

# CONSTITUTION, RULES and CUP COMPETITION RULES

2022-2023

## SCOTTISH JUNIOR F.A.

Hampden Park, Glasgow G42 9DD Telephone: 0141 620 4560

www.scottishjuniorfa.com email: scottishjuniorfa@scottish-football.com

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# SCOTTISH JUNIOR FOOTBALL ASSOCIATION

### HON. PRESIDENTS

Peter Gardiner, Ex-President, S.F.A. Thomas Johnston, Ex-Secretary, SJFA

#### HON. VICE-PRESIDENTS

David Roy, Past President
J. Gordon Law, Past President
Jack Whitehead, North Region
John Reilly, Past President
Joseph P. Black, Former Assistant Secretary
Robert Smith, Past President
J.Scott Robertson, Secretary, West Region
George Rose, Past President
George Morton, Past President
Harry Lawrie, Past President
Iain McQueen, Former Assistant Secretary/Treasurer
Felix McKenna, Past President

### SJFA AMBASSADORS

Felix McKenna

George Rose

#### **OFFICE BEARERS**

#### **PRESIDENT**

#### **Marc Stanton**

Tel: (M) 07830 144788 email: marcstanton67@hotmail.com

#### **VICE PRESIDENT**

#### **Bobby Macnamara**

Tel: (H) 01294 604697 (M) 07969 241895 email: wintonrovers@hotmail.com

#### CHIEF OPERATING OFFICER

#### Alex McDowall

Tel: (M) 07760 995912 email: alex.mcdowall@scottish-football.com

### ASST. SECRETARY

#### **Paul Davies**

Tel: (B) 0141 620 4561 (M) 07557 518647 email: scottishjuniorfa@scottish-football.com

#### **TREASURER**

#### John Fyfe

Tel: (B) 0141 620 4560 (M) 07400 610192 email: scottishjuniorfa@scottish-football.com

#### S.J.F.A. OFFICES

HAMPDEN PARK, GLASGOW G42 9DD
Telephone: 0141 620 4560
email: scottishjuniorfa@scottish-football.com

#### **AUDITORS**

PETER DEANS CHARTERED ACCOUNTANTS
42 STIRLING STREET, DENNY FK6 6DJ

#### MANAGEMENT COMMITTEE

#### **NORTH REGION**

**Chris Auton** (Secretary)

Tel: (M) 07835172312 email: nrjfasecretary@hotmail.com

Gordon Thomson (Culter)

Tel: (H) (01224) 735692 (M) 07787 540206 email: gogs.thomson@btinternet.com

John V Carroll (Hall Russell United)

Tel: (H) (01224) 641694 email: john@jvcarroll.co.uk

#### **EAST REGION**

Neil Hardie (Arbroath Victoria)
Tel: (H) 01241 876326 (M) 07774030028
email: neilhardievics@btinternet.com

Mark Johnson (Carnoustie Panmuir)
Tel: (H) 01334 476779 (M) 07825 883608
email: cpfcgenmanager@outlook.com

**John Reilly** (General Secretary) Tel: (H) 01382 533982 (M) 07753 689382 email: rjohnreilly18@yahoo.co.uk

#### EAST OF SCOTLAND FOOTBALL LEAGUE

Scott Watson (Armadale)
Tel: (M) 07980730178
email: armadalethistle@gmail.com

#### WEST OF SCOTLAND FOOTBALL LEAGUE

Clark Nicol (Hurlford United)
Tel: (H) 01563 526534 (M) 07583 002828
email: clark@hurlfordunited.com

Gordon Ronney (Kilbirnie Ladeside) Tel: (H) 0141 553 9294 (M) 07889 403298 email: gordon.ronney@gamil.com

Robert Watson (Wishaw)

Tel: (H) 01236 725042 (M) 07764 223057 email: wishawjuniors@hotmail.com

#### REGIONAL SECRETARIES

#### **EAST REGION**

#### **SECRETARY**

John Reilly Tel:(H) (01382) 533982 (M) 07753 689382 email: rjohnreilly18@yahoo.co.uk

#### **NORTH REGION**

#### **SECRETARY**

Chris Auton
(M) 07835172312
email: nrjfasecretary@hotmail.com

#### **ASSISTANT SECRETARY**

Brian Johnston Tel: (M) 07740 909531 email: nrjfaassistantsecretary@hotmail.com

#### **Scottish Football Association**

Hampden Park, Glasgow G42 9AY Tel. 0141 616 6000.

Registrations Dept.: Graeme Paton 0141 616 6051/2/3/4

Fax: 0141 616 6055.

Email: Graeme.Paton@scottishfa.co.uk.
Registrations Email: registrations@scottishfa.co.uk
Referee Appointments Email: appointments@scottishfa.co.uk

# SCOTTISH JUNIOR FOOTBALL ASSOCIATION

#### **CONSTITUTION AND RULES**

#### GENERAL RULES

- 1. The Association shall be called the Scottish Junior Football Association and shall be affiliated to the Scottish Football Association Ltd.
- 2. The objects of the Association shall be to foster and develop the game of Association Football among all Junior Football clubs in Scotland.
- 3. The Association where applicable shall have jurisdiction in all matters connected with junior football in Scotland, and the Committee shall have power to deal as they think fit with any club, club official, member, team staff or player of a club in membership of the Association, and with any affiliated Association, and other Association, League, or other combination of clubs which are being granted a permit as hereinafter mentioned, and the clubs, club officials, members, and players thereof guilty of misconduct, of a breach of the rules where applicable, the Cup Competition rules, or if in any way acting prejudicial to the interest of the Association.
- 4. All correspondence requiring a reply shall be acknowledged by email.

All correspondence to the Association must be addressed to the Assistant Secretary.

- 5. Any official or player failing to reply in writing to a communication of the Chief Operating Officer or Assistant Secretary within ten days, shall be liable to suspension and be fined the sum of £10.
- 6. The playing season shall commence as determined by each individual Region at their AGM and terminate on the third Saturday in June the following year.

Committee shall have the power to amend this as may be necessary.

This does not apply to competitions limited to less than six players on each side.

- 7. Any club in membership of the Association resigning or being expelled shall have no right or interest in the property or assets of the Association.
- 8. The Committee of the Association shall have the power to add to these Rules and Cup Competition Rules as they from time to time may deem expedient, provided they do not annul or conflict

with any rule adopted at the Annual General Meeting.

9. In the event of any alteration being deemed necessary to the Rules of the Association, notice of the proposed alteration shall be sent in writing to the Assistant Secretary on or before 30th April by a club in membership.

The retiring Committee shall have power to nominate amendments which must be sent in writing to the Assistant Secretary on or before 30th April.

- 10. No motion to alter or rescind a resolution shall be competent within two years from the date of its adoption, and no motion or amendment to the same effect as one that has been rejected by the AGM within the previous two years shall be proposed by any member.
- 11. Membership of the Scottish Junior Football Association confers Registered Membership of the Scottish Football Associates.
- 12. All clubs in membership of the Scottish Junior Football Association must by the 1st July in each season demonstrate that they have adequate Public Liability Insurance in line with the minimum requirements laid down in the Guidance Notes. A copy of the complete Policy must be lodged with the Assistant Secretary of the Association before the club can participate within football under the jurisdiction of the Scottish Junior Football Association.
- 13. All clubs in membership of the Scottish Junior Football Association must, by the 1st July in each season, demonstrate that they have adequate Player Accident Insurance.
- 14. All clubs must appoint a Club Safeguarding Officer and enter his contact details on the Club Admin site.
- 15. Safeguarding Officer

Any player, club official, team staff or volunteer involved in Junior Football and who is the subject of an allegation against a child as defined within the SJFA policy "Children's Wellbeing in Scottish Junior Football" shall be subject to the disciplinary procedure as detailed in that document.

16. Prior to registering an Under 18 player, the Junior club's Safeguarding Officer must complete the Wellbeing in Scottish Football E-Learning course.

#### **MEMBERSHIP**

1. All North and East Region clubs together with EoS and WOSFL clubs shall be eligible for membership subject to the approval of the Committee aforementioned and on admission each club, their respective officials, representatives, players and members shall be bound by the decisions of the Committee where applicable and such decisions shall be final and binding on all concerned, subject to all

existing rights of appeal. All such clubs, officials, representatives, players and members shall be subject to the Articles, Rules & Procedures of Association for the time being of the Scottish Football Association Ltd., so far as the said Articles, Rules & Procedures affect this Association and such Articles, Rules & Procedures shall be read and held as part of these Rules.

In cases of dispute, legal proceedings shall not be taken except with consent of Committee.

2. All clubs who have not been members of the Scottish Junior Football Association this season shall be treated as new applicants and must make application to the Assistant Secretary on the prescribed form prior to the date of the Annual General Meeting.

Clubs once admitted as members of the Scottish Junior Football Association must become members of a Regional Association or League.

3. The country shall be divided into the following Regions, viz: NORTH EAST

The committee may, with the consent of the Region interested, transfer a club from one Region to another and the club so transferred shall thereafter, for all purposes, be a member of the Region for which it is transferred. Any club intending to resign from a Region must give 12 months' notice to that Region and the Scottish Junior FA.

- 4. Application for membership shall be made in writing to the Secretary of the Association and shall be signed by the President and Assistant Secretary of the club seeking admission. Application must be accompanied by minute of meeting forming the club seeking admission together with names and addresses of officials and members of Committee of the club.
- 5. All new clubs making application for membership of the Scottish Junior Football Association must have a ground complying with the following requirements:
  - (a) Must be enclosed with a suitable fence to keep spectators from gaining entry to the ground without payment.
  - (b) Must have a pavilion situated inside the ground and closely adjacent to playing field with separate stripping accommodation for home and visiting teams and for match official, all with adequate toilet and washing facilities.
  - (c) The playing field must be properly fenced to keep spectators from encroaching on the field;
  - (d) Grounds and facilities must satisfy the inspection of the Scottish Junior Football Association. Ground inspection fee of £40 must accompany application for

membership and clubs will be responsible for expenses incurred for any further inspections required.

6. The annual subscription for each club shall be £35 and shall be payable before the Annual General meeting in each year.

# MANAGEMENT OF ASSOCIATION Office-Bearers

- 1. At the Annual General Meeting, Office-Bearers shall be appointed for the ensuing season, and shall consist of President, Vice-President, Chief Operating Officer, Treasurer/Assistant Secretary who shall be granted Honoraria.
- 2. Any Office-Bearer who is eligible and who seeks re- election at the ensuing Annual General Meeting shall not later than 30th April deliver into the Assistant Secretary's hands written intimation of his desire to continue in office.

Any other candidate shall, by 30th April, inform the Assistant Secretary in writing by recorded delivery, of the office to which he seeks election. If the interval between 30th April and the date of the Annual General Meeting an Office-Bearer or candidate intimates withdrawal of his desire for election or if any eventuality which would prelude election has arisen, the Assistant Secretary shall proceed as instructed by the Management Committee of the Scottish Junior Football Association.

- 3. The Assistant Secretary shall, on issuing the Notice and Agenda for the Annual General Meeting, intimate to the members the names of the candidates for office.
- 4. The affairs of the Association shall be governed by a Committee consisting of the President, Vice-President and representatives of the Regions and WOSFL and EOSFL, all of whom must be members of a club in membership of the Region and WOSFL and EOSFL and the President, Vice- President and the neutral officials of the Scottish Junior F.A., along with the General secretaries of each Region of the Scottish Junior Football Association but only so far as regards said bodies remain affiliated to the Scottish Junior Football Association.
- 5. Any Office-Bearer (other than the Chief Operating Officer, Treasurer/Assistant Secretary) or member of the Committee ceasing to be a member of club in membership of the Association shall thereupon vacate the office held.
- 6. The President, Vice-President, Chief Operating Officer and Treasurer/Assistant Secretary for the time being shall be Trustees, exofficio for the Association and shall hold any property of the Association and all investments shall be made in their names and their successors in office as Trustees for behoof of the Association.
- 7. The Treasurer/Assistant Secretary shall be neutral officials

and shall not be entitled to a vote at any meeting, nor shall they be connected with any club in membership.

Chief Operating Officer shall not be entitled to a vote at any meeting.

8. The office bearers may invite from time to time up to two independent people not being associated with a member club to join the Management Committee who have specific competencies and/or expertise in a relevant field.

