

basketballscotland

Regulations and Code of Conduct



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Section 1

basketballscotland Regulations and Policies for all basketball

1. Participation

- 1.1. All Clubs participating in all competitions, regardless of level, must be affiliated to **basketballscotland** prior to the competition starting. Public Liability Insurance cover is included with affiliation to **basketballscotland**.
- 1.2. All affiliated Clubs shall be allowed to enter a maximum of one team to Division 1 competitions and up to two teams per age level to all other divisions of any National competitions, except in the case of cup competitions.
- 1.3. Each Club may enter more than one team in any National 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 in Cup competitions.
 - 1.3.1. Local and regional competitions may differ according to the local/regional governing body rules.
- 1.4. 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.
- 1.5. All actions by the Club Secretary are considered to carry the full authority of the Club.
- 1.6. All communications between a Club and **basketballscotland** will be conducted through the Club Secretary.
- 1.7. 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.

2. Registration Procedure

- 2.1. All players, coaches, managers and officials participating in any competitions must be registered. Player age limits are as follows: -
 - 2.1.1. Senior players - players who have reached their 18th birthday before 1 January of the current season
 - 2.1.2. Under 19 players (Wheelchair Basketball Only) -players who have not reached their 19th birthday before 1 January of the current season
 - 2.1.3. Under 18 players -players who have not reached their 18th birthday before 1 January of the current season
 - 2.1.4. Under 16 players -players who have not reached their 16th birthday before 1 January of the current season
- 2.2. 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** up to 18 months following the end of the season registered.
- 2.3. Registration of participants in National competition, using the above procedure, can be made up to and including the third Friday in January of the present season. For Regional/Local competition refer to the organising body for registration deadlines.
- 2.4. Primary Club Registration fees for 2018/19 season will be:

2.4.1.	Senior	£30
2.4.2.	Under 18	£20
2.4.3.	Under 16	£20
2.4.4.	Under 14	£15
2.4.5.	Under 12	Free of Charge
2.4.6.	Under 10	Free of Charge
2.4.7.	Wheelchair Basketball (Senior)	£20
2.4.8.	Wheelchair Basketball (Under 18)	£10
2.4.9.	Wheelchair Basketball (Non-SBC)	Free of Charge
2.4.10.	Volunteer	Free of Charge
2.4.11.	School Member**	Free of Charge
2.4.12.	Learning Disability	Free of Charge
2.4.13.	Associate Member	£10

** Where only registered and competing at School Level
- 2.5. Each member is then eligible to register under the following 8 categories of membership (provided they have the appropriate qualification where applicable):
 - 2.5.1. Player
 - 2.5.2. Coach
 - 2.5.3. Referee
 - 2.5.4. Table Official
 - 2.5.5. Statistician
 - 2.5.6. Club Volunteer
 - 2.5.7. School Member
 - 2.5.8. The exception to the structure outlined above is that if any member registers as a Table Official, Statistician, School Member or Club Volunteer and **NOT** as either a Player, Coach or Referee, then their membership will be **Free of Charge**
- 2.6. A player signing a Club registration form will be considered bound to that Club until completing the release process (see article 3) and it is authorised by **basketballscotland**.
- 2.7. A registered participant may play/coach for another Club in another competition "On Loan" or as a member of a secondary Club (Dual registration) where there is no conflict of interest but **ONLY** after a signed letter of permission is submitted to **basketballscotland**, by the Club Secretary of the player's primary registered Club prior to the player competing for any other

Club and any additional registration fee is paid as per Article **Error! Reference source not found.**. Any breach of this regulation will result in the default of any game in which the aforementioned individual has competed illegally. The principle of a player being 'Cup-tied' will continue.

- 2.7.1. Where the parent Club provides a pathway opportunity at SBC level the athlete may not be dual registered for an alternative SBC club.
- 2.7.2. 2.7.1 does not apply to athletes solely playing in BUCS competition for their educational institution but a Club team in SBC basketball.
- 2.8. Players competing with a professional Club are excluded from playing for another Club, which supersedes article 2.7.
- 2.8.1. High Potential Player placement contracts issued by **basketballscotland** supersede Article 2.7.1
- 2.9. 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
 - 2.9.1. To be eligible to play on any given day, electronic forms AND payment must be received by **basketballscotland** prior to 9.00am on the day of competition. Where a game falls on a weekend this must be received prior to 9.00am on Friday.

3. Release System

- 3.1. Players already registered to play with any team/Club will be subject to the following conditions: -
- 3.2. Senior players/coaches
 - 3.2.1. If an individual does not wish to re-sign, or the Club does not offer to re-sign the individual, the Club Secretary may release the individual, via the online membership system.
 - 3.2.2. Otherwise the receiving Club must **Request Release** by the completing the relevant online process as detailed in the membership system.
 - 3.2.3. Where an individual does not yet have a receiving Club, the individual must submit a request to **basketballscotland** for processing.
 - 3.2.4. If an individual 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 individual has no outstanding debts to the releasing Club. A request for release cannot be withheld and must be processed via the online system within 5 working days of submission.
 - 3.2.4.1. If the process is not completed within the 5-day period the individual will automatically be released to the receiving Club on a temporary registration.
 - 3.2.4.2. Within 10 working days of a temporary registration being issued the original Club may appeal release based on outstanding Club debts only.
 - 3.2.4.3. Following the 10-working day temporary period the individual will automatically be moved to the receiving Club on a permanent basis. After which **basketballscotland** hold no responsibility for any outstanding debts the individual may have with the original parent Club.
 - 3.2.4.4. Evidence of outstanding debts must be provided to both **basketballscotland** and the individual within the time scales noted in articles 3.2.4.1 & 3.2.4.2
 - 3.2.4.4.1. Where the debt has been outstanding for more than two months the Club must also evidence to **basketballscotland** all failed attempts to recover debts.
 - 3.2.5. An individual, having signed for a given Club after 1 August, may only sign for 1 other Club in the current season.
 - 3.2.6. Any individual wishing to change Clubs will not be eligible to play in any competition until confirmation is received from **basketballscotland** of the following
 - 3.2.6.1. The releasing Club agrees to the release of the named individual.
 - 3.2.6.2. The named individual has no outstanding debts or equipment to the releasing Club.
- 3.3. Youth players
 - 3.3.1. Youth players, prior to their 18th birthday, may only be considered for immediate release by **basketballscotland** under the following circumstances via the online membership system: -
 - 3.3.1.1. Change in domestic circumstances.
 - 3.3.1.2. By mutual agreement of Club and player.
 - 3.3.1.3. The Club is not required to offer to re-sign the player; the Club Secretary may release the player after all avenues have been exhausted to ensure the individual can stay a member of the Club.
 - 3.3.2. A request for release cannot be withheld and must be processed via the online system within 5 working days of submission.
 - 3.3.3. Where an individual does not yet have a receiving Club the individual must be submit a request to **basketballscotland** for processing.
 - 3.3.3.1. If the process is not completed within the 5 working day period the individual will automatically be released to the receiving Club on a temporary registration and the Club surrender the right to development fee under article 3.3.6
 - 3.3.3.2. Within 10 working days of a temporary registration the original Club may appeal release based on outstanding Club debts only.
 - 3.3.3.3. Following the 10-working day temporary period the individual will automatically be moved to the receiving Club on a permanent basis. After which **basketballscotland** hold no responsibility for any outstanding debts the individual may have with the original parent Club.
 - 3.3.3.4. Evidence of outstanding debts must be provided to both **basketballscotland** and the individual within the time scales noted in articles 3.2.4.1 & 3.2.4.2
 - 3.3.3.4.1. Where the debt has been outstanding for more than two months the Club must also evidence to **basketballscotland** all failed attempts to recover debts.

3.3.4. Any other reason submitted by a Youth Player or Club via the online request for release form will automatically be considered by The Competitions & Events Manager and then the arbitration panel where required.

3.3.5. 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 must release the player via the aforementioned process; otherwise a **Request for Release** must be submitted to **basketballscotland** for consideration.

3.3.6. In the case of 3.3.4 a development compensation fee is required for the investment in to the player's development, at a rate of £50 per season, or part season, during which the player had been registered with **basketballscotland** up to a maximum of 6 seasons or part seasons. This is required to be paid by the player or receiving Club to **basketballscotland**. This fee will be passed to the releasing Club.

3.3.6.1. The Development Compensation fee may only be claimed where it is clearly stated on the Club registration form; the development fee of £50.00 per season will be requested if the player wishes to leave prior to their 18th Birthday, and is signed by the parent/guardian confirming that regulation 3.3.6 has been communicated to them.

3.3.6.2. Where a player is on-loan or dual registered, only the parent Club may claim this fee. The parent Club may only claim 50% of the fee for the season the Player is on loan or dual registered.

3.3.6.3. Where the relevant paperwork cannot be produced by the Club, the player can move freely so long as all other Club debts are settled.

3.4. Players are not permitted to attend a training session of another Club without prior written agreement from their parent Club. Should a player attend a session without prior agreement this player should not be permitted to train.

3.4.1. Should any player 14 years of age or older be allowed to train and/or play in friendly fixtures specifically for another Club without prior permission, the Club in breach of 3.4 will be subjected to a £50 fine and the player will be suspended from official competition for a period of 2 games per incident. This includes during any transfer period unless authorised by **basketballscotland**

3.5. Not more than 3 transfers shall be permitted between the same releasing and accepting team/Clubs without express permission of the releasing Club in any one season from 1 August.

4. Arbitration for player release

4.1. For Arbitration Procedure please see section 5 Level 2

Section 2

basketballscotland Code of Conduct

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.
- 1.16. With regard to Youth players, Club officials or players should not directly or indirectly induce an individual who holds, or has held, a registration in the previous season for another Club, to leave that Club for any purpose whatsoever.
- 1.17. An individual under 18 years of age who holds, or has held a registration in the previous season, for one Club should not directly or indirectly approach an official or player of another Club with the intention of negotiating a transfer to such other Club.

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.
 - 2.3.17.
- 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, sledge 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.

Section 3

basketballscotland Grievance and Disciplinary Policies & Procedures

1. General Aims

1.1.1. **basketballscotland** is committed to fulfilling its obligations and creating an inclusive environment in the development of Scottish basketball, making the sport accessible to all backgrounds and abilities. Working within our core values, the conduct of those who represent basketball in Scotland is fundamental to our success:

1.1.2. **Equity** - engaging and involving people from all backgrounds, encouraging participation and promoting fair and equitable practices in sport

1.1.3. **Stakeholder Partnerships** - working with, and encouraging feedback, participation and support from Active Schools programmes, local authorities and volunteer membership

1.1.4. **Structured Development System** - for players, coaches, volunteers and officials to ensure their competence, skills, behaviour and attitudes

1.1.5. **Adherence to Policy and Procedure** - for the development of basketball in Scotland, contained within the **basketballscotland** Code of Conduct.

1.2. As a legal entity, **basketballscotland** has the authority to establish policies which govern its own affairs and to prescribe, monitor and enforce the conduct of its members. Whilst it is expected that those involved in the sport will behave with honesty, integrity and for the benefit of basketball in Scotland, occasions may arise when this may not be the case. This policy sets out how grievances and disciplinary matters will be dealt with, to ensure a fair and consistent process.

2. Scope

2.1. For the purposes of this document, 'members' refers to any player, coach, official, volunteer, Club, affiliate or representative of **basketballscotland**. Non-member associates/representatives of affiliated Clubs may also be bound by the contents of these policies and procedures, and may be subject to action, either individually or via action against the Club.

2.2. Matters arising within games will be governed by the appointed match officials (Crew Chief) and supported by the National League Disciplinary Regulations. Only in exceptional circumstances will game events be handled using the grievance and disciplinary policies and procedures.

3. basketballscotland Commitment

3.1. Throughout the handling of grievances and disciplinary matters, **basketballscotland** will endeavour to ensure that:

3.1.1. All steps in the procedure are taken without unnecessary delay

3.1.2. Confidentiality and discretion are maintained

3.1.3. Processes are followed to ensure consistency

3.2. Any timescales outlined within these documents may be subject to delay in the case of unforeseen business closure or if the Grievance/Appeals Officer is temporarily unavailable for any reason. Whenever possible, an alternative Grievance/Appeals Officer will be appointed to complete the required action. This will be communicated to all relevant parties.

4. Grievance Policy & Procedure

4.1. Purpose of the Grievance Policy

4.1.1. The purpose of this policy is to ensure that all members have a consistent process for raising grievances. A grievance, in relation to this policy, is defined as:

4.1.1.1. A complaint against a staff member, a **basketballscotland** volunteer or a decision made by **basketballscotland**

4.1.1.2. A complaint against another member/Club

4.1.1.3. An alleged breach of the **basketballscotland** Code of Conduct by any member

4.1.2. A grievance may be raised by any member, external party, **basketballscotland** staff member or member of the Executive Board of **basketballscotland**.

4.2. Procedure – Informal Stage

4.2.1. If a member wishes to raise a grievance, they must first discuss the matter informally with an appropriate member of **basketballscotland** staff (e.g. Programme Lead, Line-Manager or Grievance Officer), allowing a stated timeframe for response and resolution.

4.2.2. Potential outcomes from the handling of an informal grievance include, but are not limited to:

4.2.2.1. Updating of a **basketballscotland** policy or procedure

4.2.2.2. Training or guidance on improvement required from staff member/member

4.2.2.3. A written reminder of responsibilities and warning over future conduct

4.2.2.4. Seeking the assistance of Club representatives to advise a member about their conduct

4.2.3. If the member raising the grievance feels that the matter has **not** been resolved satisfactorily through informal discussion, they may then follow the formal stage of the grievance procedure. However, the informal stage **must** be exhausted before a formal grievance can be raised

4.3. Procedure – Formal Stage

4.3.1. If a member wishes to raise a formal grievance, they must raise this **in writing** to the Grievance Officer at **basketballscotland**. The communication must be entitled **Formal Grievance** and include details of:

4.3.1.1. Whom the grievance is raised against

4.3.1.2. The nature and background of the grievance including relevant facts, dates, and names of individuals involved

4.3.1.3. Any witnesses or other supporting evidence

4.3.1.4. Where a matter affects a group of members, a spokesperson or nominated representative may be appointed.

4.3.1.5. If the grievance concerns the Grievance Officer you may submit it to the CEO.

4.3.2. Acknowledgement of the Formal Grievance will be provided within 2 working days.

4.4. Investigation

- 4.4.1. **basketballscotland** is committed to ensuring that all formal grievances are investigated. The investigation will be carried out by either the Grievance Officer, or an appointed independent Investigating Officer, depending on the nature and content of the grievance.
- 4.4.2. Investigation may entail analysis of written information, carrying out interviews and/or taking statements from members and associated parties or witnesses. Appropriate investigation information will be disclosed to the relevant parties.
- 4.4.3. Where there appears to be serious misconduct, a period of Investigatory Suspension from membership may be considered. This does not imply guilt or otherwise.
- 4.4.4. There are 5 possible outcomes of the investigation:
 - 4.4.4.1. Progression to a Grievance Hearing
 - 4.4.4.2. Progression to a Disciplinary
 - 4.4.4.3. Progression to a Staff Disciplinary Hearing
 - 4.4.4.4. No case to answer (confirmed in writing to all associated parties)
 - 4.4.4.5. Further investigation required before a decision can be reached

4.5. The Grievance Hearing

- 4.5.1. Members will be invited to attend a grievance hearing, where the alleged grievance and investigation findings can be discussed. There will be 10 working days' notice of a formal grievance hearing.
- 4.5.2. Any invited member may be accompanied by another member at this stage, should they so wish. Notification of accompaniment must be provided to the Grievance Officer at least 2 working days in advance of the grievance hearing.
- 4.5.3. The grievance hearing will be chaired by either the Grievance Officer or an appointed independent Chair, depending on the nature and content of the grievance. The conduct of the grievance hearing will include:
 - 4.5.3.1. The Hearing being opened by the Chair who will confirm that minutes are to be taken
 - 4.5.3.2. The case against whom the Formal Grievance has been raised being outlined by the Grievance Officer or Investigating Officer (if there is one)
 - 4.5.3.3. The opportunity for the attending member to state their case
 - 4.5.3.4. The Hearing being closed by the Chair
- 4.5.4. Following the grievance hearing, **basketballscotland** will require time to review all gathered information and, where necessary, carry out further investigations. Once complete, the outcome of the Formal Grievance hearing will be confirmed in writing to the relevant parties within 10 working days.
- 4.5.5. Should further investigation not be complete after 10 working days, the member will receive notification in writing that the investigation is ongoing and will receive correspondence every 10 working days thereafter. It is anticipated that an investigation should take no longer than 30 days in total.
- 4.5.6. Members will receive written confirmation of the outcome of the hearing/further investigation and any actions thereafter.
- 4.5.7. Members will also be informed of their right of appeal.
- 4.5.8. Should the findings of a grievance hearing prompt investigation/action under the **basketballscotland** Staff Discipline and Grievance policy, this matter will be passed to the appropriate staff member to lead. The member who raised the grievance will be informed that the matter is being dealt with under this policy, but the outcome will remain confidential.

