

National League, Play-off & Cup Regulations

1. Management

- 1.1. These Regulations along with the specific Cup regulations shall apply to all Senior, Under 18 and Under 16 basketballscotland competitions organised by **basketballscotland** and will thereafter be referred to as competitions unless specific regulations require clarity.
- 1.2. The competitions are controlled by the **basketballscotland** Executive Board. The Board, or their nominees, will consider and act on all matters in connection with the Regulations and have the authority to make decisions on all matters relating to the competitions not specifically covered by these Regulations.
- 1.3. All matches within the competitions shall be conducted under Official FIBA Rules.
- 1.4. Disputes, protests and disciplinary matters may be dealt with by an Investigating Officer, as appointed by the Chief Executive Officer, in accordance with **basketballscotland**'s Complaints and Disputes Resolution and Appeals Policies.

2. Participation

- 2.1. All clubs participating in any of the competitions must be affiliated to **basketballscotland**. Public Liability Insurance cover is included with affiliation to **basketballscotland**.
- 2.2. All affiliated clubs shall be allowed to enter only one team per age level for competitions except any cup competition. Each club may enter more than one team in any cup competition; however such teams will require to be named differently (i.e. not A and B). Players within a club may only play for one team within an age group.
- 2.3. All clubs shall register with **basketballscotland** the names of at least 3 persons as being responsible for the management of the club, hereafter termed "directors". The person responsible for the day-to-day administration of the club (who may or may not be a director) will hereinafter be referred to as the Club Secretary.
- 2.4. All actions by the Club Secretary are considered to carry the full authority of the club.
- 2.5. All communications between a club and **basketballscotland** will be conducted through the Club Secretary.

3. Entry

- 3.1. Applications for entry to the competitions for the next season must be made on the Official Entry Form and forwarded, together with the appropriate fee, to **basketballscotland** by the date stipulated. **basketballscotland** reserves the sole right to decide which clubs will be permitted to compete in the competitions and will make such selection.
- 3.2. A current copy of the clubs Constitution and/or Articles of Association must be lodged with **basketballscotland**.

4. Finance

- 4.1. For season 2011 / 2012 the competitions participation fees will be as follows:

4.2. League Entry

4.2.1. Senior Men -	£235
4.2.2. Senior Women -	£235
4.2.3. Under 18 Men -	£165
4.2.4. Under 18 Women	£165
4.2.5. Under 16 Men -	£125
4.2.6. Under 16 Women -	£125

4.3. Scottish Cup Entry

4.3.1. Senior Men -	£30
4.3.2. Senior Women	£30
4.3.3. Under 18 Men -	£15
4.3.4. Under 18 Women -	£15
4.3.5. Under 16 Men -	£15
4.3.6. Under 16 Women -	£15

4.4. Play-off top up fee (max per game) (please see regulation 9.14)

4.4.1. Under 18 Men -	£46
4.4.2. Under 18 Women -	£46
4.4.3. Under 16 Men -	£46
4.4.4. Under 16 Women -	£46

- 4.4.5. Senior games will be hosted on a home and away basis and costs of venue and officials will be the responsibility of the home team.

- 4.5. A surety fee of £100 must also be lodged for each team entered (Senior, Under 18 and/or Under 16 leagues), with **basketballscotland** by 31 August preceding the season in question. This sum of money will be used to offset any expenses or fines incurred by the club in connection with competition activities during the season. Should the surety fee be reduced to £0 during the season, a further payment of the full surety fee amount must be reinstated within 10 working days. Any subsequent expenses/fines incurred by a club without a surety fee being reinstated, will be subject to a 100% increase in the fine amount, with possible further disciplinary action taken. This surety fee (or the balance) will be carried forward to the next season. Notification of all matters relating to surety fees and fines will be communicated to Club Secretaries by **basketballscotland** Competitions and Events Manager.
- 4.6. If a club ceases to exist whilst a member of the competitions, or withdraws from any of the competitions without fulfilling all its obligations to **basketballscotland** and/or clubs, all the player registrations and similar assets of the club are automatically forfeited to **basketballscotland**. These will be disposed of in whatever way **basketballscotland** deems to be appropriate, which may include meeting the existing liabilities of the club to **basketballscotland**, and/or to any other organisation.

5. Registration Procedure

- 5.1. All players, coaches, managers and officials participating in the competitions must be registered. Player age limits are as follows: -
- 5.1.1. Senior players - players who have reached their 18th birthday before 1 January of the current season
 - 5.1.2. Under 18 players - players who have not reached their 18th birthday before 1 January of the current season
 - 5.1.3. Under 16 players - players who have not reached their 16th birthday before 1 January of the current season
- 5.2. Clubs are required to hold registration forms for all players. Players under the age of 18 are required to have their form countersigned by a parent or guardian. Clubs may be required to produce documents on request by **basketballscotland**.
- 5.3. Registration of participants in competition, using the above procedure, can be made up to and including the second Friday in January of the present season.
- 5.4. Registration fees for 2011/ 2012 will be:
- | | | |
|--------|----------|----------------|
| 5.4.1. | Senior | £18 |
| 5.4.2. | Under 18 | £12 |
| 5.4.3. | Under 16 | £12 |
| 5.4.4. | Under 14 | £6 |
| 5.4.5. | Under 12 | Free of Charge |
- 5.5. Each member is then eligible to register under the following 6 categories of membership (provided they have the appropriate qualification where applicable):
- 5.5.1. Player
 - 5.5.2. Coach
 - 5.5.3. Floor Official
 - 5.5.4. Table Official
 - 5.5.5. Statistician
 - 5.5.6. Club Volunteer
 - 5.5.7. The only exception to the structure outlined above is that if any member registers as a Table Official, Statistician or Club Volunteer and **NOT** as either a Player, Coach or Floor Official, then their membership will be **Free of Charge**
- 5.6. A player signing a club registration form will be considered bound to that club until completing the release process (see section 6) and it is authorised by **basketballscotland**.
- 5.7. A registered player may also play for another club in other competition where there is no conflict of interest and only after a signed letter of permission is submitted to **basketballscotland**, by the Club Secretary of the player's registered club prior to the player competing for any other club. Any breach of this regulation will result in the default of a game by the team where a player registered for one club plays for another club in other competition. The principle of a player being 'Cup-tied' will continue. Players from a professional club are excluded from this relaxation.
- 5.8. Players will only be registered after the relevant electronic forms have been completed and submitted, fees have been received by **basketballscotland** and communication has been received from **basketballscotland** confirming the player's registration number

- 5.9. To active for the start of the current competitive season bulk registrations must be submitted with the relevant payment by 31st Aug of the forthcoming season.
- 5.10. For individual registrations following the 31st August, the appropriate electronic forms and payment must be submitted to **basketballscotland**.
- 5.10.1. To be eligible to play on any given day, electronic forms AND payment must be received by basketballscotland prior to 9am on the day of competition. Where a game falls on a weekend this must be received prior to 9am on Friday.
- 5.11. In the event of a club playing an unregistered or ineligible player in a competition fixture the following action will be taken: -
- 5.12. If the team fielding the ineligible player loses the fixture, the result shall stand and the club shall be fined as per competition regulations referring to fines.
- 5.13. If the team fielding the ineligible player wins the fixture, the result shall be declared void and automatically defaulted 20-0. The club shall also be fined in accordance with competition regulations referring to fines.
- 5.14. A player may play for only one club in a Scottish Cup competition. A player having played for one club in a Scottish Cup competition, and subsequently transferring, will be deemed to be "Cup Tied" and cannot play for any other club in the same Scottish Cup competition. A registered player may also play for another club in another Scottish Cup competition where there is no conflict of interest and only after a signed letter of permission is submitted to basketballscotland by the Secretary of the player's registered club prior to the player competing for any other club. Any breach of this regulation will result in the default of a game by the team where a player registered for one club plays for another club in other Scottish Cup competition.
- 5.15. Coaches must hold a basketball coaching qualification recognised by basketballscotland to coach in all competitions.

6. Release System

- 6.1. Players already registered to play with any club within or out-with the competitions will be subject to the following conditions: -
- 6.2. Senior players
- 6.2.1. If a player does not wish to re-sign, or the club does not offer to re-sign the player, the Club Secretary may release the player, otherwise a **Request for Release form** must be submitted to **basketballscotland** for consideration.
- 6.2.2. If a player wishes to change clubs, and if no contract has been lodged with **basketballscotland**, no fee is required to be paid by the receiving club provided the player has no outstanding debts to the releasing club A request for release form cannot be withheld and must be submitted to **basketballscotland** within 5 days of receipt.
- 6.2.3. A player, having signed for a given club after 1 August, may only sign for one other club in the forthcoming season to July 31.
- 6.2.4. Any player wishing to change clubs will not be eligible to play in competition until confirmation is received from **basketballscotland**.
- 6.2.4.1. The releasing club agrees to the release of the named player.
- 6.2.4.2. The named player has no outstanding debts or equipment to the releasing club.
- 6.3. Youth players
- 6.3.1. Youth players, prior to their 18th birthday, may only be considered for immediate release by **basketballscotland** under the following circumstances: -
- 6.3.1.1. Change in domestic circumstances.
- 6.3.1.2. By mutual agreement of club and player.
- 6.3.2. Any other reason submitted by a Youth Player on the appropriate request for release form will automatically be considered by The Competitions & Events Manager and then the arbitration panel where required.
- 6.3.3. Following their final season as an Under 18 player, players will be free to register with any other club provided they have no outstanding debts to the club they are leaving. The Club Secretary may release the player, otherwise a **Request for Release form** must be submitted to **basketballscotland** for consideration.
- 6.3.4. In the case of 6.3.2 a compensation fee of £50 for every season, or part season, during which the player had been registered with **basketballscotland** may be required to be paid by the player to **basketballscotland**. This fee will be passed to the releasing club.