#### **Committee**

- 1. Both the East and North Regions shall be entitled to elect three representatives each to the Management Committee, SJFA members from WoSFL and EOSFL will be entitled to elect three representatives to the Management Committee and SJFA members from EoS will be entitled to elect one representatives to the Management Committee. The management of the business and control of the Association shall be vested in the Management Committee.
- 2. Such representatives shall be nominated at the Annual General Meeting and in the event of only the required number of representatives in any Region being nominated, these shall be declared elected.

In the event of the required number of representatives in any Region not being nominated, those nominated shall be declared elected, and the vacancies occurring may be filled up by the Committee should they deem expedient to do so.

3. If more than necessary numbers of representatives be nominated in any region or WOSFL, the Assistant Secretary shall, within fourteen days, send a voting paper with the list of representatives nominated to each club in every Region or WOSFL who are entitled to have a representative at the Annual General Meeting and such voting paper shall be returned to the Assistant Secretary of the Association within ten days, duly filled up and signed by the President and Secretary of the club.

Clubs can only vote for the number of candidates for whom there are vacancies and they must vote for that number;

- 4. After the date fixed for the return of the voting papers, the Assistant Secretary shall convene a meeting of the office-bearers who shall count the votes. The candidate or candidates for each Region having the greater number of votes shall be declared elected. In the event of a larger number than is required being elected through an equality of votes, another vote or votes shall be taken on those standing in equality till the required number is elected.
- 5. A representative shall not be a member of more than one Junior Club and a club shall not have more than one of its members on the Committee.
- 6. Any representative whose club does not take part in the Association Cup competition shall be disqualified from continuing to act on the Committee and the Committee shall have power to fill the vacancy. Any representative infringing this rule shall be suspended for one year.

for one year.

- 7. An Appeals Committee shall be appointed at the first meeting of the Committee, with two representatives from each existing Region and WOSFL and EOSFL to consider appeals from any clubs, official, member or player thereof who may be dissatisfied with the decision or any affiliated Region, or of any Association, League or combination of clubs which shall have been granted permit by the Committee.
- 8. Excepting as above mentioned, the Association will delegate to the General Secretary of the North and East Regions of the Scottish Junior Football Association and WOSFL and EOSFL, the authority to come together with the President Vice-President Chief Operating Officer Treasurer and Assistant Secretary of the Scottish Junior F.A. to determine matters of importance within the structure of Junior Football.

The General Committee of the Association, along with all Regional Committees and WOSFL and EOSFL where applicable, will be encouraged to remit for the consideration of this Committee, any business which would be to the benefit of uniformity in the Scottish Junior F.A. e.g. Discipline - Venues International Matches - and matters with regard to the latter stages of the Cup Competition.

Any decision taken would be binding and could only be changed by the Management Committee of the Association.

- 9. In the event of any vacancy occurring in the Office- Bearers or the Committee, the Committee shall have power to fill up same.
- 10. The minimum travel fares and any other necessary expenses of members of the Committee shall be defrayed by the Association.
- 11. The Committee shall appoint a delegate to represent the Association on the Congress of the Scottish Football Association Ltd.
- 12. The Association shall issue to the members of the Committee a membership card in each season which will admit the holder to all grounds of clubs in membership of the Association, and members of the Committee of the affiliated Associations, on production of their card of membership thereof, shall be entitled to be admitted to all grounds of clubs in membership of the Association.
- 13. Any member of General Committee desirous of questioning subcommittee minutes, or intending to raise any point or points embodied in said minutes, must notify the Assistant Secretary in writing two days prior to meeting of Committee, specifying the objection or points to be raised.
- 14. The Committee may rescind, alter or vary any term of suspension of a club, player or official by a two-thirds majority of those present at any meeting of a Committee, provided notice of such motion is intimated at the previous meeting of Committee.

This will include monetary penalties that have been imposed.

- 15. The Association of the Committee or any sub-committee of this Association shall be entitled to publish in the public Press or in any other manner it shall think fit, reports of its proceedings, acts, resolutions and decisions whether the same shall or shall not reflect on the character or conduct of any club, official, player or spectator shall be deemed to have consented to such publication and to regard the same as privileged in law.
- 16. Past-Presidents shall have the same privilege extended to them as ordinary members of Committee. Only immediate Past President should sit on Management Committee unless put forward by Regional Committees.

#### **Life Members**

1. Any member completing five years on Committee with 75 per cent attendance shall be created an Honorary Life Member and receive the badge or token of the Association. On application to the Assistant Secretary, a Life Member shall obtain a card entitling him to admission to all grounds of clubs in membership of the Association.

Each President of the Association shall on retiring, be furnished with a badge other than the Life Member's badge.

2. Life Members shall, on application to the Association Secretary, receive complimentary ticket for personal use for matches of the Association and will be accorded the privilege of attending meetings of General Committee and Annual General Meeting of the Association but without voting powers.

# **Meetings of Association**

- 1. The Annual General Meeting shall be held on the third Saturday in June in a central location as determined by the Management Committee and the Committee shall have power to call special General meetings when and where they may deem necessary.
- 2. The representative to General Meetings appointed by each club entitled to send a representative, must be a bona- fide member of the club he represents and will be admitted to the meeting by ticket supplied by the Assistant Secretary of the Association which must be certified by the secretary of the club that the representative they appoint and the name on the ticket is such a member of the club.
- 3. At the Annual General Meeting in each year or at any special General Meeting, each club failing to send a representative shall be fined £50, also any club whose subscription remains unpaid two days previous to the Annual General Meeting shall not be entitled to have a representative at the Annual General Meeting.
- 4. The chairman shall have a casting as well as a deliberate vote.

- 5. The Committee recommend that affiliated Regions shall hold their Annual General Meetings not later than twenty-one days after the Annual General Meeting of this Association.
- 6. Meetings of all Committees shall be held in Glasgow or at such other place as the President of the Association, for the time being, may determine.
- 7. Four members shall form a quorum at all meetings of the Management Committee.
- 8. The President, or in his absence the Vice-President shall preside at all meetings of the Committee, and in the event of neither of these office-bearers being present, the meeting shall elect a chairman.
- 9. Except as specially otherwise provided, four members of all sub-committees shall form a quorum, and the Chairman shall have a casting as well as a deliberate vote. The President and Vice-President shall be ex-officio members of the Appeals Committee and all sub-committees.

#### **CUP COMPETITION RULES**

- 1. The Cup shall be called "THE SCOTTISH JUNIOR CUP".
- 2. The competition for the Cup shall be annual, and shall be open to all member clubs of the Association and all tier 6 teams and below on payment of entry fee, subject to the approval of the Committee. All matches shall be played under the laws of the Association game.
- 3. The names of clubs entered for the competition by virtue of membership, shall be placed in a receptacle and except that a club may be balloted as having a 'bye' into the Second Round of the competition, the clubs shall be balloted in couples to compete with each other in the First Round of the competition. Those clubs who have qualified to participate in the Scottish Senior Challenge Cup will receive a bye in the first round of the Junior Cup.

The names of the winning clubs in the First Round, together with the names of the clubs which may have received a 'bye' in the First Round, shall be placed in a receptacle and balloted in couples to compete with each other in the Second Round. This process shall continue until the clubs qualifying for the Final Tie are known.

'Byes' shall be balloted in the First Round of the competition to the number necessary to ensure an even run through the competition to finality.

- 4. The SFA will be responsible for appointing Match Officials to Scottish Junior Cup ties and will notify both clubs of name(s) and contact details of Match Officials. Details of Cup draws will be posted on the SJFA website www.scottishjuniorfa.com
- 5. Any club refusing or failing to play the club against which it is drawn within the time intimated to it, and without sufficient reason

for doing so, shall be adjudged to have lost the match.

6. In rounds prior to the Semi-Finals, the club first drawn in each couple shall have a choice of ground provided its ground or the ground it secures (which must be within the Region, Eos Junior Area or WOSFL area the club plays in and must be within a ten miles radius of that club's registered ground), efficiently prevents the public having access thereto without payment and has dressing accommodation, including full toilet and washing facilities for the teams of each club within the ground.

If the ground fails in these requirements and the ground of their opponents meets these requirements, the tie shall be played on the latter ground. If neither ground conforms to the said requirements the Chief Operating Officer shall fix a ground conforming thereto for the playing of the tie.

- 7. A club may have its opponent's ground inspected as to those requirements provided five days' notice, prior to the date of the tie, is given to the Association Secretary who shall forthwith appoint an inspector to examine the ground. The report of this inspector shall be fixed and binding.
- 8. Exchange of ground rights is forbidden except by permission of the Association officials.
- 9. Any club intending to scratch must give notice to the Chief Operating Officer of the Association, prior to the first round of the Competition otherwise they may be reported to the Committee of the Association who shall have the power either to compel such offending club to pay expenses incurred by their opponent or take such action as they may deem expedient.

Any club withdrawing from the Scottish Junior Cup after the commencement of the competition shall not participate in the following season's competition.

10. If ground conditions are such that the playing of a tie is in doubt, the home club must contact the Region or Chief Operating Officer for a ground inspector to be appointed. The Regional Secretary or Chief Operating Officer will make an appointment and an official of the club concerned will make arrangements to meet and conduct the ground inspector through the club premises and ground at a time mutually agreed upon. The ground inspector will immediately report to the Regional Secretary or Chief Operating Officer his findings and the club requesting the inspection will be responsible for payment of agreed fee to the official concerned. Only the match official appointed will have power to declare a ground unplayable after such a decision has been made.

Fee for ground inspector will be 50% of referees fee paid in the Region in which is carried out, which may be deducted from the gross gate of the tie.

11. If the game is postponed, the home club will be responsible for notifying their opponents and the match officials immediately the decision is made and this match will be played on the first available Saturday/Sunday or any date set aside for this purpose by the committee.

Request for ground inspection should be made not later than 4.30p.m. on the preceding day for away clubs travelling 100 miles and over and not later than 7.30 a.m. on the day of the tie. Friday inspection does not negate the need for a Saturday morning inspection should the climatic conditions deteriorate.

Request for ground inspection should be made to your Regional Secretary or Chief Operating Officer.

Referees appointed must notify the Regional Secretary or Chief Operating Officer of the decision reached.

- 12. The Association reserve the right to appoint an inspector to carry out an inspection of any ground where a Scottish Junior Cup Tie is due to take place. The S.J.F.A. in these circumstances will advise the home club that such a request has been made and the home club will carry out the arrangements as above.
- 13. The clubs balloted to play each other in the Semi-Final ties shall be bound to play on grounds and dates arranged by the Committee who shall make all arrangements in connection therewith.

Under penalty of paying all expenses incurred by the Association and under any penalty assessed for inconvenience, no club shall scratch in the Semi-Final ties.

- 14. (a) On qualifying for the Semi-Final and Final tie of the Scottish Junior Cup (or any competition managed by the National Association in which case the rule will apply from the start of the competition) each club will require to submit to the Assistant Secretary of the Scottish Junior F.A., fourteen days prior to the date set for the match, if this is not possible, within a period ordered by the Committee of the Association, the names and ID numbers of all players who would be eligible in their opinion to take part in the competition for their club.
- (b) The Association Assistant Secretary will transmit to the club's opponents a copy of such lists.
- (c) Any objection by a club to any name on the list received by a club would require to be lodged with the Chief Operating Officer and a copy to the club secretary concerned by recorded delivery post seven days prior to the date set for the match, or if this is not possible, within a period fixed by the Committee of the Association. Clubs must specify the nature of the objection lodged. The Chief Operating Officer will convene a meeting of Committee within three days to consider any such objections and the decision reached by Committee will be final and binding on all clubs.
- (d) The Association Assistant Secretary will check the registrations of all players whose names have been submitted by clubs.

If any registration infringement is found, the club concerned would be notified and provided it was rectified according to the Articles of Association at least seven days prior to the date of the match or within a time specified by Committee, the player or players would be declared eligible to take part in the Cup competition.

