

**As at 4 July 2023**

## **Scottish Women's Premier League**

### **Player Rules**

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## **Introduction**

1. Any word or phrase used in these Rules which is defined in the Definitions Etc. Rules and which is not defined in these Rules has the defined meaning ascribed to it in the Definitions Etc. Rules.
2. Where in these Rules reference is made to a Rule number the reference is to a Rule of these Rules.
3. Any infringement of and/or failure to comply with these Rules shall be a breach of these Rules.

## **Registration**

4. Subject to Rule 5, a Player who is or becomes Scottish FA Registered is, without further application, notification, process and/or procedure, immediately League Registered with appropriate Status with the Club with which she is or becomes Scottish FA Registered.
5. A Player who has become Scottish FA Registered with a Club outside of a Registration Period shall not become League Registered with that Club unless and until the Company, in its sole discretion, after having received such information, verifications and/or undertakings and on such condition or conditions as it shall consider appropriate, giving its approval in writing to an application in terms of Rule 6 for League Registration of that Player with that Club..
6. An application in terms of Rule 5 for Company approval to League Register a Player outside of a Registration Period must be made in writing to the Secretary who shall make such enquiries and may require the Club and/or Player or any third party to provide such information, verifications and/or undertakings as the Secretary and/or the Company shall think appropriate. Such application may be determined by the Company, either before, after or at the same time as an application is made and/or determined in respect of such a Player for her Scottish FA Registration with that Club.
7. A player of a club in "Club Membership" of Scottish Women's Football who is Scottish FA Registered shall, in the event of her club becoming entitled to participate in the League, without further application, notification, process or procedure, immediately become League Registered with appropriate Status.
8. A Professional or Amateur Player may be registered with a maximum of three Clubs/clubs during one Season. Notwithstanding the foregoing, the Professional or Amateur Player is only eligible to play Matches for two Clubs/clubs, in any one Season.

## **Amateur Registration**

9. A Club must not apply for a Player to be Scottish FA Registered as both a Professional Player and as an Amateur Player.
10. A Club must not apply for a Player to be Scottish FA Registered as an Amateur Player within 30 days of that Player having played Football as a Professional Player.
11. Except with the consent of the Company, to be given in its sole discretion or in accordance with the Commitment Letter procedure in Rules 77 to 83 (inclusive), a Club must not apply for an Under 18 Player to be Scottish FA Registered with that Club as an Amateur Player if the Player concerned has, during the period of 12 months immediately preceding the date,

on which the Player would otherwise be Scottish FA Registered, been League Registered with another Club as an Amateur Player and such other Club has not consented in writing to the making of such an application for Scottish FA Registration. If such other Club delays or refuses to give such consent the Company may, on application being made to the Secretary in writing by the Club seeking the Scottish FA Registration of the Player, direct that the Club concerned may apply for such Scottish FA Registration notwithstanding the absence of such consent. A Club shall not seek to make the payment of any sum or the receipt of any benefit of any kind a condition of the giving of such consent. The Company may make it a condition of giving of consent to make such an application that the Club to which the Player is to be Scottish FA Registered first pay a sum determined in accordance with any scheme or arrangement for the meantime operated by the Scottish FA for payment of reimbursement of training costs for youth Players.

### **Eligibility**

- 12.** Subject to these Rules, only those Players who are League Registered with a Club are eligible to Play in an Official Match for that Club.
- 13.** A Club participating in an Official Match must ensure that those of its Players Playing in an Official Match are eligible to Play in such match.
- 14.** The Board may, in its sole discretion, at any time and subject to such conditions, if any, as the Board considers appropriate:
  - (a) direct that a person who is not League Registered with the Club making the application be eligible to Play in an Official Match for a Club; or
  - (b) authorise persons as eligible to Play for a Club in terms of an agreement between a Club and another person where all such persons shall Play in Official Matches only for the Club, be League Registered to the Club but shall be Scottish FA Registered with such other person.
- 15.** Unless the Company in its sole discretion at any time and subject to such conditions, if any, as the Company considers appropriate and for such Official Match or Matches as the Company may specify, in order to ensure the integrity of the Competitions exceptionally determines otherwise, a Player who becomes Scottish FA Registered with a Club or Candidate Club on or after 1<sup>st</sup> April in any Season shall not be eligible to Play in an Official Match for that Club or Candidate Club until the earlier of (i) the first League Match of her Club or Candidate Club in the immediately succeeding Season; and, (ii) the first match of her Club or Candidate Club in a Competition which will take place principally in the immediately succeeding Season.
- 16.** A Player must be aged 15 years or more to be eligible to Play for a Club or Candidate Club in a League Match or in a Play-Off Match.
- 17.** Any Club which
  - (i) Plays a Player who is not eligible to Play;
  - (ii) Plays a Player in circumstances which are not in accordance with these Player Rules and/or any other Rules; and/or
  - (iii) applies to Scottish FA Register a Player without the consent of the Company where

such consent is required by these Rules or any other Rules, shall be in breach of these Rules.