- 6.4. Club officials or players shall not directly or indirectly induce a player or coach who holds, or has held, a registration in the previous season for another club, to leave that club for any purpose whatsoever.
- 6.5. A player or coach who holds, or has held, a registration in the previous season for one club shall not directly or indirectly approach an official or player of another club with the intention of negotiating a transfer to such other club.
- 6.6. Not more than 3 transfers shall be permitted between the same releasing and accepting team/clubs in any one year.

7. Arbitration for player release

- 7.1. Should the release of a player not be agreed by the releasing club, the matter of transfer will be determined by arbitration. Neither party may decline to accept arbitration.
- 7.2. Whenever arbitration is required, **basketballscotland** shall notify the parties involved and stipulate a 5 working day settlement period during which they should seek to reach agreement.
- 7.3. If no agreement has been reached in the settlement period arbitration procedures will automatically be invoked. At this point both parties become liable to pay an arbitration fee of £50.00 per party.
- 7.4. **basketballscotland** will designate an Arbitration Committee whose decision will be final and binding on both parties and no further appeal can be considered.
- 7.5. The Arbitration Committee will meet on a date specified by **basketballscotland** normally within 5 working days after the settlement period specified.
- 7.6. Each party will make written submission to the Arbitration Committee. The terms of the submission will not be disclosed to the other party. All supporting documentation must be included with such submission.
- 7.7. The £50.00 arbitration fee shall accompany each submission or the submission shall be deemed invalid.
- 7.8. If a submission has not been received by the Arbitration Committee by the stipulated date, arbitration will normally be awarded in favour of the other party.
- 7.9. The terms of settlement decided upon become binding on both parties and settlement must take place within 5 working days of the notification of the decision. Failure to do so will result in disciplinary action.
- 7.10. A settlement is deemed to have taken place when **basketballscotland** receives the payment agreed by the Arbitration Committee.
- 7.11. A player who has not played in a competition match for a club between 1 August and 31 July of the previous season may be considered free of all obligations to that club, other than outstanding debts.

8. National status and player eligibility, availability and welfare

- 8.1. Definitions
 - 8.1.1. National- A person holding a UK passport.
 - 8.1.2. EU- A person holding a passport of an EU Member State or one from one of the Non-EU Members of the European Economic Area.
 - 8.1.3. Non EU- A person who does not qualify under (8.1.1) or (8.1.2) above.
- 8.2. Clubs may register any number of players in all 3 categories above. Clubs may register 1 Non-EU/EU professional player. Clubs must satisfy **basketballscotland** that any other Non-EU player is in the country for family, educational or business commitments and has not specifically been brought to the country to play basketball. It is noted that it is the responsibility of the club to provide supporting information to **basketballscotland** when registering a Non-EU player.
- 8.3. In any competition match, the following restrictions will apply:
 - 8.3.1. National- Any Number
 - 8.3.2. EU- Any Number
 - 8.3.3. Non-EU- Maximum of 2 players (subject to Regulation 8.2)
- 8.4. No player who is registered with more than one National Association may participate in Scottish Competitions. Any player registered with more than one National Association will be considered ineligible.
- 8.5. Any fixture in which a club fields ineligible players shall be dealt with as per competitions regulation 5.9.
- 8.6. A club wishing to register a professional player will be first required to obtain a FIBA International Player Licence. Any EU player who is in the country for family, educational or business commitments is not required to obtain a FIBA International Players License.
- 8.7. International Players - Player eligibility for International teams or for club teams entering European Club competitions is different from that stated in 8.1 and 8.2. Full details of the FIBA Rules governing eligibility are available on application from **basketballscotland**.

8.8. Player eligibility for International teams or for club teams entering GB Basketball Competitions is different from that stated in 8.1 and 8.2. Full details of the GB Basketball Rules governing eligibility are available on application from **basketballscotland**.

8.9. Any player selected for a Performance Programme* at any age group, shall be required to prioritise activity for that programme above participation in any other activity, at any age group. The selected players will be considered ineligible for Competition during programme activity dates and clubs will be fined as per section 13 for playing the aforementioned players on these dates. This is provided that the Performance Programmes activity dates during the domestic** season, are published in the national calendar a minimum of a week before the National Competitions Fixtures meeting of any year. Where Performance Programmes activity dates fall out with the domestic season the dates must be published a minimum of 2 weeks in advance in order for players to prioritise Performance Programmes activity over club activity except during the 2 weeks prior to a FIBA tournament. During the 2 weeks prior to beginning of a FIBA Tournament, Performance Programmes activity will take priority regardless of the date published. A player, if they so wish, will be entitled to 2 weeks rest from any activity following the final day of the Performance Programme activity.

* Performance Programmes include; Talent Development Programme, National Squad and Scotland Elite Activity

**The domestic season will run from 1st August until the final day of the competitions schedule on any given year as stated in the calendar, except in the case of FIBA Tournaments scheduled for August.

9. Fixtures

9.1. Arrangements for League fixtures will be decided by the Competitions and Events Manager and the format of each competition will be dependent on the number of teams accepted.

9.2. **basketballscotland** will establish dates by which each match should be played. All games will tip-off by 7.00 pm. on Saturday or 4.30 pm. on Sundays, Friday games will tip off between 7.00pm and 9.00pm. Midweek games and tip off times out with those previously stated will only be allowed at the discretion of **basketballscotland**. If there is any dispute then the match shall be played on a date and time stipulated by **basketballscotland**.

9.3. **basketballscotland** will arrange a Fixtures Meeting and/or fixture submission deadline prior to the start of the season. Failure to attend a scheduled fixtures meeting may prejudice the offending team's entry and will attract a fine as per the relevant Scottish League and Cup Regulations referring to fines. Once the resulting Fixtures Lists have been approved matches may only be re-arranged in exceptional circumstances (see 9.5) and with the approval of the Competitions and Events Manager.

9.4. Arrangements for fixtures between clubs must be completed at the fixtures meeting, where splits and additional fixtures are arranged by the association after the fixtures meeting a second fixtures meeting will be called. Those clubs affected by the new fixtures must attend. Where arrangements cannot be agreed on the day, the fixture must be confirmed within the timescale set by **basketballscotland** at the fixtures meeting.

9.5. The following circumstances would be accepted as grounds for postponement: -

9.5.1. Two or more players selected to play in relevant International duty at the same age level as the competition i.e. international fixtures, which have been cleared on **basketballscotland's** calendar - 3 weeks notice required. In the case of Under 16 players, this will not carry over if they are 'playing up' at Under 18 level for their club.

9.5.2. Playing facilities not available - Written confirmation from facility manager required.

9.5.3. Adverse weather- Ratified by **basketballscotland** in conjunction with met office reports and police traffic advice.

9.5.4. Mutual agreement by the clubs a minimum of 14 days prior to the fixture. This will be limited to two changes per Team per season.

9.5.5. Two or more players selected to play in British Universities Final 8's weekend. The dates must be published on **basketballscotland's** calendar prior to the start of the season- 2 weeks notice required.

9.6. The following procedure must be adopted by clubs when postponing a fixture: -

9.6.1. The postponing club must contact the Competitions and Events Manager in the FIRST instance to request the postponement. If permission is received, the postponing club shall confirm in writing (e-mail is the preferred method of communication) the amendment to both the Competitions and Events Manager and their opponents. The opponents should acknowledge the receipt of the e-mail to both the postponing club and **basketballscotland**. A postponed match will not be authorised without a rearranged date being agreed by both clubs.

- 9.7. In the event of postponement required for any other circumstances, contact must be made with the Competitions and Events Manager, the opponent's Club Secretary and the match officials. Any club postponing a game with less than 5 working days notice will incur a fine of £100.00 and will be liable to cover any costs incurred by the non-defaulting club with respect to venue hire, travel costs and Match Officials fees and expenses
- 9.8. In the event of a postponed game, the responsibility of rearranging the game lies solely with the home club and this must be done within 10 working days. The home team must offer at least 3 dates. If teams are from different Regions one of these must be a weekend date i.e. from 12 noon on Saturday until 4.30pm on Sunday. **basketballscotland** must be copied into all correspondence between the 2 competing clubs.
- 9.9. If the teams cannot agree on a mutual date within 10 working days then the match must be played on the date set by the Competitions and Events Manager. This may include midweek dates and weekends on which there are already scheduled fixtures. It will not be scheduled for a day where a team is already scheduled to play.
- 9.10. In the event a club defaults a fixture, the defaulting club shall be awarded no points and the non-defaulting club shall be awarded 2 points and a score of 20-0.
- 9.11. In the event of neither club being responsible for a defaulted fixture the Competitions and Events Manager may arrange for the costs associated with the hire of the facility for the rematch to be borne by **basketballscotland** once the rematch has taken place.
- 9.12. A club which defaults a fixture on the day the fixture is scheduled to be played will incur a £100 fine and will be liable to cover any costs incurred by the non-defaulting club with respect to venue hire, travel costs and Match Officials fees and expenses.
- 9.13. Promotion and demotion will be at the discretion of the Executive Board.
- 9.14. Details of the format of end of season play-off competition will be communicated to clubs prior to the start of the season. By entry to the Scottish National League, clubs are committing to participation in the play-off if they successfully qualify.
- 9.15. There may be up to nine Cup Competitions, 4 for men, 4 for women and a Wheelchair competition. If cup competitions take place they will be open to the following groups of players.
- 9.15.1. Men:
- 9.15.1.1. Senior - open to teams from all affiliated clubs
- 9.15.1.2. Chairman's - open to non Scottish National League teams from all affiliated clubs. Such teams will not be permitted to utilise any players playing in any Scottish National League or subsequent Play-offs. Non Scottish National League teams will be permitted to enter either or both the Senior Cup and the Chairman's Cup.
- 9.15.1.3. Under 18 - open to teams from all affiliated clubs (for players who have not reached their 18th birthday before 1 January of the current season)
- 9.15.1.4. Under 16 - open to teams from all affiliated clubs (for players who have not reached their 16th birthday before 1 January of the current season)
- 9.15.2. Women:
- 9.15.2.1. Senior- open to teams from all affiliated clubs
- 9.15.2.2. Chairman's - open to non Scottish National League teams from all affiliated clubs. Such teams will not be permitted to utilise any players playing in any Scottish National League or subsequent Play-offs. Non Scottish National League teams will be permitted to enter either or both the Senior Cup and the Chairman's Cup.
- 9.15.2.3. Under 18 - open to teams from all affiliated clubs (for players who have not reached their 18th birthday before 1 January of the current season)
- 9.15.2.4. Under 16 - open to teams from all affiliated clubs (for players who have not reached their 16th birthday before 1 January of the current season)
- 9.15.3. Wheelchair:
- 9.15.3.1. Senior - open to teams from all affiliated clubs
- 9.16. The promotion of each cup competitions is dependent upon the number of applications for entry received.
- 9.17. **basketballscotland** shall be responsible for making all Scottish Cup draws and deciding on any seeding order. Where seeding is applied in any round of a cup competition, the criteria used in the seeding shall be declared.
- 9.18. Scottish Cup competitions will normally be played on a knock-out basis, but alternative systems may be considered by **basketballscotland**.

