

CUP COMPETITION RULES

RULES OF THE SCOTTISH CUP ("THE "RULES")

Introduction

- (a) Unless the context otherwise requires, words or expressions contained in the Rules shall bear the same meaning as in the Articles of Association of the Scottish FA as adopted or amended from time to time ("the Articles of Association").
- (b) Unless the context otherwise requires, words importing the singular only shall include the plural and vice versa and words importing any gender shall include all genders.
- (c) The headings are inserted for convenience only and shall not affect the construction of the Rules.
- (d) All references to a ground shall mean a registered ground, unless otherwise specified, within the context of these Rules.

1. Name of Cup

The cup shall be called "The Scottish Cup." ("the Cup").

2. The Cup – Ownership and Presentation

- (a) The Cup, including any replicas, is the property of The Scottish FA.
- (b) The Cup shall be presented to the club which wins the Final Tie. ("the Winner").
- (c) The Cup shall be returned to the Scottish FA by the winner before the end of March of the year following presentation, in good order and condition. The cost of repair of any damage to the Cup whilst in the custody or control of the Winner shall be met by the Winner.

3. Awards to Players, Officials and Match Officials

The Scottish FA shall present a medal or a souvenir in such forms as the Board may decide to each of the players, to each of such substitutes as are eligible, the Manager or Head Coach and to the match officials, in the Final Tie.

4. Annual Competition

The Cup Competition ("the Competition") shall be played annually, in accordance with the Laws of the Game, and as directed by the Board, to promote, foster, and develop, without discrimination against any organisation or person for reason of age, gender, disability, ethnicity, religion or politics the game of Association Football, and to take all such steps as may be deemed necessary or advisable for preventing infringements of the rules of the game, or other improper methods or practices in the game, and for protecting it from abuses.

5. Commencing Date

The Competition shall commence on a date to be determined in each season by the Board.

6. Eligible Clubs

Entry to the Competition is available to clubs in Full Membership of the Scottish FA.

Clubs in membership of the Scottish Junior Football Association, the Scottish Highland Football League, the Scottish Lowland Football League, the East of Scotland Football League and the South of Scotland Football League may also be permitted to enter the Competition (Rule 8 refers). Eligible Scottish Junior Football Association clubs will be restricted to the winners of the North, West and East Junior League Championships and the Scottish Junior Football Association Cup.

Prior to the commencement of the Competition, the Scottish Junior Football Association, the Scottish Highland Football League, the Scottish Lowland Football League, the East of Scotland Football League and the South of Scotland Football League shall provide the Scottish FA with written confirmation of its participating clubs.

The Scottish Junior Football Association, the Scottish Highland Football League, the Scottish Lowland Football League, the East of Scotland Football League and the South of Scotland Football League shall also, respectively, provide the Scottish FA with written confirmation of each participating club's registered ground, field dimensions, approved playing kit and colours and formal written acknowledgement on behalf of the participating clubs of the authority of and their obligation to comply with the Rules and the Disciplinary Procedures.

7. Compliance with Articles of Association

Without prejudice to any other obligation assumed by them, the clubs eligible to compete in the Competition shall be subject to and shall comply with the Articles of the Association, the Registration Procedures, the Disciplinary Procedures and the Rules, as amended from time to time.

7.1 Sponsorship and Broadcasting Matters

The Scottish FA, in accordance with the Articles of Association, may enter into contracts with commercial sponsors and broadcasters and grant certain rights as the Scottish FA may in its discretion determine ("Scottish FA's Obligations") to such parties in relation to the Cup and the Competition.

The Scottish FA will intimate in writing annually to all clubs eligible to compete in the Competition, the terms of the Scottish FA's Obligations, which apply to such clubs (the "Statement"). The Statement will constitute a definitive description of the Scottish FA's Obligations.

All clubs participating in the Competition undertake to provide any rights, facilities and other services as may be necessary for the Scottish FA to perform the Scottish FA's Obligations.

Without prejudice to the terms of the Articles of Association, failure and/or refusal by a club to comply with any of the terms of the Statement, as intimated, shall be deemed to be an infringement of the Rules and such a club shall be liable to a fine, loss of payment, censure, replay of a match, suspension, ejection from the Competition or a combination thereof.

For this purpose, the Articles of Association will be deemed to include all rules, regulations, protocols, directions and decisions made pursuant to them which relate to the Competition. Any proceedings pursuant to this Rule 7.1 will be taken under Rule 34.

8. Clubs Exempt from Playing in Preliminary Ties, Round One, Round Two and Round Three of the Competition

Preliminary Ties

The clubs which, in the current season, are members of The Scottish Professional Football League, shall be exempt from playing in the Preliminary Ties of the Competition.

The clubs which, in the previous season, have won the Scottish Highland Football League Championship, the East of Scotland Football League Championship and the South of Scotland Football League Championship shall also be exempt from playing in the Preliminary Ties of the Competition, as shall the runners up in the Scottish Highland Football League Championship.