### **Suspended Players**

18. If a Player Plays whilst subject to suspension or other prohibition from Playing by the Scottish FA and/or the Company, the Club and the Player concerned shall be in breach of these Rules.

### **Submission to Jurisdiction**

19. By becoming League Registered and/or by Playing in a Competition, Players and Trialists shall be deemed to have submitted themselves to the jurisdiction of the Company and to have agreed to adhere to, comply with and be subject to the Articles, Rules, and any decisions of, sanctions and/or penalties imposed and/or determined by the Company in accordance with the Rules and to have agreed to comply with the statutes and rules of FIFA and UEFA and the articles of association, protocols, procedures, rules, decisions and rules of the Scottish FA.

### **Playing**

20. Except as permitted by these Rules, a League Registered Player must not, except with the prior written consent of the Company and the Club with which she is League Registered, play Football for any other Football club in any competition or, except with the prior written consent of the Club with which she is League Registered, train with such other Football club.
21. An Under 18 Player who is League Registered with a Club may, with the written consent of her Club, Play in Youth and Development matches organised by SWF for clubs in membership of SWF -
22. A Club must not apply, except as provided in the Rules, for a Player to be Scottish FA Registered where there is any restriction or condition, howsoever arising, imposed and/or applying in terms of these Rules or any other of the Rules or Articles as to when, against whom or on what terms the Player concerned shall or shall not Play.

### **Club Authorised Persons**

23. Each Club shall notify the Secretary and the Scottish FA in writing of the person or persons from time to time authorised by the Club to execute documents required to be executed by that Club in terms of the Articles and/or Rules and the articles of association, protocols, procedures and rules of the Scottish FA.
24. Clubs may, from time to time, notify the Secretary and the Scottish FA in writing of any changes in such authorised persons made by the Club.

### **Termination of Registration and Consequent Playing Restrictions**

25. The League Registration of a Player with a Club immediately terminates on termination of that Player's Scottish FA Registration with that Club.
26. The League Registration of a Player immediately terminates on the Club with which she is Scottish FA Registered ceasing to be entitled to participate in the League.

27. The Company may terminate the League Registration of a Player where, after consulting with the Club and Player concerned, the Company is satisfied that the Player's association as a Player with the Club concerned has permanently terminated.
28. The League Registration of a Player shall continue unless or until terminated in accordance with these Rules.

#### **Approach to, by or in Relation to Registered Players**

29. Except during the last 6 months of the term of a Professional Player's Contract of Service, a Player may not be approached, either in person or through or by an agent or other third party, by or on behalf of another Club with a view to that Player entering into a Contract of Service with and/or becoming a Player with that other Club without the permission in writing of the Club with which the Player is Scottish FA Registered being first obtained.
30. A statement or other expression by or on behalf of a Club, Official or Player of that or their Club's interest in Player shall be deemed to be 'an approach' for the purposes of Rule 29.
31. Any approach to a Player either in person or through or by an agent or other third party, by or on behalf of another Club with a view to that Professional Player entering into a Contract of Service with and/or becoming a Professional Player with that other Club during the last 6 months of the term of a Professional Player's Contract of Service with her current Club must first be notified in writing by the Club making the approach or on whose behalf the approach is made, to the Player's then current Club.
32. A Player shall not directly or indirectly, whether through or by any third party, communicate with or approach any Club or other Football club or any Official or Player of a Club or other Football club with the object of seeking, negotiating or arranging the transfer of herself or another Player to any Club or other Football club.

#### **Contracts of Service**

33. All Contracts of Service between Clubs and Professional Players must be for a term of:-
  - (i) except in the case of Players who are the subject of an Emergency Temporary Transfer, not less than the period until the next first day of a Registration Period; and
  - (ii) not more than five years and the unexpired portion, if any, of any Season during which such contract was entered into.
34. All Contracts of Service between Clubs and Players must be in writing, fully completed, signed and in a form approved from time to time by the Company.
35. All Contracts of Service and amendments and/or variations to the terms and conditions of employment of Professional Players must, within 14 days of being entered into, be Communicated to the Scottish FA.
36. No Player, Club and/or Official shall induce a Player to enter into a Contract of Service or otherwise contract to be employed to play Football for any Club or other football club for or in relation to any period, except in relation to the period of a temporary transfer and with the agreement of the parties to the temporary transfer, during which she is the subject of a Contract of Service with another Club.

