

CONSTITUTION AND RULES INDEX

	Rule	Page		Rule	Page
SECTION 1 - CONSTITUTION, OBJECTS, TITLE AND DEFINITIONS			SECTION 3 - MANAGEMENT COMMITTEE OR BOARD		
C			A		
Constitution of the League	5	124	Appeals Procedure	45	141
D			B		
Definitions	3	123	Board Members' Expenses	31	133
I			Board's Discretion to Make Further Rules	35	136
Interpretation	4	124	C		
O			Calling a Board Meeting	43	139
Objects	2	123	Chairman	38	136
T			Committees of the Board	36	136
Title	1	123	Conflicts of Interest	27	131
			Constitution of Board	40	137
SECTION 2 - MEMBERSHIP			28	131	
A			E		
Admission and Expulsion	9	125	Eligibility Criteria	32	134
Annual Subscription and Club Return	22	129	F		
Application for Membership	8	125	Functions and Powers of the Board	44	139
Associate Membership	7	125	G		
C			General Authority	24	131
Condition of Membership	6	125	M		
D			Members' Reserve Power	25	131
Dual Interest in Clubs	21	127	P		
E			Participation in Board Meetings	39	137
Entrance Fee	10	125	Power to Delegate	26	131
Expulsion	20	127	President	29	132
I			Q		
Indemnity for Breach of Rules 12 and 13	14	126	Quorum	37	137
L			R		
Lapse of Associate Membership	18	127	Record of Decisions to be Kept	42	139
M			S		
Members' Financial Records	23	130	Suspension of a Board Member	34	136
Membership Not Transferrable	13	126	T		
N			Termination of Appointment to the Board	33	134
Notice to Resign Membership	12	126	V		
R			Vice-President	30	132
Registration with SFA			Voting Rights of Co-Opted Members	41	138
a Condition of Membership	16	127			
Relegation from and Promotion to The Scottish Premier League	15	126			
S					
Status of Associate Membership	19	127			
T					
Transfer from Associate to Full Membership	17	127			
Transfer of Membership Category	11	125			

CONSTITUTION AND RULES INDEX

	Rule	Page		Rule	Page
SECTION 4 - GENERAL MEETINGS			SECTION 6 - ALTERATION OF RULES		
A			A		
Adjournment	55	146	Alteration of Rules	74	155
Amendments to Resolutions	58	147	C		
Annual General Meetings	54	145	Condition to Alter Rule 5	79	155
Attendance and Speaking at General Meetings	49	143	E		
Attendance and Voting by Members	53	145	Enhanced Majority Requirement	75	155
B			I		
Board Power to Call General Meetings	47	143	Intimation of Proposed Rule Changes	78	155
C			M		
Chairing General Meetings	52	144	Majority Requirement to Amend Majority Requirements	76	155
E			N		
Errors and Disputes	57	147	Notice for Rule Changes	77	155
M			P		
Members' Powers to Require Board to Call General Meeting	48	143	Provisions Regarding Rule 139	80	155
N			SECTION 7 - WINDING UP AND DISSOLUTION		
Notice of General Meetings	50	144	C		
P			Conditions as to Resolution for Dissolution	82	157
Power to Expel	59	148	D		
Q			Dissolution of the League	81	157
Quorum for General Meetings	51	144	R		
Resolutions at General Meetings	46	143	Required Evidence	83	157
S			Required Majority for Dissolution	84	157
Suspension of Rules	60	148	Restriction and Dissolution	85	157
V			SECTION 8 - FOOTBALL CLUBS		
Voting: General	56	146	A		
SECTION 5 - ADMINISTRATIVE ARRANGEMENTS			Advertising on Players' Kits	88	161
B			C		
Bank Account	61	149	Club Colours	87	159
Benevolent Fund	64	149	Club Name and Registered Ground	86	159
Betting	69	152	F		
C			Financial Records	89	161
Chief Executive	65	150	SECTION 9 - THE LEAGUE		
Commercial Arrangements by Members	70	152	A		
Commercial Arrangements by The Board	71	152	Approval of Competitions	90	163
Contribution of Articles or Comment to the Media	73	154	C		
F			Champions Clubs - Promotion and Relegation	92	164
Financial Statements	62	149	Champions Clubs - Promotion and Relegation and Ground Requirements	93	165
Football Trust Agreements	72	154	Championship Trophies and Awards	96	167
I			Competitions	91	163
Inter League Agreements	66	150	Competitions, Rules - League Powers	97	167
M			L		
Monetary Awards	68	151	League Championship, League Cup and League Challenge Cup Competitions	95	167
S			P		
Service Awards and Membership Cards	67	150	Promotion or Relegation, Unsuitability of Ground, or Other Default	94	166
T					
Trustees	63	149			

CONSTITUTION AND RULES INDEX

	Rule	Page		Rule	Page
SECTION 10 - FIXTURES			SECTION 11 - PLAYERS		
A			A		
Admission Arrangements for Visiting Clubs	108	174	Adjudication of Disputes	138	200
Admission Monies - League Championship	109	175	Agreement Between Clubs and Players	127	186
B			Amateur Registrations	118	178
Betting Shop within Registered Ground	101	171	Apprenticeship Scheme	120	179
D			C		
Division of Receipts in Replayed League Championship	110	175	Cancellation of Registrations	121	179
F			Club List of Players and Transfer List	124	184
Fixtures	98	169	Contract of Service with Option	128	188
Friendly and Youth Development Matches	114	176	E		
Full Strength Team to be Played in all Matches	103	171	Expiry of Contract	133	191
G			F		
Ground Rent - Neutral Venue	111	175	Further Provisions Regulating Players' Registrations	139	201
I			I		
Interleague Matches	113	176	Inducement to Break Contracts	132	190
M			M		
Misconduct in Pre-Arranging Results	107	174	Maintenance of Players' League Registrations	125	185
P			P		
Playing Fields	100	170	Playing of Players without Registration	122	180
Provision of New Footballs	102	171	Points Based System	130	189
R			Priority of Registration and Signing Two Forms	117	178
Referees and Assistant Referees	105	173	R		
Reports of Results	106	174	Registration and Transfers - Bona Fide Players	115	177
Responsibility of Clubs - Behaviour of Spectators	112	175	Reversion of Transfer of Registration Rights	126	185
S			Right to Approach	131	189
Stadia	99	170	S		
Substitute Players and List of Players to be Handed to Referee	104	172	Scottish Football League/Scottish Junior Football Association - Procedures After Expiry of Contract	137	199
			Speedy Registrations	116	178
			Suspension, Fines, Amendments of Contract - Notification	129	188
			T		
			Temporary Transfers Between Players Subject to League Rules	135	199
			Temporary Transfers on Club List	136	199
			Temporary Transfers - Scottish Football League/Scottish Junior Football Association	134	199
			Transfer/Temporary Transfer of Registration During Currency of Contract	123	181
			Y		
			Youth Player Registrations	119	178

1. TITLE

This Association of football clubs shall be called “The Scottish Football League” (hereinafter “the League”)

2. OBJECTS

The objects of the League shall be to promote and extend the game of Association Football and, without prejudice to the foregoing generality;

2.1 to be a governing body for its Members;

2.2 to promote, guard and further the interests of its Members;

2.3 to provide League Championship and League Cup Competitions for its Members; and

2.4 to conclude commercial contracts relative to sponsorship or exploitation of the League’s fixture copyrights and intellectual property rights including transmission rights by any means of fixtures provided by the League.

3. DEFINITIONS

In these Rules unless the context requires otherwise:-

“Rules” means these Rules as adopted on 27 May 2010 and as amended from time to time;

“Associate Member” means a football club however constituted which is admitted to the League pursuant to the provisions of Section 2 of these Rules;

“Board” means the Committee of Management of the League as provided for in Section 3 of these Rules;

“document” includes, unless otherwise specified, any document sent or supplied in electronic form;

“electronic form” shall have the meaning attributed to that phrase in section 1168 of the Companies Act 2006;

“hard copy form” shall have the meaning attributed to that phrase in section 1168 of the Companies Act 2006;

“Member or Member Club” means a football club however constituted which is a member of the League as provided for in Section 2 of these Rules and includes an Associate Member or Members where the context so allows or requires;

“Director”, “member” or “member of the Board” mean where the context so permits or requires persons (including the President and Vice-President) elected to the Board as provided for in Rules 28 to 33 and may include the Chief Executive of the League;

“Official” shall mean any person having a function or duty or position involving authority or trust with a football club including without prejudice to the foregoing generality any person who is able to exercise control over the

majority of the board or committee of any such club (whether or not such a person is himself intimated to the Registrar of Companies as holding the office of director or is otherwise held out to be a member of the committee of management of such a body if not incorporated);

a reference to a "person" (unless the context otherwise requires) includes a natural person, firm, partnership, company, corporation, association, organisation, local or national governmental authority, state, foundation and trust (in each case whether or not having separate legal personality);

"resolution" means the decision of a meeting of the Members in general meeting passed in accordance with the provisions of these Rules;

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise;

"written" means a communication in the form of writing and may be in electronic form.

4. INTERPRETATION

In these Rules the use of the singular shall include the plural and vice versa where the context so allows or requires; and the use of the male gender shall include the feminine.

5. CONSTITUTION OF THE LEAGUE

The League shall be divided into three Divisions, with 10 (ten) Members or Associate Members forming each of the First, Second and Third Divisions respectively.

6. CONDITION ON MEMBERSHIP

Football clubs or associations undertaking to provide Association Football according to the Laws of the Game as settled by the International Football Association Board and these Rules may be admitted as members of the League in accordance with the provisions of these Rules.

7. ASSOCIATE MEMBERSHIP

A club or association must initially join the League as an Associate Member.

8. APPLICATION FOR MEMBERSHIP

A club or association applying for Associate Membership shall complete an application form in such form as the Board shall specify from time to time, and submit same to the Chief Executive accompanied by payment of an application fee of £1,000 plus Value Added Tax at the standard rate applicable at the relevant time (or such application fee as shall be specified from time to time by a general meeting). For the avoidance of doubt, the application fee shall not be refundable in any circumstances.

9. ADMISSION AND EXPULSION

The League in general meeting may upon such terms and conditions as it may think fit admit any club as an Associate Member or Member of the League and may expel any Member or Associate Member or terminate such membership or may accept the retirement of any Associate Member or Member, but subject always to Rule 126 (*Reversion of Transfer of Registration Rights*). Upon admission as a Member or Associate Member, the club so admitted shall become bound by and be subject to these Rules and any other Rules or Bye-Laws made by the League for the time being in force.

10. ENTRANCE FEE

Upon admission as an Associate Member, an entrance fee of £1,000 plus Value Added Tax at the standard rate applicable at the date of admission shall become payable to the League and the Associate Member shall not be accorded any rights or privileges of membership until such fee is paid.

11. TRANSFER OF MEMBERSHIP CATEGORY

If a Member Club finishes bottom of the Third (or lowest) Division in two successive seasons the Board may determine that the status of that Member Club be reduced to that of an Associate Member. In the event that the Member Club whose status is so reduced does not regain the status of Member Club by resolution of the Members at an Annual General Meeting or in general meeting called for that purpose before the end of the second successive season after the Board decision to reduce its status, then its membership of the League shall automatically terminate notwithstanding the provisions of Rule 12 (*Notice to Resign Membership*).

12. NOTICE TO RESIGN MEMBERSHIP

No Member shall resign, retire or otherwise cease to be a member of the League unless it shall have given not less than two full seasons prior written notice so to do, unless with the approval of not less than two-thirds (66%) of the votes cast at a general meeting of the League.

13. MEMBERSHIP NOT TRANSFERRABLE

Membership of the League (whether full or associate) shall not be transferrable, save that (a) a Member wishing to change its legal form (whether from unincorporated association to corporate body or otherwise where the ownership and control of both bodies are or will be substantially identical); or (b) a transfer within the same administrative group for the purposes of a solvent reconstruction only; may be permitted by the Board upon prior written application for consent and giving such details of the proposed transfer as the Board may reasonably request for the purpose of considering such transfer. The Board may refuse such application or grant same upon such terms and conditions as it shall think fit.

14. INDEMNITY FOR BREACH OF RULES 12 AND 13

Any Member in breach of Rules 12 and 13 (resignation and transfer, above) shall upon demand indemnify the League and its Members and Associate Members against all losses, damages, liabilities, costs or expenses suffered or incurred by them or any of them which are directly or indirectly attributable to such breach including (without prejudice to the generality of the foregoing) any loss of income or profits from any sponsorship or other commercial agreement or arrangement entered into by the League or any of its Members or Associate Members.

15. RELEGATION FROM AND PROMOTION TO THE SCOTTISH PREMIER LEAGUE

15.1 Notwithstanding any other provision in these Rules, any football club which is relegated, in terms of the Settlement Agreement between the League and The Scottish Premier League, from The Scottish Premier League, shall automatically be admitted to full membership of the League and shall in the season immediately following that relegation participate in the higher or highest Division of the League.

15.2 Notwithstanding any other provision of these Rules, the membership of any football club promoted in accordance with Rule 92 (*Champion Clubs - Promotion and Relegation*) to The Scottish Premier League (or otherwise admitted to The Scottish Premier League), in accordance with the Rules of The Scottish Premier League, shall automatically terminate upon the admission of such club to The Scottish Premier League and such club shall not be obliged to give any notice of its cessation of membership of the League and shall be permitted to depart from the League and become a member of The Scottish Premier League (in accordance with the Rules of The Scottish Premier League) without restriction.

16. REGISTRATION WITH SFA A CONDITION OF MEMBERSHIP

A Member or Associate Member who is not already a full or associate member of the Scottish Football Association must make application to become a full or associate member of the Scottish Football Association (as the case may be) within fourteen (14) days of being admitted to membership of the League failing which its membership of the League will lapse, and in the event that the application is unsuccessful, its membership will lapse upon that decision being intimated to the League.

17. TRANSFER FROM ASSOCIATE TO FULL MEMBERSHIP

On completing four successive years as an Associate Member, a club may be admitted to membership of the League by resolution of the Members and without payment of any further application fee.

18. LAPSE OF ASSOCIATE MEMBERSHIP

On the expiry of five successive years as an Associate Member, without admission as a Member, Associate Membership will automatically lapse without compensation or other payment to the Associate Member at the close of the Annual General Meeting following upon the expiry of the fifth year of Associate Membership.

19. STATUS OF ASSOCIATE MEMBERSHIP

An Associate Member shall have no financial interest in the assets of the League and shall not be accorded any voting rights. An Associate Member will be entitled to notice of general meetings of the League and to attend and speak at such meetings, and shall otherwise be bound by such membership by these Rules and all other Rules and Bye-Laws made by the League and for the time being in force.

20. EXPULSION

The Members may in general meeting expel from the League a Member Club whose conduct has, in their opinion, been objectionable, but only on a 75% majority of the votes cast at the meeting at which such proposal is made.

21. DUAL INTERESTS IN CLUBS

21.1 Except with the prior written consent of the Board, no Member, Associate Member or Official, may at one time either directly or indirectly:-

21.1.1 hold or seek to acquire beneficial ownership of or deal in the shares or securities of another club; or

21.1.2 be a member or shareholder of, or lender in any capacity to, more than one club; or

- 21.1.3** be involved in any capacity whatsoever in the management or administration of another club; or
- 21.1.4** have any power however constituted to influence the management or administration of another club.
- 21.2** Except with the prior written consent of the Board, no person, whether absolutely or as a trustee or nominee for another person and whether alone or with one or more associates may at one time either directly or indirectly:
- 21.2.1** hold, seek to acquire or deal in the shares or securities of another club; or
- 21.2.2** be a member or shareholder of, or lender in any capacity to, more than one club; or
- 21.2.3** be involved in any capacity whatsoever in the management or administration of more than one club; or
- 21.2.4** have any power howsoever constituted to influence the management or administration of more than one club.
- 21.3** For the purposes of this Rule 21 (*Dual Interests in Clubs*):-
- “person” includes, without limitation, an individual, partnership, consortium, unincorporated body or association, and any other organisation having legal capacity.
- “club” means a football club in membership or associate membership of the League and any football club in membership of the F.A. Premier League, The Football League, The Scottish Premier League or the Irish Premier League.
- “associate” means:
- 21.3.1** if the person is an individual:-
- 21.3.1.1** a close relative of that individual, including his spouse, civil partner, parents, step or adoptive parents, child, step or adopted children, uncle, aunt, nephew or niece, or a child, step or adopted child of such parent, spouse or civil partner or anyone else of close relationship to the individual who, in the opinion of the Board, is or is likely to be acting in conjunction with the individual or influenced by him;
- 21.3.1.2** any company of which the individual is a director or over which the individual exercises or is able to exercise control or influence; or
- 21.3.1.3** any individual who is an employee or partner of that individual or a like relative (as described in Rule 21.3.1.1) of any such employee or partner.

- 21.3.2** if the person or any associate of that person is a body corporate:-
- 21.3.2.1** any other body corporate associated with it; and
- 21.3.2.2** any director or employee of that body corporate or any other body corporate associated with it, or any close relative (as defined in Rule 21.3.1.1) of any such director or employee;
- and for the purposes of this Rule 21.3 a corporate body is associated with another corporate body if one is a subsidiary of the other or both are subsidiaries of the same body corporate or by reason of one controlling the other by contract or agreement or both being controlled by a person by way of contract or agreement; and
- 21.3.2.3** where any person has an agreement or arrangement, whether legally binding or not, with any other person in relation to the exercise of their voting power in a club or in relation to the holding or disposal of the interest of the club, that other person.
- 21.4** Except with the prior written consent of the Board, no Official may act as agent or representative of a player contracted to another club as defined for the purposes of this Rule 21 (*Dual Interests in Clubs*) in relation to any matter concerning that player's contract of service, registration or otherwise in connection with his playing career.
- 21.5** In considering whether to give any such consent, the Board shall have regard to the need to promote and safeguard the interests and public profile of the game of Association Football, its players, supporters, spectators and others concerned with the game and shall have regard also to these Rules and any other rules made by the League, and by those bodies with which the League is affiliated, and may impose such conditions on its consent as the Board shall deem appropriate in the circumstances.

22. ANNUAL SUBSCRIPTION AND CLUB RETURN

- 22.1** Each Member and Associate Member shall pay an annual subscription to the League of £10 plus Value Added Tax at the appropriate rate, or such other sum as may be fixed from time to time in general meeting, not later than the day prior to the Annual General Meeting in each year.
- 22.2** Each Member and Associate Member shall supply to the League by not later than 1st June in each year such details as the Board may reasonably require regarding the Member or Associate Member and its Officials. Such details shall be supplied on an Annual Return form supplied by the League. Members and Associate Members are required to submit to the League with the Annual Return a copy of the latest financial statements of the Member as audited or reported upon by an independent accountant or registered auditor.

