



## Articles of Association

### THE COMPANIES ACTS 1985 AND 1989

#### COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL ARTICLES OF ASSOCIATION of SCOTTISH WOMEN'S FOOTBALL

#### PRELIMINARY

1.1 In these Articles of Association the following words shall have the following meanings unless the content require otherwise: -

“the Act”

shall mean the companies Act 1985 as amended by the Companies Act 1989.

“Annual General Meeting”

shall mean an annual general meeting of SWF

“Club Annual Affiliation Fee”

shall mean the amount of money requiring to be paid annually to the SWF by each of the Club Members by the Annual General Meeting in each Season as prescribed by the Board from time to time;

“Articles”

shall mean these Articles of Association;

“Associate Member”

shall mean a Club, League or former Player which has been admitted as an associate member in accordance with Article 5 and the expression “Associate Membership” and Associate Members” shall be construed accordingly;

“SWF”

shall mean Scottish Women's Football;

“Association Football”

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shall mean any football played by girls/women under the jurisdiction of FIFA in accordance with the Laws of the Game;

“Chairperson”

means the chairperson of the Board elected in accordance with Article 40;

"Club(s)"

shall mean a football club playing Association Football.

"Club Member"

shall mean a Club which has been recognised as a club member in accordance with Article 6 and the expressions “Club Membership” and “Club Members” shall be construed accordingly.

"Code of Ethics"

shall mean the code of ethics issued by the Board from time to time;

"Committee(s)"

shall mean committee(s) of SWF constituted in accordance with the Articles from time to time;

"Constitution"

shall mean each constitution of a Full Member in a form approved by the Board in accordance with Article 9;

“Competitions” shall mean all league and cup competitions organised under the jurisdiction of SWF;

"Board"

shall mean the Board of SWF consisting of the Directors from time to time as constituted in accordance with the Articles;

“Disciplinary Procedures”

shall mean the disciplinary rules, regulations recommendations, decisions and procedures issued by the Scottish Football Association, SWF, the Board and/or its Committee(s) from time to time;

“Division”

shall mean a recognised division of a League as approved by the Board ;

“Extraordinary General Meeting”

shall mean an extraordinary general meeting of the SWF;

“FIFA”

shall mean the Federation of International Football Associations;

“Full Member”

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shall mean a League which has been granted full membership of the SWF in accordance with Article 4 and the expressions “Full Membership” and “Full Members” shall be construed accordingly;

“Laws of the Game”

shall mean the laws of the game as laid down by the International Football Association Board and issued by FIFA;

“League”

shall mean a group of not less than four Clubs (or such minimum/maximum number of Clubs as the Board from time to time may prescribe) forming an administrative body for the purpose of (1) administering and issuing fixtures for recognised age levels and/or recognised divisions (as the case may be); and (2) dealing with disciplinary matters affecting or relating to the group of Clubs;

“Marketing Revenues” shall mean the monies received by SWF in terms of any contract agreed by SWF relating to the sale of Marketing Rights. These shall be apportioned by the Board in its discretion;

“Marketing Rights” shall mean the commercial exploitation of broadcasting, sponsorship, licensing and publication rights of all Competitions. This includes the commercial exploitation of the name, logo and trademarks of SWF and all SWF Competitions;

“Member(s)”

shall mean collectively Full Members, Associate Members, Club Members and Player Members;

“Official”

shall mean any person associated with a Club and/or League who is not a Player Member;

“Player Member”

shall mean a Player who has been recognised as a player member in accordance with Article 7 and the expressions “Player Membership” and “Player Members” shall be construed accordingly;

“Players Registration Form”

shall mean the application form to be completed annually by all Players and submitted by Club Members before participating in Association Football as prescribed by the Board from time to time. The Board reserves the right to accommodate necessary registration changes brought about through the transition of the SWPL to the SPLF;

Scottish Women’s Premier League

Shall mean the league administered by the Scottish Professional Football League (SPFL)

“Championship”

shall mean the Championship, SWF’s top league, as recognised by the Board;

“League One”

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Shall mean the league below the Championship as recognised by the Board;

“Quorum” shall mean the minimum required number of voting delegates attending a meeting before the meeting may commence;

“Recognised Age Levels”

shall mean all age levels recognised by the Board from time to time;