37. No Player may receive any payment, benefit or consideration of any description from or on behalf of a Club in respect of or in connection with that Player's participation in Football or in an activity connected with Football, other than in reimbursement of expenses actually incurred or to be actually incurred in Playing or training for that Club, unless such payment is made in accordance with a Contract of Service between that Club and the Player concerned.
38. Except from her transferor club in relation to the period of a temporary transfer and with the agreement of the parties to the temporary transfer, no Player may receive any payment, benefit or consideration of any description in respect of or relating to that Player's participation in Football or in an activity connected with Football except from or on behalf of the Club with which she is League Registered and in accordance with her Contract of Service.
39. If an intermediary shall have been involved in the negotiation and/or conclusion of a Contract of Service of a Player or an extension, amendment and/or variation to same or in the transfer or temporary transfer of a Player, all such intermediaries must be identified by name and business address and the amount of all commissions, fees and other sums (exclusive of any taxes) paid and/or to be paid by any Club, club, Clubs and/or clubs and/or any person in any way connected or associated directly or indirectly with and/or in relation to same must be stated in the document or documents constituting such contract, extension, amendment, variation, transfer and/or temporary transfer.
40. An Amateur Player may not be a party to a Contract of Service providing or otherwise contract for the playing of or training for Football with a Club.

#### **Retention of Documents**

41. Clubs must retain in a secure place and in good condition, the originals of all:-
- (i) Contracts of Service and amendments and/or variations to the terms and conditions of employment and documents providing for any form of payment of any description to or for the benefit of each of their Players and/or on behalf of or in the interests of any or any number of their Players;
  - (ii) Commitment Letters issued by it; and
  - (iii) agreements relating to and/or providing for the transfer or temporary transfer of any Player to or from such Club and/or relating to or concerning the calculation of sums due arising out of or in connection with the transfer or temporary transfer of any Player,

for a period of not less than five years after the latest of the termination of employment, Scottish FA Registration and transfer or temporary transfer of each such Player and must forthwith provide such original(s) to the Secretary on being required in writing so to do.

#### **Suspensions, Fines, Termination of Contracts of Service - Notification to League**

42. All suspensions, fines and notices of termination of Contracts of Service imposed on or given to a Player by a Club must be notified in writing to the Secretary and that notification must be accompanied by a copy of any relevant notice(s) or the like given to the Player relating to such suspension, fine or termination.

### **Contract of Service with Option**

43. It shall not be permissible for any Club to include in a Contract of Service with a Player entered into prior to the Player's 23<sup>rd</sup> birthday an option entitling the Club to renew or extend the term of such contract without the consent of the Player.

### **Conflict between Rules and Player Contract of Service**

44. In the event of there being or becoming any conflict or inconsistency between any provisions of the Rules and any Player's Contract of Service the provisions of the Rules shall prevail and apply.

### **Transfer of Players**

45. The full terms and conditions of the transfer of and/or payment of agreed compensation and/or of a transfer fee (also known as compensation) and/or any agreed sum in respect of or relating to compensation for the training and development of and/or in relation to a Player, which involves the Scottish FA Registration or termination of the Scottish FA Registration of that Player, must be set out in writing and Communicated to the Scottish FA.
46. Copies of all financial and other agreements, no matter how informal, relating to the transfer or temporary transfer of such Player must be Communicated to the Scottish FA before that Player may be Scottish FA Registered or, as the case may be, the Scottish FA Registration of such Player may be terminated.
47. When two Football clubs, at least one of whom is a Club, exchange Players with no monetary consideration, and there exists, in a previous transfer agreement relating to one or both Players, a provision that another Club or club is due a percentage or share of an onward transfer fee, the clubs exchanging Players must place a financial valuation on the respective Players. Such valuation(s) must be agreed in writing between the Clubs and/or club concerned and Communicated to the Scottish FA in order that a calculation can be made of the percentage of that valuation or amount otherwise calculated due to the other Club and/or club.
48. Should a Club, which is entitled to benefit financially from a Player's onward transfer, dispute the valuation placed on any Player in an exchange situation, or should the Company consider that any such valuation may not be a true reflection of such Player's worth or should there be any dispute as between the Clubs or club involved in the transfer of a Player as regards any matter or thing in connection with and/or relating to such transfer the Board will determine the value of or appropriate compensation for the Player concerned and/or the basis on which such dispute shall be determined and/or resolved and the decision of the Board on any or all such matters shall be final subject to any right of appeal to the Judicial Panel Appeal Tribunal.
49. Where an agreement relating to a transfer between two clubs, at least one of whom is a Club, makes provision for the payment of further sums on the happening of a specified event, (e.g. after the Player has made a certain number of first team appearances or scored a certain number of goals) the transferee shall forthwith inform the Secretary, the Scottish FA and the transferor that such specified event has occurred. The transferee shall, at the same time, pay to the transferor the further sum(s) referred to in the agreement.
50. The Company shall treat the details of all transfers and temporary transfers as confidential.