22.3 Any Member or Associate Member proposing to make any alteration in any of the matters reported on its Annual Return must apply in writing to the Board for approval as soon as practicable. On the Board being satisfied that such alteration or amendment is not in contravention of the Rules of the League, the Board shall give its approval and the Member must then lodge with the League a formal amendment of its Annual Return.

23. MEMBERS' FINANCIAL RECORDS

All Members and Associate Members shall keep detailed financial records of their activities and the Board may arrange an inspection of all such records with particular reference to (but without prejudice to the generality) turnstile arrangements and record keeping.

24. GENERAL AUTHORITY

Subject to these Rules, the affairs of the League shall be vested in a Committee, hereinafter called the “Board of Management” or “Board”, who shall be responsible for the management of the League’s business for which purpose they may exercise all the powers of the League and (without prejudice to that generality) shall have the functions and powers set out in these Rules.

25. MEMBERS’ RESERVE POWER

25.1 The Members may, by resolution duly passed at a general meeting of the Members, direct the Board to take, or refrain from taking, specified action.

25.2 No such resolution shall invalidate anything which the Board may have done before the passing of the resolution.

26. POWER TO DELEGATE

26.1 Subject to these Rules, the Board may delegate any of their powers as conferred upon them by these Rules -

26.1.1 to such person or Committee;

26.1.2 by such means (including by power of attorney);

26.1.3 to such an extent;

26.1.4 in relation to such matters; and

26.1.5 on such terms and conditions;
as they think fit.

27. COMMITTEES OF THE BOARD

27.1 The Board may establish Committees of the Board, for the better management of the affairs of the League, including without prejudice to the foregoing generality The Scottish Football League Appeals Committee, which Committees shall consist of such persons as the Board may appoint.

27.2 Committees established by the Board and any sub-committees of any such Committee shall follow procedures based as far as they are applicable on the provisions of these Rules for the conduct of the Board.

27.3 The Board may make rules of procedure for any Committees or Sub-Committees established by them. Any such rules or procedure shall take precedence over the Rules referred to in Rule 27.2.

APPOINTMENT OF BOARD

28. CONSTITUTION OF BOARD

28.1 The Board shall consist of a President, a Vice-President, the Chief Executive and 6 (six) representatives of Members.

28.2 The Members of the Board (other than the Chief Executive) shall be elected by the Members in Annual General Meeting in accordance with the following provisions of these Rules.

28.3 The Board may co-opt to its number not more than two persons who are willing to serve. Such persons may not be Officials and shall serve until conclusion of the Annual General Meeting following the date of their co-option. Such persons shall be eligible for further co-option.

29. PRESIDENT

29.1 The President shall be elected at the Annual General Meeting or any adjournment thereof for a maximum term of two years. On conclusion of that term, the President shall be eligible for re-election for one further term of two years only.

29.2 The President shall be subject to the Eligibility Criteria set out in Rule 32 (*Eligibility Criteria*).

29.3 In the event of the office of President becoming vacant for any reason during the incumbent's term of office, the Vice-President shall assume the office of President for the unexpired term of office of the outgoing President.

29.4 In such event, the Vice-President so assuming office as President shall be eligible for election as President for two terms of two years each as provided for in Rule 29.1 provided he continues to satisfy the Eligibility Criteria.

30. VICE-PRESIDENT

30.1 The Vice-President shall be elected at the Annual General Meeting or any adjournment thereof for a maximum term of two years. On conclusion of that term, the Vice-President shall be eligible for re-election for one further term of two years only.

30.2 The Vice-President shall be subject to the Eligibility Criteria set out in Rule 32 (*Eligibility Criteria*).

30.3 In the event of the office of Vice-President becoming vacant for any reason during the incumbent's term of office, the Board shall appoint any one of their own number (except the Chief Executive) to fill the said vacancy for the unexpired term of office of the outgoing Vice-President.

30.4 In such event, the person so assuming office as Vice-President shall be eligible for election as Vice-President for two terms of two years each as provided for in Rule 30.1 provided he continues to satisfy the Eligibility Criteria.

31. BOARD MEMBERS

- 31.1** Six persons representing the Members shall be elected to the Board. These persons are herein referred to as “Directors”. Such elections shall generally be held at the Annual General Meeting or any adjournment thereof, but where the number of Directors falls below the number required for a quorum, Directors may be elected at a general meeting of the League called for the purpose.
- 31.2** A list of the candidates for election as submitted pursuant to Rule 32.1.5 shall be sent to Members not less than five clear days before the meeting at which the election ballot is to be held.
- 31.3** Each such person shall be subject to the Eligibility Criteria set out in Rule 32 (*Eligibility Criteria*).
- 31.4** In each year not less than three Directors shall retire. Those to retire shall be those who have been longest in office. In the event that for any reason there are less than three Directors who will have been in office for two years, then those who have served for two years shall retire and those who have been in office for less time shall draw lots to determine which additional Director or Directors shall retire.
- 31.5** In the event of a casual vacancy occurring in the membership of the Board between Annual General Meetings, the Board shall have the right to co-opt a person satisfying the Eligibility Criteria set out in Rule 32 (*Eligibility Criteria*), who shall hold office until the Annual General Meeting next following when he shall retire, but may offer himself for election subject to this Rule 31 (*Board Members*). Such a vacancy shall not be counted for the purposes of Rule 31.4.
- 31.6** In order to ensure consistency of rotation amongst Directors, it shall be competent to hold an election for a place on the Board with a specified minimum term of less than two years.
- 31.7** In order to ensure fair and adequate representation of all Member Clubs, one place on the Board (ignoring for these purposes the President and Vice-President) shall be reserved for each of the Divisions into which the League is divided, and the Board shall be authorised and entitled to conduct elections for Directors at the Annual General Meeting in such a way as to ensure that such representation is secured having regard to those Directors who have been elected or offer themselves for election.
- 31.8** In any election where there are only two candidates, the candidate receiving most votes will be declared the winner. Where there are three or more candidates, to be elected a candidate will require to receive more than 50%

of the votes cast. Where no candidate receives more than 50% of the votes cast, the candidate receiving the least number of votes shall be eliminated and a fresh ballot conducted and so forth until a candidate receives more than 50% of the votes cast. In any ballot where there are three or more candidates and the winner does not receive more than 50% of the votes cast and the bottom two candidates have an equal number of votes, the candidate to be eliminated will be ascertained by the drawing of lots. In the event of two or more candidates having an equal number of votes, the winner shall be ascertained by conducting a further ballot and if this still results in an equality of votes, by the drawing of lots.

32. ELIGIBILITY CRITERIA

32.1 The eligibility criteria for election to and holding office as President, Vice-President or Director (“the Eligibility Criteria”) referred to in these Rules are as follows:-

32.1.1 The person must be an Official on the date on which he is first elected and must remain an Official for the duration of his appointment.

32.1.2 The person must be in compliance with Rule 21 (*Dual Interests in Clubs*) or have received prior written consent of the Board to his not being in compliance with that Rule. For the avoidance of doubt, for the purposes of this Rule and Rule 21 “prior written consent” shall mean a letter from the Chief Executive confirming that after full disclosure by the person concerned to the Board, a meeting of the Board has given such consent as recorded in the minutes of the relevant Board meeting.

32.1.3 The person is not in contravention of any of the provisions of Rule 33 (*Termination of Appointment to the Board*).

32.1.4 Not more than one Official of a Member may be a member of the Board (including for this purpose the President and Vice-President) at any time and if an Official of a Member shall be a member of the board and is not retiring in accordance with these Rules, another Official of that Member shall not be eligible for nomination for election to the Board.

32.1.5 The person must be nominated and seconded for election by not less than two Officials (who may be Officials of the same Member Club) in writing and shall have countersigned the nomination confirming that he is willing to act if elected. Such written nomination duly completed shall be submitted to the Chief Executive not later than 5pm on the day which falls seven clear days before the Annual General Meeting.

33. TERMINATION OF APPOINTMENT TO THE BOARD

33.1 A person shall not be eligible for appointment to the Board if, and shall cease to be a member of the Board as soon as -

- 33.1.1** that person ceases to be eligible to be a Company Director by virtue of any provision of the Companies Act 2006 or is prohibited by law from being a Company Director;
- 33.1.2** that person is sequestrated or has a bankruptcy order made against him which has not been discharged;
- 33.1.3** a composition is made with that person's creditors generally in satisfaction of his debts or he has granted a trust deed for his creditors;
- 33.1.4** a registered medical practitioner who is treating that person gives a written opinion to the League stating that that person has become physically or mentally incapable of acting as a member of the Board and may remain so for more than three (3) months;
- 33.1.5** by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- 33.1.6** that person gives notice in writing to the Chief Executive resigning from the Board and such resignation is accepted by the Board and has taken effect in accordance with its terms; or
- 33.1.7** the Member of which the person is an Official has intimated in writing its intention to resign, retire or otherwise cease to be a Member (other than on promotion to The Scottish Premier League).
- 33.2** In the event that a member of the Board (including the President and Vice President) ceases to fulfil the Eligibility Criteria while holding such office, he shall be deemed to have retired automatically and without further process unless he again meets the Eligibility Criteria within seven (7) days after he first ceases to do so.
- 33.3** Notwithstanding the provisions of this Rule 33, any member of the Board (including the President and Vice-President) who is an Official of a Member which is promoted to The Scottish Premier League or which ceases to play in The Scottish Football League for any reason shall be deemed to have retired on the day on which such promotion or cessation takes effect although his term of office has not expired and shall not be reckoned among the number which falls to retire at the next Annual General Meeting.
- 33.4** In the event that a member of the Board (including the President and Vice-President) shall cease to be an Official of a Member but shall within seven days become an Official of another Member Club he shall be deemed to have continued to meet the Eligibility Criteria but the member concerned shall be required (if it be not the case) to offer himself for re-election at the Annual General Meeting next following for the unexpired balance of the term for which he was first elected to the Board.

34. SUSPENSION OF A BOARD MEMBER

The Board shall have power to suspend the appointment of any one or more of its number either indefinitely or for a specified period of time where the other members of the Board acting reasonably consider it is in the best interests of the League to do so. Any such suspension may be appealed by the suspended member pursuant to the procedure set out in Rule 45 (*Appeals Procedure*) but for the avoidance of doubt the Director concerned shall remain suspended during the appeal process.

35. BOARD MEMBERS' EXPENSES

The League may pay any reasonable expenses which a member of the Board properly incurs in connection with his attendance at -

35.1 meetings of the Board or of Committees of the Board;

35.2 general meetings; or

35.3 otherwise in connection with the exercise of the powers of the Board and the discharge of his responsibilities in relation to the League.

CONDUCT OF BOARD MEETINGS

36. CHAIRMAN

The President, or in his absence the Vice-President, shall preside at all meetings of the Board and in the event that neither of these persons is present, the Chief Executive shall preside for the duration of the meeting. The Chairman shall have a casting as well as a deliberative vote but if the Chief Executive shall be Chairman he shall not have a casting vote.

37. QUORUM

37.1 Four members shall form a quorum at all meetings of the Board.

37.2 Unless a quorum is present, no proposal may be voted upon except a proposal to call another meeting.

37.3 If the total number of members of the Board at any time is less than the required quorum, the Board members must not take any decision other than a decision to call a general meeting so as to enable the Member Clubs to appoint further members of the Board.

38. CALLING A BOARD MEETING

38.1 The Chief Executive shall call meetings of the Board at the request of the President or any member of the Board by giving notice to all the members of the Board.

- 38.2** Notice of any Board meeting must indicate:-
- 38.2.1** the proposed date and time;
 - 38.2.2** the proposed venue; and
 - 38.2.3** if it is anticipated that members participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 38.3** Notice of a Board meeting must be given to each Board member but need not be in writing and may be given in electronic form.
- 38.4** Notice of a Board meeting need not be given to a member who has waived his entitlement to notice of a meeting.

39. PARTICIPATION IN BOARD MEETINGS

- 39.1** Subject to these Rules, a Board member participates in a Board meeting, or part of a Board Meeting, when:-
- 39.1.1** the meeting has been called and takes place in accordance with these Rules; and
 - 39.1.2** each Board member can communicate to the others any information or opinions they have on any particular item of business of the meeting.
- 39.2** In determining whether Board members are participating in a Board meeting it is irrelevant where any member is or how the members communicate with each other.
- 39.3** If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is located and in the absence of agreement the meeting will be deemed to take place where the Chairman of the meeting is located at the time.

40. CONFLICTS OF INTEREST

- 40.1** If a proposed decision of the Board is concerned with an actual or proposed transaction or arrangement with the League in which a member of the Board is interested, that member is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 40.2** But if Rule 40.3 applies, a member of the Board who is interested in an actual or proposed transaction or arrangement with the League is to be counted as participating in the decision making process for quorum and voting purposes.

- 40.3** This Rule 40.3 applies when:-
- 40.3.1** the League by resolution in general meeting disapplies the provision of the Rules which would otherwise prevent such a member from being counted as participating in the decision making process;
- 40.3.2** the member's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- 40.3.3** the member's conflict of interest arises from a permitted cause.
- 40.4** For the purposes of this Rule 40 the following are permitted causes:-
- 40.4.1** a guarantee given, or to be given, by or to a Member in respect of an obligation incurred by or on behalf of the League; and
- 40.4.2** arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the League which do not provide special benefits for members or former members of the Board.
- 40.5** For the purposes of this Rule 40, references to proposed decisions and decision making processes include any Board meeting or part of a Board meeting.
- 40.6** Subject to Rule 40.7, if a question arises at a meeting of the Board or of a committee of the Board as to the right of a member to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairman whose ruling in relation to any member other than the Chairman is to be final and conclusive.
- 40.7** If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairman, the question is to be decided by a decision of the members at that meeting, for which purpose the Chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

41. VOTING RIGHTS OF CO-OPTED MEMBERS

Persons co-opted to the Board pursuant to Rule 28.3 shall have all the rights powers and privileges of Members of the Board elected pursuant to Rule 31 (*Board Members*) but shall not be permitted to vote. Persons who are not members of the Board but are co-opted to membership of a committee of the Board shall unless otherwise determined by the Board pursuant to Rule 27 (*Committees of the Board*) not be entitled to vote at meetings of that Committee.

42. RECORD OF DECISIONS TO BE KEPT

- 42.1** The members of the Board must ensure that the Board keeps a record, in writing, for at least 10 years from the date of the decision recorded, of the business of the Board and of every decision taken by the members of the Board.
- 42.2** Such minutes, or record, shall be confidential to the members of the Board from time to time and shall not be circulated to the Members without the prior consent of each member of the Board.

43. BOARD'S DISCRETION TO MAKE FURTHER RULES

Subject to these Rules, the members of the Board may make any rule which they think fit about how they take decisions and about how such rules are to be recorded, amended or communicated to members of the Board.

44. FUNCTIONS AND POWERS OF THE BOARD

- 44.1** The Board shall be responsible for the negotiation on behalf of all Members and Associate Members of sponsorship arrangements and commercial contracts aimed at exploitation of the League fixtures, media exploitation of football games played under the auspices of the League and any and all contracts designed to enhance the revenue of the League.
- 44.2** The Board shall determine the division of such income among the Members as it shall think fit, and shall be entitled to retain for the benefit of the League as a whole such percentage as it shall reasonably determine and which shall not be less than 15%. In arriving at a determination of the split the Board may set up such committees as it may think desirable consisting of representatives from the various Divisions all as provided for in Rule 27 (*Committees of the Board*).
- 44.3** The Board shall appoint from their own number the members to represent the League on the Council of The Scottish Football Association.
- 44.4** The Board shall have full power to deal with as it thinks fit, including power to suspend, fine or expel any Member, Associate Member, Official or player whom it finds to be guilty of misconduct or of violating, infringing or failing to observe these Rules or any of the Rules or Bye-Laws made by the League for the time being in force.
- 44.5** The Board shall have full power to deal with as it thinks fit, including power to deduct Championship points before or during a season and/or to impose a player registration embargo on a Member whom it finds to be guilty of conduct contrary to the interests of the League and its Members or which is potentially likely to prejudice the orderly progress of the League Championship and/or the League Challenge Cup Competition in any season. For the avoidance of doubt such conduct may include a Member

being in or taking steps to enter or being subject to proceedings which may result in the Member entering Administration, Liquidation, Sequestration, or having a receiver or judicial factor or trustee appointed to it or to substantially all of its assets, or becoming subject to any other form of insolvency procedure or arrangement or compromise with or for the benefit of its creditors. For the further avoidance of doubt, a Member in or going in to any such process will remain responsible for the purposes of these Rules for the conduct of its undertaking by any Administrator, Liquidator, Receiver, Trustee, Factor or Supervisor or any other such officer appointed to it or to its undertaking.

- 44.6** The Board, and any Committee or Sub-Committee of the Board shall have full power to enquire into all financial arrangements between Members, Associate Members, Officials and players, and into all allegations of a breach of these Rules or of any other Rules made by the League by Members, Associate Members, Officials and players and, for that purpose, may require the attendance of all Officials, players and such other persons as may appear to have relevant information and to require the production of all books, letters and other documents. They shall have full power to deal with all offences and all offending and/or defaulting Members, Associate Members, Officials and players as they may think fit including the right to cancel agreements with players which are found to be contrary to Rules made by the League.
- 44.7** In cases of urgency, the President for the time being shall have power to nominate a Sub-Committee to act for the purposes of Rule 44.6.
- 44.8** The League or the Board shall be entitled to publish in the public press or in any other manner it shall think fit, the findings of any such enquiry whether or not the same shall reflect upon the character or conduct of any Member, Associate Member, Official, player or other person or persons, reports of their proceedings, acts, resolutions and the evidence or extracts thereof tendered in any such enquiries and all such enquiries and reports shall be privileged and every Member, Associate Member, Official, player or other person shall be deemed to have assented to such enquiry and to publication as aforesaid and to regard the same as privileged in law.
- 44.9** On any such enquiry, the Board may make such order as to payment of expenses of the same as it shall think fit.
- 44.10** "Within 10 business days of a request in writing from the Board each Member shall sign and deliver to the Board such mandate as shall be necessary to authorise and allow HM Revenue & Customs (HMRC) on request to provide the Board with the following notifications and information for the following 12 months:-
- (i) details of the commencement date and duration of all current and new Time to Pay arrangements between the Member and HMRC.
 - (ii) notification as to when a Member is in arrears of two or more monthly

- instalments in terms of said arrangement detailed in (i) above.
- (iii) details of all the Member tax liabilities relating to the year ended 5 April which are still outstanding as at the following 5 June.
- (iv) notification of the commencement by the HMRC of all proceedings to recover outstanding tax liabilities against the member at any time.
- (v) details of any outstanding debts with HMRC.

In the event that HMRC is unable or unwilling to provide the information referred to above directly to the Board upon receipt of a mandate from the Member then the Member shall timeously obtain such information directly from HMRC and immediately forward copies of the same to the Board. An Official of each Member shall sign and deliver to the Board all such paperwork as shall be necessary to give effect to the terms of this Rule."

