

FOR INFO.

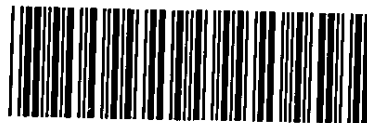
The Companies Act 2006

Private Company Limited by Shares

Company number SC175364

1. **Written Resolution of The Scottish Premier League Limited (the "Company")**
2. **Articles of Association of The Scottish Professional Football League Limited (Company Number SC175364)**
3. **The Rules of the Scottish Professional Football League**

FRIDAY



S2BY1BU0

SCT

05/07/2013

#766

COMPANIES HOUSE

Company number SC175364

The Companies Act 2006

Private Company Limited by Shares

Written Resolution

of

The Scottish Premier League Limited (the "Company")

20 May 2013

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that resolution below is passed as a qualified resolution ("**Qualified Resolution**") in accordance with the Company's articles of association:

Qualified Resolution

That, subject to this resolution being wholly suspensive and essentially conditional upon the purification, variation and subsequent purification or waiver, or waiver of (i) approval of the draft articles of association of the Company and the draft Rules of The Scottish Professional Football League as aftermentioned by The Scottish Football Association Limited, a company incorporated in Scotland (company number SC005453) and having its registered office at Hampden Park, Glasgow, G42 9AY ("**SFA**") in accordance with the SFA's articles of association for the time being; (ii) the execution of a Reconstruction Agreement between the Company and The Scottish Football League, an unincorporated association acting through its Management Committee and having its principal place of business at The National Stadium, Hampden Park, Glasgow, G42 9EB ("**SFL**") in a form approved by the Board of Directors of the Company which provides for all steps necessary for the reconstruction and amalgamation of The Scottish Premier League and The Scottish Football League into The Scottish Professional Football League under the Company; (iii) the execution of a Discharge and Waiver Agreement among the Company, the SFL and the Original SPL Clubs (as defined in the Discharge and Waiver Agreement) in a form approved by the Board of Directors of the Company under which a settlement agreement dated 15 April 1998 and 16 April 1998 among the Company, the SFL and the Original SPL Clubs (as defined in the Discharge and Waiver Agreement) is to be terminated; (iv) the execution of an Asset and Undertaking Transfer Agreement between the Company and the SFL in a form approved by the Board of Directors of the Company whereby the entire property, assets and undertaking of the SFL is to be transferred for no consideration to the Company; (v) the resignation of the existing members of the SFL as members of the SFL; (vi) the admission of the existing members of the SFL as members of the Company; (vii) the execution by the Company and at least eight of the existing members of the Company of a Shareholders' Agreement among the Company and at least eight of the existing members of the Company in a form approved by the Board of Directors of the Company under which the Company and at least eight of the existing members of the Company agree to regulate the manner and circumstances in which changes to the articles of association of the Company and/or the Rules of The Scottish Professional Football League may be effected; and (viii) a resolution by the Board of Directors of

the Company that the reconstruction and amalgamation of The Scottish Premier League and The Scottish Football League into The Scottish Professional Football League under the Company is complete, the:

- 1.1 draft articles of association, in the form annexed to this resolution, be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association;
- 1.2 draft Rules of The Scottish Professional Football League, in the form annexed to this resolution, be adopted as the Rules of The Scottish Professional Football League in substitution for, and to the exclusion of, the existing Rules of The Scottish Premier League; and
- 1.3 name of the Company be changed to The Scottish Professional Football League Limited.

If any of the conditions set out in this resolution are not satisfied in accordance with the terms of this resolution by 27 June 2013 ("the Date"), then unless each unfulfilled condition is waived and/or varied (and such varied conditions are either subsequently satisfied or waived by the Board of Directors of the Company) by the Board of Directors of the Company on or before the Date and/or unless the Date is extended to such later date, under explanation that the Date may be extended as often as the Board shall think appropriate, this resolution shall be deemed not to have been passed nor shall it be capable of taking effect notwithstanding that any of the unfulfilled conditions may be fulfilled subsequent to that date.

Agreement

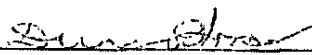
Please read the notes at the end of this document before signifying your agreement to the Qualified Resolution.

The undersigned, being the holders of all the shares entitled to vote on the above Qualified Resolution on 20 May 2013 hereby irrevocably agree to the Qualified Resolution.

Signed by

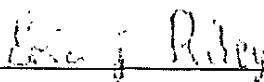
For and on behalf of Aberdeen Football Club
plc (company number SC005364)

Date:


22/5/13

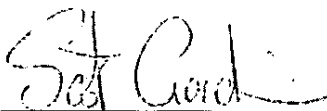
For and on behalf of Celtic plc (company
number SC003487)

Date:


22/5/13

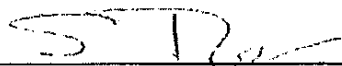
For and on behalf of The Dundee Football Club
Limited (company number SC004585)

Date:


23/5/13

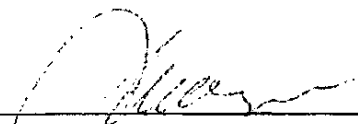
For and on behalf of The Dundee United
Football Company Limited (company number
SC013690)

Date:


23/5/13

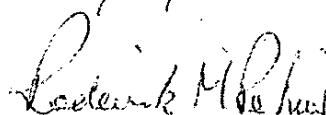
For and on behalf of Heart of Midlothian plc
(company number SC005863)

Date:


23/5/2013


For and on behalf of The Hibernian Football
Club Limited (company number SC005323)

Date:


24/5/2013

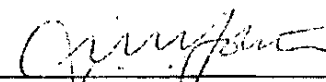
For and on behalf of Inverness Thistle and
Caledonian F.C. Limited (company number
SC149117)

Date:


22/05/13

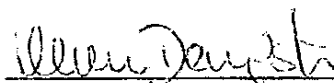
For and on behalf of The Kilmarnock Football
Club Limited (company number SC006219)

Date:


23/5/13

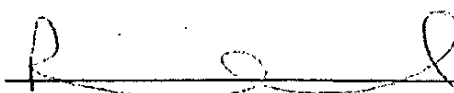
For and on behalf of The Motherwell Football
and Athletic Club Limited (company number
SC005702)

Date:


23/5/2013

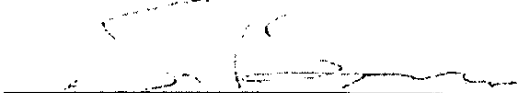
For and on behalf of Ross County Football
Club Limited (company number SC033275)

Date:


22/5/13

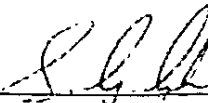
For and on behalf of The St Johnstone Football
Club Limited (company number SC007629)

Date:


22/5/13

For and on behalf of The St. Mirren Football
Club Ltd. (company number SC005773)

Date:


23/5/13

Notes

1. If you agree with the Qualified Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

- By hand: delivering the signed copy to Iain Blair, Secretary, The Scottish Premier League Limited, Hampden Park, Glasgow, G42 9DE; and
- Post: returning the signed copy by post to Iain Blair, Secretary, The Scottish Premier League Limited, Hampden Park, Glasgow, G42 9DE.

If you do not agree to the Qualified Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the Qualified Resolution, you may not revoke your agreement.
3. Unless by 28 days from the date of circulation of the Qualified Resolution, sufficient agreement has been received for the Qualified Resolution to pass, it will lapse. If you agree to the Qualified Resolution, please ensure that your agreement reaches us before or during this date.
4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
5. If you are signing the document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

**Articles of Association of The Scottish Professional Football
League Limited (Company Number SC175364)**

Articles of Association of The Scottish Professional Football League Limited

Contents

Article Numbers	Page Number
1-16	Interpretation
17	Liability
18-24	Share Capital
25-30	Share Certificates
31-43	Transfer of Shares
44-45	Alteration of Share Capital
46-48	General Meetings
49-53	Notice of General Meetings
54-73	Proceedings at General Meetings
74	Written Resolutions
75-84	Votes of Members
85-97	Number and Appointment of Directors
98-101	Powers of the Board
102-106	Delegation of the Board's Powers
107-108	Disqualification and Removal of Directors
109-113	Remuneration of Directors
114	Directors' Expenses
115-129	Directors' Interests
130-140	Proceedings of the Board
141	Secretary
142-144	Minutes

145-148	League and Divisional Structure
149-155	Commercial Revenues, Other Revenues and Fee Payments to Clubs
156	Retained Revenues
157-159	Parachute Payments and Pyramid Parachute Payments
160	VAT
161	Rights to Payment
162 - 165	Termination of Membership
166	Conflict between Articles and Rules
167	Execution of Documents
168-180	Dividends and Other Distributions
181	Accounts
182-186	Notices
187-188	Winding Up of the Company
189-192	Indemnity and Insurance
193-194	Scottish FA Articles
195	Rules
196	Stability of Company and League

**Company Number SC175364
THE COMPANIES ACTS 1985, 1989 AND 2006**

**PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION**

of

THE SCOTTISH PROFESSIONAL FOOTBALL LEAGUE LIMITED

INTERPRETATION

1. The Model Articles (hereinafter defined) in force at the date of adoption of these Articles (hereinafter defined) shall not apply to the Company but the regulations contained in the following clauses (as originally adopted and as from time to time altered by Qualified Resolution) shall be the Articles of Association of the Company.

2. In these Articles:-

2006 Act means the Companies Act 2006 including any statutory modification or re-enactments thereof for the time being in force;

agreed form means a form agreed by resolution of the Company from time to time;

Articles mean these articles of association of the Company;

Associate means in the case of (a) an individual:- (i) a close relative of that individual, including that individual's spouse, parent, step-parent, child, stepchild, uncle, aunt, nephew or niece, or a child or stepchild of such parent or spouse or anyone else of close relationship to the individual who, in the reasonable opinion of the Board, is or is likely to be acting in conjunction with the individual, (ii) any company, other body corporate, partnership or unincorporated association of which the individual is a director, member or partner or over which the individual is able to exercise control or influence, and (iii) any individual who is an employee or partner of that individual or a close relative of any such employee or partner; (b) a body corporate, partnership or unincorporated association or like or similar body of several persons:- (i) any body corporate associated with it either through the holding of shares in it or by reason of control by contract or other form of agreement, (ii) any director, partner, member of the board of management or the like or employee of that body corporate or associated body corporate or any close relative of any such director, partner, member of the board of management or the like or employee; and in any case (c) where any person has an agreement or arrangement, whether legally binding or not, with any other person in relation to the exercise of his voting power in a Member or Club or in relation to the holding or disposal of his interest in such Member or Club, that other person;

Board means the board of Directors for the time being of the Company;

clear days in relation to a period of a notice means that period of days excluding the day when the notice is given or deemed to be given and excluding the day for which it is given or on which it is to take effect;

Club means the undertaking of an association football club, which is, for the time being, entitled, in accordance with the Rules, to participate in the League;

Commercial Contract means any contract entered into by the Company in the expectation of or which might reasonably be expected to generate Commercial Revenues;

Commercial Resolution means, in relation to those Reserved Matters referred to in Article 63, a resolution at a General Meeting, of which notice has been duly given in accordance with these Articles, and which requires the support of not less than 66% of the Members owning and operating Clubs entitled for the time being to be the members of Division One, whether all the Members owning and operating Clubs actually attend and vote or not, to be passed and in the vote on such a resolution only Members owning and operating Clubs entitled for the time being to be the members of Division One may participate;

Commercial Revenues means any monies or revenues generated, earned, received, receivable or derived of whatever nature which are paid or payable to the Company in connection with and/or arising out of the League and Play-Off Competitions, except for revenue derived by the Company from any ticket levy in a Play-Off Competition which shall be treated as Commercial Revenue or Other Revenue as provided in the Rules, including, without limitation, all monies or revenues paid or payable to the Company from Transmission and/or Radio Transmission and/or Other Transmission of League Matches and Play-Off Matches by or under contract with the Company, from sponsorship of the League, from licenses, affiliations, permissions, use of trade or other marks, exploitation of intellectual property and other commercial operations relating to the operation of the League and Play-Off Matches and from trackside advertising by the Company at any Club's ground or the Clubs or any of them which have been derived from rights, licences, facilities and properties which the Clubs or any of them are obliged, in terms of the Rules, to make available to the Company but does not include, except where otherwise provided in these Articles or the Rules, any monies or revenues generated, earned, received, receivable or derived by the Company other than pursuant to Section I of the Rules;

Company means The Scottish Professional Football League Limited;

Director means a director for the time being of the Company, including, without limitation, the Chairman, the Chief Executive and a Non-Executive Director appointed in accordance with these Articles;

Division means a division of the League as provided in the Rules;

document includes, unless otherwise specified in these Articles, the Rules or Regulations, any document sent or supplied in hard copy form or electronic form;

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

General Meeting means any meeting of the Members of the Company and shall include for the purposes of these Articles (except where expressly stated) the Annual General Meeting of the Members;

Group Undertaking means a "group undertaking" as defined in section 1161(5) of the 2006 Act;

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

holder in relation to Shares means a person whose name is entered in the register of Members of the Company as the holder of a Share;

Homegrown Players Rule means any agreement or rule relating directly or indirectly to the classification of players by the location of the club at which they received training and/or for which they were previously registered;

Insolvency Act means the Insolvency Act 1986 and any statutory modification or re-enactment thereof for the time being in force;

Insolvency Event means:-

- (a) entering into a Company Voluntary Arrangement pursuant to Part 1 of the Insolvency Act, a Scheme of Arrangement with creditors under Part 26 of the 2006 Act, or any compromise agreement with its creditors as a whole;
- (b) the lodging of a Notice of Intention to Appoint an Administrator or Notice of Appointment of an Administrator at the Court in accordance with paragraph 29 of Schedule B1 to the Insolvency Act, an application to the Court for an Administration Order under paragraph 12 of Schedule B1 to the Insolvency Act or where an Administrator is appointed or an Administration Order is made ("Administrator" and "Administration Order" having the meaning attributed to them respectively by paragraphs 1 and 10 of Schedule B1 to the Insolvency Act) or an interim manager is appointed by any court as a step in any proceedings which include an application for the making of an Administration Order;
- (c) an Administrative Receiver (as defined by the Insolvency Act) or any other Receiver is appointed over any assets which, in the opinion of the Board is

material to the Club's ability to fulfil its obligations as a Club or a Judicial Factor is appointed;

- (d) shareholders passing a resolution pursuant to section 84(1) of the Insolvency Act to voluntarily wind up;
- (e) a meeting of creditors is convened pursuant to section 95 or section 98 of the Insolvency Act;
- (f) a winding up order is made by the Court under section 122 of the Insolvency Act or a provisional liquidator is appointed under section 135 of the Insolvency Act;
- (g) ceasing or forming an intention to cease wholly or substantially to carry on business save for the purpose of reconstruction or amalgamation or otherwise in accordance with a scheme or proposals which have previously been submitted to and approved in writing by the Board;
- (h) in the case of an individual person, partnership or unincorporated association an award of sequestration, appointment of a trustee, entering into a trust deed for creditors, appointment of an interim judicial factor, appointment of a judicial factor or an equivalent or analogous appointment;
- (i) being subject to an insolvency regime in any jurisdiction outside Scotland which is analogous to the insolvency regimes detailed in paragraphs (a) to (h) above; and/or
- (j) have any proceedings or step taken or any court order in any jurisdiction made which has a substantially similar effect to any of the foregoing.

League means the combination of Clubs known as The Scottish Professional Football League operated by the Company in accordance with the Rules;

League Cup means The Scottish Professional Football League Cup Competition previously owned and operated by the SFL under the name The Scottish Football League Cup Competition and now owned and operated by the Company in accordance with the Rules and the League Cup Regulations;

Limited Commercial Contract means a Commercial Contract which will not generate Commercial Revenues from Radio Transmission, Transmission or Other Transmission and which the Company in General Meeting specifies shall be a Limited Commercial Contract when the Company determines by Commercial Resolution that the Company shall enter into same;

Member means a person who or which is the holder of a Share;

Model Articles means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;

Office means the registered office of the Company;

Official means any person having a function or duty or position involving authority or trust within a 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 or equivalent of such a body if not incorporated);

Ordinary Resolution means a resolution of the Company at a General Meeting, which is not a special resolution, Qualified Resolution or Commercial Resolution, of which notice has been duly given in accordance with these Articles, and which requires the support of not less than each of: (i) 75% of the Members owning and operating Clubs entitled for the time being to be the members of Division One; (ii) 75% of the Members owning and operating Clubs entitled for the time being to be the members of Division Two; and (iii) 75% of the Members owning and operating Clubs entitled for the time being to be the members of Divisions Three and Four, whether all the Members of the Company actually attend and vote or not, to be passed;

Other Revenues means any monies or revenues generated, earned, received, receivable or derived of whatever nature which are paid or payable to the Company and which are not Commercial Revenues;

Parachute Payment means a fee payment to be made in terms of these Articles in the event of a Club being relegated from Division One to Division Two;

Player Registration, Transfer and Contract Regulations means Regulations made from time to time by the Board to regulate the Registration, transfer and Contracts of Service of Players;

Pyramid Play-Off Parachute Payment means a fee payment to be made in terms of these Articles in the event of a Club being relegated from the League;

Qualified Resolution means, in relation to those Reserved Matters referred to in Article 62, a resolution of the Company at a General Meeting, of which notice has been duly given in accordance with these Articles, and which requires the support of not less than 90% of the Members owning and operating Clubs entitled for the time being to be the members of Division One; 75% of the Members owning and operating Clubs entitled for the time being to be the members of Divisions One and Two; and 75% of the Members owning and operating Clubs entitled for the time being to be the members of Divisions One, Two, Three and Four, whether all the Members of the Company actually attend and vote or not, to be passed;

Regulations means regulations made in accordance with these Articles and the Rules for the operation of the League Cup and any other competition, other than the League, operated by the Company and the Player Registration, Transfer and Contract Regulations;

Reserved Matters means those matters relating to the Company's affairs which shall and may only be determined upon by Qualified Resolution, Commercial Resolution or Ordinary Resolution (as the case may be) and which are listed in Articles 62, 63 and 64;

Retained Revenues means all monies or revenues generated, earned, received, receivable or derived of whatever nature which are generated by, earned, received, derived, paid or payable to any Club which are not Commercial Revenues, including, without limitation, from friendly matches not played in the League or from matches in European competitions, all monies derived from shirt sponsorship, Club sponsorship, trackside advertising not pooled centrally for the Company, gate receipts and other receipts derived from home League Match fixtures;

Rules mean the Rules for the time being of the League;

Salary Cap means any agreement or rule that directly or indirectly restricts or limits in any way the discretion of a Club to determine the amount of money that it may spend, has spent, or commits to spend on player remuneration (whether in cash or in kind) and/or to acquire the 'image rights' of any player and/or on the Club's player trading operations, including, without limitation any rule or agreement directly or indirectly relating to a 'per-player' remuneration limit or an aggregate remuneration limit for the entire squad of each Club;

Scottish Cup means the Scottish Football Association Challenge Cup competition;

Scottish FA means The Scottish Football Association Limited a company incorporated and registered in Scotland (company number SC005453) and having its registered office at Hampden Park, Glasgow G42 9AY;

Secretary means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

SFL means the Scottish Football League a former unincorporated association of association football clubs which formerly operated the League Cup;

Share means a share of the Company and Share Capital and Shareholding shall be construed accordingly;

Squad Cap means any limitation, restriction condition or quota which could have the effect directly or indirectly of limiting or restricting the number of Players which a

Club may have Registered at the same time and/or the number of Players which a Club may have as the members of its First Team Squad at any time;

Trustee means the Secretary or, if no Secretary is appointed or the Secretary refuses or is unable to act, such other person as may be nominated by the Board who shall act as trustee for the Members as a whole;

Under 21 Rule means any agreement, rule or other provision that directly or indirectly restricts or limits in any way the discretion of a Club to determine the composition of the list of players provided in terms of Rule G16, or otherwise to play in a League Match, by requiring that a number or number of Players to be included in that list, or otherwise to play in a League Match, must qualify as an Under 21 Player or satisfy any other requirement based on the age of that Player; and

United Kingdom means Great Britain and Northern Ireland.

3. Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
4. A reference in these Articles to an "Article" is a reference to the relevant Article of these Articles unless expressly provided otherwise.
5. Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.
6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
7. A "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and in the case of a natural person that person's personal representatives and successors.
8. A reference to a "company" shall include any company, corporation or other body corporate, wherever and however incorporated or established.
9. Any words following the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
10. Where the context permits, "other" and "otherwise" are illustrative and shall not limit the sense of the words preceding them.
11. A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force made under it provided that, no such amendment, extension or re-enactment made after the date of adoption of these Articles shall apply for the purposes of these Articles to the extent that it would impose any new or extended

obligation, liability or restriction on, or otherwise adversely affect the rights of, any Member.

12. Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the 2006 Act but excluding any statutory modification thereof not in force when these Articles or the relevant parts thereof are adopted.
13. Any capitalised word or phrase used in these Articles which is defined in the Rules and which is not defined in these Articles has the defined meaning ascribed to it in the Rules.
14. A reference to "writing" or "written" includes a communication in the form of writing and may be in electronic form or hard copy form.
15. For the purposes of these Articles the Board's determination that: (i) a Member has ceased to be the owner and operator of a Club; (ii) a Club owned and operated by a Member has ceased to participate in the League; (iii) a Member has taken, suffered or been subject to an Insolvency Event; and/or (iv) a Club owned and operated by a Member has ceased to be a member of the League, shall be conclusive, final and binding on the Company and the Members and each of them in the absence of fraud or manifest error.
16. For the purposes of these Articles all references to a Member taking, suffering or being subject to an Insolvency Event, shall, if the Board so determines having regard to (i) the need to protect the integrity and continuity of the League; (ii) the reputation of the League; and (iii) the relationship between such owner and operator and the Group Undertaking concerned, also includes any Group Undertaking of such a Member taking, suffering or being subject to an Insolvency Event and such determination by the Board shall be conclusive, final and binding on the Company and the Members and each of them in the absence of fraud or manifest error

LIABILITY

17. The liability of each Member is limited to the amount, if any, unpaid on the Share held by it.

SHARE CAPITAL

18. Except with the authority of a Qualified Resolution, the issued Share Capital of the Company shall not exceed £42 divided into 42 Shares.
19. A Share may only be issued, allotted, transferred to or held by a Trustee or a person who is the owner and operator of a Club.
20. No person shall be entitled to hold or have an interest in more than one Share and no Associate of a Member shall hold or have an interest in any other Share.

21. In accordance with Section 570 of the 2006 Act, Section 561(1) of the 2006 Act shall be excluded from applying to the Company.
22. No Share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.
23. Except as required by law or as otherwise provided by these Articles, no person other than a Trustee is to be recognised by the Company as holding any Share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a Share other than the holder's absolute ownership of it and all the rights attaching to it.
24. A Trustee shall not be permitted, by virtue of his being the holder of a Share, to attend at or vote at a General Meeting, shall not be entitled to receive payment of any fee or dividend by or from the Company and the Share held by him shall be disregarded for all purposes in determining whether the required majority or number of votes for any purpose on terms of these Articles has been cast or achieved.

SHARE CERTIFICATES

25. The Company must issue each Member, free of charge, with a certificate in respect of the Share which that Member holds.
26. Every certificate must specify:
 - 26.1. the nominal value of the Share;
 - 26.2. that the Share is fully paid; and
 - 26.3. any distinguishing number assigned to the Share.
27. If more than one person holds a Share, only one certificate may be issued in respect of it.
28. Certificates must be executed in accordance with the Companies Acts and the Requirements of Writing (Scotland) Act 1995.
29. If a Share certificate in respect of a Member's Share is damaged or defaced or said to be lost, stolen or destroyed, the Member is entitled to be issued with a replacement certificate in respect of the same Share.
30. A Member exercising the right to be issued with such a replacement certificate:
 - 30.1. must return the certificate which is to be replaced to the Company if it is damage or defaced; and
 - 30.2. must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Board decides.

TRANSFER OF SHARES

31. Subject to these Articles, Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor. The transferor remains the holder of a Share until the transferee's name is entered in the register of Members as holder of it.
32. If the Board shall determine that:
- 32.1. a Member (other than a Trustee) shall have ceased to be the owner and operator of a Club;
 - 32.2. the Club owned and operated by a Member (other than a Trustee) shall have ceased for any reason to participate in the League;
 - 32.3. a Member has taken, suffered or been subject to an Insolvency Event;
 - 32.4. a Member shall hold more than one Share;
 - 32.5. it is appropriate to transfer a Share from one Trustee to another Trustee; and/or
 - 32.6. the Club owned and operated by a Member (other than a Trustee) shall have ceased for any reason to be a member of the League,
- then such Member shall cease to be entitled to hold a Share and the Board may give notice by document to that Member requiring it to transfer its Share to a Trustee or as the case may be, other Trustee;
33. Except where the transfer of a Share is:
- 33.1. occasioned, in accordance with the Rules, by the promotion of a Football club to the League and relegation of a Club from the League; or
 - 33.2. made in accordance with a transfer pursuant to Articles 32 or 36,
- the approval of the Board shall be required before the transfer of any Share shall be registered and the Board may, in its absolute discretion, refuse to approve the registration of the transfer of any such Share or attach any conditions to such approval as the Board may, in its absolute discretion, think appropriate.
34. The Board shall not approve the registration of the transfer of a Share for the purposes of Article 33 unless the Board shall first be satisfied that there exists no circumstance in which the Board shall in terms of Article 35 refuse to approve the registration of the transfer of the Share.
35. Except in the case of a transfer of a Share to a Trustee, the Board shall refuse to approve the registration of the transfer of a Share:-

- 35.1. to a person who the Board is not satisfied is or, at the time that the transferee will be entered in the Company's Register of Members as the holder of the Share, will be the owner and operator of a Club;
- 35.2. unless the instrument of transfer is lodged at the Office or at such other place as the Board may appoint and is accompanied by the certificate for the Share to which it relates;
- 35.3. if the transferor and/or transferee shall fail to provide such evidence as the Board may require to demonstrate to the satisfaction of the Board the respective rights of the transferor to make the transfer and the transferee to become a Member;
- 35.4. if the instrument of such transfer is in respect of more than one Share; or
- 35.5. if the transferee or an Associate of the transferee shall own or have an interest in any other Share.

36. If a Member:

- 36.1. shall cease to be entitled to hold a Share;
- 36.2. shall take, suffer or be subject to an Insolvency Event; or
- 36.3. is a Trustee which has had a Share transferred to it pursuant to an earlier transfer in accordance with this Article 36,

then that Member or its manager, interim manager, receiver, administrative receiver, judicial factor, administrator, provisional liquidator, interim liquidator, liquidator or the equivalent in office or any other person entitled to the Share shall on receiving notice in writing from the Secretary following the Board determining that such notice should be issued by the Board and giving the identity of the proposed transferee, transfer the Share held by it or any of them to such transferee at the price of £1 and the Club owned and operated by such Member (if any) and if still a member of the League shall, on the giving of such notice, cease to be a member of the League and the Club owned and operated by the transferee shall on the transfer of the Share being registered become a member of the League on such date, on such conditions and playing in such Division as the Board may in its absolute discretion think appropriate..

- 37. The Board shall be entitled, at any time following the final League fixture in any Season, to require a Member to transfer its Share, at a price of £1, upon the Club owned and operated by that Member ceasing to be entitled to participate in the League as a result of its relegation from the League.
- 38. As and from the date of a Member being required in terms of these Articles to transfer its Share or its Share being transferred it shall, save in relation to Article 39, have no rights in relation to such Share and shall cease to be entitled to be and remain the holder of such Share.

39. Subject to these Articles and the Rules, the transfer by a Member of a Share shall not of itself prejudice any accrued entitlement to receive any sum from the Company in accordance with these Articles and the Rules.
40. Whenever a requirement to transfer a Share shall arise, if the relevant Member shall fail to transfer its Share within three (3) days of notice having been given of the requirement to so transfer, the Board may authorise any Director to execute a transfer thereof and a transfer so executed shall be valid and effective as if the same had been executed by the Member concerned and the transferee shall on payment of the sum of £1 to the Secretary to be held in trust for the transferor be entered in the register of Members as the holder of such Share.
41. Save as provided in Article 30.2, no fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any Share.
42. If the Board refuse to approve the registration of the transfer of a Share, the Board shall after such refusal send to the transferor and transferee notice of the refusal setting out the reason(s) for such refusal.
43. The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer for which registration is refused shall be returned to the person lodging it when notice of the refusal is given.

