such termination unless a written personal appeal from the player against such termination is received by the Association within 7 days of receipt of notice by the player from his club of termination of the agreement. Such appeal must be accompanied by a fee of £20 which may be forfeited and the party against whom the decision is given may at the discretion of the Committee dealing with such matter be held liable in all expenses thereby incurred.

122.2 In the event of such player not intimating a personal appeal in writing against termination of his engagement within the period prescribed in Article 122.1, the agreement between the parties shall be held to have terminated on the date upon which the player's registration with the Association is cancelled, and the player and the club shall be held to have renounced and discharged all claims, rights or remedies, competent to either of them.

122.3 In the event of any question, dispute or difference arising under such agreement including claims for wages or damages either during the currency or after the termination thereof, no proceedings shall be competent thereon or in connection therewith in any Court of Law until the appeals and arbitration procedures of the Association contained in Articles 179 and 180 shall have been exhausted.

122.4 Intimation of such question, dispute or difference may be made by the player to the Appeals Committee appointed annually by the Council who shall adjudicate and whose decision shall be final. Such intimation must be made in writing by the player personally during the currency of the agreement or within 3 months of its termination and shall be accompanied by a fee of £20 which may be forfeited and, in addition, the party against whom any decision is given may at the discretion of the Appeals Committee be held liable in all expenses thereby incurred. This section does not apply to any question arising from termination of the player's registration provided for in Article 122.1.

122.5 Appeals or claims from players registered on Form "A" (Professional) or Form "B" (Amateur) by junior clubs shall be dealt with by the Scottish Junior Football Association subject to a further appeal to the Appeals Committee of the Association in accordance with the terms of Article 66. All other claims from players attached to junior clubs shall be dealt with by the Association.

122.6 A player who is registered for a club in full or associate membership by means of a Full Professional Form shall, during the period of any suspension imposed upon him for any reason other than breach of contract, be paid the basic minimum wage to which he is entitled during the playing season under the terms of his contract.

A player who is registered for a club in full or associate membership other than by means of a Full Professional Form shall not be entitled to, nor shall a club pay him any wages for any period for which he is suspended.

122.7 In event of the Council deciding that the game shall be suspended, as provided for in Article 56(5), agreements between clubs and players shall be correspondingly suspended unless in the case of any club or clubs being exempted from such stoppage.

123. The whole of Article 122 must be embodied in all service agreements between clubs and players and except in the case of agreements between clubs in membership of the Scottish Football League or the Scottish Premier League and their players, and except as provided in the Articles no further agreement of any description shall be entered into between clubs and players. Articles 122.1 to 122.5 shall not apply in the case of agreements between clubs in membership of the Scottish Football League or the Scottish Premier League and their players.

124. A player who leaves a club in violation of his agreement with that club shall be suspended automatically on his being reported to the Association by the club concerned.

125. Upon expiry of his agreement a non-amateur player shall be free to conclude a new agreement with any club which wishes to engage his services. If upon expiry of such agreement the player has attained the age of 24 years there shall be no entitlement to a compensation fee by his previous club.

125.1 A club which has offered terms of re-engagement to a non-amateur player who is under 24 years of age at the date of expiry of the agreement between the club and the player, and who subsequently has decided to conclude an agreement with another club shall be entitled to compensation from the other club subject to the following provisions:-

- (1) The player was previously registered with the Association for his former club by means of a Full Professional Form.
- (2) The former club, not later than the date of expiry of the agreement, or in the case of a club in membership of the Scottish Football League or the Scottish Premier League in accordance with the rules of the Scottish Football League or the Scottish Premier League, as appropriate, relating to 'entitlement to compensation' procedures, has notified the player by recorded delivery letter of the terms of re-engagement which are to remain available to the player to accept or decline within a period of 21 days thereafter. A copy of the terms of re-engagement, which in the opinion of the Council shall be not less favourable than the terms of the player's previous agreement, must also be lodged by recorded delivery with the Secretary, at the same time as the notification of terms to the player.

Notwithstanding the foregoing provisions, when both of the clubs involved in a player's move from one club to another are in membership of the Scottish Football League or when both of the clubs involved in a player's move from one club to another are in membership of the Scottish Premier League, or if one club is in membership of the Scottish Football League or the Scottish Premier League and the other club is in membership of the Scottish Junior Football Association, the existing rules of the Scottish Football League or of the Scottish Premier League and the existing agreement between the Scottish Football League and the Scottish Junior Football Association, or any agreement between the Scottish Premier League and the Scottish Junior Football Association respectively, for as long as they remain in force, will at the same time require to be observed by those clubs and will be applicable when establishing the former club's entitlement to compensation.

- (3) The player is registered with the Association for his new club by means of a Full Professional Form or a Form "A" (Professional).

125.2 If a club should register a player to whom the aforesaid provisions apply excepting Article 125.1(3) on any other registration form of the Association it shall be held liable, subject to investigation by the Association, to pay compensation to the player's former club if the player should subsequently be registered for any other club, by means of a Full Professional Form or a Form "A" (Professional) within a period of 2 years from the date of expiry of his agreement with his former club. A club which has registered a player in similar circumstances shall be held liable, subject to investigation by the Association, to pay compensation to the player's former club if the player subsequently concludes an agreement for a club in membership of another National Association within a period of 2 years from the date of expiry of his agreement with his former club, allowing that in terms of FIFA or UEFA rules existing at the time of the date of expiry of his agreement with his former club, the player's former club would have been entitled to compensation from the club with which the player has concluded an agreement.

125.3 The following procedures will require to be observed by the clubs concerned in determining an entitlement to compensation:-

- (1) The club for which the player has been registered by means of a Full Professional Form or a Form "A" (Professional) shall be responsible for contacting the player's former club in writing by recorded delivery letter within 7 days of the date of signing of the form to open discussions regarding compensation.
- (2) Both clubs shall be responsible for reaching agreement on the matter of compensation within 21 days of the date of the player's signing of a Full Professional Form or a Form "A" (Professional). The agreement so reached is to be committed to writing and be duly signed by both clubs.

- (3) In the event that agreement is not reached within the 21 day period stated, the former club may request in writing by recorded delivery letter to the Secretary within a further period of 7 days thereafter that a tribunal ("the Tribunal") appointed by Council be convened to resolve the matter.

125.4 The Tribunal shall have full power to regulate its own procedure and to award costs, and its decision on matters coming before it shall be final and binding.

#### Form "A" (PROFESSIONAL)

126. A non-amateur player who is not qualified by age or terms of engagement to be registered by means of a Full Professional Form may be registered by a club in full or associate membership or in membership of an Affiliated Association or in membership of the Scottish Junior Football Association by means of a Form "A" (Professional).

127. Before a player signs a Form "A" (Professional), the club concerned shall ensure that all of the details including the date of signing are accurate and have been properly inserted. The player's signature and that of the secretary or other accredited official of the club shall be attested by another party. The form, to be valid, must comply with the provisions of the Articles and must be received by the Secretary within 14 days of the date of signing in the case of a club in full or associate membership or in membership of an Affiliated Association, and within 3 days (Saturday and Sunday excluded) in the case of a junior club. The club and the player concerned shall each be issued with written confirmation of registration. A Form "A" (Professional) which is lodged with the Secretary and which for any reason is found to be unacceptable shall be considered to be invalid and shall be retained by the Secretary.

127.1 The terms and conditions under which a player who has signed a Form "A" (Professional) has been engaged, shall be clearly stated thereon.

127.2 A player who is registered by means of a Form "A" (Professional) shall not be paid a signing fee in excess of £25.

128. Unless cancelled at an earlier date, a registration by means of a Form "A" (Professional) for a club other than a junior club shall be binding on the player and the club until 15th May following.

128.1 In the case of a player of a junior club, registration by means of a Form "A" (Professional) shall, unless cancelled at an earlier date, be binding on the player and the club until the third Saturday of June following.