- 9.19. On receiving the draws the home team (the first named team) shall contact their opponents and be prepared to offer at least 3 dates. If teams are from different Regions one of these must be a weekend date i.e. from 12 noon on Saturday until 4.30 pm on Sunday.
- 9.20. The visiting team shall accept one of the dates offered by the home team. If the visiting team has not heard from their opponents within 72 hours of receiving the draw they MUST contact their opponents and **basketballscotland**.
- 9.21. If the teams cannot agree on a mutual date then the match dates will be set by **basketballscotland** for that round of the competition.
- 9.22. The home team shall advise the **basketballscotland** office as soon as arrangements have been agreed for the tie and a maximum of 10 working days after the draw has taken place.
- 9.23. In all cup ties the home club shall arrange for the display of material supplied by the Scottish Cup sponsor where applicable.
- 9.24. Failure to comply with the above will result in a fine being levied against the club under the relevant competition regulations referring to fines
- 9.25. A club which defaults a fixture on the day the fixture is scheduled to be played, will incur a £100 fine and will be liable to cover any costs incurred by the non-defaulting club with respect to venue hire, travel costs and Match Officials fees and expenses.
- 9.26. **basketballscotland** shall be responsible for the organisation of all Finals.

10. League positions

- 10.1. League positions shall be determined by awarding 2 points for a win, and one point for a loss.
- 10.2. In the event of a tie in League points at the end of a qualifying stage or at the end of the season, this shall be resolved as follows:
 - 10.2.1. In the event teams have the same number of points in the placings [based on win-loss records], further classification will be established taking into account only the results of the games between the 2 teams involved in the following order;
 - 10.2.1.1. [win-loss] classification will be used first.
 - 10.2.1.2. Then goal average taking into account only the results of the games between the teams involved will be used determine the classification. (FIBA Regs, section D)
 - 10.2.2. If teams cannot be separated after using 10.2.1.1 and 10.2.1.2 the following classification methods will be used.
 - 10.2.2.1. Senior League
 - 10.2.2.1.1. If it is still not finally resolved, the classification will be determined by goal average taking into account all the results of the games from that group/division.
 - 10.2.2.2. Under 18 and Under 16 Leagues
 - 10.2.2.2.1. For play-off placing and final league positions except in the circumstance of league title decisions. If position is not been determined after 10.1.2.2. the scorelines between the two teams only, will be used to calculate which team has scored the most points away from home (using only the results involving only both teams). The team with the most away goals will take the higher placed position.
 - 10.2.2.2.2. If teams still cannot be separated lots will be draw to determine league placings
 - 10.2.2.2.3. In the case of league title position a League title play-off game/s will take place.
 - 10.2.3. The format and date(s) of any League title play-off if required will be decided by **basketballscotland**.

11. Uniforms

- 11.1. Each team will have 2 complete contrasting uniforms, one of which will be light.
- 11.2. The light uniform will normally be used by the home team.
- 11.3. Playing colours will be specified at the beginning of the season.
- 11.4. Teams are required to wear matching uniforms.
- 11.5. Tops to be clearly numbered back and front.
- 11.6. The only numbers permitted are: 4-25, 30-35, 40-45 and 50-55 inc.

12. Facilities

- 12.1. All venues must be passed as suitable for the promotion of competition basketball by **basketballscotland**.
- 12.2. A visual scoreboard and visual clock shall be provided to give information to players, officials and spectators during the course of the game. It is the responsibility of the home club that there is an alternative Visual Scoreboard available in the event of any failures or faults. Any cost incurred by teams to

complete this fixture, i.e. if a replay is necessary will be attributed to the home club. In the event of a limited view of the clock by participating teams advantage will be given to the visiting team.

- 12.3. Table equipment must comply with the regulations contained in the FIBA Rule Book i.e. official scorepad, team foul markers, fouls batons numbered 1-5, visual scoreboard, direction of play arrow, scorers' and timekeepers' signals, and at least one back-up stopwatch (or clock).
- 12.4. A 24 second-device, visible to players and spectators, must be provided at all competition matches.
- 12.5. An approved Baden Match Ball, size 7 (BX471) must be used in all Men's matches and an approved Baden Match Ball, size 6 (BX465) must be used in all Women's matches.
- 12.6. Each club shall be responsible for providing their own team's first-aid equipment. Home teams should have an awareness of the emergency accident procedures in place at the home venue.
- 12.7. The home club must supply a towel or mop to wipe the floor at the request of the officials to ensure a safe playing surface. Failure to do so will result in a fine under the relevant Scottish League and Cup Regulations referring to fines
- 12.8. The home club is required to make available 10 seats in a good viewing position for the visiting team guests. Where home clubs charge admission to games, 10 admission tickets to be sent to visiting club. These seats may be re-allocated if they have not been taken up 20 minutes prior to tip-off, except where the club has been given prior notification.
- 12.9. The home club shall arrange for the display of material supplied by any Scottish League Sponsor.
- 12.10. Displaying clubbasketball accreditation certificate (where successfully completed).
- 12.11. Failure to comply with the above will result in a fine being levied against the club under the relevant competition regulations referring to fines
- 12.12. **Gate Receipts**
 - 12.12.1. The home team shall retain all gate receipts for League matches and all Cup matches up to and including the Semi Finals.
 - 12.12.2. **basketballscotland** will arrange all Cup Final matches and shall be responsible for all expenses except team travelling expenses. Participating teams will be entitled to receive 15 complimentary tickets.

13. Fines

- 13.1. Under noted are the fines, which will be levied for contravention of the Regulations:
 - 13.1.1. Failure to attend Fixtures Meeting £50.00
 - 13.1.2. Failure to produce NL Register List £15.00
 - 13.1.3. Failure to provide suitable match ball £15.00
 - 13.1.4. Failure to provide adequate table and scoring equipment £15.00
 - 13.1.5. Failure to provide table officials * (per official) £15.00
 - 13.1.6. Failure to wear matching/appropriate uniforms (1 strip) £15.00
 - 13.1.7. Failure to wear matching/appropriate uniforms (>1 strip) £30.00
 - 13.1.8. Failure to submit results by deadline £15.00
 - 13.1.9. Failure to display sponsor's branding £15.00
 - 13.1.10. Failure to supply floor mopping provision £15.00
 - 13.1.11. Participation of an unregistered/ineligible player (per player) £15.00
 - 13.1.12. Participation of unregistered/ineligible coach (per coach) £15.00
 - 13.1.13. Non Completion of Fixture Schedule (per match) £50.00
 - 13.1.14. Postponing a fixture with less than 5 working days notice £100.00

*A) Scorekeeper B) Timekeeper C) Shot Clock Operator

ALL 3 table officials MUST be qualified and registered with the **basketballscotland**. (also see 19.5 & sub-sections)

- 13.2. Fines will be published in a competitions Bulletin or online on the main website
- 13.3. Repeated breach of regulations
 - 13.3.1. In the event of a club incurring a second fine for the same breach of regulations, the second fine shall be doubled. With exception to Regulation 13.1.13
 - 13.3.2. In the event of a club incurring a third fine for the same breach of regulations, the third fine shall be doubled again and the club shall be suspended from all competitions until they can satisfy the Competitions and Events Manager that adequate measures have been taken to ensure that the breach will not reoccur.

13.3.3. Any fixture scheduled during a period of suspension due to repeated breaches of the regulation shall be forfeited.

13.3.4. The enforcement of Regs 13.3 can only be made if a club has received prior notification in writing of the each breach of any regulation(s) and associated fine(s).

14. Fines – Appeals System

- 14.1. Any appeals regarding fines must be put in writing to the **basketballscotland** office. Any appeal submitted shall be considered by individuals not concerned with the initial decision
- 14.2. There is a £100 administration fee that must accompany such appeals.
- 14.3. Any appeals regarding fines must be submitted in writing to the **basketballscotland** office within 7 working days of the written notification intimating the fine being issued.