The clubs which, in the current season, participate in the Club Licensing system and are in possession of a Club Licence, as at the date of the draw, shall be exempt from playing in the Preliminary Ties of the Competition. For the purposes of these Rules, a club which has had its Club Licence suspended for whatever reason shall be deemed not to be in possession of a Club Licence.

Round One

The clubs which, in the current season, are members of The Scottish Professional Football League, shall be exempt from playing in Round One of the Competition.

The clubs which, in the previous season, have won the Scottish Highland Football League Championship, the East of Scotland Football League Championship and the South of Scotland Football League Championship shall also be exempt from playing in Round One, as shall the runners up in the Scottish Highland Football League Championship.

Round Two

The clubs which, in the current season, are members of The Scottish Professional Football League Divisions One, Two and Three, shall be exempt from playing in Round Two of the Competition.

Round Three

The clubs which, in the previous season, were members of The former Scottish Premier League and those clubs finishing in The former Scottish Football League First Division league positions one to four, shall be exempt from playing in Round Three of the Competition.

9. Ballot for Ties

- (a) The ballot for Round One shall be so arranged that a combination of ties and byes will produce eighteen clubs to compete in Round Two.

The names of the clubs shall be placed in a lot and drawn in couples at a time, until the requisite number of ties is drawn. The clubs in each couple shall compete, and the winning clubs will qualify to play in Round Two.

- (b) For Round Two, the names of the thirty-two clubs shall be placed in a lot and drawn in couples at a time. The clubs in each couple shall compete, and the winning clubs will qualify to play in Round Three.
- (c) For Round Three, the names of the thirty-two clubs shall be placed in a lot and drawn in couples at a time. The clubs in each couple shall compete and the winning clubs will qualify to play in Round Four.
- (d) For Round Four and subsequent rounds, the names of the thirty-two clubs (in the case of Round Four) shall be placed in a lot and drawn in couples at a time. The clubs in each couple shall compete, and the names of the winning clubs shall be placed in a lot and drawn in couples at a time, and so on, until two clubs are left to compete in the Final Tie.
- (e) Clubs not drawn in the ballot will receive a bye into the next round of the Competition. Clubs receiving a bye are not considered to have participated in that particular round (and will not be eligible to participate in any financial distribution relating to it).

9.1 Potential for Preliminary Round Tie or Ties

In circumstances where the winner of the Scottish Highland Football League Championship and/or East of Scotland Football League Championship and/or South of Scotland Football League Championship is not a club in membership of the Scottish FA, a Preliminary Tie or Ties will be drawn prior to Round One of the Competition. The draw for the Preliminary Tie or Ties will involve all clubs entered into Round One of the Competition unless otherwise exempt in terms of Rule 8.

10. Intimation of Ballot to Clubs

After each ballot, the Secretary will inform each club of the name of the club against which it is drawn and of the date of the match and of the hour of kick-off, both of which shall be decided by the Board.

The two clubs in any tie may agree to kick-off at an earlier hour than that fixed by the Board. They may not play earlier in the week, unless with the consent of the Board.

11. Grounds for Ties, excluding Semi-Final and Final Ties

Subject, in every case, to the terms of Rule 13:-

- (a) In each tie, a match shall be played on the ground of the club first drawn in the ballot.

- (b) If the result is a draw, a second match shall be played on the ground of the club drawn second in the ballot, unless, in the case of a Preliminary Round match (if applicable), a match in Round One, Round Two or Round Three, the clubs agree to play on a neutral ground.

12. Semi-Final and Final Ties

The Semi-Final and Final Ties shall be under the direct control of the Board who shall make all of the arrangements therefor.

13. Grounds for Ties

Notwithstanding anything which is contained in Rule 11 if a club notifies the Scottish FA that it is unable to play a Cup match at its registered ground as detailed in the Official Return (Rule 6 and the Articles of Association refer) for whatever reason and the Board is satisfied of the validity of such reason, the match shall be played at the nearest registered ground of at least equivalent capacity which in the opinion of the Board is most suitable for the occasion. If a replay should be necessary, it will take place at the ground of its opponents.

If more than one club from the same city or town or with the same nominated registered ground is drawn to play at home in the same Round and it is deemed, for whatever reason, that their matches cannot be played on the same day or at the same kick-off time then the clubs shall decide in rotation as to which club has the choice as to when the notifying club's match is played.

Registered Clubs

The grounds of Registered clubs participating in the Preliminary Round (if applicable), Round One, Round Two and Round Three are subject to the following minimum criteria:

- a) The ground must be enclosed with a suitable barrier to keep spectators from gaining entry to the ground without payment.
- b) The club must provide the following facilities inside the ground and closely adjacent to the playing field:
 - 1) Separate changing, showering and toilet facilities accommodation for home and visiting teams; and
 - 2) Separate changing, showering and toilet facilities accommodation for three match officials.
- c) The ground must comply with prevailing Health and Safety regulations, and, where applicable, have relevant certification issued by the local authority.
- d) Appropriate facilities to provide refreshments for visiting players and match officials.
- e) Adequate car parking provision for players and match officials.
- f) Technical areas capable of holding ten persons.