128.2 A player who is registered for a junior club by means of a Form "A" (Professional) may, on and after 16th May, sign and be registered for that club for the ensuing season.

129. A player who is registered by means of a Form "A" (Professional) may only play:-

- (1) for the club for which he is registered;
- (2) for any authorised club in a friendly match provided that he is otherwise eligible to do so and provided that the written permission of the club for which he is registered is lodged with the Secretary before such match;
- (3) for a representative team selected and organised by a recognised football body having jurisdiction over all the non-amateur players in the team;
- (4) in any circumstances governed by agreement between the Scottish Junior Football Association and any other Affiliated National Association provided that the terms of such agreement are not contrary to the Articles;
- (5) for a club in full or associate membership provided that he is otherwise eligible to do so and provided that the written permission of the club for which he is registered is obtained before each match, and in the case of a player who is registered for a junior club subject to the terms of Article 129.1 or to the terms of Article 132.4.

129.1 A player who is registered by means of a Form "A" (Professional) for a junior club other than a player who is awaiting transfer of registration in terms of Article 132.2 may with the written permission of the club for which he is registered play for any club in membership of the Association, provided that he is otherwise eligible to do so.

130. A player who is registered by means of a Form "A" (Professional) shall neither negotiate nor enter into an engagement with any other authorised club unless he becomes the subject of a transfer of registration.

130.1 A club, an official or a player of such club or other person connected therewith, shall not approach a player who is registered by means of a Form "A" (Professional) for another club for any purpose whatsoever without the written permission of the club for which he is registered, nor shall a club employ an agent or consider an offer from an agent to act on behalf of the club to make such an approach.

#### *Transfer of Registration*

131. A player who is registered by means of a Form "A" (Professional) for a club in full or associate membership or in membership of an Affiliated Association may have his registration transferred immediately to another such club for registration by means of a Full Professional Form by the club to which his registration is to be transferred lodging with the Secretary such a form and the relative agreement between the player and that club, both completed in accordance with the Articles, and a transfer form signed by the player and on behalf of each club by its secretary or other accredited official. The player's current registration will be cancelled on, and his registration for the club to which his registration is to be transferred effected from, the date on which such documents are received and accepted as valid by the Secretary. The clubs and the player concerned shall each be issued with written confirmation of the transfer of registration.

131.1 The transfer of the registration of a player who is registered by means of a Form "A" (Professional) for a junior club to a club in full or associate membership or in membership of an Affiliated Association, for registration by means of a Full Professional Form, may be given effect to immediately, as provided in Article 131, or delayed until a later date. All such transfers, whether immediate or delayed, shall be subject to the terms of Articles 132 to 132.6.

131.2 Notwithstanding the restriction referred to in Article 112, a player who is registered by means of a Form "A" (Professional) and who has not reached the statutory school leaving age, may have his registration transferred to, and be registered by means of a Full Professional Form for a club in full or associate membership but the registration, although completed in conformity with Articles 131 or 131.1, shall not become operative until he has reached the statutory school leaving age.

132. The transfer of the registration of a player who is registered by means of a Form "A" (Professional) for a junior club to a club in full or associate membership or in membership of an Affiliated Association shall be subject to the following conditions:-

- (1) The club which desires the transfer of the player's registration shall not approach the player directly or indirectly until the amount of the transfer fee payable has been determined with the club for which the player is registered.
- (2) The club which desires the transfer of the player's registration shall approach the junior club for which the player is registered for the purpose of opening negotiations on the question of the fee payable in respect of the transfer of the player's registration. It shall also be responsible for sending by recorded delivery a letter to the Secretary and to the secretary of the player's junior club to establish that an approach has been made.
- (3) The fee negotiated shall be paid to the junior club for which the player is registered within 14 days of the player's signing for the club to which his registration is to be transferred, unless the clubs agree to the contrary and commit the terms of their agreement to writing.

132.1 For as long as it continues to be a competitor in the current Scottish Junior Cup Competition, a junior club shall have the right to delay the transfer of the registration of any player who was registered for such club on the opening day of the Scottish Junior Football Association's playing season or on any date subsequent thereto up to and including the date fixed for playing the first round of that competition. A junior club which, in these circumstances, forfeits its right to delay a transfer of registration shall be entitled to negotiate an additional fee from the other club which shall not exceed £30. Otherwise, effect may be given immediately to a transfer of registration or it may be delayed at the discretion of the club to which the player's registration is to be transferred.

132.2 When a transfer of registration is to be delayed, the club to which the player's registration is to be transferred shall lodge with the Secretary a Full Professional Form and the relative agreement between the player and that club, both completed in accordance with the Articles, and shall retain the transfer form which shall be signed by the player and on behalf of each club by its secretary or other

accredited official. Thereupon, the player's registration for the junior club shall be cancelled. Notwithstanding, he may, provided that he does not infringe the terms of Article 132.4 continue to play for the junior club until the transfer of registration is completed, whether it be in the same season or in some subsequent season. He may also, before the transfer of registration is completed and subject to the restriction contained in Article 132.4, play for the club to which his registration is to be transferred.

132.3 In order that effect may be given to a delayed transfer of registration, the club to which the player's registration is to be transferred shall, by recorded delivery, send to the Secretary the transfer form on which shall be stated the date on which the transfer of registration is to be completed. It shall also by recorded delivery letter addressed to the secretary of the junior club give 7 days' notice of the impending completion.

132.4 A player whose transfer of registration is delayed may with the written permission of the junior club play for the club to which his registration is to be transferred, provided that he is otherwise eligible to do so. A player shall not be approached to play for the club to which his registration is to be transferred without the prior permission in writing of the junior club.

132.5 A player who has continued to play for a junior club in terms of Article 132.2 and whose registration for the club to which it was to have been transferred is subsequently cancelled or is not desired for the ensuing season, shall still be eligible to play under the jurisdiction of the Scottish Junior Football Association. His registration by means of a Form "A" (Professional) for such club shall be reinstated from the date of cancellation or from 16th May, as the case may be, and shall again be binding on the player.

132.6 An additional fee, amounting to 7½% of the sum received, shall be paid to the player's former junior club if, within 2 years of his transfer being completed, a player is transferred to another club.

132.7 Prior to 15th May in any year, a club to which a player is still awaiting the transfer of his registration shall inform the Secretary and the junior club, in writing that:-

- (1) his registration as a player awaiting transfer of registration is not to be continued for the ensuing season, in which case his registration for the junior club will be reinstated with effect from 16th May; or
- (2) his registration as a player awaiting transfer of registration is to be continued for the ensuing season; or
- (3) his transfer of registration is to be completed, in which case the terms of Article 132.3 shall apply.

132.8 For the period of the second and any subsequent season in which a player is awaiting transfer of registration, the junior club shall be entitled to one additional fee from the other club amounting to 33 1/3% of the original fee.

### *Cancellation*

133. Registration by means of a Form "A" (Professional) may be cancelled:-

- (1) on a written request to the Secretary duly signed by an accredited official of the club and by the player; or
- (2) by the authority of the Association; or
- (3) as otherwise provided herein.

### *Form "B" (Amateur)*

134. An amateur player and any former non-amateur player who has been reinstated to amateur status by the Association may be registered by a club in full or associate membership or in membership of an Affiliated Association or in membership of the Scottish Junior Football Association by means of a Form "B" (Amateur).

134.1 It shall be considered an offence for any player who at any time held status as a non-amateur to seek registration by means of a Form "B" (Amateur) unless he has been reinstated to amateur status by the Association.