15. Playing Rules and Pre-game regulations

- 15.1. The home club shall nominate a promoter for each game. It will be assumed that the promoter will be the Club Secretary, but in his/her absence at any fixture a named promoter must be provided to the Floor official who will record this information on the game report form. The promoter shall be responsible for all aspects of the event except the playing of the game.
- 15.2. The game promoter may not be a participant within the match.
- 15.3. The game promoter will be responsible for the following:
 - 15.3.1. All areas out with the playing court, including entrances, exits, hallways, dressing rooms, etc., in conjunction with the venue staff and public order enforcement officers
 - 15.3.2. Ensuring changing rooms are clearly marked with team names, gender and age. This must be completed a minimum of 30 minutes prior to the start of the game.
 - 15.3.3. Making themselves known to the match officials a minimum of 20 minutes prior to the start of the game.
 - 15.3.4. Ensuring any disqualified participants of the match are escorted to the changing rooms.
 - 15.3.5. Ensuring that spectators comply with the basketballscotland code of conduct.
 - 15.3.6. Checking individuals have the appropriate paperwork to capture images.
- 15.4. The game officials, i.e. referee, umpire, and commissioner, if appointed, the promoter, and at least five playing members of each team, are required to be present at the venue at least 30 minutes prior to the scheduled starting time. Clubs must arrange tip-off at least 20 minutes after start of hall hire.
- 15.5. The pre-game meeting will be convened by the commissioner/senior floor official 20 minutes prior to the scheduled starting time.
- 15.6. The participants at the pre-game meeting should assemble at or near the scorer's table. The floor official shall make decisions regarding all aspects of the game not covered by the rules after consultation with the other members of the pre-game meeting.
- 15.7. It is the intention of **basketballscotland** that, wherever possible, a match should take place and officials are requested to keep this in mind when making decisions.
- 15.8. Prior to the start of the game the visiting team shall be permitted a minimum of 20 minutes actual warm-up time. Visiting teams shall supply their own warm-up balls.
- 15.9. All registration numbers must be inserted on the score-sheet. It shall be at the discretion of the club as to whether any player who does not have a number participates in the match, bearing in mind that subsequent disciplinary action may ensue.
- 15.10. In the event of entertainment being arranged for the half-time interval, this must be notified to the match officials and opponents at the pre-game meeting. A minimum of 10 minutes must be permitted for half-time warm-up.
- 15.11. At all Play-off and Cup Final events bench personnel must be dressed in smart clothing. Tracksuits and denim are not permitted. Exception: A team manager / physio may wear a team tracksuit. Breach of this regulation will incur a £15 fine per individual.

16. Post game

- 16.1. The white copy of the official scoresheet shall be forwarded by the floor official along with the game report form and a copy of the match programme to **basketballscotland** within 24 hours of the game being played.
- 16.2. The promoter shall be responsible for:
 - 16.2.1. Notifying the result of the match to the Results Officer or/and submit the result using the approved results submission method immediately after the game (contact details to be provided by **basketballscotland** prior to start of season).

- 16.2.2. Liaising where appropriate, to ensure local print media coverage is secured.
- 16.2.3. Forwarding copies of any subsequent local print media coverage to **basketballscotland**.
- 16.3. The home club shall liaise with the visiting team regarding the provision of refreshments. It will be normal practice that refreshments will be provided to teams visiting from another city. Refreshments will be provided for floor officials otherwise a claim for a refreshment allowance will be made by the officials to the home club see Reg (19.8 & 19.9)

17. Disputes and Protests

- 17.1. Any disputes or protest regarding games shall be recorded on the reverse of the scoresheet and be followed by a full written report within 48 hours. There is a £100 administration fee that must accompany such appeals.
- 17.2. Copies of the written report must be sent at the same time to the opposing team secretary and the game officials. Under no circumstances can a result be protested on the judgement of match officials.
- 17.3. The dispute/protest shall be referred to an Investigating Officer, as appointed by the Chief Executive Officer, who will consider the matter as soon as possible after the event and notify his decision to the interested parties.
- 17.4. Appeals procedure
 - 17.4.1. Any appeals against a decision made by the Investigating Officer, regarding protests and disputes must be put in writing to the **basketballscotland** office. Any appeal shall be considered by individuals not concerned with the initial decision.
 - 17.4.2. There is a £100 administration fee that must accompany such appeals.
 - 17.4.3. Such appeals must be submitted in writing to the **basketballscotland** office within 7 working days of being informed of the Investigating Officer's decision.

18. Disciplinary action

General Overview

Offence	
GENERAL IMPROPER CONDUCT 1 (e.g. leaving the bench, For Technicality)	0-2 GAMES
GENERAL IMPROPER CONDUCT 2 (e.g. throwing or kicking objects)	2-5 GAMES
GENERAL IMPROPER CONDUCT 3 (e.g. spitting)	5-10 GAMES
VIOLENT CONDUCT 1 (e.g. retaliation)	2 – 5 GAMES
VIOLENT CONDUCT 2 (e.g. pre-meditated)	5 – 10 GAMES
VIOLENT CONDUCT 3 (Continuous violent conduct)	10+ GAMES
VERBAL ABUSE 1 (Obscene language)	1-4 GAMES
VERBAL ABUSE 2 (Excessive obscene abuse)	4-8 GAMES
VERBAL ABUSE 3 (Obscene and aggressive or Racial abuse)	8+ GAMES

- 18.1. The Disciplinary Committee, as appointed by the Chief Executive Officer, is solely responsible for all disciplinary matters. The committee shall be made up of a maximum of six members with a minimum of three dealing with each case. The Chairman of this committee will be the primary line of communication between **basketballscotland** and the Committee. In the case of his/her absence they shall appoint a member of the Committee to act on his/her behalf.
- 18.2. The match officials or game Commissioner where appointed are the only people who can report a disciplinary incident. A disciplinary incident relates to all participants who are on the team bench, bench

vicinity, and court during a game. The participant disqualified does not have to be named on the scoresheets and can include physiotherapists, doctors, statisticians and any team supporters as well as players and coaches.

- 18.3. As per FIBA Rules article 38.2.6 Decisions made by the officials during the game are final and cannot be contested or disregarded. As such, decisions made by the officials are non appealable. This includes the period 20 minutes prior to the game commencing until the scoresheet is signed by the referee.
- 18.4. A player, coach, or named individual on the scoresheet who is issued with a disqualifying foul under article 37 of the FIBA Rules, during a competition game will incur an automatic one game ban at all competition levels they are eligible to participate in. For coaches and team followers this will be deemed as a single match ban at all levels of competition the club participates in. This **Automatic Ban is not appealable**. This includes appeal under article 1 of the **basketballscotland** Appeals Policy.
- 18.5. Further to article 37 of the FIBA rules, any player, coach or team official/member disqualified from the game for any other reason, including under Articles 38 & 39 of the FIBA rules, (excludes Disqualifications under 18.24) by the referee/umpire will incur an automatic one game ban at all competition levels they are eligible to participate in. For coaches and team followers this will be deemed as a single match ban at all levels of competition the club participates in. This **Automatic Ban is not appealable**. This includes appeal under article 1 of the **basketballscotland** Appeals Policy.
- 18.6. In circumstances of mistaken identity during fight or bench clearance situations, appeals may be considered. This includes sanctions imposed by regulation 18.4 & 18.5. This appeal must be supported by the submission of DVD/Video evidence or where there is a lack of DVD/Video evidence, written evidence consisting of a report submitted from each of the table officials (independently), referee observer/commissioner (if present) AND a minimum of three other people, one of whom must be neutral with no connection to the team/player in question.
- 18.7. The Automatic ban, referred to in regulations 18.4 & 18.5 applies immediately after disqualification. This includes games scheduled on the same day or weekend that the disqualification took place and covers all levels of competition. Clubs will be informed of automatic suspensions including any matches where bans were served prior to receipt of the officials' reports, in writing via e-mail and/or post on receipt of the officials report, following the weekend of disqualification as per regulation 18.7 However it is the responsibility of Club Secretaries to ensure participants are not involved in games the ban relates to.
- 18.8. In the following circumstances the disciplinary panel, on examining and ruling on the evidence provided, may choose to reduce the automatic bans and any additional bans to apply only to the level of competition at which the offense was committed. However, this reduction in sentence is only by request of the disciplinary committee and only for the following categories of offence, General Improper Conduct 1 or Verbal abuse 1. A person's suspension including the automatic ban at all levels continues to apply immediately after disqualification at all levels until it can be examined at the disciplinary panel meeting. This includes games scheduled on the same day or weekend that the disqualification took place and covers all levels of competition.
- 18.9. In the event of a player, coach, team member or follower being disqualified or expelled from a match the matter will automatically be considered by the **basketballscotland** Disciplinary committee.
 - 18.9.1. Each Match Official shall submit a written report on the matter to the **basketballscotland** Competition and Events Manager by 12 noon of the Tuesday following the incident.
 - 18.9.2. Each club and any individual may submit written reports if they so choose. These must be with the **basketballscotland** Competition and Events Manager by 12 Noon of the Wednesday following the incident. Any reports received after these deadlines, will not be accepted under any circumstances. **basketballscotland** will not contact the clubs/individuals to request this information; it is purely at the discretion of the club or individual to submit this report.
 - 18.9.3. The Disciplinary and Appeal Committees shall discuss all cases individually and make decisions as appropriate on the Wednesday evening after the incident.
- 18.10. The Normal Process for the Disciplinary Committee and any subsequent appeal will be as follows.
- 18.11. The Disciplinary Committee will be informed of any disciplinary incidents via e-mail on the receipt of the officials report.
- 18.12. Reports in writing received from officials, clubs and individuals involved in the incident are submitted to the Disciplinary Committee immediately after the final 12 Noon deadline.
- 18.13. The Committee shall discuss all disciplinary matters on Wednesday evenings as required. The Committee shall not convene if there are no outstanding matters. The Committee will discuss each case

on an individual basis and decide which Level of Offence they feel has been committed, and to determine the appropriate level of punishment for each offence.

