

Season
2024 – 25



basketballscotland Regulations and Code of Conduct



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The following abbreviations are used throughout this document:

Abbreviation	Meaning
U10	Under 10 years old
U12	Under 12 years old
U14	Under 14 years old
U16	Under 16 years old
U18	Under 18 years old
PVG	Protecting Vulnerable Groups
ISC	Independent SBC Commissioner

Abbreviation	Name
FIBA	Federation Internationale de Basketball
IWBF	International Wheelchair Basketball Federation
BBF	British Basketball Federation
BWB	British Wheelchair Basketball
GB	Great Britain
BBL	British Basketball League
SBC	Scottish Basketball Championship
BUCS	British Universities and Colleges Sport

Section 1 - Registration

- 1.1. All players, coaches, managers and officials participating in any competitions must be appropriately registered with **basketballscotland**, with that registration linked to an affiliated club, and have an active **basketballscotland** membership for the season. The registration of players under the age of 18 requires parental consent.

Player age limits are as follows: -

- 1.1.1. Senior players – players who have reached their 18th birthday before 1 January of the current season
 - 1.1.2. Under 19 players (Wheelchair Basketball Only) -players who have not reached their 19th birthday before 1 January of the current season
 - 1.1.3. Under 18 players – players who have not reached their 18th birthday before 1 January of the current season
 - 1.1.4. Under 16 players – players who have not reached their 16th birthday before 1 January of the current season
 - 1.1.5. Under 14 players – players who have not reached their 14th birthday before 1 January of the current season
 - 1.1.6. Under 12 players – players who have not reached their 12th birthday before 1 January of the current season
 - 1.1.7. Under 10 players – players who have not reached their 10th birthday before 1 January of the current season
- 1.2. 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.
- 1.3. Primary Club Registration fees for 2024/25 season will be:

	Category 1	Category 2	Category 3
	Player, Coach, Official SBC	Local Leagues & University Competition only	Volunteer & Recreational
Senior	£38	£35	N/A
U18	£26	£24	N/A
U16	£19	£17	N/A
U14	£19	£17	N/A
U12	£2	N/A	N/A
U10	£0	N/A	N/A
Wheelchair Senior	£0	£0	N/A
Wheelchair Junior	£0	£0	N/A
School*	£0	N/A	N/A
Recreational Adult	N/A	N/A	£0
Recreational Junior	N/A	N/A	£0
Volunteer	N/A	N/A	£0
LD Adult	£0	£0	N/A
LD Junior	£0	£0	N/A

* Where only registered and competing at School Level

- 1.4. Provided the appropriate qualification where applicable is held and that qualification is uploaded onto the JustGo membership portal, each member in Category 1 or 2 is then eligible to register as:

Player	Referee
Coach	Table Official
Coach Helper	Statistician

- 1.5. Each member in Category 3 (except those with recreational Memberships) may register as a Table Official and / or Statistician (provided the appropriate qualification is held and that qualification is uploaded onto the JustGo membership portal).
- 1.6. Each member working with children (under 18 years) and / or protected adults (as defined in the relevant legislation/regulated work) is required to join the Protecting Vulnerable Groups (PVG) Scheme.
- 1.7. A player signing a Club registration form will be considered bound to that Club until completing the release process (see Player Release Section below) and it is authorised by **basketballscotland**.
- 1.8. A registered participant may play/coach for another Club in another competition as a member of a secondary Club (Dual registration) where there is no conflict of interest but ONLY after written approval (via email) is submitted by both clubs to **basketballscotland**, by the Club Secretary / Portal Administrator prior to the player competing for any other Club and any additional registration fee is paid as per 1.3. 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. Any request to revoke dual registration should be submitted in writing to membership@basketball.scot and the player release process detailed below will apply.
- 1.9. Conflict of interest will be determined by **basketballscotland**.
- 1.10. All U18 Players being requested to play in a professional league must have received permission via their Home Nation Federation
- 1.10.1. The Professional Team must complete the necessary paperwork found on the British Basketball Federation (BBF) website
 - 1.10.2. The U18 Player must be a registered member of the Home Nation Federation, prior to any arrangement being made
- 1.11. Registration must be completed, and membership purchased via **basketballscotland's** JustGo membership system. Membership must be renewed annually from 1 August in any year.
- 1.12. To be eligible to play on any given day, Registration and payment must be completed prior to 9.00am on the day of competition. Where a game falls on a weekend this must be completed prior to 9.00am on Friday.

Section 2 - Player Transfers and Releases

- 2.1. Players already registered to play with an affiliated club will be subject to the following conditions.
- 2.2. An individual, having signed for a given Club after 1 August, may only sign for 1 other Club in the current season.
- 2.3. Players will be released automatically from any club which has not affiliated by 1 November in the current season.
- 2.4. Senior players/coaches
 - 2.4.1. 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 at the end of the season.
 - 2.4.2. If an individual wishes to transfer to another club, the receiving Club must Request Release by completing the relevant online process as detailed in the membership system.
 - 2.4.2.1. No fee is required to be paid by the receiving Club, unless there are debts.
 - 2.4.2.2. A request for release must be processed via the online system within 5 working days of submission and may only be withheld if there are debts owed or kit/equipment to be returned to the releasing club.
 - 2.4.2.3. Where there is no response to the request for release within 5 working days, the release will automatically be processed by basketballscotland.
 - 2.4.2.4. Where there is a dispute over outstanding debts, the Club must provide evidence of the outstanding debts to both **basketballscotland** and the individual within 5 days of receipt of the player transfer request.
 - 2.4.2.5. Where the debt has been outstanding for more than two months the Club must also evidence to **basketballscotland** all failed attempts to recover debts.
 - 2.4.2.6. **basketballscotland** will assess the evidence and confirm any conditions of release to be met.
 - 2.4.2.7. **basketballscotland** hold no responsibility for any outstanding debts the individual may have with the original Club.
 - 2.4.2.8. Any individual wishing to change Clubs will not be eligible to play in any competition until confirmation that the release has been granted.
- 2.5. Youth players
 - 2.5.1. Where players wish to leave their current club, all parties should allow them to do so, without blocking their right to choose their own basketball environment.
 - 2.5.2. Where an individual does not yet have a receiving Club, the individual must submit a request to **basketballscotland** for processing.
 - 2.5.3. If an individual wishes to transfer to another club, the receiving Club must Request Release by completing the relevant online process as detailed in the membership system.
 - 2.5.3.1. No fee is required to be paid by the receiving Club.