135. Before a player signs a Form "B" (Amateur), the club concerned shall ensure that all of the details including the date of signing are accurate and have been properly inserted. The player's signature and that of the secretary or other accredited official of the club shall be attested by another party. The form, to be valid, must comply with the provisions of the Articles and must be received by the Secretary within 14 days of the date of signing in the case of a club in full or associate membership or in membership of an Affiliated Association, and within 3 days (Saturday and Sunday excluded) in the case of a junior club. The club and the player concerned shall each be issued with written confirmation of registration. A Form "B" (Amateur) which is lodged with the Secretary and which for any reason is found to be unacceptable shall be considered to be invalid and shall be retained by the Secretary.

136. Unless cancelled at an earlier date, a registration by means of a Form "B" (Amateur) for a club other than a junior club shall be binding on the player and the club until 15th May following.

136.1 In the case of a player of a junior club, registration by means of a Form "B" (Amateur) shall, unless cancelled at an earlier date, be binding on the player and the club until the third Saturday of June following.

136.2 A player who is registered for a junior club by means of a Form "B" (Amateur) may, on and after 16th May, sign and be registered for that club for the ensuing season.

137. A player who is registered by means of a Form "B" (Amateur) may only play:-

- (1) for the club for which he is registered;

- (2) for any authorised club in a friendly match provided that he is otherwise eligible to do so and provided that the written permission of the club for which he is registered is lodged with the Secretary before such match;
- (3) for a representative team selected and organised by a recognised football body having jurisdiction over all the non-amateur players in the team;
- (4) in any circumstances governed by agreement between the Scottish Junior Football Association and any other Affiliated National Association provided that the terms of such agreement are not contrary to the Articles;
- (5) for a club in full or associate membership provided that he is otherwise eligible to do so and provided that the written permission of the club for which he is registered is obtained before each match, and in the case of a player who is registered for a junior club subject to the terms of Article 137.1 or to the terms of Article 140.4.

137.1 A player who is registered by means of a Form "B" (Amateur) for a junior club other than a player who is awaiting transfer of registration in terms of Article 140.2 may with the written permission of the club for which he is registered play for any club in membership of the Association, provided that he is otherwise eligible to do so.

138. A player who is registered by means of a Form "B" (Amateur) may communicate with any club for which he desires to play as an amateur. Otherwise he shall neither negotiate nor enter into an engagement with any other authorised club unless he becomes the subject of a transfer of registration.

138.1 A club, an official or a player of such club or other person connected therewith, shall not approach a player who is registered by means of a Form "B" (Amateur) for another club for any purpose whatsoever without the written permission of the club for which he is registered, nor shall a club employ an agent or consider an offer from an agent to act on behalf of the club to make such an approach.

#### *Transfer of Registration*

139. A player who is registered by means of a Form "B" (Amateur) for a club which is in full or associate membership or in membership of an Affiliated Association may have his registration transferred immediately to another such club for registration by means of a Full Professional Form by the club to which his registration is to be transferred lodging with the Secretary such a form and the relative agreement between the player and that club, both completed in accordance with the Articles, and a transfer form signed by the player and on behalf of each club by its secretary or other accredited official. The player's current registration will be cancelled on, and his registration for the club to which his registration is to be transferred effected from, the date on which such documents are received and accepted as valid by the Secretary. The clubs and the player concerned shall each be issued with written confirmation of the transfer of registration.

139.1 The transfer of the registration of a player who is registered by means of a Form "B" (Amateur) for a junior club to a club in full or associate membership or in

membership of an Affiliated Association, for registration by means of a Full Professional Form, may be given effect to immediately, as provided in Article 139, or delayed until a later date. All such transfers of registration, whether immediate or delayed, shall be subject to the terms of Articles 140 to 140.6.

139.2 Notwithstanding the restriction referred to in Article 112, a player who is registered by means of a Form "B" (Amateur) and who has not reached the statutory school leaving age, may have his registration transferred to, and be registered by means of a Full Professional Form for a club in full or associate membership but the registration, although completed in conformity with Articles 139 or 139.1, shall not become operative until he has reached the statutory school leaving age.

140. The transfer of the registration of a player who is registered by means of a Form "B" (Amateur) for a junior club to a club in full or associate membership or in membership of an Affiliated Association shall be subject to the following conditions:-

- (1) The club which desires the transfer of the player's registration shall not approach the player directly or indirectly until the amount of the transfer fee payable has been determined with the club for which the player is registered.
- (2) The club which desires the transfer of the player's registration shall approach the junior club for which the player is registered for the purpose of opening negotiations on the question of the fee payable in respect of the transfer of the player's registration. It shall also be responsible for sending by recorded delivery a letter to the Secretary and to the secretary of the junior club, to establish that an approach has been made.
- (3) The fee negotiated shall be paid to the junior club for which the player is registered within 14 days of the player's signing for the club to which his registration is to be transferred, unless the clubs agree to the contrary and commit the terms of their agreement to writing.

140.1 For as long as it continues to be a competitor in the current Scottish Junior Cup Competition, a junior club shall have the right to delay the transfer of registration of any player who was registered for such club on the opening day of the Scottish Junior Football Association's playing season or on any date subsequent thereto up to and including the date fixed for playing the first round of that competition. A junior club which, in these circumstances, forfeits its right to delay a transfer of registration shall be entitled to negotiate an additional fee from the other club which shall not exceed £30. Otherwise, effect may be given immediately to a transfer of registration or it may be delayed at the discretion of the club to which the player's registration is to be transferred.

140.2 When a transfer of registration is to be delayed, the club to which the player's registration is to be transferred shall lodge with the Secretary a Full Professional Form and the relative agreement between the player and that club, both completed in accordance with the Articles, and shall retain the transfer form which shall be signed by the player and on behalf of each club by its secretary or other accredited official. Thereupon, the player's registration for the junior club shall be cancelled.

Notwithstanding, he may, provided that he does not infringe the terms of Article 140.4 continue to play for the junior club until the transfer of registration is completed, whether it be in the same season or in some subsequent season. He may also, before the transfer of registration is completed and subject to the restriction contained in Article 140.4, play for the club to which his registration is to be transferred.

140.3 In order that effect may be given to a delayed transfer of registration, the club to which the player's registration is to be transferred shall, by recorded delivery, send to the Secretary the transfer form on which shall be stated the date on which such transfer is to be completed. It shall also by recorded delivery letter addressed to the secretary of the junior club give 7 days' notice of the impending completion.

140.4 A player whose transfer of registration is delayed may with the written permission of the junior club play for the club to which his registration is to be transferred, provided that he is otherwise eligible to do so. A player shall not be approached to play for the club to which his registration is to be transferred without the prior permission in writing of the junior club.

140.5 A player who has continued to play for a junior club in terms of Article 140.2 and whose registration for the club to which it was to have been transferred is subsequently cancelled or is not desired for the ensuing season, shall still be eligible to play under the jurisdiction of the Scottish Junior Football Association. He shall not, however, automatically revert to the junior club which, upon being informed by the Secretary that a delayed transfer of registration is not being completed, shall have 14 days from such notification to register the player by means of a Form "A" (Professional) or a Full Professional Form, otherwise the player shall become unattached to any club.

140.6 An additional fee, amounting to 7 $\frac{1}{2}$ % of the sum received, shall be paid to the player's former junior club if, within 2 years of his transfer being completed, a player is transferred to another club.

140.7 Prior to 15th May in any year, a club to which a player is still awaiting the transfer of his registration shall inform the Secretary and the junior club, in writing, that:-

- (1) his registration as a player awaiting transfer of registration is not to be continued for the ensuing season, in which case the terms of Article 140.5 shall apply; or
- (2) his registration as a player awaiting transfer of registration is to be continued for the ensuing season; or
- (3) his transfer of registration is to be completed, in which case the terms of Article 140.3 shall apply.

140.8 For the period of the second and any subsequent season in which a player is awaiting transfer of his registration, the junior club shall be entitled to one additional fee from the other club amounting to 33 1/3% of the original fee.