- g) Adequate toilet and catering facilities for spectators.

14. Number of Players and Substitutes

Except for the circumstances described within Rule 22(a), a team shall consist of eleven players and is permitted to list a minimum of 5 substitutes up to a maximum of 7, of whom not more than 3 may take part in the match. The team list must include 2 recognised goalkeepers, one of whom must be named as a substitute.

The players in a team may be changed from match to match, but a club may not play, or list as a named substitute, any player who, in the same season, has already played, or been a named substitute, for another club in the Competition. (Rule 34.1 (b) refers).

15. Eligibility of Players

- (a) A goalkeeper, who is not qualified by registration under the terms of Rule 16(a), but is registered in compliance with Rule 17 may not, for any reason whatsoever, play in any other position.
- (b) When a match which is postponed, drawn, or abandoned, is played or replayed, only those players who were eligible by means of their registration at the date fixed for originally playing the Round, may play. For the avoidance of doubt the operation of the Disciplinary Procedures has no impact on the application of this rule.
- (c) All players in the Competition must be eligible to play in the relevant match having regard in particular (but without prejudice to the generality) to the Registration Procedures and the Disciplinary Procedures.

16. Eligibility of Player to Play in Final Tie

- (a) Except in the case of a player whose customary position is that of goalkeeper, a player to be eligible to participate in the Final Tie of the Competition must have been eligible to participate in the Semi-Final Round of the Competition for the club for which he is to participate in the Final Tie.
- (b) A goalkeeper who gains exemption under sub-paragraph (a) may not for any reason whatsoever play in any other position.

17. Compulsory Registration of Players

Subject to Rule 15 above, a player may not take part in a tie in the Competition without having been registered prior to such tie, with the Scottish FA, for the club for which he is to play. A player must not play in such tie if he is subject to a relevant suspension pursuant to the Disciplinary Procedures. Each participating club is responsible for ensuring that all of its players who take part in the Competition are eligible to do so pursuant to the Registration Procedures and the Disciplinary Procedures.

18. Field of Play and Match Requirements

Matches in the Competition shall be played on a natural grass surface or on an artificial turf surface. Artificial turf surfaces must comply with quality standards set for football by FIFA.

Home clubs with artificial turf surfaces will be required to provide a current test certificate proving compliance to FIFA pitch standards.

Clubs may only use test agencies in relation to artificial turf surfaces which have been accredited for the purpose by FIFA.

- (a) The length of the field of play shall not be more than 130 yards (120 metres) and not less than 100 yards (90 metres). The breadth of the field of play shall not be more than 80 yards (75 metres) and not less than 55 yards (50 metres).

Subject to the foregoing, the dimensions shall not differ from those contained in the Official Return for the current season lodged with the Scottish FA by the club on whose ground a match is played, unless such dimensions have been changed with the consent of the Board (Rule 6 refers).

- (b) Spectators must be separated from the field of play by a wall, a rope, a railing or a fence.
- (c) Goal nets and corner flags shall be used at all matches in the Competition.
- (d) A new football of first grade quality shall be provided by the ground or host club for each match played in the Competition. The Scottish FA will provide balls for matches to be played on a neutral ground at the semi-final and final stage of the Competition.
- (e) It is the responsibility of the home or host club to ensure that adequate first aid facilities, requisite equipment and stretcher facilities/carrying chair(s) capable of conveying spectators from seated areas are available for all ties in the Competition and that at least one fully qualified person is present and equipped to administer first aid. The home or host club should take cognisance of the expected attendance and provide additional first aid cover as appropriate for the configuration of the ground.
- (f) No match in the Competition shall take place at any stadium where the playing area is covered or partially covered by a roof or other form of canopy without the prior consent of the Board.

19. Duration of Match and Stadium Clocks

- (a) Except when extra time is played in accordance with the terms of Rule 24 a match will consist of two halves each of 45 minutes in duration.
- (b) A match which has started and which, for any reason, is abandoned, may not be continued as a "friendly" match.
- (c) The half time interval shall be of 15 minutes duration, or as determined by the match

official.

- (d) 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. This requirement also applies in the event of extra time being played (i.e. after 15 minutes of each half).
- (e) Public address announcements, where made, should specify that any added time to be played is a minimum number of minutes.

20. Appointment of Referees and Assistant Referees

Match officials shall be appointed from those referees whose names are included in the List of Referees. In the Preliminary Round (if applicable), Round One and Round Two, Assistant Referees may be appointed from the List of Registered Referees.

The Secretary shall make all appointments.

Appointments shall take precedence over all other appointments, except with the permission and consent of the Secretary.

- (a) A club may not refuse to accept the services of any match officials appointed by the Board or by the Secretary.

If any club refuses to play a tie due to an objection to or concern about the identity of any match official, it shall be liable to ejection from the Competition together with such other sanctions as are imposed pursuant to Rule 34.

- (b) The fees and expenses of match officials shall be defrayed by the Scottish FA.