- 18.14. The decision of the group will be communicated via e-mail and telephone to the appropriate Club Secretary by 12 Noon of the Thursday immediately after the meeting. The decision shall also be sent in writing through the hard copy post and via e-mail, within these communications clubs shall be provided with the floor official reports and any other relevant documents viewed by the Committee.
- 18.15. Clubs have 24 hours to advise **basketballscotland** if they wish to accept or appeal the decision made by the Committee. The club must communicate this decision to **basketballscotland** by 12 Noon of the Friday following the ruling. If **basketballscotland** have received no communication within the 24 hours, this will be taken as an acceptance of the decision by the club.
- 18.16. If clubs accept the decision of the Disciplinary Committee, the punishment will take effect immediately after the deadline (as of 12 Noon on the Friday after any decision) and clubs shall have confirmation of punishment details provided via e-mail, telephone and post.
- 18.17. If the club appeal the decision, they have until 12 noon on the Tuesday following the decision to provide **basketballscotland** with written evidence to support the appeal. There is a £100 administration fee that must accompany all appeals. The club shall be advised of the time, venue and date of appeal by 12 Noon on the Monday following the original decision.
- 18.18. The Appeals Committee, as appointed by the Chief Executive Officer, is solely responsible for all appeals with regard to disciplinary matters. The committee shall be made up of a maximum of six members with a minimum of three dealing with each case. The Chairman of this committee will be the primary line of communication between **basketballscotland** and the Committee. In the case of his/her absence they shall appoint a member of the Committee to act on his/her behalf.
- 18.19. The Appeals committee shall convene and hear all appeals. These meetings will be held in conjunction with Disciplinary meetings and where possible held on Wednesday evenings.
- 18.20. The Appeals Committee decision is final and cannot be appealed under any circumstances. Clubs and individuals are made aware that the Appeals Committee has the authority to increase punishments as well as reduce, where they feel this action is required and justified.
- 18.21. Any punishments administered by the Appeals Committee will take effect as of 12 Noon on the Friday following the decision.
- 18.22. Penalties imposed by the Disciplinary and Appeals Committees against a player, coach or team official/member relate to all levels the participant is eligible to participate in, i.e. a Under 16 Man disqualified for Verbal Abuse 1, who is given a 2 game ban – is banned from playing the next two Under 16, Under 18 and Senior Men's games, within their clubs fixture schedule. Bans shall encompass all competition matches. Where regulation 18.8 is implemented and communicated to the club this may not apply.
- 18.23. Where suspensions carry forward into the next season. The Disciplinary Committee will allocate fixtures in which the suspension will be served 10 days after the pre-season fixtures meeting has taken place.
- 18.24. Where disqualification takes place for 2 unsportsmanlike fouls, the automatic one game ban will not apply, however subsequent disciplinary action will be considered by the Disciplinary Committee if this is a continual occurrence.
- 18.25. A player under suspension for a match may not play in the match, act as a team coach or assistant coach, or sit on the team bench as a team follower. They may attend pre-game and half time team meeting and be present in the arena during the match.
- 18.26. A coach under suspension for a match may not play in the match, act as a team coach or assistant coach, or sit on the team bench as a team follower. He/she may not communicate with the team 20 minutes prior to the scheduled starting time of the match until after the end of the match. He/she may be present in the arena as a spectator unless otherwise stated by the Disciplinary Committee, or where the floor official or commissioner feels that they may have an effect on the game.
- 18.27. All Under 18 and Under 16 fixtures must have a responsible adult (registered coach or volunteer) on the team bench for the full duration of the match. Failure to have a responsible adult will result in the game being forfeited by the offending team. (It is recommended that all Under 18 and Under 16 teams have two responsible adults present to ensure a Coach disqualification does not result in the match being forfeited).
- 18.28. In the event of a fixture in which a suspension is due to be served being postponed, the suspension will be served in the re-arranged fixture. In the event of a fixture in which a suspension is due to be served being defaulted by either team, the Disciplinary Committee will allocate another fixture in which the suspension will be served.

18.29. All disciplinary records are kept on record for two years from the date of the incident, unless otherwise stated by the Disciplinary or Appeals Committee. After this time the information will be removed from the file and this incident will not be taken into consideration with regard to future disciplinary incidents.

19. Officials

- 19.1. Two floor officials, who must be registered with **basketballscotland** for the current season, will be appointed by **basketballscotland** to each match. Where this is not possible the game shall be postponed.
- 19.2. Two match officials for all premier/division 1, and Cup matches (where only one league exists it will be assumed to fall in to this category)
- 19.3. At least one match official of level 2 or above for all non premier/division 2, matches.
- 19.4. Where this is not possible the game shall be postponed.
- 19.5. Table Officials, Scorekeeper, Timekeeper and Shot Clock Operator, shall be provided by the home team. All Table Officials must be qualified and registered with **basketballscotland** for the current season. Table Officials will not use mobile phones for any purpose during games.
- 19.5.1. For all senior competition the home team shall provide at minimum of two Level 2 and one Level 1 table officials.
- 19.5.2. for all Under 18 competition in the first or single division, the home team shall provide at minimum one Level 2 and two Level 1 table officials.
- 19.5.3. for all Under 16 competition in the first or single division, the home team shall provide at minimum three Level 1 table officials
- 19.5.4. for all Under 18 and Under 16 competition in the second or lower division, the home team shall provide at minimum three Level 1 table officials.

The following fees shall apply: -

	Senior Men Cup rounds before Last 16	Senior Men League & Last 16 Cup and beyond	Senior Women & Cup Rounds	Under 18 & All Cup Rounds	Under 16 & All Cup Rounds	Chairman's Cup
		£	£	£	£	£
Commissioner	15.00	15.00	15.00	10.00	10.00	10.00
Floor Officials	18.00	23.00	18.00	15.00	15.00	18.00
Level 1 Table Officials**	6.00	6.00	6.00	4.00	4.00	6.00
Level 2 Table Officials**	9.00	9.00	9.00	6.00	6.00	9.00

**Recommend minimum

In addition to the above fees, travelling expenses between officials' homes and venue, and return, will be calculated as under: -

- 19.5.5. 30p per mile travelling by car
- 19.5.6. Second class return rail fare plus public transport to and from station.
- 19.5.7. Bridge toll as appropriate.
- 19.6. All Officials' fees and expenses shall be paid by the home club at the Pre-game meeting.
- 19.7. For Cup Ties each team shall be responsible for payment of 50% of officials' fees and expenses for all rounds up to and including the semi-finals. The total fee will be paid to the officials by the home team at the pre-match meeting and 50% reclaimed from the away team.
- 19.8. Where an official is away from home for more than 5 hours and no suitable refreshments are provided, he/she is entitled to a subsistence allowance of £5.00 to be paid by the home club.
- 19.9. Minimum refreshments to be provided in place of subsistence are:
- 19.9.1. 1 x 500ml bottle water/isotonic drink
- 19.9.2. 2 x Filled roll or sandwich (meat/cheese/vegetarian)
- 19.9.3. 1 x piece of fruit (apple/orange/banana/pear)
- 19.9.4. 1 x chocolate bar or chocolate biscuit.

- 19.10. At the end of the season all travelling expenses for floor officials within each league will be equalised.
- 19.11. For all Scottish Cup and Chairman's Cup Finals, basketballscotland will appoint all three table officials for each game, all of whom will hold a table officials qualification no lower than Level 2.
- 19.12. For all Scottish Cup and Chairman's Cup Finals, basketballscotland will appoint a neutral commissioner.
- 19.13. **Procedure in the event of absence of official(s)**
- 19.13.1. If a floor official has failed to arrive for any match at the appointed venue 30 minutes before the scheduled starting time, and if no communication has been received by the game organisers as to the reason for the late arrival, the match promoter, in consultation with team representatives and any officials who are present, shall take necessary steps to ensure that a substitute official is found in order that the game can take place, viz.:
- 19.13.2. If another suitable qualified floor official is at the venue or in the immediate vicinity he/she shall be informed that their services may be required.
- 19.13.3. If there are no suitable qualified floor officials available, the officials present, shall declare the game postponed
- 19.13.4. If it is the referee who has failed to arrive, the umpire shall become the referee, and the substitute official shall be the umpire.
- 19.13.5. Should both floor officials fail to arrive, the promoter will follow the above pattern of substitution of officials as far as possible, in order that the game may take place.
- 19.13.6. Once an official is "officially substituted" this will not normally be changed, even if the designated official(s) arrive. The same 2 officials shall continue throughout the game.
- 19.14. **Duties of the Commissioner**
- 19.14.1. Where a commissioner is appointed by **basketballscotland** he will be the representative of **basketballscotland** at the game.
- 19.14.2. The Commissioner is required to be at the venue at least 30 minutes prior to the start when he/she shall convene a meeting with the floor official, umpire, promoter, and a representative of each team. After consultation with those present at the meeting he/she shall make any decisions, which are not covered by FIBA rules concerning the playing of the game. He/she cannot set aside FIBA rules on any aspect of the game.
- 19.14.3. He/she shall ensure that match fees and expenses are paid at the pre-game meeting.
- 19.14.4. He/she should see that the event is conducted in accordance with the spirit and letter of the regulations. To this end, he/she should encourage the full co-operation of the officials, the promoter and the participating teams.
- 19.14.5. He/she shall check the Team Registration Lists 20 minutes before the start of the game and record all instances of failure to produce a valid registration for any participant taking part in the game. During the match he/she shall be seated at the scorer's table, in such a position as to be able to view easily the scoresheet and the game clock. He/she shall take a general view of all aspects of the game and, if consulted by the floor official, shall proffer advice or information.
- 19.14.6. After the match he/she should discuss the event with the promoter and the representative of the visiting team to collate reports.
- 19.14.7. The commissioner shall convey to **basketballscotland** by writing on the Game Report Form any information he/she deems relevant if there is a dispute or protest in respect of the game. He/she shall also inform the parties involved of their obligations with regard to submission of written evidence or protests, etc.
- 19.14.8. The commissioner shall inform a club of any report being submitted that may result in a fine under the relevant Scottish League and Cup Regulations referring to fines.
- 19.14.9. Having completed his/her mandate, he/she shall send direct to **basketballscotland**: -
- 19.14.9.1. Game Report Form.
- 19.14.9.2. White copy of scoresheet.
- 19.14.9.3. Copy of match programme.
- 19.15. **Duties of the Senior Floor official**
- 19.15.1. The floor official shall assume the following duties when a commissioner is not appointed: -
- 19.15.2. He/she will act as **basketballscotland's** representative at the game.