ALTERATION OF SHARE CAPITAL

44. The Company may by Qualified Resolution cancel Shares which, at the date of the passing of the Qualified Resolution, have not been taken or agreed to be taken by the owner and operator of a Club and diminish the amount of its Share capital by the amount of the Shares so cancelled.
45. Subject to the provisions of the 2006 Act and these Articles, the Company may by Qualified Resolution reduce its Share capital, any capital redemption reserve and any Share premium account.

GENERAL MEETINGS

46. The Board shall be entitled to call General Meetings and shall normally convene General Meetings on four occasions during the Season on dates to be fixed by the Board. Additionally on the requisition of any three (3) Members, the Board shall as soon as reasonably practicable proceed to convene a General Meeting of the Members for a date not less than thirty five (35) days after receipt of the requisition.
47. The Board shall normally convene the Annual General Meeting during the Close Season.
48. The provisions of Articles 46 and 47, 49 to 59 (inclusive), 67 to 73 (inclusive) and of Articles 75 to 84 (inclusive) may be supplemented by provisions of the Rules from

time to time for the purposes of the regulation of the procedure at meetings of the Members.

NOTICE OF GENERAL MEETINGS

49. The Annual General Meeting or a General Meeting shall be called by at least fourteen (14) clear days' notice save for a meeting called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote being a majority together holding not less than 90% in nominal value of the issued Shares giving that right.
50. The notice shall specify the time and place of the General Meeting, the general nature of the business to be transacted and shall include a statement that a Member entitled to attend and vote is entitled to appoint one proxy to attend and vote instead of that Member and that a proxy need not also be a Member and in the case of an Annual General Meeting, shall specify the meeting as such.
51. Subject to the provisions of these Articles and to any restrictions imposed on any Shares, notice of all General Meetings shall be given to all the Members, to all persons entitled to a Share in consequence of the insolvency of a Member, to all members of the Board and to the auditors for the time being of the Company.
52. Without prejudice to the provisions of Article 54, every Member shall attend (whether in person, by proxy or by duly authorised representative in accordance with these Articles) at every General Meeting.
53. The accidental omission to give notice of a General Meeting to or the non-receipt of notice of a General Meeting by, any Member or person entitled to receive notice shall not invalidate the proceedings at that General Meeting.

PROCEEDINGS AT GENERAL MEETINGS

54. No business shall be transacted at any General Meeting unless a quorum is present at the time when the General Meeting proceeds to business.
55. Save as otherwise provided in these Articles, eight in number of the Members who are entitled to be present and vote, who are present by a duly authorised representative or by proxy shall be the quorum for a General Meeting for all purposes. In determining attendance at a General Meeting, it is immaterial whether any eight or more Members attending it are in the same place as each other. Eight or more persons who are not in the same place as each other attend a General Meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them. The Board may make whatever arrangements it considers appropriate to enable those attending a General Meeting to exercise their rights to speak or vote at it.
56. If such a quorum is not present within half an hour from the time appointed for the General Meeting, or if during a meeting such a quorum ceases to be present, or if a

quorum attends a General Meeting at which a Qualified Resolution is to be considered but the Members comprising such quorum are insufficient in number validly to pass the Qualified Resolution, the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine and at such adjourned meeting those persons present shall be deemed to form a quorum notwithstanding the provisions of Article 55. The foregoing provisions of this Article shall not in any way reduce or alter the majority required to pass a resolution in terms of these Articles.

57. The Chairman shall preside as the chairman of every General Meeting. If the Chairman is unable or not willing to act as chairman, the Members present shall choose one of their representatives to be chairman.
58. A Director shall, notwithstanding that he is not a Member representing a Member or the proxy of a Member, be entitled to attend and speak at any General Meeting. The Chairman of the meeting may permit other persons who are not Members of the Company or otherwise entitled to exercise the rights of Members in relation to General Meetings, to attend and speak at a General Meeting.
59. The Chairman may, with the consent of a General Meeting and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place. Whenever a General Meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, no person shall be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned General Meeting. No business shall be transacted at an adjourned General Meeting other than business that might properly have been transacted at the meeting had the adjournment not taken place.
60. Except where the 2006 Act specifies that a particular resolution of the Company requires otherwise or as otherwise provided in these Articles, not less than 75% of the Members owning and operating Clubs entitled for the time being to be the members of Division One; 75% of the Members owning and operating Clubs entitled for the time being to be the members of Division Two; and 75% of the Members owning and operating Clubs entitled for the time being to be the members of Divisions Three and Four, whether all the Members of the Company actually attend and vote or not, shall be required for the passing of all Ordinary Resolutions of the Company and for the giving of all consents, approvals or the like considered at a General Meeting.
- 61.1 Subject to Article 61.2, where an Ordinary Resolution before a General Meeting, including a resolution proposing an amendment to a provision of the Rules, is not a special resolution, Qualified Resolution or a Commercial Resolution and it exclusively relates to or concerns a matter which is relevant to only one or as the case may be, more specific Divisions, of which the Chairman failing whom the chairman of the relevant meeting, shall be the sole judge, not less than 75% of the Members owning and operating Clubs entitled for the time being to be the members of each of the relevant Division or as the case may be, Divisions, whether

all of the relevant Members of the Company actually attend and vote or not, shall be required for the passing of the resolution.

- 61.2 Notwithstanding the other provisions of these Articles only the Members owning and operating Clubs for the time being entitled in terms of the Rules to be members of Division One shall be entitled to vote on Ordinary Resolutions concerning or relating to any Division One/Division Two Play-Off Competition, including on and in respect of any resolution proposing any change to the Rules concerning or relating to any Division One/Division Two Play-Off Competition.
62. A Qualified Resolution, shall be required for the passing of a resolution in respect of the following Reserved Matters:-
- 62.1. the expulsion of a Club from the League;
 - 62.2. the passing of a resolution to wind-up the Company or to approve the presentation by the Company and/or its Directors to the Court of a Petition to wind-up the Company;
 - 62.3. any alteration to the authorised or issued share capital of the Company (other than as a result of the transfer of any share in the Company made in accordance with these Articles);
 - 62.4. any alteration, variation or modification of these Articles, Rules C1, C2, C3, C42, C43, G16 and/or Section I (whole) of the Rules and/or any other part of the Rules the alteration, variation or modification of which would have the effect of altering, varying or modifying a provision or provisions in Rules C1, C2, C3, C42, C43, G16 and/or Section I (whole) of the Rules and/or of these Articles and/or the adoption of a new, substitute or different Rules C1, C2, C3, C42, C43, G16 and/or Section I (whole) of the Rules and/or of these Articles;
 - 62.5. any expansion of the League by the addition or admission of new members (other than as a result of the operation of the Rules governing promotion and relegation to and from the League);
 - 62.6. any alteration in the number of members of the League (other than as a result of a member ceasing to be a member of the League in accordance with the Rules and/or these Articles); and
 - 62.7. the issue and/or allotment of a Share.
63. A Commercial Resolution, shall be required for the passing of a resolution in respect of the following Reserved Matters:-
- 63.1. the approval of the entering into by the Company of a Commercial Contract; and

- 63.2. the approval of the entering into by the Company of a Limited Commercial Contract.
64. An Ordinary Resolution, shall be required for the passing of a resolution in respect of the following Reserved Matters:-
- 64.1. any alteration, variation or modification of the Rules, except for Rules C1, C2, C3, C42, C43, G16 and/or Section I (whole) and/or any other part of the Rules the alteration, variation or modification of which would have the effect of altering, varying or modifying a provision or provisions in Rules C1, C2, C3, C42, C43, G16 and/or Section I (whole) of the Rules or the adoption of a new, substitute or different Rules C1, C2, C3, C42, C43, G16 and/or Section I (whole) of the Rules;
- 64.2. any matter not provided for in Articles 62, 63 and in this Article 64 which in terms of these Articles or the Rules requires to be determined by the Company in General Meeting; and
- 64.3. such other matter as the Company in General Meeting may from time to time determine to be a Reserved Matter.
65. A Qualified Resolution, Commercial Resolution or Ordinary Resolution to be proposed at a General Meeting may be amended by a vote in favour by the majority of the Members present at the General Meeting (whether in person, by proxy or by duly authorised representative in accordance with these Articles) and entitled to vote on the Resolution if:
- 65.1. notice of the proposed amendment is given to the Company by the Board or a Member entitled to vote on the Resolution at or before the General Meeting at which it is to be proposed and prior to the vote on the Resolution; and
- 65.2. the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution.
66. A special resolution to be proposed at a General Meeting may be amended by a vote in favour of the majority of the Members present at the General Meeting (whether in person, by proxy or by duly authorised representative in accordance with these Articles) if:
- 66.1. the Chairman of the meeting proposes the amendment at the General Meeting at which the resolution is to be proposed; and
- 66.2. the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
67. 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.

68. A resolution put to the vote of a General Meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, a poll is duly demanded.
69. Subject to the provisions of the 2006 Act, a poll may be demanded by:-
- 69.1. the Chairman;
 - 69.2. the Board; or
 - 69.3. at least two Members having the right to vote on the resolution,
- and a demand by a person as proxy for a Member shall be the same as a demand by the Member. A poll must be taken immediately and in such manner as the Chairman of the meeting directs.
70. Unless a poll is duly demanded, a declaration by the Chairman that a resolution has been carried or carried unanimously or by a particular majority or lost, or not carried by a particular majority, and an entry to that effect in the minutes of the General Meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
71. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
72. A poll shall be taken as the Chairman directs and he may fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the General Meeting at which the poll was demanded.
73. A poll demanded on any question shall be taken forthwith. The demand for a poll shall not prevent the continuance of a General Meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the General Meeting shall continue as if the demand had not been made. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the General Meeting at which it is demanded. In any other case at least seven (7) clear days' notice shall be given specifying the time and place at which the poll is to be taken.

WRITTEN RESOLUTIONS

74. A resolution of the Members or as the case may be the eligible Members (as defined in section 289(1) of the 2006 Act), as provided for in these Articles, may be passed as a written resolution in accordance with Chapter 2 of Part 13 of the 2006 Act by such number of Members as may be equal to or greater than the number of Members required for a Qualified Resolution, Commercial Resolution, Ordinary Resolution or special resolution (as the case may be) to be passed and shall be as

valid and effective as if it had been passed at a General Meeting duly convened and held. A proposed written resolution lapses if it is not passed by the requisite majority of such eligible Members before the end of the period of 28 days beginning with the circulation date (as defined in section 290 of the 2006 Act).

VOTES OF MEMBERS

75. Subject to any rights or restrictions attached to any Share and Article 24, every Member present whether in person or by a representative or proxy shall have one vote whether on a show of hands or on a poll. The Chairman shall not have a second or casting vote.
76. No objection shall be raised to the qualification of any voter except at the General Meeting or adjourned General Meeting at which the vote objected to is tendered, and every vote not disallowed at the General Meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision on the validity of same shall be final and conclusive.
77. Any corporation which is a Member of the Company may (pursuant to Section 323 of the 2006 Act), by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any General Meeting of the Company and the person so authorised shall be entitled to exercise the same power on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member.
78. Proxies may only validly be appointed by a document which:
 - 78.1. states the name and address of the Member appointing the proxy;
 - 78.2. identifies the person appointed to be that Member's proxy and the General Meeting in relation to which that person is appointed;
 - 78.3. is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Board may determine; and
 - 78.4. is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the General meeting to which they relate.
79. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions. Unless a proxy notice indicates otherwise, it must be treated as allowing the person appointed under it as a proxy discretion as to how to vote on ancillary or procedural resolutions put to the meeting, and appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the meeting itself.
80. The instrument appointing a proxy and any authority under which it is executed may be deposited at the Office or with the Secretary and/or received by the

Secretary at any time before the time of the General Meeting for which the proxy is to be used. The Board may treat a facsimile transmission or other electronic copy of an instrument appointing a proxy as a proxy for the purposes of this Article. Any instrument of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

81. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a General Meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
82. An appointment under a proxy notice may be revoked by delivering to the Secretary a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
83. The Chairman may in his discretion permit the appointment of a proxy other than as provided herein if circumstances arise which prevent a Member attending or being represented at a General Meeting.
84. A vote given or poll demanded by proxy or by the duly authorised representative of a Member shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of such termination was received by the Company at the Office or at such other place at which the instrument of proxy was duly deposited before the commencement of the General Meeting or adjourned General Meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the General Meeting or adjourned General Meeting) the time appointed for taking the poll.

NUMBER AND APPOINTMENT OF DIRECTORS

85. The minimum number of Directors shall be two.
86. The Board shall comprise:-
 - 86.1. a Chairman;
 - 86.2. a Chief Executive;
 - 86.3. a Non-Executive Director;
 - 86.4. three Directors appointed by Members owning and operating Clubs entitled for the time being to be the members of Division One;
 - 86.5. two Directors appointed by Members owning and operating Clubs entitled for the time being to be the members of Division Two; and

- 86.6. one Director appointed by Members owning and operating Clubs entitled for the time being to be the members of Divisions Three and Four.
87. The Chairman, the Non-Executive Director and the Chief Executive may not be a director, other office holder or employee of any Member nor an Official or employee of any club (as defined in articles of association of the Scottish FA) without the prior consent of the Company by Ordinary Resolution.
88. The Chairman and his Associates, the Non-Executive Director and his Associates and the Chief Executive and his Associates shall not be permitted to hold any share or shares or have or hold any other interest in any Member nor any club as defined in article 1 of the articles of association of the Scottish FA without the prior consent of the Company by Ordinary Resolution.
89. The Chairman, Non-Executive Director and Chief Executive shall be appointed to their respective offices and as Directors by and may be removed from such office and as a Director by the Board.
90. The Directors in office at the date of adoption of these Articles shall each remain in office as such Directors unless and until removed or replaced in office in terms of these Articles or the 2006 Act or, in the case of the four Directors holding office pursuant to article 54(iv) of the articles of association of the Company in effect prior to the adoption of these Articles, until the Annual General Meeting of the Company in 2013.
91. The six Directors provided for in Articles 86.4, 86.5 and 86.6 shall retire from office at every Annual General Meeting but shall be eligible for re-appointment. In the event that a vacancy arises in an office of Director between Annual General Meetings such vacancy shall be filled at the next General Meeting.
92. Except in the case of the Annual General Meeting in 2013, no person shall be appointed or re-appointed as a Director (other than the Chairman, the Chief Executive and the Non-Executive Director) at a General Meeting unless not less than fourteen (14) days before the date appointed for that General Meeting, a notice executed by a Member entitled in terms of Articles 86.4, 86.5 or 86.6 to participate in making the relevant appointment or appointments has been given to the Company of the intention to propose that person for appointment or re-appointment as a Director at that General Meeting. At the Annual General Meeting in 2013, no person shall be appointed or re-appointed as a Director (other than the Chairman, the Chief Executive and the Non-Executive Director) at a General Meeting unless a notice executed by a Member entitled in terms of Articles 86.4, 86.5 or 86.6 to participate in making the relevant appointment or appointments has been given to the Company at or before the meeting and prior to the appointment of Directors at the meeting of the intention to propose that person for appointment or re-appointment as a Director at that meeting.
93. Subject to these Articles, any person who is fit and proper to hold such office may be appointed and hold office as a Director.

94. A person shall be deemed to be fit and proper to be appointed and hold office as a Director unless:-
- 94.1. he is or has been sequestered and has not been discharged or makes or has made or enters or has entered into and has not discharged or released from any trust deed, arrangement or composition with his creditors;
 - 94.2. he is or becomes of unsound mind and has been or is to be admitted to hospital as suffering from a mental disorder following an application for compulsory admission for treatment;
 - 94.3. a Court having jurisdiction in the United Kingdom or elsewhere has ordered in matters relating to mental disorder, his detention or the appointment of any person to exercise power with regard to his property or affairs;
 - 94.4. a person has by reason of any lack or impairment of mental capacity or faculties had a person appointed to him to manage his affairs;
 - 94.5. he is under or is pending suspension imposed or confirmed by the Scottish FA;
 - 94.6. he is or has been convicted of any offence not being a road traffic offence and is determined by the Board not to be fit and proper to hold office as a Director;
 - 94.7. in respect only of the Directors other than the Chairman, Non-Executive Director and Chief Executive, he is listed in the Official Return of more than one club in full or associate membership of the Scottish FA;
 - 94.8. in respect only of the Chairman, Non-Executive Director or Chief Executive, he is listed in the Official Return of any club in full or associate membership of the Scottish FA;
 - 94.9. in respect only of the Directors other than the Chairman, Non-Executive Director and Chief Executive, he is not or ceases during his office as Director (i) to be a director of a Member; or (ii) in the case of a Member which is not a limited company, to be the owner and operator of a Club, a partner in a partnership which owns and operates a Club or a member of the committee of management or equivalent of an unincorporated association which is the owner and operator of a Club; or
 - 94.10. he is participating as a player or referee in organised association football.
95. The process to be adopted in appointing the Directors provided for in Articles 86.4, 86.5, 86.6 and 91 shall be as follows:-

- 95.1. where at any General Meeting there is a vacancy or vacancies in the office of such Director and two or more candidates for such vacancies have been proposed each Member entitled in terms of Articles 86.4, 86.5 and 86.6 to participate in making the relevant appointment or appointments shall have the same number of votes in the appointment process as there are vacancies remaining to be filled by such Members;
 - 95.2. voting by the Members entitled to vote in making the relevant appointment or appointments shall take place in rounds until all of the vacancies available to be filled by such Members have been filled;
 - 95.3. a candidate shall be appointed as Director in the event that he receives in any round of voting votes from 66% or more of the total number of Members entitled to vote in making the relevant appointment or appointments;
 - 95.4. if, in any round of voting, no candidate shall achieve votes from 66% or more of the total number of Members entitled to vote in making the relevant appointment or appointments then the candidate with the lowest number of votes in that round shall not take part in any further rounds of voting;
 - 95.5. if in any round two or more candidates achieve votes from 66% or more of the total number of Members entitled to vote in making the relevant appointment or appointments then providing there are sufficient remaining vacancies both or all, as the case may be, shall be appointed;
 - 95.6. in the event that after any round of voting there remains insufficient vacancies then the candidate or candidates, as appropriate, with the greatest number of votes shall be appointed to the number of remaining vacancies;
 - 95.7. in the event that an equality of votes exists in any round between two or more candidates and, for any reason, a decision requires to be made between those candidates, then the candidate or, as the case may be, candidates having the greater number of votes in the immediately preceding round or in the event of continuing equality earlier rounds, counting back in turn from the immediately preceding round, shall be appointed or, as the case may be, shall take part in any further rounds of voting; and
 - 95.8. a Member shall not be entitled to cast more than one vote for any one candidate in any round of voting in which such member is entitled to participate.
96. Where at any General Meeting there remains any vacancy or vacancies in the office of Director (other than the Chairman, the Chief Executive and the Non-Executive Director) and no candidate or candidates achieves 66% or more of the total number of Members entitled to vote in making the relevant appointment or appointments

then after such number of re-votes as the Chairman shall think appropriate, the vacancy or vacancies shall remain unfilled and it shall be open to Members entitled in terms of Articles 86.4, 86.5 and 86.6 to participate in making the relevant appointment or appointments to propose candidates for appointment to such vacancy or vacancies at the next General Meeting.

97. The terms and conditions relating to the employment and appointment or re-appointment of the Chief Executive shall be determined by the Board and shall be contained in the Chief Executive's service contract.

POWERS OF THE BOARD

98. Subject to these Articles, the Board is responsible for the management of the Company's business, for which purpose it may exercise all the powers of the Company.

99. The Board shall, subject to Article 100:-

- 99.1. take such executive steps as it considers necessary to manage the affairs of the Company;
- 99.2. subject to these Articles and the Rules, exercise all powers of the Company;
- 99.3. exercise all the powers of the Company to borrow or raise money and to mortgage or charge its assets and to issue debenture stock and other debt securities as security for any debt, liability or obligation of the Company or of any third party;
- 99.4. exercise all the powers and discharge all the functions of the Board provided for in these Articles and the Rules and the Regulations;
- 99.5. manage and the operate of the League in accordance with these Articles and the Rules;
- 99.6. manage and the operate the League Cup and any other competitions operated by the Company in accordance with these Articles, the Rules and the Regulations;
- 99.7. from time to time make, amend and revoke Regulations for the operation and commercial exploitation of the League Cup and any other competition operated by the Company;
- 99.8. from time to time make, amend and revoke the Player Registration, Transfer and Contract Regulations;
- 99.9. in relation to the operation of the League, the League Cup and any other competitions operated by the Company, be entitled to make such arrangements, adopt such procedures and make such determinations as

it considers appropriate in circumstances where the Rules or Regulations, as the case may be, do not direct or provide for the manner in which the League, League Cup or other competition operated by the Company should proceed or be operated;

- 99.10. make, on behalf of the Company, appointments to offices, committees, boards, and the like and representatives of the Company within and to third party organisations, including, without prejudice to the foregoing generality, to the Council of the Scottish FA and to the Scottish FA Professional Game Board;
 - 99.11. determine whether to employ or terminate the employment of all employees of the Company and determine the terms and conditions on which such employees are to be employed and any variation to such terms and conditions and the terms, if any, on which the employment of such employees shall terminate or has been terminated;
 - 99.12. from time to time make, amend and revoke Rules of Procedure; and
 - 99.13. make such recommendations to the Members on such matters as it considers appropriate.
100. The Board shall not:-
- 100.1 determine a Reserved Matter without the prior approval of the required percentage(s) of the relevant Members in General Meeting; and
 - 100.2 by Regulation or any other arrangement, procedure, determination or otherwise, make or purport to make any provision which would have the effect directly or indirectly of introducing or providing for (a) a limit, restriction or composition or quota of the squad of Players of any Club eligible, entitled or permitted to Play in any one or more League Matches in any Season based on a Homegrown Players Rule or any like or similar concept or criteria or otherwise; (b) Salary Cap or any like or similar concept or criteria or otherwise; (c) Squad Cap or any like or similar concept or criteria or otherwise; and/or (d) Under 21 Rule or any like or similar concept or criteria or otherwise
101. Any alteration of the Articles shall not invalidate any prior act of the Board which would have been valid if that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Board by the Articles.

DELEGATION OF THE BOARD'S POWERS

102. Subject to these Articles, the Board may from time to time delegate to a Director, Secretary or a committee comprising Directors and/or persons co-opted thereto, such of its powers as the Board consider desirable to be exercised by him or it. If the Board so specifies, any such delegation may authorise further delegation of the

Boards' powers by any person to whom they are delegated. The Board may revoke any delegation in whole or part, or alter its terms and conditions.

103. The Board shall appoint and maintain an Audit Committee and a Remuneration and Appointments Committee. Each of the chairmen of these committees shall be a Director.
104. The Audit Committee shall review and report to the Board on the accounting policies and procedures of the Company, its internal financial control systems and its compliance with statutory requirements, shall consider any matter raised by the Company's auditors and shall undertake such further responsibilities as may be delegated, requested or specified in its terms of reference or otherwise, all as determined by the Board.
105. The Remuneration and Appointments Committee shall consider and make recommendations to the Board on the remuneration of Directors, the appointment of the Chairman, Non-Executive Director and Chief Executive, the remuneration and terms and conditions of employment of the employees of the Company and shall undertake such further responsibilities as may be delegated, requested or specified in its terms of reference or otherwise, all as determined by the Board.
106. Committees to which the Board delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by the Board.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

107. A Director shall be deemed to have vacated his office of Director if he shall die, resign office, the Board shall, in accordance with Article 108 have determined that the Director concerned has ceased to be a fit and proper person to hold such office, or, in the case of the Chief Executive, the Director has ceased to be employed by the Company under a contract of service.
108. The Board may determine that a Director has ceased to be a fit and proper person to hold such office if and only if the Board determines that any one or more of the events listed in Articles 94.1 to 94.10 (inclusive) has occurred.

REMUNERATION OF DIRECTORS

109. Directors may undertake any services for the Company that the Board decides.
110. The Directors shall be entitled to such remuneration and on such basis as the Board may from time to time determine for:
 - 110.1. their services to the Company as Director; and
 - 110.2. any other service which they undertake for the Company.

111. Subject to these Articles, a Director's remuneration may:
- 111.1. take any form; and
 - 111.2. include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
112. Unless the Board decides otherwise, Directors' remuneration accrues from day to day.
113. Unless the Board decides otherwise, the Directors are not accountable to the Company for any remuneration which they receive as director or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

DIRECTORS' EXPENSES

114. The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:
- 114.1. meetings of Directors or committees of Directors;
 - 114.2. General Meetings; or
 - 114.3. separate meetings of the holders of any class of Shares or of debentures of the Company,
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

DIRECTORS' INTERESTS

115. A Director who is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other Directors at a Board meeting before the Company enters into the transaction or arrangement in accordance with the 2006 Act.
116. A Director who is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other Directors at a Board meeting as soon as is reasonably practicable, unless the interest has already been declared under Article 115 in accordance with the 2006 Act.
117. If a declaration made under Article 115 or 116 proves to be, or becomes, inaccurate or incomplete, a further declaration must be made under Articles 115 or 116, as appropriate.

118. A Director need not declare an interest in proposed or existing transactions or arrangements with the Company where:-
- 118.1. that cannot reasonably be regarded as likely to give rise to a conflict of interest;
 - 118.2. of which the Director in question is not aware;
 - 118.3. if, or to the extent that, the other Directors are already aware of such interest (and, for this purpose, the other Directors are treated as being aware of anything of which they ought reasonably to be aware); or
 - 118.4. if, to the extent that, it concerns the terms of his service contract (as defined in section 227 of the 2006 Act) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose of these Articles.
119. Subject to the provisions of the 2006 Act and provided that he has declared to the Board at a Board meeting the nature and extent of any direct or indirect interest of his in accordance with this Article 119 or where Article 118 applies and no declaration of interest is required, a Director notwithstanding his office:-
- 119.1. may be a party to, or otherwise be interested in, directly or indirectly, any transaction or arrangement with the Company or in which the Company is directly or indirectly interested;
 - 119.2. may act by himself or through his firm or limited partnership in a professional capacity for the Company or hold any other office or place of profit with the Company (otherwise than as auditor) in conjunction with his office of Director, and in any such case on such terms as to remuneration, for such period and otherwise as the Board may decide;
 - 119.3. shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit;
 - 119.4. may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise be interested in, any body corporate in which the Company is directly or indirectly interested; or
 - 119.5. be or become a Director of any other company in which the Company does not have an interest and which cannot reasonably be regarded as giving rise to a conflict of interest at the time of his appointment as a Director of that other company.
120. The Board may authorise any matter proposed to it by a Director at a Board meeting which would, if not so authorised, involve a breach of duty by that Director under section 175 of the 2006 Act, including, without limitation, any matter which

relates to a situation in which a Director has, or could have, a direct or indirect interest which conflicts, or possibly may conflict, with the interests of the Company.

121. The Director in question seeking authorisation in respect of such a conflict of interest must declare to the Board at a Board meeting the nature and extent of his interest in that conflict of interest as soon as reasonably practicable.
122. Any authorisation under Article 120 shall be effected in the same way that any other matter may be proposed to and resolved upon by the Board in accordance with these Articles and will be effective only if:-
 - 122.1. it is given in accordance with the 2006 Act;
 - 122.2. any requirement as to the quorum at the meeting at which the matter is considered is met without counting the Director in question or any other Director interested in the matter under consideration; and
 - 122.3. the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.
123. The Board may give any authorisation under Article 120 upon such terms, for such duration and may impose such limits or conditions as it thinks fit and may vary or terminate any such authorisation at any time.
124. No declaration of interest shall be required by a Director in relation to any matter that has been authorised by the Board under Article 120 or where Article 118 applies.
125. A Director shall be under no duty to the Company with respect to any information, which he obtains or has obtained, otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person. In particular, the Director shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the 2006 Act because he:-
 - 125.1. fails to disclose any such information to the Board or to any Director or other officer or employee of the Company; and/or
 - 125.2. does not use or apply any such information in performing his duties as a Director of the Company.

However, to the extent that his relationship with that other person gives rise to a conflict of interest or possible conflict of interest, this paragraph applies only if the existence of that relationship has been authorised by the Board pursuant to Article 120.

126. Save as otherwise provided by these Articles, a Director shall not vote on or be counted in the quorum in relation to a resolution of the Board or committee of the Board concerning a matter in which he has a direct or indirect interest which is, to his knowledge, a material interest (otherwise than by virtue of his interest in shares

or debentures or other securities of or otherwise in or through the Company), but this prohibition does not apply to any resolution where that interest cannot reasonably be regarded as likely to give rise to a conflict of interest.