21. Registered Colours

- (a) Before the first day of August in each year, each club shall register with the Secretary, the colours and design of its shirts and stockings. Clubs will register their first choice colours and second choice colours and, should clubs so desire, they may also register a third set of colours. Subject to the terms of the following sections (b) (c) and (d) of this Rule, a club shall play in its registered colours, failing which it shall be liable to disciplinary action under the Articles and/or these Rules.

Exceptionally, a club may, with the approval of the Board, play in colours which are modified from those which have been registered.

- (b) When a match is played on the ground of one of the competing clubs and the first choice colours of both clubs are the same, or similar, the away club shall change and play in distinctive colours as specified pursuant to Rule 21(a).

When a match is played on a neutral ground and the first choice colours are the same, or similar, then both teams shall change and play in distinctive colours.

In the case of the Semi-Final and Final Ties of the Competition, the first drawn club at the draw for both Semi-Final Ties will be permitted to play in the home strip and the

second drawn club (if necessary) is required to change. The winning team of the first Semi-Final will automatically become the home team in the Final.

- (c) A club may play in its second or third choice registered colours under Rule 21(a) provided that this does not prevent the opposing club from observing the terms of paragraph (b) or from playing in its first choice registered colours if it chooses to do so.

A club which elects to play in its second or third choice registered colours shall inform the opposing club, the referee and the Scottish FA in writing not later than seven days before the date of the match. If it fails to do so, the colours that the club is to wear shall be determined by the referee having regard to Rule 21(a).

- (d) If there is any dispute as to whether the colours of the clubs are the same, or similar, the referee shall decide the issue and his decision will be final and binding on the clubs.
- (e) Goalkeepers shall wear colours which distinguish them from the other players and from the referee. The referee's decision on whether this Rule is met will be final and binding on all parties.
- (f) Every player and substitute of each team shall wear a distinguishing number on his shirt or shorts.

22. Team Lines

The Official Team Line for matches in the Competition shall permit the listing of eleven players, a minimum of five substitutes up to a maximum of 7, and six technical personnel. The template of the Official Team Line shall be provided by the Scottish FA. The Official Team Line must be submitted in order to enable a club to participate in a match in the Competition.

- a) Not later than 60 minutes before the start of the match, each club shall hand to the referee, and to its opponent, a duplicate of the Official Team Line. The Official Team Line shall contain accurate and complete details of the numbers, full player names in relation to not more than 18 players, together with full names of the technical personnel to be seated within the technical area (subject to a maximum of 6 such technical personnel). The Official Team Line must be properly completed in block capitals, and signed by the Secretary or other accredited official. Upon signature by the Secretary or other accredited official, such Official Team Line will be deemed to be complete and binding on the club concerned.

The 11 first-named players in the Official Team Line must commence the match. The other named players are designated as substitutes. The numbers on the players' shirts must correspond with the numbers indicated on the Official Team Line. The goalkeepers and team Captain must be identified.

Only three of the substitutes listed on the Official Team Line may take part in the match. A player who has been substituted may take no further part in the match.

It is recommended that a club's Doctor and Physiotherapist are listed on the Official Team Line and accommodated in the technical area within the category of technical personnel.

Replacement of players on the Official Team Line

(i) If any of the first 11 players listed on the Official Team Line is not able to start the match due to unexpected physical incapacity or other extreme circumstances (which are explained to and accepted by the referee), he may only be replaced by one of the named substitutes. The substitute(s) in question may then only be replaced by an eligible player(s) not originally listed on the Official Team Line as signed, so that the quota of substitutes is not reduced. During the match, three players may still be substituted.

If for any reason changes require to be made to the Official Team Line pursuant to Rule 22(a) (i), (ii) and (iii) (and said changes are accepted by the match official) then the club must notify its opponent immediately thereafter.

(ii) If any of the named substitutes listed on the Official Team Line is not able at the start of the match to be fielded due to unexpected physical incapacity or other extreme circumstances (which are explained to and accepted by the referee), he may only be replaced by an eligible player not originally listed on the Official Team Line as signed.

(iii) If none of the goalkeepers listed on the Official Team Line is able to be fielded due to unexpected physical incapacity or other extreme circumstances (which are explained to and accepted by the referee), then one may be replaced but only by an eligible goalkeeper not originally listed on the Official Team Line as signed.

The club concerned must in addition to the requirements set out above, upon request, provide the Scottish FA with necessary medical certificates and/or a full written explanation of the circumstances that caused the change.

- (b) The Secretary shall keep a register of the names of all of the players who take part in the Competition. The register shall be open for inspection by all clubs.

23. Drawn or Unplayed Ties, excluding Semi-Finals and Final Ties

- (a) When a first match in the Preliminary Round (if applicable), Round One, Round Two or Round Three is drawn, or is not played on or before the original date, the drawn or unplayed match shall be replayed or played on the Saturday following the first match or the date fixed therefor, or in the second midweek following the original match date, unless the two clubs, the relevant authorities and the Scottish FA are all agreeable that the match be played on an earlier date.

The drawn or unplayed match shall take place on a day to be mutually agreed by the two clubs, other than Thursday or Friday.