“Regions”

shall mean the geographical administrative regions of North, East, South East, Central, West and South West as may be defined by the SFA from time to time;

“Rules”

shall mean the Disciplinary Procedures, all rules, regulations, recommendations, decisions and procedures issued by the SWF, the Board and/or its Committee(s) from time to time governing the playing of Association Football including without prejudice to the generality of the foregoing rules, regulations, recommendations, decisions and procedures governing competitions, disciplinary and appeal procedures together with all rules, regulations recommendations, decisions and procedures issued by SFA, FIFA and/or UEFA from time to time;

“Season”

shall mean the period stipulated by the SWF from time to time

“Secretary” shall mean the secretary of the SWF appointed in accordance with article 42;

“Scottish Women’s Football League”

shall mean the Scottish Women’s Football League (SWFL) constituted November 1999 administering Association Football as recognised by the Board

“SFA”

shall mean the Scottish Football Association Limited;

“SWPLL”

Shall mean the Scottish Women’s Premier League Limited

“UEFA”

shall mean the Union of European Football Associations;

“Youth League”

shall mean all youth Leagues administering Association Football as recognised by the Board;

1.2 Save as aforesaid, unless the context otherwise requires any words or expression contained in the Articles shall have the same meaning as in the Act.

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1.3 Any reference to a statute or provision of a statute includes a reference to any statutory modification or re-enactment of it for the time being in force and from time to time.

1.4 Unless the context otherwise requires, words importing the singular only shall include the plural and vice versa.

1.5 The headings are inserted for convenience only and shall not affect the construction of the Articles.

1.6 Unless the context otherwise requires, words denoting gender shall include each gender and all genders.

1.7 Any omission from these Articles will be referenced from the Articles of the Association of the Scottish Football Association

2 The Regulations contained in Table C in the Companies (Tables A to F) Regulations 1985 (as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 and in any Table C applicable to the Association under any former enactment relating to companies shall not apply to the Association.

#### MEMBERSHIP

3.1 There shall be four classes of members: Full Members, Associate Members, Club Members and Player Members.

3.2 Membership of SWF confers registered membership of the SFA and is subject always to the Articles of Association of that body and the rules and regulations made by it.

3.3 Any club, League or Association that is refused admission shall have the right of appeal to the Scottish Football Association whose decision shall be final within 5 working days of the decision to refuse being intimated to the affected party.

#### FULL MEMBERSHIP

4 A League may be admitted at the discretion of Board as Full Members subject to the following provisions:

4.1 All clubs within that league having made timeous payment of the Club Annual Affiliation fee and have no outstanding fees, fines or monies due to SWF;

4.2 Affiliation to SWF by each club within that league through completion of the annual affiliation process;

4.4 It is deemed to have agreed to adhere to the Laws of the Game; these Articles, the Rules, the Code of Ethics and all SWF Polices;

4.5 Each league must nominate a representative to attend and vote at SWF Annual General Meetings, EGM's and committee meetings as the Board may determine and on such terms and conditions as the Board may determine from time to time;

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4.6 It consists of not less than four Clubs (or such minimum/maximum number of Clubs as the Board may from time to time prescribe); and

4.7 It administers Association Football only at recognised age levels and/or for recognised divisions.

4.8 Each Full Member shall submit annually by the start of each Season details of each of its officer's name, address and contact details and each officer shall:-

4.8.1 Be properly elected in accordance with the relevant procedure

4.8.2 Not be bankrupt and shall not have made any arrangements or composition with creditors;

4.8.3 Not be of unsound mind, suffering a mental disorder, nor had a curator bonis or other person appointed to exercise power with regard to his property/affairs;

4.8.4 Not be a member of another Club or League without the prior written consent of the Board;

4.8.5 Not have been disqualified by the SWF, the Board or one of its Committee.

4.8.6 Be a current, approved official with a member club and registered accordingly on SFA Live

#### ASSOCIATE MEMBERSHIP

5. At the discretion of the Board, a League, Club, former Player or former SWF Director may be admitted as an Associate Member on receipt by the Board of an application in the form prescribed by the Board from time to time. The terms and conditions of Associate Membership and the Associate Member's annual subscription shall be as prescribed by the Board from time to time.