- (e) Only those whose names and addresses have been submitted and where no objection has been lodged which has been upheld and that clearance has been obtained on registration within the time limits set down, will be allowed to take part in the Semi-Finals and Final tie of the Scottish Junior Cup unless otherwise decided by Committee.
- (f) Permission to include a player or players after the lists have been submitted and approved will only be granted in exceptional circumstances and the decision of the Committee on such matters would be final and binding. If such circumstances arise, the Committee may hold the club responsible for the expenses of such meetings to consider the application.
- 15. The Committee will take whatever action they deem necessary for the smooth running of the Semi-Final and Final tie of the competition but under no circumstances will a replay be granted to any club raising objections after a tie has been played. The Committee will impose a monetary penalty on clubs in keeping with the severity of the offence committed.
- 16. Each club shall forward its name, the name and address of its secretary to the Assistant Secretary of the Association. The club colours to be lodged on the Club Admin System. Players must appears in these registered colours in Cup-ties otherwise their club shall be liable to be disqualified, but when clubs have the same or nearly the same colours, the AWAY club must change and notify opposing club and Assistant Secretary of the Association of change. In the Final tie when the first choice colours of the teams are the same or similar then choice of strip/kit will be decided by the toss of a coin. In the Final tie, if there is any dispute as to whether the colours of the clubs are the same or similar, the Chief Operating Officer together with a representative of the SFA Referee Development Team will decide and this decision will be final and binding on the clubs.
- 17. In all competition matches, the Assistant Secretary or person in charge of the teams shall hand to the referee, before the beginning of the game, two lists of the proper names and ID numbers of the players in their respective teams (Christian names to be given in full), one of which will be forwarded to the Secretary of the Association within one day thereafter, the other to be given to an official of the opposing club, both lists to be compared and signed by the referee. Any club

violating this rule will be dealt with as the Committee deem fit.

- 18. Players must be numbered and this should correspond with the player's name on the team list. The Association Assistant Secretary shall keep a register of all the players taking part in the competition and the registration lists shall be open for inspection. Up to a maximum of five from a maximum of seven Substitutes nominated may be used in any match played in the competition.
- 19. The duration of each match shall be one hour and a half and the halftime interval shall not exceed 15 minutes. The Scottish Junior Cup rounds, prior to the Semi-Final, will be decided over 1 game. At the conclusion of 90 minutes play, if the game is drawn, the tie will be resolved by the penalty kick system.
- 20. In the event of the Semi-Finals played over one leg or Final tie resulting in a draw, then the penalty kick system will be used to determine the winner. NB No extra time. The penalty kick system will be in accordance with the conditions laid down by the International Football Board.
- 21. Visiting clubs in ties previous to Semi-Final ties are entitled to thirty admission tickets.
- 22. Goal nets shall be used in all matches played under the jurisdiction of the Association.
- 23. The Committee shall present to the winners of the Final tie the Scottish Junior Cup and 25 medals and to the beaten finalists 25 medals.

The winners of the Cup shall grant a guarantee for the safe custody and return of the Cup by the first day in April in each year.

The winning club in the Final shall hold the cup for one year.

- 24. No club shall be compelled to play on 25th December or 1st January in any year.
- 25. The Association shall have power to make Cup Competition Rules which shall be binding on clubs, club officials, members and players as they present, exist, or as they may from time to time be altered, and such rules shall be read and held as part of these rules.
- 26. Matches in the Scottish Junior Cup shall be played on a natural grass surface or an artificial surface which complies with the Quality Standards set by EUFA and/or FIFA and approved by the Association Management Committee.
- 27. If required by Management Committee, clubs will play Scottish Junior Cup Semi Final and Final ties on a Sunday.
- 28. Notwithstanding the above, the Association's Officials and Management Committee may, if they consider the financial and other interests of the Association and Semi Final participants clubs are best served by playing the Semi Final on a home and away basis, put in place the necessary arrangements to ensure this is achieved.

Furthermore, if in the opinion of the Association's Officials and Management Committee, the ground of a semi final participant is not suitable for whatever reason to host a Scottish Junior Cup semi final, then the club will be given the opportunity to secure an acceptable venue within a 10 mile radius of its own ground, failing which the Officials of the Association will decide the venue.

In the event of ties being played on a home and away basis:

- 1. The aggregate score will determine the winner.
- 2. If the teams' cumulative scores are even after the second 90 minutes, the overall outcome will be decided by penalty kick system.
- 3. In the event of the tie being played over 2 games, Rule 16, page 17, will not apply.
- 4. The first drawn club in each Semi Final will play at home in the first game.
- 29. Scottish Junior Cup fixtures will be agreed prior to the start of each season. To ensure League fixtures are completed timeously to allow participation in the Lower Pyramid Play Offs, games will be scheduled and agreed by the respective football bodies to allow this to happen.

# FINANCE (General)

- 1. The funds of the Association shall be lodged in a bank in the name of the Association and all cheques drawn thereof shall be signed by two of the following the President, Vice-President, Chief Operating Officer and Treasurer/Assistant Secretary.
- 2. All accounts and payments shall be submitted to the Management Committee and the Treasurer / Assistant Secretary shall submit a financial statement at each meeting of this Committee, which statement shall be included in the minutes.
- 3. The financial year of the Association shall end on 31st March each year and the Treasurer/ Assistant Secretary's books shall be closed on that date.

The Treasurer/ Assistant Secretary's accounts for each year shall be audited by a qualified auditor appointed at the A.G.M.

- 4. The Association shall effect a Fidelity Guarantee insurance guaranteeing the intromissions of the Treasurer / Assistant Secretary.
- 5. The Committee may borrow money on behalf of the Association and may authorise the President, Vice-President, Chief Operating Officer and Treasurer / Assistant Secretary as Trustees for the

Association to execute any Documents for the purpose of giving any property of the Association in security for the payment of money by the Association.

- 6. In all matches arranged by the Association the drawings shall be checked by the Treasurer / Assistant Secretary and a member of the Executive Committee and a report thereof submitted to the first meeting of the Management Committee thereafter.
- 7. The Committee shall have power to settle financial disputes arising between clubs provided notice is given to the Association Chief Operating Officer within twenty-eight days of the dispute arising (this to be done by recorded delivery letter service), and to adjudicate upon financial claims made against clubs. Where any club is found liable, to pay a sum to any other club or official; the officials, members and registered players thereof shall be liable to fulfil the order of Committee and the Committee shall be entitled to make a pro-rata division thereof among such officials, members or players.

Any official, member or player failing to pay his pro-rata share on being notified thereof by the Assistant Secretary of this Association shall stand suspended till payment is received.

Any official, member or player so suspended shall not be eligible to play or act for any club in membership of the Association while so suspended, provided always that this rule shall not apply to any dispute which fails to be determined by the Scottish Football Association Ltd.

- 8. All financial claims shall be submitted in duplicate within 28 days by recorded delivery letter service to the Assistant Secretary of the Association who will forward a copy of the claim to the Secretary of the club claimed against and the limit will be fourteen days when the claim is being made against the Scottish Junior Football Association; from the date of the decision made.
- 9. Each club in membership of the Association shall keep proper books showing its financial and other transactions, and the Committee shall have the right to call in same, along with the vouchers, for inspection and to deal with any irregularity ascertained. The books, etc., must be sent within twelve hours of receipt of request to the effect.

### (Cup Competition)

- 1. The charge for admission to all ties prior to the Quarter-Finals shall be a minimum of £6 and £3 for Children and Senior Citizens and for the Quarter Finals a minimum of £7 and £3.50 respectively, and the proceeds will be allocated as follows:-
  - (a) In ties prior to the Semi-Final ties, after deduction of the referee's fee, and when appropriate assistant referees fees and expenses the remainder equally between the contesting

clubs.

(b) In the Semi-Final Ties played over 1 game, after deduction of the travelling expenses of the competing Clubs, the Referee and assistant Referees Fees and expenses, the gate drawings will be equally divided between the clubs and the Association. However when games are played on a home and away basis, i.e. two legs basis, the percentage split after deductions will be 40% to each club and 20% to the Association.

The Association will however guarantee to each club competing in the Semi-Final Ties, the sum of £5,000 and the same procedure will be adopted in the Final Tie, except that the guaranteed amount to each club competing will be the sum of £12,000.

- 2. In ties other than Semi-Final and Final ties, the clubs shall within two days of the tie being played, each make a return of the admission money to the Association and both clubs shall be held responsible for the correctness of the return and for payment to the Association. Gate checkers shall be provided by the visiting clubs.
- 3. In all ties up to but excluding the Semi-Final stages of the Cup competition the first drawn club must guarantee to reimburse the visiting team the amount due according to the following table:-

Distance	0-25 miles	Guarantee	£55
	26-50 miles		£95
	51-75 miles		£120
	76-100 miles		£170
1	01-150 miles		£220
1	51-200 miles		£270
2	01-250 miles		£310
2	51-300 miles		£340

Mileage shall be calculated on the basis of the shortest single journey between the competing clubs.

In addition those clubs incurring a 101 plus mile single journey, the Association will contribute a further 50% of the above guarantee towards the away team's travel costs.

Any dispute between competing clubs should be notified by the club paying the guarantee verbally to their opponents at the time of the match and thereafter the club paying the guarantee shall intimate, by Recorded Delivery Service, within 72 hours (Saturdays, Sundays and public holidays excepted) details of the complaint to the Assistant Secretary of the S.J.F.A. who shall be empowered to refer the matter to a national motoring organisation (AA or RAC) to act as arbiters.

The above table shall be reviewed by the Committee who shall make recommendations to the A.G.M. of the S.J.F.A. regarding any

proposed alterations.

- 4. The Committee of the Association, or the Officials, if this is more expedient, may grant a further sum to assist clubs regarding transport of their supporters to the ground which has been selected for the Semi-Final and the Final Tie. This shall not exceed three times the amount set out in the above rule.
- 5. Charges additional to ground admission for stand accommodation to be retained by ground club except where the ground is being used by the Scottish Junior Football Association for the playing of Semi Final ties or representative games.
- 6. The charge for use of a ground as a neutral venue provided by junior clubs for ties prior to the Semi-Finals, shall be £100 or 10 per cent of money drawn as admission to the ground.

Members' tickets and/or season tickets of the ground club will not be valid for use on such occasions.

- 7. The home club travelling to play at an alternative venue shall bear their own travelling expenses and share all other match expenses.
- 8. The Committee shall have power to examine all accounts in connection with any match and order excessive and illegal charges to be refunded.
- 9. In all rounds of the Scottish Cup Competition, including the Semi Final, where applicable, it is the responsibility of the home club to ensure that every spectator entering the ground receives a numbered ticket on receipt of entrance fee. These tickets will ensure the proper number of people entering and the correct gate receipts thus allowing both clubs to enact Cup Competition Rules Rule 2.
- 10. Should the Scottish Cup be damaged in any manner whilst in the care/custody of the winner, the winner shall be liable for the cost of the repair.

Any repairs required to the Scottish Cup may only be carried out by the Association's approved silversmith.

- 11. If any of the first eleven players listed on the official teamlines is not able to start the match due to unexpected physical incapacity, he may only be replaced by one of the named substitutes. The substitute in question may be replaced by an eligible player so that the quota is not reduced.
- If, for any reason, teamlines require to be changed (and said changes are accepted by the Referee) then the club must notify its opponents immediately thereafter.

#### REFEREES

1. The SFA Referee Department will be responsible for all Match Official appointments in the Scottish Junior Cup. Assistant Referees shall be appointed in the Fourth and succeeding rounds. In rounds prior to the fourth round the Association Chief Operating Officer or, by agreement, both clubs, can request Assistant Referees to be appointed where available

2. The fees for referees for Cup ties shall be:

Rounds 1 - 5	£65
Semi-Finals	£75
Final	£100

When Assistant Referees and 4th Officials are engaged in these ties the fees shall be 50% of those paid to referees.

3. In the event of a referee failing to turn up, the clubs may mutually agree to any neutral referee. The referee shall not belong to any of the competing clubs.

The expenses of such referee shall be defrayed by the competing clubs and must be paid before the start of the tie.

- 4. In all matches an S.F.A. listed referee must be used.
- 5. Referees in all ties must forward the results of matches played within one day thereafter to the Assistant Secretary of the Association.
- 6. No professional referee shall be eligible to take part in the administration of Scottish Junior Football at any level.

#### **PERMITS**

1. A permit is required to operate an Association, Region, League or combination of clubs under the direct auspices / jurisdiction of the Scottish Junior FA.

All applications, where applicable, for permits shall be made on a form supplied by the Association Assistant Secretary and must be in his hands at least seven days before the commencement of the competition, accompanied by a fee of £5, competitions of six clubs and under, £1.

2. All applicants for permits by Regions, Associations, Leagues or combination of clubs, shall contain particulars as to the clubs which

intend participating therein and same must be confined to the clubs within their Region, but two Regions may mutually agree to allow a club or clubs of their Region to take part in the Competition of another Region and failing agreement the Committee shall decide the matter.

In the event of there being no alteration from the previous season, the Secretary shall have power to grant permits.

