

# **The Scottish Highland Football League Instituted 1893**

## **Constitution & Rules**

### **1 General**

#### **1.1 Name**

1.1.1 The name of this combination of clubs will be called The Scottish Highland Football League and is thereafter referred to as the League.

#### **1.2 Objectives**

1.2.1 The objectives of the League will be:

- a) To conduct each season League and League Cup competitions between the Clubs in Membership.
- b) To conduct such other competitions as may be decided from time to time.

#### **1.3 Definition and Interpretation**

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

1.3.2 Championship Play-Off Competition means the competition which is held pursuant to Rule 8.1.3 to determine the Champion Club (as defined in Rule 8.1.3).

1.3.3 Club means a Football 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;

1.3.4 Confidential Information means all information, details and data of any kind in connection with the business or finances of the League or any Club being confidential or which might reasonably be regarded as being confidential to the League or any Club of which in the case of the League 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 Membership of the League;

1.3.5 Ex officio means a person by virtue of the office held but does not have the right to vote.

1.3.6 Judicial Panel means the body with that name formed by the board of the Scottish FA in terms of the articles of association of the Scottish FA;

1.3.7 Judicial Panel Protocol means the protocol relating to the operation of the Judicial Panel promulgated by the board of the Scottish FA from time to time in accordance with the articles of association of the Scottish FA;

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

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

1.3.10 Play-Off Match means a match played in the Pyramid Play-Off Competition or the Championship Play-Off Competition as the relevant context so requires;

1.3.11 "Pyramid Play-Off Competition" means the competition at the end of the season to determine which Clubs, if any, are to be relegated from the Scottish Professional Football League

("SPFL") to the Scottish Highland Football League ("SHFL") or the Scottish Lowland Football League ("SLFL") and which Clubs, if any, are to be promoted from the SHFL or the SLFL to the SPFL;

1.3.12 Pyramid Play-Off Rules means the rules of the Pyramid Play-Off Competition as set out in Appendix 2 hereto

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

1.3.14 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;

1.3.15 The Scottish FA means The Scottish Football Association Ltd;

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

1.3.17 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

#### **1.4 Designation of Rules by Numbering and Lettering**

1.4.1 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.

## **2 Membership of the League**

2.1 All Clubs must be full members of the Scottish F A with floodlights to a lux level determined by the League Management Committee of the League.

### **2.2 Admission to Membership**

2.2.1 Admission to the Membership of the League will be by written application. Applications will be considered at the Annual General Meeting or Special General Meeting which may at their discretion hear verbal submissions from applicant Clubs.

### **2.3 Registered Ground**

2.3.1 All clubs must confirm in writing that their ground is available to them on every Saturday of the season and also that the ground is available for midweek fixtures throughout the season.

### **2.4 Provision of Services**

2.4.1 All clubs must provide services and facilities pursuant to any contract relating to sponsorship, Radio and Television coverage of the League.

### **2.5 Relationship between Clubs and the League**

2.5.1 In all matters and transactions relating to the League, each Club shall behave towards each other Club and the League with the utmost good faith.

2.5.2 No Club, either by itself its Officials, employees, or voluntary staff under the control of the Club shall by any means whatsoever disparage, belittle, discredit or unjustly criticise any other Club, or the League or in either case any such other Club or the League's officers, employees or agents.

2.5.3 Where the League Secretary considers that a Club Official or employee is in breach of 2.5.1. or 2.5.2., he will refer the matter to the League's Office Bearers. The Office Bearers, under the terms of Section 5.1.5, shall then appoint a Disciplinary Subcommittee to adjudicate.

## **2.6 Confidentiality**

2.6.1 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, 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 League Management Committee'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.

## **2.7 Communication**

2.7.1 Clubs will engage with the League and will be required to respond timeously and effectively to all requests and instructions. Any Club who fails on three occasions during the playing season to respond as requested will be reported to the League Management Committee who will consider if any action is appropriate under article 2.10.2 of the constitution and rules.

2.7.2 Communications will be by e-mail. Clubs must maintain a generic e-mail address which should be monitored at least daily and accessed by two individuals who shall be named to the Secretary. E-mails will be considered to have been received when sent unless there is a failure of delivery notice or an auto response indicating the recipients' unavailability

## **2.8 Official Return**

2.8.1 Each club will forward a copy of the Scottish FA Official Return to the Secretary by 1st June in each year.

## **2.9 Handbook Entry**

2.9.1 Each club will forward a copy of their handbook entry to the Secretary by 1<sup>st</sup> June each year.

## **2.10 Obligations**

2.10.1 All clubs shall, on payment of the annual subscription:

- a) be deemed to have agreed to abide by the constitution and rules of the Scottish Highland Football league
- b) be held accountable for the conduct of officials, employees and volunteers with regard to the constitution and rules of the Scottish Highland Football League
- c) be deemed to consent to abiding by the decisions of the League Management Committee, subject to the right of appeal as provided for under the current Judicial Panel Protocol of the Scottish FA.

2.10.2 Each Club will be liable for a fine and/or expulsion from the competition in the event of their not fulfilling the obligations imposed upon them by their acceptance of membership. The amount of fine on any one count will be subject to a maximum of One Thousand Pounds (£1,000). All fines must be paid within fourteen (14) days, otherwise the offending Club will cease to be a member of the League.

## **2.11 Commitment to National teams**

2.11.1 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.

## **2.12 Scottish Cup Competitions**

2.12.1 Each of the Clubs shall compete in the Scottish Cup competition in each Season if eligible to do so.

### **2.13 Representative Games**

2.13.1 All Member Clubs must release players for any representative match or training session organised by the League in accordance with Scottish FA Registration procedure. It shall be deemed an offence for any Club Official to attempt to dissuade or discourage any player from accepting an invitation to represent the League in such a match or training session. If more than two players of any one Club are required for any representative game, the said Club will be allowed to postpone any League match due to be played on the same date as the representative game.

### **2.14 Misconduct with Intent to Influence Result**

2.14.1 A club, official, team official or other member of team staff, player, or other person directly or indirectly offering or receiving a bonus or any other Inducement to or from another club, official, player, referee or other person to influence the result of a match or otherwise affect the conduct of a match shall be deemed guilty of serious misconduct.

2.14.2 Any club, official, team official or other member of team staff, player who has been approached to be the target or is the target of attempted bribery must notify the Scottish Highland Football League forthwith.

### **2.15 Sponsorship and Broadcasting Matters**

2.15.1 The Scottish Highland Football League may enter into contracts with commercial sponsors and broadcasters and grant certain rights as the Scottish Highland Football League may in its discretion determine to such parties in relation to the League and League Cup Competitions.

2.15.2 All clubs participating in the competitions undertake to provide any rights, facilities and other services as may be necessary for the League to perform the League's obligations.

2.15.3 Failure and/or refusal by a club to comply with any of the terms of the League's obligations as intimated shall be deemed to be an infringement of the Rules and such a club shall be liable to a fine, censure, suspension, ejection from the competition or a combination thereof.

## **3 Finance**

### **3.1 Membership**

3.1.1 All clubs will, by the 1<sup>st</sup> July in each year, pay to the League Treasurer an Annual Subscription as determined by the Annual General Meeting.

3.1.2 New Clubs on being admitted to membership must remit the same annual subscription by that date or within seven (7) days of receipt of written notification of their acceptance as members if that date is after 1<sup>st</sup> July.

### **3.2 Bank Account**

3.2.1 The funds of the League will be controlled through an approved Bank Account standing in the name of the President, First and Second Vice Presidents and the Secretary/Treasurer of the League. Cheques to be signed by two persons from the four named.