- (b) In subsequent Rounds, the drawn or unplayed match shall be replayed or played in the second midweek following the first match or the date fixed therefor, on a day other than Thursday or Friday, unless the two clubs, the relevant authorities and the Scottish FA are all agreeable that the match be played on an earlier date.

- (c) If, in either case, regulated by Rule 23(a) or (b), a tie is still undecided clubs are required to make two attempts to play or to replay the tie in succeeding mid-weeks until a decision is reached. These attempts will be made on Mondays and Wednesdays. Clubs may however elect to play on a Tuesday rather than a Monday, but if doing so, will be required to play or replay on the Wednesday of that midweek in the event of a draw or a postponement. Competition replays will have priority over league matches in the Scottish Professional Football League or any other relevant league either scheduled or re-scheduled except in exceptional circumstances and by agreement of the Board.

24. Drawn Ties – Extra Time/Kicks from the Penalty Mark

- (a) When a second match is drawn in any of the Rounds up to and including the Sixth Round, an extra thirty minutes shall be played. Thereafter, if the tie is still undecided, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the rules laid down by IFAB. The Club which scores more times in respect of such kicks will be declared the winner of the tie.
- (b) When a Semi-Final or Final Tie is drawn, an extra thirty minutes shall be played. Thereafter, if the tie is still undecided, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the rules laid down by IFAB. The Club which scores more times in respect of such kicks will be declared the winner of the tie.

25. Match Unfinished

- (a) In the event of any match in the Competition being unfinished owing to weather conditions or other causes over which neither competing club has any control, the disbursement of receipts from the unfinished match shall be made in accordance with the relevant Rules which would have been applicable had the match been completed.
- (b) When such unfinished match is subsequently re-scheduled and played, the disbursement of receipts from that match shall be made in accordance with the relevant Rules, subject to the discretionary provisions contained in section (c) of this Rule 25.
- (c) The competing clubs shall have discretion, subject to the Board's endorsement of the exercise of such discretion and notwithstanding the provisions for charges for admission stipulated elsewhere in the Rules, to agree to admit on a concessionary basis to the re-scheduled match, those spectators for whom an admission charge had been accounted in respect of the unfinished match.

In calculating the division of receipts in accordance with the relevant Rules, the following provisions shall apply:-

- (1) when a levy is payable to the Scottish FA, it shall be calculated from the gross receipts of the match excluding concessionary admissions assuming that the concessionary admissions are on a no charge basis. If there is a concessionary charge for admission the concessionary charges shall be included in the gross receipts.

- (2) when the match is played on the ground of one of the competing clubs, the deduction from receipts which the host club is entitled to make shall be calculated on basis of the notional gross receipts of the match which will include the full corresponding charges for those spectators admitted on a concessionary basis.
- (3) when the match is played on a neutral ground, the rental payable to the club on whose ground the match is played shall be calculated on the basis of the notional gross receipts of the match which shall include the full corresponding charges for those spectators admitted on a concessionary basis.

If the sums calculated under paragraphs (2) or (3) of this Rule 25 (c) cannot be met from the actual match receipts, which shall include concessionary admissions if a concessionary charge for admission is made, the deficit shall be met equally by the competing clubs.

- (d) The disbursement of receipts from any match in the Competition which is unfinished due to circumstances other than as stated in paragraph (a) of this Rule 25 and from any subsequent re-scheduling of such match, shall be determined by the Board.

26. Arrangements for Matches Played on a Neutral Ground

Except for matches in the Semi-Final and Final Rounds of the Competition, the ground club, in conjunction with the competing clubs, shall make all of the arrangements for the match, and the competing clubs shall accept complete responsibility and liability for all loss or damage of any kind, whether to individuals or property.

27. Condition of Ground

- (a) When a match is to be played on the ground of one of the two competing clubs, or on a neutral ground whether or not it has been selected by the Board or by the Secretary, and there is reason to believe that it may not be in a condition for play, the Secretary shall, at the request of either competing club or the club providing the neutral ground, appoint an official to inspect the ground.

In addition, the Secretary has discretion to initiate a pitch inspection. The inspection may be made on the day before the match is to be played. If an inspection is made on the day of the match, it shall be made early enough on the day of the match but not later than four hours before the time set for the kick-off, in order to warn the visiting club against travelling, if need be.

- (b) The referee's decision shall be final on whether or not the match should proceed. His fee and expenses shall be defrayed by the Scottish FA.
- (c) A ground which is unfit for Competition tie purposes, shall not be used that same day for any other match.
- (d) If a club fails to observe the terms of this Rule 27(a) it may be liable to a fine, censure, suspension, ejection from the Competition or such other discretionary sanction(s) (including a combination of all of the foregoing sanctions) as specified within these

Rules. Any determination will be made pursuant to Rule 34.

28. Disorderly Conduct

The clubs are responsible for the behaviour of their players, officials, members, supporters and any person carrying out a function at a match on their behalf.

In the event of damage being sustained to a stadium where a tie in the Competition is played as a consequence of misbehaviour by a player, official, member, supporters, or any other person acting on behalf of or associated with a club, then that club shall be responsible for any costs arising in the reparation of same.