4.6. Right of Appeal

- 4.6.1. If a member considers that their Formal Grievance has not been resolved reasonably, then they can appeal **in writing** to the Appeals Officer within 5 working days of receipt of their letter confirming the outcome of the grievance hearing. The member will be required to state their reasons why they believe the decision is unreasonable. The Appeals Officer will not have had previous involvement in the case.
- 4.6.2. An appeal hearing will be held within 10 working days of receipt of the appeal. The Appeals Officer will determine whether a panel or individual hearing is appropriate.
- 4.6.3. Any invited member may also be accompanied by another member at this stage, should they so wish. Notification of accompaniment must be provided to the Appeals Officer at least 2 working days in advance of the appeal hearing.
- 4.6.4. The purpose of the appeal hearing is to review the evidence provided and to consider if the original grievance process was fair and reasonable in reaching a conclusion. New evidence may be considered at this time if appropriate to the appeal.
- 4.6.5. The Appeals Officer will confirm the outcome of the appeal hearing, in writing, within 10 working days of the appeal hearing. The decision at this stage is final with no further right of appeal.

5. Disciplinary Policy & Procedure

- 5.1. If the investigation of a grievance finds that disciplinary action may be required, the matter will progress to a disciplinary hearing.
- 5.2. For the avoidance of doubt this disciplinary policy and procedure shall have full force and effect in its own right and matters arising under it need not be conditional on the grievance policy and procedure having previously been invoked.
- 5.3. Investigation
 - 5.3.1. **basketballscotland** is committed to ensuring that all disciplinary allegations are investigated. The investigation will be carried out by an appropriate Investigatory Officer who will determine the nature and content of the disciplinary allegations.

- 5.3.2. Investigation may entail analysis of written information, carrying out interviews and/or taking statements from members and associated parties or witnesses. Appropriate investigation information will be gathered from relevant parties including the member against whom the disciplinary allegations have been made.
- 5.3.3. The Investigatory Officer shall not form part of any subsequent disciplinary process.
- 5.3.4. Investigative interviews may be necessary to assist with fact finding and the member against whom allegations have been made will not have the right to be accompanied. The accused will have an opportunity to request and/ or provide evidence in support of his/her case.
- 5.3.5. Where there appears to be serious misconduct, a period of Investigatory Suspension from membership may be considered. This does not imply guilt or otherwise.

5.4. Procedure – Precautionary suspension may be considered in the following circumstances:

- 5.4.1.1. if the Police Scotland or social work services advise suspension
- 5.4.1.2. if the allegation made against the member of staff/volunteer was ultimately to be proved, then there would be a significant concern about the conduct of that member of staff/volunteer towards children or other adults
- 5.4.1.3. if the member of staff/volunteer's attendance or involvement in a club could compromise the investigation
- 5.4.1.4. if Disclosure Scotland notify **basketballscotland** that an individual is being considered for listing under the Protection of Vulnerable Groups Scheme (children and/or adults lists).
- 5.4.2. Suspension is not a form of disciplinary action and does not involve pre-judgment. It should only be considered in the above circumstances.
- 5.4.3. In all cases of suspension the welfare of children will be the paramount concern.
- 5.4.4. The following Article apply specifically to 5.4
- 5.4.5. **Formal Disciplinary Procedure**
 - 5.4.5.1. Stage 1 – First warning
 - 5.4.5.1.1. If conduct is unsatisfactory, the member of staff/volunteer will be given a written warning. Such warnings will be recorded. The warning will expire after *6 months* of satisfactory conduct. A final written warning may be considered if there is no sustained satisfactory improvement or change.
 - 5.4.5.2. Stage 2 – Final written warning
 - 5.4.5.2.1. If the offence is serious, or there is no improvement in standards, or if a further offence of a similar kind occurs, a final written warning will be given. The written warning will expire after 12 months. Action at Stage 3 will be taken if there is no sustained satisfactory improvement or change.
 - 5.4.5.3. Stage 3 – Dismissal or Action Short of Dismissal
 - 5.4.5.3.1. If the conduct has failed to improve, the member of staff/volunteer may suffer demotion, disciplinary transfer, or dismissal.
- 5.4.6. **Gross misconduct**
 - 5.4.6.1. If, after investigation, it is confirmed that a member of staff/volunteer has committed an offence of the following nature (the list is not exhaustive), the normal consequence will be dismissal without notice or payment in lieu of notice: - theft, damage to property, fraud, incapacity for work due to being under the influence of alcohol or illegal drugs, physical violence, bullying, abuse of a child and gross insubordination.
 - 5.4.6.2. Following advice from Police Scotland, cases that also involve a criminal investigation will not preclude disciplinary action being taken. This is provided sufficient information is available to enable **basketballscotland** to make a decision and that to do so does not jeopardize the criminal investigation. Any decision to dismiss will be taken by **basketballscotland** only after full investigation.
- 5.4.7. **Appeals**
 - 5.4.7.1. A member of staff/volunteer who wishes to appeal against any disciplinary decision must do so to the appeals Panel within seven working days of the disciplinary decision being made known to them.
 - 5.4.7.2. The member of staff/volunteer should provide a written statement of the appeal, indicating the grounds for the appeal together with such accompanying documents as they feel appropriate.
 - 5.4.7.3. The appeal will be heard by *an appeal Panel appointed for the sole purpose of the aforementioned appeal* and a decision on the case made as impartially as possible.
 - 5.4.7.4. The Chair of the *appeal Panel* will notify the member of staff/volunteer of the decision in writing as expeditiously as possible. The decision of *appeal Panel* is final and there is no right of appeal.

5.5. The Disciplinary Hearing

- 5.5.1. Members may be invited to attend a disciplinary hearing once appropriate investigations have concluded. Members will be invited to a disciplinary hearing in writing (5 working days notice) and full details of the allegation(s) against the member will be outlined including any relevant findings from the investigation.
- 5.5.2. The purpose of the hearing is to allow the member to respond to the allegations. Failure to attend a disciplinary hearing without due cause and prior notification on 2 occasions may result in the hearing being conducted in the absence of the member.
- 5.5.3. There are 5 possible outcomes of a disciplinary hearing:
 - 5.5.3.1. Member cleared
 - 5.5.3.2. Verbal Warning
 - 5.5.3.3. Written Warning
 - 5.5.3.4. Final Written Warning
 - 5.5.3.5. Suspension/Termination of Membership
- 5.5.4. Alternatives to suspension/ termination of Membership shall be considered where appropriate.

5.5.5. The disciplinary hearing will be held as soon as reasonably practicable following conclusion of the investigatory stage. The member will be given 5 working days' notice of the hearing.

5.5.6. Any invited member may be accompanied by another member at this stage, should they so wish. Notification of accompaniment must be provided to the Disciplinary Officer at least 2 working days in advance of the disciplinary hearing.

5.5.7. The disciplinary hearing will be chaired by an appointed independent Chair but a Disciplinary Officer will also be present. The conducting of the disciplinary hearing will include:

5.5.7.1. The Hearing being opened by the Chair who will confirm that minutes are to be taken

5.5.7.2. The case against the member being outlined by the Disciplinary Officer

5.5.7.3. The opportunity for the member to state their case

5.5.7.4. The Hearing being closed by the Chair

5.5.8. Following a disciplinary hearing, **basketballscotland** will require time to review all gathered information and, where necessary, they may carry out further investigations.

5.5.9. Once complete, the outcome of the formal disciplinary hearing will be confirmed in writing to the relevant parties within 10 working days.

5.5.10. Should further investigation not be complete after 10 working days, the member will receive notification in writing that the investigation is ongoing and will receive correspondence every 10 working days thereafter. It is anticipated that further investigations should take no longer than 30 days in total.

5.5.11. Members will receive written confirmation of the outcome of the disciplinary hearing or be advised where appropriate if further investigations are necessary. Members will also be informed of their right of appeal.

5.5.12. Should the findings of a disciplinary hearing prompt investigation/action under the **basketballscotland** Staff Discipline and Grievance policy, this matter will be passed to the appropriate staff member to lead. The member who raised grievance will be informed that the matter is being dealt with under this policy, but the outcome will remain confidential.

5.6. Possible outcomes of a Disciplinary Hearing

5.6.1. If a member's conduct is sufficiently serious, **basketballscotland** may omit any stage and proceed to later stages as appropriate.

5.6.2. Stage 1 - Verbal Warning

5.6.2.1. If a member's conduct or activities does not meet an acceptable standard, they may be given a formal verbal warning.

5.6.2.2. The member will verbally receive details of:

5.6.2.2.1. The reason for the verbal warning

5.6.2.2.2. The action or improvement required

5.6.2.2.3. The timeframe for implementation

5.6.2.2.4. The consequences of further misconduct

5.6.2.2.5. The right of appeal

5.6.2.3. Potential Sanctions

5.6.2.3.1. None

5.6.3. Stage 2 - Written Warning

5.6.3.1. **basketballscotland** may issue a Stage 2 Written Warning concerning a first act of misconduct where there are no other active written warnings on the member's disciplinary record.

5.6.3.2. The member will receive details **in writing** of:

5.6.3.2.1. The reason for the warning as Stage 2 of the disciplinary process

5.6.3.2.2. The action or improvement required

5.6.3.2.3. The timeframe for implementation

5.6.3.2.4. The consequences of further misconduct

5.6.3.2.5. The length of time the matter will be logged for disciplinary purposes (12 months)

5.6.3.2.6. The right of appeal

5.6.3.3. Potential Sanctions

5.6.3.3.1. A written apology to relevant other members

5.6.3.3.2. Further education, training or counselling

5.6.3.3.3. Banning for a specific number of games, in line with the National League Disciplinary Regulations

5.6.4. Stage 3 - Final Written Warning

5.6.4.1. **basketballscotland** may issue a Stage 3 Final Written Warning where misconduct is already active in the form of a live written warning or misconduct has occurred that is considered sufficiently serious to warrant a final written warning even though there are no other active warnings on the record of the member.

5.6.4.2. The member will receive details **in writing** of:

5.6.4.2.1. The reason for the warning as Stage 3 of the disciplinary process

5.6.4.2.2. The action or improvement required

5.6.4.2.3. The timeframe for implementation

5.6.4.2.4. The consequences of further misconduct (Dismissal, Demotion or Expulsion of membership)

5.6.4.2.5. The length of time the matter will be logged for disciplinary purposes (12 months)

5.6.4.2.6. The right of appeal

5.6.4.3. Potential Sanctions

5.6.4.3.1. A written apology to relevant other members

5.6.4.3.2. Further education, training or counselling

5.6.4.3.3. Banning for a specific number of games, in line with the National League Disciplinary Regulations

5.6.5. Stage 4 – Suspension/Termination of Membership

5.6.5.1. **basketballscotland** may issue a Stage 4 Suspension/Termination of Membership where further misconduct follows an active final written warning on the record of the member, or for any gross misconduct, regardless of whether there are active warnings on the record of the member and these include, but are not limited to:

- 5.6.5.1.1. Any action which brings **basketballscotland** into disrepute
- 5.6.5.1.2. Theft of property or money
- 5.6.5.1.3. Serious act of unsportsmanlike conduct or physical assault
- 5.6.5.1.4. Serious negligence, which may put others at risk
- 5.6.5.1.5. Falsification of records or official documents
- 5.6.5.1.6. Dealing illegal substances or stolen goods
- 5.6.5.1.7. Discriminatory behaviour or actions, including bullying & harassment and failure to follow the equity values within **basketballscotland**
- 5.6.5.1.8. Being in receipt of bribes
- 5.6.5.1.9. Serious breach of the **basketballscotland** Code of Conduct, policies or procedures

5.6.5.2. 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.

5.6.5.3. The member will receive details **in writing** of:

- 5.6.5.3.1. The reason for the warning as Stage 4 of the disciplinary process
- 5.6.5.3.2. The date on which the suspension or termination of membership will take effect
- 5.6.5.3.3. The right of appeal

5.6.5.4. Potential Sanctions

- 5.6.5.4.1. Suspension of membership for a specified period of time
- 5.6.5.4.2. Termination of membership
- 5.6.5.4.3. Any other sanctions outlined above that are deemed appropriate

6. Right of Appeal

6.1. If a member considers that their formal disciplinary sanction is wrong or unjust they can appeal **in writing** to the Appeals Officer within 5 working days of receipt of their letter confirming the outcome of the disciplinary hearing. The member will be required to state their reasons for appeal. The Appeals Officer will not have had previous involvement in the case.

6.2. Any invited member may also be accompanied by another member at this stage, should they so wish. Notification of accompaniment must be provided to the Appeals Officer at least 2 working days in advance of the appeal hearing.

6.3. An appeal hearing will be held within 10 working days of receipt of the appeal. The Appeals Officer will determine whether a panel or individual hearing is appropriate.

6.4. The purpose of the appeal hearing is to review the evidence provided and to consider if the original disciplinary process was fair and reasonable in reaching a conclusion. New evidence may be considered at this time if appropriate to the appeal.

6.5. The Appeals Officer will confirm the outcome of the appeal hearing, in writing, within 10 working days of the appeal hearing. The decision at this stage is final with no further right of appeal.