#### *Registration of Current Form "Y" Player*

141. A club in full or associate membership of the Association, which desires to register by means of a Form "B" (Amateur) a player of amateur status who is registered for a club of an Affiliated National Association by means of Form "Y" (Amateur) may do so without seeking permission. 7 days' notice of such proposed registration must be given by means of recorded delivery letter to the Affiliated National Association club concerned and to the Secretary. During the period of notice, and for 28 days thereafter, the player may neither sign for, nor be registered for any other club.

141.1 If any such player is subsequently in the same playing season registered by the same club in full or associate membership of the Association by means of a Form "A" (Professional) or a Full Professional Form, compensation in the sum or sums set out in Article 160.2 shall be paid to the Affiliated National Association club.

#### *Registration of Current SAFA Player*

142. A club in full or associate membership of the Association which desires to register by means of a Form "B" (Amateur) a player recognised to be a member of a club under the jurisdiction of the Scottish Amateur Football Association may do so without seeking permission provided that 7 days' notice of the proposed registration be given to the player's club by means of recorded delivery letter.

#### *Cancellation*

143. Registration by means of a Form "B" (Amateur) may be cancelled:-

- (1) on a written request to the Secretary duly signed by an accredited official of the club; or
- (2) by the authority of the Association; or
- (3) as otherwise provided herein.

143.1 A player who is registered by means of a Form "B" (Amateur) and who desires to play as an amateur for another club which is in full or associate membership or in membership of an Affiliated National Association other than the Affiliated National Association under whose jurisdiction he is playing currently may apply to do so by writing to the Secretary stating the name of the club for which he wishes to play. He shall at the same time submit a certificate from the appropriate national association confirming his eligibility to play for the club concerned. Thereafter, his Form "B" (Amateur) registration will be cancelled when a period of 28 days has elapsed from the date such application was properly lodged with the Secretary. He shall not in the interval sign or play for the club which he has nominated.

143.2 Under the circumstances referred to in Article 143.1 when a registration is cancelled to enable a player to play for the club stated in his application, he may not play or be registered for any other club during the same playing season unless the permission of the Association is obtained, nor shall an international transfer certificate be issued to enable him to play under the jurisdiction of another National Association.



A club which desires the services of a Form "B" (Amateur) player as an amateur may approach him for this purpose without the permission of the club for which he is registered.

#### FORM "S"

144. A boy who is on the roll of a school affiliated to the Scottish Schools' Football Association and who is not registered for a club in full or associate membership or in membership of the Scottish Junior Football Association and who, before the 1st of September in the current playing season, has attained the age of 13 years may be registered as an Associated Schoolboy for the purposes of coaching and training by a club in full or associate membership by means of a Form "S" on which his status, i.e., amateur or non-amateur must be declared.

144.1 A club shall not have more than 30 Associated Schoolboys registered with the Association at any one time.

144.2 An Associated Schoolboy shall be subject to the Articles and the rules and regulations of the Association and of any other recognised football body of which his club is a member in so far as they are applicable.

144.3 It shall be considered an offence:-

- (1) for a boy to sign a Form "S" while under suspension;
- (2) for a boy who at any time held status as a non-amateur to declare himself an amateur unless he has been reinstated as such by the Association in terms of Articles 101 to 101.7;
- (3) for a club to offer or make any payment to an Associated Schoolboy registered by means of Form "S" other than by way of reimbursement of his necessary hotel and travelling expenses actually incurred; and
- (4) for an Associated Schoolboy registered by means of a Form "S" to accept any such payment as described in Article 144.3(3).

145. Form "S" shall be completed in sextuplicate and after all details including the date of signing have been properly inserted, it shall be signed simultaneously by an accredited official of the club in full or associate membership and by the boy and attested by his Head Teacher and by his parent or guardian all of whom shall retain copies. The original shall be sent to the Secretary who must receive it within 14 days of the date of signing. At the same time a copy shall be sent to the secretary of the Scottish Schools' Football Association accompanied by a fee of £10 which shall be payable by the club, and in the case of a club in membership of the Scottish Football League or the Scottish Premier League a copy shall also be sent to the secretary of the appropriate body. A Form "S" which is lodged with the Secretary and which for any reason is found to be unacceptable shall be considered to be invalid and shall be retained by the Secretary.

145.1 A club registering a boy by means of a Form "S" shall inform accordingly any other club for which he may at that time be registered.

146. Registration by means of a Form "S" shall be binding on the Associated Schoolboy and the club for a period ending 28 days after the date on which he leaves school unless cancelled at an earlier date in terms of the Articles.

146.1 His Head Teacher shall, on the date on which the Associated Schoolboy leaves school, cease to have any standing in relation to the application of the Articles in terms of the boy's registration.

147. An Associated Schoolboy may play for the club for which he is so registered in any match in which he is eligible to play provided that he has reached 15 years of age on 1st September in any playing season and that his Head Teacher has given permission in writing.

147.1 It shall be considered an offence for any club to play any such Associated Schoolboy without its having in its possession the Head Teacher's written permission.

147.2 An Associated Schoolboy may continue to play football for his school.

147.3 An Associated Schoolboy who at the time of signing a Form "S" was currently registered by means of a Form "Y" or who has been given permission in terms of Article 148(2) to be registered by means of a Form "Y" for a club in membership of an Affiliated National Association, may play only for that club, apart from the exceptions stated in Article 159(1), (2) and (4).

148. An Associated Schoolboy may not:-

- (1) play for a club outwith membership of the Scottish Schools' Football Association unless at the time of his signing the Form "S", he was already currently registered for such a club, or unless the club for which he is registered by means of a Form "S", his Head Teacher, and his parent or guardian, have given written permission, in which case he may do so for a club in membership of an Affiliated National Association;
- (2) be registered for any other club outwith the membership of the Scottish Schools' Football Association except with the written permission of the club for which he is registered by means of a Form "S", his Head Teacher and his parent or guardian and then only for a club in membership of an Affiliated National Association; and
- (3) change his attachment to a club in membership of an Affiliated National Association without the written permission of the club for which he is registered by means of a Form "S", his Head Teacher and his parent or guardian.

149. On leaving school an Associated Schoolboy may not be registered as a non-amateur player for any club other than that to which he was attached as an Associated Schoolboy unless, within a period of 28 days from the date on which he left school which date must be intimated by the boy to his club within 7 days, the club has failed to make him a written offer, a copy of which must at the same time be sent to the Association and which must be in conformity with the Articles, rules and regulations of the Association and of the Scottish Football League or the Scottish Premier



League, or has given him written permission to sign as a non-amateur for another club. In either case, all other existing registrations shall lapse immediately and compensation in accordance with the Articles shall be paid. Every club communicating with the Association or with an Associated Schoolboy, in terms of this Article must do so by recorded delivery letter.

149.1 If an Associated Schoolboy of amateur status on leaving school elects to reclaim that status, he shall not subsequently within a period of one year be registered as a non-amateur either for a club in full or associate membership other than that for which he was registered as an Associated Schoolboy or for a club in membership of any other National Association.

#### *Cancellation*

150. Registration by means of a Form "S" may be cancelled:-

- (1) on a written request to the Secretary duly signed by an accredited official of the club; or
- (2) by the authority of the Association; or
- (3) as otherwise provided herein.

The Association shall inform the secretary of the Scottish Schools' Football Association, the Head Teacher and the parent or guardian of the Associated Schoolboy concerned of the cancellation of a Form "S".

#### *Form "X"*

151. In order to provide clubs in full or associate membership with the opportunity of registering young players without in so doing depriving them of the facility of furthering their development and experience by continuing to play for clubs in membership of certain Affiliated National Associations, a club in full or associate membership may register as a Trainee Player, by means of a Form "X", on which his status, i.e. amateur or non-amateur must be declared, a player who is not on the roll of a school affiliated to the Scottish Schools' Football Association and who is not registered for a club in membership of the Scottish Junior Football Association and who by 1st August in the current season has not attained 18 years of age.