- 2.5.3.2. A request for release must be processed via the online system within 5 working days of submission and may only be withheld if there are debts owed or kit or equipment to be returned to the releasing club.
- 2.5.3.3. Where there is no response to the request for release within 5 working days, the release will be processed.
- 2.5.3.4. If players have club kit or owe finances, this should be arranged to be returned, and payment plans set up to allow them to leave with immediate effect.
- 2.5.3.5. Where there is a dispute over outstanding debts, the Club must provide evidence of the outstanding debts to both **basketball**scotland and the individual within 5 days of receipt of the player transfer request.
- 2.5.3.6. Where the debt has been outstanding for more than two months the Club must also evidence to **basketball**scotland all failed attempts to recover debts.
- 2.5.3.7. **basketball**scotland will assess the evidence and confirm any conditions of release to be met.
- 2.5.3.8. **basketball**scotland hold no responsibility for any outstanding debts the individual may have with the original Club.

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

Section 3 - Code of Conduct

- 3.1. Aligned to FIBA's mission "to create one basketball community and unite the community", we promote a culture of collaboration and improved player experience. To **basketballscotland** this means encouraging a sensible and "player-first" approach to competitive basketball. Through our Regulations and Code of Conduct we aspire to improve standards, encourage collaboration and aligned to our strategic mission, enhance the experience of those participating in basketball.
- 3.2. Regulations are published to ensure a safe environment, promote sportsmanship, and protect the ethos, values and morals of the game. We will always attempt to resolve matters in an empathic manner, appealing to common sense and will resort to official processes as a last resort.
- 3.3. For those adopting a negative, obstructive or aggressive approach to other members, clubs or competition, **basketballscotland** will take a firm stance and we encourage our clubs to lead the way with how they define and embrace winning, improving and behaving graciously to one another.
- 3.4. There is an expectation that those participating in **basketballscotland** competition or programmes, or activity sanctioned by **basketballscotland**, share similar values to **basketballscotland**. Consequently, we expect adherence to the Code of Conduct, Regulations and relevant policies.
- 3.5. We value those who take responsibility for their actions. We encourage clubs to acknowledge their responsibilities to, and for, their players and we appreciate clubs taking a lead on any player indiscretion.
- 3.6. We value those who work positively for the sport. We encourage clubs to hold us to high standards in a positive and engaging manner, identifying potential solutions to problems and issues that arise.
- 3.7. We value those who do the right thing and not just the easy one. We encourage clubs to take decisions that are right for the sport of basketball in Scotland.
- 3.8. We value those who challenge and have a desire to continually improve. We encourage clubs to work with us to improve the experience of those participating in basketball in Scotland.

<p>Taking responsibility: we are responsible for our actions</p>	<p>Working as a team: we work positively for the sport</p>
<ul style="list-style-type: none"> • Be a positive role model and take ownership of your behaviours • Respect the rights, dignity and worth of others and accept responsibility for your actions. • Understand and adhere to the rules, regulations and policies of FIBA, the British Basketball Federation and basketballscotland. • Ensure wellbeing, health and safety standards are maintained and any concerns are reported • 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. • Adhere to the basketballscotland Child Wellbeing and Protection Policy and related behaviours. Policy found here • It is everybody's responsibility to protect the rights of the individual. • Avoid acts of aggression, violence, harassment or abuse • Maintain high personal standards and take pride in your efforts and behaviour 	<ul style="list-style-type: none"> • Be fair, considerate and honest in all dealing with others. • Refrain from any behaviour that may bring basketball, basketballscotland, a member association or an affiliated Club into disrepute. • Resolve conflicts and disputes fairly and promptly through established procedures. • Communicate effectively and positively to everyone involved in basketball activities. • Be supportive and understanding to the needs of others. • Provide opportunity for all to contribute and promote equality and inclusion. • Promote an environment free of discrimination, both direct and indirect. • Promote fair play and treat everyone with respect and dignity. • Hold others to these standards
<p>Being brave: we do the right things even when it is difficult</p>	<p>Always improving: we challenge ourselves and each other to continually improve</p>
<ul style="list-style-type: none"> • Abide by the rules and accept the decision, making all appeals through the formal process and respecting the final decision. • Embrace challenges and overcome setbacks. • Build the confidence of others by praising and challenging them to improve. • Encourage questions. • Put the welfare of others above winning, focusing on effort and performance. • Accept that mistakes are part of learning. • Embrace a problem-solving mindset seeking solutions and improvements. 	<ul style="list-style-type: none"> • Be professional, courteous, respectful and commit to quality. • Provide a safe environment for the conduct of all activity. • Have humility to want to find opportunities to continually improve yourself and your skills. • Ensure your basketballscotland membership and any required qualifications are up to date. • Reflect on your behaviours and challenge yourself to constantly improve. • Keep up to date with the rules of the sport

Section 4 - Disciplinary Process

4.1. Grievance and Disciplinary Policy

Purpose: **basketballscotland** promote fairness, equality and sportsmanship. This policy and relevant processes are designed to support this. Strategically we aim to increase positive experiences for all involved in basketball. Therefore, our intention is to tackle disciplinary matters in an efficient and effective manner. We will look favourably on club's taking responsibility for indiscretion and acting accordingly.

Thereafter our first step will be an informal discussion in an effort to swiftly resolve the matter without causing undue distress to those involved.

- 4.1.1. **Policies:** This document details two separate processes:
 - 4.1.1.1. On-court Disciplinary Process: this process is for incidents during **basketballscotland** competitions that are reported by match officials, including Game Disqualifications.
 - 4.1.1.2. Grievance Process: this process is for any matter not covered in the On Court Disciplinary process, including breaches of the code of conduct, member-to-member complaints, complaints against **basketballscotland** and its staff and volunteers.