51. If a Club is in default of payments due to another Club under a transfer or temporary transfer agreement or in relation to Compensation, such defaulting Club shall, subject to any different rate and/or terms of interest being agreed between the parties to the written transfer agreement, pay interest calculated on a daily basis at a rate of 5% per annum over the base rate from time to time of the Bank of England to the other Club, and the Company may place an embargo on any further League Registrations by such defaulting Club until such time as the agreement is honoured or, as the case may be, amount paid.
52. Any Club which, in the opinion of the Board, unfairly traffics or deals in the League Registration and/or Scottish FA Registration of any Player or otherwise abuses in any way the League Registration, Scottish FA Registration, transfer, temporary transfer or Compensation systems shall be in breach of these Rules.
53. It is not permitted for a transferor Club to stipulate when or against whom a Player transferred or temporarily transferred may or may not Play and any such stipulation in any agreement or other document shall be void.

#### **Intermediaries and Transfers**

54. If an intermediary or intermediaries shall have been involved in the transfer or Temporary Transfer of a Player to a Club such intermediary or intermediaries must be identified by name and business address and the amount of all commissions, fees and other sums (exclusive of any taxes) paid by any Club, Clubs and/or club in relation to that transfer must be stated in the financial and other agreements setting out the terms of such transfer or Temporary Transfer Communicated to the Scottish FA.

#### **Temporary Transfers**

##### **General Provisions**

55. The transfer of a Player, where at the end of the term or other termination of the temporary transfer the Player returns to and becomes Scottish FA Registered and League Registered with her transferor Club, and the transferee Club is, during the term of the temporary transfer, not entitled to transfer the Player to a third party without the written authorisation of the transferor Club (a "Temporary Transfer") shall be permitted internationally in accordance with the relevant Rules of FIFA in force from time to time and from and to other Clubs and/or Football clubs in membership of any other league in Scotland, providing:
  - (i) the rules of such other league(s) so permit;
  - (ii) such other league(s) as have been approved by the Company for the purpose of Temporary Transfers from and to Clubs in the/those League(s); and
  - (iii) such Temporary Transfers are undertaken in accordance with these Rules.

##### **Term of Temporary Transfers and Written Agreement(s)**

56. Except for Emergency Temporary Transfers, the term of a Temporary Transfer of a Player with a Club must:
  - (i) be specified in the written agreement(s) required by Rule 57;

- (ii) commence in a Registration Period which is a different and earlier Period than the Registration Period referred to in Rule 56(iii);
  - (iii) be at least until the first day of the immediately succeeding Registration Period; and
  - (iv) the date of expiry of the term of the Temporary Transfer must fall within a Registration Period.
- 57.** The full terms and conditions of a Temporary Transfer and/or an Emergency Temporary Transfer, including all financial terms, as between:
- (i) the transferor and transferee Club(s) and/or any Football club with an interest in the Temporary Transfer or Emergency Temporary Transfer; and
  - (ii) the transferor and transferee Club(s) and/or any Football club with an interest in the Temporary Transfer or Emergency Temporary Transfer and the Player who is to be the subject of the Temporary Transfer or Emergency Temporary Transfer,

must be set out in a written agreement or agreements, including in a Contract of Service or variation to a Contract of Service if variations to a Player's terms and conditions of employment are to be affected. All of such agreement(s), including any Contract of Service or variation thereof, must be Communicated to the Scottish FA by the Clubs concerned prior to the commencement of the term of the Temporary Transfer or Emergency Temporary Transfer. If a Player who is the subject of a Temporary Transfer is to be liable to be recalled to her Transferor Club, in terms of Rule 62, during the term of her Temporary Transfer, then provision to such effect must be included in such Agreement(s).