151.1 A club may not have more than 20 Trainee Players registered for it at any time.

151.2 A Trainee Player shall be subject to the Articles and the rules and regulations of the Association and of any other recognised football body of which his club is a member in so far as they are applicable.

151.3 It shall be considered an offence:-

- (1) for a player to sign a Form "X" while under suspension;
- (2) for a player who at any time held status as a non-amateur to declare

himself an amateur unless he has been reinstated as such by the Association in terms of Articles 101 to 101.7;

- (3) for a club to offer or make any payment to a player registered by means of Form "X" other than by way of reimbursement of his necessary hotel and travelling expenses actually incurred; and
- (4) for a player registered by means of Form "X" to accept any such payment as described in Article 151.3(3).

152. Form "X" shall be completed in sextuplicate and after all details including the date of signing have been properly inserted, it shall be signed simultaneously by an accredited official of the club in full or associate membership, by the player and by an accredited official of the Affiliated National Association club concerned all of whom shall retain copies. The original shall be sent to the Secretary who must receive it within 14 days of the date of signing. At the same time a copy shall be sent to the secretary of the Affiliated National Association concerned and, in those cases where the player is registered by means of Form "Y", it shall be accompanied by a fee of £25, which shall be the only registration fee for which the member club may be liable in respect of the Trainee Player concerned notwithstanding that he may subsequently change his Affiliated National Association club, and in the case of a club in membership of the Scottish Football League or the Scottish Premier League a copy shall also be sent to the secretary of the appropriate body. A Form "X" which is lodged with the Secretary and which for any reason is found to be unacceptable shall be considered to be invalid and shall be retained by the Secretary.

153. Registration by means of Form "X" shall be binding on the Trainee Player and the club for a maximum period which shall expire on 15th May in the playing season immediately following the playing season of signing unless cancelled at an earlier date or it lapses in terms of the Articles.

153.1 Not later than 15th May in the playing season of signing, the member club shall inform the Secretary and the Affiliated National Association club concerned in writing whether or not the registration is to be continued for a further season.

153.2 Registration by means of Form "X" shall automatically lapse on 15th May in the playing season in which the Trainee Player attains his 18th birthday.

154. A Trainee Player may play in any match in which he is eligible to play for the club for which he is registered by means of a Form "X" provided that the Affiliated National Association club for which he may be registered by means of Form "Y" has given its permission in writing. It shall be an offence for any club in full or associate membership to play such a Trainee Player without such permission.

154.1 A Trainee Player may continue to play for his Affiliated National Association club during the currency of his Form "X" registration.

154.2 If during the currency of a Form "X" registration, a Trainee Player changes his Affiliated National Association club he shall be eligible to play for such club provided that this is permissible in terms of the regulations of the Affiliated National

Association concerned.

154.3 A Trainee Player who is registered by means of a Form "Y" for a club in membership of an Affiliated National Association may play only for that club apart from the exceptions stated in Articles 159(1), (2) and (4).

#### *Cancellation*

155. Registration by means of a Form "X" may be cancelled:-

- (1) on a written request to the Secretary duly signed by an accredited official of the club; or
- (2) by the authority of the Association; or
- (3) as otherwise provided herein.

#### *Form "Y"*

156. Any player of a club which is in membership of one of the following Affiliated National Associations, viz: the Association of Scottish Youth Football Clubs, the Scottish Juvenile Football Association, and the Scottish Welfare Football Association may be registered with the Association by his club by means of Form "Y", on which his status i.e. amateur or non-amateur must be declared.

156.1 A Form "Y" player shall be subject to the Articles and the rules and regulations of the Association and of any other recognised football body of which his club is a member in so far as they are applicable.

156.2 It shall be considered an offence:-

- (1) for a player to sign a Form "Y" while under suspension;
- (2) for a player who at any time held status as a non-amateur to declare himself an amateur unless he has been reinstated as such by the Association in terms of Article 101 to 107.7;
- (3) for a club to offer or make any payment to a player registered by means of Form "Y" other than by way of reimbursement of his necessary hotel and travelling expenses actually incurred; and
- (4) for a player registered by means of Form "Y", to accept any such payment as described in Article 156.2(3).

157. Before a player signs a Form "Y", the club concerned shall ensure that all of the details including the date of signing, have been inserted. The player's signature and that of the secretary or other accredited official of the club shall be attested by another party. The entire form, i.e., portions "A", "B" and "C", shall be sent to the secretary of the Affiliated National Association of which the club is a member, and must be received by him within 3 days of the date of signing (Sunday excluded) and he, in turn, shall send part "A" of the form to the Secretary. A Form "Y" (Part A) which is lodged with the Secretary

and which for any reason is found to be unacceptable shall be invalid and retained by him.

158. Registration by means of a Form "Y" shall be binding on the player and the club until 15th July of the current season of the Affiliated National Association concerned unless cancelled at an earlier date in terms of the Articles.

158.1 A player registered by means of a Form "Y" may:-

- (1) after 1st May, sign and be registered for his current club for the ensuing season; or
- (2) after 15th May, sign and be registered for any club in membership of an Affiliated National Association for the ensuing season.

158.2 The terms of Articles 158 and 158.1 shall not apply in the case of the Scottish Welfare Football Association's summer season clubs whose player registrations shall lapse on 30th September.

159. A player registered by means of Form "Y", shall only play for the club for which he is registered, except that he may play:-

- (1) for a club in membership of the same Affiliated National Association provided that to do so is not contrary to the regulations of that association;
- (2) for a representative team selected and organised by a recognised football body having jurisdiction over all the non-amateur players in the team;
- (3) in any circumstances governed by agreement between the Scottish Junior Football Association and the Affiliated National Association concerned provided that he is not currently registered by means of a Form "S" (Associated Schoolboy) or Form "X" (Trainee Player) and provided that the terms of such agreement are not contrary to the Articles;
- (4) under the jurisdiction of the Scottish Schools' Football Association provided that his name is on the roll of a school affiliated to the Scottish Schools' Football Association; and
- (5) for a club in full or associate membership of the Association in any match in which he is eligible to play, provided that the written permission of his club is obtained prior to each match, unless he is currently registered by means of a Form "S" (Associated Schoolboy) or Form "X" (Trainee Player) in which case he may only play in such circumstances for the full or associate member club for which he is registered.

160. A player registered by means of Form "Y" may sign and be registered for another club in membership of the same Affiliated National Association provided that to do so is in accordance with the regulations of that Affiliated National Association.

160.1 A junior club may approach and sign a player who is registered by means of Form "Y" for a club in membership of an Affiliated National Association provided that to do so is in accordance with the terms of any agreement that may exist between the Affiliated National Association concerned and the Scottish Junior Football Association.

160.2 If a player, registered by means of Form "Y", signs a Full Professional Form for a club in full or associate membership that club shall compensate the Affiliated National Association club concerned in the sum of £200. If he signs a Form "X" (Professional) the compensation shall be £120 and, should he subsequently in the same season sign a Full Professional Form for the same club, supplementary compensation amounting to £80 shall be paid. In all cases, proof of payment must be submitted to the Secretary by the club in full or associate membership.

#### *Cancellation*

161. Registration by means of a Form "Y" may be cancelled:-

- (1) on a written request by the club concerned to the secretary of the Affiliated National Association of which that club is a member which shall, in turn, request that the Association cancel the registration; or
- (2) by the authority of the Association; or
- (3) as otherwise provided herein.

161.1 When a request to have a Form "Y" registration cancelled has been lodged, the player concerned shall neither play for nor sign for any other club until his registration has been cancelled by the Secretary.