- 44.11** Any amendment of this Rule 44 shall require a majority of not less than seventy five per cent (75%) of the votes cast upon the resolution to amend.

45. APPEALS PROCEDURE

- 45.1** Any Member Club, Associate Member, Official or player (including for the avoidance of doubt any Director) aggrieved by a decision of the Board, (other than a decision taken in terms of Rule 91 (*Competitions*) and Rule 98 (*Fixtures*), which shall be final and binding), or any Member Club or Associate Member aggrieved by a decision of the Board in terms of Rule 93 (*Champion Clubs – Promotion and Relegation and Ground Requirements*) Rule 94 (*Promotion or Relegation, Unsuitability of Ground, or other Default*) or Rule 86 (*Club Name and Registered Ground*) concerning the suitability of its ground, shall have power, within seven days of the date on which the decision is communicated to it in writing, to appeal to a general meeting of the League convened for the purpose on payment of a deposit of £1,000 which shall be payable at the time of lodging the appeal and shall be forfeited in the event of the appeal being dismissed. In the event of a requirement for the urgent resolution of a matter which impacts upon the smooth running of the League (as determined by the Board acting in its sole discretion and communicated by the Board to the aggrieved party) the period for intimating an Appeal in terms of said Rule shall be reduced from seven days to a period of not less than 48 hours.
- 45.2** The Appellant shall set out the grounds of his appeal in writing and shall lodge any documents to which he wishes to refer in support of his appeal with his statement of grounds of appeal.
- 45.3** The Board as respondent shall lodge a written statement of objections to the appeal together with any documents to which it wishes to refer with the Chief Executive within 10 days of the date on which the Appellant has lodged his statement, or such shorter period in the event of urgency as the parties to the appeal may agree.

- 45.4** Unless agreed otherwise by the Board and the appellant the appeal shall not be conducted as a re-hearing of the case, and parties may be represented by a solicitor or counsel of their choice. Where it is agreed to conduct the appeal as a re-hearing of the case the meeting may take evidence from such witnesses as the parties may choose to call, but it shall not otherwise hear oral evidence.
- 45.5** The representatives of the Member Clubs in general meeting shall be entitled to ask questions of the parties or their representatives, and shall be entitled to cross examine witnesses if called.
- 45.6** The hearing shall be held in accordance with the procedures for general meetings of the League as set out in Section 4 of these Rules.
- 45.7** The President, whom failing the Vice-President, whom failing the Chief Executive shall preside at the meeting, notwithstanding that any one or more of them may have participated in the Board Meeting at which the decision appealed against was taken.
- 45.8** The Chairman of the meeting pursuant to Rule 45.7 shall not conduct the League's case in the appeal proceedings. In the event that the President, the Vice-President and the Chief Executive shall either conduct the appeal or shall be liable to be called as witnesses, the first business of the meeting shall be to appoint a Chairman of the meeting from amongst its number for that purpose.
- 45.9** The decision of the general meeting shall be arrived at by secret ballot in accordance with the Rules as to voting set out in Section 4 of these Rules.
- 45.10** The appeal shall be deemed to succeed unless the decision of the Board is upheld by a simple majority of the votes cast at the general meeting.
- 45.11** Once an appeal has been validly submitted to the Chief Executive, the decision against which the appeal is submitted shall (except an appeal against a decision of the Board pursuant to Rule 34 (*Suspension of a Board Member*)) be set aside pending the hearing of the appeal and a decision being made upon such appeal, unless in the opinion of the Board, having heard both parties, the interests of justice or the efficient conduct of the business of the League are such that the decision should be given effect.

46. RESOLUTIONS AT GENERAL MEETINGS

A resolution of the Members of the League is validly passed at a general meeting if:-

- 46.1 notice of the meeting and of the resolution is given; and
- 46.2 the meeting is held and conducted, in accordance with these Rules.

47. BOARD POWER TO CALL GENERAL MEETINGS

- 47.1 The Board may call a general meeting of the League.

48. MEMBERS' POWERS TO REQUIRE BOARD TO CALL GENERAL MEETING

- 48.1 The Board are required to call a general meeting of the League if the Chief Executive receives a request to do so signed on behalf of not less than twelve (12) Member Clubs.

- 48.2 A request

- 48.2.1 must state the general nature of the business to be dealt with at the meeting, and

- 48.2.2 may include the text of a resolution that may properly be moved and is intended to be moved at the meeting.

49. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 49.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

- 49.2 A person is able to exercise the right to vote at a general meeting when that person is able to vote during the meeting on resolutions put to the vote at the meeting and that vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

- 49.3 The Board may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

- 49.4 In determining attendance at a general meeting it is immaterial whether any two or more persons attending it are in the same place as each other.

50. NOTICE OF GENERAL MEETINGS

- 50.1.1** A general meeting of the League must be called by notice of at least 14 days, except that if the Board, acting reasonably, believes the matter to be deliberated upon at the meeting is urgent and an early meeting will be beneficial to the good conduct of the business of the League or the orderly progress of the League competitions, such a meeting may be called by not less than 5 days' notice.
- 50.1.2** A general meeting may be called by shorter notice than that required by Rule 48.1 if shorter notice is agreed:
in the case of the annual general meeting, by not less than 95% of all the members; and
in the case of any other general meeting, by not less than 75% of all the Members.
- 50.1.3** Notice of a general meeting may be given in electronic form where the Member or Members concerned have agreed to receive notice in that way.

51. QUORUM FOR GENERAL MEETINGS

- 51.1** No business other than the appointment of the Chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 51.2** The quorum for a general meeting shall be the attendance of representatives of eighteen (18) Member Clubs.

52. CHAIRING GENERAL MEETINGS

- 52.1** At all general meetings, the President shall chair the meeting.
- 52.2** If the President is unwilling to chair the meeting or is not present within ten (10) minutes of the time at which the meeting was due to start, the Vice-President shall chair the meeting.
- 52.3** If the Vice-President is not willing to chair the meeting or is not present within ten (10) minutes of the time at which the meeting was due to start, the Chief Executive shall chair the meeting.
- 52.4** Unless the Chief Executive shall be the Chairman of the meeting (when he shall not have a casting vote) the Chairman of the meeting shall have a casting vote in addition to any deliberative vote which he may have.

53. ATTENDANCE AND VOTING BY MEMBERS

- 53.1** Each Member and Associate Member must send one representative, who must be an Official, to all general meetings (and to all other meetings by whatever name called) of the Members of the League.
- 53.2** All representatives of Member Clubs must exercise their vote on all matters which fall to be decided at general meetings. Any Member Club whose representative fails to comply with this Rule shall be dealt with by the Board as a disciplinary matter in such way as the Board thinks proper.
- 53.3** Each Member Club, acting by its representative, shall have one vote on all matters for decision at meetings of the League.
- 53.4** For the avoidance of doubt, the President, the Vice-President, the Directors and the Chief Executive shall be entitled to attend and speak at general meetings, but unless the appointed representative of a Member, shall not be entitled to a vote, save that any such person (other than the Chief Executive) acting as Chairman of the meeting shall have a casting vote as set out in Rule 52.4.

54. ANNUAL GENERAL MEETING

- 54.1** A general meeting, which shall be the Annual General Meeting, shall be held in each calendar year as soon as possible after the competitions for that season are completed, on a date determined by the Board.
- 54.2** The business of the Annual General Meeting shall include:-
- 54.2.1** a report on the season just ended
- 54.2.2** the presentation of the Financial Statements of the League for the period ending on 31st March preceding the Annual General Meeting
- 54.2.3** the report of the Board and of the Auditors upon the Financial Statements
- 54.2.4** the election of the Board pursuant to Rules 29 to 31 (inclusive)
- 54.2.5** any other business determined by the Board or these Rules.

55. ADJOURNMENT

- 55.1** If the representatives attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum or if during the meeting a quorum ceases to be present, the Chairman of the meeting must adjourn it.
- 55.2** The Chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- 55.2.1** the meeting consents to an adjournment; or
- 55.2.2** it appears to the Chairman of the meeting that an adjournment is necessary to protect the safety of any persons attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 55.3** The Chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 55.4** When adjourning a general meeting the Chairman of the meeting must:
- 55.4.1** specify the time and place to which it is adjourned;
- 55.4.2** or state that it is to continue at a time and place to be fixed by the Board;
- 55.4.3** and in so specifying he shall have regard to any directions which have been given by the meeting.
- 55.5** If the continuation of an adjourned meeting is to take place more than fourteen (14) days after it was adjourned, the League shall give at least seven (7) days' notice of the continued meeting -
- 55.5.1** to the same persons to whom notice of general meetings is required to be given; and
- 55.5.2** containing the same information which such notice is required to contain.
- 55.6** No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

56. VOTING: GENERAL

- 56.1** A resolution put to the vote of a general meeting must be decided on a poll conducted by secret ballot in accordance with these Rules.
- 56.2** Associate Members shall not be entitled to vote.

57. ERRORS AND DISPUTES

57.1 In the event of any objection to the qualification of any representative, such objection must be raised at the meeting or adjourned meeting at which the vote objected to is tendered and the decision of the Chairman of the meeting on the objection shall be final. Every vote not disallowed at the meeting is valid.

57.2 Every Member and Associate Member shall annually supply to the League the identity of the Official or Officials who will or may represent them at meetings of the League, together with such verification of identity and appointment as the League may reasonably require. In the event of a representative requiring to be changed for any reason during the year, the Member or Associate Member shall supply the same information on any substitute representative to the League not later than 24 hours prior to any general meeting at which that person may represent the Member or Associate Member. Any person in respect of whom such verification of appointment has not been supplied may not be admitted to the meeting or may not be permitted to vote thereat.

57.3 All voting at meetings of the League shall be conducted by secret ballot. Subject to the approval of the meeting, two members of staff of the League or such other persons as may be nominated and willing to act (not being representatives of Members or Associate Members) shall act as tellers and shall collect, scrutinise and count the votes cast for and against the resolution in consideration.

58. AMENDMENTS TO RESOLUTIONS

58.1 A resolution to be proposed at a general meeting may be amended by a resolution if:

58.1.1 written notice of the proposed amendment is given to the Chief Executive by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place; and

58.1.2 the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution.

58.2 If the Chairman of the meeting acting in good faith wrongly decides that an amendment to a resolution is out of order, the Chairman's error does not invalidate the vote on that resolution.

58.3 An amendment to a resolution shall be put to the meeting first and if carried, the meeting shall then vote on the resolution as so amended.

59. POWER TO EXPEL

Members shall have power by resolution passed at a general meeting by not less than seventy five per cent (75%) of the Members to expel from the League any club whose conduct has in their opinion been objectionable.

60. SUSPENSION OF RULES

Members shall have power by resolution passed at a general meeting by not less than seventy five per cent (75%) of the Members to suspend any of these Rules for a definite or indefinite period of time and may adopt by a similar majority for a definite or indefinite period of time, temporary Rules in addition to or in lieu thereof.

61. BANK ACCOUNT

61.1 A bank account or bank accounts including any internet bank account shall be kept in the name of the League, and all cheques drawn thereon shall be signed by the Chief Executive and countersigned by the Financial Controller and the President or Vice-President being three signatures in all. All withdrawals or transfers from the internet bank account will be authorised in writing by the Chief Executive, the Financial Controller and either the President or Vice President.

61.2 Notwithstanding Rule 61.1 the Chief Executive or the Financial Controller may be the sole authorised signatory for withdrawals on the accounts (including internet accounts) not exceeding £5,000 or such other sum as the Board may from time to time determine.

62. FINANCIAL STATEMENTS

The financial statements in respect of each accounting period of the League must be approved by the Board, and shall be submitted to the Annual General Meeting with the approval of the Board.

63. TRUSTEES

63.1 The President, Vice-President and the Chief Executive all for the time being shall be Trustees ex officio for the League and all investments shall be made in their names and in the name of their successors in office as Trustees on behalf of the League.

63.2 All contracts and other commitments made on behalf of the League shall be made by the President, Vice-President and the Chief Executive for the time being as Trustees for the League.

64. BENEVOLENT FUND

64.1 The League may hold and subscribe to a Benevolent Fund in such form, investments or bank deposits as the Board may from time to time determine.

64.2 The Chief Executive shall act as treasurer of any such Benevolent Fund.

64.3 Any such Benevolent Fund shall be administered by the Board which may, at its sole discretion, apply the income and the capital thereof towards the following objects, namely:

64.3.1 the grant of pensions and benefits in money or otherwise to players or other persons associated or formerly associated with the League or with Members or former Members of the League who may be disabled or otherwise require assistance, and to the widows or former civil partners, children or other dependents of any such player or person who may die or become incapacitated from earning a living and who may be deserving of assistance; and

64.3.2 any other fund (whether or not being a recognised charity) which may be constituted for the purposes referred to in this Rule 64 or which may have one or other similar objects.

64.4 The Board may also subscribe in its sole discretion from the Funds of the League to the Benevolent Fund for Players constituted by Deed of Trust by the Scottish Football Association Limited and The Scottish Football League dated 26 January and 17 February and registered in the Books of Council and Session on 24 March all in the year 1977.

65. CHIEF EXECUTIVE

65.1 The Board shall appoint a Chief Executive who shall be a paid official on such terms and conditions as they shall think fit.

65.2 The Chief Executive shall act as Secretary of the League.

65.3 The Chief Executive shall be a full member of the Board and entitled to vote at meetings of the Board, subject always to the provisions of these Rules (including without limitation those as to conflict of interest).

65.4 The Chief Executive may not be an Official nor shall he be entitled to a vote at general meetings of the League although he will be entitled to attend and speak at such meetings.

66. INTER LEAGUE AGREEMENTS

66.1 The League may, by resolution of a general meeting, become a member of any Inter-League Board or combination of Leagues or enter into any arrangement or agreement with any league or combination of associations in the United Kingdom or elsewhere and may bind itself to such agreements in furtherance of its objects, and in like manner (i.e. by resolution of a general meeting) may alter or terminate any such membership or agreement.

66.2 The League, acting through the Board, shall be empowered to enter into such contracts or other arrangements with The Scottish Premier League (and associated companies, bodies or persons) as shall be considered necessary or desirable.

67. SERVICE AWARDS AND MEMBERSHIP CARDS

67.1 The Board shall have power to award Honorary Life Membership of the League to any person whom they feel has given outstanding service and support to the League.

67.2 Each President of the League, and any person who has been a member of the Board for not less than seven years (either continuously or in aggregate) shall become a Life Member of the League, which shall entitle him to admission to the ground and Directors' Box at all football matches played under the jurisdiction of the League.

67.3 The League shall issue to the Board a membership card for each Season which shall entitle the holder to admission to the ground and Directors' Box at all football matches played under the jurisdiction of the League.

68. MONETARY AWARDS

68.1 The League shall make monetary awards to each Member and Associate Member in the three League Championship competitions.

68.2 For the purposes of this Rule 68, the surplus on the League's Trading Account shall be subject to a capped limit of £1,187,649 in Season 2008/09 (the "Capped Limit").

68.3 The Capped Limit shall be adjusted each year by a percentage equivalent to the difference between the Retail Prices Index issued on behalf of HM Government for the month of March in the year of distribution and the said index for the month of March in the preceding year. In the event of the cessation of publication of such Index, the Board shall have power to substitute such Index for adjustment purposes as it may consider most closely reflects the impact of inflation upon the costs incurred by football clubs in carrying on their business.

68.4 The surplus on the League's Trading Account at the end of each financial period shall be distributed to Members and Associate Members as follows:-

68.4.1 75% of the Capped Limit shall be divided equally among all Members and Associate Members;

68.4.2 25% of the Capped Limit shall be disbursed among the Members and Associate Members on an incentive ladder based system of payments; and

68.4.3 Any excess of the surplus above the Capped Limit ("the Excess") shall be distributed on an incentive based ladder system by the Board allocating:

68.4.3.1 55% of the Excess, to be divided among the Members in the First Division;

68.4.3.2 33% of the Excess, to be divided among the Members in the Second Division; and

68.4.3.3 12% of the Excess, to be divided among the Members in the Third Division.

68.5 Determination of the actual sum per Member to be paid in each season will be at the discretion of the Board. For the purposes of this Rule 68, a Member will be treated as a Member playing in the relevant Division for the relevant season irrespective of any promotion or relegation at the end of that season and the date of determination or distribution of any Monetary Award in respect of that season.

69. BETTING

No Official or player, Member or Associate Member shall bet on football in any way (other than by means of authorised and registered football pools) and any person alleged to have done so may be dealt with by the Board as it shall think fit.

70. COMMERCIAL ARRANGEMENTS BY MEMBERS

70.1 Members may enter into commercial arrangements or sponsorship agreements with third parties but must ensure that any such proposed arrangement or agreement does not and will not conflict with the commercial arrangements or sponsorship agreements contemplated or already negotiated by the Board on behalf of the League as contemplated in Rule 71 (*Commercial Arrangements by the Board*).

71. COMMERCIAL ARRANGEMENTS BY THE BOARD

71.1 The Board may negotiate and conclude contracts on behalf of the League and its Members with commercial sponsors, broadcasters, publishers and others for the benefit of Members and of League football.

71.2 Without prejudice to the generality of Rule 71.1, the Board may and shall be entitled to conclude and execute contracts and agreements on behalf of the League and all or some of its Members and Associate Members with:

71.2.1 all or any of the football clubs forming the Premier Division of the League at the commencement of Season 1997/98 (in this Rule 71 “the Clubs”);

71.2.2 any company or person controlled by all or any of the Clubs; and/or

71.2.3 any other related football body (including The Scottish Football Association Limited) relating to the departure (by whatever means) of the Clubs from the League, the cessation of all of the Clubs’ membership of the League and the financial and other arrangements agreed by or on behalf of the Clubs and the Board (as successors to the then Management Committee of the League) in relation thereto.

- 71.3** Such contracts shall include but shall not be restricted to:
- 71.3.1** central sponsorship of the League Championship;
 - 71.3.2** transmission and recording by any means of fixtures provided by the League;
 - 71.3.3** commercial exploitation of the League's name, badge, emblem and trademarks;
 - 71.3.4** publications, including sound and video recordings, relating to the history and fixtures of the League.
- 71.4** Members shall :-
- 71.4.1** take all reasonable steps to assist in securing compliance by the League with its obligations to third parties in implementing the terms of such contracts and in particular shall, without prejudice to the foregoing generality, make available appropriate facilities for the transmission or recording by any means of matches under the auspices of the League and shall be deemed to licence the use by the League of all such transmissions, recordings, publications or official photographs and of any copyrights of Members required by the League in connection with such transmissions, recordings, publications or official photographs;
 - 71.4.2** during all League Championship, League Cup and Challenge Cup matches make available to away or visiting clubs all appropriate facilities (excluding film equipment or technical staff) to allow the away or visiting Club to film the match for training and other purposes. Any utilisation of the footage by the away or visiting Club will be subject to such conditions as the Board may impose from time to time and the copyright in the footage will remain with the League at all times
- 71.5** Funds received by the League in terms of any contract referred to in this Rule 71 shall be administered by the Board and, subject to the terms of this Rule 71, shall be paid firstly towards the Monetary Award in terms of Rule 68 (*Monetary Awards*) so that the Monetary Award is no less than the Capped Limit (as defined in that Rule 68). Any surplus above the Capped Limit will be divided as set out in Rule 68.4.3.
- 71.6** For the avoidance of doubt all income derived from the League Cup and Challenge Cup Competitions whether by way of sponsorship, broadcasting or otherwise will be administered separately by the Board in accordance with the League Cup Competition Rules and the League Challenge Cup Competition Rules.