127. If a question arises at a meeting as to the materiality of a Director's interest (other than the interest of the chairman of the meeting) or as to the entitlement of a Director (other than the chairman of the meeting) to vote or be counted in a quorum, and the question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, the question shall be referred to the chairman of the meeting and his ruling in relation to the Director concerned is conclusive and binding on all concerned.
128. Subject to the 2006 Act, the Company may by Ordinary Resolution suspend or relax the provisions of Articles 115 to 127 (inclusive) to any extent.
129. Subject to the 2006 Act, the Company may by Ordinary Resolution ratify any transaction or arrangement not properly authorised by reason of a contravention of Articles 115 to 128 (inclusive).

PROCEEDINGS OF THE BOARD

130. The Board shall meet at least monthly and more frequently as may be required.
131. Subject to the provisions of the Articles and the Rules, the Board may regulate its proceedings as it thinks fit including by the establishment of committees of the Board.
132. A Director may, and the Secretary at the request of a Director shall, call a meeting of the Board. Notice of any Directors' meeting shall indicate:
 - 132.1. its proposed time and date;
 - 132.2. where it is to take place; and
 - 132.3. if it anticipated that Directors participating in the meeting will not be in the same place, how it is proposed they should communicate with each other during the meeting.
133. Notice of a Directors' meeting shall be given to each Director, but need not be in writing. Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven (7) days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
134. Questions arising at a meeting shall be decided by a majority of votes. Each Director shall, subject to the provisions of these Articles, have one vote. In the case of an equality of votes at Board Meetings, the chairman of the meeting shall have a second or casting vote, but this does not apply if, in accordance with these Articles,

the chairman or other Director chairing the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

135. At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting. The quorum for the transaction of the business of the Board shall be three (3) Directors present in person or deemed to be present in accordance with Article 140. If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision to appoint further Directors or to call a General Meeting so as to enable the Members to appoint further Directors.
136. A Meeting of the Board at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions for the time being vested in or exercisable by the Board.
137. The Chairman shall be the chairman of all meetings of the Board and in his absence the Directors shall themselves decide by majority who shall chair the Board meeting.
138. All acts carried out pursuant to a decision of the Board taken at a quorate and validly convened Board meeting, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of a Director or that he was disqualified from holding office, or had vacated office, or was not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
139. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board and may consist of several documents in the like or similar hard copy or electronic form sent by one or more Directors.
140. A meeting of the Board may consist of a conference between Directors who are in the same or different places, but all of whom are able (directly or by telephonic communication, by video conferencing or web conferencing or the equivalent or by any combination thereof) to speak to the others, and to be heard by the others simultaneously. Any Director taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the chairman of the meeting then is. The word "meeting" in these Articles and the Rules shall be construed accordingly.

SECRETARY

141. Subject to the provisions of the 2006 Act, the Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as the Board thinks fit and any Secretary so appointed may be removed from such office by the Board or by Resolution of the Members in General Meeting. In the event of the

absence of the Secretary for any reason the Board may designate a person to act in his stead as Secretary on a temporary basis.

MINUTES

- 142. The Secretary shall cause the minutes of General Meetings to be kept and to be circulated to Members within fourteen (14) days of the date of each such meeting.
- 143. The Secretary must ensure that the Company keeps a record, in writing, for at least ten (10) years from the date of the decision recorded, of every decision taken by the Board.
- 144. The Secretary shall cause minutes to be kept of all:-
 - 144.1. appointments of officers made by the Board; and
 - 144.2. proceedings at General Meetings and of meetings of the Board, including the names of the Members present in person, by proxy or by representative and the Directors present at each such meeting.

LEAGUE AND DIVISIONAL STRUCTURE

- 145. Not more than 42 Clubs shall compete in the League.
- 146. The Clubs from time to time in membership of the League shall be grouped into and play in Divisions as set out in the Rules.
- 147. The Divisions shall be known by such name, number and/or title as may be determined by the Board in consultation with the Members.
- 148. The League and each of the Divisions shall be operated and managed by the Board in accordance with these Articles and the Rules.

COMMERCIAL REVENUES, OTHER REVENUES AND FEE PAYMENTS TO CLUBS

- 149. Fee payments by the Company to Members will be made in accordance with these Articles.
- 150. Fees paid by the Company to Members are paid and to be paid in consideration of the rights, licenses, facilities and services, other than those for which a fee, royalty or other payment is agreed to be paid to a Club in terms of these Articles and the Rules for the purpose of enabling the Company to enter into and/or fulfil the Company's obligations under and in terms of a Limited Commercial Contract, provided and which shall be provided by Clubs in terms of these Articles and the Rules to facilitate the generation of Commercial Revenues and generally to enable the Company to fulfil its obligations under and in terms of Commercial Contracts.
- 151. The aggregate fee payments payable by the Company to Members in respect of a Season shall be equal to the Net Commercial Revenues (defined below) for the relevant Season

152. No fee payment out of Commercial Revenues will be made until there has been deducted therefrom or adequate provision as determined by the Board has been made and sufficient sums in respect of such provision have been retained by the Company, to cover all costs and operating expenses involved in administering, organising, running and/or managing the League, the League Cup, any other competition operated by the Company for and during the relevant Season and the Company, including, without limitation, wages and salaries, office running costs, advertising costs and any other costs or expenses directly or indirectly arising from the creation, establishment, administration and operation of the League, the League Cup, any other competition operated by the Company and the Company, and any Parachute Payment and/or Pyramid Play-Off Parachute Payment made to or provided for any Club and any loan, payment or advance made or to be made by the Company, cost, expense or liability incurred or to be incurred by the Company or provision or allowance which the Board considers it appropriate for the Company to provide for or make.

153.1 The whole of the Net^{153.3} Commercial Revenues referable to any one Season shall, subject to Article 154, be paid as fee payments to the Clubs participating in the League during the relevant Season in accordance with their respective League positions, determined in accordance with the Rules, as set out in Table A in Article 153.2.

153.2 Table A

League Position	Percentage Share
1	13.40%
2	9.60%
3	8.25%
4	7.25%
5	6.75%
6	6.25%
7	5.75%
8	5.50%
9	5.25%
10	5.00%
11	4.75%

12	4.50%
13	2.25%
14	1.90%
15	1.60%
16	1.30%
17	1.00%
18	0.90%
19	0.85%
20	0.80%
21	0.75%
22	0.70%
23	0.50%
24	0.43%
25	0.35%
26	0.34%
27	0.33%
28	0.32%
29	0.31%
30	0.30%
31	0.29%
32	0.28%
33	0.27%
34	0.26%
35	0.25%
36	0.24%

37	0.23%
38	0.22%
39	0.21%
40	0.20%
41	0.19%
42	0.18%

153.3
154

In the event that: (i) the number of Clubs in the League in any Season is other than forty two; (ii) it shall be determined in accordance with the Rules that a Club shall not receive all or any part of a fee payment to which it would otherwise have been entitled in accordance with these Articles; (iii) a Club shall during the course of a Season cease to participate in the League; (iv) a Member shall cease to own and operate a Club; and/or (v) a Member's share shall be dealt with in accordance with Article 32 and/or Article 36, all for the purpose of this Article "Events", then the Board shall in its absolute discretion determine the most equitable basis, having regard to the interests of the League as a whole and the individual Clubs participating in the League for the whole of the Season, on which the payment of fees as provided for in these Article shall be modified, subject that such modification shall be limited in amount to not more than the amount of the fees which would have been payable to the Member(s) and/or Club(s) in respect of which an Event has occurred had it not been for the occurrence of the relevant Event, for and in respect of the relevant Season.

153.4
155

The application, payment, distribution and all other such matters relating to or concerning Other Revenues shall be determined by the Board. In such determinations the Board shall have regard to the circumstances, conditions and terms, if any, in which such Other Revenues were generated, earned, received, receivable or derived and any previous bases of application, payment and distribution of such Other Revenues and if paid in whole or in part to the Clubs shall be paid as fee payments.

RETAINED REVENUES

- 154 All Retained Revenues shall be retained solely by the individual Club which earns, generates or receives them and shall not be shared among the other Clubs or be paid or repayable to the Company provided that any Club receiving any Retained Revenues shall be responsible for and shall indemnify the Company against any additional costs or expenses incurred by the Company in facilitating or enabling such Club to receive such Retained Revenues.

PARACHUTE PAYMENTS AND PYRAMID PLAY-OFF PARACHUTE PAYMENTS

- 155 Parachute Payments to 11th placed Club in Division One

copy
WHL *SS* *SWG* *37* *LP*

5
157.1 Subject to Articles 157.2 and 157.3, fee payments, Parachute Payments, shall be made by the Company for each of the two Seasons immediately following relegation of any Club relegated from 11th place in Division One to Division Two as a consequence of losing a tie or ties in a Division One/Division Two Play-Off Competition from time to time of £500,000 in the first Season following such relegation and £250,000 in the second Season following such relegation. The Parachute Payments payable for each such Season shall be paid to the owner and operator of such Club at the commencement of the relevant Season(s) following relegation.

5
157.2 In the event that a Club is promoted back to Division One after having been relegated for only one Season no Parachute Payment for the purposes of Articles 157.1 or 158.1 shall be payable in respect of the second Season after its relegation.

5
157.3 In the event that the owner and operator of a Club relegated as set out in Article 157.1 or 158.1 ceases to be a Member of the Company and/or the Club concerned ceases to be a member of or participate in the League before all Parachute Payments due in terms of Article 157.1 or, as the case may be, Article 158.1 have been paid any Parachute Payment or part thereof otherwise payable shall cease to be payable and shall not be paid.

156 Parachute Payments to 12th placed Club in Division One

5
158.1 Subject to Articles 157.2, 157.3 and 158.2, fee payments, Parachute Payments, shall be made by the Company for each of the two Seasons immediately following relegation of any Club relegated from 12th place in Division One to Division Two from time to time of the lesser of £300,000 and 2.43% of the Net Commercial Revenues in the Season following such relegation and the lesser of £125,000 and 1.01% of the Net Commercial Revenues in the second Season following such relegation. The Parachute Payments payable for each such Season shall be paid to the owner and operator of such Club at the commencement of the relevant Season(s) following relegation.

157 Pyramid Play-Off Parachute Payments

7
159.1 Subject to Articles 159.2 and 159.3, fee payments, Pyramid Play-Off Parachute Payments, shall be made by the Company for each of the two Seasons following relegation of any Club relegated from the League from time to time of £40,000 in the first Season following relegation and £20,000 in the second Season following relegation. The Parachute Payments payable for each such Season shall be paid to the appropriate Club(s) at the commencement of the relevant Season(s) following relegation.

7
159.2 In the event that a Club is promoted to the League, after having been relegated for only one Season, it shall not receive any Pyramid Play-Off Parachute Payment in respect of the second Season after its relegation.

7
159.3 No Pyramid Play-Off Parachute Payments shall be paid or payable by the Company unless and until a sum equal to the amount of the relevant Pyramid Play-Off Parachute Payments otherwise payable shall first have been paid by the Scottish FA to the Company for the express purpose of reimbursing the Company in the amount of the relevant Pyramid Play-Off Parachute Payments.

VAT

158 All amounts specified in these Articles for payment are stated exclusive of VAT, if applicable.

RIGHTS TO PAYMENT

159 A Club shall remain entitled to receive payment of any accrued fees from the Company properly due or payable to it in terms of these Articles and the Rules following the owner and operator of that Club ceasing to be a Member of the Company through relegation.

TERMINATION OF MEMBERSHIP

160 No Club shall terminate its membership of the League unless it shall first have given two full Seasons notice in writing to the Secretary to the effect that it shall terminate its membership of the League.

161 Once given, written notice in terms of Article 162 may not be revoked or withdrawn by the Club except with the approval of the Company in General Meeting by Ordinary Resolution.

162 Any Club which is in breach of the provisions of Article 162 shall on demand indemnify the Company, on behalf of the other Clubs in the League, against all losses, damages, liabilities, costs or expenses suffered or incurred by such Clubs and/or the Company which result directly or indirectly from such breach (including, but 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 Company as a result of such breach).

163 The Company may by Qualified Resolution from time to time and upon such terms and conditions as it may think fit, expel or accept the retirement or resignation of any Club from the League.

CONFLICT BETWEEN ARTICLES AND RULES

164 In the event of any conflict between these Articles and the Rules, unless specifically stated in these Articles, the provisions of these Articles shall prevail.

[Handwritten signatures and initials]
S.B. W. SWG 39

EXECUTION OF DOCUMENTS

- 165 A document signed or subscribed by any Directors, any Director and the Secretary or any Director or the Secretary before a witness on behalf of the Company in accordance with the Requirements of Writing (Scotland) Act 1995 shall have effect notwithstanding that such document was not executed by the Company affixing any seal.

DIVIDENDS AND OTHER DISTRIBUTIONS

- 166 The Company may by Qualified Resolution declare dividends.
- 167 A dividend must not be declared unless the Board have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Board.
- 168 No dividend may be declared or paid unless it is in accordance with Members' respective rights.
- 169 The Board may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 170 Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means:
- 170.1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the Board decides;
 - 170.2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the Share), or (in any other case) to an address specified by the distribution recipient either in writing or as the Board decides;
 - 170.3 sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the Board decides; or
 - 170.4 any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the Board decides.
- 171 In these Articles, "the distribution recipient" means, in respect of a Share in respect of which a dividend or other sum is payable, the holder of the Share.
- 172 The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by the provisions of any other agreement between the holder of that Share and the Company.
- 173 All dividends or other sums which are:

- 173.1 payable in respect of Shares; and
- 173.2 unclaimed after having been declared or become payable,
- may be invested or otherwise made use of by the Board for the benefit of the Company until claimed.
- 174 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.
- 175 If:
- 175.1 twelve years have passed from the date on which a dividend or other sum became due for payment; and
- 175.2 the distribution recipient has not claimed it,
- the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.
- 176 Subject to the terms of issue of the Share in question, the Company may, by Qualified Resolution on the recommendation of the Board, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).
- 177 For the purposes of paying a non-cash distribution, the Board may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:
- 177.1 fixing the value of any assets;
- 177.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights or recipients; and
- 177.3 vesting any assets in trustees.
- 178 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect, but if:
- 178.1 the Share has more than one holder; or
- 178.2 more than one person is entitled to the Share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,
- the notice is not effective unless it is expressed to be given, and signed, by all the holders or person otherwise entitled to the Share.

ACCOUNTS

- 179 Except as provided by law or authorised by the Board or a Qualified Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member.

NOTICES

- 180 Any notice to be given to or by any person pursuant to the Articles shall, unless provided otherwise, be in writing. A Director shall be entitled to notice of Board meetings notwithstanding that he is temporarily outwith the United Kingdom provided he shall have informed the Company by written notice to the Office of the address to which such notice should be sent.
- 181 Any document may be served on or delivered to any Member by the Company in hand copy or electronic form either personally, or by sending it by post addressed to the Member at its registered address or by facsimile transmission or telex or email or other instantaneous means of transmission to a number provided by the Member for this purpose, or by electronic mail or other similar means of communication to an electronic address provided by the Member for this purpose, or by leaving it at its registered address addressed to the Member, or by any other means authorised in writing by the Member concerned.
- 182 Any document, which is sent by post, shall be deemed to have been served or delivered forty eight (48) hours after posting and, in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document otherwise than by post, or sent by facsimile transmission or telex or email or other instantaneous means of transmission, shall be deemed to have been served or delivered when it was left or sent.
- 183 A Member present, either in person or by proxy, at any General Meeting or of the holders of any class of Shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 184 A notice may be given by the Company to the persons entitled to a Share in consequence of the insolvency, administration or receivership of a Member by sending or delivering it, in any manner authorised by the Articles for the giving of notice to a Member, addressed to them by name or as manager, administrator, receiver, administrative receiver or liquidator of the Member or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the insolvency, administration or receivership had not occurred.

WINDING UP OF THE COMPANY

- 185 On the winding-up of the Company the surplus assets shall be applied first, in repaying to the Members the amount paid on their Shares respectively and, if such assets shall be insufficient to repay the said amount in full, they shall be applied rateably.
- 186 If the surplus assets shall be more than sufficient to pay to the Members the whole amount paid upon their Shares, the balance shall be paid over to the Scottish Professional Football League Trust or such other body nominated or approved by the Scottish FA or to such other party or parties as shall be determined by the Members in General Meeting at or before the time of winding-up.

INDEMNITY AND INSURANCE

- 187 Subject to the provisions of Article 190, a relevant director of the Company or an associated company may be indemnified out of the Company's assets against:
- 187.1 any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
 - 187.2 any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the 2006 Act); and
 - 187.3 any other liability incurred by that director as an officer of the Company or an associated company.
- 188 Article 189 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 189 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.
- 190 In these Articles:
- 190.1 a "relevant director" means any director or former director of the Company or an associated company;
 - 190.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or power in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
 - 190.3 companies are "associated" if one is a subsidiary (as defined in section 1159 of the 2006 Act) of the other or both are subsidiaries of the same body corporate.

SCOTTISH FA ARTICLES

- 191 Nothing in these Articles shall relieve any Member of the Company from its obligations as a full member club of the Scottish FA to comply with the applicable articles of association of the Scottish FA for so long as such Member remains a member of the Scottish FA.
- 192 Each Member shall in so far as it is lawfully able and permitted by the exercise of its voting powers to do so procure that the Company observes and complies with all relevant articles of association of the Scottish FA applicable to it.

RULES

- 193 Each Member shall be responsible for the discharge of the obligations and duties and shall be entitled to the benefits and rights accruing under and in terms of these Articles, the Rules and Regulations of and to the Club which it owns and operates.

STABILITY OF COMPANY AND LEAGUE

196. Notwithstanding any other provision of these Articles, in order to ensure the stability of the Company and the League for the three year period after the adoption of these Articles, no resolution that:

- (i) revokes, varies, alters or amends, or otherwise affects any of Articles 54 to 84 (inclusive), Article 100, Articles 145 to 165 (inclusive) or this Article 196 and/or any of Rules C1, C2, C3, C42, C43, G16 and/or Section I (whole) of the Rules;
- (ii) proposes or could give effect to any new Articles or Rules or any amendment to the Articles or Rules that would have the effect of altering any of those Articles or Rules referred to in (i); or
- (iii) proposes or seeks to amend, alter, disapply, remove, or otherwise affect this Article 196,

may be proposed, voted on, passed or come into effect until a period of more than three years has elapsed after the date of adoption of these Articles, unless:

- (a) all Members unanimously agree to the change in writing; or
- (b) the Company is ordered to do so by a court or other authority having the power to alter the Company's Articles.

The Rules of the Scottish Professional Football League

Contents

Rule Number

Page No.

Section A: General

A1	Name
A2	Alterations to Rules
A3	Severability
A4-A18	Definitions and Interpretation
A19	Board and Chief Executive
A20	General Meetings
A21-A22	Designation of Rules by Numbering and Lettering

Section B: Membership of the League

B1-B3	Relationship between Clubs and the League
B4-B6	Agreement on Compliance with Applicable Rules, Statutes and Regulations
B7	Commitment to National Teams
B8-B9	Scottish Cup and League Cup Competitions
B10-B12	Other Football Competitions

Section C: The League and other Competitions

C1-C7	Membership of the Company, Divisional Membership, Promotion and Relegation
C8-C12.3	League Ranking at the End of a Season

C13	Season 2013/2014
C14-C18	Division One
C19-C21	Promotion and Relegation as between Divisions Two, Three and Four
C22-C28	Division One/Division Two Play-Off Competition
C29-C32	Division Two/Division Three and Division Three/Division Four Play-Off Competitions
C33	Pyramid Play-Off Competition
C34	Allocation of Points in League Matches
C35-C37	Determination of League etc. Position in Case of Equality of Points
C38-C41	Champion Clubs
C42-C43	Football and Competition Rules
C44-C45	League Cup Competition
C46-C48	Under 20 League
C49-C50	Other Competitions
C51-C52	UEFA Competitions
C53	Club Ceasing to Operate, Participate in and/or be a Member of the League

Section D: Clubs

D1-D8	Membership Criteria
D9	Employee Contracts
D10-D11	Inducement to Breach Contracts
D12	Membership of League confers Membership of Scottish FA

Section E: Club Financial Arrangements

E1-E16.3	Insolvency
E17-E19	Default in Player and Football Manager/Coaching Staff Remuneration
E20-E29	HMRC Obligations and Reporting
E30	Inspection of Financial Records

Section F: Players

F1-F2	Registration and Eligibility
F3-F22.6	Compensation
F23-F35	Development Contribution

Section G: Fixtures and Match Officials

G1-G6	Fixtures
G7	Postponement and International Selection
G8	Match Officials
G9-G11	Kick-Off Times
G12	Half-Time Interval
G13	Duration of Matches
G14	Teams for League Matches and Play-Off Matches
G15	Laws of the Game
G16-G18	List of Players
G19-G21	Substitute Players
G22-G28	Player Identification
G29-G36	Clubs to Register Colours

G37-G38	Clashes of Colours
G39	Shirts to Bear Logo(s)
G40	Match Balls
G41-G42	Match Report
G43-G45	Postponement and Abandonment of Matches
G46-G48	Non-fulfilment of Fixture Obligations
G49-G53	Attendance of Medical Practitioners and Others
G54	Head Injuries
G55-G56	Pre-Arranging Results
G57-G57.4	Shirt Advertisements and Televised Matches
G58	List of Referees
G59	List of Assistant Referees
G60	Appointment of Referees and Assistant Referees
G61	Misconduct
G62-G66	Retainers and Allowances for Referees and Assistant Referees
G67-G68	Payment of Hotel Expenses Incurred
G69	Illegal Payments to Referees and Assistant Referees
G70	Referees to Visit Ground Early During Bad Weather or at Request of Home Club
G71	Pitch Report
G72	Assistant Referees' Flags
G73-G75	Choice of Football to be Used
G76-G77	Referee Supervisor

G78 Ball Attendants' Clothing

Section H: Stadia

H1	Technical Area Facilities
H2-H3	Covered Stadia
H4-H8	Synthetic and Artificial Pitches and Surfaces
H9-H10	Pitch Protection
H11-H12	Pitch Condition
H13-H21	Registration of Ground and Ground Requirements
H22-H24	Ground Safety, Behaviour at Matches and Damage to Stadia
H25-H39.5	Unacceptable Conduct
H40-H41	Damage to Stadia
H42-H46	Giant Screens and LED Perimeter Boards

Section I: Commercial, Broadcast and Sponsorship

I1	Media Co-operation Requirements
I2-I3	Operating Expenses
I4-I22	Commercial Contracts, Broadcasting and Transmission
I23	Fixture Lists etc.
I24-I25	Gate Receipts
I26-I32.3	Admission Prices, Admission to Grounds and Ticket Distribution
I33-I37	Press and Media Facilities
I38-I41	Defaulting Clubs

I42-I51	Expert Determination
I52-I54	Definitions and Interpretation

Section J: Inquiries, Commissions, Adjudications and Appeals

J1-J3	Adjudication of Disputes
J4-J8	Power of Inquiry and Determination
J9-J10.2	The Panel
J11-J12	Commissions
J13-J15	Rules of Procedure
J16-J19	Powers of the Board and Commissions
J20-J22	Decisions
J23-J25	Appeal to Scottish FA
J26	Representation
J27	The Board
J28	Advice

Section K: Miscellaneous

K1-K4	Confidentiality
K5	Scottish FA Council
K6	Dual Interests

Appendix 1

Code of Practice for Use of Giant Screens

Appendix 2

Code of Practice for Use of LED Perimeter Boards

Appendix 3

Financial Disclosure Requirements

Appendix 4

Code of Conduct for Under 19 Players

Appendix 5

Media Co-Operation Requirements

Appendix 6

Composition of Divisions of the League for and during Season 2013/2014

A General

Name

- A1 The name of this combination of Football clubs is The Scottish Professional Football League.

Alterations to Rules

- A2 Any alteration, deletion or addition shall be made in or to these Rules including the Appendices only in accordance with the Articles.

Severability

- A3 Each Rule shall be construed separately and, if any Rule or provision in these Rules may prove to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the remaining Rules which shall continue in full force and effect.

Definitions and Interpretation

- A4 In these Rules and in the Regulations, the following terms shall (unless the context otherwise requires) have the following meanings:

2006 Act means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;

Adjudication means an adjudication by the Board or, where appointed by the Board, a Commission, of a dispute between parties where the Rules so provide and/or where the parties have agreed that the determination of such a dispute may or must be adjudicated by the Board;

Amateur Player means a player of a Club who is not a party to a Contract of Service with that Club;

Amateur Registration means the Registration of an Amateur Player;

Appeal means an appeal, provided for in the Rules, by a Player to the Board against the decision of a Club;

Appear means entering the field of play for a Club in a League Match or Play-Off Match, whether in the starting 11 or as a substitute and Appears, Appeared and Appearing shall be construed accordingly;

Appendix means an appendix to these Rules;

Articles mean the articles of association for the time being of the Company;

Appeal Tribunal is a tribunal appointed in terms of Rule E11;

Appendix means an appendix to these Rules;

Associated with, in the case of an Amateur Player, means, up to and including 1 August 2013, having during any period been predominantly associated with a particular Club or any organisation or team closely associated for the purpose of training and developing young players for and with that Club, for the purposes of playing, training and being developed for playing Football;

Board means the board of Directors of the Company or where the board of Directors of the Company has made an appropriate delegation in accordance with the Articles the Chairman, Chief Executive or a committee of the Board;

Candidate Club means the Football club, in accordance with these Rules, eligible to participate after the end of a relevant Season in a Pyramid Play-Off Competition and, if successful in winning the relevant Pyramid Play-Off Competition eligible for promotion and admission to participate in the League and, except where the context otherwise requires, includes the owner and operator of that club;

Chairman means the Chairman for the time being of the Company;

Chief Executive means the Chief Executive for the time being of the Company;

Close Season means the period of the year outside the Season;

Club means a Football club, other than a Candidate Club, which is, for the time being, eligible to participate in the League and, except where the context otherwise requires, includes the owner and operator of such club;

Code of Conduct for Under 19 Players means Appendix 4 to these Rules;

Commission means a body of persons comprising members of the Panel appointed by the Board to undertake an enquiry and/or make a determination in terms of Section G of the Rules;

Company means The Scottish Professional Football League Limited;

Compensation means compensation payable to Club for the training and development of a Player in terms of Rule F3;

Compensation Tribunal means a tribunal convened by the Board in accordance with Rule F8;

Confidential Information means all information, details and data of any kind in connection with the business or finances of the Company or any Club being

confidential or which might reasonably be regarded as being confidential to the Company or any Club of which in the case of the Company any Director or Club or, in the case of a Club, other Club or Director not appointed by that Club shall have gained knowledge in the course of or in connection with its membership or his Directorship of the Company;

Contract of Service means a contract of service for a Player in the standard form of the League and references to any particular type of Contract of Service shall be construed accordingly;

Development Contribution means an amount payable by one Club to another Club for the costs of the training and development of a young player in accordance with Rule F24;

Development Contribution Period means the period starting with the first day of the Development Contribution Year in which a Player's 11th birthday falls to the last day of the Development Contribution Year in which his 19th birthday falls;

Development Contribution Year means the period from and including 1 July in a calendar year to and including 30 June in the immediately succeeding calendar year;

Director means a director, including any alternate director, of the Company and the term Directorship shall be construed accordingly;

Division means a division of the League;

Division Four means the fourth Division of the League comprising the ten Clubs entitled in terms of these Rules to be the members for the time being of Division Four;

Division One means the first Division of the League comprising the twelve Clubs entitled in terms of these Rules to be the members for the time being of Division One;

Division One/Division Two Play-Off means the competition to be operated by the Company immediately after the end of each Season in terms of these Rules to determine, other than the Clubs automatically promoted and relegated, which Clubs, if any, shall be relegated from Division One to Division Two and promoted to Division One from Division Two for the immediately succeeding Season;

Division Three means the third Division of the League comprising the ten Clubs entitled in terms of these Rules to be the members for the time being of Division Three;

Division Three/Division Four Play-Off means the competition to be operated by the Company immediately after the end of each Season in terms of these Rules to

determine, other than the Clubs automatically promoted and relegated, which additional Clubs, if any, shall be relegated from Division Three to Division Four and promoted to Division Three from Division Four for the immediately succeeding Season;

Division Two means the second Division of the League comprising the ten Clubs entitled in terms of these Rules to be the members for the time being of Division Two;

Division Two/Division Three Play-Off means the competition to be operated by the Company immediately after the end of each Season in terms of these Rules to determine, other than the Clubs automatically promoted and relegated, which Clubs, if any, shall be relegated from Division Two to Division Three and promoted to Division Two from Division Three for the immediately succeeding Season;

document includes, unless otherwise specified in these Rules, any document sent or supplied in hard copy form or electronic form;

Due Date means the date upon which a Club is required to account to HMRC for PAYE & NIC, as prescribed by relevant legislation, regulations or guidance in force from time to time;

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

FIFA means the International Federation of Football Associations;

FIFA Quality Concept Handbooks mean the FIFA Quality Concept for Football Turf Handbook of Requirements and Handbook of Test Methods January 2012 Editions and any amendments thereto and/or any substitute such handbooks from time to time published by or on behalf of FIFA;

FIFA Recommended 2 Star Standard means the artificial football turf and associated pitch design, specification, construction and performance laboratory and field tested standard of that name provided for in the FIFA Quality Concept Handbooks and any amended, substituted or replacement standard as may, from time to time, be specified as the highest such standard by FIFA;

Financial Disclosure Requirements means Appendix 3;

Financial Systems mean any method of recording receipts or expenditure including cash books, wages records and accounting systems;

First Team Squad means the list, for each Season, of players of a Club and any additional Players which are given to the Secretary;

Football means association football played in accordance with the Laws of the Game;

Force Majeure Event is an event, which is determined by an Appeal Tribunal to have been unforeseeable and unavoidable;

General Meeting means a general meeting of the Company;

Group Undertaking means a "group undertaking" as defined in section 1161(5) of the 2006 Act;

Guidance for Clubs means guidance on Unacceptable Conduct issued from time to time by the Board to Clubs in accordance with Rule H37;

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

Home Club means the Club on whose ground any particular League Match or Play-Off Match should be or should have been played;

HMRC means HM Revenue and Customs or such other government department that may replace the same;

Insolvency Act means the Insolvency Act 1986 and any statutory modification or re-enactment thereof for the time being in force;

Insolvency Event means:-

- (i) entering into a Company Voluntary Arrangement pursuant to Part 1 of the Insolvency Act, a Scheme of Arrangement with creditors under Part 26 of the 2006 Act, or any compromise agreement with its creditors as a whole;
- (ii) the lodging of a Notice of Intention to Appoint an Administrator or Notice of Appointment of an Administrator at the Court in accordance with paragraph 29 of Schedule B1 to the Insolvency Act, an application to the Court for an Administration Order under paragraph 12 of Schedule B1 to the Insolvency Act or where an Administrator is appointed or an Administration Order is made ("Administrator" and "Administration Order" having the meaning attributed to them respectively by paragraphs 1 and 10 of Schedule B1 to the Insolvency Act) or an interim manager is appointed by any court as a step in any proceedings which include an application for the making of an Administration Order;

- (iii) an Administrative Receiver (as defined by the Insolvency Act) or any other Receiver is appointed over any assets which, in the opinion of the Board is material to the Club's ability to fulfil its obligations as a Club or a Judicial Factor is appointed;
- (iv) shareholders passing a resolution pursuant to section 84(1) of the Insolvency Act to voluntarily wind up;
- (v) a meeting of creditors is convened pursuant to section 95 or section 98 of the Insolvency Act;
- (vi) a winding up order is made by the Court under section 122 of the Insolvency Act or a provisional liquidator is appointed under section 135 of the Insolvency Act;
- (vii) ceasing or forming an intention to cease wholly or substantially to carry on business save for the purpose of reconstruction or amalgamation or otherwise in accordance with a scheme or proposals which have previously been submitted to and approved in writing by the Board;
- (viii) in the case of an individual person, partnership or unincorporated association an award of sequestration, appointment of a trustee, entering into a trust deed for creditors, appointment of an interim judicial factor, appointment of a judicial factor or an equivalent or analogous appointment;
- (ix) being subject to an insolvency regime in any jurisdiction outside Scotland which is analogous to the insolvency regimes detailed in paragraphs (a) to (g) above; and/or
- (x) have any proceedings or step taken or any court order in any jurisdiction made which has a substantially similar effect to any of the foregoing.

