

As at 25 May 2022

The Scottish Women's Premier League

Commercial, Transmission, Ticketing and Club Fees Rules ("Commercial etc. Rules")

Media Co-operation Requirements

- I1** Clubs shall comply with the Media Co-Operation Requirements which are an Appendix to the Competitions Rules.

Operating Expenses

- I2** The operating expenses of the Company and the League shall be met, where possible, from Commercial Revenues.

Commercial Contracts, Broadcasting and Transmission

- I3** The Company shall, in accordance with the Articles and the Rules, enter into Commercial Contracts for the purpose of generating Commercial Revenues.

- I4** The Company shall have power to conclude and administer Commercial Contracts with commercial sponsors, broadcasters, publishers and others.

- I5** Such Commercial Contracts shall include, but not be restricted to:

I5.1 sponsorship of and/or affiliation to the League and/or Company and/or any of the Divisions;

I5.2 Television Transmission, Radio Transmission and Social and Digital Media Transmission and recording, by any means, of League and/or Play-Off Matches;

I5.3 commercial exploitation of the League's and any Club's and Player's name, badge, emblem, copyright, database right, trademark and/or any other intellectual property or property or rights in connection with the League and Play-Off Competitions and participation in League and/or Play-Off Matches; and

I5.4 publications including sound and video recordings relating to the history and fixtures of the Company, League and Play-Off Competitions

- I6** Subject to these Rules, the Company shall seek to maximise Commercial Revenues.

- I7** The Clubs and each of them agree to centrally pool and market their rights, facilities and properties relating to and concerning, Radio Transmission, Television Transmission and Social and Digital Media Transmission of League Matches and Play-

Off Matches for, subject to written approval by the Company given in terms of Rule 19, exclusive exploitation by the Company.

- I8A** Subject to Rule I8B, the Clubs and each of them shall license and otherwise provide to the Company the use of such of their other rights, facilities and properties as may be required by the Company to enable the Company to enter into and/or fulfil the Company's obligations under and in terms of Commercial Contracts entered or to be entered into by the Company.
- I8B** Except for Commercial Contracts relating to and/or concerning, Radio Transmission, Television Transmission and/or Social and Digital Media Transmission of League Matches and Play-Off Matches, in respect of which the Clubs and each of them have agreed, in accordance with Rule 17, to centrally pool and market their rights, facilities and properties for exclusive exploitation by the Company, a Club shall not be obliged to comply with Rule I8A if to do so would result in that Club being in breach of a written contractual obligation entered into by the Club prior to the Commercial Contract concerned being entered into by the Company.
- I9** Except pursuant to a Commercial Contract, there shall be no and each of the Clubs shall in respect of a League Match or Play-Off Match played at their Home Ground procure that there shall not be any Radio Transmission, Television Transmission and/or Social and Digital Media Transmission of all or any part of a League Match or Play-Off Match without the written approval of the Company.
- I10** The Clubs and each of them shall not by act or omission infringe any rights granted by the Company in relation to Radio Transmission, Television Transmission and/or Social and Digital Media Transmission.
- I11** Where a Club shall be involved in the broadcasting and/or transmitting by means of Social and Digital Media Transmission outwith the British Isles of moving pictures of all or any part of a League Match or Play-Off Match, other than pursuant to a Commercial Contract, it shall use its best endeavours to procure, including by use of legal proceedings at its own instance, that no broadcasting and/or transmission which is or would be prohibited within the British Isles shall be broadcast and/or transmitted by any person or party, whether with or without the permission of the Club concerned, within, to or which shall be capable of being received in the British Isles.
- I12** Except pursuant to a Commercial Contract there shall not, without the approval in writing of the Company, be any Radio Transmission and/or Television Transmission and/or Social and Digital Media Transmission by or for any one or more of the Clubs, of moving pictures of all or any part of a League Match or Play-Off Match.

Fixture Lists etc.

- I13** The copyright, database and all other rights in the League's fixture list shall vest in and be the property of the Company.

Gate Receipts

- I14.1** Subject to Rule I14.2 as regards League Matches played at a neutral venue, the entire gate receipts and amount of ticket sales of all League Matches (including abandoned or replayed League Matches) shall be retained by the Home Club.
- I14.2** In the case of Play-Off Matches and League Matches played at a neutral venue, the actual costs incurred in staging the relevant match shall be deducted from the gate receipts and amount of ticket sales and the remaining amount shall be retained as Commercial Revenue by the Company.
- I14.3** Any dispute as regards any matter or amount arising in terms of Rules I14.1 and/or I14.2 shall be determined by the Company in its absolute discretion.

Admission Prices, Admission to Grounds and Ticket Distribution

- I15** The Home Club, in its absolute discretion, shall determine admission charges for League Matches.
- I16** The Home club must make provision for the admission of such reasonable number of visiting supporters at every Home League Match as may be agreed in advance with the Visiting Club and, in the event of them being unable to agree such number, not later than 14 days prior to the date of the League Match or Play-Off Match in question, the number of visiting supporters for which such provision must be made by the Home Club shall be determined by the Board whose decision shall be final and binding.
- I17** A section of the ground must be reserved for supporters of the Visiting Club and any tickets for League Matches must be distributed on that basis. Details of these arrangements should be publicised by the Clubs concerned in advance.
- I18** Where tickets for a League Match are produced, they should be in such a form as to minimise the opportunity for ticket falsification. If forged tickets are found to be in circulation, the Home Club must inform the police forthwith. All tickets should be marked, if possible, so as to identify the distributor.
- I19** The Visiting Club shall, unless it and the Home Club agree otherwise, return any unsold tickets for a League Match in its possession to the Home Club not less than 48 hours prior to the scheduled time of commencement of the League Match and shall pay the Home Club for any tickets which it sells for a League Match no later than 10 days after the scheduled date or dates for such League Match. Any Club making late payment shall pay interest to the Home Club on any balance or balances from time to time outstanding until paid in full, at the rate of 5% above the base lending rate of the Bank of England as same may vary from time to time compounded on the first day of each calendar month.
- I20** Except as provided in Rule I21, a Club which is the Home Club for a League Match is prohibited from charging higher admission prices to accommodation designated for supporters of the Visiting Club than for broadly comparable accommodation designated for use by supporters of the Home Club at the same match.