- 3. The Association shall have power to admit, as affiliated members Regional Junior Associations, the Scottish Welfare F.A., and to grant permits to other Associations, Leagues or combinations of clubs.
- 4. All affiliated Regions and all Associations, Leagues or combinations of all clubs which have been granted a permit shall have power to deal with clubs, officials, members and players of clubs in membership of their Region, Association, League or combinations of clubs who may be guilty of misconduct or in any way violating their respective rules.
- 5. No suspension shall be reduced without the consent of the Committee of the Scottish Junior Football Association.
- 6. The rules of permitted Regions, Associations, Leagues or combination of clubs must be in conformity with the rules of this Association and a copy thereof sent to the Association Chief Operating Officer. All those functioning under permit from this Association shall set forth in their rules the degree of priority which their competitions obtain over others not already provided for these Rules.
- 7. Regional Associations have first claim on new clubs formed within their Region.

Where no Region exists a new club may make application to the Region it considers most suitable and the Region may accept such a club with the permission of the Scottish Junior Football Association. Once admitted to membership, neither club nor Region shall terminate the membership on any ground whatsoever, other than the retiral clause under Regional Rules. Retiral clause will not operate in any district where there is no alternative football competition under the jurisdiction of the Scottish Junior Football Association.

8. Clubs shall not engage in any match other than those covered by Regional or Association Permits, without permission of the Scottish Junior Football Association.

Permits will be granted at the discretion of the Committee and a fee of £5.00 will be charged for those granted. It shall be the responsibility of the home club to record the details of the teams involved prior to the commencement of the match and thereafter forward this information to the Regional Secretary of the

Association.

9. Permits for benefit or charity matches will only be granted when under the control of Regions, Associations, leagues or clubs or to approved applicants. Application must be substantiated by three acceptable signatures as a guarantee of good faith.

Fee of £1 will be charged but may be returned on application which should be accompanied by Balance Sheet which has been approved by Committee.

#### **INTERNATIONALS**

- 1. The Association shall have powers to arrange such International and other representative games as they may deem expedient, and also trial matches in connection therewith.
- 2. On dates fixed for International or representative games in Scotland no Junior games shall take place within a forty-five mile radius of the venue.
- 3. Players chosen for games under the auspices of this Association can only be released from the obligation of playing by the consent of this Committee, Clubs having a player called upon for a game by this Association shall not be under any obligation to fulfil a fixture while the player is at the service of this Association nor shall clubs having a player chosen play such player in any game within three days prior to a full international game of the Association.
- 4. A club must not unreasonably refuse the Association access to their ground or facilities for an International/Representative game or training.

#### **CLUBS & PLAYERS**

- 1. Each club will be supplied with an OFFICIAL RETURN which must be completed detailing name of club, etc., and returned to the Association Assistant Secretary. Clubs are required to detail in the Club Admin System details of all officials (including manager, coaches and first aider) and volunteers.
- 2. All clubs in membership of the S.J.F.A. can have as many season ticket holders as they so wish, but the season tickets will not be valid for any Cup Ties.
- 3. No Junior official shall be allowed to take part in any unauthorised competition and they are requested to inform the Association of any Junior player whom they may witness taking part in such games.
- 4. Any person or club that has been, or is, connected with Senior football must declare such an interest. The circumstances will be considered by the Management Committee of the Association before any permission be granted to take part in Junior Football.
- 5. Clubs shall have the power to fine and suspend players for misconduct or who fail to turn up to games when notified and without sufficient reason for doing so.
- 6. It shall be permissible for clubs to play matches on Sundays during the playing season as may be arranged by the Association or Regions or at the request of clubs if such request is considered by the Association or Region to be reasonable but in any match arranged to be played on a Sunday both clubs must be agreeable to so play, and there shall be no compulsion on a player or official to take part in a match on a Sunday.

In any match so arranged and agreed to be played on a Sunday, a club can only play its own registered players or, in matches for which registration in not necessary, players of clubs from the Scottish Youth F.A., Scottish Welfare F.A. and Scottish Amateur F.A. In the latter case, their terms of agreement between this Association and minor associations must be complied with.

It is not permissible to play on a Sunday as trialist players, any players attached to any club in any grade of football other than those mentioned.

- 7. A player on being transferred during the currency of a season may play in any competition other than a competition he has already taken part in provided he is signed and registered as per rule.
- 8. Any player taking part in football outwith Scotland unless in a representative game or games with his own club sanctioned by the SFA/SJFA, will require International clearance.
- NB. Before signing a player who has or may have played outwith the country except in the circumstances mentioned above, then the signing club <u>must</u> ensure that International Clearance is obtained from the SFA.

- 9. Junior players reverting to youth or amateur football while subject to being dealt with by this Association, are not grounds for protest unless reversion takes place between the expiry of one junior playing season and the commencement of the next junior season.
- 10. An amnesty shall be granted to players for offences committed prior to 17 June 2023 except in cases which have been subject to report prior to that date and may not have been dealt with or brought to a conclusion by the retiring Committee.

The amnesty does not include debt and sin-die suspensions or field offences committed up to and including 17 June 2023.

#### REGISTRATIONS

- 1. A player shall not be eligible for any club (except as aforementioned) in membership of this Association unless he signs either the Player Registration Form or Transfer Form of the Scottish Football Association Ltd.
  - (a) Receipts for signing fee paid to player must show only the amount of signing fee paid, as per rule. Violation of this rule will be seriously deal with by the Committee.
- (b) Registration shall be binding on all contracted players until the end of their contracts unless mutually agreed between the club and the player and also until the end of the current playing season for all non-contract, amateur and youth players. A player may only play for the club for which he is registered. A player of a Junior club signed by a Senior club on a Transfer Form is eligible to play for both clubs providing that by doing so he is not contravening the SJFA Constitution and Rules.
- 2. No Junior player shall be eligible to play for any club in membership of this Association who, after 18th June 2022 has signed a registration form or agreement for or played for any club in any Region, Association, League or other combination of clubs which has not been granted a permit by this Association.
- 3. A player may be transferred by the club for which he is registered to another junior club provided the club and player are agreeable to such a transfer.

The player, in these circumstances, must register on the official form for the club to which he is transferred.

No transfer shall be sanctioned after 1st April with the exception of temporary transfer from SYFA clubs - subject to the player being otherwise eligible.

Any Junior player, other than a recognised goalkeeper, whose registration is cancelled during the course of the season shall not be eligible to register for another Junior club after 1st April. NB. The "recognised goalkeeper" may only be played in the goalkeeping position.

Any Junior player whose registration is cancelled after 1st April may not participate in Junior football for the remainder of that season.

Any Senior player signed as a Youth player, i.e. **not** contract, non-contract or Amateur, for a Senior club and released after 31st March will be eligible to register for a Junior club.

Any player registered on a Contract, Non-Contract or Amateur form whose registration is cancelled after 1st April may not participate in Junior Football for the remainder of that season.

- 4. A player who has had his registration form for a club in membership of this Association cancelled in the current season, may play for any club in membership of this Association in any game subject to the terms of Rule 3.
- 5. No Junior club shall have more than twenty-five players registered at any one time during the season. However, a club may in addition sign a maximum of 20 Youth players in total.
- 6. Before taking part in a Cup-tie, the player must sign one or other of the registration forms and transfer forms of the Scottish Football Association Ltd.

All Junior registration forms must be received by the Scottish Football Association Secretary within three days from signing, excluding Saturday and Sunday. Clubs failing to comply with this rule shall be dealt with as Committee deem necessary.

- 7. The Scottish Football Association shall have power to cancel the registration of players in cases of clubs for which they are registered becoming defunct, or where reasons satisfactory to the Committee are adduced why the registration should be cancelled.
- 8. Registered players who are members of the Armed Forces and Emergency Services may, during camping season, take part in Armed Forces and Emergency Services football and shall not be deemed to have committed any irregularity under these rules.
- 9. A player registered by a club in membership shall not take part in Senior games or matches unless he has the written consent of the Secretary or other official of the Junior club for which he is registered for each game. Players taking part in such games or matches without written authority shall be suspended by the Committee as may be agreed upon.

# 10. Transfer / Temporary Transfer of registration during currency of contract - Junior to Junior

Temporary transfer of registration from one Junior club to another shall be subject to the following terms and conditions:

- 1. Temporary Transfer shall not be permitted after the last day of March in each year.
- 2. Aplayer whose registration is temporarily transferred shall have the dispensation to play only for the borrowing club during the period of such transfer.
- 3. Temporary transfers shall be permitted between clubs of the same Division.
- 4. Temporary transfers will only be for a defined period (minimum 28 days) and subject to the condition of such transfer having the player's consent.
- 5. There shall not, during the season, be more than four temporary transfers to any one club.
- 6. All temporary transfers will automatically lapse at the end of the playing season.
- 7. Any temporary transfer which stipulates when, or against whom, the player may or may not play is not acceptable.
- 8. On the termination of a temporary transfer for any reason, the player's registration shall automatically revert to the lending club.
- 9. If a club is in default of payments due to another club under a transfer agreement, the Association may place an embargo on any further registrations by such defaulting club until such time as the agreement is honoured or **any other action necessary**.
- 10. Any club which, in the opinion of the Association, unfairly traffics or deals in the registration of any player or otherwise abuses in any way the transfer system shall be dealt with as the Association may decide.

#### DISCIPLINE

- 1. In the event of the Officials of the Scottish Junior F.A., or Official of any Regional Authority within the Scottish Junior F.A., taking the view that public order may be at risk when any Scottish Junior Cup Tie or any game under the Regional Permit is to be played, they shall be empowered to consult with the Police authority within the area concerned. If employment of Police is considered necessary then the cost of such Police shall be paid for by the Scottish Junior F.A., or the Region as the case might be, and the two competing clubs, on the basis of 50% from the Scottish Junior F.A., or Region and 25% from each club involved.
- 2. When it can be proven that the spectators at the cup-tie match conduct themselves in such manner as to cause the game to be abandoned, the Committee shall, on application of either club, have the power to order the match to be replayed on another ground, neutral if possible, and to make arrangements, financial and otherwise as they may think fit, or to award the tie to either club.
- 3. Clubs will be held responsible for the behaviour or conduct of their supporters, and ground clubs are instructed and empowered to take the necessary steps for the expulsion from the football enclosure of any spectator using foul, abusive or threatening language and/or unacceptable or inappropriate conduct and also to refuse admission to their ground of any spectator known to be guilty of using foul or abusive language.

Clubs failing to satisfy the Association that they have taken the necessary steps to have such delinquents dealt with, shall be liable to be expelled from the competition or be dealt with as the Committee may deem necessary.

- 4. A club shall take all steps that are reasonably practical to ensure the safety, good conduct and good behaviour of its supporters in any ground.
- 5. All affiliated Regions and other Associations, Leagues or combination of clubs, must be within two days of meeting at which a suspension has been passed, report same to the Assistant Secretary of this Association stating the date of the meeting, the name of the party suspended, the reason for the suspension and the duration of the suspension where the suspension is different from the Automatic Suspension Guidelines only.
- 6. Any player, etc., taking part in any match directly or indirectly under the jurisdiction of the Scottish Football Association while under suspension by a recognised Association, League or other body, shall be liable, where applicable, to be fined and suspended and the club playing the player shall be similarly liable.

Any Secretary failing to comply with this rule shall be dealt with by the Committee.

7. All fines and suspensions passed to be notified to this

Association within seven days from date of decision for confirmation where different from the Automatic Suspension Guidelines.

No suspension shall be reduced without consent of the Committee of the Scottish Junior Football Association.

- 8. Player shall have right to appeal to this Association a copy of such to be sent by the Association to his club.
- 9. Any Junior Official or club representative illicitly aiding or abetting a player to sign a Senior form shall be debarred from taking any further part in Scottish Junior Football.
- 10. No recognised football body, club, official, Team Official or other member of Team Staff, player or other person under the jurisdiction of the Scottish Junior F A, shall in an interview, a "blog" on the internet, on a social networking or microblogging site, or in any other manner calculated or likely to lead to publicity (i) criticise the decision(s) and/or performance(s) of any or all match official(s) in such a way as to indicate bias or incompetence on the part of such match official; or (ii) make remarks about such match official(s) which impinge on his character. For the avoidance of doubt this rule applies (i) whether reported to the Scottish Junior F A by a match official for misconduct or otherwise, and (ii) where remarks are brought to the Scottish Junior F A's attention, or of which the Scottish Junior F A becomes aware, by whatever manner or means. There shall be a presumption that any material published in such manner was published in the name of and/or with the authority of the person or body bearing to have published the material.