161.2 A player who is registered by means of a Form "Y" (Amateur) and who desires to play as an amateur for another club which is in full or associate membership or in membership of an Affiliated National Association other than the Affiliated National Association under whose jurisdiction he is currently playing may apply to do so by writing to the Secretary stating the name of the club for which he wishes to play. He shall at the same time submit a certificate from the appropriate national association, confirming his eligibility to play for the club concerned. Thereafter his Form "Y" (Amateur) registration will be cancelled when a period of 28 days has elapsed from the date such application was properly lodged with the Secretary. He shall not in the interval sign or play for the club which he has nominated.

161.3 Under the circumstances referred to in Article 161.2 when a registration is cancelled to enable a player to play for the club stated in his application, he may not play or be registered for any other club during the same playing season unless the permission of the Association is obtained, nor shall an international transfer certificate be issued to enable him to play under the jurisdiction of another National Association.

#### **REFEREES**

162. All persons intending to participate as referees in Association Football played under the jurisdiction of the Association require to be in membership of the Association's Registration Scheme for Referees. No person below 14 years of age shall be registered as a referee.

163. The Association shall maintain a roll of registered referees. From this roll, the Referee Committee shall approve a List of Senior Referees for matches involving a club or clubs in full or associate membership. Unless the rules of a European or other competition prescribe to the contrary, or unless the Association gives permission to the contrary, every match in which a club in full or associate membership is engaged within Scotland shall be controlled by a referee whose name is included within the List of Senior Referees.

163.1 All other matches which are played under the jurisdiction of the Association in which one or both clubs are in registered membership shall be controlled by a referee who is a member of the Association's Registration Scheme for Referees, and any exception to this Article shall only be allowable at the discretion of the Council.

164. A referee whose name is included in the List of Senior Referees shall not be eligible to take part in any match as a player or to be nominated as a representative of a recognised football body or club as prohibited in terms of the Articles unless he has officially resigned from the Association's Registration Scheme for Referees and has satisfied the Council that he has permanently ceased to be a referee.

164.1 All other referees in membership of the Association's Registration Scheme for 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 the Articles and that there is no conflict of interest between his role as a referee and his role as a player or official.

164.2 If a referee is suspended as a player or official his registration as a referee is suspended for the duration of the period of such suspension.

165. It is not permitted that any club may pay more than the authorised tariff for the List of Senior Referees for the services of a match official, 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 appointments made by the Association the remuneration of match officials shall be on the scale laid down in the tariff for the List of Senior 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.

166. A referee shall neither comment upon nor discuss in any way which might lead to publicity being given to his comments any incident or reason for any decision related to a match.

## MISCELLANEOUS

*Sponsorship*

167. Any recognised football body, club, official, player or referee contemplating any form of sponsorship shall submit details of such sponsorship to the Association for approval before entering into any contract or similar undertaking connected therewith.

168. No club in membership of the Association, with the exception of clubs in membership of an Affiliated National Association, and 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.

*Acceptance of Awards, etc*

169. A club, or a manager, trainer or other official or player of a club other than a club in membership of an Affiliated National Association, or referee shall not accept, or receive, or permit its or his name to be associated with the acceptance of any testimonial, presentation or gift without the prior written approval of the Association.

169.1 In the case of a manager, trainer or other official or player of a club in membership of an Affiliated National Association the prior written approval of such testimonial, presentation or gift must be obtained from the association concerned.

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

## PENALTIES

171. The Council shall have the power to fine, suspend or expel any recognised football body, club, official, player, referee or other person under the jurisdiction of the Association who in its opinion, in any way brings the game into disrepute, or on any other grounds it considers sufficient and of which, subject to any right of appeal, it shall be the sole judge.

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

172. For an infringement of any provision of the Articles, a recognised football body, club, official, player, referee or other person under the jurisdiction of the Association shall be liable to fine or to a suspension or to an expulsion or to any combination of these penalties. Subject to the Council deciding that there is exceptional reason to act otherwise, no cognisance will be taken of any infringement which has taken place over 12 months prior to the date of complaint or report of such infringement.

173. A club or association in full membership permitting its ticket of admission to a general meeting to be used by a person not authorised to attend such meeting in terms of Article 26 shall be liable to have its membership terminated by the Council or to be dealt with by the Council in such other manner as it may decide.

174. A recognised football body, club, official, player or other person under the jurisdiction of the Association reported to the Association by a referee for misconduct, or any such body or person who shall in an interview or in any other manner calculated or likely to lead to publicly criticise the performance of any match official 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 shall upon such report being upheld, be liable to a fine or suspension or both, and the expenses of the hearing at which such body or person is dealt with shall at the discretion of the Committee concerned be paid by such body or person or by the recognised football body or club with which such person is connected.

175. For an infringement of Article 165, a club or referee shall be liable to a fine or suspension or both or expulsion. Suspension of a referee by an Affiliated National Association or other recognised body shall only be effective within that association or body.

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

*Suspensions, Expulsions, etc*

177. All suspensions or expulsions by the Association shall be observed by clubs and recognised football bodies. A club which is under suspension shall not engage in any match during its term of suspension.

178. Unless they become the subjects of appeal to the Association, in which case they may be revoked, varied or confirmed, suspensions by Affiliated National Associations which refer to field offences or, if appropriate, infringements of the Articles shall be confirmed automatically on notification to the Association. Notification of such suspensions shall be compulsory. Suspensions by Affiliated National Associations in other circumstances may be confirmed. Suspensions imposed or confirmed by the Association shall apply to all football, and a player or official or other person who is suspended shall be debarred from taking any part in the game, but suspension by an Affiliated National Association or other body shall apply only to matches immediately within its jurisdiction unless confirmed by the Association. A player who has been suspended for a period of time measured in terms of dates shall be eligible to resume on the last date quoted in his period of suspension and a player who has been suspended for a period of time measured in terms of a match or matches shall be eligible to resume immediately upon the completion of the match or last match stipulated in his period of suspension.

178.1 During the period of a suspension imposed by the Association or confirmed by the Association after being imposed by a recognised football body, a player may play only in those matches which the Association's Disciplinary Procedures or the Disciplinary Procedures of the recognised football body concerned permit. A player who had last played or who is registered for a club in membership of an Affiliated National Association may not sign a registration form during the currency of such suspension.

178.2 A player under a suspension imposed by a recognised football body, which has not been confirmed by the Association may not during the period of suspension sign a registration form or play for a club in membership of the same recognised football body.

#### APPEALS PROCEDURES

179. The Association's structure for the hearing of appeals is as set out in this Article. The following provisions and procedures provide a means for the resolution of differences or questions arising from the observance and implementation of the Association's Articles, rules and decisions and the fact of membership of the Association shall constitute an agreement by a member that it, or any body or person interested through such member, shall submit all such differences or questions to the jurisdiction of the Association and shall not be permitted to take such differences or questions to a court of law.

#### *Appeals Committee*

179.1 A player, official, referee, club, league or association has the right to appeal to the Appeals Committee against a decision of a club or any recognised football body which is imposed upon such person or body, provided that the appellant has exhausted such appeals proceedings as were available to the appellant consequent to the decision in question, unless a satisfactory reason is given for not having done so, and provided that the appeal to the Appeals Committee is not excluded in terms of Article 66.

An appeal hearing shall neither be conducted as a re-hearing of the case nor shall fresh evidence be permitted except with the permission of the Appeals Committee.

#### 179.1.1 Procedures for Lodging an Appeal

An appeal from a player, official, referee, club, league or association must be dispatched by recorded delivery letter to the Secretary within 7 days after the date of the meeting at which the decision appealed against was taken unless for any reason it was not made known to the appellant at such meeting, in which case it must be dispatched by recorded delivery letter to the Secretary within 7 days after the date on which the decision was intimated by recorded delivery letter to the person or body concerned. A deposit shall be lodged with each appeal. In the case of a player or referee this shall be £20, and in the case of any other appellant it shall be £50. The deposit may be forfeited if in the opinion of the Appeals Committee the appeal is frivolous.