### **3.3 Financial Statement**

3.3.1 A financial statement, duly examined and approved, will be submitted to each Club in membership prior to the Annual General Meeting. Two Accountants, with no official League connections, will be elected at the Annual General Meeting to examine the League's accounts.

## **4 Governance**

### **4.1 Office Bearers**

4.1.1 The Office Bearers will consist of a President and two Vice Presidents (First and Second), who will be elected annually. Only persons who have been Members of the Management Committee for a minimum of two years are eligible for election as Office Bearers. The President can serve for a period of three years when he will demit office.

The President and the Vice Presidents will be elected at the Annual General Meeting. In the event of the Presidency falling vacant during the season a Special General Meeting must be called to elect a successor.

4.1.2 The Management Committee will present each new President with the President's Badge of Office which will be returned at the end of his term of office and be replaced by a Past President's Badge.

#### **4.1.3 Nominations**

The Candidates for the post of President and Vice-Presidents must be proposed by one Club, seconded by another Club and signed by the Secretaries or other accredited officials on behalf of the Club.

The nomination forms must be in the Secretary's hands at least twenty-eight days prior to the Annual General Meeting for inclusion in the Agenda.

### **4.2 Committee**

4.2.1 The business of the League will be conducted by the League Management Committee, consisting of the following membership:

- The League President and Vice-Presidents
- A nominated representative from each member club
- The League's Representative to the Scottish FA's Professional Game Board
- The League's Representative to the Scottish FA's Congress
- The Immediate Past President of the League, providing that individual has completed a minimum of two years in office

4.2.2 A member of the Management Committee will only be eligible to represent a particular Club at meetings of the said Committee:

- (a) If he is a bona fide Committee member of the Club he/she purports to represent and is named on their club's Official Return for the current year; and
- (b) is not a member of any other Club represented on the said Committee.

4.2.3 Six members present and voting will form a quorum for meetings of the League Management Committee

4.2.4 The names of the Club representatives will be submitted to the Secretary seven (7) days before the Annual General Meeting. Only one member will represent his/her Club at a Management Committee meeting, except under unavoidable circumstances, when another authorised member from the Club's Official Return will take the place of the appointed member.

### **4.3 Long Service awards**

4.3.1 League Management Committee members will receive a long service award after serving seven (7) years on the Management Committee.

### **4.4 Representative to the Scottish FA's Congress**

4.4.1 The League's representative on the Scottish FA's Congress will be elected by the League Management Committee and serve for a period of two years. This person can either be a current or

former League Management Committee member who has served for a minimum of three (3) years on the League Management Committee and who is named on their club's official return for the current year. This person will be an ex officio member of the League Management Committee.

#### **4.4.2 Nominations**

The Candidates for the post of representative to the Scottish FA's Congress must be proposed by one Club, seconded by another Club and signed by the Secretaries or other accredited officials on behalf of the Club.

The nomination forms must be in the Secretary's hands at least twenty-eight days prior to the Annual General Meeting for inclusion in the Agenda

#### **4.5 Representative to the Scottish FA's Professional Game Board**

4.5.1 The League's representative on the Scottish FA's Professional Game Board will be elected by the League Management Committee and serve for a period of one year. This person can either be a current or former League Management Committee member who has served for a minimum of three (3) years on the League Management Committee and who is named on their club's official return for the current year. This person will be an ex officio member of the League Management Committee.

#### **4.5.2 Nominations**

The Candidates for the post of representative to the Scottish FA's Professional Game Board must be proposed by one Club, seconded by another Club and signed by the Secretaries or other accredited officials on behalf of the Club.

The nomination forms must be in the Secretary's hands at least twenty-eight days prior to the Annual General Meeting for inclusion in the Agenda

#### **4.6 Secretary and Treasurer**

4.6.1 The Secretary and Treasurer will be paid officials appointed by the Management Committee. Their appointment will be confirmed at the following Annual General Meeting. They will not be allowed to vote at any meeting, nor will they be connected with any member Club. All reference to the Secretary and Treasurer in the Constitution and Rules, except as otherwise defined will refer to the Secretary and Treasurer of the Scottish Highland Football League. All communications must be addressed to the Secretary, who will conduct the correspondence of the League. The post of Secretary and Treasurer may be held by the same person.

4.6.2 Additional Administration support staff may be appointed as deemed necessary.

4.7 The Management Committee shall consider at the AGM who shall be nominated as a Patron and Honorary President

### **5 Management**

#### **5.1 Management Committee**

5.1.1 A member of the Management Committee will not be entitled to vote on any issue before the Management Committee when the Club he represents is involved. At the discretion of the President any member may be asked to leave the meeting once he has stated his club's case and answered any pertinent questions from his fellow members. Should such a request be made by the President the member involved must comply with his wishes.

5.1.2 The Committee will have the power to deal with Clubs in breach of League and Cup Rules or infringements, which will embrace protests and/or bringing the game into disrepute.

5.1.3 Any matter not provided herein will be determined and dealt with by the Committee whose decision will be final and binding on all Clubs and parties concerned.

5.1.4 The League Management Committee will have the power to delegate any matter to a Sub-Committee comprising members of the Management Committee and any other co-opted persons who have special skills and knowledge on the subject which has been referred to the Sub-Committee.

5.1.5 The League Management Committee will also have the power to delegate any matter to a Disciplinary Subcommittee, as set out in Appendix 1. The Management Committee may recommend the co-option of other persons with special skills and knowledge on the subject matter which has been referred to the Disciplinary Subcommittee.

## **6 Meetings**

### **6.1 Voting**

6.1.1 At Annual and Special General Meetings, Management and Special Management Committee Meetings of the League, each Club has one vote and the Chairman will have the casting vote only. All decisions arrived at will be by a majority vote of members present at the meeting.

### **6.2 Venue**

6.2.1 All meetings will be held at a venue approved by the League Management Committee. In the event of the designated venue being unavailable the Office Bearers will select a suitable alternative.

Sub Committee Meetings will be held at a suitable venue.

### **6.3 Management Committee Meetings**

6.3.1 Meetings will be held as and when the President or in his absence a Vice-President determines.

### **6.4 Special Management Committee Meetings**

6.4.1 Any three Members of the Management Committee with the consent of their Club or three Clubs may apply to the Office-Bearers for a Special Management Committee Meeting. The written application must state the specific business for which the meeting is required and if found to be competent, the meeting will be convened forthwith. Only the business as stated in the application will be discussed.

### **6.5 Annual General Meetings**

6.5.1 The Annual General Meeting will be held prior to the end of May each year, at which Clubs in membership will be entitled to have three Representatives, one of whom will be the sitting Representative on the Management Committee.

6.5.2 Notice of the Annual General Meeting and all business to be transacted will be intimated to the Clubs in writing, by the Secretary, at least fourteen (14) days before the date of the meeting.

### **6.6 Special General Meetings**

6.6.1 On the Secretary receiving a requisition, signed by not less than three Clubs, or by three members of the Management Committee, he will convene a Special General Meeting; such requisition will state specifically the business for which the Meeting is required. The Meeting will be held within twenty-one (21) days of receipt of the requisition. Only the business as stated in the application will be discussed.

6.6.2 At Special General Meetings, Clubs will have the same rights as at the Annual General Meeting.

## **6.7 Alterations to the constitution**

6.7.1 No alteration will be made to the Constitution or the Rules except at the Annual General Meeting or at a Special General Meeting summoned for this purpose by the League Management Committee or on requisition by three (3) Clubs. Notice of the proposed alteration(s) (unless the proposed alteration(s) is the recommendation of the Management Committee), must be sent to the Secretary on or before 23rd March. A copy of such alteration(s) will be circulated by the Secretary to each Club in membership of the League, who can submit any amendments to the proposed alteration(s) to the Secretary on or before 15<sup>th</sup> April for inclusion in the Agenda of the Annual General Meeting.