#### **Restrictions on Temporary Transfers**

- 58.** Subject to Rule 61, a Club shall not, at any one time, have more than:-
- (i) two Players League Registered with it on the basis of a Temporary Transfer from any one other Club for the time being eligible to participate in the same Division as itself;
  - (ii) three Players League Registered with it on the basis of Temporary Transfers from any one other Club for the time being eligible to participate in another Division from itself; and
  - (iii) in aggregate, including Players falling within Rules 58(i) and 58(ii), five Players League Registered with it on the basis of Temporary Transfers from Clubs and Scottish Football clubs.
- 59.** Subject to Rule 61, in the event that a transferee Club shall have more Players League Registered with it on the basis of Temporary Transfers than is permitted by Rule 58, then, without prejudice to any action or proceedings as may be brought against such Club for breach of and/or failure to fulfil the relevant Rules, the League Registration(s) of the Player(s) most recently League Registered with it on the basis of Temporary Transfers, except for any such Players so Registered in terms of Rules 61 and/or 62, shall immediately terminate and be cancelled such that there shall be the number of Players from Clubs and other Scottish Football clubs League Registered with the relevant transferee Club on the basis of Temporary Transfers as shall be permitted by each of Rules 58(i), 58(ii) and 58(iii).

- 60.** It is the individual responsibility of each Club to ensure that it does not exceed the number of Players which may be League Registered with it on the basis of Temporary Transfers at any one time, than is permitted by each of Rules 58(i), 58(ii) and 58(iii). Any Player whose League Registration with a transferee Club is terminated in accordance with Rule 59 shall be dealt with in accordance with Rule 67. Until such a Player's League Registration shall revert to her transferor Club or her Registration reverts to a Scottish Football club or, if earlier, the Player shall become Registered with another Club or registered with a Football club, the Player shall be entitled to continue to be remunerated on the basis and in the amounts agreed by the Club(s) and/or Football club which agreed to remunerate her in terms of the written agreement(s) entered into and setting out the terms of the terminated and cancelled Temporary Transfer as if she had continued to be the subject of the Temporary Transfer during the period from the date of termination of her Temporary Transfer until the date when her Registration reverts to her transferor Club or she is Registered/registered to a Football club in accordance with Rule 67. Any dispute as to the amount payable to such a Player during such period and/or by when and by which Club(s) and/or Football club it shall be payable and/or paid shall be determined by the Company as an Adjudication.

#### **International Temporary Transfers**

- 61.** Nothing in these Rules shall have the effect of imposing any limit on the number of Players a Club shall be permitted to have Scottish FA Registered and/or League Registered with that Club at any time and/or over any period of time on the basis of a Temporary Transfer(s) where such Temporary Transfer(s) has/have required, in order to take place, the issue of an International Transfer Certificate(s) or its equivalent, in terms of the FIFA Rules for the Status and Transfer of Players for the time being in force or any amending or replacement Rules promulgated by FIFA or its successor. All such Players, for whom such certificate(s) were so required in order to be Temporarily Transferred, shall not be counted for the purposes of any of the limits, in particular, but without prejudice to the forgoing generality, the limits specified in Rule 58, provided for in these Rules on the numbers of Players who may be Scottish FA Registered and/or League Registered with a Club on the basis of a Temporary Transfer(s) at any time or over any period of time and/or who may not be eligible to Play in an Official Match by reason of the number of Players from time to time Scottish FA Registered and/or League Registered with a Club on the basis of Temporary Transfers.

#### **Recall of Goalkeepers on Temporary Transfers and Emergency Temporary Transfers**

- 62.** The Company may on cause shown, at any time, on such conditions and for a period of not more than seven days from the date of a Recall (as defined below) approve the Recall of a recognised goalkeeper by and to her transferor Club and direct that such a recalled Player shall be League Registered to her transferor Club during the period of such a Recall. In order for a Player who is a recognised goalkeeper to be liable to be so recalled, express provision for recall of the Player concerned must be included in the written agreements required by Rule 57. Recall of such a Player is subject to the condition that she shall only Play in Official Matches as a goalkeeper (a "Recall"). A transferor Club may apply in writing to the Secretary for an extension of a Recall for periods of not more than seven days on such number of occasions as it shall consider necessary. During the period of a Recall the Recalled Player is not League Registered for the transferee Club, is therefore not eligible to Play in an Official Match for the transferee Club and shall not Play against the transferee Club in an Official Match. A Recalled Player shall not count towards the permitted numbers of Temporarily Transferred Players of either the transferor or transferee Club provided by Rule 58.

