

Scottish Football Association

Appellate Tribunal

Rangers Football Club v Compliance Officer

Case reference 2025/26/488

Written reasons

Introduction

1. This is an appeal against the sanctions imposed following Rangers Football Club's admission of a breach of Disciplinary Rule 37 arising from the events at Ibrox Stadium on 8 March 2026. Liability is not in issue. For the reasons which follow, we allow the appeal in part.

2. The first-instance Tribunal ordered that Rangers' next home Scottish Cup match be played behind closed doors and that Rangers pay £100,000 to the visiting club within 30 days of completion of that match. It imposed equivalent further sanctions, suspended until the conclusion of season 2027/28, to take effect upon a further failure by Rangers to prevent unacceptable conduct by its supporters at a Scottish Cup fixture during that period.

3. We have considered the determination and written reasons of the first-instance Tribunal, the notice and grounds of appeal, the parties' written and oral submissions, and the authorities cited. Rangers relies upon paragraphs 16.9.1, 16.9.3 and 16.9.4 of the Judicial Panel Protocol for season 2025/26 (the JPP). The substantive rule and available sanctions are those applicable to the admitted breach. The later, stricter formulation of Rule 37 does not apply retrospectively.

The approach to the appeal

4. No application was made for a rehearing. We therefore proceed upon the first-instance findings of fact and ask whether Rangers has established a permitted ground of appeal. Our task is not to determine afresh the sanction which we would have imposed. The existence of a power to vary a sanction must be distinguished from the grounds which justify its exercise.

5. Paragraph 16.9.4 expressly permits intervention where a sanction is excessive or inappropriate. A separate error of law need not be established in every case, but disagreement with the first-instance assessment, or a preference for another available sanction, is insufficient. The Tribunal's exercise of discretion must be accorded appropriate respect.

6. That approach is consistent with *DePuy International Ltd v Gilchrist* [2023] CSIH 47, paragraph 37, and the principle in *Britton v Central Regional Council* 1986 SLT 207: an appellate body will not interfere merely because it would have exercised a discretion differently but may do so where the decision proceeds upon a wrong principle or is so plainly wrong that the discretion must have been exercised wrongly.

7. In *Bradley v Jockey Club* [2004] EWHC 2164 (QB), paragraph 43, Richards J explained that proportionality may admit a range of proper answers and that the primary decision-maker enjoys a discretionary area of judgment. Bradley concerned judicial supervision, whereas our jurisdiction derives from the JPP. Its reasoning nevertheless assists in identifying the restraint appropriate to this appeal. Paragraph 46 also illustrates that, once disproportionality has been identified, an internal appeal body may substitute a penalty where its rules authorise that course.

8. Counsel also referred us to *Donaldson v HM Advocate* 1983 SCCR 216 at 218 and *Mack v Standards Commission for Scotland* [2022] CSIH 15. We have considered those authorities alongside the principles of appellate restraint discussed above. *Donaldson* explains that the question is whether, in all the circumstances, the sanction actually imposed was excessive, rather than whether the appellate tribunal would have imposed a different sanction; only upon an affirmative answer does the question of replacement arise. *Mack*, in its particular statutory and Article 10 context, illustrates the importance of examining a sanction's practical consequences when assessing proportionality. Applying those principles within paragraph 16.9.4 of the JPP, we have considered the individual sanctions and their cumulative effect, while giving appropriate respect to the Tribunal's assessment.

9. The distinction between the relevance of a consideration and the weight to be attributed to it is explained in *Tesco Stores Ltd v Secretary of State for the Environment* [1995] 1 WLR 759 at 780. Likewise, *Volpi v Volpi* [2022] EWCA Civ 464, paragraph 2, cautions against inferring that evidence was overlooked merely because it was not expressly discussed, or subjecting reasons to narrow textual criticism. Those principles do not preclude intervention where a material defect in reasoning or sanction is established.

10. The reasons must be read fairly and in context. Applying *Wordie Property Co Ltd v Secretary of State for Scotland* 1984 SLT 345 at 348, they must leave the informed reader in no real and substantial doubt as to why the decision was reached and the material considerations upon which it depended. *South Bucks District Council v Porter (No 2)* [2004] UKHL 33, paragraph 36, requires the principal controversial issues to be addressed, but does not require an answer to every submission or an exhaustive account of the evidence.

The scope of the grounds of appeal

11. The Compliance Officer submits that Rangers' complaints of irrationality and inadequate reasons are impermissible additional grounds because Rangers did not invoke paragraph 16.9.2. We do not accept that the terminology used necessarily takes those complaints outside the pleaded appeal. The notice expressly connects the criticisms of mitigation and reasons with the grounds upon which Rangers relies. We consider those criticisms insofar as they bear upon a permitted ground; we entertain no separate challenge that the Tribunal acted outwith its powers.

12. Similarly, the detailed arguments concerning compensation and the suspended conditions develop the pleaded contention that the sanctions were excessive or inappropriate. We address them on that basis. They do not require us to reopen the findings of fact or conduct a rehearing.

The nature of the admitted breach

13. Rangers repeatedly characterises Rule 37 as imposing 'strict liability' for its supporters' conduct. The rule applicable to this breach does not use that expression. More significantly, the relevant obligation is expressly qualified by the words 'as far as is reasonably practicable'. It is the substance of that obligation, rather than the label attached to it, which governs its legal effect. The occurrence of unacceptable conduct by a supporter does not, without more, establish a breach of that qualified duty by the Club. The admitted charge concerned the second paragraph of Rule 37. Rangers was not being sanctioned in these proceedings for a separate breach of the additional stadium-management obligations contained in the first paragraph.

14. Rangers admitted a breach of the rule as it stood and thereby admitted a failure to discharge its qualified obligation. Liability is not challenged in this appeal and it is therefore not open to Rangers to contend that it nevertheless complied with that obligation. The admission does not convert the rule into one of strict liability. Its liability was not imposed merely because supporters committed misconduct, irrespective of what the Club could reasonably have done. Describing the charge as one of strict liability cannot recast the admission as acceptance only of responsibility for the independent acts of others. That conclusion involves no additional finding of deliberate wrongdoing or of a particular operational omission beyond the admitted breach.

15. The admission did not exclude mitigation. Rangers remained entitled to rely upon preventative measures, operational constraints, cooperation and subsequent remedial action when addressing sanction. Equally, its characterisation of the rule does not itself require a lesser sanction. We assess the appeal by reference to the obligation admitted to have been breached and the reasons supporting the sanctions imposed.

The immediate stadium closure

16. We refuse the appeal against the order that Rangers' next home Scottish Cup match be played behind closed doors. The first-instance findings disclose misconduct of exceptional seriousness. Rangers supporters entered the field masked and armed with weapons, sought to intimidate and attack persons associated with the opposing club, and participated in disorder involving assaults, injuries and the repeated throwing of an ignited flare. Those findings provided a substantial basis for an immediate sanction of considerable severity.

17. Against that background, Rangers relies upon extensive planning, enhanced stewarding and searches, Police Scotland's satisfaction with the pre-match arrangements, its cooperation after the incident and the introduction of a supporter conduct policy. These were relevant matters. The question is whether the reasons disclose a material failure to consider them, rather than an assessment of their weight with which Rangers disagrees.

18. Read together, paragraphs 1, 2 and 5 of the first-instance reasons do not establish that the admission was treated as excluding mitigation. They record the Tribunal's assessment of the preventative and subsequent measures, and its view that aspects of Rangers' presentation understated the Club's own responsibility. Although fuller discussion would have been preferable, we are not persuaded that the Tribunal refused, as a matter of principle, to consider the mitigation advanced.

19. Nor was the Tribunal required to regard the description of Rangers' supporters' incursion as reactionary, or the role of the visiting supporters in initiating the sequence of events, as materially diminishing the gravity of the deliberate violence which it found. The responsibility of others could be recognised without displacing Rangers' admitted failure or requiring a lesser sanction. The sequence of events did not excuse the conduct of its supporters.

20. The questions reportedly asked about the mascot and a comparison with fielding an ineligible player do not, without more, demonstrate prejudgment or a denial of a fair opportunity to present the case. We find no established procedural unfairness warranting interference with the immediate closure. In reaching that conclusion, we do not treat legal representation or the mere receipt of submissions as conclusive of fairness.

21. The Tribunal considered alternative sanctions, including a fine, prohibition orders and partial closure. Paragraph 13 identifies the practical difficulty with prohibition orders where names had not been supplied and the membership of relevant groups was nebulous. The existence of arrests or cases under Rangers' supporter conduct policy does not, of itself, establish that identified persons suitable for such orders had been placed before the Tribunal. The Tribunal also identified general deterrence as an objective at paragraph 6. That was a

relevant consideration but the sanction imposed still requires justification by reference to this breach and the circumstances of the Club.

22. Rangers criticises paragraph 14 because the Blackburne passage concerning the circumvention of bans related to Celtic's arrangements. Evidence of shortcomings at another club cannot, without analysis, establish identical shortcomings at Rangers. The Tribunal's reasoning, however, went further: it identified the practical risk that supporters would obtain admission elsewhere in the stadium and expressly considered Rangers' measures insufficient to alleviate that risk. Rangers has not demonstrated that this evaluative conclusion was unavailable to the Tribunal.