Insolvency Process means a process or procedure comprising two or more Insolvency Events which occur either concurrently or consecutively;

Laws of the Game mean the laws of the game promulgated by the International Football Association Board from time to time;

League or The Scottish Professional Football League means the combination of association football clubs comprising the Clubs known as The Scottish Professional Football League or SPFL;

League Cup means The Scottish Professional Football League Cup Competition

previously owned and operated by the SFL under the name The Scottish Football League Cup Competition and now owned and operated by the Company in accordance with these Rules and the League Cup Regulations;

League Cup Match means a match in the League Cup;

League Cup Regulations means the Regulations made by the Board governing the League Cup;

League Match means a match designated as such by the Company and played in the League;

League Office means the Registered Office, for the time being, of the Company;

Match Officials means the referee and assistant referees and fourth official, if appropriate, in respect of any match;

Media Co-Operation Requirements means Appendix 5;

Membership Criteria means the criteria applying to admission to and membership of the League or as the case may be a Division of the League as set out in or referred to in Rule D4;

Official means any director, secretary, official, representative, manager, agent or employee of a Club and any person having a function or duty or position involving authority or trust within a Club and includes, without prejudice to the foregoing generality, any person who is able to exercise control, whether directly or indirectly, over the Club and/or the majority of the board of directors of any such Club (whether or not such person is himself notified to the Registrar of Companies as holding the office of director of such Club) or is otherwise held out to be a member of the Committee of management of such a Club if not incorporated;

Official Match means a Football match played in the framework of Organised Football under the auspices of and organised by the Company and includes, without limitation, all League Matches, Play-Off Matches, League Cup Matches, Reserve League matches, Under 20 League matches and matches in all other Competitions operated by the Company;

Organised Football means Football organised under the auspices of FIFA, the confederations of FIFA and national associations which are members of FIFA, but excluding friendly and trial Football matches;

Panel means the panel of persons appointed by the Board who may be appointed to a Commission;

PAYE & NIC means any and all payments required to be made by the Club in respect of income tax and national insurance contributions;

Play means taking part as a player in an Official Match either in the starting eleven or as being named as a substitute and the words Plays, Played and Playing shall be construed accordingly;

Play-Off Competition means the Division One/Division Two Play-Off, Division Two/Division Three Play-Off, Division Three/Division Four Play-Off and Pyramid Play-Off Competitions;

Play-Off Match means a match played in a Play-Off Competition;

Player means a player who is or has been a Professional Player or Amateur Player of a Club;

Player Passport means a Player Passport issued to a Player in accordance with FIFA regulations;

Player Registration, Transfer and Contract Regulations means regulations made from time to time by the Board to regulate the Registration, transfer and contracts of service of Players;

Professional Player means a Player of a Club who is party to a Contract of Service with that Club;

Professional Registration means the Registration of a Professional Player;

Pyramid Play-Off Competition means the competition to be operated by the Company at the end of each Season in terms of these Rules to determine which Clubs, if any, are to be relegated from the League and which Candidate Clubs, if any, are to be promoted to the League;

Qualifying Day means a day during the Development Contribution Period of a Player that the Player is Registered to or Associated with a Club and for which a valid claim has been determined by the Secretary in accordance with Rule F29 or the Board following an appeal in accordance with Rule F31;

Registered Ground means the ground of a Club or Candidate Club registered or deemed to have been registered in accordance with Rule H13 and the words register and registered shall, where the context so permits, be construed accordingly;

Registration means the registration of a Player with the League to a specified Club in accordance with the Player Registration, Transfer and Contract Regulations and the words Register and Registered shall be construed accordingly;

Registration Period means a fixed period for the Registration of Players by Clubs, determined by the Board in accordance with the Player Registration, Transfer and

Contract Regulations;

Reserve League Regulations means the regulations made by the Board governing the Reserve League;

Rules mean these rules including the Appendices hereto;

Rules of Procedure mean rules of procedures made from time to time by the Board in accordance with Section J13 of these Rules;

Scottish Cup means the Scottish Football Association Challenge Cup Competition;

Scottish Cup Match means a match in the Scottish Cup;

Season means the period of the year commencing on the date of the first League Match in a Season and ending on the date of the last League Match in the same Season or otherwise as determined by the Board and which excludes the Close Season;

Secretary means the Secretary of the Company;

Scottish FA means The Scottish Football Association Limited;

Scottish FA Articles means the Articles for the time being of the Scottish FA;

SFL means the combination of Football clubs from time to time comprising the unincorporated association known as the Scottish Football League;

SFL Rules means the former Constitution, Rules and regulations for the time being of the SFL;

SPFA means the Scottish Professional Footballers' Association;

SPFL means The Scottish Professional Football League;

SPL means The Scottish Premier League a league competition operated by the Company up to and including season 2012/2013;

Status means being either a Professional Player or an Amateur Player;

Time to Pay Agreement means an agreement in writing between the Club and HMRC in relation to the repayment of arrears to HMRC in respect of PAYE & NIC;

Training Compensation means compensation paid or payable in terms of the FIFA regulations relating to training compensation or any replacement or substitute FIFA system of compensation to clubs for the training and development of young players;

Trialist means a player who is under assessment and evaluation by a Club as to his ability, fitness or the like to play Football for that Club in Official Matches and who is not Registered to that Club;

UEFA means the Union of European Football Associations;

UEFA Competitions shall mean the UEFA Champions League, the Europa League and/or such other, additional and/or substitute competition(s) as may be organised by UEFA from time to time;

Unacceptable Conduct has the meaning given in Rule H25;

Under 20 League Regulations means the regulations made by the Board governing the Under 20 League;

Under 19 Player means a Player who had not attained the age of 18 years on 31 December of the year before the year in which the relevant Season commences;

Under 20 Player means a Player of a Club who had not attained the age of 19 years on 31 December of the year before the year in which the relevant Season commences;

Under 21 Player means a Player who had not attained the age of 21 years on 31 December of the year before the year in which the relevant Season commences;

VAT means value added tax or any replacement, substitute or equivalent such tax; and

Visiting Club means the Club who should play or should have played any particular League Match or Play-Off Match on the ground of a Home Club.

- A5 Any capitalised word or phrase used in these Rules which is defined in the Articles and which is not defined in these Rules has the defined meaning in these Rules and in the Regulations ascribed to it in the Articles.
- A6 Wherever in these Rules the computation of a period of time or a number of days is involved, each of Saturday and Sunday is to be reckoned as a day.
- A7 Headings in these Rules are used for convenience only and shall not affect the construction or interpretation of these Rules.
- A8 A reference in these Rules to an "Article" is a reference to the relevant Article of the Articles unless expressly provided otherwise.
- A9 A reference in these Rules to a "Rules" is a reference to the relevant Rule of these Rules and reference to a "Section" is to one of the Sections of these Rules unless expressly provided otherwise.

- A10 The Appendices to these Rules are each part of these Rules and a reference to a paragraph is to a paragraph of an appendix.
- A11 The Annexes are printed for convenience along with these Rules but are not part of the Rules.
- A12 Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.
- A13 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- A14 A "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and in the case of a natural person that person's personal representatives and successors.
- A15 A reference to a "company" shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- A16 Any words following the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- A17 Where the context permits, "other" and "otherwise" are illustrative and shall not limit the sense of the words preceding them.
- A18 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force made under it provided that, no such amendment, extension or re-enactment made after the date of adoption of these Articles shall apply for the purposes of these Articles to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any Member.

Board and Chief Executive

- A19 Where a discretion, right or power is expressed in these Rules to be exercisable by the Board, such discretion, right or power may be exercisable by the Chairman, Chief Executive or Secretary in accordance with and to the extent of, any authority delegated to him and/or any two or more of them pursuant to the Articles.

General Meetings

- A20 The Chairman may, subject to the provisions of the Articles and any requirements of the 2006 Act, regulate the proceedings of General Meetings as he thinks fit.

Designation of Rules by Numbering and Lettering

- A21 Rules shall be designated or referred to by a letter and a number. The letter

identifies the section of the Rules and the number identifies the numbered Rule within the Section.

- A22 References to a "Rule" shall, unless the context otherwise requires, mean a reference to the Rule so designated by Section and number within such Section in these Rules in which the reference is made.

B Membership of The League

Relationship between Clubs and the League

- B1 In all matters and transactions relating to the League and Company each Club shall behave towards each other Club and the Company with the utmost good faith.
- B2 No Club, either by itself or its Officials, shall by any means whatsoever disparage, belittle, discredit or unfairly criticise any other Club, the Company or the League or in either case any such other Club or the Company's directors, officers, employees or agents (which shall, for the avoidance of doubt, exclude supporters).
- B3 A Club shall not either during its membership of the League or at any time after its membership has terminated disclose or divulge either directly or indirectly to any person, firm or company whatsoever or otherwise make use of any Confidential Information as to the business or finances of the Company, League or any of its dealings, transactions or affairs or as to any other matters which may come to its knowledge by reason of its membership without the Board's prior written consent save where required by law to statutory and regulatory authorities (including by the Scottish FA in accordance with the Scottish FA Articles) and to such employees of a Club to whom such disclosure is strictly necessary for the purpose of their duties and only then to the extent so necessary.

Agreement on Compliance with Applicable Rules, Statutes and Regulations

- B4 Membership of the League shall constitute an agreement between the Company and each Club, and between each of the Clubs, to be bound by and to comply with:
- B4.1 these Rules and the Articles;
 - B4.2 Regulations made from time to time by the Board as authorised by the Articles;
 - B4.3 the Scottish FA Articles and the statutes and regulations of UEFA and FIFA;
 - B4.4 the Laws of the Game; and
 - B4.5 the terms of the agreements entered into between the SPL and the SFL in 2013 for the purposes of constituting, forming and organising the SPFL insofar as such terms apply from time to time to the members of the League.
- B5 Nothing in these Rules shall relieve any member of the Company from its obligations as a full member club of the Scottish FA to comply with the applicable Scottish FA Articles for so long as it remains a member of Scottish FA.
- B6 Such agreement shall have effect from the date of the Club's admission to the League and terminate, without prejudice to any rights or claims which may have arisen or arise in respect of circumstances prior to such date and to any Rules which, by their terms, establish rights and obligations applicable after such date,

upon the Club ceasing to be a member thereof.

Commitment to National teams

- B7 Each Club shall support the Scottish FA and other football associations in relation to all international matches in accordance with the provisions of the Scottish FA Articles and the FIFA Statutes and Regulations.

Scottish Cup and League Cup Competitions

- B8 Each of the Clubs shall compete in the Scottish Cup competition in each Season if eligible to do so.
- B9 Each of the Clubs shall compete in the League Cup in each Season in accordance with and subject to the League Cup Regulations.

Other Football Competitions

- B10 Clubs shall not, without the consent of the Board, participate in any football competitions in Scotland other than those competitions from time to time operated by the Company and/or on the Scottish FA's list of approved competitions
- B11 Clubs shall be entitled with the consent of the Board to participate in such international football competitions as may be approved by UEFA and/or FIFA and any Club proposing to play in any other football match outwith Scotland during the Season must before doing so obtain the consent of the Board.
- B12 The Board shall not unreasonably delay the determination of any application by a Club for consent in terms of either Rule B10 or B11 and shall only be entitled to refuse such consent on the grounds that the taking part by the Club seeking such consent in the competition or match for which consent is sought would, in the opinion of the Board, be likely to prejudice the ability of that Club to take part, in accordance with these Rules, in a competition or competitions from time to time administered by the Company and/or in which the Club concerned is required, by these Rules, to take part.

C The League and Other Competitions

Membership of the Company, Divisional Membership, Promotion and Relegation

- C1 The owner and operator of a Club participating in the League shall become a Member of the Company by acquiring one Ordinary Share therein at par for cash, such Ordinary Share to be acquired, through the Secretary, in accordance with the provisions of the Articles.
- C2 The owner and operator of a Club ceasing to be entitled to play in the League shall cease to be a Member of the Company and shall relinquish its Ordinary Share at the end of the relevant Season or otherwise as provided for in the Articles.
- C3 The League shall consist of the 42 leading Football clubs in Scotland.
- C4 The Football clubs eligible to participate in the League in Season 2013/2014 shall be those Clubs which were Members of the SPL and members and associate members of the SFL in Season 2012/2013 and in succeeding Seasons shall be those Clubs which, subject to the Articles and these Rules, were the members of the League in the immediately preceding Season, except that, subject to Rules D1 and D2, which of the Clubs finishing in positions 41 and 42 in the League in the immediately preceding Season and the Candidate Clubs shall be eligible to participate in the League in the succeeding Season shall be determined by the Pyramid Play-Off Competition.
- C5 The League shall be divided into the four Divisions. The Divisions shall be ranked with Division One as the top Division, Division Two the next Division, Division Three the next Division and Division Four the bottom Division.
- C6 There shall be twelve Clubs in Division One and ten Clubs in each of Divisions Two, Three and Four.
- C7 During the course of any one Season each Club shall, subject to these Rules and the Articles, remain a member of the Division of which it was a member at the beginning of the relevant Season.

League Ranking at the End of a Season

- C8 At the end of each Season, beginning Season 2013/2014, the Clubs shall be ranked in the League from 1 to 42 inclusive on the basis that the Clubs finishing the relevant Season in positions:
- C8.1 1 to 12 in Division One shall be ranked in respectively positions 1 to 12 in the League for that Season;
- C8.2 1 to 10 in Division Two shall be ranked in respectively positions 13 to 22 in the League for that Season;
- C8.3 1 to 10 in Division Three shall be ranked in respectively positions 23 to 32

in the League for that Season;

- C8.4 1 to 10 in Division Four shall be ranked in respectively positions 33 to 42 in the League for that Season; and

the outcome of any Play-Off Competition in which a Club may be involved at the end of the relevant Season shall have no effect on League ranking at the end of that Season.

- C9 Subject to these Rules and except in relation to Season 2013/2014, the Clubs entitled to participate in Division One in any Season shall be the:

C9.1 Clubs in positions 1 to 10 inclusive in the League at the end of the immediately preceding Season;

C9.2 Club which was the winner of the final tie in the Division One/Division Two Play-Off Competition held at the end of the immediately preceding Season; and

C9.3 Club in position 13 in the League at the end of the immediately preceding Season.

- C10 Subject to these Rules and except in relation to Season 2013/2014, the Clubs entitled to participate in Division Two in any Season shall be:

C10.1 except for any Club which was the winner of the final tie in the Division One/Division Two Play-Off and/or any Club which was relegated by the Division Two/Division Three Play-Off Competitions held at the end of the immediately preceding Season, the Clubs which finished in positions 14 to 21 inclusive of the League at the end of the immediately preceding Season;

C10.2 any Club which was relegated to Division Two from Division One by the Division One/Division Two Play-Off Competition held at the end of the immediately preceding Season;

C10.3 the Club which finished in position 12 of the League at the end of the immediately preceding Season;

C10.4 the Club which finished in position 23 of the League at the end of the immediately preceding Season; and

C10.5 any Club which was promoted to Division Two by the Division Two/Division Three Play-Off Competition held at the end of the immediately preceding Season.

- C11 Subject to these Rules and except in relation to Season 2013/2014, the Clubs entitled to participate in Division Three in any Season shall be:

C11.1 except for any Club which was promoted by the Division Two/Division Three Play-Off and/or any Club which was relegated by the Division

Three/Division Four Play-Off Competitions held at the end of the immediately preceding Season, the Clubs which finished in positions 24 to 31 inclusive of the League at the end of the immediately preceding Season;

- C11.2 any Club which was relegated to Division Three from Division Two by the Division Two/Division Three Play-Off Competition held at the end of the immediately preceding Season;
 - C11.3 the Club which finished in position 22 of the League at the end of the immediately preceding Season;
 - C11.4 the Club which finished in position 33 of the League at the end of the immediately preceding Season; and
 - C11.5 any Club which was promoted to Division Three by the Division Two/Division Three Play-Off Competition held at the end of the immediately preceding Season.
- C12 Subject to these Rules and except in relation to Season 2013/2014, the Clubs entitled to participate in Division Four in any Season shall be:
- C12.1 except for any Club which was promoted by the Division Three/Division Four Play-Off Competition held at the end of the immediately preceding Season, the Clubs which finished in positions 34 to 41 inclusive of the League at the end of the immediately preceding Season;
 - C12.2 any Club which was relegated to Division Four from Division Three by the Division Three/Division Four Play-Off Competition held at the end of the immediately preceding Season;
 - C12.3 the Club which finished in position 32 of the League at the end of the immediately preceding Season; and
 - C12.4 one of the Club and the Candidate Club successful in securing a position and an entitlement to participate in Division Four in the Pyramid Play-Off Competition at the end of the immediately preceding Season.

Season 2013/2014

- C13 For the purposes of Season 2013/2014 only, Clubs shall play and be entitled to participate in each of the four Divisions of the Scottish Professional Football League as specified in Appendix 6 of these Rules.

Division One

- C14 The Clubs for the time being entitled in terms of these Rules to participate in Division One shall, disregarding any abandoned or postponed matches, play in 38 League Matches in any one Season.
- C15 The Clubs in positions 1 to 6 of Division One immediately after the 33rd League

Match in any Season shall occupy the first six places in the League at the end of that Season and the Clubs in positions 7 to 12 of Division One immediately after the 33rd League Match in the same Season shall occupy the bottom six places in the League at the end of that Season. In the first 33 League Matches for each Club in each Season each of the Clubs in Division One shall play against each of the other 11 Clubs in Division One on 3 occasions and on at least one of such 3 occasions each Club shall be the Home Club. In the event that any other provision of these Rules is inconsistent with this Rule C15, or if any ambiguities are created thereby, this Rule shall take precedence.

- C16 The Clubs in positions 1 to 6 of Division One immediately after the 33rd League Match in any Season shall play in that Season in a further five League Matches in that Season, once against each of the other five Clubs in such positions 1 to 6, and in at least two of such five League Matches each Club shall be the Home Club and the Clubs in positions 7 to 12 of Division One immediately after the 33rd League Match in any Season shall play in that Season in a further five League Matches in that Season, once against each of the other five Clubs in such positions 7 to 12, and in at least two of such five League Matches each Club shall be the Home Club.
- C17 At the end of each Season (following completion of all League Matches in Division One in that Season) the Club in position 12 in Division One shall be relegated to play and be eligible to participate in Division Two for and during the next Season.
- C18 At the end of a Season (following completion of all League Matches in Division One in that Season) the Club in position 11 in Division One shall take part in the Division One/Division Two Play-Off Competition held immediately after the end of that Season.

Promotion and Relegation as between Divisions Two, Three and Four

- C19 At the end of each Season the Clubs occupying position 10 in each of Divisions Two (22 in the League) and Three (32 in the League) will be relegated to play and be eligible to participate in Divisions Three and Four respectively for the immediately succeeding Season.
- C20 At the end of each Season the Clubs occupying positions 1 in Division Two (13 in the League), 1 in Division Three (23 in the League) and 1 in Division Four (33 in the League) will be promoted to play and be eligible to participate in Divisions One, Two and Three respectively for the immediately succeeding Season.
- C21 The remaining promotion and relegation places as between Divisions Two and Three shall be determined by the Division Play-Off Competitions.

Division One/Division Two Play-Off Competition

- C22 The Division One/Division Two Play-Off Competition shall be operated in accordance with Rules C23 and C24.
- C23 At the end of each Season the Club occupying position 11 in Division One (11 in the

League) and the Clubs occupying positions 2, 3 and 4 in Division Two (14, 15 and 16 in the League) shall take part in the Division One/Division Two Play-Off Competition to determine which further Clubs, if any, may be promoted and relegated to and from Divisions One and Two.

- C24 The format of the Division One/Division Two Play-Off Competition shall be:-
- C24.1 in the first tie the Club occupying position 3 in Division Two will play the Club occupying position 4 in Division Two on a home and away knock-out basis. The Club occupying position 3 in Division Two will play the second leg at Home;
 - C24.2 in the second tie the Club occupying position 2 in Division Two will play the winning Club in the first tie. The Club occupying position 2 in Division Two will play the second leg at Home;
 - C24.3 in the third tie the Club occupying position 11 in Division One will play the winning Club in the second tie on a home and away knock-out basis. The Club occupying position 11 in Division One will play the second leg at Home;
 - C24.4 the winning Club in each of the ties will be the Club to score the greatest number of goals over the two matches in each tie. In the event that the aggregate scores are equal after the second leg of each tie 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 determine the winner;
 - C24.5 the winning Club in the third and final tie will play and be entitled to participate in Division One in the immediately succeeding Season;
 - C24.6 the losers of each of the three ties will play and be entitled to participate in Division Two in the immediately succeeding Season; and
 - C24.7 all ties will be played on dates and at times determined by the Board.
- C25 No Club in Division Two, Three or Four shall be entitled to participate in the Division One/Division Two Play-Off Competition if it would in respect of the immediately succeeding Season fail to fully comply with the Membership Criteria applicable to a Club in Division One and no waiver, relaxation or period of grace is or has been granted to that Club in terms of Rule D6. In the event that any Club which would otherwise be entitled to participate in the Division One/Division Two Play-Off Competition would in respect of the immediately succeeding Season fail to fully comply with the Membership Criteria applicable to a Club in Division One and no waiver, relaxation or period of grace is or has been granted to that Club in terms of Rule D6 then the position of such Club in the Division One/Division Two Play-Off Competition shall be substituted with the next Club in reducing League position order at the end of the immediately preceding Season which would so comply or which has such a waiver, relaxation or period of grace.

- C26 A levy of 50% of the monies (gross excluding VAT) received or receivable by the Home Club for all Play-Off Matches played in the Division One/Division Two Play-Off Competition from all admission charges paid and payable to and for the relevant Play-Off Match shall be paid by the Home Club to the Company within seven days of the date on which each Play-Off Match is played.
- C27 For so long as the amount of any Parachute Payment paid or payable to a Club occupying position 11 in Division One and relegated to Division Two by operation of the Division One/Division Two Play-Off Competition is met or will be met in full by sums paid or payable for such purpose to the Company by the Scottish FA sums received or to be received by the Company from Clubs in terms of Rule C26 and such sums paid or payable to the Company by the Scottish FA shall be treated for all purposes as Other Revenue.
- C28 For so long as the amount of any Parachute Payment paid or payable to a Club occupying position 11 in Division One and relegated to Division Two by operation of the Division One/Division Two Play-Off Competition is not met or will not be met in full by sums paid or payable for such purpose to the Company by the Scottish FA sums received or to be received by the Company from Clubs in terms of Rule C26 and any part or portion of such sums paid or payable to the Company by the Scottish FA shall be treated for all purposes as Commercial Revenue.

Division Two/Division Three and Division Three/Division Four Play-Off Competitions

- C29 The Division Two/Division Three and Division Three/Division Four Play-Off Competitions shall be operated in accordance with Rules C30 and C31.
- C30 At the end of each Season the Club occupying position 9 in Division Two (21 in the League) and the Clubs occupying positions 2, 3 and 4 in Division Three (24, 25 and 26 in the League) shall take part in the Division Two/Division Three Play-Off Competition and the Club occupying position 9 in Division Three (31 in the League) and the Clubs occupying positions 2, 3 and 4 in Division Four (34, 35 and 36 in the League) shall take part in the Division Three/Division Four Play-Off Competition to determine which further Clubs, if any, are promoted and relegated to and from Divisions Two, Three and Four.
- C31 The format of the Division Two/Division Three and Division Three/Division Four Play-Off Competitions shall be:-
- C31.1 the Clubs occupying position 9 in Divisions Two and Three will play the Clubs occupying position 4 in Divisions Three and Four respectively on a home and away knock-out basis. The Clubs occupying position 9 in Divisions Two and Three will play the second leg at Home;
 - C31.2 the Clubs occupying position 2 in Divisions Three and Four will play the Clubs occupying position 3 in Divisions Three and Four respectively on a home and away knock-out basis. The Clubs occupying position 2 in Divisions Three and Four will play the second leg at Home.
 - C31.3 the winners of the ties between the Club occupying position 9 in Division

Two and the Club occupying position 4 in Division Three and between the Club occupying position 2 in Division Three and the Club occupying position 3 in Division Three will play against each other on a home and away knock-out basis in the final tie of the Division Two/Division Three Play-Off Competition. The Club occupying the highest League position at the end of the Season will play the second leg of final tie of the Division Two/Division Three Play-Off Competition at home.