## **Temporary and Permanent Transfers**

- 63.** The Company may on cause shown, at any time, on such conditions and for a period of not more than seven days, approve the Emergency Temporary Transfer of a recognised goalkeeper only (“Emergency Temporary Transfer”). A Club seeking to Register a Player on an Emergency Temporary Transfer may apply in writing to the Secretary for an extension of an Emergency Temporary Transfer for periods of not more than seven days on such number of occasions as it shall consider necessary. An Emergency Temporary Transfer shall not count towards the permitted numbers of Temporarily Transferred Players of either the transferor or transferee Club provided by Rule 58 and a Player who is the subject of an Emergency Temporary Transfer must not during the period of such Emergency Temporary Transfer Play other than as a goalkeeper.
- 64.** In the event that a Temporarily Transferred Player becomes permanently transferred to the transferee Club it shall forthwith Communicate same, with all requisite documents, to the Scottish FA; and the Player concerned shall forthwith cease to be a Temporarily Transferred Player and shall cease to be liable to revert to her transferor Club on the termination or expiry of the term of her Temporary Transfer, if a goalkeeper, shall cease to be liable to be Recalled in terms of Rule 62 and shall cease to be counted for the transferee Club for any purposes in terms of Rule 58.

## **Void Agreements as Regards Against Which Clubs a Temporarily Transferred Player may Play**

- 65.** Other than as expressly provided for in the Rules, it shall not be permitted to stipulate, agree or reach an understanding when or against which Club or Scottish Football club, a Player Temporarily Transferred may or may not Play, any such stipulation, agreement or understanding shall be void and of no effect and any Club which is party to any such stipulation, agreement or understanding, no matter how formally or informally constituted, shall be in breach of these Rules.

## **Prohibition on Playing Against Transferor Club**

- 66.** During the term of a Temporary Transfer the Player concerned shall not Play for her transferee Club against her transferor Club in:
- (i)** a League Match;
  - (ii)** a Play-Off Match;
  - (iii)** a Scottish Women’s Premier League Cup Match; and
  - (iv)** a Scottish Women’s Cup Match.

## **Expiry of term of or other Termination of Temporary Transfer**

- 67.** On the expiry of the term or other termination of a Temporary Transfer, the Registration of the Player concerned shall revert to her transferor Club or, as the case may be, her Football club:
- (i)** where such expiry or termination occurs outside of a Registration Period, on the first day of the next succeeding Registration Period; or

- (ii) where such expiry or termination occurs during a Registration Period, on the date of such expiry or termination.

### **Trialists**

68. Up to 2 Trialists for Clubs entitled to participate in SWPL1 and 3 Trialists for Clubs entitled to participate in SWPL2 are eligible to Play for a Club in League Matches, except on or after 1 April in any Season, in League Cup Matches and in Play-Off Matches, when and where Trialists are not eligible to Play.
69. An individual Trialist may Play as a Trialist in a maximum of three Official Matches in which Trialists are eligible to Play in any one Season for any one Club.
70. A Club intending to Play a Trialist in an Official Match must first give advance notification in writing to the Secretary of such intention and such notification must specify details of the relevant player's name and address, place and date of birth, previous club for which she last played (if any), previous club with and national association at which she was last registered (if any), and the national association in whose jurisdiction she last played.
71. No Trialist may receive any payment, benefit or consideration of any description from or on behalf of a Club in respect of or in connection with that Trialist's participation in Football or in an activity connected with Football, other than in reimbursement of expenses actually incurred or to be actually incurred in Playing or training for that Club.

### **Commitment Letters**

72. Any Club which wishes to offer to an Under 18 Player who is Scottish FA Registered as an Amateur Player to another Club an Amateur Registration at the Scottish FA with the offering Club ("**the Offering Club**") must first send written notification to the Club to which the Player is Scottish FA Registered ("**the Scottish FA Registered Club**") by recorded delivery post (a "**Commitment Letter**"), at the same time copying the Commitment Letter by recorded delivery to the Secretary, advising the Scottish FA Registered Club of its interest in the relevant Player and advising the Scottish FA Registered Club that if the relevant Player wishes to be Scottish FA Registered with the Offering Club then the Offering Club will forthwith on the Player becoming Scottish FA Registered with it, pay to the Scottish FA Registered Club, the full amount of any Scottish FA compensation, failing which any Development Contribution, payable in respect of the Under 18 Player concerned.
73. To be effective a Commitment Letter must be sent to the Scottish FA Registered Club and copied to the Secretary not less than 30 and not more than 90 days prior to the date of expiry of the then current Scottish FA Registration of the Under 18 Player concerned with the Scottish FA Registered Club.
74. Any Commitment Letter sent to the Scottish FA Registered Club is final, binding and irrevocable on the Offering Club and the Offering Club shall be bound to Scottish FA Register the Under 18 Player concerned, should the Under 18 Player concerned wish so to do, with the Offering Club forthwith at the expiry of her then current Scottish FA Registration with the Scottish FA Registered Club and the Offering Club shall on the same date as Scottish FA Registering the relevant Under 18 Player with the Offering Club make payment of all Scottish FA compensation or, as the case may be, Development Contribution then payable to the Scottish FA Registered Club.

- 75.** The Secretary on receipt of a copy of a Commitment Letter shall forthwith copy same by recorded delivery or electronically to the Under 18 Player concerned and shall confirm in writing that she has done so to the Offering Club and the Scottish FA Registered Club. Only on receipt of such confirmation from the Secretary it shall it be open to the Offering Club to seek to speak to the Under 18 Player concerned and her parents with a view to the Offering Club proposing to the Under 18 Player concerned that she becomes Scottish FA Registered as an Amateur Player with the Offering Club at the expiry of the then current Registration of the Under 18 Player concerned with the Scottish FA Registered Club.
- 76.** If the Under 18 Player concerned or her parents shall at any time indicate to the Offering Club that she does not wish to Scottish FA Register with the Offering Club or if the Under 18 Player concerned or her parents shall at any time indicate to the Secretary that the Under 18 Player concerned does not wish to Scottish FA Register with the Offering Club and the Secretary so notifies the Offering Club, then, in either case, the Offering Club shall immediately withdraw, advise in writing the Secretary and Scottish FA Registered Club that it has done so and shall not seek directly or indirectly to make any further communication with the Under 18 Player concerned or her parents without first issuing a further Commitment Letter.
- 77.** Under no circumstances shall the Offering Club, other than in reimbursement of expenses actually incurred or to be incurred, indirectly or directly make, pay, suggest or otherwise commit to or imply any form of financial inducement, consideration, reward or encouragement for the Under 18 Player concerned or her parents to agree to Scottish FA Register with the Offering Club and under no circumstances shall the Scottish FA Registered Club directly or indirectly make, pay, suggest or otherwise commit or imply any form of financial or other tangible inducement or consideration, reward or encouragement for the Under 18 Player concerned or her parents not to agree for the Under 18 Player concerned to be Scottish FA Registered as an Amateur Player with the Offering Club.
- 78.** Except by means of an Commitment Letter issued in accordance with these Rules, no Under 18 Amateur Player may be directly or indirectly, including through or by any third party, communicated with or approached by any Club or other Football club or any Official or Player of a Club or other Football club with the object or purpose of seeking, negotiating or arranging the Scottish FA Registration of such Under 18 Amateur Player concerned with any Club or other Football club other than the Club with which she is currently Scottish FA Registered.

### **Compensation**

- 79.** Compensation shall be payable to the former Club of a Player only where the Player concerned is Registered with her new Club at or before the end of the first Season in which the Player concerned reaches, will reach or shall have reached the age of 23.
- 80.** If a Club wishes to re-engage a Professional Player and/or preserve any right that it may wish to assert to Compensation, such Club must have sent to the Player, to her last known home address or delivered to her personally, and copied to the Secretary, not later than fourteen days prior to the expiry of the term of the Player's Contract of Service, a written offer of re-engagement in accordance with Rule 86.