The Scottish FA shall have the power to request such reports as may be necessary in determining responsibility for restitution and may additionally through the Judicial Panel impose upon any club a censure, fine, ejection from the Competition or suspension if, in the opinion of the Judicial Panel, a stadium is the subject of damage by that club's representatives or those associated with it (Rule 6 refers).

The provisions of this Rule 28 are without prejudice to the terms of Article 28, which apply to clubs in the context of their participation in the Competition. Any infringement of that Article also can lead to serious sanctions as set out in the Articles of Association and/or the Judicial Panel Protocol including ejection from the Competition.

29. Disagreement on Date of Match

If, in any case in which the date is not specified in these Rules or decided by the Board, the two clubs in any tie are unable to reach agreement on a date on which to play or replay, they shall, except when there are exceptional circumstances which would cause the Board to decide to the contrary, or unless the tie is to be played or replayed on a neutral ground, play or replay on the date which is agreeable to the host club.

The Board shall decide in the case of a match to be played or replayed on a neutral ground and the participating clubs will be bound by the decision of the Board.

30. Refusal or Failure to Play

Any club which refuses or fails to play the club against which it is drawn, without, in the opinion of the Judicial Panel, having sufficient reason for so doing, shall be adjudged to have lost the tie and will take no further part in the remainder of that season's Competition. Such club might be liable to additional sanctions as specified in these Rules.

31. Club Scratching or Withdrawing

A club which intends to scratch or withdraw from the Competition will give notice to the Secretary and to the secretary of the club against which it is drawn, at least four days before the date fixed for playing the tie.

Any such case shall be reported to the Judicial Panel, who shall have power to order the said club to reimburse its opponents for any expenditure, loss or damage incurred by such scratching or withdrawal. The Judicial Panel may also take such other action as it deems fit including the imposition of sanctions as specified in these Rules.

Any club which fails to give a satisfactory reason for scratching, or which withdraws from the Competition without first obtaining the consent of the Board, shall not be eligible to take part in the Competition in the following season.

32. Protests

- (a) When a club intends to lodge a protest, the secretary or other accredited official shall inform a match official and an accredited official of the opposing team within 30 minutes of the end of the match, and shall, at the same time, inform them of the grounds of protest. The secretary or other accredited official of such club shall be required to confirm the protest in writing by recorded delivery letter, to the Secretary within 24 hours of the end of the match (Sunday excluded). The Scottish FA will confirm receipt of the protest to both clubs and the match officials and the nature of the protest(s). A deposit of £250 will be lodged by the protesting club at that time.

The Board, whose decision shall be final and binding, shall have the power to uphold or reject the protest, to retain the deposit lodged by the protesting club, to order either club to pay such sum towards defraying the expenses incurred as may be considered desirable and take such other action as it deems fit.

- (b) Any objection to the ground, goal posts, crossbars, or other appurtenances of the game shall be intimated to the referee before the start of the match. The host club shall be responsible for ensuring compliance with Rule 18, and Law I of the Laws of the Game - The Field of Play. Any infringement of this Rule will be dealt with pursuant to Rule 34.

33. Protest – Interested Party

If a member of the Board is connected currently with a club which is involved in a protest, he shall not sit on the Board while the protest is being heard. If he fails to recuse himself, the decision of the Board will not be valid and the protest will require to be reheard.

34. Infringement of Rules

34. 1. Any club, official, player, or other person, who infringes any of these Rules, shall be liable to a fine, censure, suspension, order to replay a match (in the case of a club), ejection from the Competition (in the case of a club) and/or any such other sanction(s) as specified within these Rules.

The Judicial Panel is empowered to consider and determine any allegations of infringement of these Rules and to impose such sanction(s), as specified within these Rules, as it considers appropriate in order to deal justly with the case in question except where the sanction for a specific infringement is mandatory. In particular (but without prejudice to the generality):

- a) additionally the club which is found to have infringed these Rules, may be ordered to replay the match in question, at a time and venue and subject to whatever conditions (including as to allocation of financial benefits and liabilities) as deemed appropriate by the Judicial Panel in its absolute discretion;
- b) where a club is found to have named within an Official Team Line a player who is not

eligible to participate in the relevant match in the Competition pursuant to the Registration Procedures and/or the Disciplinary Procedures, then such club will be ejected from the Competition. Similarly where a club is found to have named within an Official Team Line a player who, in the same season, has already played or been listed as a named substitute for another club in the Competition, then such club will be ejected from the Competition. Neither the Board, nor the Judicial Panel nor the Secretary shall be entitled to waive or modify the application of this Rule in any circumstances; and

- c) in the event of disorderly conduct by a club in breach of Rule 28 or Article 28, such club may be ejected from the Competition.

34.2 For the avoidance of doubt, the provisions of this Rule 34 do not supersede or override the terms of any other Rule which addresses sanction for infringement thereof. In the event that the Judicial Panel determines to impose a replay or suspension on or the ejection from the Competition a club (save pursuant to Rule 34.1 (b)) which is found to have infringed these Rules, an appeal from the club against such determination must be dispatched in writing to the Scottish FA within 24 hours of the date of the club's receipt of written notice of the Scottish FA's determination. The terms of the Judicial Panel Protocol and Article 65 of the Articles of Association shall apply to such appeal *mutatis mutandis*.