71.7 The Board may require any Member or Associate Member to provide services and facilities pursuant to any contract relating to sponsorship or commercial involvement in the League Championship.

72. FOOTBALL TRUST AGREEMENTS

The League shall guarantee or otherwise secure or underwrite the indebtedness to The Football Trust or its assignee of all Members (in the manner agreed with The Football Trust or its assignee) including for the avoidance of doubt the indebtedness of any club which becomes a Member by reason of relegation from The Scottish Premier League from time to time provided always that the indebtedness of such member was incurred on or prior to the date of adoption of these Rules. Where a Member is promoted to The Scottish Premier League in accordance with Rule 93 (*Champion Clubs - Promotion and Relegation and Ground Requirements*) the League shall co-operate fully with The Scottish Premier League to enable any indebtedness to The Football Trust or its assignee to be in like manner guaranteed or otherwise secured or underwritten (in the manner agreed with The Football Trust or its assignee) by The Scottish Premier League in place of the League.

73. CONTRIBUTION OF ARTICLES OR COMMENT TO THE MEDIA

73.1 A player or Official may participate in a responsible manner in radio and television programmes, permit his picture to be taken, write or inspire books, newspaper, match programmes or magazine articles, contribute to a “blog” on the internet, contribute to a social networking or micro-blogging site, or endorse commercial products, providing:

73.1.1 that none of those activities shall in any way infringe the terms of this Rule 73 or be injurious to the interests of the League, any Member or Associate Member, or an Official of another Member or Associate Member and that none of them shall be in breach of the Rules and Bye Laws of the Scottish Football Association Limited or of the League or of any other organisation of which those bodies or a Member may be members; and

73.1.2 that the player or Official in undertaking these activities shall not use the name, badge, emblem or strip of any Member or Associate Member without the prior written consent of the Member or Associate Member and shall procure that the copyright in any photograph or recording making use of the Member or Associate Member’s name, badge, emblem or strip shall vest in the Member or Associate Member as the case may be.

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

74. ALTERATION OF RULES

These Rules may be altered or augmented by the Members in general meeting of which notice of amendment has been duly given provided that not less than two-thirds (66%) of Members shall vote in favour of the resolution for amendment.

75. ENHANCED MAJORITY REQUIREMENT

Rule 74 is without prejudice to the requirements of Rules 42, 57, 58, 77 and 82 amendment of which shall require the support of seventy five per cent (75%) of the Members.

76. MAJORITY REQUIREMENT TO AMEND MAJORITY REQUIREMENTS

Any resolution to alter the requisite majority to carry a resolution to amend the required majority to alter a Rule shall itself require a seventy five per cent (75%) majority of the Members.

77. NOTICE FOR RULE CHANGES

77.1 Written notice of any proposed alteration or addition to these Rules must be given to the Chief Executive not later than 31 March in any year, unless the proposers shall have sufficient support to require the calling of a general meeting pursuant to Rule 48 (*Members' Powers to Require Board to Call General Meeting*).

77.2 Such notice shall not be required where the proposed alteration or addition is proposed by the Board, but intimation of any such proposed change shall be given in accordance with Rule 78 (*Intimation of Proposed Rule Changes*).

78. INTIMATION OF PROPOSED RULE CHANGES

All proposed alterations or additions to the Rules shall be intimated to Members not less than fourteen (14) clear days before the general meeting at which they are to be considered.

79. CONDITION TO ALTERATION OF RULE 5

No addition to or alteration or suspension of Rule 5 (*Constitution of the League*) shall take effect before the expiry of 12 calendar months from the date of passing of the necessary resolution.

80. PROVISIONS REGARDING RULE 139

No addition to or alteration or suspension of Rule 139 (*Further Provisions Regarding Players' Registrations*) shall take place other than in accordance with the provisions of that Rule.



81. DISSOLUTION OF THE LEAGUE

The League may be wound up by resolution of the Members passed at a general meeting called for that purpose or at an Annual General Meeting. In either case, written notice of such resolution shall be given to all Members at least fourteen (14) clear days before the meeting at which the resolution is to be proposed. Unless proposed by the Board, any such proposed Resolution must be submitted to the Chief Executive not less than twenty one (21) clear days prior to the date proposed for the Annual General Meeting signed by representatives of not less than twelve (12) members as required by Rule 48 (*Members' Powers to Require Board to Call General Meeting*) or by requesting a general meeting for the purpose in terms of Rule 48.

82. CONDITIONS AS TO RESOLUTION FOR DISSOLUTION

Any such resolution shall appoint a qualified Insolvency Practitioner to act as liquidator of the League, with full powers to realise the whole assets of the League, to pay the liabilities thereof and to divide any surplus assets (either in cash or in specie) equally among the Members at the date of passing of the resolution for dissolution.

83. REQUIRED EVIDENCE

Prior to consideration of the resolution there shall be tabled to the meeting evidence of the proposed liquidator's qualification as an Insolvency Practitioner, his consent to act and his bond.

84. REQUIRED MAJORITY FOR DISSOLUTION

Any such resolution shall require to be carried by a majority of three quarters (75%) of the Members.

85. RESTRICTION ON DISSOLUTION

It shall not be competent to resolve to wind up the League with the purpose or effect of then re-forming a National Association Football League within three years of the date of the resolution to wind up which shall exclude any club formerly in membership of the League or which shall exclude a club formerly in membership of the League from being promoted to a higher division of such League where it had a legitimate expectation of such promotion when a member of the League, unless such club shall consent in writing to such exclusion; and in the event of such a resolution being passed and such circumstances arising within the said three year period such resolution shall be null and void and treated as such ab initio.

86. CLUB NAME AND REGISTERED GROUND

Each Club shall, not later than 1st June in each year, register its ground and pitch dimensions with the Chief Executive and no club shall remove to another ground or alter its pitch dimensions without first obtaining the consent of the Board.

86.1 A club may, at its discretion and with the prior consent of the Board, allow the use of its ground for the purpose of a testimonial match.

86.2 Any club wishing to make any alteration to the designated name of the club or ground must first obtain the prior written consent of the Board.

86.3 Each Club shall either own its own ground or be a tenant or occupier of its ground under a Lease or other formal Agreement in either case for an initial period of not less than five years.

86.3.1 Any subsequent periods of Lease or occupancy shall also be for periods of not less than five years unless the prior written consent of the Board has been obtained.

86.3.2 In circumstances where a club has applied to the Board for a short term arrangement while its ground is unavailable due to a scheme for ground improvement, rebuilding or new construction, the Board may give its consent to a shorter period of tenure.

86.3.3 The Board shall have full power to deal with any club which is unable to procure or sustain such ownership or right of tenure.

86.4 In the event that the Board has consented to any Ground Sharing Agreement and in the circumstances where both clubs are scheduled to be at home on the same date, the owner or principal lease holder of the ground shall play its matches on the scheduled date and the other club will play its matches within seven days thereafter on a date decided by the Board.

87. CLUB COLOURS

Clubs shall register, and submit for approval, samples of the colours and designs of their first, second, and where applicable, third choice playing kits with the League and not later than 1st June in each year and shall play in their first choice registered kit, except as hereinafter provided.

87.1 A club's second choice playing kit must be different and distinct in colour and design from its first choice.

87.2 A club may, at its discretion, register a third choice playing kit which must be different and distinct from its first and second choices.

- 87.3** When two clubs, having the same or similar first choice colours registered, engage in a League Championship game, the visiting club shall play in its second or third choice playing kit which must be different and distinct playing kit from the home club's first choice playing kit. At least 48 hours prior to all Championship, Reserve and Youth matches, the competing clubs shall establish written contact with each other and the match referee to advise of the exact colours and description of the respective club's playing kits. In the event of a clash of colours on matchday and the away club not having with them their second/third choice registered playing kit, then the away club will require to play in the home club's second/third choice registered jerseys and/or shorts and/or socks. Both clubs shall change, under similar circumstances, when playing on neutral ground. In the event of any dispute with regard to the playing kit to be worn by either club, the referee's decision shall be final.
- 87.4** Goalkeepers shall wear colours which distinguish them from the other players and from the referee.
- 87.5** The players' jerseys and shorts must be clearly numbered and the numbers must be distinct in colour from the remainder of the players' kit.
- 87.6** The numbers must appear on the back of the player's jerseys and must be not less than 25 cms in height. The numbers on the players' shorts must appear on the leg and must be not less than 10 cms in height.
- 87.7** Those players commencing the match shall be numbered one to eleven in accordance with the list handed to the referee before the match and the substitutes numbered from twelve onwards.
- 87.8** There must be no change of numbers during the match except on a change of goalkeeper.
- 87.9** A club may play a maximum of four home and four away League Championship matches in any season in registered kit other than its first choice, provided that the League, its opponent and the match officials have been advised in writing at least 48 hours before the match. In such circumstances, the home club must ensure that there is no clash with its opponent's registered playing kit.
- 87.10** No change of registered playing kit will be permitted during the playing season, unless with the prior written consent of the Board.
- 87.11** Both sleeves of the jerseys of all League club players in matches played under the auspices of the League shall carry a League logo, unless otherwise provided for by the Board. No form of words, advertising, badge or other logo shall appear above or below the League logo unless the written consent of the Board has first been obtained.

88. ADVERTISING ON PLAYERS' KITS

In matches played under the jurisdiction of the League, the players' shirts, shorts and socks may carry advertising, subject to:

- 88.1 the requirements relating to the dimensions of advertising laid down by the League and
- 88.2 the design having the approval of the League and
- 88.3 the Agreements negotiated with the Broadcasting Authorities in the case of televised matches and
- 88.4 The League having the right to make and market recordings of fixtures, in which recordings the advertising is visible.
- 88.5 Advertisements by tobacco manufacturers or for any tobacco related products or for any product bearing the name or image associated with any tobacco product or manufacturer is strictly prohibited.

89. FINANCIAL RECORDS

All Members and Associate Members shall keep detailed financial records in relation to their business and operations, and shall make them available for the purposes of Rule 23 (*Members' Financial Records*).



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90. APPROVAL OF COMPETITIONS

No club in full or associate membership of the League shall play in any competition unless that club has received the prior approval of the Board. This approval shall not be necessary, however, in respect of competitions authorised by The Scottish Football Association prior to 1st June 1957.

91. COMPETITIONS

The League shall in each season conduct and control the “League Championship” for the First, Second and Third Divisions.

91.1 The Board may, from time to time, re-name this competition in terms of any sponsorship agreement or agreements which the Board may conclude.

91.1.1 The League Championship competition for clubs of the First Division, Second Division and Third Division shall consist of each club playing 2 matches at home and 2 matches away with each of the other clubs in its division.

91.2 The League shall also conduct and control The Scottish Football League Cup Competition in accordance with the Rules of that competition in which clubs in membership of the League and clubs in membership of The Scottish Premier League shall participate.

91.3 The League shall also conduct and control The Scottish Football League Challenge Cup Competition in accordance with the Rules of that competition in which clubs in membership of the League shall participate.

91.4 The fixtures shall be arranged in the manner directed by the Board and shall be played on the dates arranged, unless with the permission of the Board, who shall have power to grant postponements and to alter venues.

91.4.1 All fixtures shall be completed by 15 May in any season unless the prior approval of the Board has been obtained.

91.5 All League Championship games which are either postponed or abandoned shall, except as hereinafter stated, be played in the second midweek following the date of postponement or abandonment unless prevented by drawn, postponed or abandoned Scottish Cup ties, or other valid reasons in which case they shall be played not later than Thursday in the earliest available succeeding midweek unless the two Clubs concerned wish to proceed on a mutually agreed earlier date. Postponed or abandoned League Championship games shall not be re-scheduled between the Saturday before Christmas and the second Saturday in February unless the two Clubs concerned wish to do so on a mutually agreed date within this period or, where there is no such mutual agreement, with the consent of the Board on the application of either club. The Home club must inform the officials of any postponement.

- 91.5.1** In extenuating circumstances, the Board shall have the power to re-schedule matches on dates other than as prescribed in this Rule to facilitate the smooth running of the competition.
- 91.6** Any match not completed, except as provided for in Rule 112 (*Responsibility of Clubs - Behaviour of Spectators*), may be ordered to stand as a played match or replayed for the full period of 90 minutes, as the Board may determine.
- 91.7** All Clubs are required to display publicly their policies on the abandonment or postponement of matches.

92. CHAMPION CLUBS - PROMOTION AND RELEGATION

The Board shall, after the end of the season's competitions and prior to the Annual General Meeting, declare the clubs in each division to be promoted and relegated in terms of these Rules. Thereafter the promoted and relegated clubs shall vote in accordance with their new status at all General and Special Meetings.

- 92.1** At the end of the season's competitions, the club in each Division securing the largest number of points - 3 points for each game won and 1 point for each game drawn - shall be declared the Champion club of its division. The lowest clubs in the First, Second and Third Divisions shall be ascertained in a similar manner.
- 92.1.1** In all cases, should two or more clubs be equal on points, the club or clubs with the better or best goal difference shall be considered nearer or nearest the top. In the event of the goal difference also being equal, in terms of Rule 92.1.2 hereof involving the determination of any divisional championships, promotion or relegation issues, the club which has scored the greater number of goals will be placed above the club which has scored the lesser number of goals. In the event of two or more clubs finishing with the same pointage, the same goal difference and the same number of goals scored, the higher or highest placed club shall be determined by the respective league records against each other, taking into account in order of precedence, points gained, goal difference and goals scored. If the above procedures do not separate the clubs in cases involving the determination of any divisional championship, promotion or relegation issues, or qualification for other competitions, the clubs shall play a deciding game, or games, in such manner and under such conditions as the Board may decide. In all cases, the clubs shall be deemed to have finished in equal positions.
- 92.1.2** In all competitions where goal difference is referred to, the said goal difference shall be ascertained by the subtraction of the goals against from the goals for and the larger or largest difference plus, or in the event of the difference being minus then the smaller or smallest difference minus, shall be considered to be the better or best goal difference.

93. CHAMPION CLUBS - PROMOTION AND RELEGATION AND GROUND REQUIREMENTS

Subject to its meeting the Membership criteria (as defined in Rule A2.3 of The Scottish Premier League) the champion club of the First Division of the League shall be promoted to The Scottish Premier League and the lowest placed club in The Scottish Premier League shall be relegated to the First Division of the League.

93.1 If the champion club of the First Division does not meet the Membership Criteria there shall be no promotion to The Scottish Premier League in respect of that Season. For the avoidance of doubt, neither the second highest placed club nor any other club will be eligible for promotion and neither the lowest placed club nor any club in The Scottish Premier League shall be relegated.

93.2 Subject to the terms of Rule 94 (*Promotion or Relegation, Unsuitability of Ground, or Other Default*) the highest club in the Second Division subject to its ground being, in the opinion of the Board, suitable for the requirements of First Division games shall be promoted to the First Division and the lowest club of the First Division shall be relegated to the Second Division.

93.3 The highest club in the Third Division subject to its ground being, in the opinion of the Board, suitable for the requirements of Second Division games shall be promoted to the Second Division and the lowest club of the Second Division shall be relegated to the Third Division.

93.4 Subject to the terms of Rule 94 (*Promotion or Relegation, Unsuitability of Ground, or Other Default*):

93.4.1 At the end of each season, subject to their grounds being, in the opinion of the Board, suitable for the requirements of higher division games, the second bottom club in the First and Second Divisions and the second, third and fourth placed clubs in the Second and Third Divisions shall take part in a play-off competition to determine which further clubs are promoted and relegated.

93.4.2 The second lowest placed club in the First Division will play the fourth placed club in the Second Division on a home and away knock-out basis. The second lowest placed club in the First Division will play the second leg at home. The second highest placed club in the Second Division will play the third highest placed club in the Second Division on a home and away knock-out basis. The second highest club in the Second Division will play the second leg at home. The winners of the two ties will play off on a home and away knock-out basis. The home team in the first tie will be determined by the drawing of lots. The winner of this tie will play in the First Division in

the following season. The second lowest placed club in the Second Division will play the fourth placed club in the Third Division on a home and away knock-out basis. The second lowest placed club in the Second Division will play the second leg at home. The second highest placed club in the Third Division will play the third highest placed club in the Third Division on a home and away knock-out basis. The second highest placed club in the Third Division will play the second leg at home. The winners of the two ties will play off on a home and away knock-out basis. The home team in the first tie will be determined by the drawing of lots. The winner of this tie will play in the Second Division in the following season.

93.4.3 The winning club in each tie will be the club to score the greatest number of goals over the two matches. In the event that the aggregate scores are equal after the second leg of each tie in the play off competition extra-time of 30 minutes (i.e. 15 minutes each way) will take place and thereafter if necessary kicks from the penalty mark will be taken in accordance with the Rules laid down by the International Football Association Board which will decide the winner.

93.4.4 The play off matches will take place on dates arranged by the Board.

93.4.5 The Board shall be entitled to vary the format of the play-off competition if circumstances so require.

94. PROMOTION OR RELEGATION, UNSUITABILITY OF GROUND, OR OTHER DEFAULT

In the event of any club which gains promotion from the Second Division refusing to go into the First Division, or either of their grounds not being suitable, in the opinion of the Board, for the requirements of First Division games, then either or both of the two lowest clubs in the First Division shall remain in that Division.

94.1 In the event of any club which gains promotion from the Third Division refusing to go into the Second Division, or either of their grounds not being suitable, in the opinion of the Board, for the requirements of Second Division games, then either or both of the two lowest clubs in the Second Division shall remain in that Division.

94.2 If any club(s) is expelled, resigns, retires or ceases to be a member of the League for any reason then the vacancy so caused shall not be filled until the end of the season in which such vacancy so occurred.

94.2.1 In the event of the club defaulting in the course of any season without having fulfilled all of its fixtures then all matches in which the defaulting club(s) participated in the course of that season shall be declared void by the Board.

94.2.2 In such event, notwithstanding the terms of Rules 92 (*Champion Clubs - Promotion and Relegation*) and 93 (*Champion Clubs - Promotion and Relegation and Ground Requirements*), the Board shall declare that the number of clubs relegated from the appropriate Division be reduced by the corresponding number of defaulting clubs in that Division and if appropriate declare any further club or clubs to be promoted to their respective next higher Division so that in all cases the ultimate vacancy caused by the original default will occur in the lowest Division of the League.