6.5.1. Referrals to the Children's List or Protected Adults List

6.5.1.1. Where an **basketballscotland** takes disciplinary action to remove a member of staff/volunteer from regulated work as a result of harmful behaviour towards a child and/or protected adult, then they have a duty to refer the member of staff/volunteer to Disclosure Scotland so that consideration can be given to whether that individual should be barred from any kind of regulated work with children and/or protected adults. Without this duty there would be no way of preventing individuals moving undetected to other organisations where they may continue to pose a risk.

6.5.1.2. The Protection of Vulnerable Groups (Scotland) Act 2007 stipulates that organisations must refer to Disclosure Scotland the case of any member of staff/volunteer who (whether or not in the course of their role within the organisation) has:

- 6.5.1.2.1. harmed a child
- 6.5.1.2.2. placed a child at risk of harm
- 6.5.1.2.3. engaged in inappropriate conduct involving pornography
- 6.5.1.2.4. engaged in inappropriate conduct of a sexual nature involving a child, or
- 6.5.1.2.5. given inappropriate medical treatment to a child.
- 6.5.1.2.6. **AND** as a result:

6.5.1.2.6.1. **basketballscotland** has dismissed the member of staff/volunteer.

6.5.1.2.6.2. The member of staff/volunteer would have been dismissed as a result of the incident had they not resigned, retired or been made redundant.

6.5.1.2.6.3. **basketballscotland** has transferred the member of staff/volunteer to a position in **basketballscotland** which is not regulated work with children if applicable.

6.5.1.2.6.4. The member of staff/volunteer would have been dismissed or considered for dismissal where employment or volunteer role was not due to end at the expiry of a fixed term contract; or,

6.5.1.2.6.4.1. The member of staff/volunteer would have been dismissed or considered for dismissal had the contract not expired.

6.5.1.3. **basketballscotland** will also refer the case of a member of staff/volunteer where information becomes available after the member of staff/volunteer has:

- 6.5.1.3.1. been dismissed by **basketballscotland**

6.5.1.3.2. resigned, retired or been made redundant

6.5.1.3.3. been transferred to another position in **basketballscotland** which is not regulated work with children;
and,

6.5.1.4. where **basketballscotland** receives information that a member of staff/volunteer who holds a position of regulated work has been listed on the Children's List, the member of staff/volunteer will be removed from the regulated work with children post. The same applies if the matters related to protected adults.

Section 4

Basketballscotland National Competitions Regulations

1. Management

- 1.1. These Regulations shall apply to all **basketballscotland** National 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/IWBF Rules unless stated (separate documents will be supplied, where applicable, prior to the competition commencing and supersede FIBA/IWBF Rules)
- 1.4. Disputes, protests and disciplinary will be dealt with under the relevant section of the regulations and the Appeals document (Section 5) where relevant
- 1.5. Any significant additions to the National Competition regulations will be communicated to the clubs 12 months in advance of their implementation.
 - 1.5.1. Where there is a legal or FIBA/IWBF-mandated requirement, **basketballscotland** reserve the right to amend the regulations without this required notice.
- 1.6. Any significant adjustments to the National Competition Structures will be communicated to clubs 12 months in advance of their implementation.
 - 1.6.1. This will not apply where the format for any second or third division competition is determined by the number and/or location of entries.
 - 1.6.2. Additionally, where there are late withdrawals by clubs, **basketballscotland** will retain the opportunity to adjust structures in consultation with the clubs in the league.
- 1.7. The final National Competition regulations will be issued to clubs prior to the date by which Competition entry is required.
 - 1.7.1. **basketballscotland** retain the right to issue corrections and amendments or clarifications to uphold the intention of the rules as communicated.

2. Entry

- 2.1. Clubs must be affiliated and registered as per Section 1 prior to the first game(s) of the season. Failure to do so will result in all games played being recorded as 20-0 in favour of the opposition for all teams connected to the Club, until the balance is settled.
- 2.2. Players must be registered as per Section 1
- 2.3. Clubs must have a minimum number of players to be accepted in to the competitions. See appendix A
- 2.4. 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.
 - 2.4.1. Where league entry fees and equalisation fees where applicable are not received by the deadline date set by **basketballscotland** or within a month of the invoice being sent whichever is later. The team's results will be recorded as 20-0 in favour of the opposing team for all games which have taken place up to and including the aforementioned deadline.
 - 2.4.1.1. The historical result enforced by 2.4.1 will not be overturned after payment is made.
 - 2.4.2. There will also be a 10% late payment fee for those who do not meet deadline dates.
 - 2.4.3. Where league entry fees and/or affiliation are not received by December 31st of the current season entry for the following season will be denied. All other penalties remain in place.
- 2.5. A current copy of the Clubs Constitution and/or Articles of Association must be lodged with **basketballscotland**.

3. Finance

- 3.1. For season 2017/ 2018 the competitions participation fees per team will be as follows:
- 3.2. League Entry
 - 3.2.1. Senior Men Division 1 - £570
 - 3.2.2. Senior Men Division 2 - £310
 - 3.2.3. Senior Women - £310
 - 3.2.4. U18 Men Division 1 - £210
 - 3.2.5. U18 Men Division 2 - £210
 - 3.2.6. U18 Women - £210
 - 3.2.7. U16 Men Division 1 - £170
 - 3.2.8. U16 Men Division 2 - £160
 - 3.2.9. U16 Men National Development League - £160
 - 3.2.10. U16 Women Division 1 - £170
 - 3.2.11. U16 Women Division 2 - £160
 - 3.2.12. U16 Women National Development League - £160
 - 3.2.13. Wheelchair Basketball League - £35
- 3.3. Scottish Cup Entry
 - 3.3.1. Senior Men - £50
 - 3.3.2. Senior Women - £50
 - 3.3.3. Under 18 Men - £25
 - 3.3.4. Under 18 Women - £25
 - 3.3.5. Under 16 Men - £25

- 3.3.6. Under 16 Women - £25
- 3.3.6.1. Chairman's Cup £50
- 3.3.6.2. Wheelchair Basketball £30
- 3.4. Play-off top up fee (max per game) (please see regulation 9.14)
 - 3.4.1. Under 18 Men - £70
 - 3.4.2. Under 18 Women - £70
 - 3.4.3. Under 16 Men - £65
 - 3.4.4. Under 16 Women - £65
 - 3.4.5. Senior games when hosted on a home and away basis for Final 8's and Final 4's costs of venue and officials will be the responsibility of the home team.
 - 3.4.6. Senior games when hosted on a home or away basis for Final 8's and Final 4's costs of venue and table officials will be the responsibility of the home team. The referee fees and expenses will be split as per Article 15.14
 - 3.4.7. For Senior Finals Clubs will cover the Officials fees at the following rates (max per game)
 - 3.4.7.1. Senior Men inc. Wheelchair basketball £95.00
 - 3.4.7.2. Senior Women £80.00

3.5. A surety fee of £100 may be requested for new entries to the National Competitions per team entered (Senior, Under 18 and Under 16 leagues), with **basketballscotland** by 31 August preceding the season in question, for a maximum of 3 seasons. 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 Officiating Manager.

4. National status and player eligibility, availability and welfare

- 4.1. Definitions
 - 4.1.1. National - A person holding or eligible to hold a UK passport.
 - 4.1.2. 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.
 - 4.1.3. Non-EU- A person who does not qualify under (4.1.1) or (4.1.2) above.
- 4.2. Clubs may register any number of players in all 3 categories above.
- 4.3. In any Senior Division 1 or Division 2 competition match, the following restrictions will apply:
 - 4.3.1. Each Club must submit an Official player list not exceeding 16 (sixteen) players
 - 4.3.2. This list MUST contain a minimum of 7 (seven) home grown players to encourage the development of younger players and the Club's own development systems
- 4.4. Home grown players will be categorised using the following criteria.
 - 4.4.1. A person holding or eligible to hold a UK passport.
 - 4.4.2. Any other player who has having been registered with **basketballscotland** for a minimum of 3 years between the ages of 14 and 21.
 - 4.4.2.1. In addition to their Official players list, Clubs may also "promote" any further youth player to their match day squad for developmental purposes beyond their listed 16 players.
- 4.5. There will be no restrictions for youth competitions other than the player must be registered for the current season and be eligible to compete at the specific age level and gender.
- 4.6. No player who is registered with another National Association may participate in Scottish Competitions. Any player registered with another National Association will be considered ineligible.
- 4.7. Any fixture in which a Club fields an ineligible player/s shall be dealt with as per Section 4 Article 4 and 9 and their subsections.
- 4.8. Any individual categorised in 4.1.2 and 4.1.3 competing in Senior Division 1 is required by FIBA regulations to be in possession of the Foreign Player "A" Licence, unless the player is already in possession of the Player "B" Licence for the FIBA Club Competitions for men's and women's Clubs.
 - 4.8.1. FIBA/IWBF Licence fee "A" payable by the Club: for men's Clubs: **EUR 250***
 - 4.8.2. FIBA/IWBF Licence fee "A" payable by the Club: for women's Clubs: **EUR 125***
- *Based on Current FIBA/IWBF registration fee which may increase without prior warning.
- 4.9. **basketballscotland** Player eligibility regulations are superseded by FIBA/IWBF Europe and FIBA/IWBF Regulations for International teams or for Club teams entering European Club competitions.
- 4.10. In addition to the above, all FIBA regulations regarding International Clearance will also apply to National, EU and Non-EU players.
- 4.11. A Club wishing to register a foreign professional player will be first required to obtain a FIBA International Player Licence and have any relevant documentation from The UK Border agency where required.
- 4.12. All Professional players must have a valid contract of employment as a basketball player and/or coach with their Club. Clubs are reminded that they are responsible for the operation of PAYE & NI requirements for all employees and the Association may require documentary evidence to verify that where such a contract of employment exists,
- 4.13. 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 9 for playing the aforementioned players on

these dates. This is subject to the Performance Programmes activity dates during the domestic** season, being 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 outwith 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/IWBF tournament. During the 2 weeks prior to beginning of a FIBA/IWBF 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; National Squad and GB basketball 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/IWBF Tournaments scheduled for August.

4.14. A Player may only play in a maximum of two National competition age categories and no more than three teams within those Age categories where league specific rules allow.

4.14.1. This relates to the following age categories; Senior, Under 18, Under 16 and Under 14 (excluding U14 Scottish Cup) level. This is subject to the player being eligible for the age category unless special permission from **basketballscotland** is granted.

4.14.2. Once a player has competed in two age categories or in three leagues the player will automatically be ineligible to appear on the scoresheet of any additional age category/league.

4.14.3. Clubs will have the opportunity to request an amendment to the categories/leagues that an individual player can compete at twice within the season by written request to the Competitions and Officiating manager. This process will take 5 working days.

4.14.4. No Under 14 player may compete in any Senior League or Cup Competition without receiving prior written permission from **basketballscotland** for an exceptional circumstance. A request for permission will be considered by the Competitions and Officiating Manager, National Performance Coach and Head of Basketball. It will require both the Club and parent/guardian to submit a joint case and, if approved, will be subject to ongoing review to ensure the player's welfare.

4.14.5. **basketballscotland** may in exceptional circumstance grant potential GB athletes opportunity to compete at additional levels, as deemed appropriate by the Competitions and Officiating Manager, National Performance Coach and Head of Basketball. It will require both the Club and parent/guardian to submit a joint case and, if approved, will be subject to ongoing review to ensure the player's welfare.

4.15. For participation within SBC Competitions, in addition to players being registered, an Official Players List must be used:

4.15.1. Clubs are required to create teams within the online registration system for each entry in a National Competition.

4.15.2. Clubs are required to add team members including Coach and Assistant Coach (where applicable) to each team via the online system. This will allow the download of an Official Player List.

4.15.3. This Official Player List MUST be supplied to the table official (either as a e-document or printed sheet) to allow completion of the scoresheet and where required classification calculations (specifically in regard to wheelchair basketball, and confirmation by the referee).

4.15.4. For Wheelchair basketball the classification status of all players shall be reviewed annually by **basketballscotland** and if required and where appropriate may be amended by **basketballscotland** with immediate effect at any time during the season.

4.16. If a player does not appear on this list or the list cannot be produced, players may be named on the scoresheet without their registration number and will still be allowed to compete however an administration fees will apply. It is the Club's responsibility if a player is not eligible or registered and the relevant penalties will apply in addition to administration fees per match.

4.16.1. If 3 or less numbers are missing an administration fee of £10.00 will be charged to check the scoresheet against the noted players.

4.16.2. If 4 or more numbers are missing an admin fee of £30.00 will be charged to check the scoresheet against the noted players.

4.17. In the event of a Club playing an unregistered or ineligible player in a competition fixture the following action will be taken: -

4.17.1. 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.

4.17.2. 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.

4.17.3. If the Club play a player under another name, the coach will be suspended from coaching in any SBC competition for a period of no less than 5 games. This is affective over all levels of coaching. The Club will be fined a minimum of £200.00.

4.18. A player may play for only one Team in a Scottish Cup competition. A player having played for one team in a Scottish Cup competition, and subsequently transferring, will be deemed "Cup Tied" and cannot play for any other Club in the same Scottish Cup competition. A registered player may however play for another Club in another Scottish Cup competition where there is no conflict of interest but 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 and any relevant registration fees are paid as details in Section 1 Article 2.1. 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.

4.19. Scottish Wheelchair Cup is open to all **basketballscotland** registered clubs. Clubs may not register BWB named 1st team players for the Scottish Cup.

4.20. Coaches must hold an active basketball coaching qualification recognised by **basketballscotland** to coach in all competitions.

4.20.1.

Minimum Active Coaching Qualification Requirements

Assistant Coach: Level 1 (basketballscotland , Basketball England, Basketball Wales, BWB or UKCC)

Head Coach: Level 2 (basketballscotland , Basketball England, Basketball Wales, BWB or UKCC)
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International qualifications will be considered on a case by case basis

4.21. Coaches of youth teams, competing in any youth competitions led or supported by **basketballscotland**, must hold a valid, up to date, PVG (Protecting Vulnerable Groups) Certificate which allows them to coach children. The PVG check/process must be completed through **basketballscotland** to be eligible to coach these age categories.

4.21.1. Those coaches who do not hold the relevant documentation they will be deemed ineligible to participate.

4.21.1.1. This will also incur the following penalty; default of any games where the coach was in place 20-0 and the Club will be fined under Section 4 Art. 9.1.12

4.21.1.2. Further breach of this regulation may include suspension of coaching licence and/or **basketballscotland** membership.

4.22. Classification of Wheelchair basketball Teams and Status of Female, Male, U19, and Able-Bodied Players

4.22.1. Players in the 'SBC Wheelchair League & Play-Off Finals' must be classified in accordance with IWBF Official Wheelchair Basketball Rules (version 2, effective January 2016), with the exception of able-bodied players.

4.22.2. All able-bodied players, Male, Female and Junior, will be classified at a mandatory 5 points. Only one 5 point player permitted on court at any one time. The status of able-bodied players will be reviewed annually by **basketballscotland**.

4.22.3. Players who are in the process of applying for 4.5 under the Minimal Disability guidelines, shall be assigned a 4.5 UR (under review), which permits them to play in the 'SBC Competitions'.