#### CLUB MEMBERSHIP

6. The term club is defined as meaning each group of teams registered under one name with the same club number issued by SWF. Should a club seek to use a different name for any team within its structure, prior approval from the SWF Board will be required. Admission shall also be dependent on the approval of the SWF Board through safeguarding measures including PVG checks for all club officials in regulated work with children and/or protected adults. This applies to all relevant adults participating in running club activities, club child wellbeing and protection officers, coaches, physiotherapists and first aiders, whether in a paid or voluntary capacity.

6.1 payment of the Club Annual Affiliation Fee and any outstanding fines, fees and monies from the previous season; and

6.2 Affiliation to SWF through the annual affiliation process in terms of which it has agreed to adhere to the Laws of the Game, these Articles, the Rules, the Code of Ethics and all SWF Policies

6.3 Should a team break away from an SWF registered club, they must follow the appropriate affiliation and registration process and can only participate in SWF competitions at the lowest entry point, subject to the views and approval of the SWF Board.

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## PLAYER MEMBERSHIP

7 A player shall be recognised by the Board as a Player Member through her participation in a League providing she has not been removed or barred from membership by the Board subject to the following provisions:-

7.1 Players may register in accordance with competition rules and as outlined in Registration Guidelines updated annually by SWF

7.2 Submission to the SWF of the Players Registration Form in terms of which she has agreed to adhere to the Laws of the Game, these Articles, the Rules, the Code of Ethics and all SWF Policies

## TERMINATION OF MEMBERSHIP

8 The Board may terminate any Member's membership or at its discretion may impose a fine or suspension or a combination of such penalties for such time period as it shall decide in respect of a Member; in such circumstances as the Board deems appropriate which may include the following (which list is not exhaustive):-

8.1 The Club Annual Affiliation fee (in respect of the Full, Associate and Club Members only) has not been paid by the Annual General Meeting in each Season or the deadline set by the SWF Board:

8.2 The Club Affiliation to SWF process has not been completed by the Annual General Meeting in each Season or by the deadline set by the SWF Board

8.3 The Board or the Association is of an opinion that the Member has brought the game into disrepute

8.4 The Member (or any Club, Player under its supervision) has infringed any provision of its relevant constitution, the Articles, the Code of Ethics, SWF Policies and/or the Rules;

and

The Board (or its Committee as the case may be) shall be authorised to investigate the affairs of any of its Members for the purpose of this Article and shall be entitled to access to such information as it may require.

## VOTES OF MEMBERS

9 Subject to any provision in these Articles to the contrary, the Championship and League One shall be entitled to receive notice of and attend all general meetings and shall have two votes in total (one for Championship and one for League One). Both leagues shall appoint representatives in accordance with Article 10 to represent it at general meetings.

9.1 Subject to any provisions in these Articles to the contrary, the SWFL shall be entitled to receive notice of and attend all general meetings and shall have two votes, shall appoint representatives in accordance with Article 10 to represent it at general meetings.

9.2 Subject to any provisions in these Articles to the contrary, the six identified and agreed regions shall be entitled to receive notice of and attend all general meetings. They shall have 1 vote per region, and shall appoint representative(s) with Article 10 to represent it at general meetings.

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9.3 Associate Members, Club Members and Player Members shall not be entitled to vote at general meetings of the Member nor receive notice or attend such general meetings.

9.4 If any additional Leagues are accepted as Full Members such League shall have the number of votes and representatives as prescribed by the Board on admission.

#### APPOINTMENT OF REPRESENTATIVES

10 Each Full Member shall be entitled to appoint representative(s) to represent it and attend general meetings in accordance with Clause 9 above shall be subject to the following conditions:-

10.1 Representatives of a Full Member must be an officer of the Full Member elected in accordance with its Constitution;

10.2 A representative of a Full member which is under suspension shall be debarred from attending at any general meeting and no Full Member shall be represented at any general meeting by any person under suspension imposed or confirmed by SWF; and

10.3 No person owing money to SWF shall represent a Full Member at any general meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

11 The Quorum for general meetings shall be a majority of appointed representatives entitled to receive notice, vote and attend general meetings in accordance with Clause 9 above who must be in attendance when the meetings proceed to business. For an appointed representative to be deemed "present" at a general meeting he or she must either be personally present or have timeously sent a proxy. All decisions of general meetings shall require a majority of 75% of the votes of the appointed representatives at a properly called and quorate general meeting.