- 19.15.3. He/she is required to be at the venue at least 30 minutes prior to the start, when he/she shall convene a meeting with the umpire, promoter, and the official representative of each team. After consultation with those present at the meeting he/she shall make any decisions necessary, which are not covered by FIBA Rules concerning playing of the game.
- 19.15.4. He/she shall ensure that match fees and expenses are paid at the pre-game meeting.
- 19.15.5. He/she shall check the Team Registration List 20 minutes before the start of the game and record all instances of failure to produce a valid registration for any participant.
- 19.15.6. After the match he/she should discuss the event with the promoter and the representative of the visiting team to collate reports.
- 19.15.7. The floor official shall convey to **basketballscotland**, by writing on the game report form, any information he deems relevant if there is a dispute or protest in respect of the game.
- 19.15.8. The match officials shall complete a Disciplinary Report Form in respect of any disqualification of serious breaches of discipline and forward it to **basketballscotland** with the game report form and scoresheet.
- 19.15.9. The floor official shall inform a club of any report being submitted that may result in a fine under the relevant Scottish League and Cup Regulations referring to fines
- 19.15.10.-Having completed his/her mandate the floor official shall send direct to **basketballscotland**: -
- 19.15.11.Game Report Form
- 19.15.12.White copy of scoresheet
- 19.15.13.Copy of match programme

20. Trophies

- 20.1. A trophy and 15 medals will be presented to the team that wins a competition.
- 20.2. 15 Medals shall be presented to each Team finishing runner-up in a Cup competition.
- 20.3. Trophies shall remain the property of **basketballscotland**. The trophy will be returned immediately after the presentation to a **basketballscotland** representative.
- 20.4. **basketballscotland** will arrange to have all trophy suitably engraved prior to presentation of trophy for following season.

21. Sponsorship

- 21.1. **basketballscotland** encourages clubs or teams to seek sponsorship in respect of financial assistance and/or equipment.
- 21.2. Clubs wishing to accept sponsorship must apply to **basketballscotland** for authorisation.
- 21.3. A copy of all sponsorship agreements will require to be lodged with **basketballscotland** prior to the making of any such agreement. All information contained therein will be treated as strictly confidential.
- 21.4. Sponsorship will not be permitted from any Body/organisation that **basketballscotland** deems to be contrary to the interest of basketball.
- 21.5. The name of the sponsor may be incorporated in the club's name. The club's name will be used in all literature associated with competitions organised or approved by **basketballscotland**. The club's proposed name must be approved by **basketballscotland** and the request accompanied or proceeded by a copy of the sponsorship agreement.
- 21.6. A sponsored club or team may display any name, slogan or symbol on its playing uniform, track-suits etc., subject to the approval of **basketballscotland**.
- 21.7. No form of sponsorship can be permitted that contravenes the regulations of the IOC or FIBA.
- 21.8. Clubs shall work with **basketballscotland** where requested, in the profiling of the team itself and/or an individual for promotional purposes.
- 21.9. Each team winning a competition will make themselves available to be photographed and/or profiled as and when requested by **basketballscotland**.
- 21.10. No club shall be permitted to display branding at a **basketballscotland** event without prior written approval from **basketballscotland**. Anyone refusing to remove unauthorised branding may be ejected from the event.

22. Television/Video

- 22.1. **basketballscotland** retains all rights to negotiate the broadcasting of competition matches.
- 22.2. Participating teams shall require to conform to television requirements regarding names and advertising.

- 22.3. Individuals who are accredited by basketballscotland will be permitted to film or photograph all competition fixtures under the auspices of **basketballscotland's** Child & Vulnerable Adult Protection Policy & Procedures. All players, including any youth player regardless of age and level at which they are competing must accept this as a condition of playing in competitions.
- 22.4. Any Club which experiences further regulations regarding filming at their venue must inform basketballscotland of these terms and conditions.

23. Image Rights & Publicity forums

- 23.1. All registered players grant their image rights (in a basketball context) to **basketballscotland** on an exclusive basis. Where "Image Rights" means the exclusive right (1) to use, reproduce and/or publish the Player's Image in a basketball Context in connection with any promotion, any sponsorship, endorsement or other commercial arrangement, or otherwise; and/or (2) to authorise any third party or third parties to do any of the foregoing.
- 23.2. Any material produced as a result of **basketballscotland's** exercise of the image rights shall be owned solely by **basketballscotland** and/or its assignee(s).
- 23.3. Players waive irrevocably any rights that they might otherwise have had (howsoever arising, including without limitation under the laws of intellectual property, privacy, data protection or otherwise) to object to the recording, creation and use, reproduction and/or publication by **basketballscotland** and/or its assignees of any and all footage, films, photographs, images and recordings of the Player made in relation to events connected with **basketballscotland**.
- 23.4. This shall not prevent players from undertaking individual promotional or commercial activities or from authorising the exploitation of their image in a context other than within competition provided that:
- 23.4.1. The activities do not interfere or conflict with the player's obligations to **basketballscotland**; and
- 23.4.2. During any preparatory period or competition, the player receives the prior written consent of **basketballscotland**
- 23.5. Registered players, officials, or coaches shall not, unless approved in advance in writing by **basketballscotland**:
- 23.5.1. Write or "ghost" a column for a newspaper or other publication (including on-line publications); or
- 23.5.2. Write, or otherwise assist in any way in the writing and/or publication of a book or series of books or other publication(s); or where the subject matter relates to any matter or incident arising out of or in connection with or relating in any way to the competitions, basketballscotland, or any of basketballscotland's officers, directors, employees, workers, or volunteers.
- 23.6. Feedback on Officials and their performance should be made via the official feedback mechanism. No club, official, Team Official or other member of Team Staff, player or other person under the jurisdiction of basketballscotland, shall in an interview, a 'blog' on the internet, on an official club website, on a social networking or micro-blogging site, or in any other manner calculated or likely to lead to publicity (i) criticise the performance(s) of any or all match official(s) in such a way as to indicate bias or incompetence on the part of such match official; or (ii) make remarks about such match official(s) which impinge on his/her character. For the avoidance of doubt this rule applies (i) whether reported to basketballscotland by a referee for misconduct or otherwise, and (ii) where remarks are brought to basketballscotland's attention, or of which basketballscotland becomes aware, by whatever manner or means.

24. Authority

- 24.1. The Executive Board of **basketballscotland**, or its nominees, shall have sole responsibility for the interpretation of these regulations.
- 24.2. A request, in exceptional circumstances, for the relaxation of any of these regulations must be made in writing for consideration by the Competitions and Events Manager.
- 24.3. **An appeal of any decision made under the above regulations, as governed by the basketballscotland Appeals Policy, should be made in writing to the Chief Executive Officer.**

Code Of **Conduct**

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Code of Conduct

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1. General Code of Conduct

As a member of basketballscotland, a member association, or an affiliated club or a person required to comply with the rules set down by basketballscotland must meet the following requirements in regard to your conduct during any activity held or sanctioned by basketballscotland, a member association, or an affiliated club and in any role you hold within basketballscotland, a member association, or an affiliated club:

- 1.1. Respect the rights, dignity and worth of others.
- 1.2. Be fair, considerate and honest in all dealing with others.
- 1.3. Be professional in, and accept responsibility for, your actions.
- 1.4. Make a commitment to providing quality service.
- 1.5. Be aware of, and maintain an uncompromising adherence to, basketballscotland standards, rules, regulations and policies.
- 1.6. Operate within the rules of the sport including national and international guidelines which govern basketballscotland the member associations and the affiliated clubs.
- 1.7. Do not use your involvement with basketballscotland, a member association or an affiliated club to promote your own beliefs, behaviours or practices where these are inconsistent with those of basketballscotland, a member association or an affiliated club.
- 1.8. Demonstrate a high degree of individual responsibility especially when dealing with persons under 18 years of age, as your words and actions are an example.
- 1.9. Avoid unaccompanied and unobserved activities with persons under 18 years of age, wherever possible.
- 1.10. Refrain from any form of harassment of others.
- 1.11. Refrain from any behaviour that may bring basketball and basketballscotland, a member association or an affiliated club into disrepute.
- 1.12. Provide a safe environment for the conduct of all activity.
- 1.13. Show concern and caution towards others who may be sick or injured.
- 1.14. Be a positive role model.
- 1.15. Understand the repercussions if you breach, or are aware of any breaches of, this code of behaviour.

2. Specific additional code of conduct

In addition to basketballscotland's general code of conduct you must meet the following requirements in regard to your conduct during any activity, held by or under the auspices of basketballscotland, a member association or an affiliated club, in your role as an administrator, a coach, an official, a player, a parent/guardian or a spectator.

2.1. Administrators

- 2.1.1. Resolve conflicts fairly and promptly through established procedures.
- 2.1.2. Maintain strict impartiality.
- 2.1.3. Be aware of your legal responsibilities.

2.2. Officials

- 2.2.1. Place the safety and welfare of the players/participants above all else.
- 2.2.2. Accept responsibility for all actions taken.
- 2.2.3. Be impartial.
- 2.2.4. Avoid any situation which may lead to a conflict of interest.
- 2.2.5. Be courteous, respectful and open to discussion and interaction.
- 2.2.6. Value the individual in sport.

2.3. Coaches

- 2.3.1. Do not tolerate acts of aggression.