- C31.4 the winners of the ties between the Club occupying position 9 in Division Three and the Club occupying position 4 in Division Four and between the Club occupying position 2 in Division Four and the Club occupying position 3 in Division Four will play against each other on a home and away knock-out basis in the final tie of the Division Three/Division Four Play-Off Competition. The Club occupying the highest League position at the end of the Season will play the second leg of final tie of the Division Three/Division Four Play-Off Competition at home.
- C31.5 the winning Club in each of the ties in the Division Two/Division Three and Division Three/Division Four Play-Off Competitions will be the Club to score the greatest number of goals over the two matches in each tie. 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 determine the winner.
- C31.6 the winners of each of the ties provided for in Rules C31.3 and C31.4 will be entitled to be a member of and play in Divisions Two and Three respectively in the immediately succeeding Season;
- C31.7 the losers of all ties in the Division Two/Division Three Play-Off Competition will be entitled to be a member of and play in Division Three during the immediately succeeding Season and the losers of all ties in the Division Three/Division Four Play-Off Competition will be entitled to be a member of and play in Division Four during the immediately succeeding Season; and
- C31.8 all ties will take place on dates and at times determined by the Board.
- C32 No Club in Division Three or Four shall be entitled to participate in the Division Two/Division Three Play-Off Competition if it would in respect of the immediately succeeding Season fail to fully comply with the Membership Criteria applicable to a Club in Division Two and no waiver, relaxation or period of grace is or has been granted to that Club in terms of Rule D6. In the event that any Club which would otherwise be entitled to participate in the Division Two/Division Three Play-Off Competition would in respect of the immediately succeeding Season fail to fully comply with the Membership Criteria applicable to a Club in Division Two and no waiver, relaxation or period of grace is or has been granted to that Club in terms of Rule D6 then the position of such Club in the Division Two/Division Three Play-Off Competition shall be substituted with the next Club in reducing League position order at the end of the immediately preceding Season which would so comply or

which has such a waiver, relaxation or period of grace.

Pyramid Play-Off Competition

- C33 The Club occupying position 42 in the League at the end of Season 2014/2015 and in each Season thereafter will take part in a Pyramid Play-Off Competition against a Candidate Club identified by the Scottish FA from and by means of a national competition approved by the Board between clubs which are not members of the League. The winning Club in a Pyramid Play-Off Competition will be the Club to score the greatest number of goals over the two matches in a tie. In the event that the aggregate scores are equal after the second leg of the tie 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 determine the winner. The Club playing in the tie will play the second leg at Home. The winner of the tie provided for in this Rule C33 will be entitled to be a member of and play in Division Four during the immediately succeeding Season. All matches in a Pyramid Play-Off Competition will take place on dates and at times determined by the Board. The Board shall be entitled to vary the format of the Pyramid Play-Off Competition if it considers it appropriate so to do.

Allocation of Points in League Matches

- C34 Three points shall be awarded to the winning Club in each League Match which is won and one point awarded to each Club participating in a League Match which is drawn.

Determination of League etc. Position in Case of Equality of Points

- C35 If any two or more Clubs are equal in points in any Division at the end of the Season or, as the case may be, after 33 League Matches for each Club in Division One the higher placed Club shall be the Club with the larger or largest positive goal difference (or the lower or lowest negative goal difference where appropriate). Goal difference shall be determined by deducting the goals conceded from the goals scored in all League Matches played during the Season or, as the case may be, after 33 League Matches for each Club in Division One. In the event of the goal difference being equal, the higher placed Club shall be the Club, which has scored the most goals in League Matches during the Season or, as the case may be, in the first 33 League Matches for each Club in Division One. In the event of each of the Clubs having the scored the same number of goals in League Matches during the Season or, as the case may be, in the first 33 League Matches for each Club in Division One, the higher placed Club shall be the Club, having the greater number of points in League Matches between the relevant Clubs in the Season in question or, as the case may be, after 33 League Matches for each Club in Division One and in the event of the number of such points being equal the higher placed Club shall be the Club with the larger or largest positive goal difference (or the lower or lowest negative goal difference where appropriate) in League Matches between the relevant Clubs in the Season or, as the case may be, in the first 33 League

Matches for each Club in Division One. Goal difference shall be determined by deducting the goals conceded from the goals scored in League Matches played during the Season or, as the case may be, in the first 33 League Matches for each Club in Division One between the Clubs concerned.

- C36 If the League position between any two or more clubs cannot be determined by application of Rule C35 and their positions in the League at the relevant time have a bearing on deciding which Club is the Champion Club of the League and/or a Division, whether a Club plays its final five League Matches in any Season in Division One between the other Clubs in positions 1 to 6 in Division One or the other Clubs in positions 7 to 12 in Division One, whether a Club is promoted or a Club is relegated to or from a Division, participation in a Play-Off Competition or qualification (or consideration for qualification) for any other competitions, including UEFA Competitions, then the Clubs concerned shall play-off a deciding League Match to determine League position on a date and at a neutral ground as determined by the Board in each case. Such deciding League Match shall be of 90 minutes duration with 30 minutes of extra time and kicks from the penalty mark if necessary in accordance with the rules laid down by the International Football Association Board which will determine the winner. The gross gate receipts (excluding Vat) after deducting expenses shall be divided equally between the competing Clubs. Any Club staging a play-off match shall be entitled to charge, as an expense against the receipts of the match, its necessary match expenses together with a ground facility fee of 20% of the gross gate receipts (excluding Vat).
- C37 If the League position between any two or more clubs cannot be determined by application of Rule C35 and their positions in the League at the relevant time do not have a bearing on deciding which Club is the Champion Club of the League and/or a Division, whether a Club plays its final five League Matches in any Season in Division One between the other Clubs in positions 1 to 6 in Division One or the other Clubs in positions 7 to 12 in Division One, whether they are promoted or relegated to or from a Division, participation in a Play-Off Competition or qualification (or consideration for qualification) for any other competitions, including UEFA Competitions then the Clubs concerned shall not play-off a deciding League Match and shall be deemed to have finished in equal positions for all purposes.

Champion Clubs

- C38 The Club occupying position one in the League at the end of a Season shall be declared the Champion Club of the League and shall hold the "The Scottish Professional Football League Championship Trophy" until the next Season's League competition is concluded. When the winner of The Scottish Professional Football League Championship trophy has been ascertained, the Trophy shall be handed over to the winner who shall return the same to the Company at the League Office not later than 3 weeks prior to the end of the next following Season, in good order and condition and in any event as soon as reasonably practicable following a request from the Board. 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.

- C39 The Company shall present to the Champion Club of the League 25 League Championship Medals for Players, other staff and Officials. Additional League Championship Medals may be purchased from the Company with the prior consent of the Board. Only those Players who participated in 25% or more of the League Matches for the Champion Club in the relevant Season will be eligible to receive such medals.
- C40 The Clubs declared the Champion Club of each of Divisions Two, Three and Four ("Division Champion Clubs") shall hold the "The Scottish Professional Football League Division Two, Three and Four Champions Trophies" respectively until the next Season's League competition is concluded. When the winner of a Scottish Professional Football League Division trophy has been ascertained, the relevant trophy shall be handed over to the winner who shall return the same to the Company at the League Office not later than 3 weeks prior to the end of the next following Season, in good order and condition and in any event as soon as reasonably practicable following a request from the Board. 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.
- C41 The Company shall present to each Division Champion Club, 25 Division Champions medals for Players, other staff and Officials. Additional Division Champions medals may be purchased from the Company with the prior consent of the Board. Only those Players who participated in 25% or more of the League Matches for the relevant Division Champion Club in the relevant Season will be eligible to receive such medals.

Football and Competition Rules

- C42 The Season shall not in any calendar year commence prior to 31 July in that year and the Board shall not schedule the first League Match of any Season to take place prior to 31 July in any year.
- C43 The Company shall not directly or indirectly operate any Homegrown Players Rule, Salary Cap, Squad Cap or Under 21 Rule or any like or similar concept or criteria.

League Cup Competition

- C44 The Board shall organise a League Cup Competition for each Season in which it shall be mandatory for all Clubs to participate.
- C45 The League Cup shall be operated in accordance with the League Cup Regulations. Clubs are required to comply with the League Cup Regulations and failure to do so shall constitute a breach of these Rules.

Under 20 League

- C46 The Board shall organise an Under 20 League for each Season in which it shall be

mandatory for Clubs in Division One to participate. The Board may also permit a club or clubs in membership of any other Division to participate in the Under 20 League on such terms and on such conditions as the Board may determine.

- C47 The Board shall specify, from Season to Season, which of the Rules shall apply to the Under 20 League, the extent of such application and generally determine the arrangements for the operation of the Under 20 League. Such arrangements to be determined by the Board may include for arrangements whereby Clubs shall be permitted to Play Players in the Under 20 League notwithstanding that such Players shall be the subject of a temporary transfer of Registration to another Football club. The Under 20 League shall be operated in accordance with the Under 20 League Regulations.
- C48 Clubs participating in the Under 20 League are required to comply with the Under 20 League Regulations and failure to do so shall, constitute a breach of these Rules.

Other Competitions

- C49 All other Competitions not expressly provided for in these Rules shall be operated in accordance with their respective Regulations made by the Board.
- C50 Clubs are required to comply with Regulations made in terms of the Articles and Rules and failure to do so shall constitute a breach of these Rules.

UEFA Competitions

- C51 It is acknowledged that the Scottish FA shall determine and nominate to UEFA the Clubs to compete in the UEFA Competitions each Season in accordance with the Scottish FA Articles and the Regulations of the UEFA Competitions.
- C52 The Board will procure that all fixtures for League Matches shall be arranged or rearranged to allow for any Club's fixtures in the UEFA Competitions referred to in Rule C51.

Club Ceasing to Operate, Participate in and/or be a Member of the League

- C53 If, for any reason and during or after any Season, any Club ceases to operate or participate in or to be member of the League or any Play-Off Competition, its playing record in the League and/or any Play-Off Competitions may be expunged by the Board and/or the Board may determine the deemed score in the remainder of its Official Matches and/or the Board may take such steps and make such determinations as to League and Divisional position and/or promotion and/or relegation and participation and/or results in and outcome of any Play-Off Competition and/or any other competition operated by the Company and any and all such further or other steps or measures as the Board shall consider appropriate in the circumstances.

D Clubs

Membership Criteria

- D1 Subject to Rule D2, a Candidate Club for any Season, if it is to be promoted to and admitted entry to the League, and the Clubs participating in the League, must satisfy the Membership Criteria
- D2 In the event that a Candidate Club for any Season, if promoted to and admitted entry to the League, would, in the opinion of the Board in its absolute discretion, fail to fully comply with the Membership Criteria and no waiver, relaxation or period of grace is or has been granted to the Candidate Club concerned in terms of Rule D6, then the Candidate Club concerned shall not be promoted to and admitted entry to the League and a Club which would otherwise have been relegated from the League in accordance with the Pyramid Play-Off Competition, shall retain its place in the League.
- D3 In the event that any Club, in the opinion of the Board in its absolute discretion, shall or if it were to participate in the League in any Season would, fail to fully comply with the Membership Criteria and no waiver, relaxation or period of grace is or has been granted to that Club in terms of Rule D6, such Club shall, subject that it may not be expelled from the League unless by Qualified Resolution at a General Meeting, be subject to such sanction or sanctions and such action shall be taken as the Board, may, in its absolute discretion, determine.
- D4 The Membership Criteria are:-
- D4.1 a Club participating in the League must be a member of the Scottish FA
 - D4.2 a Club participating in the League must have registered or be deemed to have registered its ground in accordance with Rule H13;
 - D4.3 a Club participating in the League must:-
 - D4.3.1. itself, or through a subsidiary or holding company of such Club, own its Registered Ground; or
 - D4.3.2. have such other rights of occupation or tenure in its Registered Ground as may be approved by the Board;
 - D4.4 any ground which a Club or the Candidate Club registers or is deemed to have registered as its Registered Ground, must, by not later than 31st March preceding any Season and for the whole of that Season:
 - D4.4.1 with respect to Clubs entitled to play in Divisions One and Two have achieved and maintain with respect to stadia criteria at least the Bronze Standard set out in The Scottish Football Association National Club Licensing Manual in force and as amended or supplemented from time to time;

- D4.4.2 with respect to Clubs and Candidate Clubs entitled to play in Divisions Three and Four have achieved and maintain with respect to stadia criteria at least the Entry Level Standard set out in The Scottish Football Association National Club Licensing Manual in force and as amended or supplemented from time to time;
 - D4.4.3 with respect to Clubs entitled to play in Divisions One and Two have had and have adequate winter pitch protection, as provided in Rule H10; and
 - D4.4.4 comply with Rules H18 and H19.
- D4.5 clubs shall take all steps determined necessary by the Board to implement the development of youth football in Scotland in line with the requirements, philosophy and recommendations of the Company;
- D4.6 where a Club or the Candidate Club registers or is deemed to have registered as its Registered Ground for any Season a ground at which it is intended to play Official Matches on a pitch utilising a synthetic or artificial playing surface then such Club or Candidate Club must have made an application to the Board in accordance with Rule H4.3 by not later than 31st March and must have been granted an approval by the Board in terms of that Rule by not later than 1st June, both preceding such Season; and
- D4.7 Clubs and Candidate Clubs shall comply with the Financial Disclosure Requirements.
- D5 Any application for approval for the purposes of Rule D4.3.2 or application for a waiver, relaxation or period of grace for the purposes of Rule D6, must be made in writing to the Secretary not later than 31st March preceding any Season or, as the case may be, first Season, in relation to which the ground for which such approval, waiver, relaxation or, as the case may be, period of grace is sought, is to be registered or deemed to be registered in accordance with Rule H13, as the Registered Ground of the Club or Candidate Club concerned.
- D6 The Board may in its absolute discretion waive, relax or grant a period of grace in respect of any Club's or Candidate Club's requirement to comply with any part of the Membership Criteria and/or Rules D5, H4, H13, H14, H18, H19 and/or H20.
- D7 The Board may undertake or instruct to be undertaken such inspection and may require such verification to be exhibited by a Club or Candidate Club as the Board considers appropriate to satisfy the Board that there is, has been and will be compliance by each Club and a Candidate Club with the Membership Criteria
- D8 The implementation of the Membership Criteria shall be capable of appeal in accordance with the provisions of Section J of the Rules.

Employee Contracts

- D9 No Club shall directly or indirectly induce or attempt to induce any employee of another Club to terminate a contract of employment with that other Club (whether or not by breach of that contract) or directly or indirectly approach any such employee with a view to offering employment without the consent of that other Club. For the purpose of this Rule D9, "Club" means a member club of the Scottish FA.

Inducement to breach Contracts

- D10 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 or a club in membership of the Scottish FA to breach a written contract of employment. Clubs may notify the Company in writing, of the period of all or any such persons' contracts of employment.
- D11 Any Club 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 or a club in membership of the Scottish FA to breach a contract of employment shall be dealt with by the Board as it shall see fit.

Membership of League Confers Membership of Scottish FA

- D12 In accordance with the Scottish FA Articles and to the extent that it is not already a full or associate member of Scottish FA, membership of the League confers registered membership of the Scottish FA.

E Club Financial Arrangements

Insolvency

- E1 Subject to Rule E5, where a Club suffers or is subject to an Insolvency Event that Club shall be deducted 15 points in the League.
- E2 Where an Insolvency Event occurs during a Season, the 15 points deduction shall be applied immediately to take effect in the current Season.
- E3 Where an Insolvency Event occurs during the Close Season the 15 points deduction shall apply in respect of the immediately following Season, such that the relevant Club starts that immediately following Season in the relevant Division on minus 15 points.
- E4 Where an Insolvency Event or in the event that such Insolvency Event is part of an Insolvency Process that process, continues and/or is subsisting during a second or later Season then, for each such second or later Season, during the whole or part of which such Insolvency Event or Insolvency Process is continuing and/or subsisting, the Club concerned shall be deducted 15 points and shall start each such second or later Season in the relevant Division on minus 15 points.
- E5 Where a Club, whether owned and operated by the same or a different Member, suffers or is subject to an Insolvency Event which results in a deduction of points in terms of these Rules and within 5 years of the date of such Insolvency Event suffers or is subject to a further Insolvency Event which is not part of the same Insolvency Process as the Insolvency Event then suffered, the points deduction applicable in terms of Rules E1 in respect of that second or further Insolvency Event, shall be 25 points with the 15 points in Rules E2 and E3 being 25 Points.
- E6 For the purposes of Rules E1 to E5 (inclusive) all references to a Club taking, suffering or being subject to an Insolvency Event and/or an Insolvency Process as well as including the owner and operator of a Club taking, suffering or being subject to an Insolvency Event and/or an Insolvency Process shall, if the Board so determines having regard to (i) the need to protect the integrity and continuity of the League; (ii) the reputation of the League; and (iii) the relationship between such owner and operator and the Group Undertaking concerned, also include any Group Undertaking of such an owner and operator taking, suffering or being subject to an Insolvency Event and/or an Insolvency Process.
- E7 The Secretary shall, on behalf of the League, give written notice to a Club, which is subject to a points deduction in terms of Rules E1 to E5 (inclusive) of each such points deduction.
- E8 A Club may appeal against a deduction of points in terms of Rules E1 to E6 (inclusive) on the grounds that:

- E8.1 it, or as the case may be a Group Undertaking of it, has not taken, suffered or been subject to an Insolvency Event or Insolvency Process;
 - E8.2 the Insolvency Event which gave rise to the points deduction, against which an appeal is taken, is part of an Insolvency Process and that the Club has already been subject to a points deduction in relation to an earlier Insolvency Event in the same Insolvency Process in or for the same Season; and/or
 - E8.3 the Insolvency Event or Insolvency Process, which gave rise to such points deduction, arose as a result of a Force Majeure Event.
- E9 Any appeal under Rule E8 must be by notice in writing, sent by recorded delivery and received by or on behalf of the Secretary no later than 7 days after receipt by the Club of the notice from the Secretary of the League in terms of Rule E7.
- E10 The written notice of appeal must contain a statement setting out the grounds of the appeal and in particular, where the appeal is taken on the ground set out in Rule E8.3, why the Club considers that a Force Majeure Event has occurred and must be accompanied by copies of any documentation referred to in the written notice
- E11 The appeal will be determined by an Appeal Tribunal, the members of which shall be appointed by the Board. The Appeal Tribunal shall comprise:
- E11.1 A legally qualified independent Chairman, appointed from the panel referred to in Rule J9; and,
 - E11.2 Two persons neither of whom shall be an Official.
- E12 The Appeal Tribunal shall have all the powers of a Commission and may require the attendance of any Club or Official at any relevant hearing. The Secretary to the Appeal Tribunal shall be the Secretary of the League or his appointed deputy. The Club making the appeal and the Company shall have the right to a personal hearing at an appeal and may be legally represented at any such hearing. The decision of the Appeal Tribunal on the appeal shall be final and binding.
- E13 The League may, upon receipt of an appeal, and shall on being requested so to do by an Appeal Tribunal, instruct a firm or firms of independent accountants and/or solicitors to carry out a review or reviews of the Club's or in a relevant case a Group Undertaking of it, activities for the purposes of preparing an independent report or reports generally into the circumstances surrounding and leading up to the Insolvency Event and/or into specific matters relating to the Insolvency Event. The Club shall, as a condition of being permitted to pursue an appeal, cooperate fully with such independent firm or firms, meet the costs of the preparation of report(s) and must, at the request of the League make such payment to account and, if required by the League, interim payments towards the costs of such report(s) as the League may in its sole discretion determine. The report(s) shall be addressed to the League and copies shall be provided to the Club and to the Appeal Tribunal.

The Appeal Tribunal shall take into account the contents of such report(s) when determining whether the Insolvency Event arose solely as a result of a Force Majeure Event.

E14 The Appeal Tribunal shall have power to:-

E14.1 confirm any deduction of points;

E14.2 set aside any deduction of points and, where it determines that there has been a Force Majeure Event substitute a deduction of such lower number of points as it shall consider appropriate; or

E14.3 set aside any deduction of points.

E15 The whole costs incurred by the Company in connection with an appeal under and in terms of Rule E8, including the costs of the Appeal Tribunal, all as determined by the Board, shall be met by the Club concerned and shall constitute a debt due to the Company by the Club.

E16 Except with the consent of the Board and that only where the Board is in its sole discretion satisfied that:

E16.1 the term of a Player's contract of service with his Club has expired and such contract has not been renewed or extended or such a contract has terminated with the mutual consent in writing of the Club and the Player concerned and, in either case, the Registration of such Player with the League in terms of the player Registration, Transfer and Contract Regulations has been cancelled and a replacement Player is sought to be registered to replace the Player whose contract has so expired or been terminated; or

E16.2 where the Player sought to be registered is a temporary replacement for a goalkeeper who is unable by reason of injury or illness to play and that only where written confirmation of such inability shall have been obtained by the Club from a qualified medical practitioner and submitted to the Board and the Board is satisfied that the Club concerned has no other goalkeeper who is registered and able to play, and

E16.3 in either case the board is satisfied that notwithstanding the Insolvency Event it is appropriate that the club concerned be permitted to Register the player sought to be Registered,

where a Club has taken, suffered or has been subject to an Insolvency Event or Events or a Group Undertaking of a Club has taken, suffered or has been subject to an Insolvency Event or Events and the Board has determined that Rule E6 shall apply, that Club shall not be entitled or permitted to register any Player with the League and the League shall not register such a Player until the Board is satisfied that such Insolvency Event or events shall no longer continue or subsist.

Default in Player and Football Manager/Coaching Staff Remuneration

- E17 Except in circumstances where there is a *bona fide* dispute as to liability for payment by the Club, where the Club is entitled to deduct or otherwise withhold payment of a sum otherwise due or where the Club takes, suffers or is subject to an Insolvency Event, any Club which shall fail to pay any sum due by it to a Player under and in terms of that Player's Contract of Service and/or any sum due by it under a contract of employment to any Official engaged in football management and/or football coaching (a "Remuneration Default") shall be in breach of these Rules.
- E18 Any Club which suffers or is subject to a Remuneration Default shall within 2 days of such default notify the Secretary in writing of any such default with details of the amount(s) and Player(s) and/or Official(s) concerned and if it fails to so notify the Secretary it shall be in breach of these Rules.
- E19 Any Club which commits a Remuneration Default shall not, except with the consent of the Board, be entitled or permitted to Register any Professional Player with the League and the League shall not register such a Player until the Board is satisfied that such Remuneration Default shall no longer continue or subsist.

HMRC Obligations and Reporting

- E20 Subject to Rule E28, any Club which has not within twenty eight days of the relevant Due Date paid to HMRC the amounts due to be paid to HMRC to discharge:-
- E20.1 the Club's full liability for PAYE & NIC due from and including 1 July 2013 in respect of any and all employees or former employees of the Club for the immediately preceding payment period;
 - E20.2 the Club's full liability for PAYE & NIC which becomes due from and including 1 July 2013 as a result of an assessment issued by HMRC; and/or
 - E20.3 defaults on the terms of any Time to Pay Agreement;
- (each a "Default Event") shall report the Default Event to the Secretary within 2 days of the Default Event
- E21 Rules E20.1 and E20.2 shall not apply to any arrears of PAYE & NIC ("Arrears") which are or become included as part of a Time to Pay Agreement.
- E22 Subject to Rule E28, where any Club has any Arrears as at 1 July 2013, that Club shall:
- E22.1 provide the Secretary by not later than 14 July 2013 full details of the Arrears, together with the periods to which they relate and a copy of any Time to Pay Agreement in force in relation to such Arrears; and

E22.2 subject to Rule E24, conclude with HMRC and lodge with the Secretary a Time to Pay Agreement by 31 December 2013 in relation to any of those Arrears which were not the subject of a Time to Pay Agreement as at 1 July 2012 and which are not discharged in full by 31 December 2013;

and the failure of a Club to comply with Rules E22.1 and/or E22.2 shall also be Default Events.

- E23 A Club may apply to the Board for an extension of time to conclude a Time to Pay Agreement in terms of Rule E22.2. The Board shall have absolute discretion as to whether to refuse or approve an application, and if the Board chooses to approve an application it may impose such conditions as it determines. The Board may subsequently withdraw any approval or in the alternative amend or withdraw any of the conditions and impose new conditions at any time.
- E24 For the avoidance of doubt, where a Club defaults on or after 1 July 2013 on the terms of a Time to Pay Agreement entered into prior to 1 July 2013, and such default results in amounts becoming due to HMRC on such default, the provisions of Rule E22 (which provides the Club with a time period in which to agree a Time to Pay Agreement) shall not apply, and the Club shall remain subject to a Default Event until such times as the outstanding amounts are paid in full.
- E25 When a Club reports a Default Event to the Secretary it shall at the same time provide to the Secretary details of any and all amounts then due to HMRC by the Club in respect of PAYE & NIC, together with the periods to which they relate.
- E26 A Club which fails to report a Default Event to the Secretary within 2 days of the Default Event shall be in breach of these Rules.
- E27 Each Club shall provide to the Secretary, not later than 31 March prior to the commencement of a Season, (and in any event within 7 days of any request for a further authority from the Secretary), an original, irrevocable authority (which shall not be time constrained) in the form prescribed by the Secretary and signed by a director and the company secretary, of the Club, addressed to HMRC authorising HMRC to provide to the Company, if a Club suffers or has suffered a Default Event, information relating to amounts of PAYE & NIC payable, paid and overdue from the Club to HMRC from time to time including, by way of example and without limitation, the amount of Arrears (if any), the existence of and current position in respect of any Time to Pay Agreement. The Company shall be entitled to forward the Authority to HMRC without having to seek the consent of the Club.
- E28 Any amounts which HMRC claims to be due to it, for example by way of an assessment, but which have been formally contested by the Club shall not be considered as due to HMRC for the purposes of Rules E20 and E22 until such time as a final determination is made on HMRC's claim.
- E29 Except with the consent of the Board, any Club which takes, suffers or is subject to a Default Event or Events shall not be entitled or permitted to Register any Professional Player with the League and the League shall not Register such a Player

until the Board is satisfied that such Default Event or Events shall no longer continue or subsist.

Inspection of Financial Records

- E30 Every Club shall keep detailed financial records and the Company shall be entitled to inspect such records and to require Clubs to provide copies of any financial or other records which the Company may reasonably require in order to enable the Company to investigate whether the Club has complied and is complying with these Rules, the Articles, the Scottish FA Articles, the UEFA Statutes and the FIFA Statutes and to ensure compliance by the Club with the same.

F Players

Registration and Eligibility

- F1** Subject to these Rules, to be eligible to Play for a Club a Player must first be Registered either as a Professional Player or as an Amateur Player in accordance with the Player Registration, Transfer and Contract Regulations
- F2** A breach of or failure to comply with the Player Registration, Transfer and Contract Regulations shall constitute a breach of these Rules.

Compensation

- F3** Compensation shall be payable to the former Club of a Player only where the Player concerned is Registered with his new Club at or before the end of the first Season in which the Player concerned reaches, will reach or shall have reached the age of 23.
- F4** If a Club wishes to re-engage a Professional Player and/or preserve any right that it may wish to assert to Compensation, such Club must have sent to the Player, to his last known home address or delivered to him personally, and copied to the Secretary, not later than fourteen days prior to the expiry of the term of the Player's Contract of Service, a written offer of re-engagement in accordance with Rule F5.
- F5** An offer of re-engagement for the purposes of Rules F4 must be for a term of not less than one year, on:-
- F5.1** replacement terms which are, in the opinion of the Board, not less favourable in all monetary respects, on an annual comparison basis, with the immediately preceding year of his employment, except that a signing-on fee and/or any additional or other lump sum payments included in the previous terms need not be repeated; or,
- F5.2** deemed terms as provided in Rule F6.
- F6** If an offer made in accordance with Rule F5 does not specify the term and/or terms offered for such re-engagement then the Club making the offer shall be deemed to have offered employment for a term of one year from the expiry of the term of the Player's existing Contract of Service on the same terms on which he was employed at the date of such offer, except that any signing-on fee and/or any additional or other lump sum payments included in the existing terms are not included in the deemed offer.
- F7** If, after the expiry of the term of his Contract of Service a Professional Player, to whom an offer in terms of Rules F5 and F6 has been made which is not accepted by him, is Registered for a new Club in circumstances where Rule F3 applies, then that new Club shall be liable to pay Compensation to the Player's former Club

- F8 If Clubs are unable to reach agreement on the amount of Compensation payable then either of the Clubs concerned or the Board shall have the right, at any time, to have any Compensation payable, if any, determined by a Compensation Tribunal.
- F9 In the event of the two Clubs concerned not reaching agreement on the amount of any Compensation payable, the new Club must, on the date of Registration or, if later, on the date of any first offer of Compensation, pay to the Player's former Club at least 50% of the highest amount offered or, as the case may be, offered, plus VAT at the standard rate. All offers of Compensation shall be in writing and shall be copied to the Secretary by recorded delivery post when they are sent to the Player's former Club. In the event that the amount of Compensation ordered to be paid by a Compensation Tribunal is less than the amount previously paid in terms of this Rule F9 or if no Compensation is ordered to be so paid then the Club which has received such payment shall be liable to forthwith repay as a debt the amount overpaid or, where no payment is so ordered to be paid, the amount paid, to the Club which made such payment.
- F10 A Compensation Tribunal shall be convened and its members appointed by the Board. The Clubs concerned shall provide the Compensation Tribunal with all the relevant information and documentation that the tribunal may require.
- F11 Unless otherwise agreed between the Clubs concerned, such agreed terms being set out in writing, signed by both Clubs and lodged with the Secretary, the balance or balances of Compensation, plus VAT at the standard rate, must be paid within 28 days of the date of publication of a Compensation Tribunal determination or, when an award in appropriate terms has been made by the Compensation Tribunal, of the occurrence or the relevant event or events. The Board may require interest to be paid on any balance or balances of Compensation from time to time due for payment and not paid until paid in full, at the rate of 2% above the base lending rate of the Bank of England as same may vary from time to time compounded on the first day of each calendar month.
- F12 The action of a Club in securing the Professional Player's signature on a Contract of Service shall constitute an acknowledgement of that Club's liability to pay any Compensation due in accordance with these Rules.
- F13 If, in the opinion of the Board, a Contract of Service has been agreed or amended with the purpose or effect, in whole or in part, of avoiding or evading the payment of Compensation in accordance with the intent of the provisions of these Rules, the Board shall require the Club concerned to pay to the Club entitled to Compensation the amount of Compensation which a Compensation Tribunal considers ought to be paid.
- F14 If, in the opinion of the Board, a Club unfairly traffics or deals in the Registration of any Player or otherwise abuses in any way the system of Compensation, or the intent thereof, the Board shall require such Club to pay to the Club from whom the Player was transferred such sum as the Board may consider just.