11.1 General meetings can be held solely by any means of electronic communication which permits the members who are present at the general meeting to communicate with each other and references in these Articles to the "place" of a general meeting shall be deemed to include holding such general meeting by any such means.

11.2 In determining whether members are present at a general meeting, including for the purposes of determining whether a quorum is present, it is not necessary for members to be in the same place at the same time. The Board may make whatever arrangements it considers appropriate to enable those members who are present at a general meeting, whether in person or by other means, to exercise their rights to speak or vote at such general meeting, including by any means of electronic communication which permits the members who are present at the general meeting to communicate with each other.

12 The Chairperson shall not be entitled to an additional or casting vote.

13 SWF shall hold an Annual General Meeting at such time and place as may be determined by the Board but in normal course shall be in January or February in each calendar year and 21 days' notice in writing is require to call an Annual General Meeting.

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14 All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings which the Board may convene as it thinks fit on 21 days' notice in writing to the appointed representatives.

15 Notices calling Extraordinary General Meetings and Annual General Meetings shall state the business to be transacted at the meeting and should be given to the appointed representatives in writing stating the place, day and hour of the meeting.

16 The accidental omission to give notice of any general meeting to any person entitled to receive notice shall not invalidate the proceedings at that meeting.

17 In addition to the Board calling general meetings the Board shall convene an Extraordinary General Meeting on receipt of a written memorandum from not less than two thirds of the total voting rights of all those entitled to attend such meetings. Such memorandum must state the object of the meeting and the resolutions proposed to be considered. . If the Board fails to convene such a meeting within 21 days of receipt of the memorandum the requisitioning members may themselves convene the meeting.

18 No business shall be transacted at any general meeting unless a Quorum is present when the meeting proceeds to business.

19 If within half an hour from the time appointed for the holding of a general meeting a Quorum is not present the meeting, if convened on a requisition of appointed representatives, shall be dissolved. In any other case it shall stand adjourned and appointed representatives shall be given 7 days' notice of the time and place, as the Board may determine, of such adjourned meetings and if at such adjourned meetings a Quorum is not present within half an hour from the time appointed for holding the meeting, the appointed representatives present shall be deemed a Quorum.

20 The Chairperson of the Board shall preside as Chairperson at every general meeting, but if the Chairperson is not present at any meeting or not present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, another nominated representative of the Board shall preside. If the Chairperson or other nominated representative of the Board shall not be present the appointed representatives present shall choose some other member of the Board or, if no such member be present or if all the members of the Board present decline to take the chair they shall choose appointed representatives in accordance with Article 10 who shall be present, to preside.

21 The Chairperson may, with the consent of the meeting at which a Quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as for an original meeting. Save as aforesaid, the appointed representatives shall not be entitled to any notice of adjournment, or of the business to be transacted at an adjourned meeting.

22 At any general meeting a resolution put to the vote of the meeting shall be decided by a show of hands

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## PROCEEDINGS OF THE BOARD

23 The Board shall consist of the following Directors:

Chairperson; Commercial Director; Strategy Director; Finance Director; Legal Director; Media & Communication Director; Child Wellbeing & Protection Director; Policy Director Perform & Win Director; Strong Quality Growth Director; and Any other persons as the Association may prescribe from time to time.

24 The Members of the Association may by resolution (whether at an annual general meeting, an extraordinary general meeting or by resolution in writing) appoint a person who is willing to act to be a Director, either to fill a vacancy or as an addition to the existing Board.

25 The Board shall have the power at any time to appoint any person who is willing to act as a Director to fill a casual vacancy. Any Director so appointed shall retire at the next annual general meeting of the SWF following such appointment and shall be eligible for re-appointment.

26 No membership qualification for Directors shall be required.

27 The Commercial Director, Child Wellbeing & Protection Director and the Policy Director shall retire from office at the third annual general meeting after the annual general meeting or general meeting (as the case may be) at which he was previously appointed. All other Directors (excluding the Chairperson) shall retire from office at the second annual general meeting after the annual general meeting or general meeting (as the case may be) at which he was previously appointed.

28 A Director who retires at an annual general meeting may, if willing to act, be re-appointed. If he or she is not re-appointed he or she shall retain office until the meeting appoints someone in his or her place or, if it does not do so, until the end of the meeting.