- 2.3.2. Provide feedback to players and other participants in a manner sensitive to their needs. Avoid overly negative feedback.
 - 2.3.3. Recognise players' rights to consult with other coaches and advisers. Cooperate fully with other specialists (for example, sports scientists, doctors and physiotherapists).
 - 2.3.4. Treat all players fairly within the context of their sporting activities, regardless of gender, race, place of origin, athletic potential, colour, sexual orientation, religion, political beliefs, socio-economic status and other conditions.
 - 2.3.5. Encourage and facilitate players' independence and responsibility for their own behaviour, performance, decisions and actions.
 - 2.3.6. Involve the players in decisions that affect them.
 - 2.3.7. Encourage players to respect one another and to expect respect for their worth as individuals regardless of their level of play.
 - 2.3.8. Ensure that the tasks and/or training set are suitable for age, experience, ability, and physical and psychological conditions of the players.
 - 2.3.9. Ensure any physical contact with players is appropriate to the situation and necessary for the player's skill development.
 - 2.3.10. Be acutely aware of the power that you as a coach develop with your players in the coaching relationship and avoid any sexual intimacy with players that could develop as a result.
 - 2.3.11. Avoid situations with your players that could be construed as compromising.
 - 2.3.12. Actively discourage the use of performance enhancing drugs, and the use of alcohol, tobacco and illegal substances.
 - 2.3.13. Do not exploit any coaching relationship to further personal, political or business interests at the expense of the best interest of your players.
 - 2.3.14. Accept and respect the role of officials in ensuring that competitions are conducted fairly and according to established rules.
 - 2.3.15. Know and abide by rules, regulations and standards, and encourage players to do likewise. Accept both the letter and the spirit of the rules.
 - 2.3.16. Be honest and ensure that qualifications are not misrepresented.
- 2.4. Player
- 2.4.1. Respect the rights, dignity and worth of fellow players, coaches, officials and spectators.
 - 2.4.2. Do not tolerate acts of aggression.
 - 2.4.3. Respect the talent, potential and development of fellow players and competitors.
 - 2.4.4. Care for and respect the equipment provided to you as part of your program.
 - 2.4.5. Be frank and honest with your coach concerning illness and injury and your ability to train fully within the program requirements.
 - 2.4.6. At all times avoid intimate relationships with your coach.
 - 2.4.7. Conduct yourself in a professional manner relating to language, temper and punctuality.
 - 2.4.8. Maintain high personal behaviour standards at all times.
 - 2.4.9. Abide by the rules and respect the decision of the official, making all appeals through the formal process and respecting the final decision.
 - 2.4.10. Be honest in your attitude and preparation to training. Work equally hard for yourself and your team.
 - 2.4.11. Cooperate with coaches and staff in development of programs to adequately prepare you for competition at the highest level.
- 2.5. Parent and Guardian
- 2.5.1. Respect the rights, dignity and worth of others.
 - 2.5.2. Remember that your child participates in sport for their own enjoyment, not yours.
 - 2.5.3. Focus on your child's efforts and performance rather than winning or losing.
 - 2.5.4. Never ridicule or yell at your child and other children for making a mistake or losing a competition.
 - 2.5.5. Show appreciation for good performance and skilful plays by all players (including opposing players).

- 2.5.6. Demonstrate a high degree of individual responsibility especially when dealing with or in the vicinity of persons under 18 years of age, as your words and actions are an example.
 - 2.5.7. Respect officials' decisions and teach children to do likewise.
 - 2.5.8. Do not physically or verbally abuse or harass anyone associated with the sport (player, coach, umpire and so on).
 - 2.5.9. Respect the rights, dignity and worth of every young person regardless of their gender, ability, cultural background or religion.
 - 2.5.10. Be a positive role model.
 - 2.5.11. Understand the repercussions if you breach, or are aware of any breaches of, this code of behaviour
- 2.6. Spectators
- 2.6.1. Respect the decisions of officials and teach young people to do the same.
 - 2.6.2. Never ridicule or scold a young player for making a mistake. Positive comments are motivational.
 - 2.6.3. Condemn the use of violence in any form, whether it is by other spectators, coaches, officials or players.
 - 2.6.4. Show respect for your team's opponents. Without them there would be no game.
 - 2.6.5. Do not use violence, harassment or abuse in any form (that is, do not use foul language, sledges or harass players, coaches, officials or other spectators).
 - 2.6.6. Respect the rights, dignity and worth of every person regardless of their gender, ability, cultural background or religion.

3. Breach of code of conduct

A breach of this code of conduct may result in a complaint being brought against you by basketballscotland, a member association or an affiliated club or person. In such instances the complaint will be dealt with in accordance with the basketballscotland complaints and dispute resolution process. Appeals of initial findings are provided for through the basketballscotland appeals policy.

3.1. Sanctions

3.1.1. The following sanctions are taken from the basketballscotland Complaints and Dispute Resolution Policy document

3.1.2. The following disciplinary sanctions, singly or in combination, may be applied by the Investigating Officer:

- 3.1.2.1. A written reprimand to be placed in the member's file [to be deleted after 6 months if no further incidents occur]
- 3.1.2.2. A verbal and /or written apology requested from the member
- 3.1.2.3. Further education, training or counselling
- 3.1.2.4. Publication of the details of the sanction

3.2. The following disciplinary sanctions, singly or in combination, may be applied by the Conduct Panel:

- 3.2.1. Any of the sanctions set out in Section 3.1.2 and its sub sections
- 3.2.2. Suspension from basketballscotland for a specified period of time
- 3.2.3. Termination of membership from basketballscotland
- 3.2.4. Payment of part or all costs of the hearing, investigation or both
- 3.2.5. Any other sanction(s) deemed appropriate in the circumstances

3.3. Notwithstanding the procedures set out in this policy, any member who is formally charged with a criminal offence involving sexual exploitation, invitation to sexual touching, sexual interference, sexual assault or aggravated assault, shall face an automatic suspension from basketballscotland and may face further disciplinary action by basketballscotland in accordance with this policy.

3.4. This code of conduct has been designed to assist in retaining the integrity, fair play and enjoyable aspects of basketball.

4. Complaints and dispute resolution policy

4.1. Introduction

basketballscotland is committed to providing a sporting environment in which the ethical principles contained in the basketballscotland Code of Conduct are respected and promoted.

basketballscotland believes that these values and ideals shall guide the communications and actions of the entire basketball community.

4.2. Application

4.2.1. As a legal entity basketballscotland has the authority to establish policies to govern its own affairs and to prescribe, monitor and enforce the conduct of its members. For these purposes members in this context refers to any coach, club, official, volunteer, affiliate, representative or helper functioning within an activity governed by basketballscotland pursuant to such policies.

4.2.2. The member shall conduct themselves in a manner consistent with the principles and ethical standards set out in the Code of Conduct. Members who fail to meet this standard shall be subject to the disciplinary sanctions identified in this policy.

4.2.3. Members who are sanctioned under this policy may be subject to the disciplinary rules and processes of other associations, clubs and Governing Bodies in which they are involved. In serious cases, members may also be subject to criminal prosecution.

4.3. Complaint

4.3.1. A complaint about a member of basketballscotland may be made by any member of the general public including but not limited to an athlete, a representative of a club or sport organisation, a coach, a parent or any member or representative of basketballscotland.

4.3.2. Complaints of any nature shall be directed to the Chief Executive Officer at basketballscotland.

4.3.3. A complaint concerning the conduct of a basketballscotland member shall:

- 4.3.3.1. Be made in writing
- 4.3.3.2. Identify the member against whom the complaint is made
- 4.3.3.3. Set out details of the complaint
- 4.3.3.4. Identify the name and address of the complainant, and
- 4.3.3.5. Be signed by the complainant

4.4. Screening

4.4.1. As soon as is practicably possible, the Chief Executive Officer, upon receiving a complaint will:

- 4.4.1.1. Ensure that the complaint is made in the proper form, as described in Section 4.3
- 4.4.1.2. Determine whether the complaint comes within the scope of this conduct, complaint and appeals policy.

4.4.2. If, in the sole discretion of the Chief Executive Officer the complaint does not fall within the scope of this policy, the Officer shall inform the complainant in writing, after which time the matter shall be considered closed.

4.5. Investigation

4.5.1. Within three business days ¹of receiving the complaint, the Chief Executive Officer shall provide a copy of the complaint, to the member against whom the complaint has been made, unless notifying the member of the fact and/or terms of the complaint might hinder the investigation in a material way, or the complaint is deemed confidential in terms of the basketballscotland child protection policy.

4.5.2. The member shall have 10 business days from the date of receiving the complaint to respond in writing to the Chief Executive Officer. In extraordinary circumstances, the Chief Executive Officer may extend this timeline, upon the request of the member.

4.5.3. Taking into consideration the nature of the complaint and the reply of the member (where appropriate), the Chief Executive Officer shall determine:

- 4.5.3.1. That the complaint is without merit, in which case the Chief Executive Officer shall inform both the complainant and the member against whom the complaint is

made, of this decision in writing after which time the matter shall be considered closed.

4.5.3.2. That the complaint has merit and further investigation is warranted, in which case an appropriate Investigating Officer shall be appointed.

4.5.4. If the Chief Executive Officer determines that further investigation is required, a nominated Investigation Officer shall interview each of the parties and any witnesses who, in the opinion of the Investigating Officer, may have relevant information concerning the complaint.

4.5.5. At the conclusion of the investigation the Investigating Officer shall determine:

4.5.5.1. That the complaint is without merit, in which case the Chief Executive Officer shall inform both the complainant and the member against whom the complaint is made, of this decision in writing, after which time the matter shall be considered closed,

4.5.5.2. That action against the member is warranted, in which case the Investigating Officer shall apply sanctions in accordance with Section 4.7 of this policy, or

4.5.5.3. That the matter should go to a formal hearing before a Conduct Panel.²

4.5.6. At any time the Chief Executive Officer or the Investigating Officer may determine that the alleged offence is of such seriousness as to warrant suspension of the member from basketballscotland pending a hearing and decision of the Conduct Panel.