23. The availability of partial closure did not create a presumption that it would be sufficient in this case. Nor was the Tribunal required to identify and reject every possible level of fine before concluding that a financial penalty would not adequately reflect the gravity of the breach or achieve the necessary deterrent effect. The reasons disclose why the Tribunal considered a substantial immediate restriction on attendance necessary.

24. The Tribunal also expressly recognised the likely seven-figure loss of revenue resulting from full closure. Its financial severity was therefore part of the assessment. We recognise, too, its impact upon supporters who bore no individual responsibility for the misconduct. Applying the principles in *Bradley and Volpi* and reading the reasons in accordance with *Wordie Property* and *South Bucks*, Rangers has not established that the immediate closure fell outside the range properly available. None of the pleaded grounds succeeds in respect of that order, which we affirm under paragraph 17.6.1(a).

The suspended sanctions

25. Different considerations arise in relation to the further suspended closure and compensation payment. Paragraph 15.3.1 permits suspension upon appropriate conditions, and continuing deterrence was a legitimate objective. A suspended sanction need not be confined to activation by misconduct identical to the original breach. Its conditions and consequences must nevertheless be proportionate when considered as part of the overall disposal.

26. The immediate closure already excludes all supporters from a home Scottish Cup fixture and carries the substantial financial consequence recognised by the Tribunal. The immediate £100,000 payment, although compensatory in purpose, adds to Rangers' financial burden. Those consequences do not render the immediate sanctions inappropriate, but they are material when assessing the justification for additional suspended punishment.

27. The condition extends to a further failure by Rangers to prevent unacceptable conduct by its supporters at any Scottish Cup fixture until the conclusion of season 2027/28. It contains no express qualification by reference to the nature, extent or seriousness of that further failure. We do not accept that a mere allegation, or the occurrence of misconduct by a supporter, necessarily establishes that the condition has been satisfied. Nor do we assume that activation could lawfully occur without an opportunity to contest that issue. Rangers' description of activation as wholly automatic therefore requires qualification.

28. Even on a construction requiring a further breach to be admitted or determined, the condition encompasses failures of materially different gravity. It prescribes the same further full closure and £100,000 payment without identifying how the seriousness of the triggering failure could affect those consequences. The requirement for a further determination does not itself resolve that concern. Counsel for Rangers proposed that activation should be confined to a subsequent breach comparable in seriousness to the present breach. We have considered that alternative. Such a condition would require sufficient clarity as to the threshold for activation and would not, in any event, resolve our concern about the proportionality of the additional package when considered alongside the substantial immediate sanctions.

29. Paragraphs 21 and 22 of the first-instance reasons identify the need for continuing deterrence. They do not adequately explain why this additional package, upon a condition of such breadth, was proportionate alongside the substantial immediate punishment. Recognising distinctions in seriousness when determining consequences does not imply that lesser unacceptable conduct is permissible.

30. Considering all the circumstances of the case and the sanctions as a whole, our conclusion rests upon the combination of the substantial immediate sanctions, the severity of the additional package and the breadth of the activation condition. It does not depend merely upon brevity in the reasons or the omission of procedural detail. Considered cumulatively, the suspended sanctions as imposed are excessive or inappropriate under paragraph 16.9.4.

31. We recognise the caution in *R (Gallaher Group Ltd) v Competition and Markets Authority* [2018] UKSC 25, paragraphs 31-32 and 41, that substantive unfairness is not a distinct ground of judicial review. Our conclusion rests upon the express sanction ground in the JPP. *Braganza v BP Shipping Ltd* [2015] UKSC 17, paragraph 24, likewise recognises scrutiny of both the reasoning process and the resulting decision. The existence of a discretion does not answer a challenge to the manner in which it has been exercised.

32. We have considered whether the condition should instead be narrowed. Clarifying the need for a further established breach would address only part of the concern. It would not resolve our conclusion as to the proportionality of the additional package in the circumstances of this case. The reasons provide no sufficient basis for selecting a replacement substantive threshold. We therefore set aside both suspended orders under paragraph 17.6.1(c), reducing the overall sanction in accordance with paragraph 17.6.1(e).

33. That disposal does not prevent the Compliance Officer from investigating and bringing a fresh complaint concerning a subsequent alleged breach. Rangers would retain its rights to contest any such complaint and to pursue any appeal available under the applicable rules. Any such complaint would be determined under the applicable rules and in its own factual context, with Rangers' relevant disciplinary history and all other circumstances considered. The availability of fresh proceedings is not itself the ground for intervention; it confirms that removal of these orders neither confers immunity nor leaves future misconduct beyond disciplinary scrutiny.