29 Without prejudice to the provisions for retirement contained in these Articles, the office of a Director shall be vacated if:

(a) the members resolve that he or she has brought the SWF into disrepute and is no longer a fit and proper person to act as a Director; (b) he or she resigns by notice in writing delivered to the Secretary; (c) he or she is requested to resign by all of the other Directors by notice in writing addressed to him or her at his or her address as shown in the register of Directors; (d) he or she ceases to be a Director by virtue of any provision of the Companies Acts, is removed from office pursuant to these Articles or the Act or becomes prohibited by law from being a Director; (e) he or she becomes bankrupt or makes an arrangement or composition with his or her creditors generally; (f) a registered medical practitioner who has treated that person gives a written opinion to the Company stating that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months, or he or she is or has been suffering from mental or physical ill health and the Board resolves that his or her office be vacated; or (g) he or she is absent without the permission of the Board, from Board meetings for six consecutive months and the Board resolves that his or her office be vacated.

30 If the office of a Director is vacated for any reason, he or she shall cease to be a member of any committee or sub-committee of the Board.

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31 The Board may appoint one of its number as vice chairperson and determine the period for which the vice chairperson shall hold office. The Board may at any time remove the vice chairperson from office.

32 If at any meeting neither the chairperson nor the vice chairperson is present within ten minutes of the time appointed for holding the same, the Directors present shall choose one of their number to be the chairperson of such meeting.

33 The quorum necessary for the transaction of business of the Board shall be a majority in number of the Directors. A duly convened meeting of the Board at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions for the time being vested in or exercisable by the Board.

34 Questions arising at any Board meeting shall be determined by a majority of votes. In the case of equality of votes the chairperson of that meeting shall have a second or casting vote.

35 The Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they see fit. A member of a Committee may at the Chairperson's discretion be requested to attend a meeting of the Board but shall have no voting powers at such a meeting. At the discretion of the Chairperson an Office Bearer or a requested member of a Committee may participate in such meetings by means of such conference, telephone or other similar communications equipment as permit all person participating in the meeting to hear each other, and an Office Bearer participating in such meeting by such means shall be deemed to be present at the meeting and be counted in the Quorum.

36 Two or more Directors may request that the SWF shall, at any time, summon a meeting of the Board by written notice served on the Directors giving reasonable notice of such meeting having regard to all the circumstances.

37 The Board shall appoint:

- a Policy Working Group Committee; - a National League Management Committee (LMC) otherwise known as "Perform and Win Committee"; - a Regional Representatives Committee otherwise known as "Strong Quality Growth Committee and League Management Committees for all leagues and regions under the auspices of SWF

The chairperson for the Policy Working Group shall be the Policy Director.

The Chairperson for the Perform & Win Committee shall be the Perform & Win Director.

The Chairperson for the Strong Quality Growth Committee shall be the Strong Quality Growth Director.

All Committees report to the SWF Board and the remit and constitution of each Committee is subject to approval by the SWF Board. For the avoidance of doubt, the SWF Board has the authority to remove any Committee member in accordance with the provisions set out in Article 29.

The Board may appoint such other Committees, advisory groups and working parties as it thinks fit for such purposes as it consider necessary. The Board shall appoint a Chairperson for each such Committee, advisory group and working party, and with the exception of the National League

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Management Committee, may include within the membership of the same persons who are not Members of the Association, in an advisory capacity.

Insofar as the National League Management Committee is concerned, the remainder of the Committee is made up of five club nominated representatives (3 Championship and 2 League One, and three SWF representatives. The SWF may appoint representatives to the Policy Working Group Committee and the Regional Representatives Committee in addition. References in these Articles to "Committee" shall be deemed to include references to advisory groups and working parties.

Insofar as all other League Management Committees are concerned, the Committee is made up of three nominated club representatives who must be active and approved officials of clubs within that league registered on SFA Live and three independent representatives nominated by SWF or the Scottish FA. The Chair should be nominated from the independent representatives.

38 Any Committee formed by the Board to despatch any of its business shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Board. The meetings and proceedings of any such Committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board. All Acts and proceedings of any such Committee shall be reported to the Board as soon as possible, for approval, if required.