- 4.1.2. **Selecting the correct process:** **basketballscotland** will be responsible for selecting the process by which incidents will be dealt with. Generally, this will be based on:
 - 4.1.2.1. Incidents reported by match officials that occur during the course of competition or games will be dealt with through the On-Court Disciplinary Process. NB See below for details of Regional Association competition jurisdiction.
 - 4.1.2.2. Incidents or complaints raised by members of the basketball community will be dealt with through the grievance policy.
- 4.1.3. **basketballscotland** retains the right to escalate any on-court matter to the Off Court Grievance process wherein they can determine if an investigatory suspension should be applied.
- 4.1.4. Where any matter is considered by **basketballscotland's** Child Wellbeing and Protection Officer to have safeguarding concerns, it will be progressed through the Child Wellbeing and Protection Policy.
- 4.1.5. Where a grievance against a staff member may require disciplinary action, this will be escalated to **basketballscotland's** internal HR Disciplinary process.

- 4.1.6. **Regional Associations Processes**
Regional Associations are delegated responsibility for disputes and disciplinary matters concerning clubs and members competing in Regional competition under their jurisdiction.
- 4.1.7. This means that each Affiliated Associations has jurisdiction to hear and decide:
 - 4.1.7.1. Ejections and/or Disciplinary Reports occurring in games at competitions held by or under the auspices of an Affiliated Association;

- 4.1.7.2. Allegations of Misconduct which occurs in, or in connection with, competitions held by or under the auspices of an Affiliated Association;
- 4.1.8. Each Affiliated Association shall have rules and regulations (including rules that incorporate the **basketballscotland** Code of Conduct) which comply with this Regulation and the Affiliated Association's constitution. To the extent of any inconsistency between an Affiliated Association's constitution and the **basketballscotland** Constitution or any Regulation with respect to judicial matters, the **basketballscotland** Constitution and Regulations will prevail. If an Affiliated Association does not have such judicial rules and regulations, it may apply these judicial regulations as far as practically applicable.
- 4.1.9. Each Affiliated Association shall ensure that the hearing bodies of the Association hear and decide matters in accordance with the principles of natural justice and procedural fairness.

4.2. Disciplinary Policy

- 4.2.1. **Scope:** This policy covers both
- in-game disqualifications (Disqualification) and
 - other disciplinary breaches (a Disciplinary Report) that occur before, during or after a game or competition.
- 4.2.2. **Purpose:** The purpose of the policy is to get appropriate decisions made in a timely manner to ensure that standards of behaviour are upheld. The policy also sets out to recognise responsibility.
- 4.2.3. **Lead:** The Independent SBC Commissioner, with advice from the Disciplinary Panel, is responsible for all disciplinary matters.
- 4.2.4. **Application:**
A Disqualification or Disciplinary Report can only be filed by the match officials.
- 4.2.5. A Disciplinary Incident can relate to any participants who are on the team bench, bench vicinity, and court during or immediately after a game.
- 4.2.6. A Disciplinary Report can be raised in relation to matters before and after the match, including after the scoresheet is signed.
- 4.2.7. 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.
- 4.2.8. **Initiation:**
The Disciplinary Process can be initiated by the Independent SBC Commissioner (ISC) following any Disciplinary Incident reported by a Match Official, where:
- A participant has been issued with a disqualifying foul under article 38 or 39 of the FIBA/IWBF Rules
 - A Match Official has witnessed unacceptable behaviour before, during or after the game.

- 4.2.9. 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. Where a participant is disqualified in this manner more than once in a season, the Independent SBC Commissioner will consider initiating a Disciplinary Process.
- 4.2.10. It is the responsibility of each match official to submit a Disciplinary Report within 48 hours of the incident and earlier where possible.
- 4.2.11. **Automatic Ban:**
A participant 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.
- 4.2.12. The Automatic ban 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. It is the responsibility of Club Secretaries to ensure participants are not involved in games the ban relates to.
- 4.2.13. Mistaken Identity: In circumstances of a claim of mistaken identity during fight or bench clearance situations, the Independent SBC Commissioner may consider removing the Automatic Ban where, in his sole discretion, he considers there is clear video evidence to support the claim.
- 4.2.14. **Informal Stage**
- 4.2.15. Informal Investigation
The Independent SBC Commissioner, or his/her appointee, will conduct a short, informal investigation in order to come to quick decision on a sanction. They may conduct this in any manner they view fit.
- 4.2.16. The individual and club shall be expected to cooperate with the informal investigation and provide access to any video evidence.
- 4.2.17. Normally, the informal investigation will take into account:
- The Match Officials Reports
 - Initial response from the individual or club, including any action taken by the club
 - Any video evidence available
 - Views from any independent witness
 - Any relevant previous disciplinary records
- 4.2.18. Where the individual/club concerned demonstrates responsibility, a more lenient outcome will be considered.
- 4.2.19. In normal circumstances, the informal investigation will be concluded within 96 hours of the incident. Where this is not possible, there will be ongoing communication with the club and individual.
- 4.2.20. Sanction:
The informal investigation will conclude with the Independent SBC Commissioner either (i) considering that no further action is required or (ii)

offering a sanction to the individual and club based on the guideline sanctions included below.

4.2.21. Acceptance of Sanction or Disciplinary Review Panel:

- 4.2.21.1. The individual and club will have 24 hours to confirm if they accept the sanction or wish to progress to a Disciplinary Panel Review process.
- 4.2.21.2. Where it is accepted, the Sanction will come into place with immediate effect.
- 4.2.21.3. Where the sanction is rejected, the matter will immediately progress to a Disciplinary Panel Review.

4.2.22. **Disciplinary Review Panel**

The Disciplinary Review Panel is considered the appeal process for Disciplinary decisions.

4.2.23. Following the offer of sanctions that concludes the Informal Process, the Club will have 48 hours to submit a written statement for Panel consideration.

4.2.24. The Disciplinary Review Panel will consist of 2 – 4 individuals with no connection to the original incident or the informal investigation.

4.2.25. The Panel will sit at the earliest practical opportunity following receipt of evidence, including:

- The conclusion of the Informal Investigation
- Match Officials Reports
- Club Written Statement
- Video Evidence
- Any relevant previous disciplinary matters

4.2.26. The normal panel process will be:

- Hear an outline of the informal investigation and sanction offer from the SBC Commissioner
- Consider the evidence
- Discuss and agree any sanction required

4.2.27. The outcome of the Disciplinary Review Panel can be:

- No further action
- Decrease the sanction offered by the SBC Commissioner
- Uphold the sanction offered by the SBC Commissioner
- Increase the sanction offered by the SBC Commissioner.