94.3 If any club(s) is expelled, resigns, retires or ceases to be a member of the League for any reason after the end of one playing season but before the commencement of the next playing season, the Board will have full powers to deal with the situation as it deems appropriate.

94.4 No club shall be allowed to accept payment in respect of foregoing the right of promotion.

95. LEAGUE CHAMPIONSHIP, LEAGUE CUP AND LEAGUE CHALLENGE CUP COMPETITIONS

The Rules of the League Cup and League Challenge Cup Competitions shall be as detailed in the Rules of both Competitions appended hereto.

95.1 All clubs shall play in the League Championship, the League Cup and League Challenge Cup in accordance with, and subject to, the League Championship, the League Cup and League Challenge Cup Rules.

96. CHAMPIONSHIP TROPHIES AND AWARDS

The Clubs declared the Champions of the First, Second and Third Divisions shall respectively hold the First, Second and Third Division Championship trophies and when same are handed over to the winners, they shall each grant an obligation to return same to the Chief Executive on or before 1st May next, in the like good order and condition in which they received it. It shall be the responsibility of the winning club to arrange appropriate insurance cover for each trophy throughout the period when it is held by the club.

96.1 The League shall present to each of the Championship Clubs of the First, Second and Third Divisions a flag and 20 gold medals, the value whereof to be fixed by the Board.

97. COMPETITIONS, RULES - LEAGUE POWERS

The Board shall have full power to conduct and control any competitions and to make such regulations for the participation of clubs in such competitions as the Board shall think appropriate.



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98. FIXTURES

All League Championship fixtures shall be arranged as soon as practicable, following the Annual General Meeting.

98.1 All such fixtures shall belong to and the copyright therein deemed to be vested in The Scottish Football League.

98.1.1 Matches in which League clubs take part, with the exception of The Scottish Football Association Cup Competition, shall not be transmitted in whole or in part, in any form, or by any means, electronic, mechanical, recording, via the Internet or otherwise except by the consent of the Board.

98.2 Any dispute between two or more clubs as to the arrangement of fixtures shall be referred to and decided by the Board.

98.3 Dislocation of League Championship fixtures, from any cause whatsoever, shall be immediately reported to the Chief Executive by the club(s) concerned, and it shall be the duty of the home or ground club in each instance to notify immediately the appointed Referee and Assistant Referees of such dislocation.

98.3.1 The home or ground club must similarly advise the Referee and Assistant Referees as soon as possible of all relevant details concerning the rearrangement of the dislocated match.

98.4 Any club without just cause failing to fulfil its fixture obligations in respect of any such match under the jurisdiction of the League on the appointed date or dates shall for each offence be liable to the deduction of points in respect of a League Championship match, and/or to such other punishment as the Board may determine.

98.4.1 The club failing to fulfil its fixture obligations shall be liable to pay compensation for any expenses actually incurred as a direct result of the failure. The amount of compensation will be decided by the Board.

98.5 It is the responsibility of the home club in first team matches played under the auspices of the League to ensure that a qualified medical practitioner or failing which a qualified paramedic is in attendance throughout the match. At other matches played under the auspices of the League a person suitably qualified in emergency first aid treatment must be in attendance throughout the match.

98.6 The half-time interval shall be of 15 minutes duration.

99. STADIA

No League Championship match shall take place at any stadium where the playing area is covered or partially covered, without the prior written consent of the Board.

99.1 Any club proposing to cover or partially cover its stadium shall be required to submit outline plans and a copy of the planning application to the Board, prior to such planning application being submitted to the appropriate statutory authority.

99.2 The Board shall have powers to determine reasonable criteria with regard to stadia in respect of each division in accordance with the terms of The Scottish Football League Stadia Criteria Guidelines as laid down from time to time. Any club which, in the opinion of the Board, does not comply with the Criteria Guidelines shall be dealt with as the Board shall determine.

99.3 No club shall arrange for any match in which it is involved to be shown or relayed in whole or in part by closed circuit television, giant screens or other visual means either at or to its ground or other locations, unless the prior written consent of the Board has been obtained. Any consent shall be given on such terms and conditions as the Board may decide.

99.4 Clocks in a stadium provided for the purposes of showing the amount of time played may run during the match, provided they are stopped at the end of normal time in each half, i.e. after 45 and 90 minutes respectively.

99.5 Each club shall have the facility to communicate with the League administration office by electronic mail.

100. PLAYING FIELDS

The playing fields of all clubs must be kept exclusively for the playing of football and must not be encroached upon or used for any other purpose, temporary or otherwise which, in the opinion of the Board or any Sub-Committee appointed by it, may be detrimental to the playing field being used for football. The Board, or any Sub-Committee appointed by it, shall be the sole judges whether any encroachment or other purpose may be detrimental as aforesaid. This Rule shall not apply to such encroachment as may be approved by the Board or any Sub-committee appointed by it, upon the playing field of any club during the subsistence of any contract entered into by them for dog or other animal racing prior to 17th August 1932; or upon the playing field of any club presently carrying on dog racing till same is stopped under the Rules by order of the Board.

100.1 Matches in the First, Second and Third Division Championships shall be played on a natural grass surface or on an artificial surface which complies with the quality standards set by UEFA and/or FIFA and approved by the Board.

- 100.2** In order to protect the surface of the pitch, the following procedures must be adopted by players and match officials.
- 100.2.1** Players shall not warm up on the pitch until 45 minutes before the time of kick-off.
- 100.2.2** Unless portable goals are used outwith the area, goalkeepers may only warm up within the goalmouth area for a maximum of 20 minutes.
- 100.2.3** The warm up for either team must not exceed 30 minutes.
- 100.2.4** Only those players listed on the teamlines for the match shall take part in the warm up or warm down.
- 100.2.5** During the warm up and warm down teams must only use the area between the half way line and the edge of the penalty area unless directed otherwise by the ground staff.
- 100.2.6** All speed work and stamina work must take place off the playing surface in the area which will not be used by the Assistant Referees during the match.
- 100.2.7** At half time only those players listed as substitutes but have not yet played may warm up taking care to avoid any entertainment or activity taking place simultaneously on the pitch.
- 100.2.8** The warm down period must not exceed 15 minutes.
- 100.2.9** Match Officials must warm up on the far side of the pitch between penalty areas.
- 101. BETTING SHOP WITHIN REGISTERED GROUND**
It shall be permissible for any club in membership of the League to have within the environs of its ground a betting shop.
- 102. PROVISION OF NEW FOOTBALLS**
A new ball of first grade quality shall be provided for each First, Second and Third Division League Championship match. For so long as such ball is provided to clubs in membership by The Scottish Football League, each club must ensure that the ball supplied is the ball used in the foregoing matches.
- 103. FULL STRENGTH TEAM TO BE PLAYED IN ALL MATCHES**
Each club shall play its full strength team in all matches, including for the avoidance of doubt, all League Championship, League Cup and League Challenge Cup matches unless some satisfactory explanation be offered to the Board. In the event of the explanation not being deemed satisfactory, the Board shall have power at its discretion to impose a fine.

- 103.1** Clubs affected by the selection of three or more players for international matches may be permitted by the Board to postpone a League fixture during the period, as defined by FIFA Regulations, in which players are required by their National Associations.
- 104. SUBSTITUTE PLAYERS AND LISTS OF PLAYERS TO BE HANDED TO REFEREE**
- A club in any match played under the direct auspices of the League may at its discretion use three from up to five nominated substitutes.
- 104.1** In the event that five substitutes are nominated, one of their number must be a goalkeeper and must only enter the field of play as a goalkeeper in substitution of the goalkeeper.
- 104.2** The substitution can only be made when play is stopped for any reason and the referee has given permission.
- 104.3** The substitute players must be nominated in accordance with this Rule and in any case prior to the commencement of the game.
- 104.4** Not more than three substitutes from each club shall warm up on the pitch perimeter at any one time.
- 104.5** Clubs must hand copies of a list of names of players participating in any League Championship or other match under the direct auspices of the League (including the names of the nominated substitutes) to the referee and a representative of its opponents in the presence of the referee sixty minutes before the advertised hour of kick-off.
- 104.5.1** Any club failing to carry out these provisions will be dealt with at the discretion of the Board.
- 104.6** Should any nominated player or substitute sustain an injury or due to extenuating circumstances be unable to participate after the submission of the list of players to the referee and prior to kick-off, he may be replaced at the discretion of the referee provided the opponents are informed prior to kick-off. Any alterations made to a completed list of players pursuant to sub-paragraph 104.5 must be formally endorsed in writing by an accredited club official and signed by the referee as evidence of his consent pursuant to this paragraph 104.6.
- 104.7** Any substitutions during the match must be recorded by the Club on substitution slips and handed to a match official prior to each substitution taking place.

105. REFEREES AND ASSISTANT REFEREES

The Chief Executive shall keep a List of Referees whose names have been approved by the Board, from which the match officials shall be appointed for all games under the auspices of the League.

- 105.1** By accepting the appointment for a game, each match official shall be deemed to have given any consent which may be necessary for the purposes of Part II of the Copyright, Designs and Patents Act 1988 or any statutory modification or re-enactment for the time being in force, for the recording and broadcasting of that game by or on behalf of the League.
- 105.2** The tariff for referees and assistant referees shall be decided by the Board.
- 105.2.1** The League shall pay the fees and expenses of match officials in all matches under the auspices of the League.
- 105.3** The referee shall have power to decide as to the fitness of ground in all matches and each club must take every precaution to keep its ground in a playable condition.
- 105.4** Referees shall, at the request of the League Chief Executive, or with the consent of the League Chief Executive at the request of either of the competing clubs, visit the ground on a date and time before the advertised time of kick-off.
- 105.4.1** Referees shall, in these circumstances, adjudicate on the fitness of the ground and take any appropriate decisions and the ground club and League Chief Executive shall be notified accordingly.
- 105.5** Match officials shall normally be present at their appointment at least one and half hours prior to the advertised time of kick-off.
- 105.5.1** In the event of an earlier inspection being required, the referee or his/her substitute shall be entitled to a fee for such inspection, which shall also be paid by the League.
- 105.6** By accepting the appointment for a game, or to carry out a pitch inspection, each match official shall be deemed to accept that he or she is classified as self-employed with regard to accounting for payments due in respect of fees paid to him or her by the League.
- 105.7** The consent of the referee must be obtained before the kick-off can be altered from the advertised time.
- 105.8** Referees must report late starts and late arrivals of assistant referees or themselves. Assistant referees who are late must also forward an explanation to the League Chief Executive immediately.

105.9 The match officials shall have both teams prepared to enter the field of play together, five minutes prior to the kick-off time.

105.10 The referee and assistant referees must report to the Chief Executive of The Scottish Football Association and The Scottish Football League, all cases of misconduct of players, Officials or spectators etc., within three days of the occurrence.

106. REPORTS OF RESULTS

The original copies of the reports of the result of each game and attendance statistics on forms provided by the League must be sent by the Club Secretary to the League office within three days after each game.

106.1 Clubs failing to comply, or making any error therein or any omissions therefrom shall pay a fine of such amounts as the Board may fix.

106.2 Teamlines for Cup ties and League Championship matches must be in the hands of the League Chief Executive by 11.00 a.m. of the day following the tie or the match.

107. MISCONDUCT IN PRE-ARRANGING RESULTS

Any club, official, match official, player or other agent, offering or receiving a bonus or any other inducement, to or from another club, official, match official, player or other agent, to influence the result of a match, shall be deemed guilty of serious misconduct and shall be liable to expulsion, suspension, fine or any other sanctions or conditions which the Board may think fit.

108. ADMISSION ARRANGEMENTS FOR VISITING CLUBS

Unless otherwise instructed by the Board, each club must make provision for a reasonable number of visiting supporters at every home match. In the event of any dispute arising between clubs as to the provision to be made for visiting supporters at any match, the Board shall, upon application made by either party, consider and adjudicate upon the matter.

108.1 No club shall charge different admission prices for visiting supporters for accommodation comparable with that used by supporters of the home club. This requirement does not apply to special local arrangements for season ticket holders, family enclosures, senior citizens and children.

108.2 The home club shall forward to their opponents ten complimentary tickets for the Directors' Box seven days prior to the date of the game (unless circumstances do not permit this).

108.3 No member of the committee or player of the visiting club shall be entitled to enter the home club's ground etc. without a ticket.

109. ADMISSION MONIES - LEAGUE CHAMPIONSHIP

The entire admission monies in all League Championship and Reserve League matches will be retained by the home club.

- 109.1** Payments for tickets sold by a visiting club together with detail of tickets sold, and the return of unsold tickets must be made to the home club within ten days of the date of the match taking place. Any club failing to pay, detail or return as before provided, or any club failing to at once report non-payment of receipts due to it, shall be dealt with as the Board may think fit. In the event of the match being postponed or abandoned for any reason 80% of the proceeds of the tickets sold by the visiting club shall be paid to the home club within 10 days of the date that the match should have been played. The remaining 20% of the proceeds of tickets sold by the visiting Club shall be paid to the home club within 10 days of the date of the match actually taking place after deduction of any refunds made. In the event of the match being abandoned after the start of the game the home team's abandonment policy relating to refunds will apply.

110. DIVISION OF RECEIPTS IN REPLAYED LEAGUE CHAMPIONSHIP

In the event of any League Championship match being unfinished owing to fog or other causes over which neither club has any control, or being ordered to be replayed, the entire gate receipts at the original match, excluding season tickets, after deduction of 15% by the home or ground club, will be divided in the ratio 75% to the home or ground club and 25% to the visiting club, or the actual expenses incurred by the visiting club, whichever is the lesser, between the two competing clubs. The entire gate receipts at the replayed match will be retained by the home or ground club.

111. GROUND RENT - NEUTRAL VENUE

In the event of a neutral venue being used, the host club, unless otherwise mutually agreed between the relevant parties, will be entitled to a ground rent of 15% of the match revenue based on the entire receipts for the Stands, Enclosures and Grounds admissions, less match expenses.

112. RESPONSIBILITY OF CLUBS - BEHAVIOUR OF SPECTATORS

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

- 112.1** In the event of a report being made to the Board that the misbehaviour of spectators has had a material effect on the result of a match being upheld, the Board 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 Board shall think proper or deduct a maximum of up to three points

from the offending club and/or to impose such other sanctions as the Board shall think proper.

112.2 In the event of a match being abandoned due to field invasion, the Board shall have power to have the match replayed or to allow the result to stand.

112.3 Any such report shall be lodged with the Chief Executive in writing not later than 5.00 p.m. on the sixth day following the day of the match and shall only be considered if made by the referee or a club participating in such match.

113. INTERLEAGUE MATCHES

The Board shall have the power to arrange Inter-League matches or any other matches it may think fit and for this purpose it may select any ground and players of the League clubs upon such terms and conditions as it may decide.

113.1 Any club or registered player failing to comply with the directions of the Board under this Rule shall be guilty of misconduct and shall be dealt with as the Board thinks fit.

114. FRIENDLY AND YOUTH DEVELOPMENT MATCHES

Approval must be obtained from the Board for all proposed friendly matches. Clubs shall not arrange matches which would interfere with other club's home fixtures. Clubs desiring to stage representative matches, or arrange friendly matches must ensure that such matches do not interfere with the fixtures of neighbouring clubs.

114.1 Any club wishing to participate in any youth development programme which is not approved, organised and administered by The Scottish Football Association or the League must first obtain the consent of the Board.

114.2 Any club proposing to take players outwith Scotland must first apply to the League and The Scottish Football Association for the necessary permission.

115. REGISTRATION AND TRANSFERS - BONA FIDE PLAYERS

A bona fide player (amateur or professional) of a club is one who has signed the necessary Registration Documents (any signature to be witnessed by one person) and has been registered and approved by the League before playing.

- 115.1** It shall be the responsibility of each member club playing in any match under the auspices of the League to ensure that its players are eligible to play in any such match.
- 115.2** A club shall be permitted to register, at any one time, up to a maximum of 22 players, who have reached the age of 21 years on 1st January of the appropriate year. The maximum number of 22 players includes players registered by means of a temporary transfer. Additional players may be registered by a club, however such players must be under 21 years of age on 1st January of the appropriate year.
- 115.3** Any club playing an ineligible player in a League Championship match may have points deducted from its points total in the League Championship and/or be liable to such other penalties as the Board may decide.
- 115.4** If a player participates in a League Championship match under the auspices of the League, such player being ineligible to play in the match as a result of his suspension by The Scottish Football Association and/or the League, the club for which the player participates in the match may have points deducted from its points total in the League Championship and/or be liable to such other penalties as the Board may decide.
- 115.5** No player under the statutory school leaving age may be registered as a Professional player.
- 115.6** Clubs must submit Registration Documents, Contracts of Service and amendments to Contracts of Service to the League within fourteen days of their being made.
- 115.6.1** All Registration Documents which require to be signed on behalf of a club must be signed by an Official whose specimen signature has been submitted to and acknowledged by the League.
- 115.6.2** Any such Registration document which does not bear an authorised signature will not be accepted.
- 115.6.3** Except those players listed in accordance with the terms of Rule 124.1.4, in respect of players registered at age group levels 13 and 14, any player who is on the Club List of Players does not require a re-registration each season. All Registration Documents and Contracts of Service to be obtained from the Chief Executive.

116. SPEEDY REGISTRATION

If desired to register a player at the last possible moment, the Registration Documents may be sent by telefax or any other electronic means to the League and must be received and found to be in good order before the player shall be entitled to play for his new club. The original Registration Documents must still be submitted to the League in accordance with the timescale detailed in Rule 115.6. Any club infringing this Rule shall be dealt with as the Board may decide.

117. PRIORITY OF REGISTRATION AND SIGNING TWO FORMS

In the event of a player signing forms for two or more clubs, it shall be the duty of the Chief Executive to notify the club or clubs subsequently registering such player of his previous registration, and report the same to the Board which shall determine to which club the player belongs, and for this purpose the Board shall have power to cancel all registrations which require cancelling.

- 117.1** A player wilfully signing more than one form, or a club wilfully inducing a player to sign more than one form, shall be liable to be dealt with as the Board may think fit.

118. AMATEUR REGISTRATIONS

An amateur player shall, by signing a League form, be bound to the end of the season to the League club for which he signs and shall not be transferred to another League club without the consent of his club or the Board.

- 118.1** An amateur player, already registered for any club, may be registered by that club on or after 1st April in each year for the following season.

- 118.2** An amateur player shall not be placed on the Club List of Players (as provided for in Rule 124) by any club, as at the closing day of the season in each year, unless he has been registered on or before that date, for the following season.

119. YOUTH PLAYERS REGISTRATIONS

Players registered by means of a Youth Form are governed by the Registration Procedures of The Scottish Football Association and the Rules of The Scottish Football League.

120. APPRENTICESHIP SCHEME

On or after his 16th birthday, a player under 18 years of age may, on his signing a professional form for a club, enter into a Contract of Apprenticeship with the club concerned for a period not exceeding three years.

120.1 The apprenticeship shall require in the first instance a minimum original contractual period of not less than two seasons.

120.2 A player who, on being registered by a full or associate member club by means of a full professional registration form and Contract of Service which is for a minimum duration of one year, for the first time, and who is under 21 years of age at the date of signing such forms, shall be eligible to undertake a formal course of training as provided jointly by The Scottish Football Association, The Scottish Football League and a recognised players' union.

120.3 It shall be obligatory for a player to attend such a course of training unless granted dispensation by all of the aforementioned bodies.

120.4 The apprenticeship confers upon the player the opportunity to benefit from the training and coaching methods operated by the senior club and also affords the player, if so desired, an opportunity to continue in an outside job, trade or profession and also by mutual agreement, the club and the player can make provision for the further education of the player.

121. CANCELLATION OF REGISTRATIONS

The registration of a player granted a free transfer by the Board shall thereby be automatically cancelled.

121.1 On receipt of an appropriate written communication signed on behalf of the club by an Official and signed by the player and submitted to the Chief Executive within 14 days of signing, the Board shall authorise the cancellation of the player's registration.

121.2 Any player whose registration is cancelled (other than in terms of Rule 127 (*Agreements between Clubs and Players*)) or who is released from his contract by his club on the grounds of permanent total disability shall not be re-registered or play for any club except with the prior written consent of the Board.

121.3 In the event of a player's registration being cancelled or a club releasing a player from his contract on the grounds of permanent total disability and the club wishing to retain its right to receive a compensation fee in the event of the player being subsequently re-registered with another club, the club must

continue to pay the player by recorded delivery letter the basic wage payable under the contract which has been cancelled or from which he has been released and that for a further period of thirty one days from the date of cancellation or release. On the written application of the club, stating the commencement and expiry of the thirty one day period and accompanied by proof of payment, the Board may rule that the club may retain its entitlement to a compensation fee without being obliged to continue paying the basic wage from the expiry of the thirty one day period. In such event, any club which has cancelled the registration of a player or released the player on the grounds of permanent total disability shall be entitled to a compensation fee from any other club wishing to obtain the re-registration of the player. The amount of such fee shall, if in dispute, be determined by the Compensation Tribunal.

121.3.1 Notwithstanding the terms contained in the foregoing Rule 121.3 hereof in relation to a club retaining its rights to a compensation fee, should a player's registration be cancelled or released on the grounds of permanent total disability, his former club's right to a compensation fee shall terminate after the end of the season during which a player reaches the age of 23. A player in such circumstances shall not be re-registered or play for any club without the prior written consent of the Board.

121.4 Any player whose club has received a permanent total disablement payment from The Scottish Football League Personal Accident Insurance Scheme in respect of that player, or any player who has applied for and received grant assistance from The Scottish Footballers' Benevolent Trust Fund shall not be re-registered for any club except with the prior written consent of the Board.

122. PLAYING OF PLAYERS WITHOUT REGISTRATION

No more than two Trialists from any grade of football may be allowed to play, or be listed as a substitute for any club in any Championship match up to and including 31st March in any season.

122.1 Each Trialist may be allowed to play in, or be listed as a substitute for, a maximum of three games for any one club, provided he is otherwise eligible to do so. Clubs playing a player in these circumstances must indicate the fact by adding the words "not registered" after such player's name and address, place and date of birth, previous club, and the country in which he last played, in the list of players in their Report of Result of the game.

122.2 Trialists, in accordance with the terms of this Rule and Rule 123 (*Transfer/Temporary Transfer of Registration During Currency of Contract*), may not play or be listed as a substitute in any Championship match after 31st March in any season except with the prior consent of the Board.

123. TRANSFER/TEMPORARY TRANSFER OF REGISTRATION DURING CURRENCY OF CONTRACT

Any bona fide player of a club (as defined in Rule 115 (*Registration and Transfers - Bona fide Players*)) shall be eligible to play, provided he is not registered for another club. If he is so registered his transfer, or temporary transfer must be obtained from the club for which he is registered. Approval will not be given to any transfer which stipulates when or against whom the player may or may not play.

123.1 No trialist or player registered, transferred, or whose registration has been cancelled or lapses after 31st March in each year, shall be eligible to play in the current season's competitions unless with the permission of the Board and subject to such restrictions and limitations as may be imposed when such permission is granted.

123.2 Temporary transfers of registration for players on loan from one club to another shall be subject to the following terms and conditions:

123.2.1 Temporary transfers shall not be permitted after the last day of January in each year.

123.2.2 A player whose registration is temporarily transferred shall have dispensation to play only for the borrowing club, during the period of such transfer.

123.2.3 Temporary transfers shall not be permitted between clubs of the same Division but temporary transfers are permitted between clubs of the League and clubs in full or associate membership of The Scottish Football Association or in membership of an affiliated association.

123.2.4 Temporary transfers will only be for a defined period and subject to the condition of such transfer having the player's consent, prior to the registration of such transfer with the League.

123.2.5 The Board shall not during a season approve more than four temporary transfers to any one club at any one time. Of these, no more than one such transfer at any one time shall involve a player who has reached the age of 21 years on 1st January of the appropriate year. The maximum number of temporary transfers allowed to any club in a season shall not exceed five, of which not more than two shall involve players who have reached the age of 21 years on 1st January of the appropriate year.

123.2.6 Temporary transfers will be for the full period from one Registration Window until up to and including the day prior to the commencement of the next Registration Window except in the case of a goalkeeper, whose agreement may contain a recall clause which may only be implemented in exceptional circumstances, and with the approval of the Board.

- 123.2.7** A club shall be permitted to sign a player who has reached the age of 21 years on 1st January of the appropriate year on a temporary transfer for a period from one Registration Window until up to and including the day prior to the commencement of the next Registration Window. A player who is under 21 years of age on 1st January of the appropriate year may be temporarily transferred for a period not exceeding one playing season.
- 123.2.8** All temporary transfers will automatically lapse at the end of the playing season.
- 123.2.9** Except as hereinafter provided in Rule 123.2.10, approval will not be given to any temporary transfer which stipulates when or against whom the player may or may not play.
- 123.2.10** During the period of the temporary transfer, the player will not participate in either the Scottish Football League Cup Competition, Scottish Football League Challenge Competition or the Scottish Football Association Challenge Cup Competition, without the prior written consent of the lending club.
- 123.2.11** On the termination of a temporary transfer for any reason, the player's registration shall automatically revert to the lending club.
- 123.2.12** The Board shall determine the Rules concerning Emergency Temporary Transfers from time to time.
- 123.3** Clubs should contact The Scottish Football Association in order to determine the number of disciplinary points recorded against the player prior to signing.
- 123.4** A player whose registration with a club is transferred, cancelled, lapses or expires shall not subsequently be re-registered or play as a trialist in terms of Rule 122 for that club, within a period of twelve months from the date of transfer, cancellation, lapse or expiry, except with the prior consent of the Board.
- 123.5** Transfer fees are subject to the following conditions:
- 123.5.1** The full terms and conditions of all transfers of registration must be reported to the Chief Executive and a copy of the financial agreement, giving full details of the transfer fee, including all fees paid or payable to or by third parties in respect of the transfer, and signed by both clubs, must be submitted to the League along with the Registration Documents, before registration can be effected.
When two clubs exchange players with no monetary transaction taking place, but there exists in a previous transfer agreement relating to either or

both players, a clause stating that his previous club is due a percentage of the onward transfer fee, the clubs exchanging players must place a financial valuation on the respective players and this valuation must be inserted into the financial agreement between the clubs, in order that a calculation can be made of the percentage of that valuation due to the third party under the previous transfer agreement.

Should there be no third party involvement, clubs must still place a financial valuation on the exchanged players, whilst at the same time confirming in writing that there is no third party affected financially by the exchange.

Should a third party, which is due to benefit financially from a player's onward transfer, dispute the valuation placed on any player in an exchange situation, or, should the League's administration believe that any such valuation is not a true reflection of any player's worth, the Board will determine the matter.

Where the financial agreement referred to above makes provision for the payment of further sums on the happening of certain specified events, (e.g. after the player has made a certain number of first team appearances or scored a certain number of goals) it shall be the duty of the purchasing club to inform both the League and the selling club immediately that the specified events have occurred. The purchasing club shall, at the same time, pay to the selling club the further sum(s) referred to in the financial agreement. Any club failing to observe these provisions shall be dealt with as the Board may decide.

123.5.2 Unless otherwise mutually agreed and committed to writing at the time of such agreement, at least 50% of the transfer fee plus V.A.T. at the standard rate must be paid on the date of signing and any balance outstanding must be paid in full within twelve months of the registration of the transfer. In the event of the player's registration being further transferred prior to such payments being completed the transferring club must, unless mutually agreed otherwise, apply the proceeds of the subsequent transfer towards the balance outstanding on the original transfer.

123.5.3 If a club is in default of payments due to another club under a transfer agreement, such defaulting club shall pay interest calculated on a daily basis at a rate of 5% per annum over the bank base rate to the other club, and the Board may place an embargo on any further registrations by such defaulting club until such time as the agreement is honoured.

123.5.4 The details of all transfer fees shall be treated as private and confidential by the League.

123.6 Any club which, in the opinion of the Board, unfairly traffics or deals in the registration of any player or otherwise abuses in any way the transfer system shall be dealt with as the Board may decide.

124. CLUB LIST OF PLAYERS AND TRANSFER LIST

Except as hereinafter provided, each club shall forward to the Chief Executive, to be in his hands not later than 15th May in each year for registration by the League:

124.1 A Club List of Players including:

124.1.1 Professional players with whom a Contract of Service is in existence.

124.1.2 Professional players whose contracts will expire during the period 14th May to 30th June inclusive, and to whom the club has made an offer of further re-engagement.

124.1.3 Professional players with whom a Continuing Monthly Contract is in existence.

124.1.4 Professional players to whom the club has not made an offer of further re-engagement.

124.1.5 Apprentice players with whom a Contract of Service is in existence.

124.1.6 Amateur players.

124.1.7 Youth Form Players.

124.2 A list of players in respect of professional players that have attained or will attain 23 years of age during period 15th May to 30th June inclusive and to whom the club has made an offer of further re-engagement. For the avoidance of doubt, the terms of Rule 133 (*Expiry of Contract*) will apply in such circumstances and a player would be free to join any other club of his choice without any compensation fee being paid to his former club after the end of the season in which the player reaches 23 years of age.

124.3 A Transfer List stating any Professional players in categories 124.1.1 and 124.1.2 above, whose registration the club is prepared to transfer and providing the following particulars:

124.3.1 Full name of player.

124.3.2 Age of player.

124.3.3 Date of joining club.

124.3.4 Details of appearances to show whether the player was a First or Second team player.

124.3.5 Fee asked.

124.3.6 Any other facts justifying the fees asked such as:

124.3.6.1 Fee paid

124.3.6.2 Offers received

124.4 Where a club has not completed its League programme by 15th May or where a club is involved in the end of season play-off competition which is not completed by 15th May or where a club is involved in the Scottish Cup Final which is not completed by 15th May, then such a club will be entitled to delay with complying with the terms of this Rule until no later than four working days after the club's last match.

124.5 The Club List of Players shall be sent out by the Chief Executive simultaneously to all clubs without the transfer fees thereon, but clubs shall be entitled to particulars of such fees from the Chief Executive on application. All Contracts of Service between clubs and professional players and all fees paid for transfers must be treated as private and confidential.

124.6 The registration of amateur players whose names are omitted from the Club List of Players are automatically cancelled. An amateur player whose registration has not been cancelled (or lapsed) must be re-signed.

125. MAINTENANCE OF PLAYERS' LEAGUE REGISTRATIONS

In relation to the Relevant Players of any Relevant Club (as such expressions are defined in Rule 139), each Relevant Player shall remain registered as a player of his Relevant Club with the League in accordance with and subject to the terms of Rule 139.4.1 notwithstanding the Relevant Club of the Relevant Player ceasing to be a member of the League.

125.1 Nothing in this Rule or the other provisions of these Rules shall:

125.1.1 entitle the League to fix the transfer fees and/or effect the transfer of any Relevant Player of any Relevant Club (whether before or after the Relevant Club ceases to be a member of the League) or

125.1.2 require any Relevant Club to register any of its SPL Players (as such expressions are defined in Rule 139) who are not Relevant Players with the League.

126. REVERSION OF TRANSFER OF REGISTRATION RIGHTS

Subject to the terms of Rule 125 (*Maintenance of Players' League Registration*) above, if any other club is expelled, resigns, retires or ceases to be a member of the League, the Players whose names appear on the

Club and Transfer Lists of such clubs shall be held by the League, who shall fix the transfer fees of all such players.

- 126.1** The amount to be received shall belong to the League, but the Board shall have the power to grant to such club (if its conduct has not been unsatisfactory) a sum not exceeding two-thirds of the amount received.
- 126.2** However, where cessation of membership has resulted from insolvency of the club and the appointed Official Liquidator, Receiver, Administrator, Trustee in Bankruptcy, Judicial Factor or such other officer has intimated to the League the resignation of the club in terms of these Rules, then the Board shall grant to the appointed Official Liquidator, Receiver, Administrator, Trustee in Bankruptcy, Judicial Factor or other such officer the whole amount received after deduction of a sum equal to any debts owed by the club to The Scottish Football League and its members.

127. AGREEMENTS BETWEEN CLUBS AND PLAYERS

No club shall breach any term of a player's contract or agreement. All agreements of service will normally expire at 30th June in the case of full-time players and 15th May in the case of part-time players. All agreements between clubs and players may be for any period not less than four weeks. Agreements between clubs and players who are under 18 years of age shall be for a period not exceeding three years. No club shall terminate a player's contract or agreement with the club during the term of the contract or agreement or prior to the expiry of the term of the contract or agreement unless the player is guilty of serious misconduct or a serious breach of the disciplinary Rules of the club or of the terms and conditions of the agreement or contract and the terms of Rule 127.1.1 have been complied with.

- 127.1** All agreements shall contain clauses to the following effect:

- 127.1.1** If the player shall be guilty of serious misconduct or serious breach of the disciplinary Rules of the club or of the terms and conditions of this Agreement, the club may on giving fourteen days notice to the player by recorded delivery letter, stating the full reasons for the action taken, terminate this Agreement in accordance with the Rules and Regulations of The Scottish Football Association and The Scottish Football League and advising of his right of appeal as set out in Rule 127.1.1.1 and Rule 127.1.1.2. Before terminating this agreement, the club shall give the player the opportunity to state his version of events and/opposition and the opportunity to be accompanied at any such meeting by one other individual. Such termination, however, shall not prejudice the club's right to receipt of a compensation fee as hereinafter provided. Such action also shall be subject to the player's right of appeal as follows:

127.1.1.1 to The Scottish Football League Appeals Committee by recorded delivery letter and sent within fourteen days of receipt by the player of such notification from the club.

127.1.1.2 either the club or player may appeal against the decision of The Scottish Football League Appeals Committee to The Scottish Football Association Appeals Committee and such further appeal shall be made in accordance with the Terms of the appropriate Articles of Association of The Scottish Football Association. Should the club wish to retain its right to receipt of a compensation fee it must, fourteen days from the date of notice of termination, or from the determination of the above appeals procedures, whichever shall last occur, pay the player the basic wage stipulated under the terms of the contract for a further period of 31 days. On the written application of the club by recorded delivery letter notifying the commencement and the expiry of the 31 day period, together with proof of payment, the Board may Rule that the club shall retain its entitlement to a compensation fee without being obliged to continue paying the basic wage from the expiry of the 31 day period. If the club ceases to pay the player other than as aforesaid, the club shall not be entitled to any compensation fee for the player, should he sign for any other club. The amount of compensation will be determined in accordance with the Rules of The Scottish Football League.

Any rights to a compensation fee obtained in terms of the foregoing paragraph shall lapse at the end of the season during which the player reaches the age of 23.

127.1.2 If the club does not decide, in the case of misconduct by the player or breach of the disciplinary Rules of the club or of the terms and conditions of this agreement to terminate this agreement in terms of Rule 127.1.1, it shall have the right to suspend the player on basic wage only for a defined period not exceeding 14 days or impose a fine not exceeding the total amount of two weeks basic wage. Before suspending or fining the player, the club shall give the player an opportunity to state his version of events and/opposition and the player shall be entitled to be accompanied at such meeting by one other individual. On deciding to suspend or fine the player, the club shall immediately notify the player by recorded delivery letter of the full reasons for the action taken and stating the exact period in which the suspension or fine will operate.

The player shall have the right to appeal as set out in Rule 127.1.1.1 and the player and the club shall each have the right of appeal as set out in Rule 127.1.1.2. Should a club impose on a player any of the penalties contained in Rule 127.1.1 or 127.1.2, they will not become operative until the appeals channels have become exhausted.

- 127.1.3** The agreement between the player and the club shall state the player's full financial entitlement from the club, including signing-on fees, additional lump sum payments, remuneration, bonus payments, removal assistance and benefits in kind. In any dispute between the player and the club, the remuneration contained in the agreement shall be deemed to be the player's complete entitlement. Any club failing to detail a player's full financial entitlement in the agreement shall be dealt with as the Board may decide.
- 127.1.4** This contract of employment is subject to and incorporates the terms of any collective agreement made between The Scottish Football League and a recognised players' union from the date of this contract being entered into and thereafter made from time to time.
- 127.1.5** A player who, on being registered by a Member or Associate Member club by means of a full professional registration form and Contract of Service which is for a minimum duration of one year, for the first time, and who is under 21 years of age at the date of signing such forms, shall be eligible to undertake a formal course of training as provided jointly by The Scottish Football Association, The Scottish Football League and a recognised players' union. It shall be obligatory for a player to attend such a course of training unless granted dispensation by all of the aforementioned bodies.
- 127.1.6** The player and the club shall observe and be subject to the Rules, Regulations and Bye-Laws of The Scottish Football Association, The Scottish Football League and other such organisations of which these bodies or the club is a member and in the case of any conflict between the agreement and such Rules, Regulations and Bye-Laws, then such Rules, Regulations and Bye-Laws shall take precedence. The player shall also at all times observe the reasonable Rules of the club.

Any infringement of this Rule shall render the player or club concerned liable to such penalties as the Board may think fit.

128. CONTRACT OF SERVICE WITH OPTION

It shall not be permissible for any club to include in a player's Contract of Service a clause giving the club the option to extend the term of that player's Contract of Service. It shall be permissible however for the club and/or the player to include a clause in the player's Contract of Service allowing the player and/or club to terminate the player's Contract of Service at an agreed date or dates prior to the original expiry date of the Contract of Service.

129. SUSPENSIONS, FINES, AMENDMENTS OF CONTRACT - NOTIFICATION

Suspensions, fines and notices of termination of Contract of Service imposed on or given to a player must be reported, in writing, to the League and The Scottish Football Association by recorded delivery letter by the club concerned and such notification must be accompanied by a copy of the notice served on the player.

130. POINTS BASED SYSTEM

130.1 A club wishing to register a player whose nationality is other than that of a country in membership of the European Economic Area requires to obtain a Governing Body Endorsement from The Scottish Football Association in order to meet the requirements of the UK Border Agency Points Based System. The maximum number of such players permitted to be registered for clubs in membership of the League at any one time is twenty, and no club may register more than three such players at any one time.

130.2 In the event of a club being granted a Governing Body Endorsement in respect of a player whose nationality is other than that of a country in membership of the European Economic Area, a club must have the appropriate Registration Forms approved and registered with the League within 31 days of the date of the Governing Body Endorsement being granted.

130.3 If, at the expiry of his contract, the club either cancels the registration of such a player or transfers him and at that time the remaining quota of Governing Body Endorsements have all been granted, then the club cancelling the registration of such a player, or transferring him, will not be permitted, without the permission of the Board, to apply to the UK Border Agency for a Governing Body Endorsement in respect of another such player within 14 days of the date of cancellation of registration or transfer of the previous Governing Body Endorsement.

130.4 If, during the currency of his contract, a club should cancel such a player's registration or transfer him and, at that time, the remaining quota of Governing Body Endorsements have all been granted, then the club will not be permitted, without the permission of the Board, to apply to the UK Border Agency for a Governing Body Endorsement in respect of another such player until the unexpired portion of the original player's contract has lapsed, or a period of 14 days, whichever is the longer.

131. RIGHT TO APPROACH

Clubs may approach and sign any player on The Scottish Football League Transfer List without asking the consent of the club whose list the name appears on, but must pay the amount named on such List within three days of signing.

131.1 Clubs signing a player on The Scottish Football League Transfer List must at once notify the club, on whose list his name appears, that they have signed him.

131.2 Subject to the terms of Rule 133 (*Expiry of Contract*) and except during the last six months of his contract, no professional player on the Club List

whose name is not included on The Scottish Football League Transfer List can be approached or signed without the agreement of the club for which the player is registered being first obtained. No amateur player on the Club List can be approached or signed without the agreement of the club for which the player is registered being first obtained.

- 131.3** Subject to the above provisions regarding players whose names appear on the Scottish Football League Transfer List and to the provisions of Rule 133 (*Expiry of Contract*), no club, official or player shall, directly or indirectly induce or attempt to induce a registered player of another club in membership of the League or The Scottish Premier League to leave the club for which the player is registered. Notwithstanding the foregoing, a club, or an agent on behalf of a club, may only approach a registered player of another club providing it/he has first advised, in writing, the player's current club of its/his intention to do so and providing the player has six months or less of his current contract remaining.
- 131.4** Public statements by clubs, officials or players of their club's interest in registered players of other clubs shall be regarded as inducements within the meaning of this Rule.
- 131.5** Subject to the provisions of Rule 133 (*Expiry of Contract*), no club shall employ a player who is on the list of registered players of another club or who has failed to comply with a decision of the Board.
- 131.5.1** Infringements of this Rule shall also be dealt with by the Board, which may impose any penalty it in its discretion feels necessary, including refusal to register the player.
- 131.6** Subject to the provisions of Rule 133 (*Expiry of Contract*), a registered player shall not directly or indirectly through an agent or otherwise communicate with or approach another club or any official or player of another club in membership of the League or The Scottish Premier League with the object of negotiating or arranging the transfer of himself or another player to any other club in membership of the League or The Scottish Premier League during the currency of a contract.
- 131.6.1** Any infringement of this Rule shall render the player concerned and any official or other player who enters into communication or negotiation with him liable to such penalties by way of fine, suspension, expulsion or otherwise as the Board may think fit in the circumstances.

132. INDUCEMENT TO BREAK CONTRACTS

No club shall either directly or indirectly induce or attempt to induce any manager, coach, trainer or other person involved in the training or management of the team of another club in membership of the League or The Scottish Premier League to break a written Contract of Employment.

- 132.1** Clubs may notify the League Office, in writing, of the period of such persons' Contracts of Employment.
- 132.2** Any Club in membership of the League or The Scottish Premier League either directly or indirectly inducing or attempting to induce any manager, coach, trainer or other person involved in the training or management of the team of another club in membership of the League or The Scottish Premier League to break a written contract shall be dealt with in accordance with the terms of Rule 138 (Adjudication of Disputes).
- 133. EXPIRY OF CONTRACT**
- Subject to the provisions of these Rules, a player whose contract expires shall be free at the end of his contractual engagement to seek registration with any club of his choice. On such a player reaching 24 years of age he shall be free to join a club of his choice without any compensation fee being payable to his former club.
- 133.1** Subject to the provisions of these Rules, a player whose contract expires shall be free at the end of his contractual engagement to seek registration with any club of his choice. After the end of the season during which a player reaches the age of 23, a player shall be free to join a club of his choice without any compensation fee being payable to his former club.
- 133.1.1** Notwithstanding the foregoing:
- 133.1.1.1** in the event that, prior to the end of the season during which a player reaches the age of 23, the player's contract has come to an end and his former club has implemented the procedures detailed in this Rule to retain its right to a compensation fee, the club's right to a compensation fee shall only subsist if the player signs for another club and is registered with the appropriate League prior to the end of the season during which the player reaches the age of 23.
- 133.1.1.2** in the event of the player being out of contract and his former club having retained its right to a compensation fee but the player does not sign for another club prior to the end of the season during which the player reaches the age of 23, then his former club's right to a compensation fee shall terminate at the end of the season during which the player reaches the age of 23.
- 133.2** These Rules shall similarly apply to any player under 21 years of age who has entered into an approved contract of apprenticeship.
- 133.3** The contract expiry date in the case of full-time players shall normally be 30th June and, in the case of part-time players, shall normally be 15th May. The time at which a contract will expire and therefore "Freedom of

Movement" will operate is at the end of the contracted period which will include any option clause mutually agreed and thereafter exercised by the club, subject to the terms of Rule 128 (*Contract of Service with Option*).

- 133.4** If a club is desirous of re-engaging a player whose contract expires during the period 15th May to 30th June inclusive, it must notify him in writing by recorded delivery letter not later than 15th May or, in the case of any expiry date outwith this period, the club must notify the player in writing by recorded delivery letter not later than the expiry of date of the contract offering terms of re-engagement which are in the opinion of the Board not less favourable in all monetary respects than the terms of the previous contract except that a signing-on fee and/or any additional lump sum payments included in the previous contract need not be repeated and this may entitle the club to a compensation fee but subject to the terms of Rule 133.5 hereof. Copies of all offers of re-engagement must be in the hands of the Chief Executive by 15th May or the expiry date of the contract, whichever is the earlier. Where a club has not completed its League programme by 15th May or where a club is involved in the end of season play-off competition which is not completed by 15th May or where a club is involved in the Scottish Cup Final which is not completed by 15th May, then such a club will be entitled to delay with complying with the terms of this Rule until no later than four working days after the club's last match.

FOOTNOTE It should be noted that the provisions contained in Annex 4 Article 6 (Clause 3) of FIFA's Regulations for the Status and Transfer of Players whereby a club must offer a player re-engagement terms at least 60 days before the expiry of a player's existing contract will apply with regard to a player moving on the expiry of his contract from a club in one national association to a club in another national association and the former club concerned wishing to retain its rights to a compensation fee.

- 133.5** The player must notify in writing, by recorded delivery letter, the club not later than 31st May, or 16 days after the expiry date of the contract, whichever is the earlier, whether or not he accepts the offer of re-engagement. If the player declines the offer and confirms in writing, by recorded delivery, that he wishes to leave the club, that club shall attempt to negotiate a compensation fee with any club wishing to obtain the registration of the player and shall advise the player when negotiations have been initiated and of their outcome. If the player has not replied in writing, by recorded delivery, to the club's offer of re-engagement by 31st May, or 16 days after the expiry date of the contract, whichever is the earlier, the offer shall automatically lapse and the club's compensation rights subject to the terms of Rule 133.7 hereof, shall not be affected. Where a club has not completed its League programme by 15th May or where a club is involved in the end of season play-off competition which is not completed

by 15th May or where a club is involved in the Scottish Cup Final which is not completed by 15th May, then any player employed by such a club will be entitled to delay with complying with the terms of this Rule until 16 days after receipt of the club's offer of re-engagement.

133.6 If, after the expiry date of his contract, the player signs and is registered for another club, and his former club has followed the procedures laid down in Rules 133.4 and 133.7 hereof with regard to the protection of its entitlement to a compensation fee, the club for which the player signs and is registered shall be bound to pay to the player's former club a compensation fee. The following procedures shall apply to the clubs concerned in determining this fee:

133.6.1 If the two clubs reach agreement on the amount of the compensation fee payable, or if the compensation fee is paid to or by a third party or if there is an agreement between a club and a third party or between separate third parties on the amount of the compensation fee payable, the following conditions shall apply:

133.6.1.1 The full terms and conditions of the compensation agreement must be reported to the Chief Executive, and a copy of the financial agreement, giving full details of the compensation fee and signed by both clubs, must be submitted to the League along with the Registration Documents, before registration can be effected.

When two clubs exchange players with no monetary transaction taking place, but there exists in a previous financial agreement relating to either or both players, a clause stating that his previous club is due a percentage of any compensation fee, the clubs exchanging players must place a financial valuation on the respective players and this valuation must be inserted into the financial agreement between the clubs, in order that a calculation can be made of the percentage of that valuation due to the third party under the previous financial agreement.

Should there be no third party involvement, clubs must still place a financial valuation on the exchanged players, whilst at the same time confirming in writing that there is no third party affected financially by the exchange.

Should a third party, which is due to benefit financially, dispute the valuation placed on any player in an exchange situation, or, should the League's administration believe that any such valuation is not a true reflection of any player's worth, the Board will determine the matter.

Where the financial agreement referred to above makes provision for the payment of further sums on the happening of certain specified events (e.g. after the player has made a certain number of first team appearances or scored a certain number of goals) it shall be the duty of the player's new club

to inform both the League and his former club immediately that the specified events have occurred. The player's new club shall, at the same time, pay to his former club the further sum(s) referred to in the financial agreement. Any club failing to observe these provisions shall be dealt with as the Board may decide.

133.6.1.2 Unless otherwise mutually agreed and committed to writing at the time of such agreement, at least 50% of the compensation fee plus V.A.T. at the standard rate must be paid on the date of signing and any balance outstanding must be paid in full within twelve months of the registration of the player.

In the event of the player signing for another club prior to such payments being completed, the player's former club must, unless mutually agreed otherwise, apply the proceeds towards the balance outstanding on the original compensation agreement.

The details of all agreed compensation fees shall be treated as private and confidential by the League.

133.6.1.3 If a club is in default of payments due to another club under a compensation agreement, such defaulting club shall pay interest calculated on a daily basis at a rate of 5% per annum over the bank base rate to the other club, and the Board may place an embargo on any further registrations by such defaulting club until such time as the agreement is honoured.

133.6.2 If the two clubs are unable to reach agreement on the amount of the compensation fee payable within 14 days of the date of the player's signing, then either of the clubs concerned, or the player, provided that the relevant Registration Documents have been accepted by the League, shall have the right to have the compensation fee determined by the Compensation Tribunal.

133.6.3 In the event of the two clubs not reaching agreement on the amount of the compensation fee payable, the signing club must, on the date of signing, pay to the player's former club at least 50% of the fee offered plus V.A.T. at the standard rate.

133.6.4 In the event that agreement is not reached in terms of Rule 133.7.2 the Compensation Tribunal shall convene to resolve the matter within six weeks of the date of the signing of the player or such later date as approved by the Board and the clubs concerned shall provide the Tribunal with all the relevant information and documentation that it may require for this purpose within the above timescale.

133.6.5 Unless otherwise mutually agreed between the clubs concerned, such agreed terms being set out in writing, signed by both clubs and lodged with the Chief Executive, the balance of the compensation fee plus V.A.T. at the standard rate shall be paid within 31 days of the date of the Tribunal's determination unless the Tribunal decides otherwise.

133.7 If the player does not accept the said offer of re-engagement and/or indicates that he wishes to leave the club, then in order to protect its continuing right to a compensation fee, the club must:

133.7.1 continue to pay the player the basic wage payable under the contract which shall have expired for a further period of 31 days. In the case of part-time players, the 31 day period shall not run during the close season unless otherwise stipulated in the contract which shall have expired. The player must be paid this basic wage within seven days of the expiry of the 31 day period or, in the event of a player signing for another club during the 31 day period, the appropriate portion of the basic wage payable during this period must be paid within seven days of the player signing for the new club. The player shall be eligible, during the 31 day period, to play for the club and the club may be entitled to obtain a compensation fee from any other club wishing to obtain the registration of the player; and

133.7.2 notify the player in writing by recorded delivery letter not later than 15 days after the commencement of the 31 day period offering the player a Continuing Monthly Contract as from the conclusion of the 31 day period unless the player has signed for another club. Such offer must be in terms which are in the opinion of the Board not less favourable in all monetary respects than the terms of the previous contract except that a signing-on fee and/or any additional lump sum payments included in the previous contract need not be repeated. Copies of all offers of Continuing Monthly Contracts must be in the hands of the Chief Executive not later than 15 days after the commencement of the 31 day period.

The initial period of the Continuing Monthly Contract shall be one month and thereafter the contract shall automatically continue on a month to month basis until terminated in writing by the club or the player in one of the following circumstances:

133.7.2.1 when the player's registration is transferred to another club;

133.7.2.2 by mutual consent; or

133.7.2.3 at the end of any month by either the club or the player unilaterally giving the other not less than 14 days written notice of termination prior to the end of any month.

- 133.7.3** In the event of the club not offering the player a Continuing Monthly Contract in terms of this Rule or terminating the contract in terms of Rule 133.7.2.3 above, it shall lose its right to a compensation fee as at the 15th day after the commencement of the 31 day period or at the termination date as the case may be.
- 133.7.4** In the event of the player not accepting the Continuing Monthly Contract by the end of the 31 day period or terminating the Continuing Monthly Contract in terms of Rule 133.7.2.3 above, he shall lose all right to wages as from the end of the 31 day period or at the termination date as the case may be but in either event the club may retain its right to a compensation fee.
- 133.7.5** The club must advise the League in writing of the date and reason for the termination of each Continuing Monthly Contract within 14 days of the date of such termination. The club shall also supply the League with any such additional information as the Board may require.
- 133.8** After the expiry date of a contract, the club must notify the player and the Chief Executive of all written offers received for the player's registration. The action of a club in securing the player's signature on a Contract of Service shall constitute an acknowledgement of the club's liability to pay the appropriate compensation fee in accordance with these regulations.
- 133.9** If, in the opinion of the Board, a Contract of Service has been drawn up or amended with the purpose or effect of evading the payment of full compensation in accordance with the intent of the provisions of this Rule, the Board shall require the club which is responsible for so drawing up or amending the contract to pay to the club entitled to compensation the amount of compensation which the Board considers in its absolute discretion ought to be paid.
- 133.10** If, in the opinion of the Board, any club unfairly traffics or deals in the registration of any player or otherwise abuses in any way the system of compensation provided for in this Rule, or the intent thereof, the Board shall require such club to pay to the club from whom the registration of any player was transferred such sum as the Board may consider just.
- 133.11** Subject to the terms of Rule 133.12 of this Rule all of the foregoing Rules apply solely to domestic contracts and therefore are applicable to the movement of players within Scotland.
- 133.12** A player who, having refused to accept his club's offer of re-engagement and of a Continuing Monthly Contract made in accordance with this Rule or unilaterally terminating a Continuing Monthly Contract, elects to sign for a club of a country in membership of the European Economic Area, shall not be registered for a club in membership of The Scottish Football League until a period of 12 months has elapsed from the date of his signing for the club

of a country in membership of the European Economic Area, unless the special consent of the Board is obtained.

- 133.13.1** The Compensation Tribunal shall comprise:
- 133.13.1.1** An Independent Chairman;
 - 133.13.1.2** A nominee of The Scottish Football League;
 - 133.13.1.3** A nominee of The Scottish Premier League where issues involving a SPL club arise;
 - 133.13.1.4** An accredited official of a recognised players' union; and
 - 133.13.1.5** The Compensation Tribunal shall have full power to regulate its own procedure, be competent to call for any documentary evidence available to the Board and shall have the power to order the attendance of any club, official or player at any relevant hearing. The Secretary to the Compensation Tribunal shall be the Chief Executive of The Scottish Football League or his appointed deputy. Decisions of the Compensation Tribunal may be made unanimously or by a majority of the members.
- 133.13.2** Any player and/or club shall have the right to a personal hearing at an appeal and a player may be represented by an accredited official of a recognised players' union.
- 133.13.3** The decision of the Compensation Tribunal on matters coming before it shall be final and binding on all parties.
- 133.13.4** Should the Independent Chairman for any reason be absent or unable to act, a Deputy Chairman shall be appointed to act in his place by agreement between the Board and a recognised players' union.
- 133.14.1** In determining the amount of compensation fee payable, the Compensation Tribunal may take into account the costs set out in Rules 133.14.2 and 133.14.3 and any of the criteria set out in Rules 133.14.4 hereof if information is submitted to the Compensation Tribunal by the club in support of these costs.
- 133.14.2** Any costs incurred by the club losing the player's registration in operating a youth development programme, including (without limitation) the cost of providing for:
- 133.14.2.1** living accommodation;
 - 133.14.2.2** training and playing facilities;

133.14.2.3 scouting, coaching, administrative and other staff;

133.14.2.4 education and welfare requirements;

133.14.2.5 playing and training strip and other clothing;

133.14.2.6 medical and first aid facilities;

133.14.2.7 friendly and competitive matches and overseas tours.

133.14.3 Any other costs incurred by the club losing the player's registration directly and/or indirectly attributable to the training and development of players including any fee referred to in 133.14.4.3.

133.14.4 The criteria are:

133.14.4.1 the status of the two clubs involved;

133.14.4.2 the age of the player;

133.14.4.3 the amount of any transfer or compensation fee paid by the club losing the player's registration upon acquiring the registration of the player;

133.14.4.4 the length of time during which the club losing the player's registration held the registration of the player;

133.14.4.5 the terms of the new contract offered to the player by both clubs;

133.14.4.6 the player's playing record in club and International team appearances; and

133.14.4.7 substantiated interest shown by other clubs in acquiring the services of the player.

133.15 The jurisdiction of the Tribunal shall extend both to the determination of the fee and the method of payment and the fee determined may include provision for additional compensation payments to be made based on future events (e.g. after the player has made a certain amount of first team appearances, etc.)