The immediate compensation order

34. Subject to the qualification concerning Celtic below, we refuse the appeal against the principle and amount of the immediate compensation payment. Rule 37, sanction (j), expressly permits compensation. The closure deprives the visiting club of the opportunity to receive its ordinary share of gate revenue, and the Tribunal was entitled to address that collateral financial consequence.

35. Paragraphs 16 to 20 of the first-instance reasons identify the stadium's capacity, the likely revenue consequences and the uncertainties concerning the opponent, stage of the competition, ticket prices and attendance. The Tribunal assessed the likely loss to the visiting club as a six-figure sum and sought to reduce that loss without imposing a disproportionate additional burden upon Rangers.

36. The impossibility of calculating the loss precisely before the draw and fixture arrangements were known did not preclude a reasonable assessment. We accept £100,000 as a rounded contribution towards anticipated loss, rather than an exact calculation or a guarantee of full reimbursement. Applying Wordie Property and South Bucks, the reasons sufficiently identify the basis and purpose of that assessment. Those authorities do not dispense with the need for an evidential basis for the amount; on the material advanced, however, Rangers has not demonstrated that the figure fell outside the permissible range of assessment.

37. The payment falls due within 30 days after completion of the fixture. The fact that the loss had not crystallised when the order was made does not itself render a prospective award inappropriate. The payment's purpose is compensatory and distinct from that of a fine, although its financial effect upon Rangers remains relevant to the cumulative assessment of sanction.

The position if Celtic is the visiting club

38. The order requires qualification if Celtic is the visiting club for the match affected by closure. Paragraph 17 of the first-instance reasons expressly proceeds upon protecting a visitor which would not have been responsible for the situation giving rise to the sanctions. That premise does not apply in the same way to Celtic, which was itself sanctioned for a Rule 37 breach arising from the same match and disorder.

39. We recognise that Celtic could nevertheless lose revenue from the future fixture, and that responsibility for the original incident does not automatically extinguish an ordinary entitlement to such revenue. Our conclusion concerns the scope of this discretionary compensation order. It determines no contractual revenue entitlement and establishes no general rule that a sanctioned club may never receive compensation for a later loss.

40. Counsel for the Respondent submitted that the sanction was imposed before any Scottish Cup draw involving Rangers and Celtic for the 26/27 season was made. He therefore argued that it was correct for the Tribunal not to make allowances for Rangers and Celtic drawing each other. He also submitted that disapplying the £100,000 payment if Rangers were to draw Celtic at Ibrox could amount to "double punishment". The Appellate Tribunal does not agree with this assessment. The fact that the draw had not yet taken place did not prevent the Tribunal from making provision for that identifiable contingency. Nor does excluding Celtic from this particular compensatory payment impose a second disciplinary sanction upon it. The qualification concerns the scope of an order expressly justified by reference to protecting an otherwise uninvolved visiting club. It determines no ordinary contractual entitlement to revenue.

41. The unrestricted order imposed from the Tribunal, fails to distinguish the other club sharing disciplinary responsibility for the underlying incident from an otherwise uninvolved visiting club. That distinction is material to the protective purpose expressly adopted by the Tribunal. In these particular circumstances, extending the fixed payment to Celtic is inappropriate under paragraph 16.9.4. The qualification limits this order consistently with its stated justification; it does not impose a further disciplinary sanction upon Celtic.

42. The principles concerning relevant considerations in Braganza, paragraph 24, and the contextual approach to reasons in Wordie Property support scrutiny of that mismatch between the order's justification and its scope. They do not dictate the exception. Our conclusion follows from applying paragraph 16.9.4 to this order in these circumstances, rather than from a general impression of unfairness of the kind cautioned against in Gallaher.

Disposal

43. The appeal is allowed in part. We affirm the order that Rangers' next home Scottish Cup match be played behind closed doors. We set aside the suspended further stadium closure and the suspended further compensation payment.

44. We affirm the immediate compensation payment of £100,000, payable within 30 days of completion of the match, but vary its terms under paragraphs 17.6.1(c), (e) and (i) to provide that no payment is due under that order if Celtic is the visiting club. For any other visiting club, the amount and deadline remain unchanged. The qualification does not affect the requirement to play the match behind closed doors.

45. Our intervention is confined to those components for which a ground under paragraph 16.9.4 has been established. Liability and the first-instance findings of fact remain undisturbed.

Chair

Scottish Football Association Appellate Tribunal

28th October 2026