4.2.28. The decision of the Disciplinary Review Panel is final and cannot be appealed.

4.2.29. It is the intention to have the final decision of the Disciplinary Review Panel concluded and communicated within 11 days of the initial incident. Where this is not possible, communication will be maintained with all parties.

4.2.30. **Application of Sanctions**

The SBC Commissioner will be responsible for ensuring the fair application of any sanctions and will have authority to take decisions on the application of sanctions either agreed by the club or decided by the Disciplinary Review Panel.

4.2.31. In general, any sanctions will:

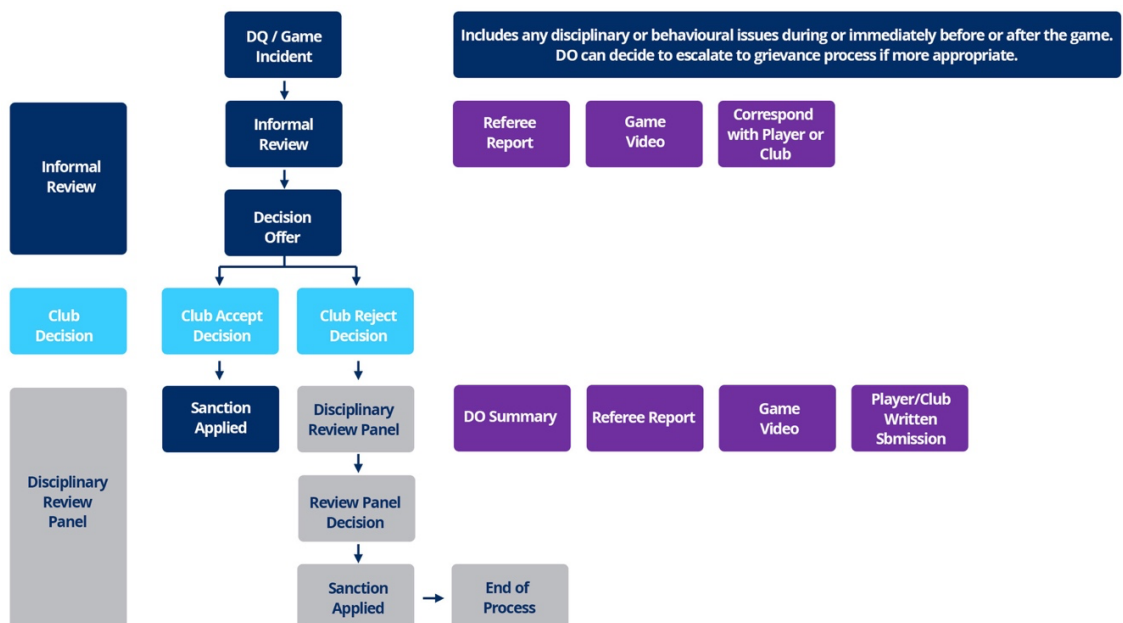
- Apply in line with FIBA regulations
- Relate to all levels the participant is eligible to participate in

- Apply across breaks in the season or from one season to the next
- Reallocated to another fixture if the game in question is postponed, cancelled or defaulted by either club
- Kept on record for two years, unless otherwise stipulated by the Disciplinary Review Panel.

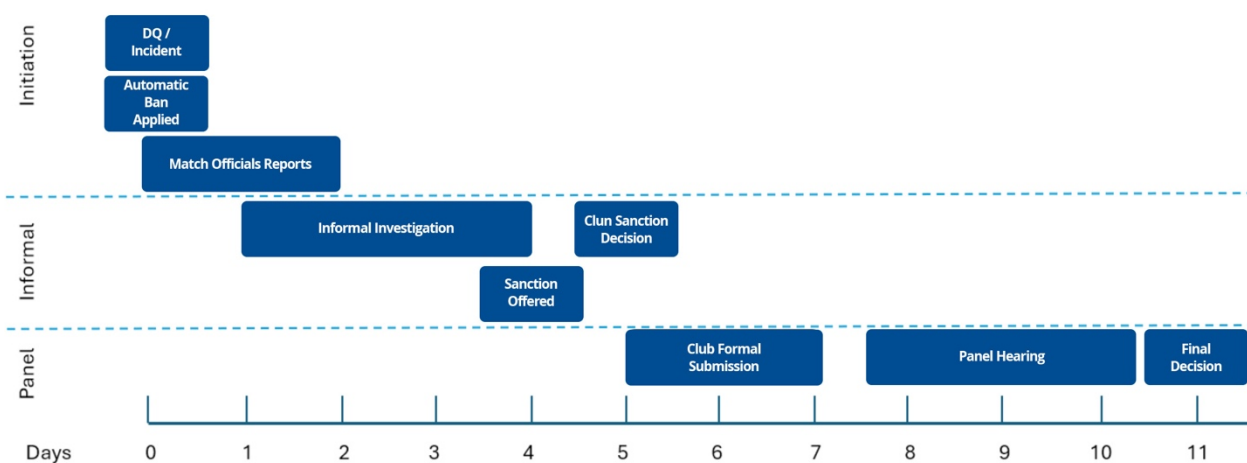
4.2.32. **Guideline Sanctions:**

Offence	Low	High	Other sanctions to consider
Lower Level Cases			
<i>General Improper Conduct</i> Includes but not limited to: <ul style="list-style-type: none"> • Leaving the bench • For Technicality • Throwing or kicking objects • Spitting 	1 game	10 games	UK Coaching Duty to Care.
<i>Violent Conduct</i> Includes but not limited to: <ul style="list-style-type: none"> • Retaliation • <i>Contacting the referee in an inappropriate manner</i> 	2 games	10+ games	
<i>Abusive Language or behaviour</i>	1 game	6 games	Safeguarding Training
<i>Threatening words and/or behaviour</i>	2 games	8 games	
<i>Bringing the game into disrepute</i>	2 games	10+ games	
Serious cases			
<i>Aggravated breach</i> – making reference to a protected characteristic	6 games	20 games	Equality Training
Violent conduct towards a match official	6 months	Lifetime ban	