#### 179.1.2 Statement of Grounds for Appeal

In lodging an appeal the appellant shall state fully in writing the grounds for the appeal.

#### 179.1.3 Composition of the Appeals Committee

The Appeals Committee shall consist of seven members of the Council in

conformity with the Standing Orders of the Association.

#### 179.1.4 Powers of the Appeals Committee

The Appeals Committee shall have the power to:-

- (1) affirm the decision of the body whose decision is appealed against;
- (2) uphold the appeal by setting aside the decision appealed against and quashing any penalty imposed;
- (3) uphold the appeal in part by setting aside part only of the decision appealed against;
- (4) substitute for the decision appealed against a decision to find the appellant guilty of a lesser offence and/or to impose a lesser penalty or penalties in respect thereof;
- (5) refer the case, or any part of it, back to the body whose decision is appealed against;
- (6) take any step which, in the exercise of its discretion, the Appeals Committee considers it would be appropriate to take in order to deal justly with the case in question.

If the appeal is unsuccessful, the appellant may be held liable in all or part of the expenses of the meeting, subject to the discretion of the Appeals Committee.

#### 179.1.5 Decisions of the Appeals Committee

The decision of the Appeals Committee shall be final and binding on all parties concerned.

#### 179.1.6 Secretariat

The Association's administration shall provide the secretariat of the Appeals Committee.

#### *Disciplinary Appeals Tribunal*

179.2 A player who is disciplined by the Disciplinary Committee under Section 4 of the Disciplinary Procedures has the right of appeal against the decision of the committee to a specially appointed Disciplinary Appeals Tribunal.

An appeal hearing shall neither be conducted as a re-hearing of the case nor shall fresh evidence be permitted except with the permission of the Disciplinary Appeals Tribunal.

### 179.2.1 Procedures for Lodging an Appeal

An appeal from a player must be dispatched by recorded delivery letter to the Secretary within seven days after the date of the meeting at which the decision appealed against was taken unless for any reason the decision was not made known to the player at such meeting, in which case it must be dispatched by recorded delivery letter to the Secretary within seven days after the date on which the decision was intimated by recorded delivery letter to the player.

A deposit of £20 shall be lodged with an appeal. The deposit may be forfeited if in the opinion of the Disciplinary Appeals Tribunal the appeal is frivolous.

### 179.2.2 Statement of Grounds for Appeal

In lodging an appeal the player shall state fully in writing the grounds for the appeal.

### 179.2.3 Representation of Appellant

The player may be accompanied by an agreed representative of the Scottish Professional Footballers' Association.

### 179.2.4 Composition of the Disciplinary Appeals Tribunal

The Disciplinary Appeals Tribunal shall be formed of -

1. An independent Chairman;
  2. The President of the Scottish Football Association or his appointed deputy;
  3. The secretary or committee member of the Scottish Professional Footballers' Association, unless otherwise precluded by a prior involvement in the case in question.
- No representative of the Scottish Football Association or of the Scottish Professional Footballers' Association shall be eligible to sit on the Disciplinary Appeals Tribunal, if he has been present at the meeting of the Disciplinary Committee whose decision is appealed against.

### 179.2.5 Powers of the Disciplinary Appeals Tribunal

The Disciplinary Appeals Tribunal shall have the power to:-

1. affirm the decision of the Disciplinary Committee;

2. uphold the appeal by setting aside the decision appealed against and quashing any penalty imposed;

3. uphold the appeal in part by setting aside part only of the decision appealed against;

4. substitute for the decision appealed against a decision to find the appellant guilty of a lesser offence and/or to impose a lesser penalty or penalties in respect thereof;

5. refer the case, or any part of it, back to the Disciplinary Committee;

6. take any step which, in the exercise of its discretion, the Disciplinary Appeals Tribunal considers it would be appropriate to take in order to deal justly with the case in question.

If the appeal is unsuccessful, the player may be held liable in all or part of the expenses of the meeting, subject to the discretion of the Disciplinary Appeals Tribunal.

### 179.2.6 Decisions of the Disciplinary Appeals Tribunal

The decision of the Disciplinary Appeals Tribunal shall be final and binding on all parties concerned.

### 179.2.7 Secretariat

The Association's administration shall provide the secretariat of the Disciplinary Appeals Tribunal.

#### *Appeals Board*

### 179.3

A recognised football body, club, official, player or referee has the right to appeal against a decision of a Standing Committee of the Association which imposes a fine or suspension or expulsion upon such body or person, excluding a decision of the Appeals Committee or a decision which is applied in accordance with the Disciplinary Procedures. An appeal shall be permitted only on one or more of the following grounds:-

- (1) the Standing Committee whose decision is appealed against failed to give the appellant a fair hearing;
- (2) the Standing Committee whose decision is appealed against acted unconstitutionally;
- (3) the Standing Committee whose decision is appealed against came to a decision which it should not have come to on the facts of the case;
- (4) the penalty imposed was excessive.

An appeal hearing shall neither be conducted as a re-hearing of the case nor shall fresh evidence be permitted except with the permission of the Appeals Board.

#### 179.3.1 Procedures for Lodging an Appeal

An appeal from a recognised football body, club, official, player or referee must be dispatched by recorded delivery letter to the Secretary within 7 days after the date of the meeting at which the decision appealed against was taken unless for any reason it was not made known to the appellant at such meeting, in which case it must be dispatched by recorded delivery letter to the Secretary within 7 days after the date on which the decision was intimated by recorded delivery letter to the body or person concerned. A deposit shall be lodged with each appeal. In the case of a player or referee this shall be £20, and in the case of any other appellant it shall be £100. The deposit may be forfeited if in the opinion of the Appeals Board the appeal is frivolous.

#### 179.3.2 Statement of Grounds for Appeal

In lodging an appeal the appellant shall state fully in writing the grounds for the appeal and shall specify on which one or more of the permitted grounds the appeal is based.

#### 179.3.3 Representation of Appellant

An appellant may be accompanied by a representative as follows:-

In the case of a player - by an agreed representative of the Scottish Professional Footballers' Association or by an accredited official of his club.

In the case of an official or referee - by an accredited official of the recognised football body with which he is involved or by an accredited official of his club.

In the case of a recognised football body or club - by a second accredited official of such recognised football body or club.

#### 179.3.4 Composition of the Appeals Board

The Appeals Board shall be formed of:-

- An independent Chairman;
- An Honorary Vice-President of the Scottish Football Association;
- A maximum of three other members to be selected from a panel determined by the Council composed of persons who are experienced in the affairs of Scottish football through holding or having held prominent positions within the Association or its members. Such other members shall be selected by the Chairman in

consultation with the President and the Secretary of the Association.

No representative of the appellant shall be eligible to sit on the Appeals Board and no representative of the Association or member of the Council shall be eligible to sit on the Appeals Board if he has been present at the meeting of the Standing Committee whose decision is appealed against.

If an Honorary Vice-President is unable to take his place, an eligible member of the Council shall be appointed to maintain the full complement of the Appeals Board.

#### 179.3.5 Powers of the Appeals Board

The Appeals Board shall have the power to:-

- (1) affirm the decision of the Standing Committee concerned;
- (2) uphold the appeal by setting aside the decision appealed against and quashing any penalty imposed;
- (3) uphold the appeal in part by setting aside part only of the decision appealed against;
- (4) substitute for the decision appealed against a decision to find the appellant guilty of a lesser offence and/or to impose a lesser penalty or penalties in respect thereof;
- (5) refer the case or any part of it back to the Standing Committee concerned;
- (6) take any step which, in the exercise of its discretion, the Appeals Board considers it would be appropriate to take in order to deal justly with the case in question.