39 All acts bona fide done by any meeting of the Board or of any Committee of the Board, or by any person acting as a member of the Board of any such Committee, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a member of the Board or of any such Committee.

40 The Board shall cause proper minutes to be made of all appointments of Directors made by the Board and of the proceedings of all meetings of the Board and of Committees of the Board, and all business transacted at such meetings. Such minutes of any meeting, if purporting to be signed by the Chairperson of such meeting, or by the Chairperson of the next succeeding meeting, shall be sufficient evidence of such proceedings without any further evidence of the facts stated therein.

41 A resolution in writing signed by all the Directors or members of any Committee of the Board, who are entitled to receive notice of a meeting of the Board or any Committee of the Board, shall be as valid and effectual as if it had been passed at a meeting of the Board or of such Committee duly convened and constituted.

#### SECRETARY

42 The office of Secretary shall be held by an employee of the company or any other person as nominated by the Board from time to time.

#### APPEALS COMMITTEE

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43 The Board shall appoint a Committee (the “Appeals Committee”) to investigate appeals from Players officials, referees, Clubs or Leagues against decision of its Members. The Appeals Committee shall be responsible and shall draw up procedures governing such appeals (the “Appeals Procedures”) which shall be available from the Secretary and a fee (in the amount prescribed by the Board from time to time) shall be submitted with each appeal application. The Appeals Committee shall have the power to:-

43.1 Affirm the decision of the body whose decision is appealed against;

43.2 Uphold the appeal by setting aside the decision appealed against and quashing any penalty imposed;

43.3 Uphold the appeal in part by setting aside part only of the decision appealed against;

43.4 Substitute for the decision appealed against the decision to find the appellant guilty of a lesser offence and/or to impose a lesser penalty or penalties in respect thereof;

43.5 Refer the case or any part of it back to the body whose decision is appealed against; and/or

43.6 Take any step which, in the exercise of its discretion, the Appeals Committee considers it would be appropriate to take in order to justly deal with the case in question. If the appeal is unsuccessful the appellant may be held liable in all or part of the expenses of the meeting subject to discretion of the Appeals Committee. If the appeal is successful the appeal application fee shall be returned to the successful appellant. The decision of the Appeals Committee shall be final and binding on the parties concerned unless the decision is appealed by the unsuccessful appellant within 7 working days to the SFA in accordance with the procedures laid down by the SFA from time to time and as set out in the Appeals Procedures.

#### DISCIPLINARY COMMITTEE

44 The Championship, League One, SWFL and the Youth Leagues shall work under the auspices of the Scottish Football Association for disciplinary matters within their own leagues.

However, in respect of all other Members (and the SWFL and Youth Leagues if the Board feels the disciplinary matter is of an exceptional magnitude) the Board shall have the power to appoint a Committee (the “Disciplinary Committee”) which have the power to:-

44.1 Carry out such Disciplinary Procedures as directed by the Board from time to time for dealing with reports by match officials relating to incidents and acts of misconduct occurring at matches under the jurisdiction of the Association involving Members or Players; and

44.2 Investigate any case in which any Member’s or officials act of misconduct or the circumstances pertaining to such misconduct would appear in the opinion of the Disciplinary Committee to be exceptional and to take such action upon the outcome of its investigation including the imposition of any, additional or other penalties as it may consider merited given the facts and circumstances surrounding the investigation.

44.3 All other disciplinary matters not covered by above Scottish FA proceedings will be dealt with according to SWF’s Disciplinary Procedures and/or SWF’s Child Wellbeing & Protection Policy where

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appropriate. This includes complaints which fall under all SWF polices including: Illegal Player Approach Policy; Social Media Policy; Articles of Association; Child Wellbeing & Protection Policy

#### INTELLECTUAL PROPERTY AND CONTRACTUAL RIGHTS

45 A Match played under the jurisdiction of SWF shall not be transmitted in whole or in part, in any form, or by any means, whether electronic, mechanical, recording, film, video or otherwise, except with the prior consent of the Board. SWF shall retain all copyright and other intellectual property rights in all matches in all Competitions played under the jurisdiction of SWF.

45.1 The Board may approve contracts on behalf of SWF with commercial sponsors, broadcasters and other partners to exploit Marketing Rights for the benefit of members and to generate Marketing Revenues.