Any reported offences will be dealt with the Management Committee of the SJFA

11. No recognised football body, club, official, Team Official or other member of Team Staff, player, match official or other person under the jurisdiction of the Scottish Junior F A, shall in an interview, a "blog" on the internet, on a social networking or microblogging site, or in any other manner calculated or likely to lead to publicity, make comment(s) of a discriminatory or offensive nature based on, but not limited to, race, ethnicity, religion, gender, sexual orientation or disability, or that endorse or encourage foul play or are otherwise offensive. There shall be a presumption that any material published in such a manner was published in the name of and/or with the authority of the person or body bearing to have published the material.

Any reported offences will be dealt with the Management Committee of the SJFA

#### **PROTESTS**

- 1. With the exception of the Scottish Junior Cup, Semi-Final and Final tie and other national competitions which are separately provided for, the procedure for protests on points of play must be formally intimated to the captain of the competing club in the presence of the referee before leaving the ground.
- 2. Any objection relative to ground, goal-posts, referee, team lists

or other appurtences of the game, must be lodged with the referee previous to start of the match, and the club on whose ground the match is played shall be responsible that the conditions required according to the laws of the game are complied with, failing which they shall be liable to be disqualified or otherwise dealt with as the Committee may determine.

3. Any club wishing to protest (except in Semi-Final and Final tie of the Scottish Junior Cup which are previously provided for must lodge same specifying the date and nature or the objection with the opponent's secretary, and a verbatim copy to the Chief Operating Officer of the Association both of which must be recorded delivery letter service and bear a post-date not later than the third day following that on which the tie is played, excluding Saturdays, Sundays, Public and Bank holidays.

Deposit fee of £50 must accompany the protest sent to the Association Assistant Secretary which shall be retained if protest is dismissed unless the unanimous consent of the Committee to return fee is given.

- 4. Protests, if sustained, which result in the match being ordered to the re-played, or result in the offending club being disqualified from the Competition, will only be granted on the following grounds:
  - (i) Offending club playing a player currently under suspension.
  - (ii) Offending club playing a player whose registration lies with another Junior club.
  - (iii) Offending club playing an un-registered player.
  - (iv) Offending club playing a player currently cup tied in this Season's Scottish Junior Cup Competition.
- 5. The Assistant Secretary shall call a meeting within seven days of receipt of protest to consider same, In the event of case not being finished at first hearing, both sides to hand all documentary evidence with names and addresses of witnesses to Association Assistant Secretary. No new evidence to be taken at second hearing.
- 6. Registration irregularities committed will not be considered grounds for protest unless the infringement has taken place during the current season in which case the circumstances of the infringement may be dealt with as the Committee may determine.

Players failing to sign registration form as per rule will be suspended for one month from date of being dealt with and club responsible for such irregularity fined.

- 7. Should any club in connection with a protested cup tie have a member on Committee, the said member shall not be eligible to sit on Committee while the said protest is being considered.
- 8. Clubs shall be entitled to send a representative to a meeting in

the interest of their case who may be heard at the discretion of the Committee. Members of Committee shall also retire when matters affecting their clubs are under discussion.

- 9. Debt suspensions shall not be considered grounds for a replay. A monetary fine only shall be imposed which shall go to the protesting club.
- 10. The Assistant Secretary of the Association and the Secretary of any affiliated Region or other Association, League, or combination of clubs, shall, on application from the club\ secretary on payment of a prescribed fee, furnish, to be produced as evidence if desired, the names of clubs, date of ties, lists of names and addresses, nature of infringement, if any.
- 11. Any clubs, players and committees must obtain their own evidence.

Documents obtained by any other club or party will not be accepted as evidence.

- 12. Any failure by a secretary to comply with the above request shall be reported to the Committee who shall deal with the matter as they deem expedient.
- 13. In matters submitted to Committee requiring proof of a player having taken part in a Cup competition match, the proof required will be by means of a certificate to be obtained by clubs from the Assistant Secretary of the Association as an extract from the registration lists referred to above. Team lines which have been exchanged by clubs in Cup- ties will not be accepted by Committee as evidence of proof.
- 14. On a protest being sustained, the Committee may disqualify or fine the offending club in such sum as they deem expedient.

In the event of a club being disqualified, the tie shall be awarded to the protesting club. If the Committee consider a protest trivial or groundless, they shall, besides retaining the fee, hold the club responsible for expenses incurred or impose a fine or both.

- 15. Protests and appeals once lodged cannot be withdrawn.
- 16. The Committee may fine and disqualify any club from taking further part in the competition which in their opinion knowingly play ineligible players.

The tie will be awarded to the protesting club.

#### **APPEALS**

1. With the exception of on-field discipline, any Club Official, member or player who may be dissatisfied with the decision of ant affiliated Region, League or combination of Clubs, which shall have been granted permit by the committee, shall have the right of appeal, to an Appeal Committee appointed by the Committee of this Association.

Such appeal shall set forth the grounds on which the appeal is based and must be sent by registered post to the Assistant Secretary of this Association within seven days from the date of the notification of the decision being sent and must be accompanied by a deposit fee of £50 if lodged by a club, Region, League or Association, £25 if lodged by a player or official.

- 2. The appeal shall be lodged in triplicate with the Assistant Secretary of this Association and the Secretary shall transmit a copy to the Secretary of the body whose decision is appealed against and to any other interested club.
- 3. In the event of the appeal being sustained, the deposit fee shall be returned and the party losing the appeal may be held liable for expenses of the meeting, but in the event of it being dismissed, the Appeal Committee may make such order as to the deposit fee as they may think fit and also find the appellants liable to the expenses of the appeal and/or any other sentence the Committee may impose.
- 4. Any member of the Appeals Committee who has participated in or is concerned with the case appealed against, prior to the appeal being before the Appeals Committee, shall be ineligible to adjudicate thereon.
- 5. On points of fact connected with the play going on, the decision of the referee shall be final. On questions of interpretation of rules or laws of the game an appeal may be made to the Committee of the Association, but the referee's decision must be acted on in the field although under protest.
- 6. All questions of eligibility, qualifications of competitors or interpretation of the rules or laws shall be referred to the Committee of the Association whose decision shall be final.
- 7. When an appeal is lodged with the Scottish JuniorFA against a decision taken by a member Region, such appeal must be submitted in accordance with the appeals procedure. When the decision taken has resulted in the suspension of a player, such player must not take any further part in football until he is notified by the Secretary that he is in receipt of his appeal and it is in order.

In the event that the decision of the Scottish Junior FA is not in the appellants favour, and results in a further appeal to the Scottish Football Association, the Scottish Junior FA reserve the right to recite the player and adjudicate on circumstances.

#### S.F.A. REGISTRATION PROCEDURES

#### PART A PRELIMINARY PROVISIONS

#### 1. Operative provisions

- 1.1 In terms of Article 5.1 (b)(iv), Article 5.2(c)(iv) and the declaration in the Registration Form and/or the Transfer Form Clubs, Players and other appropriate persons under the jurisdiction of the Scottish FA agree to be bound by the Registration Procedures as amended from time to time.
- 1.2 No Player shall be entitled to play Association Football in Scotland under the auspices of the Scottish FA unless they are registered at the Scottish FA in accordance with the Registration Procedures.
- 1.3 A Player registered under these Registration Procedures, may only play Association Football in Scotland in accordance with, and subject to the particular rules contained herein.
- 1.4 Players, Clubs and other persons under the jurisdiction of the Scottish FA must comply with the FIFA Regulations on the Status and Transfer of Players as may be amended by FIFA from time to time ("FIFA Regulations") and with the rules of the competition in which a Player is playing.

The current FIFA Regulations can be found at http://www.fifa.com/aboutfifa/officialdocuments/doclists/laws.htm

- 1.5 Subject to Paragraph 2.1, below, notwithstanding registration at the Scottish FA in terms of the Registration Procedures, Clubs also have to comply with the appropriate eligibility rules in place for competitions in which they compete.
- 1.6 Notwithstanding registration at the Scottish FA in terms of the Registration Procedures, Clubs have to comply with relevant employment legislation in force from time to time together with (where relevant) the Endorsement Requirements which are set out at Annex 3 hereto as may be amended from time to time.
- 1.7 Clubs, Players and other persons under the jurisdiction of the Scottish FA shall also comply with the Supplementary Registration Procedures, as amended from time to time. The current Supplementary Registration Procedures can be found at www.scottishfa.co.uk.

- 1.8 Terms in these Registration Procedures shall be as defined in Annex 1. Disputes will be referred in accordance with the specific provisions within these Registration Procedures which provide for determination of disputes in accordance with Annex 2. Clubs shall comply with the Endorsement Requirements at Annex 3 hereto (or as amended from time to time), in terms of paragraph 1.6 above. Registrations shall be registered by way of the form in Annex 4, and the particular provisions of these Registration Procedures. Transfers shall be registered by way of the form in Annex 5, and the particular provisions of these Registration Procedures. Clubs in membership of the Scottish Junior FA and also clubs in membership of any relevant Affiliated Associations and Recognised Football Bodies (aside from those in the Scottish Professional Football League) shall enter into agreements with their Players by way of the form in Annex
- 6. Annex 7 will be reproduced on the reverse of the Registration Form and applies to Amateur Players Age Groups 10-17 and all Scottish Professional Football League Under 18 Players. Clubs shall comply with the provisions of Annex 8 in terms of any compensation, training fund contributions or reimbursement of costs of training and development which they require to pay. Clubs shall comply with the rules set out in Annex 9 regarding their approaches for signing Scottish Youth FA Clubs' registered Players and Club Academy Scotland Players. Clubs shall comply with the eligibility provisions contained at Annex 10. Clubs shall only sign Recreational Form Players in accordance with the provisions of Annex 11 and the particular provisions of these Registration Procedures.

#### 2. Interpretation

- 2.1 Unless otherwise provided for, where Competition Rules conflict with the Registration Procedures, then the Registration Procedures shall take precedence.
- 2.2 References herein to Paragraphs are to the paragraphs and rules set out in these Registration Procedures.
- 2.3 Terms herein referring to natural persons are applicable to both genders. Any term in the singular shall include the plural and vice versa.
- 2.4 References herein to the Articles are to the Articles of Association of the Scottish FA (as may be amended from time to time)
- 2.5 For the purpose of the Registration Procedures, unless otherwise specifically stated herein, the terms set out in Annex 1 are as defined therein.

## PART B PARTICULAR PROVISIONS RELATING TO PROFESSIONAL PLAYERS

#### 3. Registration Periods

- 3.1 Registration Periods will apply to Professional Players who compete in football at Scottish Professional Football League level.
- 3.2 To those Clubs to which Registration Periods apply, a Professional Player may only be registered to play with such a Club during one of two Registration Periods per year as determined by the Board from time to time. Notwithstanding the foregoing provision, and subject to Paragraph 3.3 below, a Professional Player who at the conclusion of a Registration Period is not registered to a Club, may sign and be registered for a Club outwith the Registration Period.
- 3.3 Internationally and Domestically, a Professional Player may be registered with a maximum of three Clubs to which Registration Periods apply during one Season. Notwithstanding the foregoing the Professional Player is only eligible to play Official Matches for two Clubs, to which Registration Periods apply, in any one Season.
- 3.4 Subject to Paragraph 3.2, the Scottish FA will only effect the registration of Professional Players during the two Registration Periods. The Scottish FA will provide the Club for which the Professional Player is registered with a Player Passport indicating the Club(s) said Player has been registered with since his 12th birthday. The date and time of registration will be recorded by the Scottish FA in the Transaction Audit Trail.
- 3.5 The Scottish FA may in its absolute discretion, in exceptional circumstances, sanction an application for registration of a Professional Player outwith the Registration Periods subject to specific conditions, Board approval and, where required, approval of FIFA.

#### 4. General

- 4.1 Provided that, in respect of relevant Players it is during a Registration Period, or special dispensation has been granted in accordance with Paragraph 3.5 of the Registration Procedures, every Player who has entered into an agreement with a Professional Club, providing for payment to him of wages, shall be registered at the Scottish FA as a Professional Player upon a Registration Form. For the avoidance of doubt, an Amateur Player who signs a Professional Player Registration Form immediately ceases the status of an Amateur Player and acquires the status of a Professional Player.
- 4.2 A Player who has not attained School Leaving Age shall not be a Professional Player and shall not be registered at the Scottish FA as a Professional Player upon the Registration Form.

