



GROUND REGULATIONS -BOROUGH BRIGGS, ELGIN



ENTRY TO THIS GROUND, WHETHER ON PAYMENT OR OTHERWISE, SHALL BE DEEMED FOR ALL PUPOSES TO CONSTITUTE AN UNQUALIFIED ACCEPTANCE TO BE BOUND BY AND AN UNDERTAKING TO COMPLY WITH THESE GROUND REGULATIONS AND RELEVANT FOOTBALL RULES.

1. All matches are played in accordance with the **RULES AND REGULATIONS** of The Scottish Football Association, The Scottish Professional Football League and, where applicable, the Regulations of FIFA/UEFA Competitions ("Football Bodies" and "Football Rules"). Capitalised words and phrases in these ground regulations ("Ground Regulations"), except where herein defined, have the meanings given to them in the Rules and Regulations of The Scottish Professional Football League; a copy of which is available at: <http://spfl.co.uk/docs/>
2. **PLAY OR AN EVENT cannot be guaranteed to take place on any day or at any time** and the relevant Home Club ("Club/Event Organiser") at the match concerned ("the Match") or event in the stadium to which these Regulations apply ("the Ground") reserves the right to change its advertised fixtures without prior notice and without liability.
3. All **TICKETS** for Matches ("Tickets") sold/issued ("Allotted") by or on behalf of the Club/Event Organiser are issued on the express conditions that no Ticket holder shall sell or transfer same for a higher price than appears on the face of the Ticket. In the event of any breach of this regulation, the Club/Event Organiser reserves the right to cancel each Ticket concerned and to retain any money paid on Allotment.
4. In the event of a **MATCH BEING ABANDONED** after having kicked-off, you may be entitled to a refund of the admission charge paid in the determination of the Club/Event Organiser acting reasonably. Where a Match is abandoned before the expiry of the first half, admission arrangements for the re-arranged fixture will be issued to those who attend the abandoned Match. The arrangements in cases where the Match is abandoned after the expiry of the first half shall be a matter for the discretion of the Club/Event Organiser.
5. In the event of a **MATCH BEING POSTPONED**, for any reason, before having kicked off, any Ticket purchased for the Match will be valid on the postponed date.
6. All persons entering the Ground must pay for admission or otherwise hold a genuine **TICKET or other permission from the Club/Event Organiser** which was validly issued.
7. Unauthorised persons are not permitted to **ENTER UPON THE FIELD OF PLAY**, trackside or any place which is not a spectator area. Such incursions will be treated with utmost seriousness and will be liable to arrest and criminal proceedings as well as to disciplinary sanctions by the Club/Event Organiser which may lead to long term exclusion from the Ground.
8. Only persons specifically authorised in writing by the Club/Event Organiser are permitted to offer Newspapers, Periodicals or any other **ARTICLES FOR SALE** in the Ground and any charitable collection will only be permitted within the ground with the prior written consent of the Club/Event Organiser.
9. Unnecessary **NOISE** such as from the use of radio sets and behaviour likely, in the opinion of the Club/Event Organiser to cause confusion, annoyance, fear, upset or nuisance of any kind is not permitted in any part of the Ground.
10. The use of disorderly, violent and/or threatening behaviour and/or the use of foul and/or abusive language, racial, sectarian, homophobic or discriminatory abuse, singing and/or chanting of any kind and damage to property is all strictly forbidden, is **UNACCEPTABLE CONDUCT** and each and all of same and if constituting a criminal act and/or acts may result in arrest and/or prosecution and/or in conduct which does not constitute a criminal act and/or in the case of a criminal act, a 'ban' from the Ground, regulated football Matches, the confiscation of any Ticket purchased or held and/or any other sanction as may be determined by the Club/Event Organiser and/or in the case of a failure to comply with and/or a breach of Football Rules by the relevant Football Body..
11. The following articles **MUST NOT BE BROUGHT INTO THE GROUND prohibited weapons, knives, fireworks, smoke canisters, air-horns, flares, weapons, dangerous or hazardous items, laser devices, bottles, glass vessels, cans, poles and any article that might be used as a weapon and/or compromise public safety**. It is an offence punishable by law and **Unacceptable Conduct** for any person to enter or attempt to enter the Ground whilst in possession of any article which is a firework or any article or substance whose purpose or any part of its purpose is the emission of a flare for purposes of illuminating or signalling or the emission of smoke and/or gas and any person in possession of such articles will be refused entry to the Ground and if having entered, to expulsion from the ground and such other sanction as may be determined by the Club/Event Organiser and reported to the Police.
12. It is a criminal offence and **UNACCEPTABLE CONDUCT** for any person to enter or attempt to enter the Ground: **1** whilst in possession of a container or any other item which is or can hold liquid or any other thing and which, if thrown, would cause injury to another person; **2** whilst in possession of alcohol; and/or **3** whilst drunk.