4.2.33. **Process Outline (for information only)**



4.2.34. Intended Timeline



4.3 Grievance Process

- 4.3.1. **Scope:** This process is for any matter not covered in preceding “On Court Disciplinary Process” or any matter escalated from that process. This includes breaches of the code of conduct, member-to-member complaints, complaints against **basketballscotland** and its staff and volunteers.
- 4.3.2. **Purpose:** To resolve grievances and disputes quickly and efficiently where possible.
- 4.3.3. **Lead:** The **basketballscotland** appointed Lead Officer (LO), supported by the Support Officer (SO) will be responsible for implementing this process.
- 4.3.4. **Application**
A grievance may be raised by any member or member club (the complainant) against any other **basketballscotland** member, member club or **basketballscotland** staff member or volunteer (the respondent).
- 4.3.4.1. A Grievance should relate to a breach of the **basketballscotland** Code of Conduct and should where possible, contain specific details of an incident or incidents.
- 4.3.4.2. Before raising a grievance, members should consider if the matter can be resolved informally or between clubs without the intervention of the Governing Body.
- 4.3.5. **Initiation**
Any individual wishing to raise a grievance, complaint or dispute must complete the form [Record of Complaint / Dispute Form \(Appendix 3\)](#).
- 4.3.5.1. Only after submission of the form will a complaint or dispute be addressed.

4.3.5.2. The LO will decide if further investigation is required. The test is one of “comfortable satisfaction” (i.e. the LO must be comfortably satisfied a breach has occurred).

4.3.6. **Communication**

4.3.6.1. While the intention is to resolve matters quickly, on occasion, investigations can take time.

4.3.6.2. Throughout the process, the SO will ensure timely communication with all parties and relevant information is shared.

4.3.7. **Investigatory Suspension**

At any point in the process, an Investigatory Suspension may be applied by the Lead Officer should at their discretion. Any Investigatory Suspension does not imply guilt.

4.3.8. **Informal Stage** The LO or his/her appointee, will undertake informal discussion with the intention of:

- establish the basic details of the incident,
- allow the club or individual to take any action it deems worthy,
- find a solution without the need to undertake a full investigation.

4.3.9. Informal Discussions will be with whomever the LO determines necessary but may include:

- **The Complainant.** Purpose includes, but not restricted to: clarify details, ask any questions that need further detail that were raised in the initial form.
- **The Respondent.** Discuss the incident. Gather further information as deemed relevant. LO must allow the parties involved a reasonable opportunity, depending on the urgency of the issue to be determined, to provide their explanation of the alleged incident. Discussion will also include any sanction if the LO deems the incident merits it.
- **Club of the Respondent.** The LO is encouraged to empower the respondent’s club to take appropriate action without the involvement of **basketballscotland**.
- **Any witnesses.** As identified in the initial complaints form, or the LO deems relevant.

4.3.10. The LO may also consider a mediation approach to resolve the matter

4.3.11. The LO will conclude the informal process at the point where they are satisfied that they have enough information or that the matter will not be resolved through the informal process.

4.3.12. The Possible Outcomes the LO can consider from the informal stage include:

4.3.12.1. Case Resolved:

- Any sanction as deemed necessary by LO is accepted by respondent
- LO decides no case to answer and complaint dismissed

4.3.12.2. Escalation to Formal Grievance.

- Informal discussion fails to find a solution.
- Either the LO or respondent decides to escalate.