- 4.3 A Player, who is under 18 years of age at the date of signing as a Professional Player upon the Registration Form may only be registered for a period not exceeding 3 years. Any clause referring to a longer duration within the relative agreement between the Player and the Club shall not be recognised and in such circumstances, the Player's registration shall cease after 3 years, from the date of the signing as a Professional Player upon the Registration Form.
- 4.4 The registration of a Player who is 18 years of age and over at the date of signing the Registration Form may be registered for a period up to but not exceeding 5 years from the date of the signing of the Registration Form. Agreements of any other length shall only be permitted if consistent with national laws.
- 4.5 A registration of a Professional Player upon the Registration Form shall be binding on the Player and Club until the date on which the agreement between the Club and the Player terminates unless cancelled at an earlier date in accordance with Paragraph 17.3 of the Registration Procedures.
- 4.6 Such registration shall continue and remain effective and binding on the Player and the Club if a new agreement is concluded and is properly lodged with the Secretary in accordance with the Registration Procedures, not later than the date on which an existing agreement terminates.

#### 5 Registration Form For Professional Players

#### 5.1 General

- 5.1.1 All Professional Clubs shall use the Registration Form to register Professional Players.
- 5.1.2 The Registration Form will not be valid unless it is accompanied by any contract entered into between the Club concerned and the Player stating all the terms and conditions in conformity with Paragraph 7 of the Registration Procedures and/or the specific rules of the Scottish Professional Football League, if applicable.
- 5.1.3 Unless otherwise permitted by the specific Competition Rules, a Professional Player who is registered by means of a Registration Form, may only play in the terms set out at Paragraph 1.4 of Annex 10 of the Registration Procedures.

#### 6 Transfers

#### 6.1 General

6.1.1 The transfer of a Player by means of the Transfer Form may be on a permanent transfer (in accordance with Paragraph 6.2), or a

#### **6.2** Permanent Transfer

- 6.2.1 Provided that it is during a Registration Period, applicable to Scottish Professional League Clubs only, or special dispensation has been granted in accordance with Paragraph 3.5, a Professional Player, may have his registration transferred immediately to another Club, by the Club to which his registration is being transferred, lodging with the Secretary via the Online Registration Procedures or by post, email or fax a Transfer Form and, where applicable, the agreement between the Player and that Club, in accordance with Paragraph 7, together with the completed Registration Form.
- 6.2.2 The Player's current registration will be cancelled on, and his registration with the Club to which his registration is to be transferred to shall be effective from, the date of registration as confirmed by the Transaction Audit Trail.
- 6.2.3 The Clubs and the Player concerned, where the Player provides an email address, shall each be issued with written or electronic confirmation of the transfer of registration from the Scottish FA.

#### **6.3** Loan (Temporary Transfer)

- 6.3.1 Subject to the rules of any other Recognised Football Body, a Player may have his registration transferred temporarily to another Club.
- 6.3.2 The Club to which a Player's registration is to be transferred temporarily shall lodge with the Secretary via the Online Registration Procedures or by post, email or fax a completed Transfer Form indicating the type of temporary transfer signed by the Player and on behalf of each Club concerned by a Recognised Official. The terms and conditions under which a Player's registration is to be temporarily transferred shall be clearly stated therein.
- 6.3.3 The temporary transfer of the Player's registration will be effective from the date of registration as contained on the Transaction Audit Trail.
- 6.3.4 The temporary transfer of a Player's registration once effected, shall continue in force until the expiry date of the period of the temporary transfer, unless the terms and conditions of the temporary transfer of registration contain provision for the early termination and/or all parties otherwise agree that the temporary transfer should be terminated early. Such termination shall be notified to the Secretary in writing, signed by the Player and Recognised Officials of each Club concerned.

6.3.5 On the termination of a temporary transfer of registration, the Player's registration shall immediately revert to the Club from which his registration was temporarily transferred subject to the rules of any other Recognised Football Body where applicable.

#### 7. Agreement Between Club and Player

#### 7.1 General Provisions

- 7.1.1 This Paragraph 7 does not apply to Clubs in membership of the Scottish Professional Football League.
- 7.1.2 All provisions of this Paragraph 7 must be embodied in all Agreements between Players and Clubs.
- 7.1.3 A Club must enter into a written agreement with each player it registers upon the form contained at Annex 6. Aside from the form contained at Annex 6 of these Registration Procedures, no further agreement of any description shall be entered into between Clubs and Players.

#### 7.2 Written agreements between Player and Club

- 7.2.1 In the case of a Player who has attained 18 years of age at the date of signing then such Agreement between Player and Club may be for a period of time of not less than 28 days and not more than 5 years. Any clause referring to a longer duration within the relative Agreement between Player and Club who has attained 18 years of age at the date of signing shall only be permitted if consistent with national laws.
- 7.2.2 In the case of a Player, who is under 18 years of age at the date of signing, then such Agreement between Player and Club may not be for a period of time exceeding 3 years. Any clause referring to a longer duration within the relative agreement between the Player and the Club shall not be recognised and in such circumstances, the Agreement shall cease after 3 years, from the date of the Agreement.
- 7.2.3 The Agreement between Player and Club shall be signed by the Player and a Recognised Official of the Club concerned and lodged with the Secretary via the Online Registration Procedures or by post, email or fax together with the Professional Player's Registration Form. A duplicate, also signed by all parties, shall be given to the Player by the Club.
- 7.2.4 All payments, benefits, or considerations of any description which are made to a Player by or on behalf of a Club in respect of or in connection with such Player's playing or training activities for such Club (other than reimbursement of expenses actually incurred) must be fully recorded upon the relevant written agreement contained at Annex 6 of the Registration Procedures between the

Club and the Player which must be submitted to the Scottish FA. No other payments for his playing activities may be made to a Player via a third party or otherwise.

- 7.2.5 If the services of an Intermediary have been used in contractual negotiations the Clubs shall ensure that the Intermediaries name and signature appears upon the relevant agreement.
- 7.2.6 If the services of an Intermediary have not been used then the Club must expressly state this upon the relevant agreement.

# 7.3 Notice of Termination of Agreement and Player's Right of Appeal

- 7.3.1 When an agreement between a Club and a Professional Player who has signed a Registration Form, is the subject of a notice of termination by the Club, the registration of the Player at the Scottish FA shall be cancelled by the Scottish FA, 5 days after being advised of such termination. Where a contractual dispute has arisen between a Club and Player in relation to the termination of such agreement, such dispute shall be resolved in accordance with the Dispute Resolution Procedure contained at Annex 2 of the Registration Procedures.
- 7.3.2 In the event of such Professional Player not commencing arbitration in accordance with the Dispute Resolution Procedure contained in Annex 2 hereto against termination of his engagement within 5 days of the notice of termination, the Player's registration at the Scottish FA shall be cancelled.

#### 7.4 Suspension of Player

A Professional Player who is registered with a Club in full membership of the Scottish FA by means of a Registration Form shall, during the period of any suspension imposed upon him for any reason other than breach of contract, be paid the basic minimum wage to which he is entitled under the terms of his written agreement with the Club.

#### 8 BREACH OF CONTRACT

- 8.1 A Professional Player, who leaves a Club in violation of his agreement with that Club may be suspended and may be liable to sports sanctions and the payment of any compensation claims in accordance with the Judicial Panel Protocol and/or the FIFA Regulations, as appropriate.
- 8.2 A Club who dismisses a Professional Player in violation of his agreement with that Professional Player may be liable to sports sanctions and the payment of any compensation claims in accordance with the Judicial Panel Protocol and/or the FIFA

Regulations, as appropriate.

- 8.3 A Club, or any other person under the jurisdiction of the Scottish FA, which induces a Professional Player to break his agreement with another Club may be liable to sports sanctions and the payment of any compensation claims in accordance with the Judicial Panel Protocol and/or the FIFA Regulations, as appropriate.
- 8.4 A Club, or any other person under the jurisdiction of the Scottish FA, which induces another Club to break their agreement with a Professional Player may be liable to sports sanctions and the payment of any compensation claims in accordance with the Judicial Panel Protocol and/or the FIFA Regulations, as appropriate.

# PART C PARTICULAR PROVISIONS RELATING TO PROFESSIONAL NON-CONTRACT PLAYERS

#### 9 GENERAL

- 9.1 Clubs in membership of the Scottish Professional Football League may not register a Player as a Professional Non-Contract Player.
- 9.2 A Professional Non-Contract Player shall not be paid for his playing activities. It shall be a breach of the Scottish FA's Disciplinary Rules, and thus subject to disciplinary action in accordance with the Judicial Panel Protocol to pay a Professional Non-Contract Player a signing on fee, a weekly wage or any payment more than the expenses he effectively incurs in return for his footballing activity.
- 9.3 A Professional Non-Contract Player who is registered with a Club may, within one month prior to the end of the Season in which he is registered, sign and be registered with the same Club for the following Season.
- 9.4 Unless re-registered in accordance with Paragraph 9.3 above, the registration of a Professional Non-Contract Player will lapse automatically at the end of the Season in which he signed the Registration Form and the Player will be free to sign with another Club, thereafter.
- 9.5 For the avoidance of doubt, the following provisions of the Registration Procedures also apply to Professional Non-Contract Players:

## PART D PARTICULAR PROVISIONS RELATING TO AMATEUR PLAYERS

#### 10 General

10.1 Clubs may sign and register an Amateur Player by registering them as an Amateur Player upon the Registration Form. For the avoidance of doubt, a Professional Player cannot sign as an Amateur Player unless he is reinstated to amateur status in accordance with the Articles.

#### **10.2** Terms and Conditions

The following terms and conditions shall apply in relation to registrations of Amateur Players:

- 10.2.1 An Amateur Player shall be subject to the Articles and the Registration Procedures.
- 10.2.2 An Amateur Player shall not be paid any remuneration by the Club or any third party for his playing activities other than the expenses he effectively incurs in return for his footballing activity. It shall be a breach of the Scottish FA's Disciplinary Rules, and thus subject to disciplinary action in accordance with the Judicial Panel Protocol to pay an Amateur Player for his playing activities other than the expenses he effectively incurs in return for his footballing activity.
- 10.2.3 The registration of an Amateur Player will lapse automatically at the end of the Season in which he signed the Registration Form and the Player will be free to sign with another Club, thereafter except in the case of Amateur Players Age Groups 15 and 16.
- 10.2.4 An Amateur Player may only be registered as an Amateur Player, under the Registration Form for one Club.
- 10.2.5 A Player may be signed as a Recreational Form Player with more than one Club and in accordance with Annex 11 subject to the relevant provisions of the rules and regulations of the relevant Affiliated National Association and, where applicable, the Registration Procedures.

#### 10.3 End of Season Procedures

- 10.3.1 An Amateur Player may:
- 10.3.1.1 sign and be registered with his current Club for the next Season between 1st June and 30th June each year; or

10.3.1.2 An Amateur Player with the exception of Amateur Players Age Groups 15 and 16 will be free from 1st July each year to sign with the Club of his choice providing he has not signed for the next Season in the above mentioned terms.

#### PART F GENERAL PROVISIONS

#### 13 Dispute Resolution

- 13.1 Subject to the remainder of Paragraph 13, below, any dispute arising out of the Registration Procedures between and/or amongst Players, Member Clubs and/or the Scottish FA and/or any other person under the jurisdiction of the Scottish FA shall be determined in accordance with the Dispute Resolution Procedure contained at Annex 2 of the Registration Procedures.
- 13.2 Any dispute regarding the application of the Registration Procedures, including the FIFA Regulations, Internationally, will be determined by FIFA in accordance with the FIFA Regulations.
- 13.3 Any dispute between a Professional Non-Contract Player or Amateur Player and his Club in membership of the Scottish Junior FA shall be determined by the Scottish Junior FA, subject to a right of appeal to the Judicial Panel in accordance with the Judicial Panel Protocol.
- 13.4 Any dispute regarding Agreements between a Club in membership of the Scottish Professional Football League and a Player, shall be determined in terms of the rules and provisions of the Scottish Professional Football League.
- 13.5 Any dispute regarding compensation entitlement, training fund contribution and reimbursement of costs of training and development in respect of Annex 8 of the Registration Procedures, shall be determined in accordance with Annex 2 and Annex 8 of the Registration Procedures.