- F15 A Compensation Tribunal shall comprise:-
- F15.1 a legally qualified chairman independent of the Clubs concerned;
 - F15.2 a member or nominee of the Board; and
 - F15.3 a person representing or representative of Players.
- F16 A Compensation Tribunal shall be entitled to call for any documentary evidence required by it and shall have the power to order the attendance of any Club, Official or Player at any relevant hearing. The secretary to a Compensation Tribunal shall be the Secretary or his appointed deputy.
- F17 The decision of a Compensation Tribunal on all matters determined by it shall be final and binding on all parties.
- F18 In determining the amount of Compensation a Compensation Tribunal shall take into account the costs referred to in Rules F20 and F21 and the criteria set out in Rule F22.
- F19 A Compensation Tribunal shall be entitled to award Compensation payable as a single sum or to award an initial sum with such further sum or sums as to be payable on the occurrence of a future event or events.
- F20 Any costs relating to the Player concerned, including a contribution to overheads, indirect and shared costs, incurred by the Club losing the player's Registration in operating a youth development set-up such as for example, Football Academy, Centre of Excellence or Youth Development Initiative, including (without limitation) the cost of providing for students:-
- F20.1 living accommodation;
 - F20.2 training and playing facilities;
 - F20.3 scouting, coaching, administrative and other staff;
 - F20.4 education and welfare requirements;
 - F20.5 playing and training strip and other clothing;
 - F20.6 medical and first aid facilities; and,
 - F20.7 friendly and competitive matches and overseas tours.
- F21 Any other costs incurred by the Club losing the player's registration directly and/or indirectly attributable to the training and development of the Player.
- F22 The criteria are:-
- F22.1 the age of the Player;

- F22.2 the amount of any transfer fee or Compensation paid by the Club losing the player's Registration when acquiring the Registration of the Player;
- F22.3 the length of time during which the Club losing the player's Registration held the Registration of the Player;
- F22.4 the terms of the new contract offered to the Player by each of the Clubs;
- F22.5 the Player's playing record in club and international team appearances; and,
- F22.6 substantiated interest shown by other clubs in acquiring the services of the Player.

Development Contribution

- F23 For the purposes of these Rules, a Player's youth development for the playing of Football takes place during his Development Contribution Period.
- F24 In the event that a Player is Registered to another Club on or prior to his 23rd birthday, the Club to whom that Player was last Registered shall, subject to Rule F26, be entitled to payment of a Development Contribution for the youth development of that Player if he was, during all or, where it is the case, part, of any Development Contribution Year in his Development Contribution Period, Registered to or Associated with that Club.
- F25 A Development Contribution is not payable:-
 - F25.1 where the Player concerned has not, prior to its termination, been offered in writing renewal of his Registration by the Club otherwise entitled to payment of a Development Contribution;
 - F25.2 where the Player concerned has at any time been Registered as a Professional Player to the Club otherwise entitled to payment of a Development Contribution;
 - F25.3 where the Player concerned is, for the first time, Registered as a Professional Player and the Club otherwise entitled to payment of a Development Contribution has not, prior to termination of his Registration to that Club, offered in writing the Player a Contract of Service on specified terms to commence on or before termination of his Amateur Registration;
 - F25.4 where the Player concerned is not also being, and for so long as he is not, registered with the Scottish FA as a player of the Club otherwise liable to pay a Development Contribution;
 - F25.5 where the Board has, in accordance with the Player Registration, Transfer and Contract Regulations directed the Secretary to Register the Player concerned to the Club otherwise liable to pay a Development Contribution

without requiring that a Development Contribution first be paid; or

- F25.6 to the extent and for such period(s) as a Development Contribution has on any previous occasion been paid to the Club otherwise entitled to payment of a Development Contribution for such period.
- F26 Any Club claiming to be entitled to payment of a Development Contribution for a Player shall be entitled to so notify the Secretary in writing and shall at the same time copy such notification to the Club from whom the Development Contribution is claimed. Such a notification must include the date of birth of the Player, details of the number and dates of the Development Contribution Year(s) and part Development Contribution Year(s) claimed for and the age of the Player during each of such Development Contribution Year(s) and/or part Development Contribution Year(s).
- F27 For the purpose of determining entitlement to a Development Contribution the age of a Player in respect of any Development Contribution Year shall be ascertained by the age of the Player on the birthday of the Player falling in the Development Contribution Year concerned.
- F28 The Secretary shall consider any representations made by the Club claiming an entitlement to a Development Contribution and the Club against which such claim is made.
- F29 The Secretary shall, after considering such representations, within such time or times as the Secretary thinks appropriate, submitted to him, determine the amount, if any, of any Development Contribution payable and shall notify in writing each of the Clubs concerned of the amount, if any, determined as payable .
- F30 Within 7 days of the issue of a notification by the Secretary of a determination in terms of Rule F29 any Club aggrieved at or with such determination may appeal to the Board, by notifying such appeal to the Secretary in writing stating the grounds of such appeal.
- F31 The Board may, after such process as it thinks appropriate, affirm, reverse, alter, modify and/or substitute any such determination of the Secretary.

- F32 The amount of any Development Contribution payable shall be determined by reference to the following table:-

Maximum Age during the Development Contribution Year or part Development Contribution Year for which Development Contribution claimed	Amount applicable to any Season in which the Club concerned was a member of the SPL or is a member of Division One	Amount applicable to any season in which the Club concerned was a member of the SFL or is a member of Divisions Two or Three
11	£5000	NIL
12	£5000	£3000
13	£5000	£3000
14	£5000	£3000
15	£10,000	£6000
16	£10,000	£9000
17	£10,000	£9000
18	£10,000	£9000
19	£10,000	£9000

- F33 Where a Player has been Registered to or Associated with a Club for only part of a Development Contribution Year for which that Club is entitled to payment of a Development Contribution then the amount of the Development Contribution which would have been payable had the Player concerned been Registered to or Associated with such Club for the whole of the Development Contribution Year concerned shall be *pro-rated* to such part of such Development Contribution Year in respect of which he was so Registered to or, as the case may be, Associated with such Club.
- F34 Where any contribution, compensation, recompense or other payment is payable to a Club entitled to payment of a Development Contribution by the Club liable to pay a Development Contribution under or in accordance with any scheme, arrangement, rules or the like operated by any body operating within Organised Football for the same period in respect of which such Development Contribution is payable then the amount of the Development Contribution otherwise payable shall be reduced by the amount of such contribution, compensation, recompense or other payment.
- F35 Any Development Contribution due shall be paid by the Club liable to make payment to the Club entitled to same within 14 days of the Secretary giving notification of such liability to the liable Club, unless there is an appeal to the Board which might affect such liability, in which case the payment due shall be made within 14 days of the date of such determination of the appeal being notified to the liable Club, unless the determination of such appeal is that no Development Contribution is payable. The Board may require interest to be paid by the Club

liable to make payment on any balance or balances of Development Contribution from time to time due for payment and not paid until paid in full, at the rate of 2% above the base lending rate of the Bank of England as same may vary from time to time compounded on the first day of each calendar month.

G Fixtures and Match Officials

Fixtures

- G1 Subject to Rule C42, all League Match fixtures shall be specified by the Board in a fixture schedule prior to the commencement of the Season following consultation with the Scottish FA.
- G2 Subject to the terms of any Commercial Contract and any other consideration which the Board considers material, League Matches shall normally be played on Saturday afternoons, and Clubs so far as reasonably practicable shall be a Home Club on one week and a Visiting Club the next.
- G3 Subject to Rule C42, the Board shall have discretion to schedule and to reschedule the date, time and/or venue of any Official Match as it shall consider appropriate.
- G4 Where reasonably practicable the Board shall consult with and shall take into account any representations made by participating Clubs before rescheduling the date, time and/or venue of an Official Match.
- G5 Each Club shall comply with and play in the relevant fixtures comprised in the fixture schedule determined by the Board and any rescheduled date, time and/or venue determined from time to time by the Board for Official Matches in which the Club is a participant.
- G6 So far as reasonably practicable the fixture schedule in the League and other league competitions operated by the Company shall require Clubs to play equal numbers of home and away matches.

Postponement and International Selection

- G7 A Club shall be entitled to apply to the Board for the postponement of any Official Match where three or more of its Players who would otherwise have participated in such match are unavailable through international selection and, following receipt of such an application, the Board may postpone and rearrange the relevant Official Match in accordance with Rule G3.

Match Officials

- G8 The appointment of Match Officials at and for Official Matches shall be the responsibility of the Scottish FA in accordance with any agreement reached between the Company and the Scottish FA from time to time.

Kick-off Times

- G9 The time of kick-off for all League Matches and Play-Off Matches shall be determined from time to time by the Board (having regard to UEFA and FIFA TV Regulations in the case of a live transmission and in consultation with all necessary

parties including, if appropriate, the Scottish FA and the relevant police force representatives).

- G10 Both teams shall enter the field of play together in Official Matches along with the Match Officials no later than five minutes prior to the scheduled kick-off time.
- G11 All kick-offs must adhere to the time fixed by the Board. Clubs and Referees must report any delays to the Board. Any Club causing a kick-off to be delayed by 15 minutes or more from the time advertised without sufficient reason (as determined by the Board in its absolute discretion) will be liable to a fine of up to a maximum of £5,000 for a first offence and for a second or subsequent offence occurring within two years of the first offence shall be dealt with in accordance with the provisions of Section G of these Rules.

Half-time Interval

- G12 In all Official Matches the half-time interval shall be fifteen minutes.

Duration of Matches

- G13 All Official Matches shall be of 90 minutes' duration, with two equal halves of 45 minutes, but any Official Match which, from any cause whatever, falls short of 90 minutes' duration may be ordered to count as a completed fixture or to be replayed in full as the Board may in its absolute discretion determine.

Teams for League Matches and Play-Off Matches

- G14 Each Club shall play its full strength team in all League Matches and Play-Off Matches.

Laws of the Game

- G15 All Official Matches shall be played in compliance with these Rules and the Laws of the Game.

List of Players

- G16 An authorised representative of each Club must provide a written list of the names of the Players taking part in each League Match and Play-Off Match, including the name(s) of the nominated substitute(s), to the Referee, not less than one hour before the time of kick-off. Club's participating in Divisions One and Two and in Division One/Division Two and Division Two/Division Three Play Off Competitions shall be entitled to list up to 18 such Players and Clubs entitled to participate in all other Divisions and Play-Off Competitions shall be entitled to list up to 15 such Players. The list shall in all cases indicate the full names of Players and shall indicate the colour of the goalkeeper's shirt together with the colour of shirt proposed to be worn by other Players for the Club in the relevant match.
- G17 If any nominated player or substitute sustains an injury after the submission of the

written lists to the Referee and before kick-off, he may be replaced provided that the Referee and opposing Club are informed immediately.

- G18 Any Club failing to carry out the provisions of Rule G16 at a League Match or Play-Off Match will be fined the sums of £250 for the first offence, £500 for the second offence, £1,000 for the third offence and for any subsequent offence shall be dealt with in accordance with the provisions of Section J of these Rules. For the avoidance of doubt, the amount of any fine imposed in accordance with this Rule G18 for a first, second or third offence shall be capable of appeal.

Substitute Players

- G19 Only up to three nominated substitutes for any one Club may take part in a League Match or Play-Off Match. A player who has been substituted may not Play in that League Match or Play-Off Match again. The list referred to in Rule G16 must include two recognised goalkeepers, one of whom must start the match.
- G20 No more than three substitutes from each team shall warm up at any one time in the area designated by the Home Club.
- G21 Substitutes who are warming up on the pitch perimeter shall wear colours sufficient to distinguish them from those worn by the players (including goalkeepers) participating in the League Match or Play-Off Match in question.

Player Identification

- G22 The Players' shirts must be clearly numbered on the back and the players' shorts must be numbered clearly on the left hand side at the front and in accordance with the list handed to the Referee before any League Match or Play-Off Match. Any such numbers and letters must be in compliance with the style and conditions approved by the Board and the Scottish FA.
- G23 Prior to the start of the Season each Club entitled to participate in Divisions One and Two must notify the Secretary of the shirt numbers allocated to each Player in their First Team Squad. Each Player must be allocated a different shirt number. The requirements of this Rule G23 and Rules G24 to G26 (inclusive) shall not apply to Clubs which are not Division Two Clubs participating in the Division Two/Division Three Play-Off Competition.
- G24 If any Player is added to a Club's First Team Squad in Division One or Two during the Season additional numbers may be allocated as new Players join the relevant First Team Squad.
- G25 A Player's shirt number with any Club in Division One or Two must remain with him for the duration of the Season unless either:
- G25.1 he ceases to play for a Club in which case his shirt number will become available for allocation to new members of the First Team Squad; or

G25.2 for other reasons satisfactory to the Board in its absolute discretion.

- G26 A Player's name must appear on the back of the shirt above the shirt number.
- G27 One player for each Club shall be nominated as captain for the League Match or Play-Off Match on the list provided to the Referee in accordance with Rule G16 and shall wear a distinguishing armband to indicate his status. If the captain for the time being ceases to participate in a League Match or Play-Off Match another player shall be designated as captain and he shall wear an armband as aforesaid.
- G28 Any Club failing to carry out the provisions of Rules G22 to G27 (inclusive) will be fined the sums of £250 for the first offence, £500 for the second offence, £1,000 for the third offence and for any subsequent offence shall be dealt with in accordance with the provisions of Section J of these Rules. For the avoidance of doubt, the amount of any fine imposed in accordance with this Rule G28 for a first, second or third offence shall be capable of appeal.

Clubs to Register Colours

- G29 By 1st June (or such other date as may be fixed from time to time by the Board) in each year, all Clubs shall submit to the Company written details of their first, second and, where applicable, third choice colours (of shirts, shorts and socks).
- G30 The first and second choice colours must be different and distinct.
- G31 The colours registered by each Club shall be worn during the following Season and no changes either in the colours or the combination of colours shall be permitted during the course of the season except in the circumstances set out in Rule G37 or with the prior approval of the Board.
- G32 A Club may, at its discretion, register third choice colours, which must be different and distinct from its first and second choices.
- G33 Subject to the provisions of Rules G35, G37 and G38 Clubs are required to wear their first choice colours in all League Matches and Play-Off Matches, save that a Club shall be permitted to play a maximum of four Home League Matches in any Season in colours which are not the first choice, provided that the Company, the opposing Club and the Referee appointed for such League Match have been advised in writing not less than 48 hours before such League Match and the Referee (whose responsibility shall relate to the match in question only in this regard) shall determine whether each Club can wear its first choice colours in any given League Match or Play-Off Match in order to ensure compliance with Rules G35, G37 and G38.
- G34 Each Club shall submit a sample of its registered colours to the Secretary by 30th June each year, such samples to be retained for the duration of the Season.
- G35 No Club shall be permitted to play in shirts the colour of which is likely to cause confusion with the outfit worn by the Match Officials.

- G36 The obligations of Rule G29 are additional to any obligations to submit club colours to the Scottish FA in accordance with the Scottish FA Articles.

Clashes of Colours

- G37 When the colours of two competing Clubs are alike or similar, the Visiting Club shall change to its second choice colours or a combination of its first and second choice colours (or, if applicable, third choice colours) provided that these do not include any of the basic colours of the Home Club.
- G38 The colour of the goalkeeper's shirt must, in all cases, be clearly distinguishable from the colours of the shirts worn by all outfield Players of both participating Clubs in any match and from those of the Match Officials.

Shirts to Bear Logo(s)

- G39 If so determined by the Board, the shirts of all Players in League Matches and Play-Off Matches shall carry the League logo and/or, the name/logo(s) of the title or other sponsor of the League, on one or both sleeves, as specified from time to time by the Board.

Match Balls

- G40 The ball or balls to be used in all Official Matches shall comply with the Laws of the Game and be of a type as shall be specified by the Board from time to time. At and during all Official Matches, the Home Club shall have available for use if necessary a match ball and a sufficient number (being not less than two) of reserve balls, at least one of which shall be an orange or yellow coloured ball.

Match Report

- G41 The Home Club shall send to the Board within six days of each League Match and Play-Off Match a document containing the attendance statistics for the match
- G42 Within two hours of the end of a League Match and a Play-Off Match, the Referee of that match shall send a Match Report by fax from the ground at which such League Match or Play-Off Match was played to the Secretary and to the Scottish FA containing details of the result of the League Match or Play-Off Match, the participating Clubs' team lists, the substitutes used, cautions and orderings-off, if any, and the name of any scorers. The Referee shall also send a copy of such Match Report by first class post to the Scottish FA and to the Secretary within three days of the date of the League Match or Play-Off Match.

Postponement and Abandonment of Matches

- G43 No League Match or Play-Off Match shall be postponed except on the instructions of the appointed Referee or pitch inspector or by the Board

- G44 If a League Match or Play-Off Match is postponed other than by the Board, such postponement shall be reported as soon as reasonably practicable to the Secretary by the Referee concerned and, where it has been postponed with the consent of the Board, it shall be the duty of the Home Club to immediately notify the appointed Match Officials of such postponement.
- G45 In the event of any League Match or Play-Off Match not being played or abandoned or being ordered to be played or replayed, it shall be played on a date and at a time as determined by the Board.

Non-fulfilment of Fixture Obligations

- G46 No Club shall, unless the circumstances of the failure are outside the control of the Club concerned and could not have been reasonably foreseen and reasonably anticipated and remedied prior to the match, fail to fulfil its fixture obligations in respect of any League Match or Play-Off Match on and at the appointed or, as the case may be, rescheduled date, time and venue.
- G47 For the purposes of Rules G5 and G46 a representation by a Club that it will not or intends not to fulfil a fixture obligation or that it will do so only subject to a condition or conditions which are or are found to be unacceptable to the Board shall be deemed to be in breach of Rule G5 notwithstanding that the Board has or may have rescheduled or later reschedules the match concerned.
- G48 Without prejudice to any other sanctions, which may be imposed for a breach of Rules, a Club failing to fulfil a fixture obligation in terms of Rules G5 and/or G46 shall be liable to pay compensation for any expenses necessarily incurred by the opposing Club as a direct result of the failure. The amount of such compensation will be at the discretion of the Board which will consider every such case on its merits.

Attendance of Medical Practitioners and Others

- G49 It is the responsibility of the Home Club in League Matches and Play-Off Matches to ensure that a qualified medical practitioner is present to attend to Players and Match Officials during the periods of the pre-match warm up, during the match, at half time and for one hour after each League Match and Play-Off Match.
- G50 It is the responsibility of Division One Clubs participating in League Matches and Play-Off Matches to ensure that a chartered physiotherapist or equivalent is present throughout each such match to attend to their respective Players and, if necessary, Match Officials and it is the responsibility of each of the other Clubs participating in League Matches and Play-Off Matches to ensure that a person with an appropriate physiotherapy qualification is present throughout each such match to attend to their respective Players and, if necessary, Match Officials.
- G51 Only those qualified as above should treat Players and Match Officials on the field of play.

- G52 For all Official Matches other than League Matches and Play-Off Matches, there must, at least, be in attendance an individual with appropriate emergency aid training.
- G53 It is the responsibility of the Home Club in any League Match and Play-Off Match to ensure that a minimum of two stretchers and four stretcher bearers are readily available to remove Players and Match Officials from the field of play. Each member of a team of stretcher bearers must be of comparable height and have received appropriate training.

Head Injuries

- G54 All Clubs shall ensure that any Player in a League Match having left the field with a serious head injury in a match played under the auspices of the Company shall not be allowed to resume playing or training without the clearance of a qualified medical practitioner. The same provision shall apply where a serious head injury is sustained in training.

Pre-Arranging Results

- G55 Any Club, Official, Player or agent acting on any of their behalf's or the Associate of any of them, offering or receiving whether directly or indirectly any payment, benefit, consideration, concession, bonus or any other inducement, to or from another Club, Official, Player or agent acting on any of their behalf's or the Associate of any of them or any other person or party other than, in the case of a Official or Player, their own Club under and in terms of their contract of service, to influence the result or any other aspect of an Official Match shall, subject to the terms of these Rules and the Articles, be liable to expulsion, suspension, fine or any other sanction(s) and/or condition(s) which the Board or a Commission shall consider appropriate. Any Club in any way involved in or concerned, whether directly or indirectly with any such payment, benefit, consideration, concession, bonus or any other inducement shall be in breach of these Rules.
- G56 No Club or the Associate of any of them shall offer or accept any payment or other inducement in respect of foregoing the right of promotion.

Shirt Advertisements and Televised Matches

- G57 The kit, comprising shirt, shorts, socks and any other item of visible clothing, in which Players Play in League Matches and Play-Off Matches is subject to the following rules concerning advertising:-
- G57.1 provided that a Club shall be entitled to utilise not less than 32 square inches in total on the kit of each Player for advertisements, the dimensions, numbers and placing of advertisements on such kit to be in accordance with specifications approved by the Board ;
- G57.2 the maximum height of the letters and other characters to be as specified by the Board but shall not be less than 3 inches for principal shirt

advertising;

G57.3 provided that each Club shall be entitled, subject to Rule G57.4, to not less than one kit sponsor, each Club to be limited to such number of sponsors per Season, which may be advertised on such kit, as the Board may determine for the purpose of this Rule, and

G57.4 each such sponsor to be notified to the Secretary for prior approval by the Board, which shall not be unreasonably withheld or delayed, each Season, not later than fourteen days before the first televised match in which the advertisement of such sponsor is to be displayed, unless special dispensation is given by the Board in respect of this requirement.

Match Officials

List of Referees

G58 Referees for League Matches and Play-Off Matches shall be appointed from the List of Class 1 Referees prepared annually by the Scottish FA (following a process of review with the Board)

List of Assistant Referees

G59 Assistant Referees for League Matches and Play-Off Matches shall be appointed from the List of Class 1 Specialist Assistant Referees prepared annually by the Scottish FA (following a process of review with the Board).

Appointment of Referees and Assistant Referees

G60 The Referee, Assistant Referees and reserve official for League Matches and Play-Off Matches shall be appointed by the Scottish FA from the Lists of Class 1 Match Officials.

Misconduct

G61 The Referee and Assistant Referees must report to the Scottish FA all cases of misconduct of Players, Officials or Spectators within three (4) days of the occurrence.

Retainers and Allowances for Referees and Assistant Referees

G62 The gross match fee for Referees and for Assistant Referees payable before any deductions shall be as determined by the Board.

G63 In the case of postponed matches, half the above fee will be paid to Match Officials who report to the ground.

G64 Match Officials shall be entitled to claim expenses as determined by the Board.

G65 Match Officials who inspect grounds as directed by the Board shall be paid a fee as

determined by the Board plus expenses (including time lost if applicable).

- G66 The Board may, at its discretion, make annual payments to the Scottish FA for award or provision to Referees or Assistant Referees or any of them in recognition of satisfactory performance and commitment to training, education and development.

Payment of Hotel Expenses Incurred

- G67 In the event of a Referee or Assistant Referee being unable to reach his destination, going to or returning from a match, without staying at a hotel, he shall be reimbursed the cost of his hotel accommodation up to a maximum of an amount as determined by the Board from the Scottish FA on behalf of the Company, on production of a receipted hotel account providing that where a concessionary hotel rate is negotiated, he will, if it is not unreasonably inconvenient, stay at hotels with which such rate is negotiated to take advantage of such rates.
- G68 A Referee or Assistant Referee officiating at a match played more than 150 miles from his residence which finishes after 9.00 pm who elects to travel home after the match rather than staying in hotel accommodation shall be entitled to claim an additional allowance of an amount as determined by the Board.

Illegal Payments to Referees and Assistant Referees

- G69 No Club or Official or other person acting on behalf or in the presumed interests of a Club shall directly or indirectly pay or offer to pay a Referee or Assistant Referee more than his proper fee, allowances and railway fare as specified in the Rules or make or cause to be made any benefit available to him or any Associate of his

Referee to Visit Ground Early During Bad Weather or at Request of Home Club

- G70 Match Officials shall use all reasonable endeavours to be present at the appropriate stadium at least one and a half hours prior to the advertised time of kick-off. The Referee shall decide as to the fitness of the ground in all matches and each Club must take every reasonable precaution to keep its ground in a playing condition and, where necessary, shall re-mark the ground during the half-time interval. The home Club may, where weather or other conditions make it appropriate, require the Referee to visit the ground two hours or more before the scheduled time of kick-off of any League Match.

Pitch Report

- G71 The Board may require the Referee to complete a report on the condition of the playing surface in a form specified by the Board and approved in writing by the Scottish FA from time to time.

Assistant Referees' Flags

- G72 Home Clubs shall keep back up flags of a size and colour prescribed by the Board

for use by Assistant Referees.

Choice of Football to be Used

- G73 The football proposed to be used in an Official Match and the replacement balls must be submitted to and approved by the Referee before the commencement of the match.
- G74 In addition to the normal type of ball, an orange or yellow ball which complies in every respect with the requirements of the Laws of the Game shall be available for League Matches and Play-Off Matches.
- G75 The selected ball must be used throughout the match unless otherwise determined by the Referee.

Referee Supervisor

- G76 A referee supervisor shall be appointed by the Scottish FA to attend each League Match and Play-Off Match.
- G77 The Home Club must ensure that the referee supervisor is given a prime seat in the main stand and is allowed free access to all areas of the ground.

Ball Attendants' Clothing

- G78 The colours of clothing worn by ball attendants must not be likely to cause confusion with the colours of either of the competing Clubs or Match Officials.

H Stadia

Technical Area Facilities

- H1 Each Club shall provide technical areas in accordance with the Laws of the Game and FIFA.

Covered Stadia

- H2 No League Match or Play-Off Match shall take place at any stadium where the playing area is permanently covered or partially covered by a fixed or moveable roof without the prior written approval of the Board after consultation with the Clubs.
- H3 Any Club proposing to cover or partially cover its stadium with a fixed or moveable roof shall be required to submit outline plans to the Company and a copy of the planning application prior to such planning application being submitted to the appropriate authority.

Synthetic and Artificial Pitches and Surfaces

- H4 No League Match or Play-Off Match shall be played on a pitch utilising synthetic or artificial playing surface unless:-
- H4.1 such synthetic or artificial surface and the underlying structure of the pitch has been constructed using synthetic fibres and other materials and in accordance with a design and specification which have been approved after laboratory and field testing in accordance with the FIFA Quality Concept Handbooks as complying with the then FIFA Recommended 2 Star Standard or, as the case may be, such higher standard as may from time to time be adopted by FIFA as the highest recommended standard and design for such pitches;
- H4.2 it is demonstrated to the Board that the pitch performs or will perform to the FIFA Recommended 2 Star Standard or, as the case may be, such higher standard as may from time to time be adopted by FIFA as the highest recommended standard and design for such pitches and that it complies and continues to comply with any conditions imposed by the Board in terms of Rule H7.; and
- H4.3 subject to Rules H5, H6 and H7, the Board, following a written application made by the Club concerned or the Candidate Club to the Secretary not later than 31st March in any year, in respect of what is intended to be the Registered Ground of that Club for the immediately succeeding Season, has approved the use of the specified pitch concerned for the playing of League Matches and Play-Off Matches at that ground during that Season.
- H5 Where an approval is given in terms of Rule H4.3 and the Board is satisfied that such pitch, at the Registered Ground to which such approval relates, continues to

comply with Rule H4.1 and Rule H4.2 then such approval shall apply to and be effective for, such number of complete Seasons immediately following such approval as the Board shall specify. If the Board does not so specify then any approval given by the Board in terms of Rule H4.3 shall be deemed to apply to and be effective for only the one Season immediately succeeding such approval being given.