45.2 Any such contracts shall be binding upon each member subject to the terms of any sponsorship or other commercial contract of a Member previously approved by SWF and in force on the date any such contract is entered into by SWF.

45.3 SWF may require any Member to provide services and facilities pursuant to any such contracts. Members shall take all reasonable steps to assist in securing compliance by SWF with all reasonable obligations to third parties in implementing the terms of such contracts. SWF will intimate in writing to all members the terms of such contracts as soon as practically possible.

45.4 A Member which publishes, distributes, issues, sells or authorises a third party to publish, distribute, issue or sell a match programme or any other publication or audio/visual material of any description in any media now existing or hereinafter invented, including but not limited to the internet, social networking or micro-blogging sites, shall be held responsible for all matters contained therein.

45.5 A Member which publishes, distributes, issues, sells or authorises a third party to public, distribute, issue or sell a match programme or any other publication or audio/visual material of any description in any media now existing or hereinafter invented, including but not limited to the internet, social networking or micro-blogging sites, shall ensure that any such publications or audio/visual material does not contained any criticism of any match official, player or club official calculated to indicate bias or incompetence on the part of such match official, player or club official or to impinge upon his or her character.

#### SHIRT ADVERTISING

46 In matches played under the jurisdiction of SWF the Players' shirts may carry advertising subject to:-

46.1 compliance with the requirements relating to the dimensions of such advertising as laid down by the Board of the SWF; and

46.2 the name or logo and/or design to be used in such advertising having the prior written approval of the SFA.

#### INSURANCE

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- Updated and approved on 28/01/2021
- updated July 2022
- Updated 2023

47 Each Member shall carry the appropriate insurance cover as required by the Board from time to time.

#### CHILD WELLBEING & PROTECTION

48 Each member shall ensure that they comply with all Child Wellbeing & Protection Policies and guidelines as laid down by the SWF.

48.1 SWF member clubs must appoint a club child wellbeing and protection officer who must attend the “Children’s Wellbeing in Scottish Football” workshop, or the sportscoach UK “Safeguarding and Protecting Children” workshop; and, the “Managing Children’s Wellbeing in Scottish Football” workshop or the Children 1st “In Safe Hands” workshop.

48.2 SWF will administer, approve and complete the appointment and selection of adults in regulated work in SWF member clubs. This includes compliance with the Protection of Vulnerable Groups (Scotland) Act 2007 in carrying out appropriate PVG checks as stated previously in Article 6 as well as requesting completion of self-declaration form, two references and subscription to the Fair Processing Notice form for each relevant adult in SWF member clubs. Each club has the responsibility to inform SWF of any new adults coming into regulated work roles to ensure appropriate checks are completed by SWF before these roles are undertaken.

48.3 All adults in regulated work on completion of the SWF appointment and selection procedure must attend the “Children’s Wellbeing in Scottish Football” workshop, or the sportscoach UK “Safeguarding and Protecting Children” workshop; and are provided with, agree to the terms of, and subscribe to the SWF Code of Conduct for Safeguarding Children’s Wellbeing.

#### USE OF PROHIBITED SUBSTANCES OR PROHIBITED TECHNIQUES

49 No Player shall use or take advantage of a prohibited substance or prohibited technique as defined in the SFA Charter Against Doping in Scottish Football as may be prescribed from time to time.

#### INDEMNITY

50 Subject to the provisions of the Act but without prejudice to any indemnity to which an Office Bearer may otherwise be entitled, every Office Bearer or other officer or auditor of SWF shall be indemnified out of the assets of SWF against all costs, charges, losses, expenses and liabilities incurred by him or her in the execution of his or her duties or in relation thereto include any liability incurred by him or her in defending proceedings, whether civil or criminal, in which judgement is given in his or her favour or on which he or she is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his or her part or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty of trust in relation to the affairs of the Association.

#### VIDEO RECORDING

51 It is not permissible to video record or take photographs of any match under the jurisdiction of SWF unless it has been agreed in writing by both participating clubs. All forms of photography to comply with SWF’s Child Wellbeing & Protection Policy and Code of Conduct for the Use of

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Photographs – In the event of there being a dispute between the participating clubs as to whether or not a match should be videoed or photographed, the matter shall be referred to the Board whose decision shall be final.

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