133.16 Provided any Relevant Club, as defined in Rule 139, complies with the foregoing provisions of Rule 133 in relation to any Relevant Player of that club, then such club shall effectively preserve all its rights to receive compensation notwithstanding that it ceases to be a member of the League and/or becomes a member of The Scottish Premier League.

134. TEMPORARY TRANSFERS - SCOTTISH FOOTBALL LEAGUE/SCOTTISH JUNIOR FOOTBALL ASSOCIATION

A League player may be temporarily transferred to a club in membership of The Scottish Junior Football Association and vice versa. Such a player, with the written permission of the club to which the player has gone on temporary transfer, may also play for the club which has temporarily transferred the player providing he is otherwise eligible to do so.

135. TEMPORARY TRANSFERS BETWEEN PLAYERS SUBJECT TO LEAGUE RULES

Players registered on a Player Transfer form between Scottish Football League clubs and Scottish Junior Football Association clubs shall be subject to the Rules and Regulations of the League.

136. TEMPORARY TRANSFERS ON CLUB LIST

Players registered on a "Player Transfer" form between Scottish Football League clubs and Scottish Junior Football Association clubs must be placed on the Club List of Players in accordance with the terms of Rule 124 (*Club List of Players and Transfer List*). Any such player dissatisfied may appeal to a Committee consisting of three members of the Board and three members of the Committee of The Scottish Junior Football Association. The Chairman shall be a member of the Board and shall have a casting vote as well as a deliberative vote.

137. SCOTTISH FOOTBALL LEAGUE/SCOTTISH JUNIOR FOOTBALL ASSOCIATION - PROCEDURES AFTER EXPIRY OF CONTRACT

Subject to the terms of Scottish Football League Rule 133 (*Expiry of Contract*), should a player of a club in membership of The Scottish Football League whose contract has expired sign for a club in membership of The Scottish Junior Football Association, or should a player of a club in membership of The Scottish Junior Football Association whose contract has expired sign for a club in membership of The Scottish Football League, compensation may be payable to the player's former club provided that the former club has complied with the terms of its respective body's procedures with regard to the protection of its compensation rights.

137.1 If the two clubs are unable to agree upon the amount of compensation payable within 14 days of the player signing a Registration Form and Contract for his new club, the following appeals procedure may be invoked:

137.1.1 A League club may appeal via The Scottish Football League or a Junior club may appeal to The Scottish Junior Football Association to have the amount of compensation determined by a joint Scottish Football League/Scottish Junior Football Association Commission.

137.1.2 Such Commission will determine the appeal normally within 14 days of receipt of the Notice of Appeal. It shall be at the discretion of the

Commission to decide whether the appeal shall be determined by way of written submissions and/or by means of an oral hearing.

137.1.3 The Commission will comprise a representative of The Scottish Football League, a representative of The Scottish Junior Football Association and an Independent Chairman. The Secretary shall be the Chief Executive of The Scottish Football League or his or her appointed Deputy.

138. ADJUDICATION OF DISPUTES

If any dispute or difference not otherwise expressly provided for in these Rules shall arise between a club and a player or between two or more Clubs in membership of the Scottish Football League, The Scottish Football League Appeals Committee shall, upon application made by either party, consider and adjudicate upon the matter.

138.1 The Scottish Football League Appeals Committee shall have full power to regulate its own procedure, be competent to call for any documentary evidence and shall have power to order the attendance of any club, official or player at any relevant meeting.

138.2 The club or player may request a personal hearing in which case the player, if he so desires, may be represented by an accredited official of a recognised players' union or one of its members.

138.3 Any club or player, submitting an appeal in terms of this Rule which the Appeals Committee considers frivolous, shall be dealt with as the Committee may think fit.

138.4 Any dispute or difference which may arise between clubs in membership of The Scottish Football League and clubs in membership of The Scottish Premier League Ltd. shall, upon application made by any club concerned, be referred to the Joint Adjudication Board for resolution. The Joint Adjudication Board shall comprise the following members:

138.4.1 An Independent Chairman. Should the Independent Chairman for any reason be absent or unable to act, a Deputy Chairman shall be appointed in his place by agreement between The Scottish Football League and The Scottish Premier League Ltd.

138.4.2 A nominee of The Scottish Football League.

138.4.3 A nominee of The Scottish Premier League Ltd.

138.5 The Joint Adjudication Board shall have full power to regulate its own procedure, be competent to call for any documentary evidence, and shall have power to order the attendance of any club, club official or player at any relevant meeting.

- 138.6** For the purposes of this Rule, no meeting of the Joint Adjudication Board shall be quorate unless all the members are in attendance.
- 138.7** The Secretary to the Joint Adjudication Board shall be the Secretary of the League of the appellant club, or his appointed deputy.
- 138.8** Either the club or, if appropriate, the player may appeal against a decision of The Scottish Football League Appeals Committee or of the Joint Adjudication Board, in accordance with the terms of the appropriate Articles of Association of The Scottish Football Association Ltd.

139 FURTHER PROVISIONS REGULATING PLAYERS' REGISTRATIONS

- 139.1** For the purposes of these Rules, the following words and expressions shall have the following meanings:
- Board** means the Board of the Company from time to time;
- Company** means The Scottish Premier League Limited or any successor which manages and administers the SPL;
- Contract of Service** means the League's standard form Contract of Service at the relevant time of execution thereof for use by any member clubs of the League and their players;
- Relevant Player** means, in relation to any Relevant Club (as hereinafter defined) a player with whom the Relevant Club has entered into a Contract of Service and who is registered as a player for the Relevant Club with the League immediately prior to the date upon which the Relevant Club ceases to be a member of the League (by whatever means) and "Relevant Players" shall be construed accordingly;
- SPL or The Scottish Premier League** means the combination of SPL Clubs comprising The Scottish Premier League;
- SPL Clubs** means the member clubs of the SPL from time to time (including former member clubs of the League) and "SPL Club" shall be construed accordingly;
- SPL Players** means players (including Relevant Players) with whom SPL Clubs have Contracts of Service and who are registered as SPL Players of SPL clubs with the SPL and "SPL Player" shall be construed accordingly; and
- SPL Rules** means the Rules and regulations of the SPL in force from time to time. The singular shall include the plural and vice versa. References in this Rule to "these Rules" are references to the Rules of the League as amended from time to time and including the SPL Rules incorporated into these Rules by virtue of this Rule and unless stated otherwise, a reference in this Rule to a particular numbered Rule is a reference to the relevant numbered Rule in these Rules.
- 139.2** If there is any conflict or inconsistency between any provisions of these Rules (other than the SPL Rules incorporated into these Rules by this Rule

139) and the SPL Rules so incorporated in relation to any matter concerning an SPL club and one or more of its SPL Players, the provisions of the SPL Rules (as so incorporated) shall prevail and apply to such matter. If there is any conflict or inconsistency between any provision of the SPL Rules and a Relevant Player's Contract of Service in relation to any matter concerning the Relevant Player and his SPL Club, the Provisions of the SPL Rules shall prevail and apply to such matter. If there is any conflict or inconsistency between any provisions of these Rules and the SPL Rules in relation to any matter concerning a member club of the League and one or more of its players, the provisions of these Rules shall prevail and apply to such matter.

- 139.3** If there is any conflict or inconsistency between any provisions of this Rule 139 and any other Rules or provisions of these Rules (including, without limitation, Rules 74 and 115), the provisions of this Rule 139 shall prevail and apply.
- 139.4** If any club ceases to be a member of the League (whether as a result of retiral, resignation, promotion from the League to the SPL in accordance with these Rules and/or the SPL Rules, admission to the SPL on Reconstruction (as defined in the SPL Rules), expulsion or otherwise) and immediately thereafter becomes an SPL Club ("Relevant Club") the following provisions shall, notwithstanding any provisions to the contrary contained in these Rules and/or any Relevant Player's Contract of Service, apply and be binding upon that Relevant Club and each of its Relevant Players:-
- 139.4.1** Each Relevant Player shall remain registered as a player of his Relevant Club with the League until his Contract of Service is validly terminated whether by the expiry of the term thereof, the Contract of Service being lawfully terminated, the transfer of the Relevant Player to another Football Club by mutual consent of the Relevant Player and his Relevant Club or otherwise whereupon the Relevant Player's registration as a player for his Relevant Club with the League shall terminate. During the period of the Relevant Player's continued registration as a player of his Relevant Club with the League, the Relevant Club shall not require to apply for or obtain the approval of the League in order to play or continue to play the Relevant Player in any SPL fixture or other match.
- 139.4.2** Without prejudice to any Relevant Player's entitlement to terminate or seek to terminate his Contract of Service with his Relevant Club on any other grounds, no Relevant Player shall be entitled to terminate his Contract of Service with his Relevant Club as a result or consequence of any one or more of the following:-
- 139.4.2.1** the Relevant Club of the Relevant Player ceasing to be a member of the League;

- 139.4.2.2** the Relevant Club of the Relevant Player becoming an SPL Club and playing football in the SPL;
- 139.4.2.3** any alterations made or proposed to be made to these Rules (including, without limitation, by the incorporation of the SPL Rules into these Rules by virtue of this Rule) and/or the Rules governing the Scottish Football League Cup Competition in consequence of or arising out of (i) the formation and/or operation of the SPL and/or (ii) the Relevant Club of the Relevant Player ceasing to be a member of the League and becoming a member of the SPL;
- 139.4.2.4** any alterations made or proposed to be made to the Articles of Association of The Scottish Football Association Limited ("SFA") in consequence of or arising out of (i) the formation and/or operation of the SPL and/or (ii) the Relevant Club of the Relevant Player ceasing to be a member of the League and becoming a member of the SPL;
- 139.4.2.5** the Relevant Club of the Relevant Player relying upon and giving effect to the alterations to these Rules and the SFA's Articles of Association as referred to in Rules 139.4.2.3 and 139.4.2.4 above;
- 139.4.2.6** the Relevant Player being registered with the SPL as an SPL Player for his Relevant Club and becoming subject to and bound by the SPL Rules and/or these Rules;
- 139.4.2.7** the changes in the composition of the SFL Appeals Committee and the Board in relation to matters concerning Relevant Players as set out in Rules 139.4.6 and 139.11; and/or
- 139.4.2.8** the Relevant Player becoming subject to the SPL Rules as a result of the SPL and the Company being organisations of which the Relevant Club of the Relevant Player is a member.
- 139.4.3** The Relevant Player shall remain registered as a player of his Relevant Club with the SFA in accordance with and subject to the SFA's Articles of Association (as amended from time to time).
- 139.4.4** The Relevant Player shall automatically be registered as an SPL Player for his Relevant Club with the SPL in accordance with the SPL Rules. The Relevant Player's registration as an SPL Player for his Relevant Club with the SPL shall be terminated as a result of the Relevant Player having been transferred to another football club (including any member club of the League or any other SPL Club) by mutual consent of the Relevant Player and his Relevant Club.

- 139.4.5** The SPL Rules shall apply to the Relevant Player and the Relevant Player shall observe and be subject to the SPL Rules which shall be deemed to be incorporated for the sole purpose of regulating the position of Relevant Papers and Relevant Clubs into (i) these Rules and, (ii) the Relevant Players Contract of Service (by virtue of the SPL and the Company being organisations of which the Relevant Club of the Relevant Player is a member). Where relevant or where required by a Relevant Player's Contract of Service, these Rules shall also continue to apply to the Relevant Player and the Relevant Player shall observe and be subject to these Rules (as amended from time to time).
- 139.4.6** In relation to any dispute or difference between a Relevant Club and one or more of its Relevant Players (whether relating to the Relevant Player's Contract of Service or otherwise) in respect of which the SFL Appeals Committee becomes involved or requires to adjudicate (whether under Rules 127.1, 127.1.2 and/or 138 of these Rules or otherwise), the SFL Appeals committee shall in these circumstances comprise the Board of the Company or, if the Board so decides, a Commission established by the Board in accordance with Rule G3 of the SPL Rules. For the avoidance of doubt, in relation to any such dispute or difference between a club which is a member of the League and one or more of its players, the SFL Appeals Committee shall in these circumstances be established by the Board of the League using its powers under Rule 27.1.
- 139.4.7** The Relevant Player shall require to continue to play football for his Relevant Club (and no other football club) for so long as the Relevant Player's registration as a player for his Relevant Club with the League remains in force in accordance with Rule 139.4.1.
- 139.4.8** For so long as a Relevant Player remains registered as a player for his Relevant Club with the League in accordance with Rule 139.4.1, the following provisions of these Rules shall apply to such Relevant Club and such Relevant Player subject to the following modifications:-
- 139.4.8.1** the Relevant Player shall have the rights of appeal set out in Rules 127.1 and 128.1.2 of these Rules subject to the provisions of Rule 139.4.6;
- 139.4.8.2** the Relevant Player shall be eligible to undertake a formal course of training of the sort referred to in Rule 127.1.4;
- 139.4.8.3** for so long as the Relevant Player remains registered with the League in accordance with Rule 139.4.1, the Relevant Club of the Relevant Player shall require to notify the League, the SFA and the SPL of any suspension, fine or notice of termination of Contract of Service imposed on or given to the Relevant Player in accordance with Rule 129;

- 139.4.8.4** the Relevant Player shall be free at the end of his contractual engagement under his Contract of Service (in the League's standard form) with his Relevant Club to seek registration with any club of his choice and the provisions of Rule 133 shall apply in these circumstances;
- 139.4.8.5** the Relevant Player shall be entitled to apply to The Scottish Football League Appeals Committee for consideration and adjudication upon any dispute or difference arising between him and his Relevant Club in accordance with Rule 138 subject to the provisions of Rule 139.4.6. The Relevant Player shall have the same rights and representation and further appeal as set out in Rule 138 and his Contract of Service; and
- 139.4.8.6** the provisions of Rule 73 shall apply to the Relevant Player save that, in these circumstances, the Board shall not be constituted as set out in Rule 28 but shall comprise the Board of the Company and the SPL Rules shall be deemed to be incorporated into proviso (1) in the second paragraph of that Rule by virtue of the Relevant Club of the Relevant Player being a member of the SPL and the Company.
- 139.5** These Rules shall not apply in relation to any SPL player who is not also a Relevant Player and the provisions contained in the SPL Rules applicable to SPL Players (who are not Relevant Players) shall apply to the exclusion of these Rules.
- 139.6** If an SPL club ceases to be a member of the SPL and immediately thereafter becomes a member of the League (whether as a result of relegation from the SPL in accordance with the SPL Rules or otherwise), the registrations of all its SPL Players with the SPL shall be terminated automatically and all such players shall automatically be registered as players for such a club with the League.
- 139.7** If a club ceases to be a member of the League and immediately thereafter becomes a member of the SPL the registrations of all its Relevant Players with the League shall be maintained in accordance with Rule 139.4.1 and all such Relevant Players shall automatically be registered as SPL Players for their Relevant Club with the SPL in accordance with Rule 139.4.4.
- 139.8** If an SPL player is transferred by mutual consent of the SPL player and his SPL Club to another football club which is a member of the SPL or the League then, without prejudice to Rules 139.4.1 and 139.4.4 above, the following provisions shall apply:-
- 139.8.1** If the SPL Player is transferred to another SPL Club, the registrations of such SPL Player for his current SPL Club with both the SFA and the SPL shall be terminated (together with the SPL Player's registration for such club with the League if he is also a Relevant Player) and the SPL Player shall be

registered as an SPL Player for his new SPL Club with both the SFA and the SPL in accordance with the SFA's Articles of Association and the SPL Rules respectively; or

- 139.8.2** If the SPL Player is transferred to a club which is a member of the League, the registrations of such SPL Player for his current SPL Club with both the SFA and the SPL shall be terminated (together with the SPL Player's registration for such club with the League if he is also a Relevant Player) and the SPL Player shall be registered as a Player for his new League Club with both the SFA and the League in accordance with the SFA's Articles of Association and these Rules respectively.
- 139.9** If a player of a club which is a member of the League is transferred by mutual consent of such player and such club to another football club which is a member of the SPL or the League then the following provisions shall apply:
- 139.9.1** If such player is transferred to another club which is also a member of the League, the registrations of the player for his current League Club with both the SFA and the League shall be terminated and the player in question shall be registered by his new League Club with both the League and SFA in accordance with these Rules and the SFA's Articles of Association respectively; or
- 139.9.2** If such player is transferred to an SPL Club, the registrations of the player for his current League club with both the SFA and the League shall be terminated and the player in question shall be registered by his new SPL Club with both the SPL and the SFA in accordance with the SPL Rules and the SFA's Articles of Association respectively.
- 139.10** Without prejudice to the provisions in any Relevant Player's Contract of Service and a Relevant Player's obligations to comply with these Rules pursuant to his Contract of Service, an SPL Player is subject to and shall require to comply with the SPL Rules. A Player of a club which is a member of the League is subject to and shall require to comply with these Rules (and not the SPL Rules).
- 139.11** Notwithstanding each Relevant Player remaining registered as a player of his Relevant Club with the League in accordance with Rule 139.4.1, the Relevant Club shall, following its ceasing to be a member of the League, not be required to comply with Rules 124 and/or 133 in relation to all or any of its Relevant Players. Notwithstanding the foregoing each Relevant Club shall be entitled to protect its entitlement to a compensation fee and may validly and effectively do so in relation to its SPL Players (including any Relevant Players) by following the relevant procedures laid down in the SPL Rules rather than the procedures laid down in Rule 133 of these Rules. In

relation to any matter concerning compensation payable to a Relevant Club in respect of any SPL Player (including any Relevant Players) under or pursuant to Rule 133 of these Rules, the Board shall comprise the Board of the Company (and shall not be constituted in accordance with Rule 28) and the Compensation Tribunal shall comprise:-

- (i) a legally qualified independent Chairman appointed by the Board from the Panel (as referred to in Rule G2 of the SPL Rules);
 - (ii) a nominee of the League where issues involving clubs in membership of the League are concerned;
 - (iii) a nominee of the SPL where issues involving SPL Clubs are involved;
- and
- (iv) an accredited official of a recognised players' union.

139.12 Notwithstanding any other provisions of these Rules (including, without limitation, Section 6 of these Rules and Rule 60) this Rule 139 and the provisions contained herein may not be directly or indirectly modified, suspended, varied, deleted or altered in any other way (whether by the insertion of a new Rule into these Rules or otherwise) without the express prior written approval of (a) all of the SPL Clubs at the relevant time and (b) the Company, and any such purported modification, suspension, variation, deletion or alteration made without the League (acting through its Board) having obtained all such written approvals shall be and shall be deemed for all purposes to be of no effect.

139.13 In relation to any Relevant Player, the League shall take all reasonable steps to pursue any compensation on behalf of a Relevant Club as if such Relevant Club were a member club of the League and shall arrange for any compensation to be paid to such Relevant Club notwithstanding that the Relevant Player in respect of whom compensation is payable is registered with the League and the Scottish Premier League.