## **7. Competition Rules**

### **7.1 General**

7.1.1 All matches will be played according to the Laws of the Game as recognised by the Scottish FA.

7.1.2 All matches must be played on a ground where a gate can be taken. Clubs, however, who may be temporarily dispossessed during a season, may, at their own expense, provide another suitable ground which complies to Club Licensing. In such circumstances, any additional travel expenses must be defrayed by the Home Club.

7.1.3 Clubs must play in their distinguishing colours, which must be intimated along with the Club's Official Return. All teams should play in their registered (1st) strip unless there is a clash of colours. If there is such a clash, then the away team should play in their (2nd) strip. Goalkeepers will wear colours which distinguish them from the other players and from the referee. The players' jerseys must be clearly numbered. The number must be distinct in colour and appear on the back of the players' jerseys.

7.1.4 The make of the Ball used in both League and League Cup games must be the one approved by the Management Committee.

7.1.5 The Secretary will for all intents and purposes be the legal holder of the Trophies in trust for the Management Committee.

7.1.6 The League will issue to the Office Bearers and members of the Management Committee and ex-Presidents of the League a membership card for each season, which will admit the holders to the ground, stand (if seats are available) and Boardroom of all League Clubs in all competitions organised by the League  
Clubs in membership of the League will be bound to recognise these cards and make provision for this recognition.

7.1.7 The League will have printed each season Visitors' Complimentary Tickets which will be issued to the Member Club Officials' listed on the Official Return to be used at away games which will allow them entry to the ground, stand and Boardroom.

No member of the Management of the visiting Club will be entitled to free admission to the home Club ground, stand and boardroom without producing the official ticket. Any Club permitting its tickets of admission to be used by unauthorised persons will be liable to have disciplinary action taken against them by the League Management Committee. Committee Members' tickets will bear their names and are **not transferable**.

7.1.8 All games must commence promptly at the times officially set by the Secretary. Saturday League matches will kick-off at 3.00pm and mid-week matches at 8.00pm unless both Clubs agree to an alternative time, which must be advised to the Secretary for approval before the date of the game.

## **7.2 Postponed Games because of illness**

7.2.1 In the event of a Club finding that six (6) recognised first team players are unable to play due to illness, the scheduled game will be postponed, provided that the medical certificates are in the Secretary's hands 30 hours prior to the game.

## **7.3 Protests**

7.3.1 All questions of eligibility, qualification of competitors or interpretation of the Rules will be referred to the Management Committee, whose decision will be final. Any objection relative to the ground, goal posts or other appurtenance of the game, must be lodged with the Referee before the start of the game. In the case of protests against players, these should be lodged by recorded delivery with the Secretary, in writing, within three (3) days of the match. (Sunday not to count as a day).

Protests must be accompanied by a deposit of Two Hundred Pounds (£200.00) which will be forfeited to the funds of the League should the Management Committee consider the protest to be frivolous or groundless. The Secretary will notify the Secretary of the Club against which a protest has been lodged, in writing, that such a protest has been received and will invite the club to submit a written report on the subject within fourteen (14) days.

## **7.4 Inspection of Grounds**

7.4.1 Where it is clear that due to surface water, snow or frost, a pitch is unplayable the home Club must arrange for a pitch inspection. Exemption for this inspection may be given by the Secretary provided photographic evidence is forwarded. If there is the slightest doubt as to whether the pitch is playable the home Club must have it inspected by a qualified referee.

7.4.2 All pitch inspections must be carried out by a Referee or Assistant Referee affiliated to a Scottish FA Referee Association, whose fee shall be per the League tariff. When the officiating Referee acts as a ground inspector he shall receive his fee and expenses in addition to the fee he receives as referee of the game should it take place, provided that the inspection took place not less than two (2) hours before the game. In the event of the match Referee declaring the ground unplayable less than two (2) hours before the kick-off, the Officials will be entitled to half their fee plus expenses provided that they have arrived at the ground not less than one (1) hour before kick-off.

7.4.3 If because of the prevailing weather conditions, it is doubtful whether the ground will be fit for play, the Home Club must arrange an inspection subject to the following.

In the case of Saturday fixtures, inspection of the ground will take place at a time determined by the distance between the registered grounds of the clubs taking part in the match. These times are:

- 4 hours before scheduled kick-off when grounds are less than or equal to 50 miles apart
- 5 hours before scheduled kick-off when grounds are less than or equal to 100 miles apart
- 7 hours before scheduled kick-off when grounds are more than 100 miles apart

If, by mutual agreement, clubs wish to delay the time of pitch inspection beyond the times set out above, then both clubs must intimate this agreement by e-mail to the Secretary.

In the case of midweek fixtures, a ground inspection must be arranged before 12 noon.

7.4.4 If, because of prevailing weather conditions and weather forecast, it is doubtful whether the ground will be fit for play, both clubs can request a date and time prior to that stated in Article 7.4.3 for a pitch inspection. In this event, both clubs must make a written request by e-mail to the Secretary for permission to have an inspection and must have received written consent from the Secretary before arranging such an inspection.

7.4.5 Should the ground be declared unplayable, the Referee making the inspection must advise the Secretary, in writing, giving the exact time of the inspection. The Home Club will be held responsible for advising the Secretary, all parties officiating, and the visiting Club, without delay.

## **7.5 Pitch Protection**

7.5.1 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:

- (a) 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;
- (b) 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;
- (c) if portable goals are provided they shall be used for all goalkeeping drills other than crossing practice;
- (d) 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;
- (e) 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;
- (f) 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 7.5.1 (e) or as otherwise directed by the groundsman;
- (g) 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;
- (h) 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
- (i) 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.

## **7.6 Pitch Condition**

7.6.1 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:  
smooth and in good condition and repair; and  
equipped with an efficient and effective drainage system so as to minimize the chance of the pitch becoming unplayable due to flooding.

7.6.2 The League Management Committee may, without prejudice to any sanction that might be imposed on a Club for failure to comply with Rule 7.6, require the Club concerned to take such steps within such time and on such conditions as the League Management Committee shall specify, if the League Management Committee is not satisfied that the Club concerned is complying or has complied in all respects with Rule 7.6.1.

## **8 The Scottish Highland Football League Competition Rules**

### **8.1 General**

8.1.1 The Competition will be known as The Scottish Highland Football League. The Management Committee may from time to time rename the competition in terms of any sponsorship agreement or agreements which may be concluded.

8.1.2 The gross receipts of all League matches will be retained by the Club or Clubs on whose ground the League matches are played, unless otherwise mutually agreed upon.

8.1.3 The winning of the Championship of the League will be decided by the results of the Home and Away matches between the Clubs in membership, three points for a win, one point for a draw.

The Club scoring the highest number of points will be declared the Champion.

In the event of two or more Clubs being equal in points, goal difference will decide the Championship.

In the event of the points and goal difference being equal, the club scoring the most number of goals will decide the Championship.