4.3.12.3. All relevant parties will be informed of the outcome.

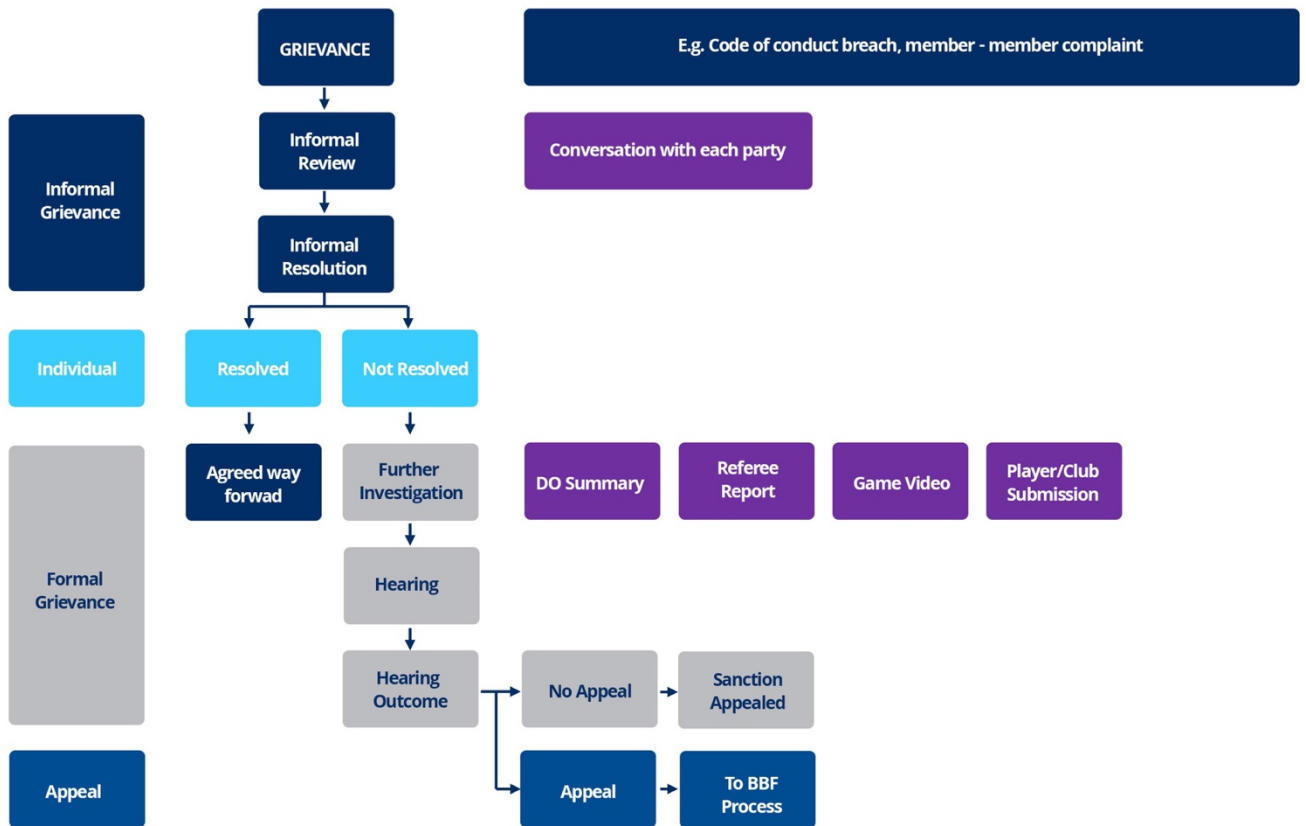
4.3.13. **Formal Stage**

- 4.3.14. The LO will appoint an Independent Disciplinary Officer to lead the formal stage.
- 4.3.15. The LO will brief the DO on the informal stage.
- 4.3.16. The DO will decide if further investigation is required before progressing to a hearing. Where this is required, the DO will decide on an appropriate course of action, which may include:
- Asking the LO to undertake further investigation.
 - Appointing an independent investigator to undertake further investigation.
 - Progressing directly to a hearing
- 4.3.17. The scope of the investigation is at the discretion of the DO
- 4.3.18. Once they are satisfied there is sufficient information, the DO will establish a hearing.
- 4.3.19. The DO will conduct and chair the hearing at their discretion. At the DO's discretion, they may conduct the hearing themselves or with the support of a Panel of up to 3 independent individuals.
- 4.3.20. The DO may invite the LO or Investigating Officer to attend the hearing to answer questions
- 4.3.21. The Hearing will be conducted at the discretion of the DO, but will normally include:
- Consideration of the Allegations, Investigation Report and any additional evidence collected through the investigation
 - The opportunity for the respondent to state their case and present any evidence
 - The opportunity for the DO/Panel to ask questions of any attendees.
 - Consideration of the matter.
- 4.3.22. The DO may at any stage pause and reinstate the hearing in order to undertake further investigation or clarify information as required.
- 4.3.23. The possible outcomes from the Hearing are:
- No further action required
 - Any sanction considered appropriate by the DO or Panel.
 - Any education considered appropriate by the DO or Panel.
- 4.3.24. All relevant parties will be informed of the outcome.

4.4. **Right of Appeal**

Any finding of the DO/Panel can be appealed through the British Basketball Federation Appeal Process.

4.5. Process Outline (for information only)



Section 5 - National Competition Regulations

5.1. Management

- 5.1.1. These Regulations shall apply to all **Scottish Basketball Championships** (SBC) organised by **basketballscotland** and will thereafter be referred to as national competitions unless specific regulations require clarity.
- 5.1.2. 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.
- 5.1.3. 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)
- 5.1.4. Disputes, protests and disciplinary will be dealt with under the relevant section of the regulations and the Appeals document where relevant
- 5.1.5. **basketballscotland** retain the right to issue corrections and amendments or clarifications to uphold the intention of the rules as communicated.

5.2. Entry

- 5.2.1. Clubs must be affiliated to **basketballscotland** prior to the first game(s) of the season.
- 5.2.2. Players, coaches and officials must be appropriately registered with **basketballscotland**.
- 5.2.3. Clubs must meet the minimum requirements for entry to national competition: [SBC Minimum Entry Requirements 2024 - 25](#)
- 5.2.4. A current copy of the Club's Governance documents, aligned to our MOR, should be uploaded to **basketballscotland's** JustGo membership management system

5.3. Finance

For season 2024/ 2025 the competitions participation fees per team will be as follows:

League Entry		Scottish Cup Entry	
Senior	£350	Senior	£50
U18	£250	U18	£25
U16	£200	U16	£25
U14	£150	Wheelchair	£25
Wheelchair SBC	£50	Chair's Cup	£25

5.4. Player Eligibility and Coach Requirements

Player eligibility requirements relating to registration, nationality and disciplinary procedures are set out in the relevant sections of this document.

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

- 5.4.1.1. 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.
- 5.4.1.2. 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.
- 5.4.1.3. If the Club play a player under another name, in addition to the above, the coach will be suspended from coaching in any SBC competition for a period of no less than 5 games. This is effective over all levels of coaching. The Club will be fined a minimum of £200.00.
- 5.4.2. A player may play for only one Team in a Scottish Cup competition.
- 5.4.3. Coaches must hold an active basketball coaching qualification recognised by **basketballscotland** to coach in all competitions.
- 5.4.4. Coaches of youth teams, competing in any youth competitions led or supported by **basketballscotland**, must be PVG Scheme members in respect of regulated work with children. Applications for PVG Scheme Records must **either** be processed by **basketballscotland** **or** by the club where the club is enrolled with Volunteer Scotland Disclosure Services to access those records.

5.5. National Status

To ensure the continued development of domestic players and youth pathways, **basketballscotland** has consulted with FIBA, GB Basketball and our Senior Clubs and will enforce the following rules from season 2024/25.

The definitions below explain the terms and abbreviations used in this section:

5.5.1. Definitions:

- 5.5.1.1. **GB National** - A person holding or eligible to hold a GB passport.
- 5.5.1.2. **Non-Domestic** – A person who is not a GB National
- 5.5.1.3. **EU National** - A person holding a passport of an EU Member State or one from one of the Non-EU Members of the European Economic Area.
- 5.5.1.4. **Non-EU National** - A person who does not qualify under (5.5.1.1) or (5.5.1.2) above.
- 5.5.1.5. **Home grown players** – players meeting either of the following criteria:
 - A person holding or eligible to hold a GB passport.
 - Any other player who has been registered with **basketballscotland** for a minimum of 3 years between the ages of 12 and 20.
- 5.5.1.6. **FIBA LOC** – FIBA Letter of Clearance

5.5.2. FIBA Letter of Clearance

- 5.5.2.1. All Players (regardless of Nationality or age) who were previously registered with another Federation abroad or any player who does not hold a GB passport – require FIBA International Transfer Clearance before any license to play can be issued. (See [Appendix 1 – FIBA Letter of Clearance](#))
- 5.5.2.2. Any fees that are required by FIBA in the processing of a Letter of Clearance, will be invoiced direct by FIBA to the club contact as shown on the FIBA LOC application form. An automatic administration fine of £150 will apply if the fee is not paid within 14 days.