- I21** The prohibition in Rule I20 does not apply to any:-
- I21.1** element of discount in the admission price *per* League Match integral in the price of a Season ticket for all the Home League Matches of the relevant Club for the complete Season in which the relevant League Match falls;
 - I21.2** concessionary admission prices for the relevant League Match charged exclusively to persons who are senior citizens, children and/or disabled and who qualify as such; and
 - I21.3** concessionary admission prices for the relevant League Match charged to individuals comprised in groups of two or more persons, at least one of whom must be less than sixteen years of age, for admission together to a *bona fide* family enclosure exclusively used and designated as such for the complete Season in which the relevant League Match falls.

Press and Media Facilities

- I22** Without prejudice to the Home Club's right (acting reasonably) to exclude any individual from its ground, a Home Club shall provide at its ground facilities for the representatives of the press, radio and television and for up to 5 media staff from the Visiting Club, one of whom may be a camera operator taking moving pictures and another one of whom may be a photographer taking still photographs. The Home Club may designate a location within their ground where all interviews comprising moving pictures shall be conducted by the media staff of a Visiting Club.
- I23** Subject to any rules and regulations laid down from time to time by the Home Club, an appropriate number of photographers, camera operators and the personnel required to operate television cameras shall be granted access during play to the area between the boundaries of the field of play and the spectators.
- I24** Each Home Club for the time being participating in SWPL1 shall provide a suitable gantry or gantries for use by television cameras and any other moving picture cameras in such an area of its ground and at such an elevation to allow for clear and unobstructed coverage of League Matches. Such gantry or gantries shall be of a standard reasonably satisfactory to the Board.
- I25** The Home Club shall allow access to be given to Radio Transmission and/or Television Transmission and/or Social and Digital Media Transmission companies and the like and their audio equipment, moving picture cameras, any other equipment to cover League Matches and Play-Off Matches together with their staff, presenters, agents and others in accordance with any Commercial Contract.
- I26** Where possible, the representatives of the press shall be located within one area of the ground and with an unobstructed view of the field of play.

Defaulting Clubs

- I27** If any Club defaults in making payment of any sum or sums due to the Company

and/or to another Club and/or the Scottish FA the Board shall be entitled to apply any sums which, including in terms of Rules and/or the Articles, would otherwise be payable to the defaulting Club by the Company in discharge of any debt due by such Club in default to the Company and/or such other Club and/or the Scottish FA in such manner as the Board shall determine.

- 128** The Board may require interest to be paid to the Company and/or to such other Club and/or to the Scottish FA by such a Club in default on such a sum or sums so due and the balance or balances from time to time outstanding until paid in full, at the rate of 2% above the base lending rate of the Bank of England as same may vary from time to time compounded on the first day of each calendar month and the Board shall be entitled to apply any sums which, under these Rules, would otherwise be payable to the defaulting Club by the Company in discharge of any interest so payable by such Club in default to the Company and/or to such other Club and/or to the Scottish FA in such manner as the Board shall determine.
- 129** If, in the opinion of the Board, there are grounds to believe that a Club may not fulfil or be able, on the basis of information available to the Board, to fulfil all or any of its fixture obligations in Official Matches in the course of a Season then the Board may withhold, retain and/or defer payment of any sums which would otherwise be payable and/or be expected to be paid by the Company to such Club until such time as the Board is satisfied that such fixture obligations have or will be fulfilled.
- 130** Any application, order, direction and/or requirement made in terms of Rules 127, 128 and/or 129 shall be without prejudice to any sanction in relation to such default otherwise imposed in terms of the Rules.

Club Fees

- 131** The whole of the Net Commercial Revenues referable to any one Season shall, subject to Rule 129 and Rule 132, be paid as fee payments to the Clubs participating in the League during the relevant Season in accordance with their respective League positions, determined in accordance with the Competition Rules, as set out in Table A below:

Table A

League Position	Percentage of Net Commercial Revenues
1	13.55
2	11
3	9.25
4	8

League Position	Percentage of Net Commercial Revenues
5	7.25
6	6.5
7	5.75
8	5
9	4.5
10	4
11	3.6
12	3.3
13	3.25
14	2.95
15	2.6
16	2.3
17	2.1
18	1.9
19	1.7
20	1.5

132 In the event that: (i) the number of Clubs entitled to participate in the League during any Season is other than 20; (ii) it shall be determined in accordance with the Rules that a Club shall not receive all or any part of a fee payment to which it would otherwise have been entitled; (iii) a Club shall during the course of a Season cease to participate and/or be entitled to participate in the League; and/or (iv) the Company shall determine that a Club's fees shall be paid and/or dealt with other than in accordance with the Articles and Table A, all for the purpose of this Rule "**Events**", then the Board shall, in its absolute discretion, determine the most equitable basis, having regard to the interests of the League as a whole and the individual Clubs participating in the League for the whole of the Season, on which the payment of fees as provided for in the Articles and/or Rules shall be modified.