- 81.** An offer of re-engagement for the purposes of Rule 85 must be for a term of not less than one year, on:-
- (a) replacement terms which are, in the opinion of the Board, not less favourable in all monetary respects, on an annual comparison basis, with the immediately preceding year of her employment, except that a signing-on fee and/or any additional or other lump sum payments included in the previous terms need not be repeated; or,
  - (b) deemed terms as provided in Rule 87.
- 82.** If an offer made in accordance with Rule 86 does not specify the term and/or terms offered for such re-engagement then the Club making the offer shall be deemed to have offered employment for a term of one year from the expiry of the term of the Player's existing Contract of Service on the same terms on which she was employed at the date of such offer, except that any signing-on fee and/or any additional or other lump sum payments included in the existing terms are not included in the deemed offer.
- 83.** If, after the expiry of the term of her Contract of Service a Professional Player, to whom an offer in terms of Rules 86 and 87 has been made which is not accepted by her, is Registered for a new Club in circumstances where Rule 84 applies, then that new Club shall be liable to pay Compensation to the Player's former Club
- 84.** If Clubs are unable to reach agreement on the amount of Compensation payable then either of the Clubs concerned or the Board shall have the right, at any time, to have any Compensation payable, if any, determined by a Compensation Tribunal.
- 85.** In the event of the two Clubs concerned not reaching agreement on the amount of any Compensation payable, the new Club must, on the date of Scottish FA Registration or, if later, on the date of any first offer of Compensation, pay to the Player's former Club at least 50% of the highest amount offered or, as the case may be, offered, plus VAT at the standard rate. All offers of Compensation shall be in writing and shall be copied to the Secretary by recorded delivery post when they are sent to the Player's former Club. In the event that the amount of Compensation ordered to be paid by a Compensation Tribunal is less than the amount previously paid in terms of this Rule 85 or if no Compensation is ordered to be so paid then the Club which has received such payment shall be liable to forthwith repay as a debt the amount overpaid or, where no payment is so ordered to be paid, the amount paid, to the Club which made such payment.
- 86.** A Compensation Tribunal shall be convened, and its members appointed by the Board. The Clubs concerned shall provide the Compensation Tribunal with all the relevant information and documentation that the tribunal may require.
- 87.** Unless otherwise agreed between the Clubs concerned, such agreed terms being set out in writing, signed by both Clubs and lodged with the Secretary, the balance or balances of Compensation, plus VAT at the standard rate, must be paid within 28 days of the date of publication of a Compensation Tribunal determination or, when an award in appropriate terms has been made by the Compensation Tribunal, of the occurrence or the relevant event or events. The Board may require interest to be paid on any balance or balances of Compensation from time to time due for payment and not paid until paid in full, at the rate of 2% above the base lending rate of the Bank of England as same may vary from time to time compounded on the first day of each calendar month.

- 88.** The action of a Club in securing the Professional Player's signature on a Contract of Service shall constitute an acknowledgement of that Club's liability to pay any Compensation due in accordance with these Rules.
- 89.** If, in the opinion of the Board, a Contract of Service has been agreed or amended with the purpose or effect, in whole or in part, of avoiding or evading the payment of Compensation in accordance with the intent of the provisions of these Rules, the Board shall require the Club concerned to pay to the Club entitled to Compensation the amount of Compensation which a Compensation Tribunal considers ought to be paid.
- 90.** If, in the opinion of the Board, a Club unfairly traffics or deals in the Scottish FA Registration of any Player or otherwise abuses in any way the system of Compensation, or the intent thereof, the Board shall require such Club to pay to the Club from whom the Player was transferred such sum as the Board may consider just.
- 91.** A Compensation Tribunal shall comprise:-
- (a) a legally qualified chair independent of the Clubs concerned;
  - (b) a member or nominee of the Board; and
  - (c) a person representing or representative of Players.
- 92.** A Compensation Tribunal shall be entitled to call for any documentary evidence required by it and shall have the power to order the attendance of any Club, Official or Player at any relevant hearing. The secretary to a Compensation Tribunal shall be the Secretary or appointed deputy.
- 93.** The decision of a Compensation Tribunal on all matters determined by it shall be final and binding on all parties.
- 94.** In determining the amount of Compensation, a Compensation Tribunal shall take into account the costs referred to in Rules 96 and 97 and the criteria set out in Rule 98.
- 95.** A Compensation Tribunal shall be entitled to award Compensation payable as a single sum or to award an initial sum with such further sum or sums as to be payable on the occurrence of a future event or events.
- 96.** Any costs relating to the Player concerned, including a contribution to overheads, indirect and shared costs, incurred by the Club losing the player's Scottish FA Registration in operating a youth development set-up such as for example, Football Academy, Centre of Excellence or Youth Development Initiative, including (without limitation) the cost of providing for students:-
- (a) living accommodation;
  - (b) training and playing facilities;
  - (c) scouting, coaching, administrative and other staff;
  - (d) education and welfare requirements;
  - (e) playing and training strip and other clothing;



- (f) medical and first aid facilities; and,
- (g) friendly and competitive matches and overseas tours.

**97.** Any other costs incurred by the Club losing the player's Scottish FA Registration directly and/or indirectly attributable to the training and development of the Player.

**98.** The criteria are:-

- (a) the age of the Player;
- (b) the amount of any transfer fee or Compensation paid by the Club losing the player's Scottish FA Registration when acquiring the Scottish FA Registration of the Player;
- (c) the length of time during which the Club losing the player's Scottish FA Registration held the Scottish FA Registration of the Player;
- (d) the terms of the new contract offered to the Player by each of the Clubs;
- (e) the Player's playing record in club and international team appearances; and,
- (f) substantiated interest shown by other clubs in acquiring the services of the Player.