#### 14 Communications

- 14.1 Unless otherwise provided within the Registration Procedures, a communication or documentation in respect of the Registration Procedures may be made or delivered by any effective means including:
- 14.1.1 By first class ordinary or recorded or registered delivery post;
- 14.1.2 By hand delivery or courier;

- 14.1.3 By email to an intimated email address;
- 14.1.4 By fax to an intimated fax number; or
- 14.1.5 By any combination of the above.
- 14.2 Unless otherwise provided within the Registration Procedures, a communication or documentation shall be deemed to have been delivered:
- 14..2.1 If issued by recorded delivery or registered first class post, and upon production of evidence of posting by recorded or registered delivery, on the day after the posting of the letter;
- 14.2.2 If issued by hand or by courier, on the date of delivery upon evidence of delivery by hand or courier; or
- 14.2.3 If issued by email or by fax, and upon evidence of sending by email or fax, on the day on which the email or facsimile was sent;
- 14.3 Unless otherwise provided within the Registration Procedures, where a communication is communicated orally, at a hearing, it shall be deemed to have been communicated on the date when the communication was made.

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#### 15 Information and Personal Data

- 15.1 The Scottish FA is the data controller in respect of any personal data provided to the Scottish FA as a result of the Registration Procedures and the Scottish FA will process such personal data in accordance with its obligations under the Data Protection Act 1998.
- 15.2 The Scottish FA will use personal data for the purposes set out in the Registration Procedures. This may include obtaining an individual's personal data from a third party or disclosing an individual's personal data to a third party where that is necessary for the purpose of proceedings arising in terms of the Registration Procedures and subject to the consideration of the rights, freedoms and legitimate interests of the data subject.

#### 16 Periods of Time

16.1 Unless otherwise provided within the Registration Procedures, periods of time are to be calculated for the purpose of the Registration Procedures as follows:

- 16.1.1 Where an act requires to be done within a specified period after or from a specified date or event, the period begins immediately after that date.
- 16.1.2 Where a period is defined in a number of days, then every day shall count whether or not it is a weekend or a public holiday, unless expressly provided elsewhere in the Registration Procedures.
- 16.1.3 Where an act requires to be done by a specified time, all times will be local time, unless otherwise specified.

#### 17 Registration Form

#### 17.1 General

- 17.1.1 A Player shall be deemed to be registered at the date and time upon which his Registration Form and any agreement if applicable has been received by the Scottish FA via the Online Registration Procedures, by post, email or fax and is fully compliant with the Registration Procedures, and as confirmed by the Transaction Audit Trail except in a case when a FIFA International Transfer Certificate is required in which case the date of registration will be as the date of receipt of the Certificate. Acknowledgement of the registration will be via the Club Extranet when the Player's name appears on the Club's list of registered Players. The Club will have access to the Player Passport history in accordance with the FIFA regulations via the Club Extranet.;
- 17.1.2 A Registration Form, which is lodged with the Secretary and which is not compliant with these Registration Procedures shall be invalid.

#### 17.2 Completion of Registration Form

- 17.2.1 All fields on the Registration Form must be completed and properly inserted and all details including the date of signing must be accurate. Failure to do so will result in the Registration Form being deemed to be invalid and the registration not being completed.
- 17.2.2 The Registration Form must be signed by the Player and a Recognised Official of the Club.
- 17.2.3 In the case of a Player who has not attained the age of 16 at the date of signing then the signature of the Player's parent(s) or guardian(s)/carer(s) is also required.
- 17.2.4 Wherever possible, the Registration Form and

associated paperwork should be submitted via the Online Registration Procedures. Hard copy original documentation is not required for registration documentation submitted and accepted via the Online Registration Procedures.

- 17.2.5 In exceptional circumstances and/or where it is not possible to submit the Registration Forms and associated papers utilising the Online Registration Procedures, then hard copy documentation requires to be submitted to the Scottish FA.
- 17.2.6 Any Club in membership of the Scottish Junior FA submitting forms to the Scottish FA using either the Online Registration Procedures, post, fax or email must submit such forms within 3 days of the date of signing (Saturday and Sunday excluded).

#### 17.3 Cancellation of Registration Forms

- 1 17.3.1 Registration Forms may be cancelled by the following means:
- 17.3.1.1 if in respect of a Professional Player by the Club uploading via the Online Registration Procedures, a written cancellation request which shall appear on the headed notepaper of the Club and be signed by the Player and a Recognised Official;
- 17.3.1.2 if in respect of a Professional Player by the Club sending a written cancellation request, which shall appear on the headed notepaper of the Club and be signed by the Player and a Recognised Official, to the Secretary by post, email or fax;
- 17.3.1.3 if in respect of an Amateur Player by the Club uploading via the Online Registration Procedures, a written cancellation request which shall appear on the headed notepaper of the Club and be signed by a Recognised Official;
- 17.3.1.4 if in respect of an Amateur Player by the Club sending a written cancellation request, which shall appear on the headed notepaper of the Club and be signed by a Recognised Official, to the Secretary by post, email or fax.
- 17.3.1.5 by the authority of the Scottish FA; or
- 17.3.1.6 as otherwise provided within the Registration Procedures.
- 17.3.2 In the case of Professional Players only, the registration of a Player who moves to another Club or club in membership of another national association, upon a loan basis, will be suspended

and the registration held in abeyance for the duration of the loan period upon receipt of a written request for such to the Secretary signed by a Recognised Official of the Club and the Player. Effect will again be given to the Player's registration (for the then remaining period) upon his return to his Club and receipt by the Scottish FA of the necessary FIFA International Transfer Certificate, if required, when returning from a club in membership of another national association.

17.3.3 In the case of an Amateur Player other than an Amateur Player Age Group 10-17, a Registration Form may be cancelled by the Amateur Player writing to the Secretary stating the name of the Affiliated National Association Club, with which he wishes to play. Confirmation of his eligibility to play with the Club nominated will be confirmed and, following a period of 28 days having elapsed from the date of his written application, his Amateur Player Registration Form will be cancelled. Notwithstanding the foregoing, an Amateur Player with a Club in membership of the Scottish Junior FA cannot nominate another Club in membership of that body when exercising his right in terms of this Paragraph

17.3.3. When a registration is cancelled to allow a Player to play with the Club stated in his application he may not play or be registered with any other Club during the same Season.

#### 18 Transfers

- 18.1 The Transfer Form is to be used by Clubs in respect of all Player transfers, whether permanent or temporary.
- When a player is transferred permanently via the transfer form then 5% of any compensation fee will be distributed to the Club(s) involved in the training and education of the Player. This distribution will be made in proportion to the number of years the Player has been registered with the relevant Clubs between the ages of 12 and 23. This distribution will be apportioned amongst the Clubs concerned according to the age of the Player at the time they provided him with training and education. Payment must be made by the transferee Club within 30 days of the Player's new registration or within 30 days of a Registration Tribunal having set the compensation fee.

#### 18.3 Scottish Youth FA Players

The Transfer Form shall also be used by Clubs in membership of the Scottish Youth FA when a Player is registered in accordance with any existing agreements that may be in place between the Scottish Youth FA and other Affiliated Associations or Affiliated National Associations and providing such agreement(s) have been formerly approved by the Scottish FA.

#### 19 Third Party Influence/Ownership

19.1 No Club shall enter into a contract which enables any

other party to that contract and/or any other third party to acquire the ability to influence in employment and transfer-related matters its independence, its policies or the performance of its teams.

- 19.2 Clubs that do not observe the obligations set out in this Paragraph 19 may be liable to sanctions and disciplinary measures in accordance with the Judicial Panel Protocol and/or the FIFA Regulations, as appropriate.
- 19.3 No club or player shall enter into an agreement with a third party whereby a third party is being entitled to participate, either in full or in part, in compensation payable in relation to the future transfer of a player from one club to another, or is being assigned any rights in relation to a future transfer or transfer compensation.
- 19.3.1 The interdiction as per Paragraph 19.3 came into force on 1 May 2015.
- 19.3.2 Agreements covered by Paragraph 19.3 which predate 1 May 2015 may continue to be in place until their contractual expiration. However, their duration may not be extended.
- 19.3.3 The validity of any agreement covered by Paragraph 19.3 signed between 1 January 2015 and 30 April 2015 may not have a contractual duration of more than one year beyond the effective date.
- 19.3.4 For the purpose of these regulations a "third party" is defined as any party other than the two clubs transferring a player from one to another, or any previous club, with which the player has been registered.

#### **20** Approach to Players

- 20.1 Subject to Paragraph 5 of Annex 9 of the Registration Procedures, a Club or an Intermediary (acting on behalf of a Club) may only approach a Player of another Club providing either he or the Club for whom the Intermediary is acting, has firstly advised, in writing, the Player's current Club of its/his intention to do so and providing the Player has only six months or less of his current contract of employment with his current club, remaining.
- 20.2 Under no circumstances shall a club or an Intermediary directly approach a Player who is a Minor.

# Player Registration - Version 2 This form is to be used by all clubs using the Senior Online Registration System.



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# Player Transfer This form is to be used by all clubs using the Senior Online Registration System.



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### Annex 6 Agreement between Player and Club



#### Scottish FA Player's Agreement



To be used by clubs in membership of the Scottish Junior Football Association, and also clubs in membership of any relevant affiliated associations and recognised football bodies other than those in membership of the Scottish Professional Football League.

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of, and as representing		Football Club, Limited duly authorised
o enter into this Agreement on behalf of the said club (hereinaft		
esiding at		
hereinafter called ("the player"); withnesseth that the parties ha	we agreed the following:	
The club has engaged the player and the player has agreed to serve the club as a protein and contained bottomal player from the date hereof.  The player batis financier to pay broading for the club which and where required, and the contained to the contained the player of the club which and where required and the player of the contained the player of the club which and where the club has the player of the club which and where the club has the player of the club of the player of club club with the transition of the Secretary team manage or trainer of the club or such person or persons as the club may appoint, subject to this, that the player shall not be bound to may define whome their player is pearly of any kind, or any deduction from wages, to play football or to attend the club's ground or any such other place on a Sindqu.  The player shall do everything in his power to get and keep himself in good physical conditions on a to render the best possible service to the club and tall use his utmost skill when playing for the club. Should he life to do so or be guilty of a breach of rating, unprecuding dobedence, involvation or or other microduct, the club shall have the right to define, the club shall have the right to define, the club and had use his utmost skill when playing for the club. Should he life to do so or be guilty of a breach of any supersoin immodely by the club or by any succious or league of which the club is a member, no wages shall be due or payable by the club to the player, subject always to the rights of appeal continued on the player by the Arcides of the Sociotas FA, CThe Association, referred to heremitter. The player shall have no clus not wages for any period which he may be unable to mighten the deciding which the club all all as a member.  The player shall now no clus not wages for any period which he may be unable to mighten the deciding which the club all as a member.  The player shall now no clus not wages for any period which he may be unable to might the club. It als a member.  Th	9. In conformity with the Articles of Association and Registration Procedures of the "Association". Registration Procedure Rule 4 is required to form gart of and be entoded in all Agreements between clubs and players and 6 in the following termin. Registration Procedure Rule 4 — A club must enter into a written general Registration Form - Contract in the registration form - Contract in the case of a pigner who in use for general agreement and a large distration form - Contract in the case of a pigner who in use for general agreement and a longer duration within the relative agreement between the player and the club shall not be for a period of contomer than 3 years. In the case of a piper who has attained 18 years of age at the date of reging the land of the player's registration only effected for a period of not more than 3 years. In the case of a piper who has attained 18 years of age at the date of reging then such agreement may be for a period of other more than 5 years. Any cluser referring to a longer duration within the relative agreement between the club and a piper with has attained 18 years of age at the date of signing shall only be permitted of consistent with antoinal laws. 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No pyrments for his piping activities may be m	11. 4.2 Disputes relating to the Agreement in the event of any question, dispute or difference arising under such agreement including Catum for wages or damage; where during the currency or after of termination thereof to a proceedings shall be competent thereon or inconcetion thereoft in proceedings that the competent thereon or inconcetion thereoft in proceedings and the competent thereon or inconcetion thereoft in the control of the Scotchin FA while have been evaluated.  Intention of ruth question, disquested or difference may be made by the player the Scotchin FA who shall adjudicate and whose decision shall be faul. See intention must be made in writing by recorded distortly relatively the faul. See intention turns the made in writing by recorded distortly relatively the player straints of the player's registration provided for in Procedures Rule 4.1.  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Any additional terms and conditions must be filled in he  NWITNESSWHEREOF: these presents are subscribed in tripli  uthorised club signatory thereof, and by the said.	(£:) per week from ere, or upon an addendum, signed by all parties, which i  cate for and on behalf of the said  Football Club, by the said	to must be submitted along with this Player's Agreement.  are the player, at (PLACE)
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Note: The attention of the player is directed towards that part of Clause 2 which relates to Sunday football.