4.22.4. Any player who has their classification changed during the season by a classification panel or Regional Classifier must play to their old classification until such time as email notification from **basketballscotland** has been received by the club.

4.22.5. All new players classified by their club at class 3.5, 4.0 or 4.5 must be approved by **basketballscotland's** Regional Classifier. Please note that medical evidence is required for all new players being proposed at class 3.5, 4.0 and 4.5. The only exception to this rule is if the player is a lower limb amputee.

4.23. SBC Wheelchair Competitions – Classification

4.23.1. 'SBC Wheelchair' League, Play-Off Finals, and Cup Competitions, will be subject to a team player classification total of 16.0 points. Concessionary increases are capped at 18.5 points.

4.23.2. Concessions:

4.23.2.1. For Female players of any age, 1.5 points is added to the team's classification total for each Female player on court

4.23.3. For Male U19 players excluding 5 point players, (under the age of 18 at midnight on 31st December in the current playing season), 1.0 point is added to the team's classification total for each U18 player on court.

5. Fixtures

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

5.2. **basketballscotland** will establish dates during which the games must be scheduled.

5.2.1. All games will tip-off by 9.00pm on Saturday or 6.00 pm* on Sundays, Friday games will tip off between 6.30pm and 9.00pm.

5.2.2. Midweek games (Monday-Thursday) will tip off between 6.30pm and 9.00pm.

5.2.3. Any tip off times outwith 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**.

5.2.4. Youth teams are not required to accept a tip-off time which has them return home (under normal travel conditions) later than Midnight. Should both teams agree **basketballscotland** may allow the game to take place.

5.2.5. It is recommended all level of games do not tip after 8:30pm unless absolutely necessary due to venue restrictions/number of games taking place back to back.

5.2.6. Clubs MUST arrange fixtures so games take place no more than 10 days either side of the date published by **basketballscotland** in the initial fixture list and where possible they should take place on the designated Weekend or Midweek.

5.2.7. Individual Teams will be allowed to request no more than two extensions to this window in agreement with the opposition and only where the request is prior to the start of the season, supported by a proposed date and with the agreement of **basketballscotland**.

5.2.7.1.1. For games in December and January, 21st December-5th January will not be included within the 10 days

5.3. **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 or submit fixtures by the communicated date may prejudice the offending team's entry and will attract a fine as per the relevant Regulations referring to fines. Once the resulting Fixtures Lists have been approved matches may only be re-arranged in exceptional circumstances (see 5.6) and with the approval of the Competitions and Officiating Manager.

5.4. 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 fixtures must be confirmed within the timescale set by **basketballscotland** at the fixtures meeting.

- 5.5. In all Premier/Division 1 Matches a Team must have a minimum of 8 players ready to play at the scheduled tip off time.
 - 5.5.1. Any breach of this Regulation shall result in the imposition of a fixed penalty in accordance with Regulation 9.1.18 & 9.1.19
 - 5.5.2. All Participants listed on the Scoresheet at the start of the Match must be present at the end of the Match (unless disqualified or taken to hospital etc). Participants are prohibited from leaving part way through a Match in order to attend and/or participate in another Match.
 - 5.5.3. Senior aged players who are coaches of youth teams are permitted to leave a fixture to coach a premier/division 1 league fixture in a youth age category but only where the squad numbers remain above 8.
 - 5.5.4. A Club is required to participate in any Competition it is entered into to the best of its ability.
 - 5.5.5. For Division 2 and Below must have minimum of 7 players must be used in each match. In the first instance of attendance with less than 7 players, it will result in a meeting with a member of **basketballscotland** staff to assess why the situation arose. Outcomes may include a 20-0 default however if this is the case any standing points for a loss will be credited to the team on completion of the game. The Club may request review of the decision made by the **basketballscotland** staff under Section 5 Level 1 of the appeals and review document
 - 5.5.6. Any further Failure to meet with criteria will result in a fine of £20.00 for each incident and again may result in a 20-0 result being awarded against the offending team.
 - 5.5.7. Advanced notification (more than 72 hours) to **basketballscotland** via the Competitions and Officiating Manager in regard to, attending a game with fewer than 7 players will be considered on a case by case basis and if approved will result in any game score standing and no fines being issued. The Club may request review of the decision made by the **basketballscotland** staff under Section 5 Level 1 of the appeals and review document.
- 5.6. The following circumstances would be accepted as grounds for postponement:
 - 5.6.1. 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.
 - 5.6.2. Playing facilities not available - Written confirmation from facility manager required.
 - 5.6.3. Adverse weather- Ratified by **basketballscotland** in conjunction with met office reports and police traffic advice.
 - 5.6.4. Mutual agreement by the Clubs a minimum of 14 days prior to the fixture. This will be limited to two changes per Club per season.
 - 5.6.5. 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.
 - 5.6.6. Three or more players who due to short term ill health are unable to play provided they can produce relevant evidence to confirm this. i.e. Doctor's certificate or confirmation of non-attendance at school due to the illness.
 - 5.6.6.1. Any Club postponing a game with less than 5 working days' notice under 5.6.6 will NOT incur a fine but will be liable to cover any costs incurred by the affected opposition Club with respect to venue hire, travel costs and Match Officials fees and expenses
- 5.7. The following procedure must be adopted by Clubs when postponing a fixture: -
 - 5.7.1. The postponing Club must contact the Competitions and Officiating 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 Officiating 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.
- 5.8. In the event of postponement required for any other circumstances, contact must be made with the Competitions and Officiating 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 £200.00 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
- 5.9. 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 two of these must be a weekend date i.e. from 12.00 noon on Saturday until 4.30pm on Sunday. **basketballscotland** must be copied into all correspondence between the 2 competing Clubs.
- 5.10. 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 Officiating 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.
- 5.11. 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 league points
- 5.12. In the event of neither Club being responsible for a defaulted fixture the Competitions and Officiating 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.
- 5.13. A Club which defaults a fixture on the day the fixture is scheduled to be played will incur a £200 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.
- 5.14. Promotion and relegation will be at the discretion of the Executive Board.
- 5.15. Details of the format of end of season play-off competition and cost per game fees attached 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.

- 5.16. 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.
- 5.16.1. Men:
- 5.16.1.1. Senior - open to teams from all affiliated Clubs
- 5.16.1.2. Chairman's - open to teams not competing in any other SBC League competition from any affiliated Clubs. Such teams will not be permitted to utilise any players playing in any SBC League or subsequent Play-offs. These entered teams will be permitted to enter either or both the Senior Cup and the Chairman's Cup.
- 5.16.1.3. 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)
- 5.16.1.4. 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)
- 5.16.2. Women:
- 5.16.2.1. Senior- open to teams from all affiliated Clubs
- 5.16.2.2. Chairman's - open to teams not competing in any other SBC League competition from any affiliated Clubs. Such teams will not be permitted to utilise any players playing in any SBC League or subsequent Play-offs. These entered teams will be permitted to enter either or both the Senior Cup and the Chairman's Cup.
- 5.16.2.3. 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)
- 5.16.2.4. 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)
- 5.16.3. Wheelchair:
- 5.16.3.1. Senior - open to teams from all affiliated Clubs
- 5.17. The promotion of each cup competitions is dependent upon the number of applications for entry received.
- 5.18. **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.
- 5.19. Scottish Cup and Chairman's cup competitions will normally be played on a knock-out basis, but alternative systems may be considered by **basketballscotland**.
- 5.20. For youth competitions. On receiving the draws the home team (the first named team) shall contact their opponents and be prepared to offer up to 3 dates. If teams are from different Regions two of these must be a weekend date i.e. from 10.00am on Saturday until 4.30 pm on Sunday, Regulation 5.2 and subsections still applies
- 5.20.1. 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**.
- 5.21. Senior Cup and Play-Off games must be arranged within the following window.
- 5.21.1. Senior Men Last 16 - Top half of the Draw- Friday 19:20-20:40 or Midweek 19:30-21:00
- 5.21.2. Senior Men Last 16 - Bottom half of the Draw- Saturday 14:00-16:00 or Midweek 19:30-21:00
- 5.21.3. Senior Men Quarter finals- Top half of the Draw- Friday 19:20-20:40
- 5.21.4. Senior Men Quarter finals- Bottom half of the Draw- Saturday 13:00-16:00
- 5.21.5. Senior Men Semi-finals- Friday 19:20-20:40
- 5.21.6. Senior Women Last 16 - Top half of the Draw- Saturday 11:00-13:00 or Midweek 19:30-21:00
- 5.21.7. Senior Women Last 16 - Bottom half of the Draw- Sunday 13:00-16:00 or Midweek 19:30-21:00
- 5.21.8. Senior Women Quarter finals- Top half of the Draw- Sunday 11:00-14:00
- 5.21.9. Senior Women Quarter finals- Bottom half of the Draw- Sunday 15:00-18:00
- 5.21.10. Senior Women Semi-finals- Sunday 13:00-16:00
- 5.21.11. A special request may be made in agreement with both clubs under exceptional circumstances to play outwith these windows, this must be done no less than two weeks prior to the Friday of the scheduled cup round weekend.
- 5.21.12. Special circumstances will be considered where the Home Club's regular playing slot falls outside these times and/or days.
- 5.21.13. The visiting team shall accept the date offered by the home team if it is within this window. If the visiting team has not heard from their opponents within 72 hours of receiving the draw they MUST contact their opponents and **basketballscotland**.
- 5.22. Any agreement by both Clubs and **basketballscotland** shall supersede Section 4, Articles 5.20 & 5.21 and their subsections, and may only be changed for reasons detailed in Section 4, Articles 5.6- 5.13
- 5.23. If the teams cannot agree on a mutual date then the match dates will be set by **basketballscotland** for that round of the competition. Any decision in regard to date, venue or tip time made by **basketballscotland** is non-appealable.
- 5.24. 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.
- 5.25. In all cup ties the home Club shall arrange for the display of material supplied by the Scottish Cup sponsor where applicable.
- 5.26. Failure to comply with the above will result in a fine being levied against the Club under the relevant competition regulations referring to fines
- 5.27. A Club which defaults a fixture on the day the fixture is scheduled to be played, will incur a £200 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.
- 5.28. **basketballscotland** shall be responsible for the organisation of all Finals.

6. League positions

- 6.1. League positions shall be determined by awarding 2 points for a win, one point for a loss and zero points for a conceded tie.

6.2. 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:

6.2.1. 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 or more teams involved in the following order;

6.2.1.1. [win-loss] classification will be used first.

6.2.1.2. 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)

6.2.2. If teams cannot be separated after using 6.2.1.1 and 6.2.1.2 the following classification methods will be used.

6.2.2.1.1. For play-off placing and final league positions (except in the circumstance of league title decisions where end of season play-offs do not exist). If position is not been determined after 6.2.1.2. 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

6.2.2.1.2. If teams still cannot be separated lots will be draw to determine league placings

6.2.2.1.3. In the case of league title position a League title play-off game/s will take place should 6.2.2.1.1 not separate the teams

6.2.3. The format and date(s) of any League title play-off if required will be decided by **basketballscotland**.

6.2.4. Promotion/Relegation

6.2.4.1. Seniors

6.2.4.1.1. Where a lower league did not exist in the preceding season and spaces are limited for the forthcoming season the bottom two teams will be subject review and if required to a play-off with potential entrants.

6.2.4.1.2. Where a lower division already exists, the bottom team will automatically be relegated.

6.2.4.1.3. The second bottom team will be required to play in a promotion relegation play-off with the second placed team in the lower division.

6.2.4.1.4. "Second teams" cannot be promoted and this supersedes the aforementioned articles.

6.2.4.1.4.1. Where the lower division's winner is a "second team" there will be no automatic relegation however a play-off is required with any first team placed 3rd or higher where they wish to be considered for promotion.

6.2.4.2. Youth Division 1

6.2.4.2.1. All articles that relate to seniors also relate to Youth Division 1 with the following additions.

6.2.4.2.2. All Promotion/Relegation Play-offs will take place using only those players eligible for the forthcoming season. Dates for these play-off games will be decided by **basketballscotland** in discussion with the Clubs involved. **basketballscotland** will arrange the play-off game in communication with the teams with the costs of venue, and officials being split between the two Clubs.

6.2.4.2.3. Should a team not wish to be promoted from Division 2 or a Team in Division 1 wishes to step down into Division 2 additional promotion/relegation will be looked at on a case by case basis.

6.2.4.2.4. Winning the Division 2 Play-offs does not automatically allow promotion. This is still subject to review by **basketballscotland**. The Club may request review of the decision made by the club services team under article (insert correct number) of the appeals and review document.

6.2.4.3. Youth Division 2 and National Development leagues

6.2.4.3.1. There will be no promotion/relegation from the NDL based on final standings.

6.2.4.3.2. The bottom two teams from Division 2 will automatically be subject to review and may be replaced by NDL teams as reviewed and decided by **basketballscotland** in conjunction with the relevant Clubs. This may include a Promotion/Relegation Play-off.

6.2.4.3.3. **basketballscotland** reserve the right to review all and any teams competing in Division 2 where they deem is necessary. These teams may be directly replaced by NDL teams or be subject to a play-off where appropriate as decided by **basketballscotland** in conjunction with the relevant Clubs.

6.2.4.3.4. All Play-offs will take place using only those players eligible for the forthcoming season. Dates for these play-off games will be decided by **basketballscotland** in discussion with the Clubs involved.

6.2.4.3.5. "Second teams" cannot be promoted to a league in which the Club already have a team competing and this supersedes the aforementioned articles.

6.2.4.3.6. Should a team not wish to be promoted from NDL or a Team in Division 2 wishes to step down into NDL additional "promotion/relegation" will be looked at on a case by case basis.

6.2.4.4. In the cases of all leagues and age categories any further information regarding promotion/relegation sent prior to the start of the season supersedes all previous articles.

7. Uniforms

7.1. Teams will comply with FIBA Regulations Article 4.3 and its sub-sections in regard to uniforms.

7.2. Each team will have 2 complete contrasting uniforms, one of which will be light.

7.3. The light uniform will normally be used by the home team.

7.4. Playing colours will be specified at the beginning of the season.

7.4.1. Uniforms cannot be predominantly Orange

7.5. Teams must have tops clearly numbered back and front as per FIBA/IWBF Regulations and may use numbers 0 or 00 and from 1-99

7.6. It is compulsory for all substitutes (players off court) to wear warm up tops or t shirts over their strip when not on court.

7.7. Kits must be worn correctly as supplied

7.7.1. Shirts tucked in

7.7.2. The legs of shorts are not to be rolled up or tucked in to undergarments

- 7.7.3. The shorts must end above the knee.
- 7.7.4. All numbers on shirts must be fully visible front and back
- 7.7.4.1. Shoulder of shirts may not be tucked in to undergarments or pinned with additional tape etc.

8. Facilities

- 8.1. All venues must be passed as suitable for the promotion of competition basketball by **basketballscotland**. Appendix B
- 8.2. 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.
- 8.3. Table equipment must comply with the regulations contained in the FIBA/IWBF 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).
- 8.4. A 24 second-device with the function to reset to 14 seconds during live play and visible to players and spectators, must be provided at all competition matches.
 - 8.4.1. Chairman's Cup Matches require them only from Quarter Final stage onwards, however, they are recommended for all games.
- 8.5. An approved Molten Match Ball, size 7 (GGX7) must be used in all Men's matches and an approved Molten Match Ball, size 6 (GGX6) must be used in all Women's matches.
- 8.6. 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.
- 8.7. The home Club must supply a towel or mop and a person not involved in the game to wipe the floor at the request of the officials to ensure a safe playing surface. Those people deemed to be involved in the game for the clarity of this regulation are as follows, any individual named on the scoresheet, including all officials. Failure to do so will result in a fine under 9.1.10
- 8.8. 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.
- 8.9. The home Club shall arrange for the display of material supplied by any Scottish League Sponsor and/or **basketballscotland**
- 8.10. Failure to comply with any of the above will result in a fine being levied against the Club under the relevant competition regulations referring to fines
- 8.11. **Gate Receipts**
 - 8.11.1. The home team shall retain all gate receipts for League matches and all Cup matches up to and including the Semi Finals.
 - 8.11.2. **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 for the athletes.

9. Fines

- 9.1. Under noted are the fines, which will be levied for contravention of the Regulations:
 - 9.1.1. Failure to submit all fixtures for approval by the deadline date £50.00
 - 9.1.2. Failure to produce an Official Player List £30.00
 - 9.1.3. Failure to provide suitable match ball £15.00
 - 9.1.4. Failure to provide adequate table and scoring equipment £15.00
 - 9.1.5. Failure to provide appropriately qualified* table officials (per official) £15.00
 - 9.1.6. Failure to wear matching/appropriate uniforms inc. Socks (1 strip) £15.00
 - 9.1.7. Failure to wear matching/appropriate uniforms inc. Socks (>1 strip) £30.00
 - 9.1.8. Failure to submit results by deadline £15.00
 - 9.1.9. Failure to display sponsor's branding £15.00
 - 9.1.10. Failure to supply floor mopping provision £15.00
 - 9.1.11. Participation of an unregistered/ineligible player (per player) £30.00
 - 9.1.12. Participation of unregistered/ineligible coach (per coach) £30.00
 - 9.1.13. Participation of a player under an alternate name £150.00
 - 9.1.14. Participation of an under qualified but registered coach £15.00
 - 9.1.15. Non-Completion of Fixture Schedule (per match) £50.00
 - 9.1.16. Postponing a fixture with less than 5 working days' notice £200.00
 - 9.1.17. Failure to submit video footage in the time scales stipulated £20.00
 - 9.1.18. Attendance of a Division 1 youth game with fewer than 8 players £20.00
 - 9.1.19. Attendance of a Division 1 senior game with fewer than 8 players £40.00
 - 9.1.20. Failure to display code of conduct and spectator behaviour materials £30.00

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

ALL 3 table officials MUST be qualified at the appropriate level and registered with the **basketballscotland**. (Also see **15.11** & sub-sections)

- 9.2. Fines will be published in a competitions Bulletin or online on the main website
- 9.3. Repeated breach of regulations
 - 9.3.1. 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 9.1.15 and 9.1.16

9.3.2. 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 Officiating Manager that adequate measures have been taken to ensure that the breach will not reoccur.

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

9.3.4. The enforcement of Regs 9.3 can only be made if a Club has received prior notification in writing of each breach of any regulation(s) and associated fine(s).

10. Fines – Appeals System

10.1. See Section 5 Level 0

11. Playing Rules and Pre-game regulations

11.1. 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 Referee 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.

11.2. The game promoter may not be a participant within the match.

11.3. The game promoter will be responsible for the following:

11.3.1. All areas outwith the playing court, including entrances, exits, hallways, dressing rooms, etc., in conjunction with the venue staff and public order enforcement officers

11.3.2. 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.

11.3.3. Ensuring that any supplied **basketballscotland** materials in regard to code of conduct and spectator behaviour are suitably displayed.

11.3.4. Making themselves known to the match officials a minimum of 20 minutes prior to the start of the game.

11.3.5. Ensuring any disqualified participants of the match are escorted to the relevant changing rooms.

11.3.6. Ensuring that spectators comply with the **basketballscotland** code of conduct.

11.3.7. Ensuring floor moping provision is in place as per 8.7

11.3.8. Checking individuals have the appropriate paperwork to capture images.

11.4. 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.

11.5. The pre-game meeting will be convened, where required, by the commissioner/senior referee 20 minutes prior to the scheduled starting time.

11.6. The participants at the pre-game meeting should assemble at or near the scorer's table. The referee 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.

11.7. 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.

11.8. 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.

11.9. 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.

11.10. 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.

11.11. At all Play-off and Cup Final events bench personnel must be dressed in smart clothing. Tracksuits bottoms and ripped 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. An approved list will be sent before major events of acceptable attire

11.12. Division 1 Specific Regulations

11.12.1. Under 16 age categories - Zone defence is NOT permitted during the first three quarters of the game this includes zone press.

11.12.1.1. Continued used of zone defence during these stipulated periods will result in a warning followed by a Technical foul being issued to the bench marked as a 'C' on the scoresheet.

11.13. Division 2 and below Specific Regulations

11.13.1. A minimum of 7 players must be used in each match. Failure to do so will be dealt with under 5.5.5

11.13.2. Under 16 age categories -Zone defence is NOT permitted during the entire game this includes zone press.

11.13.3. Under 18 age categories - Zone defence is NOT permitted during the first three quarters of the game this includes zone press.

11.13.3.1. Continued used of zone defence during these stipulated periods will result in a warning followed by a Technical foul being issued to the bench marked as a 'C' on the scoresheet

11.13.3.2. The warning and the subsequent request for the referee to issue a Technical foul may be made by the tournament commissioner as appointed by **basketballscotland**.

11.13.4. It is recommended if a team has a 20 point lead, that a maximum of three players from the starting five can be on the court at any one time. A fourth and/or fifth starter can only be added again if the lead drops below 10.

11.13.4.1. This is based on the team starting close to, if not their strongest 5, and is to encourage a more competitive environment.

11.13.4.2. Please use a development and player focused approach in regard to applying 11.13.4

11.13.5. On a jump ball situation, rather than change possession it remains with the losing team if the points differential is 20 or more.

11.13.6. Those players who were part of the U15 or U16 National Squad in the previous season are NOT permitted to play in U16 Division 2 where Clubs also have Teams playing in Division 1.

- 11.13.7. Those players who were part of the U16 or U18 National Squad in the previous season are NOT permitted to play in U18 Division 2 where Clubs also have Teams playing in Division 1.
- 11.13.8. Clubs with teams in both Division 1 and 2 must submit an embargo list which must include but may not be limited to the players from section 11.13.6 or 11.13.7 prior to the start of the season.
- 11.13.9. **basketballscotland** competitions department reserve the right to amend this list up to and including the last Friday in January of the current season.
- 11.13.10. All other players may play in both Division 1 and 2 as required. However, any other matches (regardless of age group) scheduled on any specific day of competition is not grounds for postponement.
- 11.13.11. There will be no promotion from Division 2 for "second" teams.
- 11.13.12. If The Club's "first team" are relegated and there are a limited number of entry spaces in the league below, the "second" team must give up their entry to Division 2 for the following year.
- 11.13.13. Where a Club has two teams competing in the same league, all players not on the embargo list must be assigned specifically to either team 'A' or team 'B' and cannot be transferred from one team to another without written request to **basketballscotland** a minimum of 5 days prior to competition.
- 11.13.14. Where players have competed for a Division 1 side, players competing in Division 2 must have played in no less than 40% of the Division 2 fixtures to be eligible to take part in the Division 2 Play-Offs. Playing is recognised as having taken part in the game not just named on the scoresheet.

12. Post-game

- 12.1. The white copy of the official scoresheet shall be forwarded by the referee along with the game report form and a copy of the match programme to **basketballscotland** within 24 hours of the game being played.
- 12.2. The promoter or designated Club Official shall be responsible for:
- 12.2.1. Notifying the result of the match via the results submission Text service method immediately after the game (contact details to be provided by **basketballscotland** prior to start of season).
- 12.2.1.1. Games which take on Friday/Saturday/Sunday will be submitted no later than 9am Monday
- 12.2.1.2. Games which take place Monday-Thursday will be submitted no more than 24 hours following the game tipping.
- 12.2.1.3. Failure to adhere to this will invoke a fine under 9.1.8
- 12.2.2. Liaising, where appropriate, to ensure local print media coverage is secured.
- 12.2.3. Forwarding copies of any subsequent local print media coverage to **basketballscotland**.
- 12.3. 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 referees otherwise a claim for a refreshment allowance will be made by the officials to the home Club see Reg (15.15 & 15.16)

13. Game Disputes and Protests

- 13.1. Any disputes or protest specifically regarding game disputes 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.
- 13.2. Copies of the written report must be sent at the same time to the opposing team secretary and the game officials.
- 13.3. Under no circumstances can a result be protested on the judgement of match officials.
- 13.4. Any submission not meeting with the above criteria will be deemed invalid and dismissed without review.
- 13.5. On receipt, the documentation will be considered by the Competitions and Officiating Manager and a decision communicated back to all parties within 3 working days.
- 13.6. **For appeals process refer to Section 5 Level 1**

14. 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 1A (contacting the Referee in an inappropriate manner)	8+ 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

14.1. The Disciplinary Panel, as appointed by the Chief Executive Officer, is solely responsible for all disciplinary matters. The Panel shall be made up of a maximum of six members with a minimum of three dealing with each case. The Chairman of this Panel will be the primary line of communication between **basketballscotland** and the Panel. In the case of his/her absence they shall appoint a member of the Panel to act on his/her behalf.

14.2. 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(s) disqualified do not have to be named on the scoresheet and can include physiotherapists, doctors, statisticians and any team supporters as well as players and coaches. As per FIBA/IWBF Rules article 47.8 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. Following the signing of the scoresheet any matters occurring will be dealt with under the code of conduct and complaints and disputes section of **basketballscotland's** general regulations.

14.3. Referees have the authority to issue a disqualifying foul to any individual during the period 20 minutes prior to the game commencing until the scoresheet is signed by the referee. If there is no playing time left it will be marked on the scoresheet as a D but no in game penalties shall be awarded all other sanctions shall stand and 14.9 and its sub-sections shall be followed.

14.4. A player, coach, or named individual on the scoresheet who is issued with a disqualifying foul under article 38 or 39 of the FIBA/IWBF 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.

14.5. Where a player, coach, or named individual on the scoresheet is disqualified from the game under FIBA/IWBF article 36 or 37, the disqualification is for the game only and no additional penalty for the disqualification shall be administered. However incidents will be recorded and repeat offenders will be subject to the following sanctions.

14.5.1. Two "Game Disqualifications" in consecutive games will result in an automatic 1 game ban, at the level/s at which the game disqualifications took place.

14.5.2. Three "Game Disqualifications (GD)" regardless of the number of games between incidents will result in an automatic 1 game ban at the level/s at which the game disqualifications took place.

14.5.2.1. Example 1. 2 x GD at Senior Level = 1 game ban at senior level only

14.5.2.2. Example 2. 1 x GD at Senior Level and 1 GD at Under 18 level (as a coach or player)= 1 game ban at senior level and 1 game ban at Under 18 level.

14.5.3. Following the initial ban under article 14.5.1 or 14.5.2

14.5.3.1. An individual Game disqualified under article 14.5.1 for a second time will result in an automatic 2 game ban, at the level/s at which the game disqualifications took place.

14.5.3.2. Any individual who reaches an overall total of five (5) "Game Disqualifications (GD)" during a season regardless of the number of games between incidents will result in an automatic 2 game ban at the level/s at which the game disqualifications took place in addition to any penalties already served under article 14.5.1, 14.5.2. or 14.5.3.1

14.5.4. The Penalties stated in article 14.5 are non-Appealable. Clubs will be informed of the dates on which the suspension will be served on receipt of the officials' match report. These games will be the next available games in the fixture list. Should there be additional games over the weekend prior to the suspension letter being issued the individual may compete.

14.5.5. If individuals choose not to participate in games prior to suspensions being communicated that it their own decision and will not be taken into account when issuing a suspension.

14.6. In circumstances of mistaken identity during fight or bench clearance situations, appeals may be considered. This includes sanctions imposed by regulation 14.4. 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.

14.7. The Automatic ban, referred to in regulations 14.4 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 following the weekend of disqualification. However it is the responsibility of Club Secretaries to ensure participants are not involved in games the ban relates to.

14.8. 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 Panel 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.

14.9. In the event of a player, coach, team member or follower being disqualified or expelled from a match under FIBA/IWBF articles 38 or 39 the matter will automatically be considered by the **basketballscotland** Disciplinary Panel.

14.9.1. Each Match Official shall submit a written report on the matter to the **basketballscotland** Competition and Events Manager by 12.00 Noon of the Tuesday following the incident.

14.9.2. Each Club and any individual may submit written reports and/or video evidence if they so choose. These must be with the **basketballscotland** Competition and Events Manager by 12.00 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.

14.9.3. **basketballscotland** may submit the video evidence from the footage required to be submitted by the Clubs

14.9.4. The Disciplinary and Appeal Panels shall discuss all cases individually and make decisions as appropriate on the Wednesday evening after the incident.

14.10. The Normal Process for the Disciplinary Panel and any subsequent appeal will be as follows.

14.10.1. The Disciplinary Panel will be informed of any disciplinary incidents via e-mail on the receipt of the officials' report.

14.10.2. Reports in writing received from officials, any available video evidence and evidence submitted by Clubs and/or individuals involved in the incident will be submitted to the Disciplinary Panel immediately after the final 12.00 Noon deadline.

14.11. The Panel shall communicate on all disciplinary matters on Wednesday evenings as required. The Panel shall not convene if there are no outstanding matters. The Panel will discuss each case on an individual basis and decide which Category of Offence they feel has been committed, and to determine the appropriate level of punishment for each offence in line with the list of punishments contained in the general overview of this section.

14.12. The panel must review all evidence submitted and also take into account the player's previous disciplinary record on file.

14.13. The panel should also be aware of sanctions imposed in previous similar cases when categorising and setting the level of punishment within the category.

14.14. The decision of the group will be communicated via e-mail to the appropriate Club Secretary by 12.00 Noon of the Thursday immediately after the meeting. Clubs shall be provided on request, with the referee reports and any other relevant documents viewed by the Panel.

14.15. Clubs have 24 hours to advise **basketballscotland** if they wish to accept or appeal the decision made by the Panel. The Club must communicate this decision to **basketballscotland** by 12.00 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.

14.16. If Clubs accept the decision of the Disciplinary Panel, the punishment will take effect immediately after the deadline (12.00 Noon on the Friday after any decision) and Clubs shall have confirmation of punishment details provided via e-mail.

14.17. For appeal of decision of the disciplinary panel see section 5 Level 2

14.18. Penalties imposed by the Disciplinary and Appeals Panels against a player, coach or team official/member relate to all levels the participant is eligible to participate in, i.e. an 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 14.7 is implemented and communicated to the Club this may not apply.

14.19. Where suspensions carry forward into the next season. The Disciplinary Panel will allocate fixtures in which the suspension will be served 10 days after the pre-season fixtures meeting has taken place.

14.20. 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 Panel if this is a continual occurrence.

14.21. 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.

14.22. 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 Panel, or where the referee or commissioner feels that they may have an effect on the game.

14.23. 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).

14.24. 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 Panel will allocate another fixture in which the suspension will be served.

14.25. All disciplinary records are kept on record for two years from the date of the incident, unless otherwise stated by the Disciplinary or Appeals Panel. 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.

15. Officials

15.1. Under normal circumstances, a minimum two referees, who must be registered with **basketballscotland** for the current season, will be appointed by **basketballscotland** to each match.

15.2. A minimum of 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)

15.3. At least one match official of level 2 or above for all non-premier/division 2 or below, matches.

15.4. Where 15.2 or 15.3 is not possible the game shall be postponed.

15.5. For all Division 2 competition in youth National Leagues, teams may appoint one development referee to officiate home games. The development referee must meet the following criteria or they will be deemed ineligible and the game will be declared forfeit.

15.5.1. Must be registered and qualified with a minimum of a level 1 qualification or be currently registered to complete their level 1 qualification.

15.5.2. Must have an independent, registered & experienced (at least 2 years experience and has officiated games in the previous season) co-official 18 years old or over.

15.5.3. No siblings/family taking part in fixture.

15.5.4. Is not registered to participate in the same competition.

15.6. Development referees should be paid in line with the regulations

15.7. The competitions department reserve the right to restrict any level 1 referee from officiating in any future fixtures if they are not deemed to be meeting the required standard.

15.8. Where this is not possible the game shall be postponed.

15.9.

Referee Mechanics to be used for National Competitions	Cup rounds before Semi Finals	Cup rounds Semi-Finals & Final	National League	Play-offs	Chairman's Cup
Senior	2 Person Only	3 Person	2 or 3 Person	3 Person	2 Person Only
Youth	2 Person Only	TBC	2 or 3 Person	U18 Men Final 4's- 3 Person All Other Games -2 Person only	N/A

15.10. Table Officials, Scorer, Timer and Shot Clock Operator, shall be provided by the home team.

15.10.1. All Table Officials must be qualified and registered with **basketballscotland** for the current season as per the requirements detailed in this section.

15.10.2. A full complement of tables officials (3) must be supplied (scorer, Timer and 24' Operator) unless otherwise stated within the requirements.

15.10.3. Table Officials will not use mobile phones for any purpose during games.

15.10.4. Table officials are required to notify the referee if an "Official Player List" is not submitted or individuals are missing from the list.

15.10.5. Registration numbers may only be added to the Scoresheet from an Official Player List otherwise the relevant box should remain blank.

15.11. For season 2017-18 the following criteria will apply:

Minimum Table Official Points requirements	Cup rounds before Semi Finals	Cup rounds Semi-Finals & Final	National League	Play-offs	Division 2 and below
Senior	5	7	6	7	5
Under 18	4	6	5	6	4
Under 16	4	6	4	6	4
Chairman's Cup *Only Where Shot Clocks are being used. See regulation 8.4.1	4* or 3 where shot clock are not used	6	N/A	N/A	N/A
Level of Qualification	Points accredited				
Level 3 - Table Official	3				
Level 2 - Table Official	2				
Level 1 - Table Official*	1				

*Must complete game as Scorer or Timer

15.11.1. All Officials must be qualified.

15.11.2. First Instance of a Club failing to adhere to the above will result in a meeting with a member of the Club Services team to assess why the situation arose.

15.11.3. Additional instances of a Club failing to adhere to the above will be fined £10 per point short of the required total. There will also be a further meeting with the Club Services team.

15.11.4. Instances of a Club using non-qualified Table officials will be fined an additional £10 per individual. There will also be a meeting with the Club Services team.

15.11.5. Games which take place with 3 or more points short of the required total will be defaulted in favour of the opposition however a losing point will be accredited to the team. All above penalties will still apply

15.11.6. Continual breach of these rules may result in fines being increased. If this threshold is reached it will be clearly communicated to the Club.

15.12. The following fees shall apply for season 2018-19 -

	Wheelchair Basketball League	Senior Men Div 1 League & Cup	Senior Women League & Cup & Senior Men Div 2	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
Referees (2PO)	20.00	31.00	27.00	20.00	20.00	25.00
Referees (3PO)	20.00 *(15.00)	31.00 *(15.00)	27.00 *(13.00)	20.00 *(10.00)	20.00 *(10.00)	N/A
Level 1 Table Officials**	N/A	N/A	N/A	5.00	5.00	5.00
Level 2 Table Officials**	10.00	10.00	10.00	8.00	8.00	8.00
Level 3 Table Officials**	12.00	12.00	12.00	10.00	10.00	10.00

- Those with 3-person licence to receive full game fee
- Those with development licence to receive bracketed amount.

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

- 15.12.1. 30p per mile travelling by car
 - 15.12.2. Second class return rail fare plus public transport to and from station on production of ticket or receipt.
 - 15.12.3. Bridge toll as appropriate.
 - 15.12.4. 20p per mile travelling by bike
 - 15.12.5. Taxis are not classed as public transport and fares cannot be claimed.
- 15.13. All Officials' fees and expenses shall be paid by the home Club by an agreed means at the Pre-game meeting and dependant on payment method, no later than 48 hours following completion of the game.
- 15.13.1. Where there is a dispute over payment it should be referred to the Competitions and Officiating Manager
 - 15.13.2. The following sanctions will apply for delayed payment
 - 15.13.2.1. First offence -Warning
 - 15.13.2.2. Second Offence -£10.00 fine per official
 - 15.13.2.3. Third Offence -£20.00 fine per official and requirement for all officials to be paid at the pre-game meeting regardless of payment method for the remainder of the season. Failure to do so will result in an automatic forfeit 20-0 and the game shall not take place. The Club will be however still be liable for referees fees and expenses for the forfeited game.
- 15.14. For Cup Ties each team shall be responsible for payment of 50% of referees' fees and expenses, for all rounds up to and including the semi-finals. The total fee will be paid to the referees by the home team at the pre-match meeting and 50% reclaimed from the away team.
- 15.15. 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.
- 15.16. Minimum refreshments to be provided in place of subsistence are:
- 15.16.1. 1 x 500ml bottle water/isotonic drink
 - 15.16.2. 2 x Filled roll or sandwich (meat/cheese/vegetarian)
 - 15.16.3. 1 x piece of fruit (apple/orange/banana/pear)
 - 15.16.4. 1 x chocolate bar or chocolate biscuit.
- 15.17. Where an official has a **basketballscotland** authorised overnight stay, the cost will be split equally over the two or more games
- 15.18. At the end of the season all travelling and accommodation expenses for referees within each league will be equalised.
- 15.19. 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.
- 15.20. For all Scottish Cup and Play-Off Finals, **basketballscotland** will appoint a neutral commissioner.
- 15.21. **Procedure in the event of absence of official(s)**
- 15.21.1. If a referee 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.:
 - 15.21.2. If another suitable qualified referee is at the venue or in the immediate vicinity he/she shall be informed that their services may be required.
 - 15.21.3. If there are no suitable qualified referees available, the officials present, shall declare the game postponed
 - 15.21.4. If it is the referee who has failed to arrive, the umpire shall become the referee, and the substitute official shall be the umpire.

15.21.5. Should both referees 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.

15.21.6. 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.

15.22. Duties of the Commissioner

15.22.1. Where a commissioner is appointed by **basketballscotland** he will be the representative of **basketballscotland** at the game.

15.22.2. 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 referee, 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/IWBF rules concerning the playing of the game. He/she cannot set aside FIBA/IWBF rules on any aspect of the game.

15.22.3. He/she shall ensure that match fees and expenses are paid at the pre-game meeting.

15.22.4. 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.

15.22.5. He/she shall check the Official Player List 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 referee, shall proffer advice or information.

15.22.6. After the match he/she should discuss the event with the promoter and the representative of the visiting team to collate reports.

15.22.7. The commissioner shall convey to **basketballscotland** by completing 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.

15.22.8. 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.

15.22.9. Having completed his/her mandate, he/she shall send direct to **basketballscotland**: -

15.22.9.1. Submit the Game Report Form via the method stipulated by **basketballscotland** at the beginning of the season

15.22.9.2. White copy of scoresheet.

15.23. Duties of the Senior Referee

15.23.1. The referee shall assume the following duties when a commissioner is not appointed: -

15.23.2. He/she will act as **basketballscotland**'s representative at the game.

15.23.3. 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 where appropriate. After consultation with those present at the meeting he/she shall make any decisions necessary, which are not covered by FIBA/IWBF Rules concerning playing of the game.

15.23.4. He/she shall ensure that match fees and expenses are paid at the pre-game meeting.

15.23.5. He/she shall check the Official Player List 20 minutes before the start of the game and record all instances of failure to produce a valid registration for any participant.

15.23.6. After the match he/she should discuss the event with the promoter and the representative of the visiting team to collate reports.

15.23.7. The referee shall convey to **basketballscotland**, by completing the game report form, any information he deems relevant if there is a dispute or protest in respect of the game.

15.23.8. 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.

15.23.9. The referee 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

15.23.10. -Having completed his/her mandate the referee shall send direct to **basketballscotland**: -

15.23.10.1. Submit the Game Report Form via the method stipulated by **basketballscotland** at the beginning of the season

15.23.10.2. White copy of scoresheet

16. Trophies

16.1. A trophy and 15 medals will be presented to the team that wins a competition.

16.2. 15 medals shall be presented to each Team finishing runner-up in a Cup competition.

16.3. Trophies shall remain the property of **basketballscotland**. Trophies will be returned immediately after the presentation to a **basketballscotland** representative.

16.4. **basketballscotland** will arrange to have all trophies suitably engraved prior to presentation of trophies for following season.

17. Sponsorship

17.1. **basketballscotland** encourages Clubs or teams to seek sponsorship in respect of financial assistance and/or equipment.

17.2. Clubs wishing to accept sponsorship must apply to **basketballscotland** for authorisation.

17.3. 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.

- 17.4. Sponsorship will not be permitted from any organisation/body that **basketballscotland** deems to be contrary to the interest of basketball.
- 17.5. 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.
- 17.6. 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**.
- 17.7. No form of sponsorship can be permitted that contravenes the regulations of the IOC or FIBA/IWBF.
- 17.8. Clubs shall work with **basketballscotland** where requested, in the profiling of the team itself and/or an individual for promotional purposes.
- 17.9. Each team winning a competition will make themselves available to be photographed and/or profiled as and when requested by **basketballscotland**.
- 17.10. 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.

18. Television/Video

- 18.1. **basketballscotland** retains all rights to negotiate the broadcasting of competition matches.
- 18.2. Participating teams shall require to conform to television requirements regarding names and advertising.
- 18.3. Teams participating in the following competitions will be required to video their home fixtures and upload to **basketballscotland's** preferred platform no later than 12 noon on the Monday following the game day. Failure to do so will result in a fine under section 4 Art. 9.1.17
 - 18.3.1. Senior Men National League, Cup & Play-Offs
 - 18.3.2. Senior Women National League, Cup & Play-Offs
- 18.4. Individuals will be permitted to film or photograph all competition fixtures under the auspices of **basketballscotland's** Child & Vulnerable Adult Protection Policy & Procedures.
- 18.5. The individual must make themselves known to the hosting Club or relevant **basketballscotland** representative prior to the game starting and must be aware that any captured footage must be supplied in an unedited format to any and all participants including coaches and officials on request.
- 18.6. 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.
- 18.7. Player competing in the NDL may choose to opt in to increased criteria for exposure of footage.
 - 18.7.1. Opting in constitutes the following.
 - 18.7.1.1. The individual through their Club must make it clear they wish to utilise this prior to the game starting to the game to the relevant representative.
 - 18.7.1.2. Games may continue to be captured for educational purposes for all participants.
 - 18.7.1.3. The unedited footage must be supplied to all participants on request.
 - 18.7.1.4. Game may not be "published" on media platforms
 - 18.7.1.5. Private links to share the original footage are permitted but sanctions may be brought against anyone abusing this.
 - 18.7.1.6. Footage which includes images of any individual opting in must be deleted no longer than 4 weeks after capture.
- 18.8. Any Club which experiences further regulations regarding filming at their venue must inform **basketballscotland** of these terms and conditions.

19. Image Rights & Publicity forums

- 19.1. 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.
- 19.2. 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).
- 19.3. 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**.
- 19.4. 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:
 - 19.4.1. The activities do not interfere or conflict with the player's obligations to **basketballscotland**; and
 - 19.4.2. During any preparatory period or competition, the player receives the prior written consent of **basketballscotland**
- 19.5. Registered players, officials, or coaches shall not, unless approved in advance in writing by **basketballscotland**:
 - 19.5.1. Write or "ghost" a column for a newspaper or other publication (including on-line publications); or
 - 19.5.2. 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.

19.6. 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.

19.6.1. Where there is an incident brought to **basketballscotland's** attention the following process will be followed.

19.6.1.1. It will be reviewed by **basketballscotland** and carries a minimum of a 1 game suspended sentence or a minimum of £50.00 fine where the individual is a non-playing member on the Club.

19.6.1.2. Following notification of the ban should the individual or Club wish to appeal they may do so under Section 5 Level 1 of this document.

20. Authority

20.1. The Executive Board of **basketballscotland**, or its nominees, shall have sole responsibility for the interpretation of these regulations.

20.2. Any request to consider a relaxation under exceptional circumstances regarding any of the above regulations contained within Section 4 or consideration for any eligible player lists and or Wheelchair Basketball classifications should be made in writing to the Competitions and Officiating Manager as detailed in the relevant section of the Appeals document Section 5 Art. 1 .

20.2.1. Any decision made by a relevant member of staff in regard to these element is non-appealable.

20.2.2. This request excludes Section 4, Article 14 and Article 19.6.1 and their subsections. Appeals in regard to these Articles are dealt with under Section 5, Level 1 and Level 2.

Section 5 (Appeals Process)

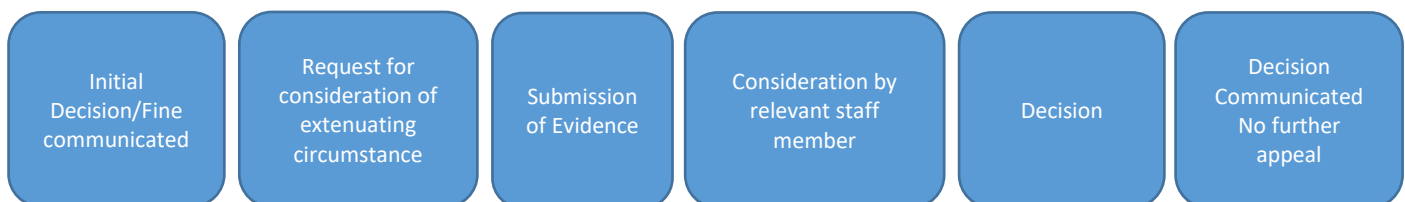
Overview

Purpose: The purpose of the appeal policy is to get decisions right.

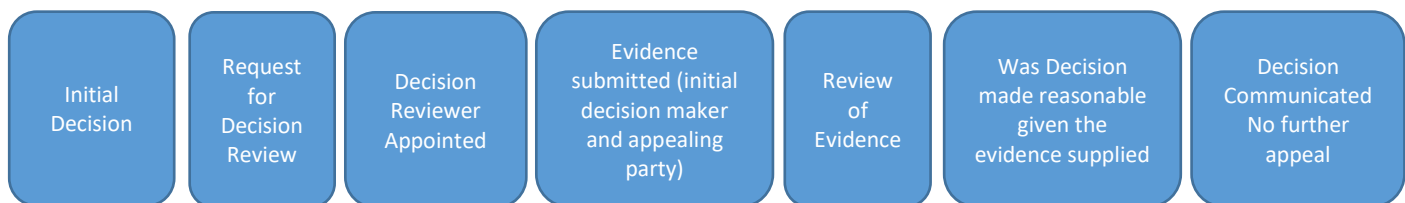
<u>Right of Appeal:</u>	<u>Consideration</u>	<u>Potential outcome</u>
Conflict of Interest	Was decision maker conflicted, were conflicts managed	Return to original process at point where conflict occurred.
Process not followed	Did any deviation from process materially affect decision	Return to original process at point where deviation materially affected decision
New evidence to be considered	Is there new evidence that would materially affect decision	Refer to Original panel
Decision taken is unreasonable	Was the decision taken unreasonable	Review of Outcome

Levels of Appeal: To ensure the appeal is dealt with in an appropriate manner there are different approaches to appeal policy dependant on impact of decision / timeframe available. These are mapped out below to support your understanding of the process.

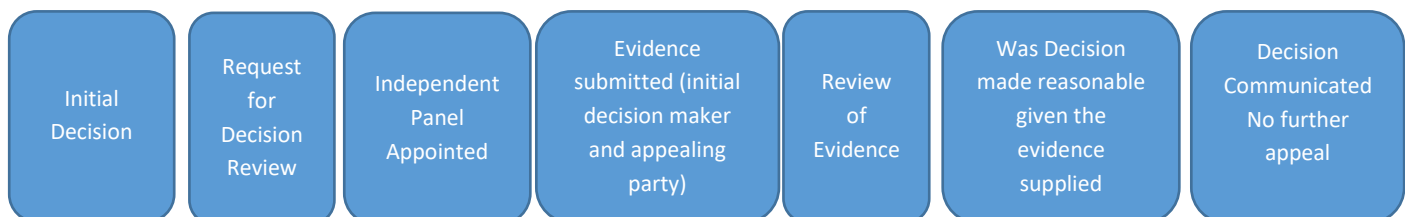
Level 0 CONSIDERATION OF EXTENUATING CIRCUMSTANCES (not considered as a formal appeal) e.g., SBC fines, player eligibility



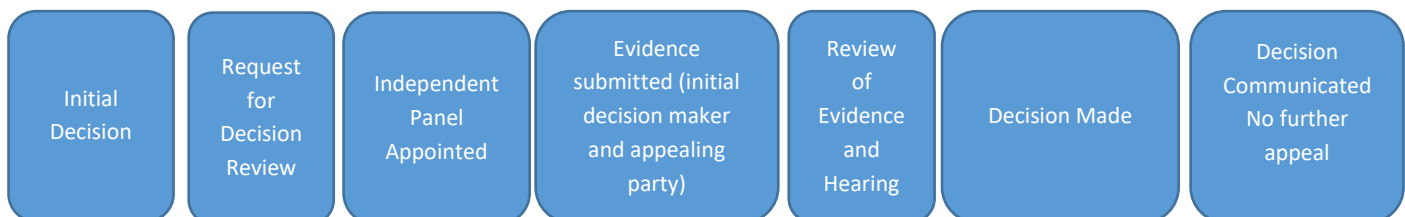
Level 1 DECISION REVIEW e.g. application of SBC regulations, game disputes, social media contravention



Level 2 PANEL REVIEW e.g. SBC Disciplinary, player release arbitration, selection decision

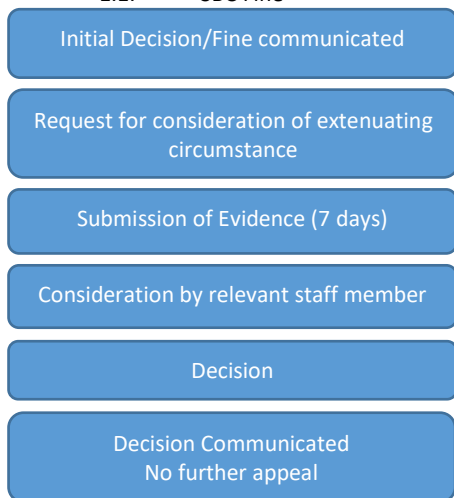


Level 3 FORMAL APPEAL e.g. Grievance, Child Protection Issue, HR Disciplinary



1. Level 0 CONSIDERATION OF EXTENUATING CIRCUMSTANCES (not considered as a formal appeal) e.g., SBC fines, player eligibility.

1.1. SBC Fine



1.1.1. Fines imposed by the regulations must be communicated via e-mail to the Club secretary with 2 working days of the referees' report form being received. Unless otherwise stated in the regulations.

1.1.2. Any consideration for extenuating circumstances regarding fines must be put in writing to the **basketballscotland** office.

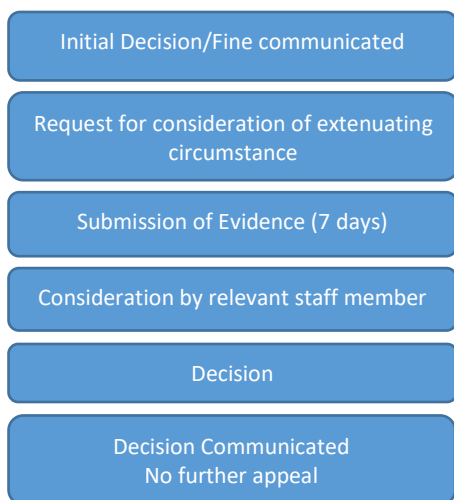
1.1.3. Any considerations regarding fines must be submitted in writing (e-mail) to the **basketballscotland** office within 7 working days of the written notification intimating the fine has been issued.

1.1.4. Any submission shall be considered by the Competitions and Officiating Manager or suitable replacement where required. The Panel can be increased to a maximum of 3 who may be volunteers and/or **basketballscotland** employees or board members.

1.1.5. The decision will be communicated within 5 working days from submission.

1.1.6. The initial fine is imposed by the regulations therefore, the findings of this appeal are final and cannot be contested.

1.2. Player Eligibility



1.2.1. Embargo/Approved Players/ Classification lists and National Squad lists are communicated to the individuals and/or Club and published online as appropriate.

1.2.2. Any consideration for extenuating circumstances regarding this list must be put in writing to the **basketballscotland** office to the relevant staff member.

1.2.3. Any supporting evidence must be submitted in writing (e-mail) to the **basketballscotland** office within 7 working days of the written notification intimating the fine has been issued.

1.2.4. Any submission shall be considered by the Competitions and Officiating Manager or Head of Performance or suitable replacement where required. The Panel can be increased to a maximum of 3 who may be volunteers and/or **basketballscotland** employees or board members.

1.2.5. The decision will be communicated within 5 working days from submission.

1.2.6. The decision is final and cannot be contested further.

2. Level 1 DECISION REVIEW e.g. application of SBC regulations, game disputes, social media contravention

2.1. Application of SBC regulations, games disputes and Social Media Contravention



2.1.1. Club secretary will be informed via email of any decision in regard to the application of SBC Regulations. Excluding elements covered specifically by other Articles within section 5.

2.1.2. Clubs may request a review of the decision in writing to the **basketballscotland** office stating why the decision is unreasonable.

2.1.3. **basketballscotland** will appoint a decision reviewer and communicate who this is to the appealing Club.

2.1.4. Clubs must supply any supporting evidence in writing (e-mail) to the **basketballscotland** office within 5 working days of the original decision being communicated.

2.1.5. The reviewer will consider all documentation from the original decision along with any further supporting documentation from both the decision maker and appealing party.

2.1.6. The decision reviewer will then communicate to all parties confirm the original decision either:

2.1.6.1. Reasonable

2.1.6.2. Not-reasonable

2.1.6.3. Where it is ruled that the decision falls under 2.1.6.2 the original process will be repeated using an alternate staff member.

2.1.6.4. Where it is ruled that the decision was reasonable the decision will stand there is no further right to appeal.

3. Level 2 PANEL REVIEW e.g. SBC Disciplinary, player release arbitration, selection decision

3.1. SBC Disciplinary



3.1.1. If the Club appeal the decision, they have until 12.00 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; which will be returned if successful. The Club shall be advised as soon as possible of the panel make up.

This may be made up of non-basketball individuals (Neutral) however where this is the case it will be supported by a relevant member of staff to supply relevant sports specific knowledge.

3.1.2. The Grounds for Appeal of a Disciplinary Panel decision are limited to the following:

3.1.2.1. New evidence has come to light that should be investigated;

3.1.2.2. The categorisation of the offence was inconsistent with one imposed for similar misconduct committed by other players

3.1.2.3. There was conflict of interest for one or more of the original decision-makers

3.1.2.4. Conflict of interest, is limited to the following:

3.1.2.4.1. Personal/Club involvement in the league the player competes in. i.e. player/coach/referee

3.1.2.4.2. Attendance at the game at which the incident took place.

3.1.2.4.3. Personal relationship with appellant.

3.1.2.5. Procedural failings i.e. where the initial panel did not follow procedure.

3.1.2.6. Failure to provide natural justice in refusing to admit evidence provide within in the stipulated time scales

3.1.3. The Appeals Panel, as appointed by the Competitions Manager, is solely responsible for all appeals with regard to disciplinary matters. The Panel shall be made up of a maximum of six members with a minimum of three dealing with each case. The Chairman of this Panel will be the primary line of communication between **basketballscotland** and the Panel. In the case of his/her absence they shall appoint a member of the Panel to act on his/her behalf.

3.1.4. The Appeals Panel shall convene and hear all appeals. These meetings will be held where possible in conjunction with Disciplinary meetings on Wednesday evenings.

3.1.5. The appealing club/individual do not have the right to attend any meetings in regard to the decision. However, the Appeals panel have the right to call upon any individuals present at the game as a witness and also may call upon the Club or Officials to clarify (in writing, telecommunication, or in person) any points within the written submission.

3.1.6. The Appeals Panel decision is final and cannot be appealed under any circumstances. Clubs and individuals are made aware that the Appeals Panel has the authority to increase punishments as well as reduce, where they feel this action is required and justified.

3.1.7. Any punishments administered by the Appeals Panel will take effect as of 12.00 Noon on the Friday following the decision.

3.2. Player release arbitration



- 3.2.1. 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.
- 3.2.2. 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.
- 3.2.3. 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.
- 3.2.4. **basketballscotland** will designate an Arbitration Panel whose decision will be final and binding on both parties and no further appeal can be considered.
- 3.2.5. The Arbitration Panel will meet on a date specified by **basketballscotland** normally within 5 working days after the settlement period specified.
- 3.2.6. Each party will make written submission to the Arbitration Panel. The terms of the submission will not be disclosed to the other party. All supporting documentation must be included with such submission.
- 3.2.7. The £50.00 arbitration fee shall accompany each submission or the submission shall be deemed invalid.
- 3.2.8. If a submission has not been received by the Arbitration Panel by the stipulated date, arbitration will normally be awarded in favour of the other party.
- 3.2.9. 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.
- 3.2.10. A settlement is deemed to have taken place when **basketballscotland** receives the payment agreed by the Arbitration Panel.
- 3.2.11. 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.

3.3. National Team Selection Decision



3.3.1. If the Individual/Club appeal the decision, they must do so no more than 5 working days following the decision by providing **basketballscotland** with written evidence to support the appeal.

3.3.2. The appellant shall be advised as soon as possible of the panel make up.

3.3.2.1. This may be made up of non-basketball individuals (Neutral) however where this is the case it will be supported by a relevant member of staff to supply relevant sports specific knowledge.

3.3.3. The Appeals panel, as appointed by the Head of Performance, is solely responsible for all appeals with regard to selection decisions. The panel shall be made up of a maximum of six members with a minimum of three dealing with each case.

3.3.4. The Appeals panel shall convene and hear all appeals no more than 7 working days following the receipt of appeal.

3.3.5. The appealing club/individual do not have the right to attend any meetings in regard to the decision. However, the Appeals panel have the right to call upon any individuals they deem suitable to clarify (in writing, telecommunication, or in person) any points within the written submission and/or to supply expert knowledge.

3.3.6. The Appeals panel decision is final and cannot be appealed under any circumstances.

***A specific selection appeals policy applies to Commonwealth Games selection in line with the Team Scotland Policies.
More information is available on request.***

4. Level 3 FORMAL APPEAL e.g. Grievance, Child Protection Issue, HR Disciplinary



4.1.1. Currently refer to section 3 of the rules and regulations document

APPENDIX A – RECOMMENDED PLAYER NUMBERS

Level	Min Registered player No.'s	Min No. of Seniors-U19	Min No. U18-U17	Min No. U16	Min No. U15	Min No. U14-U12
Band 1 Division 1			(bracketed number recommended maximum allowed to "play-up")			
Senior	12	6	0(7)	0(2)	N/A	N/A
U18	16	N/A	8	0(7)		N/A
U16	16	N/A	N/A	8		0(8)
Band 2 Divisions 2 & 3 (first teams)			(bracketed number recommended maximum allowed to "play-up")			
Senior	10	6	0(8)	0(3)	N/A	N/A
U18	16	N/A	8		0(7)	0(4)
U16	16	N/A	N/A	8		0 (8)
Band 3 Divisions 2 & 3 (Reserve teams)	In addition to players embargoed noted in [X]		(bracketed number recommended maximum allowed to "play-up")			
Senior	[8]12	5	0(8)	0(2)	N/A	N/A
U18	[8]14	N/A	5		0(9)	0(2)
U16	[8]14	N/A	N/A	0	5(9)	0(12)
Band 4 Divisions 2 & 3 (Third teams)	In addition to players embargoed noted in [X]		(bracketed number recommended maximum allowed to "play-up")			
U18	[20]12	N/A	2	0	0	0(6)
U16	[20]12	N/A	N/A	0	0	0(14)

* Special request for players to compete in barred age groups may be made. Authorisation by a panel including the following staff members: Head of Basketball, Competitions Manager, Relevant National Squad coach where in place.

Please note regulation 4.14 supersedes any registered player numbers during competition.

4.14 A Player may only play in a maximum of two National competition age categories and no more than three teams within those Age categories where league specific rules allow.

APPENDIX B – RECOMMENDED FACILITIES STANDARDS

Playing court

The playing court shall be marked with 50 mm lines, as per the Official Basketball Rules. Lines should be of a contrasting colour to the floor colour.

The height of the ceiling or the lowest obstruction above the playing floor shall be a minimum of 7 metres.

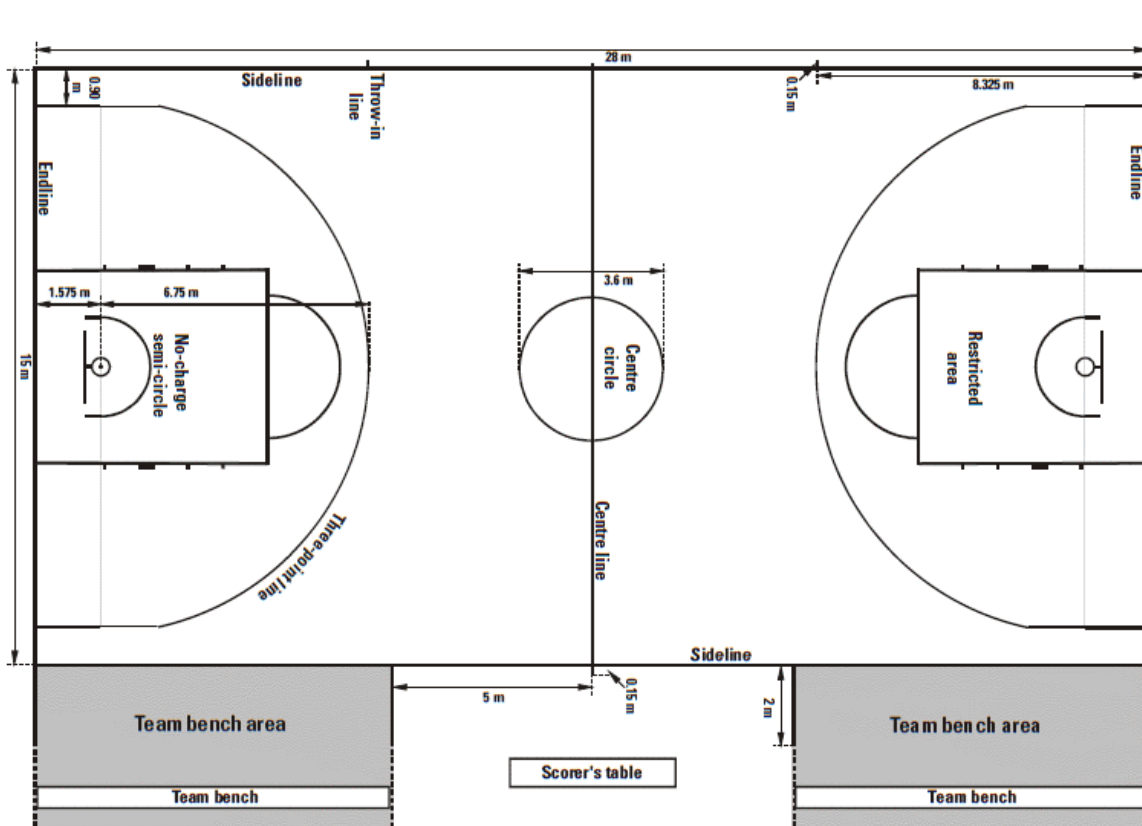
Lighting should be uniform across the playing area and a minimum of 500 lux.

The temperature of the playing area should be between 16°C -19°C.

The official size court for Senior Division 1 Men and Women is 28m x 15m. Venues already in use with the older court size court size of 26m x 14m are permitted until 2018.

The minimum required safety run to any obstruction including table equipment and team benches is 2m for senior competitions and 1m for youth competitions.

Fig.1 Basketball Court Dimensions and Set Up



Advertising boards

Advertising boards can be located around the court and must be a minimum of 2m from the endline and side lines. Boards should not exceed a height of 1m.

Seating

Minimum seating requirements:
SBC Senior League

100

SBC Youth leagues Division 1	50
SBC Youth leagues (Division 2 and 3 as appropriate)	50

Changing Facilities

The home club shall ensure that 2 separate changing rooms which can accommodate a minimum of 17 people per team are available and include access to shower and toilet facilities.
A further 2 separate changing rooms which can accommodate 3 people with access to showers and toilet facilities are also required for use by match officials.

Equipment

Ring and Backboards

The home club shall ensure that in respect of each match played at its home venue, pressure-release rings meeting European Standard EN 1270 are used with 70 kilogram flex break.

The height of the ring will be 3,050mm from the top edge down to the playing surface. Nets shall be white in colour and suspended from the ring no less than 400mm and 450mm in length.

Fig. 2 Drop down goal support structure example

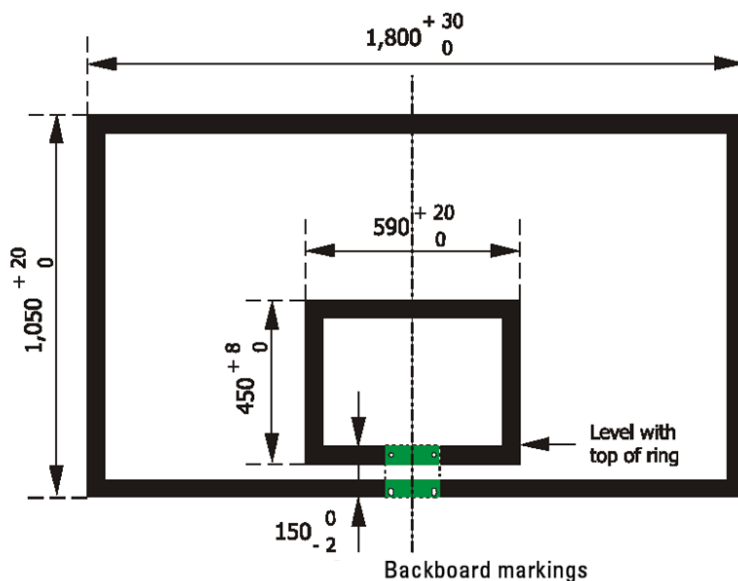


Backboards shall measure 1,800 mm horizontally and 1,050 mm vertically. Backboards can be made of timber or transparent material with a minimum thickness of 19mm

All lines on the backboards shall be:

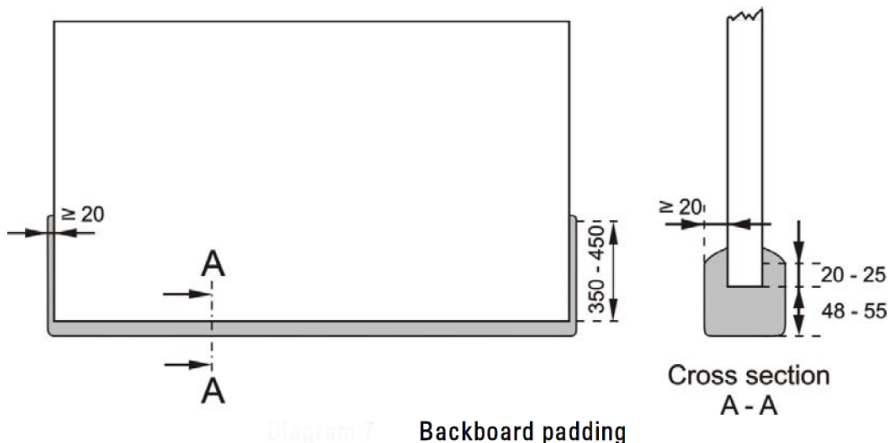
- In white, if the backboards are transparent.
- In black, if the white painted backboards are non-transparent.
- 50mm in width.

Fig. 3 Backboard markings



Suitable padding is fixed to the backboard edges in all Senior, Under 18 and Under 16 matches played at its home venue.

Fig. 4 Backboard Padding Example



Scoring

The Home Club shall ensure that its home venue provides an electronic scoreboard and game clock which can be read by the Players, Match Officials and spectators throughout the course of the Match. The clock must at least show the passing of time in minutes and running score. In the event of a game clock being of such position that it is not possible for both Teams to have an equally good view of it; the Away team will be allowed to choose which end they wish to shoot towards first.

Appendix C

GUIDELINES FOR DISCIPLINARY ISSUES

These guidelines are provided for managing a disciplinary procedure with an emphasis on cases of misconduct by a member of staff/volunteer involving children.

It outlines good practice but it is not intended as an exhaustive guide to all disciplinary matters.

If your organisation has existing disciplinary procedures and practices in place these should be followed.

When managing any concern regarding the conduct of a member of staff/volunteer involving children it is first important to refer to your organisation's 'Responding to Concerns' Procedure.

Please note that the police or social work services can be contacted for advice with regard to any concern involving the alleged mistreatment of a child. If the nature of the concern suggests a criminal offence has occurred, or that a child may have been abused, the police or social work services must be contacted for advice. If a child is at risk of immediate harm contact the police.

1. MANAGING A PRECAUTIONARY SUSPENSION

Duration - the duration of the suspension will vary depending on the circumstances. Typically it should not exceed the time taken to conduct a satisfactory investigation.

Communication - at the outset the member of staff/volunteer should be invited to a suspension interview. The member of staff/volunteer will be informed of the reason for the suspension (within the confines of sharing information) and the duration of the suspension. The details of the suspension should also be confirmed in writing. ([Notice of Precautionary Suspension](#))

Extensions - an extension to the suspension period may be appropriate; if for example a disciplinary hearing uncovers further facts for investigation or it is advised by the police or social work services. The period of suspension should be kept under review and the member of staff/volunteer informed in writing of extensions.

Pay - in the case of a paid member of staff, any period of suspension should be with full pay, as to freeze pay may be interpreted as a disciplinary penalty.

Status - at the conclusion of the investigation the member of staff/volunteer should be invited to a disciplinary hearing. Consideration should be given to the suspension status of the member of staff/volunteer at this time. It may be extended pending further investigation or terminated following the conclusion of the disciplinary hearing. The member of staff/volunteer should receive confirmation in writing when the suspension is terminated.

It is important to recognise that the suspension of a member of staff/volunteer may generate disruption within the organisation and consideration should be given to how to minimise this.

2. MANAGING A DISCIPLINARY PROCEDURE

Where the initial assessment of a reported concern identifies misconduct, but not child abuse, by a member of staff/volunteer, the formal disciplinary procedure should be followed.

If the nature of the concern suggests a criminal offence has occurred or that a child may have been abused then advice must be sought from the police before instigating the disciplinary procedure.

A disciplinary procedure should be based on the principles of natural justice which promote fair treatment:

- the member of staff/volunteer will be made aware of the nature of concern or complaint
- the member of staff/volunteer will be given an opportunity to put forward their case
- the organisation will act in good faith, ensure the matter is dealt with impartially and as quickly as possible in the circumstances
- the organisation will offer the member of staff/volunteer the opportunity to appeal a disciplinary decision.

3. ROLES IN MANAGING A DISCIPLINARY PROCEDURE

Typically there are three key roles in the management of a disciplinary procedure:

1. Investigating Officer.
2. Disciplinary Manager/Panel.
3. Appeal Manager/Panel.

The Investigating Officer will conduct the disciplinary investigation to establish the facts surrounding the alleged misconduct.

The Disciplinary Manager/Panel will conduct a disciplinary hearing, make a decision on disciplinary action, and communicate the decision to the member of staff/volunteer at the centre of the allegation.

The Appeal Manager/Panel will review the grounds for appeal by the member of staff/volunteer and make a determination on the appropriateness of the initial disciplinary action.

Post holders should:

- be selected taking account of impartiality (that is, have no bias and be unconnected to the incident(s) in question)
- be familiar with the standard procedures
- understand the importance of dealing with confidentiality, rumour and intimidation
- have consideration and respect for all parties including witnesses
- make efforts to put people at ease and deal firmly but sensitively with a potentially stressful experience.

To promote impartiality at each stage of the process the Investigating Officer should not be involved in the Disciplinary or Appeal Hearing unless to deliver evidence. The Manager/Panel Members involved in the Disciplinary Hearing should not be involved in the Appeal Hearing.

4. CONDUCTING A DISCIPLINARY INVESTIGATION

The following are recommendations for conducting a disciplinary investigation:

Step 1 - Planning the Investigation

- Establish the precise details of the allegation, (seek clarification from complainant).
- List the parts of the code of conduct that have been breached.
- List what further information/evidence is needed to establish the facts.
- Define the resources and timelines for conducting the investigation.

Step 2 - Establishing the Facts

- Identify who needs to be interviewed and the information required.
- For guidance on interviewing children or young people refer to section 6.
- Plan the order of interviews. Interviewing the volunteer/staff member at the centre of the allegation first may save a lot of time if, for example, he/she admits to the allegation.
- Ensure notice is provided to the interviewee and that it is at a convenient time and in a private location.
- It may be helpful to prepare questions or points to cover during the interview.
- State clearly the purpose of the interview and what the information will be used for.
- Open-ended questions (e.g. who, what, where, how and why) encourage people to talk and expand on the subject.
- Close-ended questions (e.g. Do you...) will only be answered by 'yes' or 'no' and should be used sparingly. They can be useful for confirming facts.
- Record the key points of the interview and ask the interviewee to confirm that it reflects the content of the conversation.

Step 3 - Assessing the Facts

- Review all of the evidence to confirm whether there are any gaps in it.
- Assess the investigation findings and determine whether a disciplinary hearing is appropriate.
- Certainty is preferable but it is sufficient to form an opinion on the balance of probabilities.

5. MANAGING A DISCIPLINARY HEARING

Where the investigation findings provide sufficient evidence to instigate a disciplinary hearing the disciplinary procedure must be followed. The following are good practice guidelines on managing a Disciplinary Hearing and Conducting a Disciplinary Hearing:

Invitation to Disciplinary Hearing

This should be in the form of a letter to the member of staff/volunteer at the centre of the allegation ([Notice of Disciplinary Hearing](#)) and include:

- Confirmation of the date, time and venue of the proposed hearing.
- Confirmation that there is a requirement to attend.
- Reasonable detail of the allegations which will be presented.
- A copy of any documentary evidence that may be used at the hearing.
- Confirmation that the alleged misconduct may, if proven, require a disciplinary penalty to be imposed. If dismissal is an option this should be clearly stated in the letter.
- Clarification that no judgement will be made in advance of the disciplinary hearing.
- Confirmation that there will be the opportunity to answer the allegations.

- Clarification on the right to be accompanied by a colleague or trade union representative.

Conducting the Disciplinary Hearing

The following practices are recommended when conducting a disciplinary hearing:

- The allegations and evidence will be put clearly to the member of staff/volunteer.
- The member of staff/volunteer will be asked to comment on the evidence and the allegations.
- If matters come to light at the disciplinary hearing that warrant further investigation, consideration will be given to adjourning the hearing while those matters are investigated. The results of any further investigation will be reported to the member of staff/volunteer who will be given an opportunity to comment.
- Once the issues have been put to the member of staff/volunteer and discussed, the respective positions of both sides will be summarised at the end of the hearing.
- The member of staff/volunteer is told that all that they have said will be considered and that they will be written to with the Manager/Panel's decision.
- The Manager/Panel will retire to consider its decision before contacting the member of staff/volunteer.

The Disciplinary Manager/Panel should avoid the following behaviours during the course of the disciplinary hearing:

- Using humour.
- Being apologetic or debating the evidence.
- Defending, arguing, justifying.
- Allowing the meeting to go on too long.
- Making promises that cannot be kept

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