The Scottish FA shall facilitate the expeditious hearing of the club's appeal, to be held no later than 7 days from the date of the receipt by the Scottish FA of the club's intimation of appeal, save in exceptional circumstances. The Scottish FA will whenever possible seek to issue its determination of the appeal at the conclusion of the hearing.

34.3 An Appeal will be competent against a finding that there has been a breach of the Rules made under Rule 34.1 (b) but if the Appeal is rejected, it will not be competent to modify the penalty imposed on the club, which is mandatory and will be ejection from the Competition.

34.4 Notwithstanding the terms above, the Scottish FA has the power to investigate any matter pursuant to the operation of the Competition.

35. Minimum Charge for Admission

Subject to a minimum adult non concessionary charge for admission to matches in the Preliminary Round (if applicable), Round One, Round Two and Round Three, of £5, and of £8 for matches in subsequent Rounds excluding the Semi-Final and Final Ties, the charges for admission shall be arranged by the competing clubs. If they are unable to agree, the charges which are normally made for the regular fixtures of the club at whose ground the match is to be played, will apply.

36. Tickets for Sale

For any match to which admission is wholly or partly by ticket or by cash admission at the turnstiles, the visiting club shall have the right to claim admissions up to 20% of the spectator capacity of the ground, in which case the supporters of the visiting club shall be accommodated in an area of the ground which is agreed by both clubs and the Police

authorities after having taken cognisance of the Safety at Sports Ground Act, 1975, where appropriate. The exercise of such right shall be subject to the following conditions:–

- a) Except in the case of a replay the right is exercised within three days of the date on which the ballot is made.
- b) In the case of any replay, the right is exercised immediately after the drawn game.
- c) The visiting club shall be responsible for payment of all tickets asked for and allotted.
- d) The visiting club shall ensure that any tickets which are not required, together with a remittance for the total allotment, are in the hands of the ground club at least twenty-four hours before the time of kick-off.
- e) If any of the tickets which are so returned are subsequently sold, an appropriate refund will be made by the host club.

The tickets which are allotted to the visiting club, if numbered and for reserved positions, shall be equal in position to those retained by the host club.

37. Restriction on Members, etc., Tickets

- (a) Except in the case of a match in the Competition which is played on a neutral ground and subject to the visiting club having an entitlement to claim admissions up to 20% of the permitted spectator capacity of the host to accommodate their supporters, there is no restriction on the number of members, season ticket holders and complimentary ticket holders who may be admitted by the host club.

In calculating the gate drawings, the host club shall be entitled to exclude 100 season tickets and complimentary tickets actually issued and used from the calculation of the gate drawings. The host club shall be entitled to further exclude all season tickets and complimentary tickets actually issued and used up to a maximum of 10% of the remaining total attendance, subject to such a limit not exceeding 1,000 such persons. Tickets issued as part of a paid hospitality package may not be included in the total number of complimentary tickets.

Thereafter the club shall include the corresponding charges for admission in respect of every season ticket holder and complimentary ticket holder in excess of such limit. The corresponding charges shall be those charges which are applicable to all other paying spectators admitted to the match, relative to the area, or comparable area of the stadium to which a member, season ticket holder or complimentary ticket holder, in excess of the number of such persons allowed for the purpose of calculating the gate drawings, is admitted.

- (b) Except with the agreement of the competing clubs, members' tickets, season tickets and complimentary tickets issued by the host club shall not be valid when a match is played on a neutral ground.

38. Complimentary Tickets

Subject to a maximum of ten for the Directors' Box, the host club shall give to the opponent

club such number of complimentary tickets as may be agreed by the two clubs. The Directors' Box tickets shall give access to reserved seats.

Accreditation, to permit entry to the Dressing Room and other designated areas, shall be agreed between the two clubs.

39. Spectators Admitted to Individually Numbered Seats

At all matches in the Competition played at the grounds of clubs in the Scottish Premier League, spectators must only be admitted to individually numbered seats.

In the event that a club designated by this Rule elects, or is ordered, to play a scheduled or re-scheduled home match at another ground, then this requirement shall likewise apply to such match.

40. Travel – Financial Assistance and Guarantee

- (a) The Scottish FA will, as a measure of financial assistance, provide a payment to each club drawn away from home in the Preliminary Round (if applicable), Round One and Round Two of the Competition, (except those which are played on a neutral ground) whether it be a first match or a replay, which requires travel from a club's home ground to away ground of a distance of more than 50 miles to play a tie. In this event, and subject to the submission of an original travel invoice, the Scottish FA will refund up to a maximum of £400 to the club.
- (b) In all other ties from Round Three onwards (except those which are played on a neutral ground) the host club, whether it be a first match or a replay, shall give a financial guarantee to the opposing club, up to a maximum of £400.
- (c) Subject to the receipts being sufficient, when a match is played on a neutral ground, both clubs shall be guaranteed reimbursement of travel expenditure incurred, up to a maximum of £400 as defined in section (a) of this Rule 40.