- H6 An application for approval in terms of Rule H4.3 must specify or include specification of the pitch for which approval is sought sufficient to identify that the pitch concerned is the same pitch in relation to which the surface, construction and design has been approved or will before the application for approval by the Board is granted, be approved after laboratory and field testing under and in accordance with the FIFA Quality Concept Handbook as complying with the FIFA Recommended 2 Star Standard.
- H7 Where an approval is given in terms of Rule H4.3 the Board may attach such conditions to such approval as the Board may consider appropriate.
- H8 The Board may in its absolute discretion waive, relax or grant a period of grace in respect of any Club's or Candidate Club's requirement to comply with the time limit for an application for approval to be made in terms of Rule H4.3 .

Pitch Protection

- H9 In order to protect the pitch and unless otherwise agreed between both participating Clubs, the following procedures shall be adopted by Players and Officials in the periods immediately before and after and at half time during a League Match or Play-Off Match:
 - H9.1 the pitch shall only be used for warming up or warming down by Players named on the lists of Players provided to the Referee not less than one hour before the time of kick-off;
 - H9.2 pre-match warming up by either team shall not commence until at the earliest 45 minutes before the scheduled kick-off time, shall not last for more than 30 minutes, and shall end not later than 10 minutes before the scheduled kick-off time;
 - H9.3 if portable goals are provided they shall be used for all goalkeeping drills other than crossing practice;
 - H9.4 the goalmouth area shall be used by goalkeepers only if portable goals are not provided or for crossing practice and then only for not more than 20 minutes;
 - H9.5 for the purposes of warming up and warming down each team shall use only part of the pitch between the edge of a penalty area and the half way line or as otherwise directed by the groundsman;

- H9.6 all speed and stamina work shall be undertaken off the pitch parallel to the touchline opposite the side to be patrolled by the assistant referee or, in the absence of sufficient space at that location, in that part of the pitch described in Rule H9.5 or as otherwise directed by the groundsman;
 - H9.7 Players using the pitch at half time shall give due consideration to any other activity or entertainment taking place on the pitch at the same time;
 - H9.8 the Home Club may water the pitch at half time provided that it gives reasonable notice to the referee and the other Club that it intends to do so and that any such watering is carried out evenly over the entire length and width of the pitch; and
 - H9.9 any warming down after the conclusion of the League Match or Play-Off Match shall last for no longer than 15 minutes and for that purpose neither penalty area shall be used.
- H10 Each Club shall provide, maintain and use in such manner as to ensure its efficient and effective operation an adequate winter pitch protection system. Such systems shall be fully utilised by the Home Club before any League Match or Play-Off Match where there is a reasonable possibility of its pitch otherwise being frozen or covered in snow or ice so as to ensure that the League Match is able to take place at the venue and on the date and time scheduled notwithstanding such possibility.

Pitch Condition

- H11 Each Club shall ensure that the field of play at its Registered Ground and at any other ground at which it is the Home Club for a League Match or Play-Off Match is:-
- H11.1 smooth and in good condition and repair; and
 - H11.2 equipped with an efficient and effective drainage system so that it cannot become unplayable due to flooding.
- H12 The Board may, without prejudice to any sanction that might be imposed on a Club for failure to comply with Rule H11, require the Club concerned to take such steps within such time and on such conditions as the Board shall specify, if the Board is not satisfied that the Club concerned is complying or has complied in all respects with Rule H11.

Registration of Ground

- H13 Each Club and a Candidate Club must, subject to Rule D6, register or be deemed to have registered its ground with the Secretary by not later than 1st June immediately preceding each Season.
- H14 No Club shall play its Home matches at any ground other than its Registered Ground without first obtaining the written approval of the Board.

- H15 A Club's or Candidate Club's Registered Ground must be situated in Scotland unless otherwise agreed in writing by the Scottish FA and the Board, save in the case of Berwick Rangers FC for whom approval to have its Registered Ground in Berwick-upon-Tweed, England shall be deemed to have been granted prior to the date of adoption of these Rules.
- H16 Once a Club or Candidate Club has registered its ground with the Secretary it shall not be required to re-register that ground for each succeeding Season in which it is eligible to participate in the League but shall be deemed, on a continuing basis, to have registered same on 1st June immediately preceding each such Season.
- H17 A Club which changes its ground must register its replacement ground with the Secretary in accordance with Rule H13.
- H18 All registered grounds and grounds at which League Matches and Play-Off Matches are played must have floodlights. For Clubs entitled in any Season to participate in Division One, Division Two and the Division One/Division Two Play-Off Competition such floodlights must be and operate at least to the Silver Standard with respect to floodlighting as set out in The Scottish Football Association National Club Licensing Manual in force and as amended or supplemented from time to time. For Clubs entitled in any Season to participate in the Division Three, Division Four and the Division Two/Division Three and Division Three/Division Four Play-Off Competitions such floodlights must be and operate at least to the Bronze Standard with respect to floodlighting as set out in The Scottish Football Association National Club Licensing Manual in force and as amended or supplemented from time to time.
- H19 The dimensions of the field of play for all League Matches and the Division One/Division Two Play-Off Competition played by Clubs in Divisions One and Two shall be as follows:-

	Minimum	Recommended	Maximum
Length	95 metres	105 metres	110 metres
Width	60 metres	68 metres	72 metres

and for all League Matches played in Divisions Three and Four and matches played in the Division Two/Division Three and Division Three/Division Four Play-Off Competitions played the dimensions of the field of play shall be as follows:-

	Minimum	Recommended	Maximum
Length	90 metres	105 metres	110 metres
Width	56 metres	68 metres	72 metres

- H20 Clubs must register their pitch dimensions with the Secretary not less than one month prior to the start of each Season. No Club shall alter its pitch dimensions for any League Match or Play-Off Match during a Season unless with the prior written

consent of the Board. The Board may at any time require a Club to submit a report from a qualified independent source certifying the pitch dimensions.

- H21 In the event of the Board granting a waiver, relaxation or period of grace for the purposes of Rule D6 in relation to compliance by a Club with Rules H4, H13, H14, H18, H19 or H20 then for the period and to the extent of such a waiver, relaxation or period of grace the Club concerned shall not be in breach of the relevant Rule.

Ground Safety, Behaviour at Matches and Damage to Stadia

- H22 All Clubs must have a valid and current safety certificate for its Registered Ground prior to the start of each Season and must maintain such certificate in full force and effect for the duration of each Season.
- H23 Each Club shall, unless a copy shall previously been provided, provide a copy of its safety certificate to the Secretary not less than one month prior to the start of each Season or as soon as available and shall thereafter provide to the Secretary a copy of any replacement, renewed, extended or amended certificate within one month of same being issued.
- H24 All Clubs shall appoint a Safety Officer who shall be or become a member of the Football Safety Officers' Association (Scotland).

Unacceptable Conduct

- H25 A person present at or in a stadium where an Official Match is being played engages in Unacceptable Conduct where their conduct is violent and/or disorderly.
- H26 Conduct is violent where there is (i) actual, attempted or threatened physical violence against a person or persons; or (ii) intentional damage to property.
- H27 Disorderly conduct includes
- H27.1 conduct which stirs up or sustains or is likely or designed to stir up or sustain, hatred or ill will against or towards a group of persons based on their membership or presumed membership of a group defined by reference to a category mentioned in Rule H29 or against an individual who is or is presumed to be a member of such group;
 - H27.2 using threatening, abusive or insulting words or conduct;
 - H27.3 displaying any writing or other thing which is threatening, abusive or insulting; and
 - H27.4 using words or conduct or displaying any writing or other thing which indicates support for, or affiliation to, or celebration of, or opposition to an organisation or group proscribed in terms of the Terrorism Act 2000.
- H28 Presumed in the context of Rule H27.1 means presumed by the person or persons engaged in the conduct.

H29 The categories referred to in Rule H27 are:-

H29.1 female or male gender;

H29.2 colour, race, nationality (including citizenship) or ethnic or national origin;

H29.3 membership of a religious group or of a social or cultural group with a perceived religious affiliation;

H29.4 sexual orientation;

H29.5 transgender identity; and

H29.6 disability.

H30 In Rule H29.3 religious group means a group of persons defined by reference to their religious belief or lack of religious belief, membership of or adherence to a church or religious organisation, support for the culture and traditions of a church or religious organisation and/or participation in activities associated with such a culture or such traditions. .

H31 In Rule H29.5 transgender identity means any one or more of transvestism, transsexualism, inter-sexuality or change of gender.

H32 In Rule H29.6 disability means physical or mental impairment of any kind.

H33 The Home Club in any Official Match must ensure, so far as is reasonably practicable,

H33.1 good order and security;

H33.2 that policies and procedures have been adopted and are implemented to prevent incidents of Unacceptable Conduct; and

H33.3 that any incidents of Unacceptable Conduct are effectively dealt with, all at its Stadium on the occasion of an Official Match

H34 Each Club must ensure, so far as is reasonably practicable, that its Players, officials, supporters and any person exercising a function for or connected with the Club do not engage in Unacceptable Conduct at a Stadium on the occasion of an Official Match.

H35 Any failure by a Club to discharge a requirement to which it is subject by virtue of Rules H33 and/or H34 shall constitute a breach of these Rules.

H36 In any proceedings in terms of the Rules against a Club in which it is alleged that there has been a failure by that Club to discharge a requirement to which it is subject by virtue of Rules H33 and/or H34 it shall be for the Club concerned to prove that it was not reasonably practicable to do more than was in fact done or (as the case may be) that there was no better practicable means than was in fact

used to discharge such requirement. Account shall be taken in such proceedings of the effect of decisions and actions of the local police, public authorities and other Club taking part in an Official Match, in determining whether the requirements of Rules H33 and/or H34 have been discharged.

- H37 The Board may from time to time issue and publish Guidance for Clubs on Unacceptable Conduct; any amendment to such approved guidance to be issued and published from time to time by the Board.
- H38 In any proceedings in terms of the Rules against a Club in which it is alleged that there has been a failure by that Club to discharge a requirement to which it is subject by virtue of Rules H33 and/or H34 a Commission shall when deciding whether such a requirement has been discharged, take into account whether the Club concerned has complied with any Guidance for Clubs on Unacceptable Conduct.
- H39 Proceedings in terms of the Rules against a Club in which it is alleged that there has been a failure by that Club to discharge a requirement to which it is subject by virtue of Rules H33 and/or H34 may only be commenced where the Secretary has received from:-
- H39.1 the police;
 - H39.2 the Scottish FA acting on information received by it from the relevant Official Match referee or other match official;
 - H39.3 any representative of the Company attending the relevant Official Match on behalf of the Company;
 - H39.4 the other Club which took part in the relevant Official Match;
- a written complaint or other written communication which, in the opinion of the Board, provides grounds to believe that such a requirement may not have been discharged; and/or
- H39.5 the Secretary has received or has been appraised of information which in the opinion of the Board, provides grounds to believe that such a requirement may not have been discharged and that the information is such that such proceedings are appropriate notwithstanding that a written complaint or other written communication has not been received from a person or party listed in Rules H39.1 to H39.4 (inclusive).

Damage to Stadia

- H40 In the event that any damage shall be caused to the fabric of the ground, including any fixtures and fittings at the ground, of a Home Club by the supporters of the Visiting Club, on the occasion of an Official Match then the Visiting Club shall be obliged to indemnify the Home Club in the costs reasonably incurred by the Home Club in repairing and making good such damage.

- H41 If any dispute or difference shall arise between a Home Club and a Visiting Club as regards any claim by a Home Club for indemnity against a Visiting Club under and in terms of Rule H40 the Board, or if the Board so decides, a Commission, shall, upon application to the Board made by either Club, consider and adjudicate upon the matter. The determination of such dispute or difference and any determination made by the Board, or as the case may be Commission, shall, subject to any appeal to the Scottish FA, be binding on each of the Clubs concerned.

Giant Screens and LED Perimeter Boards

- H42 Except with the prior written consent of the Board, giant screens or the like at any Club's ground shall not be used to relay to spectators closed circuit pictures of the Official Match at which they are present.
- H43 Any consent given hereunder shall be subject to the Code of Practice governing the use of giant screens in Official Matches or League Cup Matches forming Appendix 2 hereto.
- H44 The Clubs involved in an Official Match may arrange for the match to be relayed by closed circuit television to other locations provided the arrangement is or is in accordance with a policy on such matters approved by the Company in General Meeting and with the Scottish FA Articles and UEFA and FIFA statutes.
- H45 LED perimeter boards or other such boards having the same or similar features, positioned at the side or near to the side of the pitch, which are used or which are capable of being used to display electronically generated graphics and/or images, whether moving or otherwise, may only be used by Clubs during Official Matches where their use is in accordance with the Code of Practice governing the use of LED perimeter boards forming Appendix 1.
- H46 Any failure to comply with an Appendix shall constitute a breach of these Rules.

I Commercial, Broadcast and Sponsorship

Media Co-operation Requirements

- 11 Clubs shall comply with the Media Co-Operation Requirements.

Operating Expenses

- 12 The operating expenses of the Company and the League shall be met, where possible, from Commercial Revenues.
- 13 The Board shall from time to time be empowered, by levy or otherwise, to require Clubs to contribute such sum or sums of money to the funds of the Company as may be required for the business of the Company and the League and to meet any liability which the Company may assume. Any such levy or call for funds shall be contributed on such equitable basis as may be agreed by the Clubs in General Meeting failing such agreement, equally.

Commercial Contracts, Broadcasting and Transmission

- 14 The Company shall in accordance with the Articles and these Rules enter into Commercial Contracts for the purpose of generating Commercial Revenues.
- 15 Subject to these Rules, the Company shall seek to maximise Commercial Revenues.
- 16 The Clubs and each of them agree to centrally pool and market their rights, facilities and properties relating to and concerning, Radio Transmission and Transmission of League Matches and Play-Off Matches for exclusive exploitation by the Company of Radio Transmission and Transmission of League Matches and Play-Off Matches.
- 17 Subject:-
- 17.1 that a Club shall not, other than in respect of a Commercial Contract relating to Radio Transmission or Transmission, be obliged to comply with this Rule 17 if to do so would result in that Club being in breach of a contractual obligation entered into prior to the Commercial Contract concerned being approved to be entered into by the Company; and
- 17.2 these Rules including Rule 121
- the Clubs and each of them shall license and otherwise provide to the Company the use of such of their other rights, facilities and properties as may be required by the Company to enable the Company to enter into and/or fulfil its obligations under and in terms of Commercial Contracts entered or to be entered into by the Company.
- 18 Except in the case of Limited Commercial Contracts where Rule 121 shall apply, the Company shall be entitled for Commercial Contract purposes to sub-license,

package or otherwise deal in or with any rights, facilities and properties licensed or otherwise provided to the Company by the Clubs and Candidate Clubs and each of them.

- I9 The Company shall not grant or purport to grant any exclusive right or rights in relation to Other Transmission of League Matches and Play-Off Matches, which would have the object or effect, whether intentionally or otherwise, of preventing or inhibiting the Clubs or any of them from exercising any rights available to them, which they are not expressly prohibited from exercising in terms of these Rules.
- I10 Except pursuant to a Commercial Contract and subject to the provisions of Rules H42 to H44 (inclusive), there shall be no and each of the Clubs shall in respect of a League Match or Play-Off Match played at their home ground procure that there shall not be any Radio Transmission and/or Transmission of all or any part of a League Match or Play-Off Match without the approval of the Company in General Meeting.
- I11 The Clubs and Candidate Clubs and each of them shall not by act or omission infringe any exclusive rights granted by the Company in a Commercial Contract in relation to Radio Transmission and/or Transmission or otherwise cause any breach thereof to occur.
- I12 The Clubs and Candidate Clubs and each of them shall not grant or purport to grant any exclusive right or rights or generally enter into or accept any obligation in relation to Other Transmission of League Matches and Play-Off Matches which has or would have the effect, whether intended or otherwise, of preventing, restricting or inhibiting the Company from or disadvantaging the Company in competing with the Club or any third party in the Other Transmission of League Matches and Play-Off Matches.
- I13 Where a Club or a Candidate Club shall be involved in the broadcasting and/or transmitting by means of Other Transmission outwith the British Isles of moving pictures of all or any part of a League Match or Play-Off Match, other than pursuant to a Commercial Contract, it shall use its best endeavours to procure, including by use of legal proceedings at its own instance, that no broadcasting and/or transmission which is or would be prohibited within the British Isles by Rules I14 or I16 shall be broadcast and/or transmitted by any person or party, whether with or without the permission of the Club concerned, within, to or which shall be capable of being received in the British Isles.
- I14 Except pursuant to a Commercial Contract and subject to the provisions of Rule H42 to H44 (inclusive) there shall not, without the approval of the Company in General Meeting, be any Other Transmission, within the British Isles, of moving pictures of all or any part of a League Match or Play-Off Match within any period provided for in a Commercial Contract and in any event not, in the case of a League Match or Play-Off Match played on a Saturday until midnight on the next day and on any other day until midnight on that day.

- I15 In the event that the Company in General Meeting, Board or any four Clubs shall at any time consider that there will be Excess Impact in any Season then the Company, Board or any such four Clubs may, not later than 1st January during that Season, request the appointment of an Expert to determine by Expert Determination whether there will be such Excess Impact.
- I16 In the event that it shall be determined by Expert Determination that in any Season there will be Excess Impact then, subject to Rule I17, in respect of the following and all succeeding Seasons, except pursuant to a Commercial Contract and subject to the provisions of Rule H42, there shall not, without the approval of the Company in General Meeting, be any Other Transmission of moving pictures of all or any part of a League Match or Play-Off Match within any period provided for in a Commercial Contract and in any event not, in the case of a League Match or Play-Off Match played on a Saturday until midnight on the next day and on any other day until midnight on that day.
- I17 In the event that it shall be determined by Expert Determination that in any Season there will be Excess Impact and within 60 days of such determination any Club or Clubs and/or the Company shall have commenced in the Court of Session, Judicial Review proceedings which seek to have such Expert Determination reduced or otherwise set aside then, provided always that such proceedings, including any appeal or appeals, shall at all times be progressed to a conclusion with reasonable expedition, then the provisions of Rule I16 shall not come in to effect until the earlier of
- I17.1 the final judicial determination or other termination of such proceedings, including any appeals but excluding any consideration of expenses, where such judicial determination or other termination is other than that the Expert Determination is reduced or otherwise set aside; and
- I17.2 the beginning of the Season following the Season which follows the Season during which such determination was made.
- I18 In January of 2015 and in January every third year thereafter the Board shall call a General Meeting at which the Clubs shall consider whether the Company should request the appointment of an Expert to determine by Expert Determination whether there will be Excess Impact during the then current Season.
- I19 If, at a General Meeting called by the Board in terms of Rule I18, the Clubs resolve that the Company should request the appointment of an Expert to determine by Expert Determination whether there will be Excess Impact during the then current Season the Board shall forthwith request such appointment.
- I20 The Company shall not contract in a Commercial Contract or Contracts:-
- I20.1 so as to require any Home Club to provide, for central exploitation, more than 12 trackside advertising spaces or equivalent at a League Match or Play-Off Match;

- I20.2 for live Transmission of more than four League Matches at the home ground of each Club in any one Season;
- I20.3 so as to require any Home Club to provide for central exploitation more than 1 single and 4 half page programme advertisements in a programme issue for a League Match or Play-Off Match; and/or
- I20.4 so as to require any Home Club to provide more than 50 match tickets (or equivalent hospitality) for any one League Match or Play-Off Match;

provided always that any Home Club may at the request of the Company agree to greater provision on any occasion or occasions.

- I21 Except where a Club agrees in writing to license or otherwise provide to the Company such of its rights, facilities and properties as shall be specified in and on the terms set out in such written agreement, the Clubs and each of them shall not be required to license or otherwise provide to the Company the use of any of their or its rights, facilities and properties to enable the Company to enter into and/or fulfil the Company's obligations under and in terms of Limited Commercial Contracts entered or to be entered into by the Company.
- I22 Any fee, royalty or other payment agreed to be paid by the Company to a Club for the license to use or other provision to the Company by that Club of any of its rights, facilities and properties for the purpose of enabling the Company to enter into and/or fulfil the Company's obligations under and in terms of a Limited Commercial Contract shall not exceed such sum or sums as in the reasonable opinion of the Board will represent the market value at the time to be licensed or otherwise provided of the rights, facilities and properties to be so licensed or otherwise provided by such Club and the Board shall also take account, when agreeing the amount of such payment to such Club, the value of such other rights, facilities and properties which shall be required to enter into and/or fulfil the Company's obligations under and in terms of such a Limited Commercial Contract and which are not licensed or otherwise provided to the Company by a Club with a view to securing an appropriate contribution to Net Commercial Revenues from such a Limited Commercial Contract.

Fixture Lists etc.

- I23 The copyright, database and all other rights in the League's fixture list shall vest in and be the property of the Company.

Gate Receipts

- I24 Subject to Rules I25 and C26 the entire gate receipts of all League Matches and Play-Off Matches (including abandoned or replayed League Matches and Play-Off Matches) shall be retained by the Home Club.
- I25 Should a morning kick-off necessitate the Visiting Club incurring overnight hotel expenses, the Visiting Club shall be entitled to claim reasonable costs (for no more

than 25 persons) from the Home Club against the gross gate. Any dispute in this regard shall be determined by the Board in its absolute discretion. The Visiting Club must make any such claim within 14 days of the match in question and payment or referral to the Board if the Home Club disputes the amount claimed, made by the Visiting Club within 14 days of receipt of the claim.

Admission Prices, Admission to Grounds and Ticket Distribution

- I26 The Home Club, in its absolute discretion, shall determine admission charges for League Matches and Play-Off Matches.
- I27 The Home club must make provision for the admission of such reasonable number of visiting supporters at every home League Match and Play-Off Match as may be agreed in advance with the Visiting Club and, in the event of their being unable to agree such number not later than 14 days prior to the date of the League Match or Play-Off Match in question, the number of visiting supporters allowed shall be determined by the Board whose decision shall be final and binding.
- I28 A section of the ground must be reserved for supporters of the Visiting Club and any tickets for League Matches and Play-Off Matches must be distributed on that basis. Details of these arrangements should be publicised by the Clubs concerned in advance.
- I29 Where tickets for a League Match or Play-Off Match are produced they should be in such a form as to minimise the opportunity for ticket falsification. If forged tickets are found to be in circulation, the Home Club must inform the police forthwith. All tickets should be marked, if possible, so as to identify the distributor.
- I30 The Visiting Club shall, unless it and the Home Club agree otherwise, return any unsold tickets for a League Match or Play-Off Match in its possession to the Home Club not less than 48 hours prior to the scheduled time of commencement of the League Match or Play-Off Match and shall pay the Home Club for any tickets which it sells for a League Match or Play-Off Match no later than 10 days after the scheduled date or dates for such League Match or Play-Off Match. Any Club making late payment shall pay interest to the Home Club on any balance or balances from time to time outstanding until paid in full, at the rate of 5% above the base lending rate of the Bank of England as same may vary from time to time compounded on the first day of each calendar month.
- I31 Except as provided in Rule I32, a Club which is the Home Club for a League Match or a Play-Off Match is prohibited from charging higher admission prices to accommodation designated for supporters of the Visiting Club than for broadly comparable accommodation designated for use by supporters of the Home Club at the same match.
- I32 The prohibition in Rule I31 does not apply to any:-
- I32.1 element of discount in the admission price *per* League Match integral in the price of a Season ticket for all of the home League Matches of the

relevant Club for the complete Season in which the relevant League Match falls;

- I32.2 concessionary admission prices for the relevant League Match or Play-Off Match charged exclusively to persons who are senior citizens, children and/or disabled and who qualify as such; and
- I32.3 concessionary admission prices for the relevant League Match or Play-Off Match charged to individuals comprised in groups of two or more persons, at least one of whom must be less than sixteen years of age, for admission together to a *bona fide* family enclosure exclusively used and designated as such for the complete Season in which the relevant League Match falls or the whole of the relevant Season immediately prior to which the Play-Off Match is held.

Press and Media Facilities

- I33 Without prejudice to the Home Club's right (acting reasonably) to exclude any individual from its ground, the Home Club shall provide at its ground facilities for the representatives of the press, radio and television and for up to 5 media staff from the Visiting Club, one of whom may be a cameraman taking moving pictures and another one of whom may be a photographer taking still photographs. The media staff of the Visiting Club shall be provided, at the cost of the Home Club, with the exclusive use of one Integrated Services Digital Network (I.S.D.N.) (or the equivalent) line. The Home Club may designate a location within their ground where all interviews comprising moving pictures shall be conducted by the media staff of a Visiting Club.
- I34 Subject to any rules and regulations laid down from time to time by the Home Club, an appropriate number of photographers, cameramen and the personnel required to operate television cameras shall be granted access during play to the area between the boundaries of the field of play and the spectators.
- I35 Each Club shall provide a suitable gantry or gantries for use by television cameras and any other moving picture cameras in such an area of its ground and at such an elevation to allow for clear and unobstructed coverage of League Matches and Play-Off Matches. Such gantry or gantries shall be of a standard reasonably satisfactory to the Board.
- I36 The Home Club shall allow access to be given to Radio Transmission and/or Transmission and/or Other Transmission companies and the like and their audio equipment, moving picture cameras and any other equipment to cover League Matches and Play-Off Matches in accordance with any Commercial Contract.
- I37 Where possible, the representatives of the press shall be located within one area of the ground and with an unobstructed view of the field of play.

Defaulting Clubs

- 138 If any Club defaults in making payment of any sum or sums due to the Company and/or to another Club the Board shall be entitled to apply any sums which, including in terms of Rules and/ or the Articles, would otherwise be payable to the defaulting Club by the Company in discharge of any debt due by such Club in default to the Company and/or such other Club in such manner as the Board shall determine.
- 139 If, in the opinion of the Board, there are grounds to believe that a Club may not fulfil or be able, on the basis of information available to the Board, to fulfil all or any of its fixture obligations in Official Matches in the course of a Season then the Board may withhold, retain and/or defer payment of any sums which would otherwise be payable and/or be expected to be paid by the Company to such Club until such time as the Board is satisfied that such fixture obligations have or will be fulfilled.
- 140 The Board may require interest to be paid to the Company and/or to such other Club by such a Club in default on such a sum or sums so due and the balance or balances from time to time outstanding until paid in full, at the rate of 2% above the base lending rate of the Bank of England as same may vary from time to time compounded on the first day of each calendar month and the Board shall be entitled to apply any sums which, under these Rules, would otherwise be payable to the defaulting Club by the Company in discharge of any interest so payable by such Club in default to the Company and/or such other Club in such manner as the Board shall determine.
- 141 Any application, order, direction and/or requirement made in terms of Rules 138, 139 and/or 140 shall be without prejudice to any sanction in relation to such default otherwise imposed in terms of these Rules.

Expert Determination

- 142 In the event that these Rules provide for a dispute arising hereunder to be determined by Expert Determination, such dispute shall be referred to an Expert (who shall have appropriate experience and skill in relation to the matter in dispute) to be appointed by the President for the time being, whom failing the deputy or vice president, of the Chartered Institute of Arbitrators.
- 143 An Expert Determination shall be deemed to commence on the date of acceptance of appointment by the Expert.
- 144 The Expert shall forthwith intimate in writing the commencement of an Expert Determination to the Board and all of the Clubs.
- 145 The Expert so appointed shall decide all disputes referred to him as an Expert and not as an arbiter.
- 146 The Expert shall determine the procedure to be adopted for determination of the

matter in dispute subject always that he shall ensure that the Board and all of the Clubs each have a full, fair and equal opportunity to state their position in the Expert Determination and to respond to the position adopted by others, prior to the Expert making his determination. The Expert shall be under an obligation to take all representations and information made and/or provided to him by the Board and/or the Clubs into account when reaching his decision.