4.5.7. The Investigating Officer should prepare a written report outlining the details of the investigation and the action taken in accordance with Section 4.7. A copy of this report shall be provided within 10 business days of the end of the investigation to the complainant and any parties deemed relevant.

4.6. Hearing

4.6.1. If the Investigating Officer determines that the matter should go to a formal hearing, the member against whom the complaint is made shall be informed within 10 business days of the end of the investigation and shall be provided with a copy of the report prepared in accordance with Section 4.5.7

4.6.2. The Conduct Panel shall hold the hearing as soon as possible, but not more than 15 business days after the member is first notified of the hearing by the Chief Executive Officer.

4.6.3. The Conduct Panel shall govern the hearing as it sees fit, provided that:

4.6.4. The member subject to the complaint shall be given 7 business days written notice (by courier or fax) of the day, time and place of the hearing

4.6.5. The hearing may be conducted in person or by telephone or video conference

4.6.6. The member and the complainant may be given the opportunity to participate in the hearing

4.6.7. The hearing shall proceed in the absence of either the member or the complainant

4.6.8. The member subject to the complaint shall receive a copy of all materials that are to be considered by the Conduct Panel

4.6.9. Quorum shall be all three Panel members

4.6.10. Decisions shall be by majority vote, where the Chair carries a vote

4.6.11. The member subject to the complaint may be accompanied by a representative, any costs of which shall be borne by the member

4.6.12. The member subject to the complaint shall have the right to present evidence and argument

4.6.13. The hearing shall be held in private

4.6.14. The Conduct Panel may request that witnesses to the incident be present or submit written evidence

4.6.15. The Conduct Panel shall render its decision with written reasons within 5 days of the conclusion of the Hearing. A copy of this decision shall be provided to all of the parties to the hearing, the Panel Chairman, the Investigating Officer and the Chief Executive Officer.

- 4.6.16. Once appointed, the Conduct Panel shall have the authority to extend timelines associated with all aspects of the hearing, where appropriate to allow parties to present their case in full.
- 4.6.17. Where the member acknowledges the facts of the complaint he or she may waive the hearing, in which case the Panel shall determine the appropriate disciplinary sanction. The Panel may hold a hearing for the purpose of determining an appropriate sanction.

4.7. Sanctions

- 4.7.1. The following disciplinary sanctions, singly or in combination, may be applied by the Investigating Officer:
- 4.7.2. A written reprimand to be placed in the member's file to be deleted after 6 months if no further incidents occur
- 4.7.3. A verbal and /or written apology requested from the member
- 4.7.4. Further education, training or counselling
- 4.7.5. Publication of the details of the sanction
- 4.7.6. Any other sanction(s) deemed appropriate in the circumstances
- 4.7.7. The following disciplinary sanctions, singly or in combination, may be applied by the Conduct Panel:
- 4.7.8. Any of the sanctions set out in Section 3.2
- 4.7.9. Suspension from basketballscotland for a specified period of time
- 4.7.10. Termination of membership from basketballscotland
- 4.7.11. Payment of part or all costs of the hearing, investigation or both
- 4.7.12. Any other sanction(s) deemed appropriate in the circumstances
- 4.7.13. No publication of a decision or sanction shall take place until the time for appeal has expired or an appeal has been decided.
- 4.7.14. In applying these sanctions, the Conduct Panel may have regard to the following aggravating or mitigating circumstances:
- 4.7.15. The nature and severity of the offence
- 4.7.16. Whether the incident is a first offence or has occurred repeatedly
- 4.7.17. The member's acknowledgement of responsibility
- 4.7.18. The member's extent of remorse
- 4.7.19. The member's prospects for rehabilitation
- 4.7.20. The extent to which others were harmed by the member's actions
- Unless the Conduct Panel decides otherwise, any disciplinary sanctions applied shall not take effect until the time period for appeal has expired or an appeal has been decided.

4.8. Automatic sanction

- 4.8.1. Notwithstanding the procedures set out in this policy, any member who is formally charged with a criminal offence involving sexual exploitation, invitation to sexual touching, sexual interference, sexual assault or aggravated assault, shall face an automatic suspension from basketballscotland and may face further disciplinary action by basketballscotland in accordance with this policy.

4.9. Delegation

- 4.9.1. The Chief Executive Officer may delegate their responsibility under this policy as they deem appropriate, in the event they are absent or otherwise unable to deal with the complaint.
- 4.9.2. If the Chief Executive identifies a conflict of interest, the Board shall nominate an alternative person, being one of their number if thought appropriate, to take on the role set out for the Chief Executive in the Policy.
- 4.9.3. The Chief Executive may, from time to time as he or she sees fit, lodge a complaint on behalf of the membership, where a situation has arisen but no individual member has made a formal complaint. In such an instance, an alternative shall be appointed in accordance with article 4.2.

4.10. Appeals procedure

4.10.1. Except where otherwise provided, an appeal of any conduct matter shall be conducted according to the basketballscotland Appeals Policy

5. Appeals Policy

5.1. Scope of appeal

- 5.1.1. Any member of basketballscotland who is subject to a decision by basketballscotland shall have the right to appeal that decision at an administrative cost of one hundred pounds £100.
- 5.1.2. The member who wishes to appeal a decision (Appellant) shall have 10 business days from the date on which he or she received notice of the decision, to submit written notice of his or her intention to appeal, along with detailed reasons for the appeal to the Chief Executive Officer.
- 5.1.3. Any Member wishing to initiate an appeal beyond the 10 day period must provide a written request stating reasons for an exemption to this requirement. The decision to allow or disallow an appeal outside the 10 day period shall be at the sole discretion of the Chief Executive Officer.

5.2. Grounds for appeal

- 5.2.1. An appeal may be heard only if there are sufficient grounds for the appeal. Sufficient grounds include basketballscotland or its representatives
- 5.2.2. Making a decision for which they did not have authority or jurisdiction as set out in basketballscotland governing documents
- 5.2.3. Making an error in procedure, or
- 5.2.4. Making a decision in the absence of material evidence which was not available at the time of the original decision

5.3. Screening of appeal

- 5.3.1. Within 3 days of receiving the notice of appeal, the Chief Executive Officer shall decide whether or not there are sufficient grounds for an appeal. In the absence of the Chief Executive Officer, the Acting Chief Executive Officer or Chair of basketballscotland will assess the grounds for the appeal.
- 5.3.2. If the appeal is denied on the basis of insufficient grounds, the appellant shall be notified of this decision in writing, giving reasons. This decision is at the sole discretion of the Chief Executive Officer and may not be appealed. If the Chief Executive Officer is satisfied that there are sufficient grounds for an appeal, he or she will direct that an Appeal Panel (the Panel) be appointed to hear the appeal.

5.4. Panel

- 5.4.1. The Panel shall consist of three persons being members of basketballscotland plus an independent expert if appropriate in view of the Chief Executive Officer. The Appellant shall be notified of the identity of the Panel members when the date of the appeal hearing is notified, or as soon as practicable thereafter. The Appellant shall have 48 hours to object to the appointment of any Panel member, on the basis of conflict of interest only.
- 5.4.2. The members of the Panel shall have no significant relationship with the Appellant, and shall have had no involvement with the decision being appealed.
- 5.4.3. The Panel shall include the Appeals Officer nominated by the Board of the Scottish Basketball Association.

5.5. The record

- 5.5.1. The Chief Executive Officer will provide the complete record to the Panel. The record shall include, but not be limited to:
 - 5.5.2. The decision under appeal
 - 5.5.3. Reasons for the decision
 - 5.5.4. The original complaint
 - 5.5.5. All documentary evidence, including the investigation report
 - 5.5.6. Transcripts of evidence if taken during the original hearing

5.5.7. Any further written submissions received from the Appellant, including grounds for appeal.

5.6. Procedure for the hearing

5.6.1. The Panel shall govern the hearing by such procedures as it deems appropriate in the circumstances, provided that:

5.6.2. The hearing shall be held within 15 business days of the Panel's appointment

5.6.3. The appellant shall be given 10 business days' written notice of the date, time and place of the appeal hearing

5.6.4. A quorum shall be all three members, and decisions shall be by majority vote

5.6.5. The Appellant may be accompanied by a representative

5.7. Appeal decision

5.7.1. Within 3 days of concluding the appeal, the Panel shall issue its written decision with reasons. In making its decision, the Panel shall have no greater authority than that of the original decision-maker and may decide:

5.7.2. To void or confirm the decision being appealed

5.7.3. To refer to matter back to the initial decision-maker for review and/or

5.7.4. To determine how costs of the appeal shall be allocated, if appropriate

5.7.5. A copy of this decision shall be provided to the Appellant and to the Chief Executive Officer.

5.8. Timelines

5.8.1. If the circumstances of the disputes are such the appeal cannot be concluded within the timelines dictated in this policy, the Panel may extend the timelines.

5.9. Arbitration

5.9.1. Any dispute regarding a decision made by basketballscotland shall be submitted to appeal pursuant to the procedures set out in this policy. If the Appellant is not satisfied with the decision of the Panel on an appeal, they may take the liberty of referring the matter to arbitration, such arbitration to be administered by the appropriate Independent Sports Arbitration Panel under its Rules of Arbitration, as amended from time to time.

5.10. basketballscotland Jurisdiction

5.10.1. This policy shall be governed, construed and implemented in accordance with Scots Law.

¹ For the purpose of this document, "business day" means Monday to Friday, excluding 24 December to 2 January, Good Friday and Easter Monday in each year.

² The Conduct Panel shall consist of 3 members, officers or delegates of basketballscotland