If the points, goal difference and goals scored are the same the Championship will be decided by a Championship Play Off Competition at a venue to be decided by the League Management Committee

8.1.4 If a decision in the Play-off Match to determine the Champion Club has not been reached by the end of ninety (90) minutes, the winners will be determined by the taking of kicks from the penalty mark in accordance with the system laid down by the International Football Association Board

8.1.5 In the Championship Play-Off Competition the gate and stand drawings will be divided equally between the competing clubs after deduction of the following:

- (a) The contesting clubs' travel expenses (Bus travel only at a rate per mile determined by the Management Committee)
- (b) The fees and expenses of the Referee & Assistant Referees
- (c) The cost of Advertising and Policing.
- (d) A ground rent as agreed with the Management Committee is payable to the host club.
- (e) The actual cost of segregation and stewarding, if required, on production of the relevant invoices.
- (f) A per capita payment along with the number involved for hospitality as decided by the Office-Bearers beforehand.
- (g) Any other payment considered appropriate by the Management Committee
- (h) The ball used in the Final Tie will be purchased by the Host Club and will be retained by them as their property after the game. The Host Club will be responsible for the cost of any payment due to the grounds staff and gatemen.

8.1.6 In the event of a Club withdrawing from the competition, or being expelled, all fixtures in which they took part will be declared null and void

### **8.2 Champion Club**

8.2.1 The Champion Club will be entitled to the Championship Trophy and Flag of the League and up to 20 mementos. The Management Committee to provide the Flag and the mementos each year. Such mementos to consist of up to 20 medals struck to an approved pattern. Additional medals may be purchased on request by the winning Club.

### **8.3 Presentation of Trophy**

8.3.1 If logistically possible the League Championship Trophy and Medals will be presented to the Winners at the end of the match in which they win the Championship.

The safe keeping and maintenance of the trophy's good order and condition will be the sole responsibility of the winning club immediately it is presented to them. It will also be the responsibility of the winning club to return the trophy to the League in time for presentation in the succeeding season in the same condition as it was received.

### **8.4 Fixtures**

8.4.1 The copyright, database and all other rights in the League's fixture list shall be vested in and be the property of the League.

8.4.2 League matches in which Clubs take part, shall not be transmitted in whole or in part, in any form, or by any means, electronic, mechanical, recording, via the Internet or otherwise except by the consent of the Management Committee.

8.4.3 Only the Scottish Cup and League Cup competitions shall take precedence over League Fixtures. Application may be made to the League for any other cup competition to be held on a date fixed for League games.

### **8.5 Saturday Fixtures**

8.5.1 The Secretary has the power to arrange Saturday matches as deemed necessary. Clubs will be allocated Home and Away fixtures for each alternate Saturday or as near to this as possible. Clubs must be given five (5) days' notice of any fixture arranged.

The allocated fixtures must be played on the scheduled date except for:

- (a) Reversing the fixture to accommodate adverse ground conditions.
- (b) Clubs can make application to the Secretary to bring forward or defer scheduled Saturday League fixture by four (4) days by submitting an application from both clubs concerned. Each Club must declare on the application, any existing player suspensions that will be incurred on or before the new proposed date. Applications should be in the Secretary's hands not later than four (4) days before the new date.
- (c) If clubs are available and are in agreement, an application can be made to the Secretary to bring forward a scheduled game by submitting an application from both clubs concerned. Each club must declare on the application any existing player suspensions (if known) that will be incurred on or before the new proposed date. Applications should be in the Secretary's hands not later than (4) four days before the new date. The Office Bearers will approve the applications.

### **8.6 Midweek Fixtures**

8.6.1 When required the Secretary will seek the Office-Bearers' approval to arrange midweek fixtures to be played on Wednesdays. The allocated fixtures must be played on the scheduled date except that clubs can make application to the Secretary to bring forward or defer scheduled Wednesday League fixtures by two (2) days by submitting an application from both Clubs concerned. Each Club must declare on the application any existing player suspensions or player suspensions that will be incurred on or before the scheduled date. Applications should be in the hands of the Secretary's hands not later three (3) days before the new date.

### **8.7 Abandoned Fixtures**

8.7.1 In the event of any match being unfinished owing to fog or other causes over which neither Club has any control, floodlight failure excepted, on being ordered to replay, the net gate drawings from the first game will be retained by the Home Club, and in the replay the gate drawings after deducting Police, Referee, Assistant Referees, ground inspection expenses and the transport costs incurred by the visiting club will be divided equally between the contesting Clubs.

In the event of floodlight failure, the circumstances will be discussed and decided by the League Management Committee.

Any match not completed may be ordered to stand as a completed match or replayed for the full ninety (90) minutes as the Management Committee may determine.

## **8.8 Rearrangement of Postponed or Abandoned Fixtures**

8.8.1 Subject to the provisions of sections 8.5, 8.6 and 8.7 of SHFL Competition Rules, the Secretary shall have the power to arrange a new date for postponed or abandoned fixtures.

That date shall be the first available Wednesday, not less than ten days after the date on which the fixture was scheduled.

In determining availability of date the Secretary shall take the following into account:

- the occurrence of Scottish Cup ties and replays, and Highland League Cup ties
- the time of year
- the availability of Saturdays set aside for rearranged fixtures.

## **8.9 Registration of Players**

8.9.1 Subject to rule 8.9.4 below, all players must be registered for their club by the Scottish FA.

8.9.2 To be eligible to play in matches held under the auspices of the League and for registration, a player must have attained the age of 16 years and if from outwith Scotland have obtained an International Transfer Certificate.

8.9.3 A player who is listed on the team lines of a club for a match in the Scottish Highland Football League will be deemed to have played in that match. For the avoidance of doubt, this includes those players listed who are unfielded substitutes in that match.

8.9.4 A trialist is an unregistered player or a player registered with a club playing under the jurisdiction of the Scottish Amateur Football Association, the Scottish Junior Football Association, the Scottish Welfare Football Association, the Scottish Youth Football Association and the North Caledonian Football Association. In either case the player needs to have the relevant permissions to play trial games in the Scottish Highland Football League competition. Players last registered outwith Scotland and who have yet to receive International Transfer Certificate may not play as a trialist in the Scottish Highland Football League competition

8.9.5 No trialist, listed on the Team Lines can play more than three games for any one club in the League competition except in the case of a player whose customary position is that of a goalkeeper who can play no more than six games for any one club.

Trialists must be named on the Team Lines and marked as Trialist with their address, date of birth and registered club (if applicable). Unregistered players must be indicated as such.

8.9.6 In the Scottish Highland Football League, no player, including trialists, can play for more than one club after 31<sup>st</sup> March. Clauses 8.9.8, 8.9.9, 8.9.10 and 8.9.11 provide detail on specific circumstances.

8.9.7 In exceptional circumstances, a club may field as a trialist a player whose customary position is that of a goalkeeper although that player has played for another club after 31<sup>st</sup> March.

In such circumstances, the club concerned must submit a written request to the Secretary stating the circumstances. The Office Bearers of the League will then determine whether or not to grant the request.

8.9.8 Any player registered with a Scottish Professional Football League, a Scottish Lowland Football League or a Scottish Highland Football League Club whose registration is cancelled with the Scottish FA after 31st March cannot play for any club in the Scottish Highland Football League Championship during the current season.

8.9.9 Any player registered with a Scottish Professional Football League, a Scottish Lowland Football League or a Scottish Highland Football League Club who is the subject of a Permanent Transfer between any combination of the aforementioned Clubs after 31st March cannot play for any club in the Scottish Highland Football League Championship during the current season.

8.9.10 Any player registered with a Scottish Professional Football League, a Scottish Lowland Football League or a Scottish Highland Football League Club who is the subject of a Temporary Transfer of Registration between any combination of the aforementioned Clubs after 31st March, including the termination of the Temporary Transfer of Registration from the Borrowing Club to the Lending Club, cannot play for any club in the Scottish Highland Football League Championship during the current season.

8.9.11 Any player who is registered by a National Association outwith Scotland and who is the subject of an International clearance application submitted after 31<sup>st</sup> March cannot play in Highland Football League competitions in the current season

8.9.12 It is the duty of a member Club or the Secretary to report any contravention of Rule 8.9.1 to 8.9.11 to the League Management Committee

8.9.13 In the event of a Club being found guilty of a breach of Rule 8.9.1 to 8.9.10 a fine (subject to a maximum of Five Hundred Pounds [£500]) and a mandatory three (3) point deduction will be imposed for each game in which an infringement occurred.

Neither the League Management Committee nor the Judicial Panel nor the Secretary shall be entitled to waive or modify the application of this Rule in any circumstances.

## **8.10 Number of Players and Substitutes**

8.10.1 A team shall consist of eleven players and is permitted to list up to a maximum of seven (7) substitutes, of whom not more than 3 may take part in the match. The team list may include two (2) recognised goalkeepers.

## **8.11 Team Lines**

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

Not later than 30 minutes before the start of the match, each club shall hand to the referee, and to its opponent, a duplicate of the Official Team Line. The Official Team Line shall contain accurate and complete details of the numbers, full player names in relation to not more than 18 players, together with full names of the technical personnel to be seated within the technical area (subject to a maximum of 6 such technical personnel). The Official Team Line must be properly completed in block capitals, and signed by the Secretary or other accredited official. Upon signature by the Secretary or other accredited official, such Official Team Line will be deemed to be complete and binding on the club concerned.

The 11 first-named players in the Official Team Line must commence the match. The other named players are designated as substitutes.

The numbers on the players' shirts must correspond with the numbers indicated on the Official Team Line. The goalkeepers and team Captain must be identified.

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

Trialists must be named on the Team Lines as per rules 8.9.4 and 8.9.5.

### **8.12 Replacement of players on the Official Team Line**

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

8.12.2 If for any reason changes require to be made to the Official Team Line (and the said changes are accepted by the match official) then the club must notify its opponent and press immediately thereafter.

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

### **8.13 Admission charges**

8.13.1 The Home Club, at its discretion, shall determine admission charges for League Games, subject to a minimum of £8 for Adults.

8.13.2 The Home Club shall determine concessionary admissions for League games.

8.13.3 In the event of a game being abandoned the admission charges will be the same as for the original fixture unless the two clubs come to an amicable agreement.

## **9 Pyramid**

9.1 A Pyramid Play-Off Competition shall take place each year and shall be played in accordance with the Pyramid Play-Off Rules as detailed in Appendix 2.

9.1.1 Subject to the terms of this Rule, all Clubs that are, as at 31 January in the relevant year, able (based on their then points total and number of remaining games) to become the Champion Club (in accordance with Rule 8.1.3) shall, prior to 31 March in the relevant year apply to become members of the Scottish Professional Football League (the "Application"). The Application shall set out in detail the Club's ability to comply with all of the entry requirements contained within Rules of the Scottish Professional Football League as at 31 March in that year and, shall also confirm that the Club shall, on an on-going basis, comply fully with all of the Rules of the SPFL (as amended from time to time by the Board of the SPFL) should the Club become a member of the SPFL. Notwithstanding the foregoing, it is agreed that any Club which is not able (based on their then points total and number of remaining games) to become the Champion Club (in accordance with Rule 8.1.3) as at 31 March in the relevant year shall not be obliged to submit an Application.

## **10 Scottish Highland League Cup Rules - Instituted in 1946**

### **10.1 General**

10.1.1 The Competition will be known as The Scottish Highland Football League (Morganti) Cup and the name is the property of the Scottish Highland League. The Management Committee may from time to time rename the competition in terms of any sponsorship and media agreement or agreements which may be concluded. The competition will be held annually and will be open to all clubs in membership of the Scottish Highland Football League on payment of an Entry Fee as determined at the Annual General Meeting.

10.1.2 The Competition will be conducted by the League Management Committee, who will decide the dates of all ties.

### **10.2 Ballot for ties**

10.2.1 The Management Committee will decide the number of ties before the draw takes place.

10.2.2 The Clubs will be balloted in pairs and these Clubs will play a single tie. Any Club whose name is not drawn will receive a bye into the next round.

10.2.3 The winning Clubs and the name of the Club/s which received a bye in the previous round will then be balloted in pairs.

10.2.4 The Clubs will compete as in the previous round, and so on until two Clubs are left to compete in the final tie.

### **10.3 Ground for Ties**

10.3.1 The clubs drawn to compete in all rounds except the final will play on the ground of the first named drawn in the ballot unless otherwise deemed by the Management Committee. If for any reason the ground is out of commission, the Office-Bearers can decide on another venue. In the final tie, which will consist of one match, the game will be played on a ground selected by the Management Committee.

### **10.4 Postponements & Abandonments**

10.4.1 In the event of a tie being postponed, the Secretary shall reschedule the tie for the soonest practicable date.

10.4.2 In the event of a tie being unfinished owing to adverse weather or other causes over which neither Club has any control, the Secretary shall reschedule the tie for the soonest practicable date.

10.4.3 In the event of a game being abandoned the admission charges will be the same as for the original fixture unless the two clubs come to an amicable agreement.

### **10.5 Drawn Ties**

10.5.1 If the score is equal at the end of ninety minutes play, an extra fifteen minutes each way will be played. If at the end of extra time there is still equality, the winner will be determined by the taking of kicks from the penalty mark in accordance with the rules laid down by the International Football Association Board.

### **10.6 Admission**

10.6.1 The League Management Committee will fix the minimum admission charges for all Ties. Club Season Tickets and Membership Tickets will not be accepted for admission.

## **10.7 Division of Receipts and Payment of Expenses in Round One, Round Two and the Semi Final Ties**

10.7.1 When a match is played on the ground of one of the competing Clubs, the total gate and stand receipts at all ties, after deducting Police, Referee, Assistant Referees and ground inspection expenses (if incurred) will be divided between the two competing Clubs equally.

The home club will be responsible for payment of match expenses.

The home club will pay the visiting club their share of the gate within seven (7) days of the game taking place.

## **10.8 Final Tie**

10.8.1 In the Final Tie the gate and stand drawings will be divided equally between the competing clubs after deduction of the following:

- (a) The contesting clubs' travel expenses  
(Bus travel only at a rate per mile determined by the Management Committee)
- (b) The fees and expenses of the Referee & Assistant Referees
- (c) The cost of Advertising, Medals and Policing.
- (d) A ground rent as agreed with the Management Committee is payable to the host club.
- (e) The actual cost of segregation and stewarding, if required, on production of the relevant invoices.
- (f) A per capita payment along with the number involved for hospitality as decided by the Office Bearers beforehand.
- (g) Any other payment considered appropriate by the Management Committee
- (h) The ball used in the Final Tie will be purchased by the Host Club and will be retained by them as their property after the game. The Host Club will be responsible for the cost of any payment due to the ground staff and gate operator.

## **10.9 Compulsory Registration of Players**

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

10.9.2 In exceptional circumstances, a club may register a player whose customary position is that of a goalkeeper after the scheduled date for a tie. In such circumstances, the club concerned must submit a written request to the Secretary stating the circumstances. The Office Bearers of the League will then determine whether or not to grant the request.

10.9.3 The players in a team may be changed from match to match, but a club may not play, or list as a named substitute, any player who, in the same season, has played (as one of the 11 first-named players or as a fielded substitute) for another club in the competition.

10.9.4 For the avoidance of doubt, a player who is on a Temporary Transfer to or from a club in membership of the Scottish Junior Football Association, the Scottish Juvenile FA and the North Caledonian Football Association can play in this competition for a club he is registered with.

## **10.10 Number of Players and Substitutes**

10.10.1 A team shall consist of eleven players and is permitted to list up to a maximum of 7 substitutes, of whom not more than 3 may take part in the match. In the event of extra time being played, the terms of 10.12.5 apply.

The team list may include 2 recognised goalkeepers.

10.10.2 The players in a team may be changed from match to match, but a club may not play, or list as a named substitute, any player who, in the same season, has already played (as one of the 11 first-named players or as a fielded substitute) for another club in the competition.

### **10.11 Eligibility of Players**

10.11.1 All players in the Competition must be eligible to play in the relevant match having regard in particular (but without prejudice to the generality) to the Registration Procedures and the Disciplinary Procedures of the Scottish Football Association

10.11.2 When a match which is postponed, drawn, or abandoned, is played or replayed, only those players who were eligible by means of their registration at the date fixed for originally playing the Round, may play. For the avoidance of doubt the operation of the Disciplinary Procedures has no impact on the application of this rule.

### **10.12 Team Lines**

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

10.12.2 Not later than 30 minutes before the start of the match, each club shall hand to the referee, and to its opponent, a duplicate of the Official Team Line. The Official Team Line shall contain accurate and complete details of the numbers, full player names in relation to not more than 18 players, together with full names of the technical personnel to be seated within the technical area (subject to a maximum of 6 such technical personnel). The Official Team Line must be properly completed in block capitals, and signed by the Secretary or other accredited official. Upon signature by the Secretary or other accredited official, such Official Team Line will be deemed to be complete and binding on the club concerned.

10.12.3 The 11 first-named players in the Official Team Line must commence the match. The other named players are designated as substitutes.

10.12.4 The numbers on the players' shirts must correspond with the numbers indicated on the Official Team Line. The goalkeepers and team Captain must be identified.

10.12.5 Only three of the substitutes listed on the Official Team Line may take part in the match during the normal playing time of ninety minutes.

If the score is equal at the end of ninety minutes play and extra time is being played, then each team is entitled to use an additional substitute

A player who has been substituted may take no further part in the match.

### **10.13 Replacement of players on the Official Team Line**

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

10.13.2 If for any reason changes require to be made to the Official Team Line (and said changes are accepted by the match official) then the club must notify its opponent and press immediately thereafter.

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

#### **10.14 Contravention of Registration**

10.14.1 It is the duty of a member Club or the Secretary to report any contravention of Rule 10.9.1 to the League Management Committee.

10.14.2 Where a club is found to have named within an Official Team Line a player who is not eligible to participate as per Rule 10.9.1 in the relevant match in the Competition pursuant to the Registration Procedures and/or the Disciplinary Procedures, then such club will be ejected from the Competition. Similarly, where a club is found to have named within an Official Team Line a player who, in the same season, has already played for another club in the Competition, then such club will be ejected from the Competition. Neither the League Management Committee nor the Judicial Panel nor the Secretary shall be entitled to waive or modify the application of this Rule in any circumstances.

#### **10.15 Awards**

10.15.1 Twenty (20) mementos for the winning team, and the same for the runners-up of approved quality and pattern will be presented at the Final. Additional medals may be purchased on request by the winning Club. Mementos will also be presented to the match officials

#### **10.16 Presentation of the trophy**

10.16.1 When the winning team is declared, the Secretary of the Competition will hand the Trophy to its representatives.

The safe keeping and maintenance of the trophy's good order and condition will be the sole responsibility of the winning club immediately it is presented to them. It will also be the responsibility of the winning club to return the trophy to the League in time for presentation in the succeeding season in the same condition as it was received.

### **11 Referees**

11.1 The Scottish FA will appoint Refereeing Officials to all games. Their fees and expenses will be as per the League tariff.

11.2 The referee will have power in all matches to decide as to the fitness of the playing surface.

11.3 The tariff for Referees will be reviewed annually by the Management Committee and will be paid by the ground Club on the day of the match.

11.4 At the end of each playing season member Clubs will submit to the Secretary a statement of all Match Officials' expenses for league games. Average expenses will be calculated and the Club charged or reimbursed as appropriate.

11.5 Referees must report to the League:

- (a) The exact time of the commencement of each game, along with the name of the Club responsible for a late start.
- (b) The result of each game.
- (c) Submit team sheets as supplied to them by both teams within three (3) days of the match (Sunday not to count as a day).

11.6 The Refereeing Officials will receive a long service award after giving eleven year's continuous service.

## **12 The Scottish Highland Football League Standing Orders**

12.1 All meetings of the League Management Committee will be held according to the Constitution.

12.2 The Secretary will give three (3) clear days' notice to each member of every ordinary meeting of the League Management Committee.

12.3 The notice of all intended motions or business not on the Agenda will be given in writing to the Secretary, who will place them on the Agenda in the order received. No motion of which notice has not been given at a previous meeting will be considered unless urgency is pleaded and the consent of two-thirds of the members is obtained.

12.4 The Order of Business will be as follows:

(a) Minutes of previous ordinary meeting and of any special meetings will be circulated with the Calling Notice of the meeting and, if adopted, be signed by the Chairman and Secretary.

(b) The Chairman will have the power at any time to alter the order in which the business is conducted.

12.5 Each member speaking will address the Chairman and not any other member. All other members will remain silent during the time any one member is addressing the Chairman. When the Chairman addresses the meeting, all members will remain silent.

12.6 The mover of an original motion, and not of any amendment (unless it becomes an original motion) will alone have the right to reply, and on his having replied, any discussion will be closed, and the question be put immediately from the Chairman. No other member will be allowed to speak more than once on the same question, unless permission is given, to explain, or the attention of the Chairman is being called to a point of order.

12.7 The cross-examination of the parties before the League Management Committee will also be conducted by the Chairman. Members may ask questions through the Chairman.

12.8 When two or more amendments have been proposed against any one motion, the order of procedure will be by first voting on these amendments, placing one against the other. The Chairman will then put the successful amendment against the motion, the result of which will become the finding of the meeting. This result will duly be recorded in the Minutes.

12.9 All votes will be taken by a show of hands, by ballot or by a roll call vote.

12.10 Six members will form a quorum and if it is found during the transaction of business that a quorum is not present, the Chairman will declare the meeting at an end.

12.11 It will be the duty of the Chairman to preserve order, and to ensure that every member receives a fair hearing. He will decide all questions of order that may arise. He will decide the question of priority as between two or more members claiming to be heard by calling on the member whom he first observed wishing to speak.

12.12 No motion to alter or rescind a decision of the League Management Committee will be competent within three months from the date of its adoption, except with the consent of two thirds of the members present.

12.13 A Member representing a Club in dispute will be given the opportunity to state their case after which they will be asked to leave the meeting to allow discussion and voting on the contentious issue. After which they will be invited to rejoin the meeting and the Chairman will advise them of the outcome of the Committee's deliberations during their absence.

12.14 No motion for the suspension of Standing Orders will be carried unless supported by two-thirds of the members present.

### **Appendix 1 - Disciplinary Subcommittee**

1. The Disciplinary Subcommittee shall be a body appointed by the Management Committee to oversee any disciplinary issue regarding breaches of the constitution and rules of the League, or league or cup competition rules.
2. The Disciplinary Subcommittee will comprise three persons, independent of any Club connected with the alleged breach.
3. The Disciplinary Subcommittee will be chaired by an Office Bearer of the League, but in the event of none of them being deemed suitably independent, a Past President of the League shall chair the Subcommittee, failing whom a person nominated by the League Management Committee.
4. On appointment, the Disciplinary Subcommittee will receive notification of the alleged breach from the League Secretary. They will also receive copies of all documents, letters, correspondence or other such documents that they shall need to adjudicate on this matter. For the avoidance of doubt, this will include any response from the party or parties charged with the breach.
5. The Disciplinary Subcommittee may at its option, review documentation and if a guilty plea is noted it may adjudicate on an appropriate punishment. However, if the Committee feels that it requires further information from the party charged, it may call a hearing to consider further submissions to allow it to adjudicate on an appropriate punishment.
6. The Subcommittee shall at its option call the charged party to appear at a full disciplinary hearing on all matters at a date, time and venue giving 7 days' notice of such hearing to the charged party.
7. The Party or parties charged with the breach are required to attend the hearing. The party is entitled to be accompanied by a representative at the hearing. The cost of such representation is the responsibility of the party charged.
8. The hearing shall comprise reading of the charge and review of any documentation lodged on behalf of the League Secretary. The charged party will be entitled to make an opening submission as will his appointed representative. The Disciplinary Subcommittee shall be entitled to ask questions regarding the incident or incidents concerned and any other such previous or subsequent related matters. The charged party will at the closure of the hearing be allowed to make a closing statement.
9. The Disciplinary Subcommittee may at its option retire to consider a decision or postpone the meeting for the consideration of further information or the taking of further advice before delivering any decision. The Committee may also issue a verbal decision at the hearing or issue a written decision at a subsequent date but, in any event, no later than 14 days from the date of said hearing.
10. Should the charged party either fail to attend the Disciplinary hearing or fail to respond timeously, or cooperate with enquiries, the Subcommittee shall have the power to adjudicate on the matter without further recourse.
11. The charged party has the right of appeal from the decision of the Disciplinary Subcommittee to the Scottish Football Association in terms of their rules and the disciplinary procedures. Such appeal will require to be marked within a period of 7 days.

## **Appendix 2**

### **Pyramid Play-off Competition Rules**

I Definitions, Interpretation and Infringement of these Pyramid Play-Off Competition Rules

(a) In these Pyramid Play-Off Competition Rules, the following words and terms shall (unless the context otherwise requires) have the following meanings:

“Club 42” means the Club occupying position 42 or if there are more than 42 Clubs in the Scottish Professional Football League (“SPFL”) in the relevant Season the Club occupying the lowest position in the SPFL at the end of the relevant Season;

“Membership Criteria” means the membership criteria of the SPFL;

“Pyramid Play-Off Competition” means the competition at the end of the season to determine which Club, if any, is to be relegated from the SPFL to the Scottish Highland Football League (“SHFL”) or the Scottish Lowland Football League (“SLFL) and which Club, if any, is to be promoted from the SHFL or the SLFL to the SPFL;

“Radio Transmission” means any terrestrial or satellite, analogue, digital or otherwise radio broadcast or transmission of sounds and/or commentary upon any match taking place as part of the Pyramid Play-Off Competition 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;

“rights, facilities and properties” 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;

“Team Lines” means the team lines using the format set out in the annex to these Pyramid Play-Off Rules which shall be utilised for all matches played in the Play-Off Competition; and

“Transmission” means the transmission through any available device or medium of any terrestrial or satellite broadcast or transmission of television of moving pictures (with or without sound) and any other means of transmission of moving pictures, including, without limitation, by broadband, IPTV, mobile network or any other new or other media means or mode of transmission of any match taking place as part of the Pyramid Play-Off Competition 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.

(b) References to rules within these Pyramid Play-Off Rules are references to the rules that are contained within this annex unless otherwise stated. Capitalised words and phrases not defined in these rules have the meanings ascribed to them in the Rules of the SPFL.

(c) Any amendment to these Pyramid Play-Off Rules must be agreed by each of the Scottish FA, SPFL, SHFL and SLFL prior to it becoming effective.

### **II Infringement of Pyramid Play-Off Competition Rules**

(a) Any club, Official, Player, or other person, who infringes any of these Pyramid Play-Off Rules, shall be liable to a fine, censure, suspension, order to replay a Pyramid Play-Off Match (in the case of

a club), ejection from the Pyramid Play-Off Competition (in the case of a club) and/or any such other sanction(s) as specified within the Judicial Panel Protocol of the Scottish FA.

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

a club which is found to have infringed these Pyramid Play-Off Rules, may be ordered to replay the Pyramid Play-Off Match in question, at a time and venue and subject to whatever conditions (including as to allocation and/or indemnification of financial benefits and liabilities) as deemed appropriate by the Judicial Panel in its absolute discretion;

(ii) where a club is found to have named within Team Lines a player who is not eligible to participate in the relevant match in the Pyramid Play-Off Competition pursuant to these Pyramid Play-Off Rules and/or the disciplinary procedures of the Scottish FA, then such Club will be ejected from the Pyramid Play-Off Competition. No party or other body (including but not limited to the Judicial Panel) shall be entitled to waive or modify the application of this Rule in any circumstances; and in the event of disorderly conduct by a club in breach of the Articles of Association of the Scottish FA, such club may be ejected from the Pyramid Play-Off Competition.

(c) For the avoidance of doubt, the provisions of this rule II do not supersede or override the terms of any other rule which addresses sanctions for infringement thereof.

(d) No appeals shall be permissible from a Judicial Panel decision in relation to an infringement of these Pyramid Play-Off Rules.

(e) Notwithstanding the terms above, the Scottish FA has the power to investigate any matter pursuant to the operation of the Pyramid Play-Off Competition.

### **III Team Eligibility and Running of Competition**

(a) The League Champions of the SHFL and the SLFL at the end of season 2015/2016 and in each season thereafter will (subject to rule III(f)) take part in the Play-Off Match which shall consist of a home and away two-legged match approved and organised by the Scottish F.A to determine, subject to these rules, which club shall take part in the Pyramid Play-Off Match. A draw supervised by the Scottish FA will determine which club has home advantage in the first match.

(b) The winner of the match detailed in rule III(a), or the team determined in accordance with rule III(f), will enter a home and away two-legged match against Club 42 known as the "Pyramid Play-Off Match". The Pyramid Play-Off Match pursuant to this rule III(b) shall be approved and organised by the SPFL and the basis on which the Pyramid Play-Off Match shall take place shall be as specified in the SPFL Rules. The winner of the Pyramid Play-Off Match will be entitled to be a member of and play in the SPFL League Two during the immediately succeeding Season and shall thereafter comply with the Rules and Regulations of the SPFL.

(c) In the event of Club 42 losing the Pyramid Play-Off Match, it will be relegated to the SHFL League if its Registered Ground is located North of Degree of Latitude 56,4513N or to the SLFL if its Registered Ground is located South of Degree of Latitude 56,4513N and it shall thereafter comply with the rules and regulations of the relevant league.

(d) The winning club in the Play-Off Match will be the club which scores the greatest number of goals over the relevant two match tie. In the event that the aggregate scores are equal after the second leg of the tie, extra time of thirty minutes (fifteen 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.

(e) The two legs in each of the Play-Off Match and the Pyramid Play-Off Match will take place on dates and at times determined by the SPFL Board.

(f) In the event that one of the Champion Clubs in the SHFL or the SLFL fails to comply with the Membership Criteria in circumstances where it is required to do so as the Candidate Club in terms of the SPFL Rules, and the SPFL Board has not granted any waiver, relaxation or period of grace in respect of that club's requirement to comply with the Membership Criteria, there will be no Play-Off Match in terms of rule III(a) and, the other Champion Club will automatically go forward to the Pyramid Play-Off Match in terms of rule III(b).

(g) In the event that neither the Champion Club of the SHFL nor of the SLFL complies with the Membership Criteria in circumstances where it is required to do so as the Candidate Club in terms of the SPFL Rules, and the SPFL Board has not granted any waiver, relaxation or period of grace in respect of both Clubs' requirement to comply with the relevant part of the Membership Criteria, there will be no Pyramid Play-Off Competition at the end of the relevant Season and Club 42 will retain its place in the SPFL in the immediately succeeding Season.

#### **IV Competition Rules – General**

##### **Laws of the Game**

(a) All matches will be played according to the Laws of the Game as recognised by the Scottish Football Association Ltd.

##### **Appointment of Match Officials**

(b) Match officials shall be appointed by the Scottish FA from those referees whose names are included in the list of referees maintained by the Scottish FA.

(c) A Club may not refuse to accept the services of any match officials appointed by the Scottish FA. If any Club refuses to play a match due to an objection or concern about the identity of any match official, it shall be liable to ejection from the Play-Off Competition together with such other sanctions as are imposed pursuant to the provisions above under the heading of Infringement of Pyramid Play-Off Rules.

(d) Fees and expenses of match officials shall be paid by the Scottish FA in accordance with paragraph (ff) of these Pyramid Play-Off Rules.

##### **Clash of Colours**

(e) When the colours of the two competing clubs in the same match 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. Whether or not there is a clash shall be determined by the referee in his sole discretion.

(f) 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. Whether or not there is a clash shall be determined by the referee in his sole discretion.

##### **Number of Players and Substitutes**

(g) Except for the circumstances described below under Replacement of Players on a Team Line, a team shall consist of eleven players and is permitted to list a minimum of five substitutes up to a maximum of seven, of whom not more than three may take part in the match. The team list must include two recognised goalkeepers, one of whom must be named as a substitute.

### **Eligibility of Players**

(h) Only a Player registered at the Scottish FA by a Club on 31 March in the year of the relevant Play-Off Competition shall be entitled to be listed on the Team Lines of said Club for the purposes of playing in the Play-Off Competition.

(i) All Players in the Pyramid Play-Off Competition must be eligible to play in the relevant match having regard in particular (but without prejudice to the generality to the Registration Procedures and the Disciplinary Procedures.

### **Team Lines**

(j) The Team Line for matches in the Pyramid Play-Off Competition shall permit the listing of eleven players, a minimum of five substitutes up to a maximum of seven, and six technical personnel. The Team Line must be submitted in order to enable a Club to participate in a match in the Pyramid Play-Off Competition.

(k) Not later than 60 minutes before the start of a leg of a match, each Club will hand to the Referee and to its opponents a duplicate of the Team Lines for that club for the relevant leg. The Team Line shall contain accurate and complete details of the numbers, full player names in relation to not more than eighteen players, together with full names of the technical personnel to be seated within the technical area (subject to a maximum of six such technical personnel). The Team Line must be completed in block capitals, and signed by the club secretary or other accredited official. Upon such signature, such Team Line shall be deemed to be complete and binding on the Club concerned.

(l) The eleven first named players on the Team Line must commence the match. The other named players are designated as substitutes. The numbers on the players' shirts and/or shorts must correspond to the numbers indicated on the Team Line. The goalkeepers and team captain must be identified.

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

(n) It is recommended that a club's doctor and physiotherapist are listed on the Team Line and accommodated in the technical area within the category of technical personnel.

### **Replacement of Players on the Team Line**

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

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

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

(r) If for any reason changes require to be made to the Team Line pursuant to the above provisions (and said changes are accepted by the referee) then the club must notify its opponent immediately thereafter.

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

(t) The Scottish FA and/or the SPFL shall keep a register of the names of all of the players who take part in the Pyramid Play-Off Competition. The register shall be open for inspection by all clubs taking part in said Pyramid Play-Off Competition.

#### **Pitch Protection**

(u) 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 match in the Pyramid Play-Off Competition:

(v) the pitch shall only be used for warming up or warming down by the players listed in the Team Lines;

(w) pre-match warming up by either team shall not commence until at the earliest 60 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;

(x) if portable goals are provided they shall be used for all goalkeeping drills other than crossing practice;

(y) 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;

(z) 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;

(aa) 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 as directed by the groundsman;

(bb) 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;

(cc) the home club may water the pitch 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

(dd) any warming down after the conclusion of a match shall last for no longer than 15 minutes and for that purpose neither penalty area shall be used.

#### **Admission Charges and Abandoned Matches**

(ee) The Home Club in any leg in a Play-Off Match or any leg in a Pyramid Play-Off Match shall, in its absolute discretion, determine admission charges (subject to these being the same for home and away supporters for broadly comparable facilities).

(ff) The Home Club in any leg in a Play-Off Match or any leg in a Pyramid Play-Off Match shall be responsible for all match expenses and shall (subject to Part IV of these Pyramid Play-Off Rules)

retain the net receipts in relation to said Play-Off Match. The fees and expenses of the match officials will be the responsibility of the Scottish FA.

(gg) The Scottish FA and / or SPFL shall be entitled to request that the Home Club in any Play-Off Match provides a written statement of gate receipts and expenses incurred.

(hh) In the event of a leg in a Play-Off Match or a leg in a Pyramid Play-Off Match being abandoned the Board of the SPFL shall determine the requirement and/or arrangements for any such leg being replayed or the Board of the SPFL may determine a deemed result of such leg and, said decision of the SPFL Board shall be final and binding and shall not be open to challenge.

## **V Commercial Rules**

(a) The clubs taking part in a Pyramid Play-Off Competition and each of them agree to centrally pool and market their rights, facilities and properties relating to and concerning, Radio Transmission and Transmission of matches in the relevant Pyramid Play-Off Competition for exclusive exploitation by the SPFL and the Scottish FA.

(b) The clubs taking part in a Pyramid Play-Off Competition and each of them hereby authorise the SPFL and the Scottish FA to enter into commercial contracts for the commercial exploitation of the matches (or any of them) in the relevant Pyramid Play-Off Competition (the "Pyramid Commercial Contracts") including but not limited to Pyramid Commercial Contracts in relation to any Radio Transmission, Transmission, sponsorship or advertising of or at the matches (or any of them) in the Pyramid Play-Off Competition.

(c) The Clubs taking part in a Pyramid Play-Off Competition and each of them shall license and otherwise provide to the SPFL and the Scottish FA the use of such of their other rights, facilities and properties as may be required by the SPFL and the Scottish FA to enable the SPFL and the Scottish FA to enter into and fulfil its/their obligations under and in terms of Pyramid Commercial Contracts entered into or to be entered into by the SPFL and the Scottish FA in relation to the relevant Pyramid Play-Off Competition.

(d) Except pursuant to a Pyramid Commercial Contract, there shall be no and, each of the clubs shall in respect of a match in a Pyramid Play-Off Competition played at their home ground procure that there shall not be any Radio Transmission and/or Transmission of all or any part of a said match without the prior written approval of the SPFL and the Scottish FA.

(e) The clubs taking part in a Pyramid Play-Off Competition and each of them shall not by any act or omission infringe any exclusive rights granted by the SPFL or the Scottish FA in a Pyramid Commercial Contract or otherwise cause any breach thereof to occur.

(f) The SPFL and Scottish FA shall determine in their absolute discretion any costs, expenses, charges or any other sum or amount to be charged and/or off-set against any income generated by Pyramid Commercial Contracts before any distribution in terms of rule V(h).

(g) The SPFL and Scottish FA shall not be permitted to make a charge or set-off in terms of rule V(f) except in relation to or in respect of any cost, expense, liability or charge incurred or for which either or both may be liable arising out of or related to the Pyramid Play-Off Competition and/or the operation of the Pyramid arrangements generally.

(h) Any net profit generated by the SPFL and by the Scottish FA pursuant to this Part IV of these Pyramid Play-Off Competition Rules shall be distributed to the Clubs participating in the Pyramid Play-Off Competition on a basis agreed from time to time by the SPFL and Scottish FA.