If the appeal is unsuccessful, the appellant may be held liable in all or part of the expenses of the meeting, subject to the discretion of the Appeals Board.

#### 179.3.6 Decisions of the Appeals Board

The decision of the Appeals Board shall be final and binding on all parties concerned.

#### 179.3.7 Secretariat

The Association's administration shall provide the secretariat of the Appeals Board.

### *Doping Appeals Tribunal*

179.4 A recognised football body, club, official, player, referee, or other person under the jurisdiction of the Association found by the General Purposes Committee to have committed a breach of Article 111 or Article 111.1 of the Articles in terms of The SFA Charter Against Doping in Scottish Football has the right to appeal against such a finding or any penalty imposed by the General Purposes Committee under that Charter to the Doping Appeals Tribunal.

An appeal shall be permitted only on one or more of the following grounds:-

- (1) the General Purposes Committee failed to give the appellant a fair hearing;
- (2) the General Purposes Committee whose decision is appealed against, acted unconstitutionally;
- (3) the General Purposes Committee whose decision is appealed against came to a decision which it should not have come to on the facts of the case;
- (4) the sample collection procedure as described in The SFA Charter Against Doping in Scottish Football was sufficiently departed from so as to cast real doubt on the reliability of the finding;
- (5) the penalty imposed was excessive

An appeal hearing shall neither be conducted as a re-hearing of the case nor shall fresh evidence be permitted except with the permission of the Doping Appeals Tribunal.

#### 179.4.1 Procedures for Lodging an Appeal

An appeal from a recognised football body, club, official, player or referee must be dispatched by recorded delivery letter to the Secretary within 7 days after the date of the meeting at which the decision appealed against was taken unless for any reason it was not made known to the appellant at such meeting, in which case it must be dispatched by recorded delivery letter to the Secretary within 7 days after the date on which the decision was intimated by recorded delivery letter to the person or body concerned. A deposit shall be lodged with each appeal. In the case of a player or referee this shall be £20, and in the case of any other appellant it shall be £100. The deposit may be forfeited if in the opinion of the Doping Appeals Tribunal the appeal is frivolous.

#### 179.4.2 Statement of Grounds for Appeal

In lodging an appeal the appellant shall state fully in writing the grounds for the appeal and shall specify on which one or more of the permitted

grounds the appeal is based.

#### 179.4.3 Representation of Appellant

An appellant may be accompanied by an agreed representative, being a representative of the Scottish Professional Footballers' Association or an accredited official of his club or an accredited official of the recognised football body with which he is involved or his parent or guardian.

#### 179.4.4 Composition of the Doping Appeals Tribunal

The Doping Appeals Tribunal shall be formed of:-

- An independent Chairman;
- An Honorary Vice-President or member of the Council of the Scottish Football Association;
- An expert in the field of medicine as may be thought appropriate in the circumstances of the appeal, to be appointed by the independent Chairman.

No person shall be eligible to sit on the Doping Appeals Tribunal if he has been involved in the investigation of the alleged doping activity as provided for in The SFA Charter Against Doping in Scottish Football or if he has been present at the meeting of the General Purposes Committee whose decision is appealed against.

If an Honorary Vice-President is unable to take his place, an eligible member of the Council shall be appointed to maintain the full complement of the Doping Appeals Tribunal.

#### 179.4.5 Powers of the Doping Appeals Tribunal

The Doping Appeals Tribunal shall have the power to:-

- (1) affirm the decision of the General Purposes Committee;
- (2) uphold the appeal by setting aside the decision appealed against and quashing any penalty imposed;
- (3) impose a lesser penalty or penalties in respect thereof;
- (4) refer the case, or any part of it, back to the General Purposes Committee;
- (5) take any step which, in the exercise of its discretion, the Doping Appeals Tribunal considers it would be appropriate to take in order to deal justly with the case in question.

If the appeal is unsuccessful, the appellant may be held liable in all or part of the expenses of the meeting, subject to the discretion of the Doping Appeals Tribunal.



#### 179.4.6 Decisions of the Doping Appeals Tribunal

The decision of the Doping Appeals Tribunal shall be final and binding on all parties concerned.

#### 179.4.7 Secretariat

The Association's administration shall provide the secretariat of the Doping Appeals Tribunal.

#### RESOLUTION OF DISPUTES BETWEEN MEMBERS

180. The fact of membership of the Association shall constitute an agreement by a member that it, or any body or person who is involved in association football in Scotland under the auspices of or pursuant to a contract with such member ("an associated person"), shall submit all differences or questions between or among members and/or associated persons to the jurisdiction of the Association as set out in Article 180.1, and a member or an associated person may not take such differences or questions to a court of law except with the prior approval of the Council.

180.1 The submission of such difference or question by a member shall be lodged in writing with the Secretary and shall be referred to the Council which shall require to be satisfied that the member has taken every possible step to have the difference or question resolved in accordance with the Articles or rules of the Association and the appeals processes contained therein, whereupon the Council may, in its absolute discretion:-

1. determine the difference or question itself; or
2. delegate the determination of such difference or question to any Committee; or
3. require that the parties refer the determination of such difference or question to arbitration in terms of the procedures contained in Article 180.2 to 180.7.

180.2 Where the Council determines that a difference or question between members or any bodies or persons interested through such members is to be determined by way of arbitration under Article 180.1, each such member or any body or person interested through such member shall submit to the decision of the Council to refer the matter to arbitration and shall adhere to the following provisions:-

180.2.1 The Council shall have power to appoint a panel of six persons ("the Panel") to sit as arbiters in tribunals appointed pursuant to Article 180.1. The Council may delegate the power to appoint members of the Panel to any Committee or to the Secretary.

180.2.2 Any arbitration after reference in terms of Article 180.1 shall be conducted in accordance with the following provisions:-

(1) The arbitral tribunal (the "tribunal") shall consist of 3 arbiters. Each party shall nominate a member of the Panel as its arbiter, and the 2 arbiters so appointed shall appoint a third arbiter who shall be a solicitor or advocate of not less than 10 years' standing and who shall act as president of the tribunal.

(2) If either party fails to nominate an arbiter within 14 days of receiving notice of the component members of the Panel such arbiter(s) shall be appointed from the Panel by the Secretary.

(3) If the two arbiters nominated by the parties fail to agree upon the appointment of a third arbiter within 14 days of the appointment of the second arbiter, the third arbiter shall be appointed by the President of The Law Society of Scotland at the written request of either party or the Secretary.

(4) If any arbiter 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 arbiter shall be appointed to replace him in the same manner as such original arbiter was appointed. The provisions of Article 180.2(2) shall apply to a replacement appointment by a party with notice of the death, refusal or incapacity of the original arbitrator being substituted for notice of the component members of the Panel.

180.2.3 As soon as practicable after it has been convened the tribunal shall convene a meeting with the parties or their representatives.

180.2.4 The tribunal may adopt such procedures as it considers appropriate for the resolution of the 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 president of the tribunal shall make his determination as if he were a sole arbiter.

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

If, before the award is made, the parties agree on a settlement of the 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. 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.

The tribunal shall have the power to assess and award damages and interest thereon.

180.2.5 Each party with the Council's approval may appoint a representative of its choice to act on its behalf or present its case.

180.2.6 In the event of default by either party in respect of any procedural order of the tribunal the tribunal shall have power:-

(1) to debar that party from further participation in the arbitration and/or

(2) to proceed with the arbitration and deliver its award.

180.2.7 The law governing the arbitration shall be Scots Law.

180.2.8 The tribunal (and the tribunal's clerk if any) shall not be liable to any party for any act or omission in connection with any arbitration conducted under this Article, save for the consequences of conscious and deliberate wrongdoing.

180.2.9 Any dispute decided under the procedure referred to in this Article shall be final and binding on the parties and the provisions of section 3(1) of the Administration of Justice (Scotland) Act 1972 shall not apply.