13. Any person entering the ground may, at the sole discretion of the Club/Event Organiser be **SEARCHED** and is deemed to have consented to be so searched, for any item or Material the possession or use of which may result in and/or cause or contribute to Unacceptable Conduct.
14. **STANDING IS FORBIDDEN** in seated spectator viewing areas.
15. **BANNERS** and/or other articles which could, or might be used as a weapon, or cause annoyance or unnecessary obstruction or offence and/or which may cause or contribute to Unacceptable Conduct are not permitted within the ground.
16. Under no circumstances is it permitted to **THROW** or otherwise cause any objects or Materials to enter on to the pitch, pitch surroundings, track(s) and/or Technical Area.
17. At all times, the **RIGHT OF ADMISSION** is reserved to and by the Club/Event Organiser and no transfers within the Ground are permitted. Spectators found in an area for which they do not have a valid Ticket may be ejected.
18. **MOBILE TELEPHONES, SMARTPHONES** and other similar mobile telephonic devices ("Mobile Devices"), excluding cameras which are not part of and subsidiary to a Mobile Device, are permitted within the Ground, PROVIDED THAT, (i) they are used for personal and private use only, which, and by way of example only, shall not include the capturing, logging, recording, transmitting, playing, issuing, showing, or any other communication of any material ("Capturing"), for any commercial purpose; and (ii) no material that is Captured by a Mobile Device or other device may be published, communicated, transmitted, sent, broadcast and/or otherwise made available by any means to any third party including, without limitation, social networking sites or any other means of communication and/or transmission.
19. Save as provided in paragraph 18 above, **NO PERSON** (other than a person who holds an appropriate licence) **MAY RECORD, TRANSMIT, PLAY, ISSUE, CAPTURE, LOG, BROADCAST, SHOW OR OTHERWISE COMMUNICATE ANY MATERIAL** including and/or comprising any audio, visual or audio-visual Material or any information or data, by digital or other means, in relation to a Match taking place in the Ground, any players or other persons present in the Ground and/or the Ground, nor may they bring into the Ground or use within the Ground (or provide to, facilitate or otherwise assist another person to use within the Ground) any equipment or technology which is capable of capturing, logging, recording, transmitting, playing, issuing, showing or otherwise communicating (by digital or other means) any such Material as described above. Any person failing to comply with these restrictions is deemed to be liable to have such equipment, technology and Material in whatever form, confiscated without compensation by the Club/Event Organiser. Copyright, Database Rights and any other intellectual property rights in any such unauthorised recording or transmission is assigned (by way of present assignation or assignations of future rights) to the relevant Football Authority organising the Match in its relevant Competition. You further agree (if and whenever required to do so by said relevant Football Authority to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to said relevant Football Authority absolutely and, where legally permissible, with full title guarantee.
20. All **PERSONS ENTERING GROUND** are admitted only subject to these Ground Regulations and to the Football Rules and Regulations of The Scottish Football Association and The Scottish Professional Football League
21. The Club/Event Organiser reserves the right: (i) for its employees, agents, security staff and contractors to **REMOVE FROM THE GROUND**; and (ii) to **IMPOSE SANCTIONS** as regards future entry to the Ground on, any person who does not comply with these Regulations and/or the Rules of The Scottish Football Association, The Scottish Professional Football League and/or, where applicable, the Regulations of the FIFA/UEFA Competitions or whose presence in the Ground is or could reasonably be considered as constituting a source of danger, nuisance and/or annoyance to other persons within the Ground.
22. **SMOKING INCLUDING ALL PIPES AND E CIGARRETTES IS FORBIDDEN INSIDE THE GROUND**
23. On no account will admission to the Ground be granted to a person who is subject of a current **FOOTBALL BANNING ORDER**.
24. **CCTV** cameras may be in use in and around the Ground and recordings of images, both moving and still, from such CCTV cameras and any other cameras in or on the Ground may be used in any proceedings and/or for any purposes relating to the management and/or control of the Ground by the Club/Event Organiser, the Police, the Visiting Club and the relevant Football Authority. By entering the GROUND, you are deemed to have consented to the use of such images from such CCTV systems and cameras and for such images to be shared with and/or used by the Club/Event Organiser, the relevant Football Body and by and with the owners and operators of any Club participating in any Match at which such images are captured and/or recorded.

INFORMATION

You should be aware that in terms of a protocol with Police Scotland the details, images and/or result of any arrest, detention and/or prosecution occurring relating to a Match may be shared with the Club/Event Organiser. FOOTBALL BANNING ORDERS may be imposed on individuals who breach and/or fail to comply with these Ground Regulations.