Player should be provided with a copy of this Agreement.

# **Annex 8 - Compensation Entitlement and Reimbursement of Costs of Training and Development**

#### 1. ENTITLEMENT TO COMPENSATION

#### 1.1 Professional Players

- 1.1.1 Upon expiry of his agreement a Professional Player shall be free to conclude a new agreement with any Club, which wishes to engage his services providing this is during one of the Registration Periods or special dispensation has been granted in accordance with Paragraph 3.5. Following upon expiry of such agreement any rights to a compensation fee by his previous Club shall lapse at the end of the Season in which the Player reaches the age of 23.
- 1.1.2 A Club, which has offered terms of re-engagement to a Professional Player to whom the above Paragraph 1.1.1 of this Annex 8 applies, and who subsequently has decided to conclude an agreement with another Club, shall be entitled to compensation from the other Club subject to the following provisions:
- 1.1.2.1 Where a Player who was previously registered as a Professional Player upon a Registration Form has been offered terms of re-engagement by his Club, and so long as such offer of reengagement has been made prior to the date of expiry of the agreement, such offer of re-engagement is available to the Player to accept or decline within a period of 21 days thereafter. In the case of a Club in membership of the Scottish Professional Football League, such offer of re-engagement shall be made in accordance with the rules of the Scottish Professional Football League.
- 1.1.3 An offer of re-engagement made in accordance with Paragraph 1.1.2.1 of this Annex 8, shall be not less favourable than the terms of the Player's previous agreement. Should any dispute arise as to whether or not the offer of re-engagement is indeed less favourable than the terms of the Player's previous agreement, such dispute shall be determined in accordance with the Dispute Resolution Procedure contained at Annex 2 of the Registration Procedures.
- 1.1.4 Such offer of re-engagement made in accordance with Paragraph 1.1.2.1 of this Annex 8 must also be lodged with the Secretary via the Online Registration Procedures or by recorded delivery post, email or fax, at the same time as it is issued to the Player.
- 1.1.5 Where both Clubs involved in a Player's move from one Club to another are in membership of the Scottish Professional Football League the existing rules of the Scottish Professional

Football League will at the same time require to be observed by those Clubs and will be applicable when establishing the former Club's entitlement to compensation.

- 1.1.6 5% of the compensation fee will be distributed to the Club(s) involved in the training and education of the Player. This distribution will be made in proportion to the number of years the Player has been registered with the relevant Clubs between the ages of 12 and 23 applying the same percentage from within the FIFA Regulations, Solidarity Contribution, to the relevant age groups. This distribution will be apportioned amongst the Clubs concerned according to the age of the Player at the time they provided him with training and education. Payment must be made by the transferee Club within 30 days of the Player's new registration or within 30 days of a Registration Tribunal having set the compensation fee.
- 1.1.7 If a Club registers a Player as an Amateur Player and then that Player should subsequently be registered with any other Club, as a Professional Player or Professional Non-Contract Player, such Club may be liable to pay compensation to the Player's former Club to which the Player had been registered as a Professional Player and providing that the Club has retained an entitlement to compensation in accordance with the Registration Procedures. Any decision on whether or not such subsequent registration was an abuse of process as provided for the in the Registration Procedures shall be at the general discretion of the Registration Tribunal. In the event of any dispute regarding whether or not compensation is payable, such dispute shall be resolved in accordance with the Dispute Resolution Procedure contained at Annex 2 of the Registration Procedures.
- 1.1.8 If a Club registers a Player in the circumstances as set out in Paragraph 1.1.7 of this Annex 8, such Club may be liable to pay compensation to the Player's former Club, in accordance with the FIFA Regulations and the Registration Procedures generally, if the Player subsequently concludes an agreement with a Club in membership of another national association. Such compensation will be payable if, in terms of FIFA Regulations and the Registration Procedures generally (in place at the time of the expiry date of his agreement with his former Club), the Player's former Club would have been entitled to compensation from the Club with which the Player has concluded an agreement. In the event of any dispute regarding whether or not compensation is payable, such dispute shall be resolved by FIFA in accordance with the FIFA Regulations.
- 1.1.9 The Club with which the Player has been registered as a Professional Player, shall be responsible for contacting the Player's former Club in writing by Recorded Delivery letter, fax or email within 7 days of the date of signing of the Registration Form to open discussions regarding compensation.

- 1.1.10 Both Clubs shall be use their best endeavours to reach an agreement on the matter of compensation within 21 days of the date of the Professional Player signing the Registration Form. Such agreement, once reached, shall be committed to writing and be duly signed by both Clubs. In the event that agreement is not reached within said 21 day period, such compensation may be referred for determination in accordance with the Dispute Resolution Procedure contained at Annex 2 of the Registration Procedures. Upon issue of a Notice of Registration Referral, in terms of Annex 2, the Board may, in its sole discretion, decide whether the matter is appropriate for referral to a Registration Tribunal. If the Registration Tribunal is convened, it shall resolve any dispute in accordance with the Dispute Resolution Procedure contained at Annex 2 of the Registration Procedures.
- 1.1.11. No rights of compensation that a Club may have in terms of this rule shall prevent a Player moving to a new Club

#### 1.1.12. Permanent Transfer of a Player

5% of the transfer/compensation fee will be distributed to the Club(s) involved in the training and education of the Player. This distribution will be made in proportion to the number of years the Player has been registered with the relevant Clubs between the ages of 12 and 23 applying the same percentage from within the FIFA Regulations, Solidarity Contribution, to the relevant age groups. This distribution will be apportioned amongst the Clubs concerned according to the age of the Player at the time they provided him with training and education. Payment must be made by the transferee Club within 30 days of the Player's new registration or within 30 days of a Registration Tribunal having set the compensation fee.

#### Annex 10 – Eligibility Issues

#### 1 General

- 1.1 A Professional Player who is registered by means of a Registration Form, may only play with his Parent Club in the Scottish Professional Football League Development League or in the Scottish Youth Cup subject to the relevant rules of the competition, whilst on temporary transfer to another Club.
- 1.2 Except where a Professional Player is registered upon a temporary transfer basis and, provided that he is otherwise eligible to do so, a Player who is registered by means of a Registration Form with a Club in membership of the Scottish Junior FA may (with the written permission of the Junior Club with which he is registered) play with any Club in full membership of the Scottish FA or in membership of an Affiliated Association.

- 1.3 In the case of a temporary transfer of a Player from a Club in full membership of the Scottish FA or in membership of an Affiliated Association to a Club in membership of the Scottish Junior FA or vice versa then such a Player, with the written permission of the Club to which the Player has gone on temporary transfer too, may also play with the Club which has temporarily transferred the Player providing that he is otherwise eligible to do so.
- 1.4 Unless otherwise permitted by the specific Competition Rules, a Professional Player who is registered by means of a Registration Form, may only play:
- 1.4.1 with the Club for which he is registered;
- 1.4.2 with any authorised Club in a friendly match provided that he is otherwise eligible to do so and provided that the written authorisation of the Club with which he is registered is lodged with the Secretary before such match;
- 1.4.3 with a representative team selected and organised by a Recognised Football Body having jurisdiction over all the Professional Players in the team; and
- 1.4.4 and any other team and in any other circumstances for which the player has been given permission to play by the Scottish FA
- 1.5 Except as otherwise provided for in Paragraph 1.6 of this Annex 10, an Amateur Player may only play with the Club(s) for which he is registered provided that to do so is not contrary to the Registration Procedures.
- 1.6 An Amateur Player who is registered upon an Amateur Player Registration Form may also play with:
- 1.6.1 A representative team selected and organised by a Recognised Football Body having jurisdiction over all the Players in the team;
- 1.6.2 In any circumstances governed by any agreement between the Scottish Junior FA and any other Affiliated National Association; and
- 1.6.3 In respect of an Amateur Player who plays with a Scottish FA Junior Club only, with a Club in full membership of the Scottish FA or in membership of an Affiliated Association in any

match in which he is eligible to play provided that the written permission of his Scottish Junior FA Club is obtained prior to each match. For the avoidance of doubt, this Paragraph 1.6.3 of Annex 10, does not apply if the Player is currently registered as a Youth Player or an Amateur Player with a Club in full membership of the Scottish FA or in membership of an Affiliated Association in which case he may only play with the Club that he is registered with.

# Annex 11 – Signing of Recreational Form Players, Compensation Payable and Training Fund Contributions

#### 1 General

- 1.1 A Club in full membership of the Scottish FA or in membership of an Affiliated Association or in membership of the Scottish Junior FA may sign and register a Player who, at the time of signing with such Club, is registered upon a recreational form, by intimating by recorded delivery 7 days' notice of such proposed registration to: (a) the Secretary; (b), as appropriate for the specific Player, the Secretary of the Scottish Amateur FA or Scottish Welfare FA and; (c) a Recognised Official of the Player's current Club.
- 1.2 Upon receipt of a notice in terms of Paragraph 1.1 of this Annex 11, an Affiliated National Association Club must immediately advise its relevant registration authority of the cancellation thus rendering the Player free to sign and be registered with his new Club thereafter.
- 1.3 It shall be deemed to be a breach of the Registration Procedures and a Club may be liable to sanctions should a Club approach a Player who is, at the time of signing with such Club, registered upon a recreational form prior to carrying out the above procedure. Furthermore, where the Player is under 16 years of age, Clubs must also approach and obtain the consent of a Player's parent(s)/guardian(s)/carer(s) prior to speaking to the Player.

# N.B. The complete Registrations Procedures can be found on the Scottish FA website.

## Young Players' wellbeing in Scottish Junior Football

The Scottish Junior FA's Young Players' Wellbeing in Scottish Junior Football guidance document is available for download from the Scottish Junior FA website. This document advises the duties and responsibilities of all members of the Scottish Junior FA. In the event of any queries or a need to submit a report, the SJFA Safeguarding Officer is the point of contact who can be contacted on 07718 289945 or safeguardingsjfa@scottish-football.com

## PUBLIC LIABILITY INSURANCE

The minimum Policy content should meet the following requirements:

#### **Summary of Cover**

All REGISTERED players and officials within Participating clubs. In respect of leagues and/or associations cover includes committee members, registered official and representative teams.

#### **Basis of Cover**

Claims by any spectator against a registered player, official, club, league and/or Association in membership of the SJFA;

Claims against all registered player, official, club, league and/or association in membership of the SJFA by players;

Member Club, League, Association Vicarious Liability - for the action of one of its Registered Players on a field of play, if that player negligently injures an opponent.

Claims against Registered Committee Members.

Indemnity to Registered Committee Members for their legal liability arising from or in connection with the activities of the Association or individual Member Club. Includes liability out of food and drink provided.

#### LIMITS OF INDEMNITY £10,000,000.

Please Note: Any club purchasing their own insurance, must supply the National Secretary with a copy of their Policy. They must also supply a statement from the Insurance Company who supply said Policy, stating that the Policy meets the requirements of the Scottish Junior Football Association as detailed above

## **USEFUL DATES**

**1st April:** No transfer of players after this date. Any player

whose registration has been cancelled during currency of the season cannot sign with another

club.

**30th April:** Notices of alterations to Rules to SJFA to

secretary in writing.

**19th May:** Players currently registered may be resigned for

ensuing season on and after this date.

3rd Sat. June: Close of season (no permits issued for games during

close season).

SJFA Annual General Meeting.

### Mon following

3rd Sat. June: New players Amateur & Non-contract can be

registered at SFA (valid until 3rd Sat June

following).

## **NOTES FOR GUIDANCE**

Before playing in a Cup tie a player must sign a Registration Form.

#### **Contract Players**:

Must be signed, registered and acknowledged before playing in a Cup tie.

#### Non contract Players:

Must be signed before playing in a Cup tie – club then has 3 days, excluding Saturday and Sunday, to register players.

#### Amateur Players:

Must be signed before playing in a Cup tie – club then has 3 days, excluding Saturday and Sunday, to register players.

#### **REGISTRATION OF PLAYERS**

- 1. No transfers after 1st April with the exception of SYFA players.
- 2. A club cannot sign a player after 1st April who has already been registered by another Junior Club during that season with the exception of a recognised goalkeeper. (see Page 28, Rule 3, para 4)
- 3. After 31st March, clubs may sign players from Amateur, Youth or Welfare football provided they are eligible to do so.
- 4. Players previously signed Senior on a Youth Form do not require reinstatement, therefore a freed Senior Youth player can sign after 31st March.