- 5.5.3. GB Internal Transfer Process
If a player has played in a Home Countries Association League (England, Scotland or Wales) and moves to play for a club in another HCA league, then the GB Internal Transfer process must be followed (See [Appendix 2 – GB Basketball regulations](#))
- 5.5.4. Clubs applying for an International or Internal Transfer Clearance will receive a confirmation email from GB Basketball, via the club contact email on the respective form, as will **basketballscotland** when the transfer has been approved by FIBA or GB Basketball, where applicable.
- 5.5.5. A maximum of 3 Non-Domestic players with FIBA Letter of Clearance (NDFL) can play in any Senior SBC game.
- 5.5.5.1. Home Grown non-domestic players are not included in the 3 NDFL player rule for Senior SBC competition
- 5.5.5.2. SBC Clubs can register more than 3 NDFL players
- 5.5.5.3. SBC Clubs can only list 3 NDFL players per game
- 5.5.5.4. There are no exceptions to the above. Long term residency in Scotland, work permits, visas, refugees, or leave to remain residents are all subject to the above rule.
- 5.5.6. There is no restriction on the number of home grown NDFL players at any level of competition.
- 5.5.7. Any individual categorised as an EU or non-EU national and 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.
- 5.5.7.1. FIBA/IWBF Licence fee “A” payable by the Club: for men’s Clubs: **CHF 250**
- 5.5.7.2. FIBA/IWBF Licence fee “A” payable by the Club: for women’s Clubs: **CHF 125**
- 5.5.8. Any 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.
- 5.5.9. A Club wishing to register a foreign (non-domestic) 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.
- 5.5.10. National Team Declaration Under 18s Only – Non-GB Nationals
- 5.5.10.1. For all non-GB nationals, who are Under 18 players and subject to the FIBA Transfer and Clearance regulations. The National Team name required in the form MUST match the passport nationality of the player.

<https://gb.basketball/wp-content/uploads/2022/05/National-Team-Declaration-June-2022.pdf>

5.5.11. Player's Self Declaration

- 5.5.11.1. For players coming out of an academic institution or registering for the first time with a National Federation that is not the National Federation of the player's country of origin.

<https://gb.basketball/gb-league-registration-forms/>

5.6. Fixtures

- 5.6.1. Arrangements for League fixtures will be decided by **basketballscotland** and the format of each competition will be dependent on the number of teams accepted.
- 5.6.2. A Club is required to participate in all national competition it is entered into.
- 5.6.3. Any alteration to fixtures after their formal publication will incur a fine according to Section 10 Fines, with the exception of uncontrollable or accidental incidents, which would be accepted as grounds for postponement. Examples of such incidents are extreme weather or facility issues. Both will be required to be evidenced to **basketballscotland**. Player or Coach shortages will not be accepted as reason for postponement.
- 5.6.4. Any Club postponing a game with less than 7 days notice will incur a fine as detailed in Section 10 Fines. In addition, they will be liable to cover any reasonable costs incurred by the opposition Club, including: facility hire, officials costs, catering, DJ, dance team, or other entertainment
- 5.6.5. If the teams cannot agree on a mutual date within 10 working days then the match must be played on the date set by **basketballscotland**.
- 5.6.6. 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.
- 5.6.7. Promotion and relegation will be at the discretion of the Executive Board.
- 5.6.8. Details of the format of end of season play-off competition and cost per game fees attached will be communicated to Clubs.
- 5.6.9. By entry to national competitions, Clubs are committing to participation in the play-off if they successfully qualify. Failure to participate in the play-off will incur a fine of £500 and may exclude the team from all national competitions the following season.
- 5.6.10. Scottish Cup
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.
- 5.6.11. If the teams cannot agree on a mutual date for a Scottish Cup fixture 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.
- 5.6.12. The home team shall advise the **basketballscotland** office as soon as arrangements have been agreed for the tie.
- 5.6.13. Failure to comply with the above will result in a fine being levied against the Club under Section 10 Fines.

- 5.6.14. **basketballscotland** shall be responsible for the organisation of all Finals.
- 5.7. League Positions
- 5.7.1. League positions shall be determined by awarding 2 points for a win, one point for a loss and zero points for a conceded tie.
- 5.7.2. 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 per FIBA Regulations.
- 5.8. Uniforms
- 5.8.1. Teams will comply with FIBA Regulations Article 4.3 and its sub-sections regarding uniforms.
- 5.8.2. Each team will have 2 complete contrasting uniforms, one of which will be light.
- 5.8.3. The light uniform will normally be used by the home team.
- 5.8.4. Female teams are permitted to wear dark shorts with their light uniforms so long as the entire team adheres to this.
- 5.8.5. Playing colours will be specified at the beginning of the season.
- 5.8.6. 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
- 5.9. Facilities
- 5.9.1. All venues must be approved as being suitable for the promotion of competition basketball by **basketballscotland**.
- 5.9.2. A visual scoreboard and visual clock shall be provided to give information to players, officials and spectators during the game.
- 5.9.3. Table equipment must comply with the regulations contained in the FIBA/IWBF Rule Book i.e. electronic device for completion of Swish statistics, 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).
- 5.9.4. 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.
- 5.9.5. An approved Wilson Match Ball must be used in all matches (men's size 7 and women's size 6)
- 5.9.6. 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.
- 5.9.7. Failure to comply with any of the above will result in a fine being levied against the Club under Section 10 Fines.
- 5.10. Gate Receipts
- 5.10.1. The home team shall retain all gate receipts for League matches and all Cup matches up to and including the Semi Finals.
- 5.10.2. **basketballscotland** will arrange all Cup Final matches and shall be responsible for all event expenses except team travelling expenses. Participating teams will be entitled to receive 30 complimentary tickets for the athletes.
- 5.11. Games Disputes and Protests
- 5.11.1. 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.

- 5.11.2. Copies of the written report must be sent at the same time to the opposing team secretary and the game officials.
- 5.11.3. Under no circumstances can a result be protested on the judgement of match officials.
- 5.11.4. Any submission not meeting with the above criteria will be deemed invalid and dismissed without review.
- 5.11.5. On receipt, the documentation will be considered by the Independent SBC Commissioner and a decision communicated back to all parties within 3 working days.