41. Division of Receipts and Payment of Expenses

- (a) Subject, in every case, to the terms of Rule 40, except when a match is played on a neutral ground, the monies received from all admission charges to a match in the Preliminary Round (if applicable), Round One, and Round Two, shall be divided equally between the clubs after deduction of 20% from the gross receipts by the host club. In respect of Round Three the following will apply:-
 - (1) The host club shall be entitled to make a deduction of 20% from the gross receipts.
 - (2) When half of the receipts remaining exceed the guarantee, the said receipts shall be divided, equally, between the clubs.
 - (3) When half of the receipts remaining do not exceed the guarantee, the visiting club shall only receive the guarantee.

The host club shall be responsible for payment of the match expenses.

- (b) When a match in the Preliminary Round (if applicable), Round One, Round Two and Round Three is played on a neutral ground, the club on whose ground the match is played shall be paid a rental of 20% of the monies received from all admission charges to the match.

Subject to the foregoing, the balance of the receipts shall be divided between the two competing clubs as follows:-

- (1) When the balance is sufficient, each competing club shall be entitled to reimbursement of expenditure on travel, in terms of Rule 40.
- (2) When the balance is insufficient, the sum available shall be divided between them, in proportion to their expenditure on travel.
- (3) Any surplus remaining after payment of travel expenses, shall be divided, equally, between them. The competing clubs shall be responsible, jointly, for payment of the match expenses.

- (c) Except when a match is played on a neutral ground, the monies received from all admission charges to a match in any Round other than the Preliminary Round (if applicable), First, Second, Third, Semi-Final and Final Rounds, shall be divided as follows:-

- (1) A levy of 5% of the monies received from all admission charges to the match shall be paid to the Scottish FA within three days of the date on which the match is played.
- (2) The host club shall be entitled to make a deduction of 20% from the gross receipts.
- (3) When, after payment of the levy and of the deduction foresaid, half of the remainder of the receipts exceeds the guarantee, the said remainder of the receipts shall be divided, equally, between the two clubs.
- (4) When, after payment of the levy and of the deduction foresaid, half of the said remainder of the receipts does not exceed the guarantee, the visiting club shall only receive the guarantee.

The host club shall be responsible for payment of the match expenses.

- (d) When a match in any Round other than the Preliminary Round (if applicable), First, Second, Third, Semi-Final and Final Rounds is played on a neutral ground:-

- (1) A levy of 5% of the monies received from all admission charges to the match shall be paid to the Scottish FA within three days of the date on which the match is played.
- (2) After payment of the levy foresaid, the club on whose ground the match is played shall be paid a rental of 20% of the balance of the monies received from all admission charges to the match.

- (3) When the balance is sufficient, each competing club shall be entitled to reimbursement of expenditure on travel, in terms of Rule 40.
- (4) When the balance is insufficient, the sum available shall be divided between them, in proportion to their expenditure on travel.
- (5) Any surplus remaining after payment of travel expenses, shall be divided, equally, between them.

The competing clubs shall be responsible, jointly, for payment of the match expenses.

- (e) The host club shall provide a written statement of the share of the gate receipts, or the guarantee, on the day of the match and shall pay the appropriate amount within five working days of the match date.
- (f) Competition levies taken by the Scottish FA in the Fourth, Fifth and Sixth Rounds shall be retained in the Sponsorship Pool.
- (g) The receipts from the Semi-Final matches in the Competition shall be pooled and shall be deemed to include monies received from all admission charges to the matches, radio and television fees, and any sums in respect of advertising within the stadium specially for the occasion.

The Scottish FA shall retain 10% of the balance, after payment of the expenses of the two matches and the clubs' guarantees.

The remainder, after payment of the rental for the use of a ground or grounds, the scale of which shall be determined by the Board, shall be divided, equally, among the four clubs.

- (h) The receipts at the Final Tie shall be calculated in the manner defined in section (g) foresaid mutatis mutandis.

The Scottish FA shall retain 10% of the balance, after payment of the expenses of the match and the clubs' guarantees. The remainder, after payment of the rental for the use of the ground, the scale of which shall be determined by the Board, shall be divided, equally, between the competing clubs.

42. Alterations and Additions to Rules

- (a) The Board shall have the power to temporarily suspend, amend or add to these Rules as circumstances may dictate from time to time, as it deems appropriate in its reasonable discretion, to facilitate the smooth running of the Competition, or in order to ensure that the Scottish FA is capable of meeting the commitments put upon it under the terms of its television and sponsorship contracts.

Subject to the foregoing, alterations or additions may only be made at the Annual General Meeting of the Scottish FA.

- (b) Notice of any proposed alteration or addition for consideration at the ensuing Annual General Meeting of the Scottish FA, shall be submitted in writing and be in the Secretary's hands by 28 February in the year of the Annual General Meeting of the Scottish FA at which such proposed alteration or addition is to be considered.