- I47 The Expert shall adjudicate on the matter for determination by him and shall issue his decision in a written reasoned form, dealing with each of the issues of fact and/or law arising during the course of the Expert Determination, within three months of the commencement of the Expert Determination
- I48 The costs and expenses of and incidental to a referral to an Expert and the costs and expenses of the parties shall be borne in such manner and in such proportions as the Expert shall determine.
- I49 Unless all parties to a dispute agree in writing, any representations or concessions made by any party in, or in connection with the proceedings before an Expert shall be without prejudice to such parties' rights and shall not be raised by any other party in any other legal proceedings.
- I50 The Law of Scotland shall apply to any Expert Determination and the Courts of Scotland shall have exclusive jurisdiction to determine any dispute or difference in connection therewith.
- I51 Nothing in these Rules or the Articles shall prevent any Club or the Board aggrieved at the decision of the Expert in an Expert Determination from seeking to have that decision judicially reviewed in the Court of Session.

Definitions and Interpretation

- I52 The following words and terms shall (unless the context otherwise requires) have the following meanings:

"British Isles" means the United Kingdom of Britain and Northern Ireland and Ireland;

"Excess Impact" means, in respect of any Season, that the aggregate Commercial Revenues received and to be received by the Company from Radio Transmission and Transmission will be less than 95% of the aggregate Commercial Revenues, which the Company would have received from such Radio Transmission and Transmission were it not for Other Transmission by Clubs, except pursuant to Commercial Contracts, of moving pictures of League Matches and Play-Off Matches played during or, in the case of Play-Off Matches immediately after that Season;

"Expert Determination" means determination in accordance with the procedure and by the person or persons appointed in accordance with Rule I42 and "Expert"

shall be construed accordingly;

"Other Transmission" means any broadcast or transmission of sounds and/or moving pictures and/or commentary upon any League Match or Play-Off Match which is not Radio Transmission and/or Transmission not consisting solely of the storage and distribution of recorded sounds and/or pictures in tangible form whether such broadcasting or transmission is on a live or recorded basis in whole or as excerpts or clips;

"Radio Transmission" means any terrestrial or satellite, analogue, digital or otherwise radio broadcast or transmission of sounds and/or commentary upon any League Match or Play-Off Match not consisting solely of storage and distribution of recorded sounds in tangible form whether such radio transmission is on a live or recorded basis in whole or as excerpts or clips; and

"Transmission" means any terrestrial or satellite broadcast or transmission of television of moving pictures of any League Match or Play-Off Match or cable relay of such broadcast or transmission or inclusion of such moving pictures in a cable programme service not consisting solely of the storage and distribution of recorded pictures with or without sound in tangible form whether such broadcast or transmission is on a live or recorded basis in whole or as excerpts or clips.

- 153 Wherever the term "moving pictures" is used it means moving pictures with or without sound.
- 154 Wherever the term "rights, facilities and properties" is used this includes, but is not limited to, all contractual and property (whether tangible or intangible) rights all rights in and relating to intellectual property including all rights held by way of license, all image and other similar rights held in respect of Players and all rights of access to databases and database rights generally.

J Inquiries, Commissions, Adjudications and Appeals

Adjudication of Disputes

- J1 If any dispute or difference, the method of resolution of which is not otherwise expressly provided for in these Rules, shall arise between a Club and a Player, the Board or, if the Board so decides, a Commission, shall, upon application to the Board made by either party, consider and adjudicate upon the matter. The determination of such dispute or difference and any award made by the Board, or as the case may be Commission, shall, subject to any appeal to the Scottish FA, be binding on the Club and the Player.
- J2 The Club or Player may request a personal hearing prior to determination of an adjudication, in which case the Player may be represented by a person of his choice. The Club and/or the Player may also be legally represented at any such hearing.
- J3 Either the Club or the Player may appeal, in accordance with the Scottish FA Articles, against the determination of and any award made by the Board or, as the case may be, Commission, in an adjudication.

Power of Inquiry and Determination

- J4 The Board and, where appointed by the Board, a Commission, shall have the power of inquiry into all financial, contractual and other arrangements within, between and/or amongst Clubs and Players and all matters concerning compliance with the Financial Disclosure Requirements and into all matters constituting or pertaining to any suspected or alleged breach of or failure to fulfil the Rules or Regulations by any Club, Official and/or Player or any matter considered by the Board or, where appointed by the Board, a Commission, to be relevant to an Adjudication or an Appeal and every Club and Official and Player shall be liable to and shall afford every assistance to the Board or, as the case may be Commission, as may be requested or required of it or him.
- J5 Subject to Rules J6 and J7, the Board and, where appointed by the Board, a Commission, shall (i) have the power of determination as to whether there has been a breach of and/or failure to fulfil the Rules or Regulations and in Adjudications and Appeals; and (ii) may exercise such of the powers set out in Rules J16 and J17 as it shall think appropriate.
- J6 In the case of an alleged breach of and/or failure to fulfil Rules H33 and/or H34 only a Commission shall have the power of determination as to whether there has been a breach of and/or failure to fulfil those Rules and only a Commission following such a determination may exercise the powers set out in Rules J16 and J17
- J7 Where the Board determines to bring disciplinary proceedings alleging a breach of and/or failure to fulfil Rules H33 and/or H34 the Board shall appoint a Commission to determine whether there has been a breach of and/or failure to fulfil Rules H33 and/or H34 and to exercise such of the powers set out in Rules J16 and J17 as the

Commission shall think appropriate.

- J8 The Board and, where appointed by the Board, a Commission, may require the attendance of any Official, Player and/or other person at any meeting of the Board or a Commission and/or the production to the Board or a Commission of any books, letters and other documents or records whatsoever and howsoever kept relating to or concerning any matter in relation to which the Board, and where appointed by the Board, a Commission, have the power of enquiry or determination in terms of Rules J4 and J5 respectively.

The Panel

- J9 The Board shall from time to time establish and maintain the Panel of such persons as it may consider appropriate to appoint to be a member of a Commission.
- J10 The Panel:-
- J10.1 may include members of the Board; and,
- J10.2 shall include such number of legally qualified persons whom the Board may appoint to sit as a chairman of a Commission and other persons as The Board shall consider appropriate.

Commissions

- J11 Any matter, in respect of which the Board has the power of enquiry in terms of Rule J4 and/or determination in terms of Rule J5, may be dealt with, where appointed by the Board, by a Commission
- J12 A Commission shall comprise not less than three members of the Panel and any decision of a majority of them, subject to the rights of appeal, shall be final and binding. Where the Board appoints a Commission it shall also appoint one of the Commission members to be the chairman of the Commission. The chairman of the Commission must be independent of the parties involved. In the case of a matter concerning Unacceptable Conduct or an allegation of same, the chairman of the Commission must be an advocate or solicitor of not less than 10 years standing.

Rules of Procedure

- J13 The Board may from time to time approve Rules of Procedure governing the conduct of proceedings prior to, of and before the Board or a Commission.
- J14 Every Commission, Club, Official and Player shall comply with any Rules of Procedure approved by the Board.
- J15 Rules of Procedure shall be deemed to be additions to these Rules and to which Rules B4, B5 and B6 shall apply.

Powers of the Board and Commissions

- J16** Upon determining that a breach of or failure to fulfil the Rules or Regulations has been established, the Board or, as the case may be, a Commission may:-
- J16.1** give a warning as to future conduct;
 - J16.2** give a reprimand;
 - J16.3** impose a fine;
 - J16.4** annul the result of an Official Match;
 - J16.5** order that an Official Match be replayed;
 - J16.6** impose a deduction of points;
 - J16.7** award an Official Match (with such deemed score as it thinks appropriate) to a Club;
 - J16.8** order the playing of an Official Match or Matches behind closed doors;
 - J16.9** order the closure of all or part of a Stadium for such period and for such purposes as it thinks appropriate;
 - J16.10** order the playing of an Official Match or Matches at such Stadium as it thinks appropriate;
 - J16.11** order the relegation of a Club to a lower Division and make such consequent orders as to promotion as it shall think appropriate;
 - J16.12** subject to Rule J18, order that a Club be expelled from the League;
 - J16.13** withdraw or withhold the award of a title or award;
 - J16.14** order any Club, Official or Player to pay compensation to any Club, Player, person or party;
 - J16.15** order any Club, Official or Player to comply with any obligation or direction;
 - J16.16** cancel or refuse the Registration of any Player Registered or attempted to be Registered;
 - J16.17** order that a Club concerned be debarred from Registering Players for such period as it thinks appropriate;
 - J16.18** order that any person, persons or group of persons be prohibited from attending at such Official Match or Matches and for such period as it thinks appropriate;

- J16.19 make such other direction, sanction or disposal, not expressly provided for in these Rules, as it shall think appropriate; and/or
- J16.20 make such order as to expenses, including the expenses of the Board and/or, as the case may be, Commission and/or other party, as it thinks appropriate.
- J17 When imposing a direction, sanction or disposal the Board or, as the case may be a Commission, may apply such number and combination of the directions, sanctions and/or disposals provide for in Rule J16 as it thinks appropriate, may make such provision for time to comply with any one or more of same as it thinks appropriate, may defer for such period or until such event as it shall think appropriate the decision on or imposition of a sanction or sanctions and shall be entitled to suspend the effect of any such direction, sanction or disposal for such period and/or on such conditions as it thinks appropriate.
- J18 The expulsion of a Club from the League shall not take effect unless and until it is sanctioned by a resolution passed at a General Meeting of the Company in accordance with the requisite majority specified in the Articles.
- J19 In the case of an Adjudication or an Appeal, the Board or, as the case may be, a Commission, may exercise any of the powers in Rules J16.14, J16.15, J16.19 and/or J16.20 as it shall think appropriate in order to deal justly with the matter before it for determination.

Decisions

- J20 The Board or a Commission determining that there has been a breach of or failure to fulfil the Rules, imposing any penalty on any Club, Official or Player, or when determining an Adjudication or Appeal shall inform in writing each party of any such determination as soon as is reasonably practicable thereafter.
- J21 The Board may determine what, if any, publicity is to be given to a decision of the Board or a Commission.
- J22 Decisions of the Board or a Commission when or in connection with inquiring into and/or determining a matter in terms of Rules J4, J5 and/or J6 shall, subject to any right of appeal to the Scottish FA, be final and binding.

Appeal to Scottish FA

- J23 Any Club or person who or which is the subject of an adverse determination by the Board or a Commission and the Company in the case of a determination by a Commission may, unless the Rules expressly state otherwise and provided the Scottish FA Articles provide for a right of appeal to the Scottish FA, appeal against such determination in accordance with the Scottish FA Articles.
- J24 The procedures for lodging an appeal with the Scottish FA and the powers of the Scottish FA in relation to such appeals shall be as set out in the Scottish FA Articles.

- J25 Where a right of appeal is validly exercised to the Scottish FA the Board or, as the case may be, a Commission shall provide the appellant and the Scottish FA with written reasons for the decision appealed against.

Representation

- J26 A Club, Official or Player appearing before the Board or a Commission may be represented by a solicitor or counsel or by such other representative as it or he may determine.

The Board

- J27 In this Section G of the Rules reference to the Board includes reference to any committee of the Board or person or persons exercising any delegated authority of the Board, whether in terms of the Articles or otherwise, and/or appointed by the Board to discharge any function of the Board.

Advice

- J28 The Board and, where appointed by the Board, a Commission, may seek and obtain such legal and/or other advice and assistance as the Board or Commission shall consider appropriate in relation to or concerning any matter in which the Board or a Commission has the power of inquiry in terms of Rule J4 and/or determination in terms of Rule J5 and Rule J6.

K Miscellaneous

Confidentiality

- K1 Each Director shall not disclose (and shall use all reasonable efforts to prevent the publication or disclosure) in any way or form and at any time to any person, firm or company any Confidential Information save to employees or Directors of the Company and no Director shall use such Confidential Information for its or his own purposes nor for any purposes other than those of the Company.
- K2 Each Club and Director shall not after ceasing, as the case may be, to be a member of the Company or Director, without the authority of the Board, make or keep possession of copies of any documents memoranda or other media on which any Confidential Information is recorded or stored.
- K3 The restrictions contained in Rules K1 and K2 shall cease to apply to information or knowledge, which may come into the public domain otherwise than by way of breach of the Rules.
- K4 Each Director shall, without prejudice to any and all other duties and obligations thereby arising, on his being appointed a Director be deemed to have accepted to be bound by the terms of Rules K1 and K2.

Scottish FA Council

- K5 The Company shall be entitled to nominate representatives to serve as members of the Council of the Scottish FA in accordance with the Scottish FA Articles.

Dual Interests

- K6 The provisions regarding dual interests in the Scottish FA Articles shall apply to the Clubs and Members.

APPENDIX 1

Code of Practice for Use of Giant Screens

- 1 This Code of Practice is designed to guide and provide a framework within which clubs may use Giant Screens for the benefit of enhancing spectators' entertainment at football grounds in Scotland.
- 2 The aim of the Code is to ensure that such Screens are used in a responsible manner by the Home Club, do not impact on the playing of the match, do not undermine the authority or affect the role of the Match Officials in the Match and do not encourage or incite any form of crowd disorder.
- 3 This Code of Practice may only be amended with the approval of the Company in General Meeting.
- 4 The Screens may only be located in a position with a ground, which does not interfere with the playing of a match within the ground in question or cause any distraction or interference to players and/or Match Officials.
- 5 The Home Club shall appoint a competent person or persons who shall act on such club's behalf in editing the pictures and sound to be transmitted via the Screen(s) and the Home Club shall be responsible for all actions of the person(s) appointed for this purpose. It shall be incumbent on the Home Club to ensure that the competent appointed person(s) are made aware of the requirements of this Code of Practice and ensure compliance at all times.
- 6 The following provisions govern the actual use of the Giant Screens:-
 - (a) "Live" action may be shown during the course of the match being played. Action replays are permitted during the course of play, and highlights, showing only the positive aspects of the match, may be shown at half-time and full-time.
 - (b) A Club wishing to show "live" action from a match being played outwith its stadium must seek the prior written consent of the Board, and such consent shall be given on such terms and conditions as the Board may decide.
 - (c) No replays of any negative or controversial incidents may be shown, including actions of any player or official which may be capable of being considered as inciting the spectators or bringing the game into disrepute. Likewise, it shall not be permissible to replay pictures and/or sound of any incidents or matters which may highlight or bring into question the competence or judgment of any Match Officials.
 - (d) No pictures or sound from those occupying the Technical Area may be shown.

- (e) The Screens shall not be used for any purpose, which might be deemed to criticise, undermine or in any way damage the reputation, standing or authority of any Director, Official or Player of any Club, representative of the Scottish FA or League or of any Match Official. Clubs utilising such Screens shall do so in a responsible manner and shall not permit the transmission of any material via the Screen(s) which is capable of bringing the game into disrepute, offending public decency or is capable of inciting misbehaviour or disorder amongst spectators.
- (f) No League copyright material may be transmitted without the prior written consent of the Board.
- (g) In the event of the match within the stadium being the subject of title or competition sponsorship, then no material relating to a competing brand or company within the same product category or its associates may be screened without the prior written consent of the Board.

APPENDIX 2

Code of Practice for Use of LED Perimeter Boards

1. Introduction

With the introduction of LED perimeter boards, the Company has developed this Code of Practice to enable clubs to develop their commercial activities whilst maintaining the integrity of the sport for the players and spectators. The aim of this Code of Practice is to ensure that the use of LED perimeter boards do not impact upon the playing of the match, do not undermine the match officials and do not encourage or incite Unacceptable Conduct.

2. Awareness

The home club should appoint a competent person or persons to edit the visuals displayed on the LED perimeter boards and shall be responsible for their actions. The home club should ensure that the appointed person(s) are aware of these guidelines.

3. Offensive comments

No comment/display of an offensive nature may be shown at any time either pre, during or post match. This would include any graphics which may be deemed to criticise, undermine or damage the reputation of any Club, Player, Match Official, the Company, the League or the Scottish FA. No material should be transmitted which is capable of bringing the game into disrepute, offending public decency or is capable of inciting any form of Unacceptable Conduct.

4. Unacceptable Perimeter Board Usage

The key premise is that the advertising movement must not distract from the match.

The following examples of visuals should not be used during a match.

- Continuous horizontal movement
- Video footage – e.g. television footage/live action
- Comments related to the match action or decisions made by the match officials

In-game betting messages are however permitted during the game.

Non-confrontational goal flashes are also permitted during the match.

5. Sporting Integrity

Penalty Kicks

All perimeter boards must be frozen at the point the ball is placed in the penalty spot. The boards shall remain static until 10 seconds after the penalty is either scored or saved or until the ball is out of play.

Red/Yellow Cards

Clubs may not use the issuing of red and yellow cards as commercial opportunity e.g. "This red card is sponsored by....."

Free Kicks

Where a wall of more than one man is erected for a free kick then the boards should be frozen.

Incidents in the match

Clubs/commercial partners may not refer to specific incidents in the match which may be viewed as contentious. For example a "Goal" flash would be acceptable however a derogatory comment relating to players and/or match officials would be unacceptable.

Opposition

There shall be no deliberate attempt to distract the opposition at any time through the use of perimeter board displays. For example altering brightness, speed, flash bursts during set pieces such as free kicks and corner kicks.

6. Safety Issues

The perimeter board structure must be built and installed in such a way that complies with all the stadium safety regulations and the Laws of the Game.

7. Commercial Integrity

Brightness

Brightness must only be altered for consistency not affect. No brand can be advantaged or disadvantaged by the use of light.

APPENDIX 3

Financial Disclosure Requirements

1. Clubs entitled for the time being eligible to participate in Divisions One and Two are required to comply with Criteria (a)(i) 8.4, 8.11 and 8.12 to the Gold or Silver Standard in Part 2 – National Club Licensing, Section 8 – Legal, Admin, Finance and Codes of Practice Criteria; and (ii) UEFA Ref. Arts. 46, 47, 48, 49, 50, 51 and verification where applicable 52 in Part 3 – UEFA Club Licensing, Section 5 - The UEFA Club Licensing Criteria of the Scottish FA National Club Licensing Manual; and (b) Clubs entitled for the time being eligible to participate in any other Division and Candidate Clubs are required to comply with Criteria (i) 8.4, 8.11 and 8.12 to the Entry Level Standard in Part 2 – National Club Licensing, Section 8 – Legal, Admin, Finance and Codes of Practice Criteria for Entry Level Clubs in The Scottish Football Association National Club Licensing Manual; (all “the Criteria”), all as from time to time amended, varied or supplemented by the Scottish FA, as if the requirements of the Criteria applied to provision of the copies, documentation, and information set out in the Criteria required to be made out and satisfied to the Company on the same basis and to the same extent as the Criteria require to be made out and satisfied to the Scottish FA.
2. By not later than 31 March in each Season each Club and Candidate Club must prove to the satisfaction of the Board that no Compensation, Development Contribution or any other sum was due or had become due and had not been paid in full to any other Club during the 12 month period prior to the immediately preceding 31 December.
3. For all purposes in relation to the Criteria Candidate Clubs in relation to any Season are to be treated as a Club and are required to comply and to have made out and satisfied the Company with respect to the Criteria as if, for the Season in which each of them became a Candidate Club for promotion in respect of the following Season, it was a Club in membership of The Scottish Professional Football League.
4. Subject to paragraph 6 of this Appendix 3, all copies, documentation, verification and information required to be submitted to the Company pursuant to these Financial Disclosure Requirements shall, unless the Board determines otherwise, be given by or on behalf of a Club and a Candidate Club to the Secretary. The Board may determine that it will not be necessary for a Club and a Candidate Club to give such copies, documentation, verification or information to the Secretary but instead to make same or any part of same available for inspection at a specified place. In the event that the Board determines that copies, documentation, certification or information is to be made available at a specified place then same shall be made available to such person or persons as may be designated by the Board or the Secretary on behalf of the Board by or on such date or dates and in such form as the Board or the Secretary on behalf of the Board may specify.
5. Subject to paragraph 6 of this Appendix 3, notwithstanding that the Board or the

Secretary on behalf of the Board may have required copies, documentation, verification or information to be available for inspection at a specified place it shall be open to the Board or the Secretary on behalf of the Board, at any time and any circumstances, to require that such copies, documentation, verification or information shall be sent in such form as the Board or the Secretary on behalf of the Board may specify to the Secretary.

- 6.1 With respect to Future Financial Forecasts ("Forecasts") referred to at F.06 in section 8 of the Scottish FA National Club Licensing Manual the provisions of this paragraph 6 will apply.
- 6.2 Subject to a Club or a Candidate Club exercising its option to provide a Forecast to the Company by means of the Alternative Process provided for in paragraph 6.7 of this Appendix 3, all Forecasts will be sent to the Company by Clubs by secure postal or other delivery method or by hand. Forecasts shall be contained in sealed envelopes and shall be addressed to "The Secretary" and shall be marked "Private and Confidential – Addressee Only".
- 6.3 Forecasts will be reviewed only by the Secretary and/or his nominated accounting and/or legal advisers.
- 6.4 The Secretary shall provide an oral report to the Board where information from or relating to a Forecast is required to be communicated to the Board. A Forecast will not be copied to or be available for inspection by any member of the Board.
- 6.5 All Forecasts provided to the Company in accordance with this Appendix 3 will remain under the control of the Secretary. Forecasts will be held in a locked box within the Company safe. The Secretary will be the only person with access to the locked box. Clubs are entitled, on giving reasonable notice, to inspect the secure method of retention of any Forecast provided by them in accordance with this Appendix 3.
- 6.6 Any Forecast provided by a Club in accordance with this Appendix 3 will, unless required for ongoing matters in relation to this Appendix 3, be destroyed within two years of receipt of such Forecast by the Secretary. The Secretary will advise the relevant Club in writing of the destruction of a Forecast so provided to the Secretary.
- 6.7 A Club and a Candidate Club shall be entitled to notify the Secretary in writing that where it has been required in terms of this Appendix 3 to provide a Forecast that such provision will take place at the offices of the Club concerned. Such written notification, in order for it to be effective, must be given to the Secretary before the date on which the Club or Candidate Club concerned has been required to provide such a Forecast. In such circumstances the Secretary and/or his accounting and/or his legal advisers will attend at the premises of such Club or Candidate Club to review the Forecast at the Club's premises. Where a Club has exercised such option it must confirm in writing to the Secretary that it will retain the Forecast and make it available for future inspection by the Company Secretary and/or his nominated

accounting and/or legal advisers until the Club receives notification in writing from the Secretary that the Forecast may be destroyed by the Club or Candidate Club.

7. The Board may require fulfilment by a Club or the Candidate Club with all or any part of the Criteria and/or the provision of copies, documentation, verification and/or information as may be required by the Criteria notwithstanding that The Scottish Football Association may not have required same.
8. In the Criteria all references to the Club Licensing Committee shall be treated as references to the Board and all references to The Scottish Football Association shall be treated as references to the Company. Words and phrases defined in the Criteria shall, where the context so admits, have the same meaning in this Appendix 3.

APPENDIX 4

Code of Conduct for Under 19 Players ("the Code of Conduct")

Name of Club.....("the Club").

Address of Club.....

.....

Name of Player.....("the Player")

Date of Birth of Player.....

Address of Player.....

.....

Prior to signing this Code of Conduct and Registering the Player, full discussion has taken place and agreement has been reached between the Club, the Player and, for Players aged under 16 years, the Player's parents/guardians as to the educational, technical and match programme to be provided by the Club.

The Player has the potential to become a footballer at the highest level in Scotland and will be Registered as a Player by the Club.

Both the Player and, for Players aged under 16 years, the Player's parents/guardians understand that the Club is committed to the Player's wellbeing, future development and realisation of potential, but that the level of achievement ultimately reached cannot be guaranteed.

In Registering the Player, the Club, the Player and the Player's parents/guardians if appropriate agree to the following Code of Conduct.

The Club agrees to provide

- A safe environment in which the Player can learn and develop without fear of abuse
- Medical screening, monitoring and support for the Player
- A structured football learning programme, appropriate to the age, ability and growth of the Player
- Participation in football matches arranged or approved by the Company and/or Scottish FA
- Trained, screened and qualified coaching and other staff and facilities as determined by the Rules and / or the Scottish FA Youth Initiative Regulations from time to time
- Guidelines to the Player, and if appropriate his parents/guardians, on the best ways for him / them to contribute to the Player's football and personal development

- Educational support (in conjunction with the Player's school if he is still at school) to ensure the continued academic and personal development of the Player
- Regular communication and reports to the Player, and if appropriate his parents / guardians, on the Player's progress
- A code of conduct and rules of the Club

The Player agrees to

- Attend the Club regularly and punctually, behave with self-discipline and give notice of and reason for any absence
- Practice the techniques and skills taught by the Club and attempt to apply them in matches
- Participate in matches away from the Club only as authorised in advance by the Club
- If still at school, attend school regularly and punctually, complete school assignments and behave at school as at the Club
- Follow a lifestyle appropriate to development – spending time positively; eating, drinking, relaxing and sleeping sensibly
- Adhere to the Club's code of conduct and rules

If appropriate (Players under 16 years of age), the parents/guardians agree to

- Encourage and help the Player meet targets, including this Code of Conduct and the code of conduct and rules of the Club
- Support the Player without pressure, praise good work and refrain from criticising lapses
- Set a good example to the Player
- Respect the opportunity given to the Player and not approach or permit any other person to approach any other club about the Player during the currency of the Player's Registration
- Communicate with Club staff, keeping them informed about matters affecting the Player
- Permit the Player to play only in football matches with the Club or authorised in advance by the Club
- Adhere to the Club's code of conduct and rules

The Club, the Player and, if appropriate, the Player's parent/guardian understand that following the Player's Registration by the Club, Development Contribution (or other reimbursement of training costs) may be payable to the Club by any other club that in the future acquires the Player's Registration. The Player and the Player's parent/guardian have been provided with the current Development Contribution amounts.

We, the undersigned, agree to this Code of Conduct

Name.....
(on behalf of the Club)

Signature.....

Date.....

Name.....
Player

Signature.....

Date.....

Name.....
Parent/Guardian, if appropriate.

Signature.....

Date.....

APPENDIX 5

Media Co-Operation Requirements

- A. At every League Match and Play-Off Match which is televised or in respect of which moving pictures are to be recorded by or on behalf of the Company, Home Clubs are required to:
- (i) grant access to reporters, technicians, cameramen, interviewers and others working with or for television, radio and other broadcast media partners with which the Company has a Commercial Contract for the purposes of Section I of these Rules or who are working under a contract with and for the Company to the tunnel and trackside area prior to kick-off for the purpose of approaching Players and Club Officials on the football management and coaching staff of Clubs for interviews during this period (N.B. the decision whether to speak to such media remains with the individuals themselves and Clubs may require that any interview requests are directed through their PR or operations staff) and ensure that branded backdrop boards provided by or on behalf of the League are suitably located for such interviews; and
 - (ii) make reasonable provision for the representatives of the Visiting Club's official website.
- B At every League Match and Play-Off Match which is televised or in respect of which moving pictures are to be recorded by or on behalf of the Company, Clubs are required to:
- (i) ensure that all television and other interviews in front of a camera recording moving images for broadcast take place in front of the branded backdrop boards provided by or on behalf of the League;
 - (ii) ensure that its Players participate in the pre-match "League Handshake" and for live televised matches allow at least one cameraman pitch access for the duration of the handshake; and
 - (iii) make available at least one Official on the football management or coaching staff of the Club and at least one Player who Played in the match for interview after the match within 30 minutes of the final whistle, giving priority to broadcast media partners of the Company with which the Company has a Commercial Contract for the purposes of Section I of these Rules who are broadcasting live (N.B. the League's media guidelines to Clubs that post-match interviews should take place within 10 minutes of the final whistle).

APPENDIX 6

SPFL - Division Membership for Season 2013/2014

Division One

Aberdeen Football Club
Celtic Football Club
Dundee United Football Club
Heart of Midlothian Football Club
Hibernian Football Club
Inverness Caledonian Football Club
Kilmarnock Football Club
Motherwell Football Club
Partick Thistle Football Club
Ross County Football Club
St Johnstone Football Club
St Mirren Football Club

Division Two

Alloa Athletic Football Club
Cowdenbeath Football Club
Dumbarton Football Club
Dundee Football Club
Falkirk Football Club
Hamilton Academical Football Club
Livingston Football Club
Morton Football Club
Raith Rovers Football Club
Queen of the South Football Club

Division Three

Airdrie United Football Club
Arbroath Football Club
Ayr United Football Club
Brechin City Football Club
Dunfermline Athletic Football Club
East Fife Football Club
Forfar Athletic Football Club
Rangers Football Club
Stenhousemuir Football Club
Stranraer Football Club

Division Four

Albion Rovers Football Club
Annan Athletic Football Club
Berwick Rangers Football Club
Clyde Football Club
East Stirlingshire Football Club
Elgin City Football Club
Montrose Football Club
Peterhead Football Club
Queen's Park Football Club
Stirling Albion Football Club