For appeals process refer to relevant section.

5.12. Officials

- 5.12.1. **basketballscotland** have appointed an Independent SBC Commission (ISC).
 - 5.12.1.1. For season 2024 – 25, the ISC will be Eddie McKinley
 - 5.12.1.2. The ISC will be tasked with dealing with disputes and challenges to the regulations.
 - 5.12.1.3. The ISC **will not** investigate any non-appealable administrative fines, these will be processed by **basketballscotland**.
- 5.12.2. 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.
- 5.12.3. Table Officials (Scorer, Timer and Shot Clock Operator) shall be provided by the home team.
- 5.12.4. All Table Officials should be qualified and registered with **basketballscotland** for the current season.
- 5.12.5. **Procedure in the event of absence of official(s)**
 - 5.12.5.1. 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.
 - 5.12.5.2. 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.
 - 5.12.5.3. If there are no suitable qualified referees available, the officials present, both teams shall be consulted on whether they wish to continue with just one referee. If both teams do not agree to this, only then shall the game be postponed.

5.13. Fines

Under noted are the fines, which will be levied for contravention of the Regulations. These fines are administrative and non-appealable:

Fine	Amount	Additional information
League Withdrawal	£250	Plus, £50 per unfulfilled fixture
Failure to submit all fixtures for approval by the deadline date	£25	Charge is per fixture
Alteration to published fixtures	1 st change: £50 2 nd change: £100 3 rd change: £150 4+ changes: £200 plus a one-point deduction per subsequent change	
Fixture changed within 7 days of the scheduled game	£250 20 – 0 win to opponent 0 points for the altering team	Financial losses for opposition will be met by altering club. Costs include, but are not limited to: hall hire, DJ / Announcer, video / streaming, table and officiating costs.
Non-completion of Fixture Schedule	£50.00 per match	Non-complete fixtures will be determined at the end of the season
Fielding ineligible or unregistered player	£50.00	Per player per game
Participation of unregistered or ineligible coach	£50.00	Per coach per game
Participation of an under qualified but registered coach	£25	Per coach per game
Failure to produce an Official Player List	£30.00	
Failure to provide a suitable match ball	£30.00	
Failure to provide adequate table and scoring equipment	£30.00	
Failure to provide appropriately qualified table officials*	£25.00	Fine is per official
Failure to wear matching / appropriate uniform	£25.00 £50.00	If 1 uniform inappropriate If more than 1 uniform is inappropriate
Failure to supply mopping provision	£25.00	
Attendance at an SBC Youth Game with fewer than 8 players	£25.00	
Attendance at an SBC Senior Game with fewer than 8 players	£50.00	
Failure of home team to advise of details of Scottish Cup tie	£50.00	
Failure to honour Play-Off games	£500 and exclusion from national competition the following season	

* a) Scorekeeper. b) Timekeeper. c) Shot Clock Operator. All 3 Table Officials MUST be qualified at the appropriate level and registered with **basketballscotland**.

Appendix 1 - FIBA Letter of Clearance

All Players (regales of Nationality or age) who were previously registered with another Federation abroad i.e. outside of GB (this includes clubs in Northern Ireland) required FIBA International Transfer Clearance before any license to play can be issued.

<https://gb.basketball/fiba-players-international-clearance/>

All players who are NON-GB nationals and of any age, who are being licensed to play anywhere in GB, i.e. they have NEVER played basketball in another country/federation, are also subject to the International Clearance process, as first registrations in a Federation. This applies to players who were born in GB but do not have a GB passport, as their playing nationality is based on passport NOT birth country. See guidance within the form via the link provided above.

These regulations apply to players who are refugees or seeking asylum in GB, EU Citizens with settled or pre-settled visa status.

National Team Declaration Under 18s Only – Non-GB Nationals

For all non-GB nationals, who are Under 18 players and subject to the FIBA Transfer and Clearance regulations. The National Team name required in the form MUST match the passport nationality of the player.

National Team Declaration

<https://gb.basketball/wp-content/uploads/2022/05/National-Team-Declaration-June-2022.pdf>

Player's Self Declaration

For players coming out of an academic institution or registering for the first time with a National Federation that is not the National Federation of the player's country of origin.

Players Self-declaration

<https://gb.basketball/wp-content/uploads/2021/07/FIBA-Players-Self-Declaration-March-2021.pdf>

Appendix 2 - GB Basketball Regulations

As required by FIBA, the British Basketball Federation (BBF or GB Basketball) being the National Basketball Federation have in place a number of regulations and policies that apply to all basketball participants across the whole sport in Great Britain.

These include regulations covering licensing and FIBA Transfer and Clearance requirements. A link to the guidance and applicable forms and regulations can be viewed via: <https://gb.basketball/>

GB Internal Transfer Process

If the player (U18 or Adult (18 & over)) has played in an HCA (Home Countries Association) league (England, Scotland or Wales) and moves from that HCA league, to a club in another HCA league, then the GB Internal Transfer process must be followed. e.g. played in England, moves to Scotland and registers to play with a team in the Scottish League and vice versa, ie. cross border player movement. A link to the GB Internal Transfer form is shown below.

Senior Players:

<https://gb.basketball/gb-league-registration-forms/>

U18 Players:

<https://gb.basketball/wp-content/uploads/2021/10/FIBA-International-Clearance-Guidance.pdf>

Any fees that are required by FIBA in the processing of a Letter of Clearance, will be invoiced direct by FIBA to the club contact as shown on the FIBA LOC application form. An automatic administration fine of £150 will apply if the fee is not paid within 14 days.

Clubs applying for an International or Internal Transfer Clearance will receive a confirmation email from GB Basketball, via the club contact email on the respective form, as will **basketballscotland** when the transfer has been approved by FIBA or GB Basketball, where applicable.

Appendix 3 – Record of complaint/dispute

I,am hereby lodging a complaint / dispute on
behalf of,
against.....

The incident occurred on/...../..... at

The complaint is based on **basketball**scotland code of conduct section:

Description of complaint / dispute including breach of culture:

Please provide names of any witnesses present:

The outcome I would like to see is:

Signed:

Date:

Position:

Phone / Email: