



England  
Rugby

# RFU RULES AND REGULATIONS

2018 – 2019

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# [ RFU RULES ]

# RFU RULES

## **RULES OF THE RFU**

### **RUGBY FOOTBALL UNION**

**REGISTERED NUMBER: 27981R**

#### **I NAME, OBJECTS AND POWERS**

##### **1 Name**

The Society shall be called the 'Rugby Football Union'.

##### **2 Definitions and Interpretation**

2.1 Except where the context otherwise permits or requires, the words and expressions listed in Rule 34 shall bear the meanings given to them therein.

2.2 Subject to the provisions of the Act any difference of opinion as to the interpretation of these Rules or on any matter not provided for therein shall be decided by the chairman of a General Meeting at such meeting or by the Council in every other circumstance, and every such decision shall be recorded in the minutes and shall be accepted as the true meaning until thereafter otherwise interpreted on due notice at a subsequent General Meeting.

2.3 Any reference to a statute or statutory provision is a reference to that statute or statutory provision as amended, consolidated, replaced and/or re-enacted from time to time and includes any subordinate legislation from time to time in force made under it.

##### **3 Objects**

3.1 To encourage the Game, and its values, to flourish across England.

3.2 To grow the Game in England through the Union's performance and values, namely teamwork, respect, enjoyment, discipline and sportsmanship.

3.3 To administer the Game as its governing body in England.

3.4 To promote the playing and administration of the Game in England in accordance with the Laws of the Game, the RFU Regulations and World Rugby Regulations.

3.5 To promote inclusivity and diversity within the Game.

3.6 To assist the development and playing of the Game throughout the world.

- 3.7 To provide, maintain and operate a national stadium or stadia.
- 3.8 To operate representative men's and women's teams.

#### **4 Powers of the Union**

To further its objects the Union shall have the power to do all such things as are incidental or conducive to the objects of the Union including (but not limited to) all or any of the following:

- 4.1 Either directly or indirectly to employ, invest and deal with the assets and funds of the Union for the objects of the Union in such manner as shall be considered by the Board of Directors to be expedient, and to do all such other acts and things and carry on all such other activities (including (but not limited to) leasing, sub-leasing, releasing, renting, acquiring, altering, erecting, holding, selling, improving, developing, repairing, hiring, lending with or without security or otherwise dealing with real and personal property of any kind) as shall be considered by the Board of Directors to be necessary or expedient for the purposes of the Union or the advancement of its interests.
- 4.2 To raise or borrow money for the purposes of the Union (whether secured or unsecured) as the Board of Directors (subject to Rule 16.1(e)) think fit in accordance with the following provisions:
- (a) Any sum or sums raised or borrowed may be on mortgage, charge, bonds, or debentures of all or any of the funds or property of the Union and whether or not including any floating charge of the whole or part of the undertaking property and assets of the Union both present and future.
  - (b) At the time of the borrowing the sum of the amount remaining undischarged of monies borrowed and of the amount of the proposed borrowing shall not exceed one hundred million pounds or such other greater sum as Members in General Meeting may from time to time determine provided that for this purpose:
    - (i) There shall be excluded from the calculation of the amount remaining undischarged of monies borrowed such sums as shall be required to repay any ticket debenture that has twenty five or more years unexpired until its maturity provided that no event has occurred which could have the effect of accelerating the maturity date
    - (ii) The amount remaining undischarged of any deferred interest or index linked monies or in respect of any deep discounted loan, loan stock, bond or other security previously borrowed or issued by the Union shall be deemed to be the amount required to repay such borrowing or security in full if such borrowing became repayable or redeemable at the time of the proposed borrowing or issue and

- (iii) The amount of any proposed borrowing intended to be deferred interest, index-linked or by way of any deep discounted loan, loan stock, bond or other security shall be deemed to be the proceeds of such proposed borrowing or issue receivable by the Union at the time of the proposed borrowing or issue.
- (c) The Board of Directors may determine from time to time subject to Rules 4.2(a) and 4.2(b) the terms and conditions upon which money is raised or borrowed or security is issued and may vary such terms and conditions.
- 4.3 To enter into partnership or any other arrangement for sharing profits or any joint venture or co-operation with any company or person carrying on engaged in or about to carry on or engage in any business or transaction and to subsidise or otherwise assist any such company or person.
- 4.4 To become surety for or guarantee the carrying out or performance of any and all contracts, leases and obligations of every kind of any company any of whose shares are at any time held by or for the Union or in which the Union is interested or with which it is associated.
- 4.5 To enter into transactions with lenders and/or third parties for the purpose of managing the risk to the Union arising from changes in interest rates on loans and/or other borrowings of the Union from time to time or from other factors affecting the activities or finances of the Union.
- 4.6 To apply for and hold any licences that may be required for or in connection with the activities of the Union and (among other things) to provide catering and such other facilities as the Board of Directors shall consider desirable.
- 4.7 To assist Clubs in the playing of the Game and in the provision of playing facilities including (among other things) playing fields and sports accommodation.
- 4.8 To invite, receive and make donations for or otherwise promote or assist in the development or continuance of facilities for the prestige of the Game or any other sport or recreation.
- 4.9 To support (whether by direct subscription, the giving of guarantees or otherwise) any charitable, benevolent or educational fund, institution or organisation, or any event or purpose of a public or general nature, the support of which will or may, in the opinion of the Board of Directors directly or indirectly benefit, or is calculated so to benefit, the Union or its activities or its employees, ex-employees, players, former players or their dependants.
- 4.10 To promote, arrange and organise leagues, competitions and tournaments for and between Constituent Bodies and Clubs.

- 4.11 To engage the Chief Executive and other officials and employees upon such terms and at such remuneration as the Board of Directors may deem appropriate, and to dismiss or retire any of them as may be necessary.
- 4.12 To provide pensions, insurances and other benefits to employees or ex-employees of the Union or the dependants and relatives of any such persons and to establish and maintain or concur in establishing and maintaining trusts, funds, schemes or other arrangements (whether contributory or non-contributory) with a view to providing such benefits including (but not limited to) retirement benefits and/or life assurance schemes.
- 4.13 To pass such resolutions relating to the policies of the Union and such regulations which shall be binding on all Constituent Bodies, National Representative Bodies, Referee Societies and Clubs and their respective members, servants and employees and those others under the jurisdiction of the Union as are considered necessary for the better governance and regulation of the Game in England.
- 4.14 To settle, conduct, enforce or resist either in a court of law or by arbitration any suit, debt, liability or claim by or against the Union.
- 4.15 To pass such instructions and directions which shall be binding on all Constituent Bodies, National Representative Bodies, Referee Societies and Clubs and their respective members, servants and employees and those others under the jurisdiction of the Union as are considered necessary for the better management, organisation and administration of the Game in England.
- 4.16 To appoint an independent Rugby Judiciary with a nominated individual as its head who shall be called the Head of Rugby Judiciary. The Head of Rugby Judiciary shall be appointed through an independent process and serve for a fixed term of up to three years which may be renewed subject to a maximum aggregate term of six years. The Union shall make Regulations governing the appointment and terms and conditions of the independent Rugby Judiciary, and those Regulations may not be varied by Council unless approved by two thirds of Council members at a Council meeting.
- 4.17 To indemnify any Council Member, member of the Board of Directors or person performing a duty on behalf of the Union, out of the Union's assets against all costs, charges, losses, expenses and liability suffered or incurred by him/her in the execution and discharge of his or her duties in good faith carried out on behalf of the Union. This Rule does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law
- 4.18 To do any other thing which is or may be incidental or conducive to the attainment of the objects of the Union or the interests of the Game.

## **II MEMBERSHIP AND CONSTITUENT BODIES**

### **5 Members**

- 5.1 The Members of the Union shall be the entities and individuals whose names are for the time being entered in the Register of Members.
- 5.2 In addition to Clubs duly admitted to membership, the following shall be Members:
- (a) all Council Members for such period as they are Council Members;
  - (b) all Constituent Bodies;
  - (c) all National Representative Bodies; and
  - (d) referee societies admitted to membership of the Rugby Football Referees Union and which are duly admitted under Rule 5.3.
- 5.3 Subject to Rule 5.2:
- (a) the Council shall from time to time determine the criteria and conditions applicable for the approval of membership; and
  - (b) the decision as to admission of prospective Members shall be made by the Governance Standing Committee.
- 5.4 The admission to membership shall constitute an undertaking by that Member on behalf of itself and, for a Corporate Member, its members and employees, in each case to be bound by these Rules, the RFU Regulations, the Laws of the Game and the World Rugby Regulations.
- 5.5 A Member may withdraw from the Union at any time by giving to the Chief Executive written notice of the intention so to do provided that the Member shall remain liable for all monies then due and owing to the Union. That former Member shall remain bound by these Rules insofar as these Rules relate to any obligations to the Union of that former Member which were in place on or before the Member's membership of the Union terminated or otherwise relate to the Member's membership of the Union. An Individual Member's membership shall terminate when he or she dies, and the membership of a Member who is not an individual shall terminate when it ceases to exist. Following termination of membership (whether by death, withdrawal or otherwise), no representatives of deceased members or trustees of the property of bankrupt members or any other nominees of the former member shall have any claim on any property of the Union.
- 5.6 A Corporate Member shall be liable to suspension or termination of its membership or privileges as the Governance Standing Committee may determine if:
- (a) it shall cease to satisfy the criteria and conditions for membership as determined by the Council under Rule 5.3; and/or



- (b) it shall cease to be in membership with its (or a) Constituent Body; and/or
  - (c) it does not conform to any reasonable directive by the Council and/or the Board of Directors as to its standards of play, administration or general behaviour.
- 5.7 The Council shall have power to recognise as an associate of the Union (but not as a Member) any Overseas Union or Overseas Club upon such terms and with such privileges as the Council shall from time to time decide.
- 5.8 The Council may from time to time determine the criteria and conditions for non-voting membership of the Union upon such terms and with such privileges as the Council shall from time to time decide.
- 5.9 Save in respect of any Past President elected to the Council pursuant to Rule 16.1(c) for the period that he or she serves as a Council Member, Past Presidents of the Union shall not be Members but shall be entitled to such rights and privileges as the Council may from time to time determine.
- 5.10 The Council shall have power to recognise any person whose service to the Union or to the Game shall in its opinion merit such recognition by granting such rights and privileges as the Council may from time to time determine. The Council shall have the power to remove, suspend or vary the rights and privileges it has granted to a person pursuant to this Rule 5.10 for any infringement of these Rules, the RFU Regulations, the Laws of the Game or World Rugby Regulation or for any conduct which is prejudicial to the interests of the Union or the Game or for any other reason which is for the benefit of the Union.
- 5.11 Each Corporate Member shall comply with any Regulations made by the Union in relation to financial matters. In addition each Corporate Member shall on 1 September each year pay to the Union such annual subscription as the Council may from time to time determine.
- 5.12 The Union shall have power to discipline any
- (a) Member;
  - (b) Rugby Body;
  - (c) non-voting member of the Union;
  - (d) any player, official, member or employee of a Member or a Rugby Body; or
  - (e) any other person or body that submits to Union's jurisdiction to discipline them;

for any infringement of these Rules, the RFU Regulations, the Laws of the Game or the World Rugby Regulations and/or for any conduct which is prejudicial to the interests of the Union or the Game or which amounts to cheating. The Union may

terminate or suspend membership of the Union or impose any other appropriate punishment for any such offence. The procedure for and the conduct of disciplinary hearings shall be prescribed by the Council and shall be published in the Handbook.

## **6 Constituent Bodies and National Representative Bodies**

6.1 There shall be no formal tier of administration between the Council and the Constituent Bodies to facilitate the administration of the Game by the Union in accordance with its objects, these Rules, the RFU Regulations, the Laws of the Game and the World Rugby Regulations, and to secure the representation of Clubs and Schools on the Council, each one of them shall be allocated to a Constituent Body.

6.2 Each Club and referee society shall be allocated to a Constituent Body and shall be entitled to vote at every election of a representative or representatives to represent that Constituent Body and its allocated Members on the Council in accordance with Rule 18.

6.3 The following Rugby Bodies shall be Geographic Constituent Bodies within the meaning of these Rules and shall have the number of Representatives on Council as is set out alongside their respective names:

Berkshire (1)	Kent (1)
Buckinghamshire (1)	Lancashire (2)
Cambridge University (1)	Leicestershire (1)
Cheshire (1)	Middlesex (2)
Cornwall (1)	North Midlands (2)
Cumbria (1)	Northumberland (1)
Devonshire (1)	Notts, Lincs & Derbys (2)
Dorset & Wiltshire (1)	Oxfordshire (1)
Durham (1)	Oxford University (1)
Eastern Counties (1)	Somerset (1)
East Midlands (1)	Staffordshire (1)
Essex (1)	Surrey (2)
Gloucestershire (2)	Sussex (1)
Hampshire (1)	Warwickshire (1)
Hertfordshire (1)	Yorkshire (2)

6.4 The following Rugby Bodies shall be National Constituent Bodies within the meaning of these Rules and shall have the number of Representatives on Council as is set out alongside their respective names:

Army Rugby Union (1)	Royal Navy Rugby Union (1)
England Colleges Rugby Football Union (1)	Rugby Football Referees Union (1)
ERFSU (2)	SRFU (2)
Royal Air Force Rugby Union (1)	

6.5 The following Rugby Bodies shall be National Representative Bodies within the meaning of these Rules and shall each have one Representative on Council:

- 6.6 The allocation of each Club and referee society to a Constituent Body shall be made by the Council, and no Club or referee society may transfer from one Constituent Body to another without the permission of the Council. The allocation of a Club (or a club if such club is not a Member) or referee society shall not prevent it from being a member of another Constituent Body, but such additional membership shall in no way alter or affect its allocation nor shall it confer a right to vote in the election of a Representative to the Council for such other Constituent Body. For the avoidance of doubt, Clubs who are members of the Championship Clubs Committee and the National Clubs Association may have a right to vote in the election for those Rugby Bodies as appropriate, as set out in Rule 18.3).
- 6.7 The Constituent Bodies together with their allocated Clubs as at 31 May each year shall be made available on the Union's website or the Union's Yearbook publication, provided that in the case of the ERFSU this Rule shall have been complied with if the Schools in membership with it are listed on the website of the ERFSU.
- 6.8 No proposal to amend the Rules to create a new Geographic Constituent Body shall be put to the Members in General Meeting unless that new Geographic Constituent Body would have at least 30 Clubs in membership of it and the creation of that new Geographic Constituent Body would not result in an existing Geographic Constituent Body having fewer than 30 Clubs in membership of it.
- 6.9 The Council may make Regulations to set criteria for the creation of new National Constituent Bodies. No proposal to create any new National Constituent Body shall be put to the members in General Meeting unless the applicant meets the criteria set in those Regulations.

### **III MEETINGS OF MEMBERS**

#### **7 General Meetings**

- 7.1 All General Meetings shall be held at Twickenham or elsewhere in England as the Council may determine.
- 7.2 Any General Meeting other than an Annual General Meeting shall be called a Special General Meeting.
- 7.3 The chairman of all General Meetings shall be the President. If the President is not present at a General Meeting, or if he or she does not wish to chair a General Meeting, or if he or she is not able to chair a General Meeting, then the General Meeting shall be chaired by such one of the Vice-Presidents as the Members present at the General Meeting shall decide. If the President and both Vice-Presidents are not available, the General Meeting shall elect a chairman.

- 7.4 In the event of an equality of votes, the chairman of a General Meeting shall be entitled to a second or casting vote.
- 7.5 Every Member shall be entitled to attend and vote at any General Meeting.
- 7.6 All Members shall have the right to appoint proxies to attend and vote on their behalf at any General Meeting. The appointment of a proxy shall be made on a proxy form sent to each Member with the notice of every General Meeting. Any Member wishing to appoint the chairman of the Meeting as that Member's proxy must return the proxy form by 4pm on the last working day preceding the meeting to the Union. Such proxy form must be produced to gain admission to and to entitle a person authorised to cast votes at the Meeting to do so and must be signed by (in the case of Individual Members) by the Individual Member himself or herself and (in the case of Corporate Members) by two persons duly authorised to sign on behalf of the Member concerned.
- 7.7 Failure to complete any document or to produce the same at a General Meeting as may be required shall invalidate the right of the person concerned to cast a vote.
- 7.8 Where votes are cast at a General Meeting by a show of hands every Member present shall be entitled to vote but if a poll is demanded or the chairman rules that voting shall be by a poll every Member present in person, or by proxy shall be entitled to cast a vote. The procedure for the casting of votes shall be determined by the chairman of the General Meeting. A poll may be demanded either (a) by the chairman of the General Meeting or (b) by any Member provided the demand is seconded by another Member.
- 7.9 All questions as to the validity of any combined General Meeting form shall be determined by the chairman of the General Meeting.
- 7.10 The quorum at any General Meeting shall be one hundred Members present in person or by proxy.
- 7.11 A special resolution shall require a majority of at least two-thirds of the votes recorded.
- 7.12 Any resolution passed at a General Meeting which breaches, varies or in the opinion of the Board of Directors affects a contractual obligation of the Union shall not be implemented until the contractual obligation has been fulfilled to the extent required by the Board of Directors. Should the Board of Directors not implement or significantly delay such resolution, it shall inform the Members of the reasons for this.
- 7.13 Proposals for alterations in or additions to the Rules or for any other motion (subject to the provisions of Rule 7.12) to be submitted to an Annual General Meeting shall be subject to the following provisions:

- (a) Any proposal made by a Member must reach the Chief Executive in writing by 31 March preceding an Annual General Meeting duly proposed by one Member and seconded by another Member. The proposing Member and the seconding Member must both sign any proposal as follows:
  - (i) in the case of a Corporate Member a proposal must be signed by the chairman (or if none the president) and the secretary (or if none the chief executive) of the Member; and
  - (ii) in the case of Individual Members a proposal must be signed by the Member in his or her own name.
- (b) Copies of all such proposals together with copies of any amendments thereto then proposed by the Council and/or the Board of Directors and copies of all proposals put forward by the Council and/or the Board of Directors shall be sent to all Members with the agenda of the notice calling an Annual General Meeting.

## **8 Annual General Meetings**

- 8.1 There shall be an Annual General Meeting each calendar year.
- 8.2 Each Annual General Meeting shall be held not later than 31 July in each calendar year for the transaction of the following business:
  - (a) To consider and approve (with or without amendment) the minutes of the previous General Meeting.
  - (b) To receive a report from the Chief Executive and to make an order in respect thereof.
  - (c) To receive a Financial Report and the Annual Report and Accounts.
  - (d) To appoint the Auditors for the ensuing year.
  - (e) To consider as a special resolution any amendment or alteration to these Rules.
  - (f) To consider as an ordinary resolution (subject to Rule 7.12) any other motion or business duly proposed in accordance with Rule 7.13.
  - (g) To consider any other business of which due notice shall have been given.
  - (h) To hear any other relevant matter for the consideration of the Council and/or the Board of Directors during the ensuing year, but on which no voting shall be allowed.
  - (i) To elect the President, Senior Vice-President and Junior Vice-President for the ensuing year.

- (j) To ratify the appointment of any members of the Board of Directors as required under Rule 12.

- 8.3 A notice calling each Annual General Meeting stating the date, time and venue of such General Meeting shall be given to all Members not later than forty-five days before that Annual General Meeting and it shall contain an agenda of all such matters specified in Rule 8.2 as are at that date capable of being notified together with a list of the Council Members for the ensuing year.

## **9 Special General Meetings**

### ***Special General Meetings called by the Council or Board of Directors***

- 9.1 The Council and/or the Board of Directors may convene at any time a Special General Meeting by giving to all Members not less than forty-five days' written notice thereof stating the date, time and venue thereof and the resolution or resolutions to be moved or any other business to be transacted at that meeting.
- 9.2 In the case of a Special General Meeting convened by the Board of Directors, the Board of Directors shall provide to the Council the opportunity, not less than twenty-one days before the notice is sent to the Members, to provide a comment to be included in the notice on each of the resolutions to be moved at that Special General Meeting.
- 9.3 In the case of a Special General Meeting convened by the Council, the Council shall provide the Board of Directors the opportunity, not less than twenty-one days before the notice is sent to the Members, to provide a comment to be included in the notice on each of the resolutions to be moved at that Special General Meeting.

### ***Special General Meetings requisitioned by Members***

- 9.4 The Chief Executive shall convene a Special General Meeting on receipt by the Chief Executive of a written requisition so to do duly signed by not less than one hundred Members in the same manner as is prescribed by Rule 7.13(a). Each requisition must clearly state the specific resolution to be moved.
- 9.5 A notice of such a Meeting giving to all Members not less than forty-five days written notice thereof and stating the date, time and venue thereof and the specific resolution to be moved thereat shall be sent to all Members by the Chief Executive within 14 days of the receipt of the requisition (or, if each copies of the requisition is duly signed separately by Members, from within 14 days of receipt of the hundredth copy of the requisition).
- 9.6 The Board of Directors and the Council may each provide a comment to be included in the notice on each of the resolutions to be moved at that Special General Meeting.

## **10 New Rules**

- 10.1 No new Rule shall be made nor shall any Rule be amended or rescinded except by a special resolution passed at an Annual General Meeting in accordance with Rule 7.13 or at a Special General Meeting.
- 10.2 The Chief Executive shall register in accordance with the Act any new Rule or amendment to these Rules and no new Rule or amendment to the Rules shall be valid until so registered.

## **IV THE BOARD OF DIRECTORS**

### **11 Powers and Duties of the Board of Directors**

- 11.1 The affairs of the Union shall be administered by the Board of Directors who shall exercise all of the powers of the Union except the powers to be exercised by the Council as set out in Rule 16.1.
- 11.2 The Board of Directors shall not exercise any of its powers in any way, or for any purpose inconsistent with the objects of the Union or policies of the Council made under these Rules.
- 11.3 The fiduciary duties owed by the Board of Directors shall be those which would be owed by the Board of Directors were the Union a private limited liability company registered under the Companies Act 2006.
- 11.4 The Board of Directors shall ensure that the Council is provided with regular reports from the chairman of the Board of Directors, Chief Executive and Chief Financial Officer in sufficient detail for the Council to fulfil its responsibility to hold the Board of Directors to account for the management of the affairs of the Union.
- 11.5 Prior to the Union's Strategic Plan or the Union's annual budget and business plan being effective, the Board of Directors shall consult with the Council and Council may elect to have a non-binding advisory vote on the same.

### **12 Composition, Appointment and Removal of the Board of Directors**

#### ***Composition***

- 12.1 The Board of Directors shall comprise:
- (a) the chairman of the Board of Directors;
  - (b) the chairman of the Community Game Board;
  - (c) the chairman of the Governance Standing Committee;
  - (d) such member of the Professional Game Board as shall be specified by the Board of Directors (which may be, but need not be, the chairman of the Professional Game Board);



- (e) four Council Elected Directors, provided that if no World Rugby Representative is on the Board of Directors by virtue of other positions, then at least one Council Elected Director must be one of the World Rugby Representatives,;
  - (f) the Chief Executive;
  - (g) the Chief Financial Officer;
  - (h) one other member of the professional staff of the Union nominated by the Chief Executive; and
  - (i) three Independent Non-executive Directors. The Board of Directors shall appoint one of the Independent Non-executive Directors as a senior Independent Non-executive Director.
- 12.2 The President shall have the right to attend meetings of the Board of Directors as an observer but shall not be entitled to vote at such meetings.

### ***Appointments***

- 12.3 The chairman of the Board of Directors and the Portfolio Directors shall be appointed by the Board of Directors, provided that (subject to Rule 12.8) each may only take office following the ratification of the appointment by the Council and the Members. The Council and the Members may only either ratify, or not ratify, such appointments; they may not propose alternative candidates for appointment.
- 12.4 Only a Representative may be appointed as the chairman of the Community Game Board, the chairman of the Governance Standing Committee or as a Council Elected Director.
- 12.5 The Union shall be in membership with World Rugby and the Board of Directors shall appoint such number of representatives to World Rugby as permitted by World Rugby in accordance with its Bye-Laws. Subject to Rule, 12.15 and 12.16, each World Rugby Representative shall be appointed for terms of up to three years.
- 12.6 If a World Rugby Representative who is not serving on the Board of Directors has served for six or more years as a World Rugby Representative, he or she shall be subject to annual re-appointment as a World Rugby Representative.
- 12.7 The Council Elected Directors shall be appointed by the Council provided that each may only take office following the ratification of the appointment by the Members. The Members may only ratify, or not ratify, such appointments; they may not propose alternative candidates for appointment.
- 12.8 Where a casual vacancy arises for a Portfolio Director, World Rugby Representative not on the Board of Directors, Council Elected Director or Independent Non-executive Director or where an appointment is made (or ratified by Council as the



case may be) following an Annual General Meeting or following the approval of a calling notice for an Annual General Meeting, the body responsible for appointing the role may make the appointment on a temporary basis, which must then be ratified at the next General Meeting (and also in the case of the chairman of the Board of Directors and the Portfolio Directors, by the Council).

- 12.9 Where a casual vacancy arises due to a rejection of a candidate at a General Meeting (or in the case the Portfolio Directors, World Rugby Representative not on the Board of Directors and Independent Non-Executive Directors, by the Council), then Rule 12.8 shall apply, provided that the individual appointed until ratification may not be the individual rejected.

### ***Terms and Term Limits***

- 12.10 Portfolio Directors, World Rugby Representative not on the Board of Directors, Council Elected Directors and Independent Non-executive Directors shall be appointed for terms of up to three years, with their terms of office to start on the 1 August following the date on which their appointment was ratified by the Members unless he or she was appointed to fill a casual vacancy, in which case his or her term of office may start at any time.
- 12.11 Subject to Rules 12.12, to 12.16 (inclusive), no individual other than the Chief Executive, the Chief Financial Officer or another member of the professional staff of the Union may serve on the Board of Directors for a maximum aggregate total of longer than six years.

### ***Exceptions to Terms and Term Limits***

- 12.12 If an individual who is currently serving as, or has previously served as, a Council Elected Director is appointed as a Portfolio Director he or she shall be entitled to serve up to six years in that position, subject to a maximum aggregate total of nine years on the Board of Directors.
- 12.13 If an individual who is currently serving as, or has previously served as:
- (a) an Independent Non-executive Director; or
  - (b) a Portfolio Director,

then he or she shall be entitled to serve up to six years as the chairman of the Board of Directors, subject to a maximum aggregate total of nine years on the Board of Directors.

- 12.14 In the event that a member of the Board of Directors subject to a term limit is appointed after 1 August in any year to fill a casual vacancy and his or her first year of office is therefore shorter than a full year, then unless that individual would otherwise be serving on the Board of Directors by virtue of holding another office, the initial period of his or her appointment until the 1 August next following shall not

count towards time spent on the Board of Directors for the purposes of time limits set out in these Rules.

- 12.15 The limit specified in Rule 12.11 shall not apply to a World Rugby Representative (other than the chairman of the Board of Directors or a member of the Union's professional staff) provided that he or she continues to be a World Rugby Representative and he shall be subject to annual re-appointment both as a World Rugby Representative and onto the Board of Directors once he or she has served for six years on the Board of Directors.
- 12.16 If a Portfolio Director is entitled under these Rules to remain on the Board of Directors in his or her position, but he or she is no longer entitled to remain on the Council due to the expiry of his or her time limit, he or she may remain in his or her position on the Board of Directors provided the Council approve.

### ***Removal from the Board of Directors***

- 12.17 The Council or the Members shall have the power to remove:

- (a) a Council Elected Director;
- (b) a Portfolio Director;
- (c) a World Rugby Representative who is not on the Board of Directors; or
- (d) an Independent Non-executive Director,

provided that a two thirds' majority of Council Members at a Council meeting (or Members at a General Meeting, as the case may be) agree.

- 12.18 In the event that a Council Elected Director ceases to be a Representative (whether as a result of not being elected as a Representative, reaching his or her term limit as a member of the Council or otherwise), they shall forthwith cease to be a Council Elected Director and shall forthwith cease to be a member of the Board of Directors.

### ***Other Provisions Relating to the Composition of the Board of Directors***

- 12.19 For the purposes of this Rule 12, references to a "year" shall be deemed to be the period between 1 August and the next following 31 July.
- 12.20 This Rule 12 shall be subject to the transitional provisions set out in Rule 35.

## **13 Meetings of the Board of Directors**

- 13.1 The Board of Directors shall hold such number of meetings as it considers appropriate to discharge its responsibilities.

- 13.2 Meetings of the Board of Directors shall be chaired by the chairman of the Board of Directors, or in his or her absence by such member of the Board of Directors as those members present elect.
- 13.3 The quorum for a meeting of the Board of Directors shall be one half of its members provided always that the number of members of the Board of Directors who are Council Members (other than the Chief Executive) present and entitled to vote shall exceed the number of members of the Board of Directors who are employees of the Union present and entitled to vote by not less than two unless agreed by the chairman of that meeting. Members of the Board of Directors may be counted in the quorum, may participate in and vote at meetings of the Board of Directors by telephone, video or other electronic means. Where a member of the Board of Directors is required to leave the room or not participate in a part of a meeting due to a conflict of interest, he or she shall still continue to count for the purposes of the quorum.
- 13.4 Unless the Rules provide otherwise, every matter for decision at meetings of the Board of Directors shall be decided by a majority of votes. Each member of the Board of Directors shall have one vote, and in the event of a tied vote, the chair of the meeting shall have a second, casting vote.
- 13.5 No member of the Board of Directors shall be entitled to appoint an alternate to take his or her place at meetings of the Board of Directors.

#### **14 Major Offices**

- 14.1 No individual may hold more than one Major Office at any one time.
- 14.2 At any one time, an individual may hold one Major Office and one Senior Office, or two Senior Offices, without further specific approval.
- 14.3 If an individual holds:
- (a) a Major Office and a Senior Office; or
  - (b) two Senior Offices,
- then the holding of any more Senior Offices by that individual shall require approval of Council by a two thirds' majority.
- 14.4 For the purposes of this Rule 14:
- (a) a Major Office shall be: the President, the chairman of the Board of Directors, the chairman of the Professional Game Board, the chairman of the Community Game Board, the chairman of Governance Standing Committee and the chairman of the Council Nominations Committee; and

- (b) a Senior Office shall be: a World Rugby Representative, a representative of the Union on the 6 Nations committee, a representative of the Union on Rugby Europe and a representative of the Union on EPCR.
- 14.5 No individual may concurrently hold a Major Office and an executive post within the Union, provided that this shall not prevent an executive of the Union from chairing any of the Professional Game Board, the Community Game Board or the Governance Standing Committee above on a temporary basis.

## **V THE COUNCIL**

### **15 Composition of the Council**

- 15.1 The Council shall consist of:
- (a) subject to Rule 15.4, the President, Senior Vice-President, Junior Vice-President and chairman of the Board of Directors;
  - (b) the Representatives of all Constituent Bodies and National Representative Bodies elected in accordance with Rule 18;
  - (c) the Representative or Representatives of the Union holding office on World Rugby elected in accordance with Rule 12;
  - (d) subject to Rule 15.4, one Past President of the Union (who will normally be the immediate Past President) elected annually by the Council;
  - (e) the Chief Executive;
  - (f) the Women and Girls' Representative;
  - (g) two National Representatives being persons of experience and influence in the Game who will in the opinion of the Council contribute significantly to the promotion of the objects of the Union elected by the Council; and
  - (h) any individuals co-opted to the Council under Rule 16.1(p).
- 15.2 Council Members shall receive no remuneration for serving on the Council other than the payment of authorised expenses for carrying out their duties.
- 15.3 If a Representative to the Council of a Constituent Body or National Representative Body is appointed to the office of President or chairman of the Board of Directors or shall at any time be appointed to a salaried position in the Union, his or her representation shall become void and the vacancy shall be filled in accordance with Rule 18.
- 15.4 If a Vice-President has served on Council for the maximum time permitted under these Rules, or if by serving on Council as a Vice-President would mean that an individual would not be able to serve on the Council as President, then while serving

as a Vice-President or Past President, he or she shall be entitled to attend Council meetings as an observer and speak at meetings, but shall not be a member of Council and shall not be entitled to vote. If the immediate Past President has served on Council for the maximum time permitted under these Rules, then Council shall elect either an alternative Past President to the Council, or the immediate Past President shall be entitled to attend Council meetings as an observer and speak at meetings, but shall not be a member of Council and shall not be entitled to vote.

## **16 Powers of the Council**

16.1 The Council shall have the powers set out in this Rule 16.1 or otherwise set out in these Rules:

- (a) to determine all new or changes to existing policies in respect of the playing, governance and regulation of the game and to pass resolutions and regulations under Rule 4.13, including without limitation to determine the criteria for membership of voting Members and of non-voting members of the Union;
- (b) to require the Board of Directors to consult with the Council prior to the Board of Directors approving the Strategic Plan or the Union's annual budget and business plan;
- (c) to determine all policy relating to the distribution of all tickets (including debentures) for home rugby union matches played by the England senior men's XV which are organised and controlled by the Union (whether at Twickenham or elsewhere in England) and the finals of cup competitions at Twickenham which are organised and controlled by the Union, and of tickets supplied to the Union by other National Unions for away rugby union matches involving England representative rugby union teams, and the Council shall allocate such tickets on an equitable basis.
- (d) to require periodic reports from the chairman of the Board of Directors, Chief Executive and Chief Financial Officer in sufficient detail for the purposes of holding the Board of Directors to account for the management of the affairs of the Union;
- (e) to approve the borrowing of money in excess of £25m as recommended by the Board of Directors;
- (f) periodically to review the Union's corporate governance arrangement and commission any review thereof, as appropriate;
- (g) to determine the date, time and location of all General Meetings (save as set out otherwise in these Rules);
- (h) to delegate powers under the Laws of the Game and the World Rugby Regulations and RFU Rules and Regulations to Constituent Bodies or such

person, persons or groups of persons as the Council may from time to time determine. All powers so delegated shall be defined and the Constituent Bodies to which they are delegated shall be listed in the Handbook;

- (i) to authorise or refuse the formation of unions, leagues, combinations or associations of Constituent Bodies and Clubs. Constituent Bodies or Clubs wishing to request permission to form themselves into a union, league or combination or association shall submit their proposed rules and, if authorised, any subsequent alterations or additions thereto to the Council which may:
  - (i) approve the proposals or forbid the formation or continuance of any such union, league, combination or association;
  - (ii) expel or suspend any Club contravening this Rule; or
  - (iii) expel or suspend any Club which shall play a match with a Club expelled or suspended under this Rule or with any new Club which has been formed out of the nucleus of any such expelled or suspended Club;
- (j) to ratify the constitutions of the Rugby Football Referees Union, the SRFU, the ERFSU, the England Colleges Rugby Football Union and the Rugby Players Association as may be necessary from time to time;
- (k) to allocate Clubs to Constituent Bodies and National Representative Bodies as appropriate;
- (l) to appoint the Council Elected Directors in accordance with the Rules;
- (m) to ratify the appointment of Portfolio Directors and Independent Non-Executive Directors in accordance with the Rules;
- (n) to remove Council Elected Directors, Portfolio Directors, World Rugby Representatives not on the Board of Directors or Independent Non-executive Directors as set out in Rule 12.17; and
- (o) to appoint Council members to the Community Game Board, Governance Standing Committee and Council Nominations Committee, and any sub-committee of them (other than the chairmen of the Community Game Board and Governance Standing Committee);
- (p) to co-opt additional members to serve on the Council (provided that the number of such co-opted members with voting rights shall not exceed 25 per cent. of the number serving on the Council) either for general or special purposes and with or without voting rights. For the purposes of the 25 per cent. requirement, the President, Senior Vice-President, Junior Vice-President, chairman of the Board of Directors, Representatives of Constituent

Bodies, National Representative Bodies and the Women and Girls' Representative shall be deemed to be elected members, but the World Rugby Representatives (unless a Council Member by virtue of holding another position), Past President and National Representatives shall be deemed to be co-opted members.

16.2 The Council shall not exercise its powers in any way or for any purpose inconsistent with the objects of the Union.

16.3 Each Council Member shall comply with all policies and procedures of the Council as approved by the Council from time to time.

## **17 Council Meetings**

### ***Convening Council Meetings***

17.1 Council shall meet at such place, dates and times as are fixed by the Chief Executive in consultation with the President.

17.2 A Council meeting must be convened within 28 days by the Chief Executive if so requested by:

- (a) the President; or
- (b) if there is no President in office, or the President is incapable of making such request by the Senior Vice-President; or
- (c) by at least 20 Council Members specifying the nature of the business to be discussed and the wording of any resolution(s) to be proposed.

### ***Procedure at Council Meetings***

17.3 The chairman of all Council meetings shall be the President. If the President is not present at a Council meeting, or if he or she does not wish to chair a Council meeting, or if he or she is not able to chair a Council meeting, then the Council meeting shall be chaired by such one of the Vice-Presidents as the Council meeting shall decide. If the President and both Vice-Presidents are not available, the Council meeting shall elect a chairman.

17.4 The quorum at any meeting of the Council shall be 20.

17.5 The chairman of the Council Meeting shall be entitled to exercise a second or casting vote.

17.6 In the event of the Representative to the Council of a Constituent Body, National Representative Body or the Women and Girls' Representative being unable to attend a Council Meeting, an alternate will be permitted to attend that Council Meeting, with normal voting powers, provided (a) notice of inability to attend and (b) the name of the alternate is given, in the case of a Constituent Body or National Representative

Body Representative, by the secretary of the Constituent Body or National Representative Body, or in the case of the Women and Girls' Representative, by such Representative, to the Chief Executive before the meeting.

- 17.7 Subject to Rule 17.8, voting on any issue shall be by a show of hands by those Council Members present (in person or by alternate) and entitled to vote, provided that at any meeting of the Council any Council Member (in person or by alternate) may call for a ballot on any issue and the result of such ballot and (with the exception of any ballot relating to any election of any person to a post which shall be kept confidential) how each Council Member voted shall be recorded and be made available to any Member upon request.
- 17.8 The chairman of a Council Meeting may make arrangements for electronic voting, the arrangements for which shall be set out in standing orders. With the exception of any ballot relating to any election of any person to a post (which shall be kept confidential), how each Council Member voted by electronic means shall be recorded and be made available to any Member upon request.

## **18 Election and Removal of Council Members**

### ***Elections - General***

- 18.1 Save in the case of an election to fill a casual vacancy:
- (a) the election of Representatives to the Council shall be made on or before the 31 March of the year in which each Representative is to take office; and
  - (b) a Representative elected to the Council shall assume office on the 1 August immediately following their election.
- 18.2 Where a Constituent Body or National Representative Body elects a Representative (or which organises elections of a Representative on behalf of Corporate Members, as the case may be), it shall determine the length of time for which Representatives are to be elected, provided that:
- (a) the term for which a Representative shall be elected shall be for three years save in exceptional circumstances (which shall include a candidate only capable of election for a shorter period of time due to an individual's term limits on the Council, or for a Constituent Body with two Representatives to ensure that those Representatives' terms do not end on the same date) provided that a Representative, when first elected, shall be elected for a term of not less than two years; and
  - (b) subject to removal under these Rules, a Representative's term on the Council shall end on a 31 July.



- 18.3 If a relevant body or bodies is or are unable to appoint a Representative, the relevant vacancy shall be filled in such a manner as the Legal and Governance Director shall approve.
- 18.4 In the event of any vacancy arising, the relevant body or bodies concerned shall forthwith elect another Representative to the Council within sixty days in the manner set out in this Rule 18 or in such other manner as the Legal and Governance Director shall approve. In default, the relevant vacancy shall be filled in such a manner as the Legal and Governance Director shall approve.

***Elections – Geographic Constituent Bodies, certain National Constituent Bodies, the National Clubs Association and the Championship Clubs Committee***

*Explanatory Note: in elections for Representatives to the Council conducted by Geographic Constituent Bodies, the only rugby clubs entitled to vote are clubs which are voting members of the RFU. The following may not vote in such an election:*

- (a) *clubs which are members of that Geographic Constituent Body but which are not voting members of the RFU; and*
- (b) *clubs which are members of that Geographic Constituent Body but which have been allocated to another Constituent Body by the RFU Council (and through that other Constituent Body they are members of the RFU).*

*Note that they cannot vote in these elections even if they are able to vote on other Constituent Body matters.*

- 18.5 For the purposes of Rules 18.6 to 18.12 inclusive only, references to a Geographic Constituent Body shall be deemed to include references to:
- (a) the Rugby Football Referees Union (where references to Clubs shall refer to Corporate Members who are members of the Rugby Football Referees Union); and
  - (b) the Championship Clubs Committee and the National Clubs Association. Notwithstanding that a Club may be permitted to vote in an election for a Representative of the Geographic Constituent Body of which it is a member, a Club which is also a member of the Championship Clubs Committee or the National Clubs Association shall also be permitted to vote in the election for such a Representative to the Council.
- 18.6 Representatives to the Council shall be elected by each Geographic Constituent Body and the Clubs allocated to it. The Geographic Constituent Body and each Club allocated to it shall each be entitled to one vote. In the case of a Geographic Constituent Body entitled to two Representatives on the Council, and where two Representatives are to be elected, the Geographic Constituent Body concerned and its

Clubs shall be entitled to vote for two persons. Election shall be by a simple majority of the votes recorded.

- 18.7 All candidates for election or re-election must be proposed by one and seconded by another Club allocated to the relevant Geographic Constituent Body. The Geographic Constituent Body itself may also propose or second a candidate. In the case of a Geographic Constituent Body with two Representatives, and where two Representatives are to be elected, the Geographic Constituent Body or any Club allocated to it may propose or second two candidates. Every nomination (which shall mean both the proposal and second) must be in writing and must be received by the secretary of the Geographic Constituent Body concerned by not later than 1 March.
- 18.8 Where more candidates are nominated than the number of Representatives to the Council to which a Geographic Constituent Body and the Clubs allocated to it are entitled the names of all candidates for election shall be sent by it to its allocated Clubs not later than 15 March, and such election shall be made either at a meeting of representatives from the Clubs concerned or by a postal ballot as the committee of the Geographic Constituent Body may decide. For the avoidance of doubt, subject to Rule 18.2, each candidate need not be proposed for the same length of term. By way of example, a candidate who will have served for eight years on the Council may be proposed for a term of one year, while another candidate may be proposed for a term of three years. Where a Constituent Body with two Representatives wishes to conduct an election where the Representatives are elected for different terms to allow for staggering of terms, it shall use such process as the Legal and Governance Director shall approve.
- 18.9 Where the election is made at a meeting not less than seven days' notice shall be given to each Club concerned of the date, time and place of such meeting. The representatives of the Clubs attending such a meeting shall choose their own chairman who shall not have a second or casting vote. Subject to the provisions of this Rule 18, the procedure for and at such a meeting shall be determined by the committee of the Geographic Constituent Body concerned as it shall consider appropriate.
- 18.10 Where the election is made by postal ballot the election shall be supervised by the chairman (or the president if there is no chairman) of the Geographic Constituent Body concerned assisted by two scrutineers appointed by its committee. In this case a ballot paper shall be sent with the notification of candidates' names made in accordance with Rule 18.6. The vote of the Club having been recorded on the ballot paper it shall be signed by an officer of the Club on its behalf and sent to the secretary of the Geographic Constituent Body to arrive not later than 28 March. The ballot papers received shall then be examined by the chairman (or the president if there is no chairman) and scrutineers who shall personally certify the votes cast for each of the candidates.
- 18.11 The Chief Executive shall be informed of the results of all such elections by 1 April or such later date as specified in Rule 18.12.

- 18.12 If any election shall result in a tie, the Representative shall be appointed by the General Committee (or equivalent body) of the Geographic Constituent Body, from the candidates who shall have received the equal number of votes, at a meeting to be held within 14 days of the date of the declaration of the tie. If this meeting of the General Committee fails to resolve the deadlock, the Representative shall be appointed at a meeting of the Executive or Management Committee of the Geographic Constituent Body to be held within 14 days of the date of the meeting of the General Committee.

***Elections – other National Constituent Bodies and National Representative Bodies***

- 18.13 The Representatives to the Council for Premier Rugby Limited, the Army Rugby Union, the Royal Air Force Rugby Union, the Royal Navy Rugby Union, the SRFU, the ERFSU, the England Colleges Rugby Football Union and the Rugby Players' Association shall be elected by their respective committees.

***Elections – National Members and Women and Girls' Representative***

- 18.14 The National Members shall be elected by the Council against such criteria as the Council shall decide.
- 18.15 The Women and Girls' Representative shall be elected by the Council against such criteria and following such process as the Board shall decide.

***Removal of Council Members***

- 18.16 For the purposes of Rules 18.17 and 18.18 inclusive only, references to a Geographic Constituent Body shall be deemed to include references to:
- (a) the Rugby Football Referees Union (where references to Clubs shall refer to Corporate Members who are members of the Rugby Football Referees Union); and
  - (b) the Championship Clubs Committee and the National Clubs Association.
- 18.17 Should four Clubs which are allocated to a Geographical Constituent Body requisition to that Geographic Constituent Body that a Representative be removed, the Geographic Constituent Body shall within 28 days of receipt of that requisition hold a postal (or electronic) ballot or a meeting of all Clubs where there shall be a vote on whether such Representative is to be removed. Each requisition must be signed by two officers of the Club. Each of the requisitioning Clubs, and the Representative in question, shall be entitled to include a statement in the communication from the Geographic Constituent Body calling the vote or meeting. Following a vote on the removal of a Representative, no requisition for the removal of that Representative shall be valid for a period of six months from the date of a vote or meeting at which such removal is decided upon, unless approved by the executive of the Geographical Constituent Body. No requisition for the removal of a Representative shall be valid

for a period of twelve months from the date which the Representative's appointment was confirmed to the Union.

- 18.18 Should there be a vote at a meeting, postal (or electronic) voting and proxy voting shall be permitted. The Representative shall be removed forthwith if a two-thirds majority of those voting vote that he or she should be removed.
- 18.19 Each of Premier Rugby Limited, the Army Rugby Union, the Royal Air Force Rugby Union, the Royal Navy Rugby Union, the SRFU, the ERFSU, the England Colleges Rugby Football Union and the Rugby Players' Association may remove its Representatives in such manner as may be set out in its constitution.
- 18.20 If the Council receives a complaint, or otherwise becomes aware, that any Council Member (other than the Chief Executive or the chairman of the Board of Directors) may be ineligible to become, or to continue as, a Council Member, the President shall have the power to establish a committee of three Council Members to investigate that complaint. The committee shall then report its findings to the Council which shall have the power to exclude an ineligible individual (other than the Chief Executive or the chairman of the Board of Directors) from serving as a Council Member. If a Council Member (other than the Chief Executive or the chairman of the Board of Directors) shall commit an offence under Rule 5.12 such Council Member may be dismissed from the Council if thought fit as follows:
- (a) in the case of President, Senior Vice-President and Junior Vice-President, by the Union in General Meeting;
  - (b) in the case of a Representative of a Constituent Body or National Representative Body, either by that Constituent Body or the Clubs or committee that elected them or by the Council (as the case may be); or
  - (c) in the case of a Representative of the Union on World Rugby, a Past President, a National Representative, the Women and Girls' Representative, the chairman of the Board of Directors or a co-opted Member, by the Council.

### ***Terms and Term Limits***

- 18.21 Subject to Rules 35 and 18.22, no individual (other than the chairman of the Board of Directors or the Chief Executive) may serve on the Council for longer than nine years.
- 18.22 Where an individual is:
- (a) Junior Vice-President, Senior Vice-President, President or Past President;
  - (b) on the Board of Directors; or
  - (c) a representative of the Union on the Six Nations Committee, World Rugby, Rugby Europe or the British and Irish Lions committee,

he or she may continue to serve on Council while holding one or more of these positions up to an aggregate maximum of twelve years on the Council.

## **VI COMMITTEES, GAME BOARDS, PRESIDENT AND VICE-PRESIDENTS**

### **19 President and Vice-Presidents**

- 19.1 The Union shall have a President, a Senior Vice-President and a Junior Vice-President.
- 19.2 The President, Senior Vice-President and Junior Vice-President shall be elected at each Annual General Meeting in accordance with Rule 19.3 for terms of one year, with their terms of office to start on the 1 August following the Annual General Meeting at which they were appointed.
- 19.3 Subject to Rule 19.4, the election of the President, Senior Vice-President and Junior Vice-President shall be subject to the following provisions:
- (a) Any Member shall have the right to make nominations with the written consent of the candidate for the offices of President, Senior Vice-President and Junior Vice-President. Such nominations may only be made from Council Members (including co-opted Council Members) or from persons recognised by the Council under Rule 5.10 and must reach the Chief Executive in writing by 1 April each year. The Council shall also have the right to make nominations for these offices.
  - (b) The agenda of the notice calling an Annual General Meeting shall include the Council's nominations (if any) for the President, Senior Vice-President and Junior Vice-President for the forthcoming year, together with all other nominations received under Rule 19.3(a).
  - (c) The election of President, Senior Vice-President and Junior Vice-President shall be decided by a majority of votes recorded.
  - (d) If after the issue of the notice calling an Annual General Meeting and before the date thereof an individual nominated by the Council under Rule 19.3(a) to hold office becomes unable to serve and if also there is no other nomination the Council shall have power to submit another nomination for consideration at the Annual General Meeting.
- 19.4 If a casual vacancy shall arise in the position of President, Senior Vice-President and/or Junior Vice-President, such vacancy may only be filled by Council in its discretion and any person so appointed shall hold office until the 31 July next following.

## **20 Standing Committees and Game Boards**

- 20.1 The Union shall have a Professional Game Board, a Community Game Board and a Governance Standing Committee, each of which shall report to the Board of Directors.
- 20.2 The chairman of the Governance Standing Committee and the Community Game Board shall have a second or casting vote in their respective meetings.
- 20.3 The quorum necessary for the transaction of business by the Governance Standing Committee or the Community Game Board shall be one half of its members provided always that the number of elected members present and entitled to vote shall exceed the number of individuals employed by the Union present and entitled to vote by not less than two unless agreed by the chairman of that meeting.
- 20.4 The Governance Standing Committee and Community Game Board may exercise the power of co-option subject to the prior approval of the Board of Directors.
- 20.5 The Governance Standing Committee and Community Game Board may only appoint a sub-committee to deal with a specific aspect of its business with the prior approval of the Board of Directors.
- 20.6 The quorum of a sub-committee of the Governance Standing Committee or the Community Game Board shall be one half of its members.
- 20.7 The Union shall have a Board Nominations Committee, which shall report to the Board of Directors. The composition of the Board Nominations Committee shall be decided by the Board of Directors, provided that it shall be chaired by an Independent Non-Executive Director, it shall include the chairman of the Board of Directors and a majority of its composition shall be independent. For the purposes of this Rule, Independent Non-Executive Directors and an independent chairman of the Board shall be deemed independent. The Board Nominations Committee shall recommend candidates for the roles of .Portfolio Directors.
- 20.8 The Union shall have a Council Nominations Committee, which shall report to the Council. The composition of the Council Nominations Committee shall be decided by Council provided that it shall have at least one member who is not a Council Member.
- 20.9 No Past President may serve on the Board of Directors, the Governance Standing Committee or on any Game Board or on a sub-committee of the Governance Standing Committee or any Game Board, but a Past President may serve on any working group set up for a specified period of time for a specified purpose.

## **VII FINANCE**

### **21 Union Finance**

- 21.1 The profits of the Union shall be applied only in furthering the objects of the Union.

## **RFU RULES**

Effective from 1 August 2018

21.2 The accounts of the Union shall be made up to 30 June in each year and shall be signed by the Chief Executive and two Council Members. They shall be audited by the Auditors, and a copy of the signed financial statements, together with the Auditors' report thereon, shall be sent or made available to each Member.

21.3 The Union shall not have the power to receive money on deposit from Members or others.

## **22 Auditors**

22.1 The provisions of the Act as to the appointment, powers, rights, remuneration and duties of the Auditors shall be complied with.

22.2 The Auditors shall be entitled to attend any General Meeting and to receive all notices of and other communications other than a proxy form under Rule 7.6 which any Member is entitled to receive, and to be heard at any General Meeting on any part of the business which concerns them as Auditors.

## **VIII STATUTORY PROCEDURES**

### **23 Share Capital**

23.1 The capital of the Union shall consist of shares of the value of one pound each.

23.2 Every Member shall hold one share and no more in the capital of the Union. No person who is not a Member shall be issued with a share.

23.3 In the case of every Corporate Member the share allotted to it shall be paid up in full by applying one pound of the subscription next received from it after the date of admission to membership.

23.4 No share shall be held jointly, be withdrawable or subject to Rule 23.5 be transferable by any Member and no interest, dividend or bonus shall be payable on any share. Any Member transferring or attempting to transfer a share, other than under the provisions of Rule 23.5, shall if the Council so decides be deemed to have withdrawn from the Union as from the date of such transfer or attempted transfer.

23.5 The share of a Member shall be forfeited to the Union when that Member for whatever reason ceases to be a Member and any amount then due to the Member in respect of such share shall thereupon become the property of the Union.

23.6 The Union shall not be required to issue a certificate to any Member in respect of the share allotted to that Member.

### **24 Registered Office**

24.1 The registered office of the Union shall be at Rugby House, Twickenham Stadium, 200 Whitton Road, Twickenham, Middlesex, TW2 7BA or at such other location in England as the Board of Directors may from time to time determine.



- 24.2 Notice of any change in the situation of the registered office shall be given by the Chief Executive to the Registrar within fourteen days after the change.

## **25 Use of Name of the Union**

- 25.1 The name of the Union shall be kept painted or affixed in a conspicuous position and in letters which are easily legible on the outside of every office or place in which the activities of the Union are carried on.
- 25.2 The name of the Union shall be stated in legible characters in all business letters of the Union, in all notices, advertisements and other official publications of the Union, in all bills of exchange, promissory notes, endorsements, cheques and orders for money or goods purporting to be signed by or on behalf of the Union and in all bills, invoices, receipts and letters of credit of the Union.
- 25.3 Save with the authority of the Board of Directors, neither the name of the Union nor its symbol (whether the rose symbol or otherwise) shall at any time be used by any Member in any document or advertisement issued or published by, on behalf of or with the authority of that Member in such a way as to indicate or imply that such document or advertisement was issued or published by or on behalf of the Union or the Council or the Board of Directors.

## **26 Seal**

The Union shall have its name engraved in legible characters on a seal which shall be kept in the custody of the Chief Executive and shall be used only under the authority of the Board of Directors which may determine who shall counter-sign any instrument to which the seal is affixed and unless otherwise so determined it shall be counter-signed by any two members of the Board of Directors.

## **27 Register of Members**

- 27.1 The Union shall keep at its registered office a Register of Members in which the following particulars shall be entered:
- (a) The name and address of each Member.
  - (b) A statement of the share held by each Member and the amount paid therefor.
  - (c) A statement of other property, if any, in the Union held by each Member whether in loans or otherwise.
  - (d) The date on which each Member was entered in the Register as a Member and the date on which a Member ceased to be one.
  - (e) The names and addresses of the President, Senior Vice-President, Junior Vice-President and Chairman of the Board of Directors and the dates on which they assumed and left office.



- 27.2 The Register of Members shall be so constructed that it is possible to open to inspection the particulars entered pursuant to Rules 27.1(a), 27.1(d) and 27.1(e) without also opening to inspection the other particulars entered in the register.

## **28 Inspection of Books**

All Members and persons having an interest in the funds of the Union shall be allowed to inspect their own accounts and the particulars entered in the Register of Members other than those entered under Rules 27.1(b) and 27.1(c) at all reasonable hours at the registered office of the Union subject to such regulations as to the time and manner of such inspection as may be made from time to time by a resolution passed at a General Meeting.

## **29 Annual Return and Accounts**

- 29.1 Every year not later than the date provided by the Act or where the return is made up to the date allowed by the Registrar not later than seven months after such date the Chief Executive shall send to the Registrar the annual return in the form prescribed by the Registrar relating to the affairs of the Union for the period required by the Act to be included in the return together with a copy of the Financial Statement of the Union with the Report of the Auditors thereon for the period included in the return and a copy of each balance sheet made during that period and the Report of the Auditors on that balance sheet.
- 29.2 A copy of the latest annual return shall be made available free of charge on demand to every Member or person interested in the funds of the Union.
- 29.3 The Union shall keep a copy of the last balance sheet for the time being always available in a conspicuous place at its registered office.

## **30 Registration**

These Rules shall take effect on and from the date of their registration pursuant to and in accordance with the provisions of the Act.

## **31 Dissolution**

In the event of it becoming necessary for the Members to discontinue the activities of the Union and to dissolve the Union under the provisions of the Act its funds and property shall be appropriated or divided amongst the Members in such manner as the Council consider to be fair and reasonable, save in respect of the permanent collection of the Union's Museum of Rugby which the Council will take every reasonable step to ensure is vested in a similar body which retains such collection for the public benefit.

## **IX GENERAL**

### **32 Handbook**

The Union shall publish its Handbook each year and send a copy thereof to every Member.

### **33 Notices and documents**

- 33.1 A notice may be served by the Union upon any Member, either personally or by sending it by post or fax addressed to such Member at his, her or its registered address as appearing in the Register of Members. A notice may also be served by the Union upon any Member by electronic communication in accordance with Rules 33.2 and 33.3.
- 33.2 Any Member who notifies the Union of an address to which the Union may send electronic communications shall be treated as having agreed to receive notice and other documents from the Union by electronic communication.
- 33.3 If a Member notifies the Union of his, her or its email address the Union may send the Member the notice or other documents by publishing the notice or other document on a website and notifying the Member by email that the notice or other document has been published on a website.
- 33.4 Any notice or other communication or document sent by first class post to a Member or Member of the Council shall be treated as having been given twenty-four hours after the time when it was posted.
- 33.5 Where the RFU is required to produce, display or make available any document or publication, it may be produced, displayed or made available in physical or electronic form

### **34 Definitions**

- 34.1 “**the Act**” means the Co-operative and Community Benefit Societies Act 2014 and any subsequent acts (including any regulations amending the same) governing or otherwise affecting societies registered under that act
- 34.2 “**Annual General Meeting**” means the General Meeting held each year under Rule 8
- 34.3 “**Auditors**” means the auditors of the Union for the time being duly appointed under Rule 8.2(e) in accordance with the provisions of the Act
- 34.4 “**Board Nominations Committee**” means the committee described in Rule 20.7
- 34.5 “**Board of Directors**” means the committee which is appointed in accordance with Rule 12 to manage the affairs of the Union in accordance with the Act

- 34.6 **“Chief Executive”** means the Chief Executive of the Union for the time being and the Secretary of the Union for the purposes of the Act
- 34.7 **“Chief Financial Officer”** means the chief financial officer of the Union for the time being (howsoever he or she is described in his or her official job title)
- 34.8 **“Club”** means a club admitted into voting membership of the Union in accordance with these Rules and it includes any union, league, combination or association of such clubs authorised under Rule 16.1(i) and thereafter admitted into membership
- 34.9 **“Community Game Board”** means the community game board, reporting to the Board of Directors to manage and administer the Union’s activities in relation to the community Game in accordance with its terms of reference
- 34.10 **“Constituent Body”** means a Geographic Constituent Body or a National Constituent Body
- 34.11 **“Corporate Member”** means a member who is not a natural person (whether or not such Member is a body corporate, unincorporated or an association of bodies corporate)
- 34.12 **“Council”** means the body established pursuant to Rule 15 to exercise the powers set out in Rule 16.1 or otherwise as set out in the Rules
- 34.13 **“Council Elected Director”** means any one of the members of the Board of Directors set out in Rule 1.1(a)
- 34.14 **“Council Member”** means a member of the Council for the time being shall include a person co-opted under Rule 16.1(p)
- 34.15 **“Council Nominations Committee”** means the committee described in Rule 20.8
- 34.16 **“England”** means England plus the Channel Islands and the Isle of Man
- 34.17 **“England Colleges Rugby Football Union”** means the body approved by the Council to represent on the Council the interests of those colleges in England with teams playing the Game
- 34.18 **“EPCR”** means European Professional Club Rugby or any successor body, being the association of which the Union is a member established to operate professional European cross-border club rugby competitions.
- 34.19 **“ERFSU”** means the England Rugby Football Schools Union
- 34.20 **“Game”** means the game of rugby union football
- 34.21 **“Game Board”** means the Community Rugby Game Board and the Professional Game Board

- 34.22 **“General Meeting”** means a meeting of the Members constituted under Rule 7
- 34.23 **“Geographic Constituent Body”** means an association or combination of Clubs as set out in Rule 6.3
- 34.24 **“Governance Standing Committee”** means the standing committee appointed by the Council from time to time to consider governance matters relating to the game in England in accordance with its terms of reference
- 34.25 **“Handbook”** means the annual publication of the Union which has last been made available to all Members
- 34.26 **“Independent Non-executive Director”** means an individual, who may not be a Council Member, appointed to the Board of Directors under Rule 12.1(i)
- 34.27 **“Individual Member”** means a Member who is a natural person (for the avoidance of doubt this excludes unincorporated associations and partnerships).
- 34.28 **“Junior Vice-President”** means the individual elected under Rule 19
- 34.29 **“Laws of the Game”** means the laws promulgated by World Rugby from time to time according to which the Game is played throughout the world
- 34.30 **“Legal and Governance Director”** means the legal and governance director of the Union for the time being (howsoever he or she is described in his or her official job title)
- 34.31 **“Member”** means a voting member of the Union
- 34.32 **“National Clubs Association”** means the body approved by the Council to represent the interests of those playing the Game at levels three and four on the Council
- 34.33 **“National Constituent Body”** means an association or combination of Clubs or Schools or universities as set out in Rule 6.4
- 34.34 **“National Representative”** means an individual appointed to Council under Rule 15.1(g)
- 34.35 **“National Representative Bodies”** means those Rugby Bodies set out at Rule 6.5
- 34.36 **“Overseas Club”** means an association of persons situated outside England the principal object of which is the playing of the Game
- 34.37 **“Overseas Union”** means any national Rugby Football Union other than the Union
- 34.38 **“Portfolio Directors”** shall mean the chairman of the Board of Directors, the Senior PGB Representative, the chairman of the Community Game Board, the chairman of the Governance Standing Committee and any World Rugby

Representative serving on the Board of Directors (other than the chairman of the Board of Directors or a member of the Union's professional staff)

- 34.39 **"Past President"** means a former President
- 34.40 **"President"** means the president of the Union elected under Rule 19
- 34.41 **"Professional Game Board"** is the board established by the Board of Directors from time to time to consider matters in relation to the professional Game in England in accordance with its terms of reference and which shall report to the Board of Directors
- 34.42 **"Register or Members"** means the register maintained under Rule 27
- 34.43 **"Registration Authority"** means the Financial Conduct Authority, (company number 01920623) of 25 The North Colonnade, Canary Wharf, London E14 5HS, or such other body appointed to carry out its function as registration authority of the Union
- 34.44 **"Representative"** means a member of Council elected or appointed to the Council other than the President, Senior Vice President, Junior Vice-President, chairman of the Board of Directors or the Chief Executive
- 34.45 **"RFU Regulation"** means a resolution or regulation passed in accordance with Rule 4.13
- 34.46 **"Rugby Body"** means any association of unions, counties, clubs, players, agents, match officials, coaches or other persons or organisations connected or associated with the playing of the Game undertaken in England whether or not and/or howsoever incorporated and whether or not authorised or approved by the Union
- 34.47 **"Rugby Europe"** means Association Rugby Europe (formerly FIRA-AER) or any successor body, being the association of European rugby unions recognised by World Rugby
- 34.48 **"Rugby Players' Association"** means the association approved by the Council to represent the interests of professional rugby players on the Council
- 34.49 **"Rules"** means the Rules of the Union for the time being registered with the Registration Authority
- 34.50 **"School"** means a school situated in England which includes within its curriculum the playing and/or coaching of the Game
- 34.51 **"Senior PGB Representative"** means the individual specified by the Board of Directors under Rule 12.1(d);
- 34.52 **"Senior Vice-President"** means the individual appointed under Rule 19

- 34.53 **“Special General Meeting”** means a General Meeting other than an Annual General Meeting;
- 34.54 **“SRFU”** means the Students Rugby Football Union
- 34.55 **“Standing Committee”** means a Standing Committee of the Union established by the Council from time to time
- 34.56 **“Strategic Plan”** means the Union’s long term multi-year plan setting out the strategy for the Union
- 34.57 **“Twickenham”** means the rugby union football ground, Twickenham, Middlesex
- 34.58 **“Union”** means the Rugby Football Union
- 34.59 **“Women and Girls’ Representative”** means the individual appointed to the Council under Rule 18.15
- 34.60 **“World Rugby”** means the world governing body of the Game which at the date of the adoption of these Rules is World Rugby, formerly known as the International Rugby Board, of which the Union is a member
- 34.61 **“World Rugby Regulations”** means the resolutions and regulations promulgated by World Rugby from time to time
- 34.62 **“World Rugby Representative”** means the Union’s representatives on World Rugby appointed pursuant to Rule 12.4.

## **35 Transitional Provisions**

- 35.1 Subject to Rule 35.2, for the purposes of Rule 18, Council Members serving on 31 July 2018 whose:
- (a) maximum term limit on the Council would have expired on or before 31 July 2018 may serve on Council until 31 July 2020;
  - (b) maximum term limit on the Council would have expired on or before 31 July 2019 may serve on Council until 31 July 2021;
  - (c) maximum term limit on the Council would have expired on or before 31 July 2020 may serve on Council until 31 July 2022; or
  - (d) maximum term limit on the Council would have expired on or before 31 July 2021 may serve on Council until 31 July 2022.
- 35.2 A Council Member who is a member of the Board of Directors, is Junior Vice President, Senior Vice President or President, a representative of the Union on the Six Nations Committee, World Rugby, Rugby Europe or the British and Irish Lions

committee may continue to serve on the Council for the duration of that other position, up to 31 July 2026.

- 35.3 Where an individual was appointed to a position, pursuant to the Rules in force at the time, at or prior to the Annual General Meeting in 2015, the period between the date of that individual's appointment and the 1 August immediately following that appointment shall not count as a "year" or a part of a "year" for the purposes of counting time for term limits on the Board of Directors.
- 35.4 Where an individual was appointed to the Council effective from an Annual General Meeting, the time between that appointment and the next following 31 July shall not count as a part of a "year" for the purposes of counting time for term limits on the Council.

# [ RFU REGULATIONS ]



# RFU REGULATIONS

## RFU REGULATION 1 – DEFINITIONS

The following definitions apply to all RFU Regulations unless the context otherwise requires. References to the singular shall include the plural and vice versa.

Term	Definition
<b>Academy Player</b>	an England Academy Player or an Elite Player Development Group Player who is a member of one of the fourteen RFU licensed Club Academies
<b>Administrative Instructions</b>	instructions approved by the RFU produced by an Organising Committee which contain information to assist in the administration of RFU Competitions
<b>Affiliated Organisation</b>	a Club which is a member of the RFU
<b>Age Grade Rugby</b>	the structured progression to cover the introduction, teaching, playing and coaching of the Game in stages from U7 to U18
<b>Age Grade Players</b>	all players participating in Age Grade Rugby
<b>Agents Regulation(s) (known as “AR”)</b>	those regulations entitled ‘Agents Regulations’ set out in RFU Regulation 8 and any attached schedules, appendices, and/or annexes which are made under RFU Rule 4.13 to govern Agency Activity (as defined in RFU Regulation 8) and the use of and operation of Registered Agents (as defined in RFU Regulation 8)
<b>Amateur Declaration</b>	a declaration provided by a Club (on the Registration Form) to the RFU that a Player has (and will) not enter into any Contract with the Club and has not received (and will not receive) Material Benefit
<b>Appeal Panel</b>	any Disciplinary Appeal Panel or Competitions Appeal Panel
<b>Application Documents</b>	the documents to be submitted in accordance with RFU Regulation 14 to obtain Effective Registration of a Player
<b>Artificial Pitch</b>	a pitch made of artificial or synthetic turf
<b>Assistant Referee(s)</b>	any person appointed by the relevant authority who is responsible for signalling touch, touch in-goal, the success or otherwise of kicks at goal and indicating foul play and who provides assistance to the referee in the performance of any of the referee’s duties as directed by the referee
<b>Best Playing Record</b>	as between the Clubs at Level 4 and below: <ul style="list-style-type: none"> <li>• which of the two Clubs had the better percentage record taking the number of league points (including bonus points) gained (or awarded by the appropriate Organising Committee taking into account any appeals and the result thereof) during the current Season programme of league matches (as reflected in</li> </ul>

	<p>the final league table) as a percentage of the maximum number of league points (including bonus points) it was possible to gain had the Club won every one of its matches against the other Clubs shown in the final league table;</p> <ul style="list-style-type: none"> <li>• in the event of the percentages being identical which of the two Clubs had the better percentage record taking the number of wins (as reflected in the league table) as a percentage of the maximum number of matches played during the current Season programme;</li> <li>• in the event of the percentages being identical which of the two Clubs had the better percentage record taking the number of draws (as reflected in the league table) as a percentage of the maximum number of matches played during the current season programme;</li> <li>• in the event of the percentages being identical which of the two Clubs had the higher average winning margin in its said programme of league matches to be calculated by deducting from the points scored by the Club the points scored against the Club and dividing the difference by the number of matches played by the Club (or deemed by that Club's Organising Committee to have been played by the Club in that Competition points were awarded to the Club) in the Club's said league programme;</li> <li>• if this still does not establish the Best Playing Record then the Clubs involved shall be ranked according to the percentage number of matches won, excluding the first League match of the season. If necessary this process shall be extended to exclude the second match, third match and so on until a Best Playing Record is established.</li> </ul>
<b>Best Runner Up</b>	<p>the County not winning its pool and</p> <ul style="list-style-type: none"> <li>(i) having the next best total of competition points for matches won and drawn or failing that</li> <li>(ii) having the greater or greatest positive points difference by subtracting the match points conceded from the match points scored or failing that</li> <li>(iii) having scored the most match points "for" or failing that</li> <li>(iv) having scored the most number of tries or failing that</li> </ul>

	<p>(v) having scored the most number of goals from tries or failing that</p> <p>(vi) having the greater or greatest positive aggregate points difference by subtracting the match points conceded from the match points scored in Away matches played or failing that</p> <p>(vii) having scored the greater or greatest aggregate match points “for” in Away matches played or failing that</p> <p>(viii) having scored the greater or greatest aggregate number of tries in Away matches played or failing that</p> <p>(ix) having scored the greater or greatest aggregate number of goals from tries in Away matches played or failing that</p> <p>(x) by the toss of a coin by the Committee or its nominee, in the presence of two independent witnesses.</p>
<b>CBYDS</b>	the Constituent Body Youth Discipline Secretary, appointed by each Constituent Body
<b>CSU</b>	County Schools Union
<b>CSUDS</b>	County Schools Union Discipline Secretary, appointed by each CSU
<b>Championship</b>	the competition between 12 Clubs at Level 2 governed by the RFU Championship Regulations
<b>Cheating</b>	a premeditated act or omission involving an element of planning which unfairly seeks to gain an advantage or benefit by deception
<b>Cited Player</b>	a player who is cited in accordance with the RFU Regulation 19
<b>Citing Commissioner</b>	from a citing perspective and to carry out such other responsibilities as may be designated to the Citing Commissioner from time to time
<b>Club Officer</b>	a member of a Club nominated to act on its behalf
<b>Club(s)</b>	<p>for the purposes of all Regulations other than RFU Regulation 13.2 and RFU Regulation 14:- a non-voting club playing in the Leagues or a Club admitted into voting membership of the Union in accordance with the RFU Rules and it includes any union, league, combination or association of such clubs authorised under RFU Rule 5.2 and thereafter admitted into membership. (For the purposes of the Regulations, a “Club” shall include a Geographic or National Constituent Body where appropriate).</p> <p>for the purposes of RFU Regulation 13.2.10 only:- those Clubs placed second in any Relevant League at the completion of the Season, such second placed position having been determined in accordance with the RFU</p>

	<p>Regulation 13.2.10</p> <p>for the purposes of the RFU Regulation 14 a Club participating in the League</p> <p>for the purposes of RFU Regulation 19 only: a Club admitted into voting or non-voting membership of the RFU</p>
<b>Committee</b>	the Governance Standing Committee of the RFU or (where the context so admits the power of delegation contained in RFU Regulation 13.1 having been exercised) the Division, Constituent Body, Organising Committee
<b>Competition Appeals Panel</b>	a panel appointed by the RFU pursuant to RFU Regulation 19 that is independent of and does not comprise any member of the Committee or Organising Committee to hear appeals and review decisions taken by the Committee or an Organising Committee
<b>Constituent Body</b>	as defined in the RFU Rules
<b>Constituent Body Disciplinary Panel</b>	a Disciplinary Panel appointed by a Constituent Body in accordance with RFU Regulation 19
<b>Constituent Body Disciplinary Secretary</b>	a person appointed or elected by a Constituent Body to act as secretary in relation to all disciplinary matters or other person, or competition administrator to whom power has been delegated
<b>Contract</b>	<p>any agreement, arrangement or understanding whether formal or informal and technically whether legally enforceable or not made between a Club, Union, Division or province (or other union or association of clubs) or any other person, firm or company and a Player for the provision of a Material Benefit to the Player (or any other person, firm, company or organisation) wholly or partially in consideration for the Player's participation in the Game or which entitles the party with whom the Player (or other person, firm, company or organisation) has entered into any such agreement, arrangement or understanding to require the Player to participate in the Game or the effect of which is the Player participates in the Game</p> <p><i>Note: For the avoidance of any doubt agreements with Academy Players, Apprenticeship Agreements, Bursaries and all other agreements or arrangements wholly or partially in relation to education or training of the Player will fall within the definition of Contract set out above</i></p>
<b>Contracted Overseas Player</b>	an Overseas Player who at any time in the six months prior to his application for registration under the Registration Regulations (RFU Regulation 14) has entered into or been a party to a Contract
<b>Contracted Player</b>	a Player who at the time holds Effective Registration with a Club is a party to a Contract to receive or has received Material Benefit from playing rugby football, but excluding a Contracted Overseas Player
<b>Correct Number of Clubs</b>	the same number of Clubs as in the Season or such

	other number of Clubs as the Committee may decide to rectify any special league sizes, which may have been created for the Season only
<b>Council (or RFU Council)</b>	the body established pursuant to Rule 15 to exercise the powers set out in RFU Rule 16.1
<b>Council Member (or Member of the Council)</b>	a member of the Council for the time being and shall include a person co-opted pursuant to the RFU Rules
<b>County / Counties</b>	the Constituent Bodies other than the Army, Cambridge University, the England Schools Union, Oxford University, Royal Air Force, Royal Navy, England Colleges, Referees Rugby Union and the Students Union
<b>Cup Competitions</b>	the RFU Championship Cup, the Intermediate Cup, Senior Vase and the Junior Vase
<b>Current Union</b>	any rugby football union, which is a member of World Rugby other than the RFU
<b>Disciplinary Appeal Panel</b>	a disciplinary appeal panel appointed in accordance with RFU Regulation 19, that is independent of and does not comprise of any member of the original Disciplinary Panel, to hear appeals and review decisions taken by the Disciplinary Panel
<b>Disciplinary Panel</b>	any Constituent Body or RFU disciplinary panel or judicial officer appointed in accordance with RFU Regulation 19
<b>Division</b>	a combination of Constituent Bodies, which organises and manages the playing of the Leagues and where applicable those other RFU competitions in those Constituent Bodies for and on behalf of the RFU
<b>Divisional Competition Administrator</b>	the person appointed by the Organising Committee to supply such administrative support to that committee and to the Competition as shall, from time to time, be required by the Organising Committee
<b>Divisional Leagues</b>	all those leagues forming part of the League below the National Leagues (i.e. Level 5 and below)
<b>Divisional Organising Committee (DOC)</b>	the committee appointed by the relevant Constituent Bodies to organise and manage the Leagues on behalf of the RFU for the Clubs within those Constituent Bodies and such other Clubs playing in the Leagues in the Leagues organised within the Division
<b>Effective Date</b>	the date when a Player's application for registration becomes effective in accordance with RFU Regulation 14 and such Player is accordingly Effectively Registered or has Effective Registration until such time as it ceases under RFU Regulation 14.9
<b>Effective Registration (or Effectively Registered)</b>	a Player registered with a Club in accordance with and pursuant to RFU Regulation 14.3
<b>England</b>	England including the Channel Islands and the Isle of Man
<b>England Academy Player</b>	a Player who is: (i) of at least 15 years of age; (ii) under the age of 24 as at 1 September 2018; (iii) who is a member of one of the fourteen RFU licensed Club Academies; (iv) whose name is on the England Academy Players list held and approved by the RFU (and notified to Premier Rugby Limited); and (v) who is qualified to play for England and/or an England U20

	Player in the season for whom consent has been given by the RFU to play under licence for a Club other than that for whom the player has an Effective Registration. For the avoidance of doubt, an England Academy Player will not include a member of a RFU licensed Club Academy whose name is not on the list of England Academy Players held and approved by the RFU
<b>EQP</b>	player qualified to play rugby football for England in accordance with World Rugby Regulation 8
<b>ERFSU</b>	England Rugby Football Schools Union
<b>ERFSU Knockout Competitions</b>	the Schools Under 18 and Under 15s competitions
<b>Foreign Player</b>	<p>is a person who does not qualify as a Non-Foreign Player. A Non-Foreign Player is a person who, at the point that he is included in the Match Squad:</p> <p>(a) can prove to the satisfaction of the RFU that he is entitled to the rights granted under Title IV, Article 45 of the Treaty on the Functioning of the European Union (TFEU) or under the European Economic Area or of a state with which the European Community has entered into an agreement that includes directly effective provisions conferring equivalent rights of non-discrimination against that state's nationals within the European Union;</p> <p><i>Note: A passport of a member state of the European Community will normally be accepted as evidence that a player is a Non-Foreign Player</i></p> <p><i>Note: In the event of any governmental changes that impact this definition during the season, the status quo will prevail for the 2018-19 season.</i></p> <p>(b) can prove to the satisfaction of the RFU that pursuant to World Rugby Regulation 8.1 he is eligible to play for the senior fifteen-a-side National Representative Team, the next senior fifteen-a-side National Representative Team or the senior National Representative Sevens Team (as defined in World Rugby regulations) of a Rugby Union in membership of the European Union/European Economic Area; or</p> <p>(c) has been selected for the England Senior XV, Next Senior XV or U20 XV or England's National VII.</p>
<b>Foul Play</b>	any breach or breaches of World Rugby Law 10 and/or World Rugby Law 3.13(c) or World Rugby Law 4.5(c)
<b>Fourth Official(s)</b>	any person appointed by the relevant authority to officiate upon a match as a fourth official
<b>Game</b>	rugby football played in accordance with the Laws of the Game
<b>Gross Gate Receipts</b>	all monies (including car parking and programme receipts) collected in respect of a match and excluding VAT



<b>Handbook</b>	the Handbook containing the Rules and Regulations of the RFU published annually by the RFU
<b>Incoming Tour</b>	a match or series of matches (including 15 a-side, 7 a-side, beach rugby, touch and tag) played in England at any level involving a team from outside England including adult matches, Age Grade matches and/or matches involving scratch/composite teams (as defined by World Rugby)
<b>Inducement</b>	any action intended to encourage or cause any person to act in breach of a written agreement with the RFU, a Constituent Body or any Club
<b>Insolvency Event</b>	<p>event means in relation to a Club (and for the purposes of this definition and RFU Regulation 5.3 a Club includes a holding company, parent undertaking, subsidiary undertaking, subsidiary or associate of the Club or an entity which in the RFU's opinion is connected or associated with the Club in such a way that it is seen as being part of the Club), which is an incorporated body:</p> <ul style="list-style-type: none"> <li>(i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Club; or</li> <li>(ii) a composition, compromise, assignment or arrangement with its creditors; or</li> <li>(iii) the appointment of a liquidator, provisional liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the Club or any of its assets; or</li> <li>(iv) enforcement of any Security over any assets of any member of the group of companies which the Club falls within; or</li> <li>(v) where any procedure or analogous to (i) to (iv) above is taken in any jurisdiction and in relation to any Club that is not incorporated, any process, application or event which would be an Insolvency Event if that Club were incorporated pursuant to (i) to (v) above which is considered by the RFU in its absolute discretion to be similar to one of the events listed in (i) to (v) above occurs in relation to the owner or owners, member or members, sole trader or partners of a Club</li> </ul>
<b>Intermediate Cup</b>	Intermediate Clubs Knockout Cup for those Clubs playing at Level 7 in accordance with RFU Regulations
<b>Judicial Officer</b>	in accordance with World Rugby Regulations, a senior legal practitioner of at least seven years standing or a serving or retired judge who shall have had previous

	experience in rugby disciplinary proceedings
<b>Junior Vase</b>	the Junior Clubs Knockout Competition (also known as the RFU Junior Vase and the RFU Junior Cup) for those Clubs not taking part in any other RFU Knockout competition
<b>Laws of the Game</b>	the laws prescribed by World Rugby to which the Game is played throughout the world (including any variations and trials that may be adopted by the RFU)
<b>League or League Competition</b>	the RFU league competition as set out in the league structure illustrated in [Appendix 3] and which shall be called the English Clubs Rugby Union Championship ('ECC').
<b>League Match</b>	a match in the League (other than at the Premiership and Championship)
<b>Level</b>	in relation to a Club's position in the structure of the League the level of league in which a Club plays the highest League being the Premiership (Level 1), Championship being Level 2, National League 1 being Level 3, National Leagues 2 North and South being Level 4, the highest leagues in the Divisional Leagues being Level 5 etc.
<b>Level 5 and below</b>	any league level organised and managed by a Division
<b>Level Transfer</b>	transfer of a Club to an adjacent league at the same Level as the League in which the Club would have played in Season 2018-2019 had it not been transferred
<b>Level Transfer Regulation(s)</b>	those regulations set out in RFU Regulation 13.2.11
<b>Loan Player</b>	a Player (other than an England Academy Player) who is loaned or transferred from one Club to another Club upon written terms (either a signed copy of the Player's written Contract with his loaning Club if a Contracted Player or a written loan agreement signed by the Player and both Clubs) which entitles the Club (or Academy associated with that Club) making the loan or from whom the Player was transferred to require the Player to return to that Club at any time in the future
<b>Lowest Total Mileage</b>	<p>is calculated as the sum total of the single journeys in each direction as calculated by the Club Mileage Spreadsheet via Google Maps on default settings. This shall be the quickest route, as calculated by the Google Maps software, in each direction.</p> <p>Any Club whose mileage when reduced by 2% is equal to or less than that of the Club with the Lowest Total Mileage shall be regarded as having an 'Identical Lowest Total Mileage'. In the absence of a ground postcode then the nearest postcode available for identifying the location of the ground as determined by the DOC will be used with a manual adjustment made if necessary</p>
<b>Match Official(s)</b>	any person appointed by the relevant authority to officiate upon a match including a Referee, Assistant Referee, and where appointed a television match official, a Fourth Official and any others appointed to assist with the management of the Game
<b>Material Benefit</b>	money, consideration, gifts or any other benefits



	whatsoever contracted, promised or given to a person or at his/her direction, but does not include reimbursement of proper expenses incurred for reasonable travel, accommodation, subsistence or other expenses incurred in relation to the Game and as particularised in RFU Regulation 7.
<b>Media Rights</b>	all television and/or other broadcasting, media, internet, web-site and mobile rights (whether live, as live, delayed, highlights or clips and whether such rights are on a free, pay, pay-per-view, video on demand and/or near video on demand and whether they are exercised by a means that is now known or developed in the future), relating to any RFU Competition and any advertising, publicity and promotion rights of any and every description in and relating to any RFU Competition
<b>Member</b>	a member of the Union
<b>Minutes Played</b>	such actual time played in a match in the sole opinion of the relevant Match Official
<b>Misconduct</b>	<p>any conduct, behaviour or practices on or off the playing enclosure, in connection with a match or the Game generally, that is unsporting, unruly, ill-disciplined, brings or has the potential to bring the sport of Rugby Union, the RFU, or its commercial partners into disrepute, or which is prejudicial to the interests of the RFU or the Game, including but not limited to:</p> <ul style="list-style-type: none"> <li>a) acts of violence or intimidation within the venue in which the match is taking place including (but not limited to) the tunnel, changing room or warm-up areas;</li> <li>b) acting in an abusive, insulting, intimidating or offensive manner towards Match Officials, any other person associated with the clubs participating in the match, or spectators;</li> <li>c) acts or statements that are, or conduct which is, discriminatory by reason of religion, race, gender, sexuality, colour or national or ethnic origin;</li> <li>d) seeking or accepting any bribe or other benefit to fix, achieve a contrived outcome or to otherwise influence improperly the outcome of any dimension or aspect of any match, series of matches, tour or competition;</li> <li>e) entering into any wager, bet or form of financial speculation, directly or indirectly as to the result or any other dimension or aspect of any match, series of matches, tour or competition;</li> <li>f) any other breach of RFU Regulation 17 and/or</li> </ul>

	<p>World Rugby Regulation 6;</p> <p>g) providing inaccurate and/or misleading information about a previous disciplinary record under these regulations or other disciplinary proceedings and or misleading information concerning the Player's future playing intentions;</p> <p>h) comments and/or conduct in connection with current and/or anticipated disciplinary proceedings and/or match officiating (or any aspect thereof) which may be prejudicial to and/or impact upon current and/or anticipated disciplinary proceedings and/or which are prejudicial to the interests of the Game and/or any person; or the disciplinary process</p>
<b>National Representative Body</b>	as defined in the RFU Rules
<b>National League(s)</b>	National League 1 and National Leagues 2 (North) and (South) of the Leagues (i.e. Level 3 and Level 4)
<b>NCA</b>	as defined in the RFU Rules
<b>Next Available Weekend</b>	the first available and next following Weekend (which may include a Weekend prior to that upon which a match in the Competition was originally scheduled to be played)
<b>Notice of Appeal</b>	a notice of intention to appeal from a finding of a disciplinary panel served in accordance with RFU Regulation 19
<b>Notice of Hearing</b>	a notice of intention to bring disciplinary proceedings prepared and served in accordance with RFU Regulation 19
<b>Notification of Transfer Form</b>	the current edition of the form issued by the RFU
<b>NAGDS</b>	the National Age Grade Disciplinary Secretary appointed by the RFU
<b>Officials</b>	any person appointed to assist with the organisation and administration of a match including, but not limited to, Match Officials, citing commissioners, medical staff, anti-doping officials and match security staff
<b>Organising Committee</b>	the NCA Committee or any Divisional Organising Committee as is appropriate to the competition or League concerned or any such other designated group or Organising Committee, to which powers have been delegated by the RFU in relation to a particular competition
<b>Outgoing Tour</b>	a match or series of matches (including 15 a-side, 7 a-side, beach rugby, touch and tag) played outside England at any level including adult matches, Age Grade matches or matches involving scratch/composite teams (as defined by World Rugby)
<b>Overseas Club</b>	an association of persons situated outside England the principal object of which is the playing of the Game
<b>Overseas Player</b>	any Player playing the Game for any team in any Union other than the RFU
<b>Permitted Player</b>	a Player who:

	<p>(a) has not been previously Effectively Registered with any Club during the current season; or</p> <p>(b) is returning to a Club at which the Player was previously Effectively Registered provided the Player has not been Effectively Registered with another Club in the same Season:</p> <p>and in each case is also not a Contracted Player, Contracted Overseas Player, Foreign Player or an Overseas Player</p>
<b>Pitch Conditions</b>	condition or state of a pitch rendering it unplayable or unsafe
<b>Player</b>	any person who is age 17 or over on that Player's Registration Date
<b>Player Interchanges</b>	as defined in Appendix 2 to RFU Regulation 13
<b>Player Register</b>	the electronic register of Players and England Academy Players who are Effectively Registered, maintained by the RFU
<b>Play-off Match(es)</b>	a match or matches played in accordance with the Play-Off Regulation 13.2.10
<b>Play-off Regulations</b>	those regulations set out in RFU Regulation 13.2.10
<b>Pre-Approved Activity</b>	as defined in RFU Regulation 11.8
<b>Premiership</b>	Level 1 of the RFU Competitions structure
<b>Premiership Club</b>	a Club playing its league rugby in the Premiership
<b>Professional Club</b>	as defined in RFU Regulation 10
<b>Referee(s)</b>	any person appointed by the relevant authority to officiate upon a match as a referee
<b>Referee's Report</b>	the disciplinary report completed by the Referee at the end of any match where he or she has awarded red or yellow cards, and shall include where appropriate any disciplinary report completed by the Assistant Referee
<b>Registrar</b>	the RFU or person or organisation appointed by the RFU to deal with the registration of Players under RFU Regulation 14
<b>Registration Date</b>	the date upon which an application for Effective Registration is affected under RFU Regulation 14
<b>Registration Form</b>	the current edition of the application form for registration of adult players issued by the RFU and published on the website from time to time
<b>Relevant League</b>	a league of Clubs playing in the Competition to which RFU Regulation 13.2.10 applies (i.e. one of two leagues supporting a higher league)
<b>Representative Match/ Rugby</b>	a competitive match involving a Representative team
<b>Representative Team</b>	a national XV or AXV or Under 20 XV or national VII or Students XV or Counties XV or any other team of any national Union picked by nationally appointed selectors
<b>Residence</b>	the place where a Player habitually lives and sleeps
<b>Results Service</b>	the person or organisation appointed by the RFU for the purpose of collecting, collating and distributing statistical information on fixtures, results, tables and any such other information as the RFU and/or the Organising Committee shall, from time to time, require

<b>RFU</b>	Rugby Football Union
<b>RFU Competition(s)</b>	for the purposes of all Rules and Regulations other than RFU Regulation 14:- the League, including the Premiership, the Championship, Intermediate Cup, Senior Vase, Junior Vase, County Championship, and National U20 Constituent Body Championship.  for the purposes of the RFU Regulation 14:- the League (other than at Premiership and Championship), any knock-out competition organised by the RFU and any other competition designated by the RFU as an RFU Competition for the purposes of RFU Regulation 14
<b>RFU Disciplinary Hearings Manager</b>	the person appointed by the RFU as Disciplinary Hearings Manager (or such other person to whom the RFU Disciplinary Hearings Manager may delegate authority to act on his/her behalf) who is responsible for the administration of judicial matters who for the purposes of these Regulations reports to the RFU Head of Judiciary and acts on his/her behalf
<b>RFU Disciplinary Panel</b>	a disciplinary panel constituted by the Union in accordance with RFU Regulation 19
<b>RFU Head of Discipline</b>	the person appointed by the RFU as Head of Discipline who is responsible for the administration of disciplinary matters or such other person to whom the RFU Head of Discipline may delegate authority to act on his/her behalf
<b>RFU Head of Judiciary</b>	the independent person appointed by the RFU as Head of the Rugby Judiciary or such other person to whom the RFU Head of Judiciary may delegate authority to act on his/her behalf
<b>RFU Legal &amp; Governance Director</b>	the person appointed by the RFU as the Legal and Governance Director or such other person to whom the RFU Legal & Governance Director may delegate authority to act on his/her behalf
<b>RFU Regulations</b>	resolutions or Regulations made in accordance with RFU Rule 4.13
<b>RFU Rules</b>	the Rules of the Rugby Football Union
<b>RFU Women Competitions</b>	the adult women's competitions run by the RFU
<b>Rugby Judiciary</b>	the independent rugby judiciary appointed in accordance with RFU Regulation 19.2.4 to provide an independent process of adjudication on disciplinary matters
<b>Rule 5.12 case</b>	shall have the meaning ascribed to it in RFU Regulation 19
<b>Schools and Youth Discipline Secretary</b>	the expert appointed by the RFU to act as advisor to Constituent Bodies in relation to School and Youth disciplinary matters
<b>Season</b>	the RFU competition season as set out in RFU Regulation 11
<b>Senior EPS Player</b>	a Player selected for the Senior England Elite Playing Squad by the RFU or by such other person designated by the RFU and so identified to the Clubs;
<b>Senior Vase</b>	the Knockout Competition for those Clubs playing at Level 8 in accordance with RFU Regulation 13
<b>Service Pass Player</b>	A player who has been approved by the RFU as a

	service pass player in accordance with the RFU's Service Pass Process
<b>SRFU</b>	Students Rugby Football Union
<b>Structured Season</b>	the Structured Season as approved by the Council of the RFU
<b>Student Pass Player</b>	A player who has been approved by the RFU as a student pass player in accordance with the RFU's Student Pass Process
<b>Technical Area</b>	a clearly designated area of the playing enclosure (not exceeding 10 sq. metres) lying between the centre and 10m lines of the pitch. Such area shall be within the any pitch-side barrier and at least 1m from the touch-line of the playing area
<b>Transfer Deadline</b>	<p>(a) For Clubs at Level 3 and below: 22 February 2019, the Waiting Period (if applicable) having been completed before the Transfer Deadline is reached.</p> <p>(b) For Clubs at Level 1 (Premiership) and Level 2 (Championship): 22 March 2019, the Waiting Period (if applicable) having been completed before the Transfer Deadline is reached.</p>
<b>U18 Competition</b>	the National Under 18 Competition
<b>U20 Competition</b>	the National Under 20 Championship
<b>Union</b>	any Union as defined by the rules of World Rugby
<b>Waiting Period</b>	<p>means the period of time between the Registration Date and the Effective Date, as decided by the Registrar save in the circumstances set out below when the waiting period shall be as stated:</p> <p>(a) the waiting period will be 7 clear days where a Player has Effective Registration with another Club on the Registration Date, unless the expedited registration process is followed, as set out in Regulations 14.5.8 to 14.5.10.</p> <p>(b) the waiting period will be 24 hours or less providing correct papers are lodged with the Registrar by 12 noon on a Friday (or the day of the match in respect of mid-week matches) where:</p> <p>(i) a youth player is transferring to become an adult player, either in the same club or to a different club;</p> <p>(ii) a Player has not previously been Effectively Registered with any club during the current Season; or</p> <p>(iii) a Player is transferring from another Union. For Players at Level 4 and above, evidence of international Clearance must be provided.</p>
<b>Weather</b>	meteorological conditions, including temperature, wind, clouds, precipitation and light
<b>Women's County Championship</b>	The County Championship Division 1 and Division 2
<b>World Rugby</b>	the International Rugby Board, the world governing

	body of the game of which the RFU is a Member
<b>World Rugby Regulations</b>	resolutions and regulations promulgated by World Rugby from time to time



# RFU REGULATIONS

## RFU REGULATION 2 – APPLICATION AND ENFORCEMENT

### 2.1 Commencement

These revised Regulations take effect on 1 August 2018 unless and to the extent specifically stated otherwise (including, but not limited to, any variations to the Regulations made under Regulation 2.3.1 below).

### 2.2 Application

- 2.2.1 These Regulations shall be binding on all Members of the RFU and on persons over whom the RFU has jurisdiction, who shall be deemed to have full knowledge of the content of these Regulations.
- 2.2.2 Every Club and Constituent Body shall ensure that it complies with these Regulations and must further ensure that it takes appropriate action to inform every member of that Club or Constituent Body (as applicable) of the terms of these Regulations and the obligations of that member to comply with these Regulations. The RFU may (but shall not be obliged to) from time to time issue guidelines in relation to the implementation of these Regulations. Any breach(es) of such guidelines may render the Member in breach of these Regulations.
- 2.2.3 Without prejudice to the generality of Regulation 2.2.2, each Constituent Body shall include in its own rules a rule stating that each of its members is bound by the RFU's Rules, these Regulations, the Laws of the Game and the World Rugby Regulations relating to the Game and that any breach thereof shall be a breach of the rules of the Constituent Body and shall be dealt with under the powers contained in its rules or in accordance with powers which have been delegated to it by the RFU.
- 2.2.4 All matches played under the jurisdiction of the RFU and/or in RFU Competitions or any other competition or merit table must be played in accordance with World Rugby Laws and World Rugby Regulations, the RFU Rules, the RFU Regulations and any competition specific Regulations applicable to a competition including, without limitation, the Premiership Regulations, Championship Regulations, Premiership Cup Regulations and Championship Cup Regulations (as applicable).

### 2.3 Power to vary these Regulations

- 2.3.1 The Council shall have the power to vary these Regulations and to make new resolutions and Regulations at any time, both during and outside the Season.
- 2.3.2 The Council shall be empowered to delegate its powers under Regulation 2.3.1 to the Governance Standing Committee and/or the Committee on such terms as the Council deems fit.
- 2.3.3 The Council shall have discretion to decide on matters not provided for in these Regulations and the Council's decision(s) in respect of those matters shall be final and binding save for any right of appeal or review as may be specifically reserved under RFU Regulations.



## **2.4 Duty to Act with the Utmost Good Faith**

All Clubs, Constituent Bodies, National Representative Bodies, all Organising Committees and any player, official, member or employee of a Club or Constituent Body or National Representative Body or an Organising Committee shall at all times act towards the RFU and each other with the utmost good faith.

## **2.5 Formal Complaint**

In the event that a person wishes to make a complaint to the RFU relating to a suspected breach of an RFU Regulation, the complaint shall be made to the RFU Head of Discipline who will determine the appropriate way to deal with the matter in accordance with any RFU complaints procedures issued by the RFU and in accordance with RFU Regulation 19.

## **2.6 The playing of the game or any modification or derivation thereof between male and female teams or teams containing both male and female players is permissible only within the confines of Age Grade Rugby and in accordance with RFU Regulation 15 or in all forms of non-contact, touch or tag rugby.**

## **2.7 Severability**

If any of the provisions of any RFU Regulations shall be found to be void or unenforceable, such provisions shall be deemed to be deleted from the Regulations and the remaining provisions of these Regulations shall continue in full force and effect.

## **2.8 Waiver**

Any waiver of a breach of any of the provisions of any RFU Regulations shall not be deemed a waiver of any other breach or default and shall not affect the other provisions of any of the RFU Regulations.

## **2.9 Definitions**

The definitions set out in RFU Regulation 1 shall apply to all RFU and competition regulations unless specifically indicated otherwise. In the event that a term is not defined in a specific Regulation, the definition in RFU Regulation 1 shall apply.



# RFU REGULATIONS

## RFU REGULATION 3 – MEMBERSHIP OF RFU

### 3.1 Membership

The RFU Council has designated two categories of members:

- (a) voting members which are clubs or referee societies that are in membership of the RFU and therefore entitled to the privileges of membership of the RFU set out in the RFU's Rules;
- (b) non-voting members which are entities not meeting the criteria for voting membership of the RFU but being entities having separate status and identity and in membership and approved by its Constituent Body (e.g. casual clubs, work teams, some student clubs, some service clubs, sevens and non-contact clubs), schools, leisure rugby organisations and organisations such as the England Deaf Rugby Union and the Great Britain Wheelchair Rugby Union.

### 3.2 Voting Members

Membership of the RFU is personal to the club or referee society and cannot be transferred or assigned. Any applicant for membership must comply not only with RFU Rule 5, but also the criteria set out below.

### 3.3 Applications to be a Voting Member

#### 3.3.1 Application by a new club

Each application by a club (which has not previously been a member of the RFU) applying for voting membership of the RFU must satisfy the following criteria:

- (a) the club has a written constitution acceptable to the RFU containing the provision that one of the main objects of the Club is the playing of Rugby Union Football in accordance with the Laws of the Game, World Rugby Regulations relating to the Game, and the RFU Rules and Regulations;
- (b) the club has been a fully paid-up member of its Constituent Body for not less than one Season immediately prior to the date of the application and will remain so as a condition of being a Voting Member;
- (c) the club must be recommended for membership of the RFU by its Constituent Body;
- (d) the club must have a senior adult XV which takes part and plays in a league, operated by or on behalf of the RFU as their principal league system ('the RFU Leagues') or a merit table or other competition approved by the RFU or which has had and will have for its senior XV a fixture list for and has played no fewer than 12 matches against at least 4 other Voting Clubs in the Season immediately prior to the application;
- (e) the club must provide the previous year's financial statements to its Constituent

Body (or where requested to the RFU) and they must be acceptable to its Constituent Body (or the RFU as appropriate); and

- (f) the management and ownership of the club is acceptable to the RFU.

### 3.3.2 Application by a referee society

Each application by a referee society applying for voting membership of the RFU must satisfy the following criteria:

- (a) the referee society has a written constitution acceptable to the RFU containing the provisions that one of the main objects of the referee society is the officiating of Rugby Union Football, and that the society and its members comply and agree to the jurisdiction of the Laws of the Game, World Rugby Regulations, and the RFU Rules and Regulations;
- (b) the management and ownership of the referee society is acceptable to the RFU;
- (c) the referee society has completed such applicable membership application form to the satisfaction of the RFU and has agreed in writing to a minimum set of refereeing standards, to include, amongst others, a minimum level of commitment to referee development;
- (d) the referee society has been a fully paid-up member of the Rugby Football Referees Union (RFRU) for not less than one Season immediately prior to the date of the application and will remain so as a condition of being a Voting Member;
- (e) the referee society has been appointed by the RFU for a period of at least 2 seasons (or such other sufficient time for the society to build their planning capabilities) to provide referees to an RFU League;
- (f) the referee society has provided the RFU with an action plan to help achieve the vision to provide trained and qualified referees to all RFU approved fifteen a-side matches within the society's geographical area; and
- (g) the referee society has submitted to the RFRU an annual financial return in respect of its previous financial year.

## 3.4 Incorporation of Existing Unincorporated Clubs and Referee Societies

3.4.1 Any existing unincorporated club or referee society that incorporates shall automatically cease to be a member of the RFU. The new entity created shall be a Member of the RFU in its place provided that: (a) all liabilities of the existing unincorporated entity are taken on by the new entity; (b) its membership is the same before and after the incorporation; and (c) the provisions of Regulation 3.3.1 or 3.3.2 respectively are complied with by the new entity.

3.4.2 If any entity that (a) incorporates but for which the membership of the entity is not the same before and after the incorporation; or (b) for any entity which does not take on all the liabilities of the previous entity on incorporation, in addition to the requirements set out in Regulation 3.3.1 or 3.3.2 respectively above, the new entity must satisfy the conditions set out below:

- (a) in the case of a club, the new entity is to provide at the same location the same

facilities and similar playing level and range of rugby of the previous entity with a similar and in any event not lower number of teams;

- (b) in the case of a referee society, the entity is to provide the same level of refereeing services, including the same minimum set of refereeing standards and level of commitment to referee development;
- (c) the previous entity has agreed to cease to be a Member;
- (d) the grant of membership of the RFU to the entity is for the benefit of the members of the previous entity and for the purpose of promotion, encouragement and extension of the game of rugby football in the locality and generally;
- (e) in the case of a club, the grant of the RFU membership to the entity is not to the detriment of other rugby clubs in the locality or playing in the same competition(s) or league as the previous entity; and
- (f) the entity can and will as a continuing condition of membership of the RFU meet and discharge such additional terms and conditions as the RFU may in its absolute discretion impose. For the avoidance of doubt such terms and conditions may include an obligation to discharge or guarantee all or part of the previous entity's liabilities and/or indemnify the RFU and such other persons as the RFU may decide against any claim by any third party arising from the grant of RFU membership and the previous entity ceasing to be an RFU member.

3.4.3 For any club at Level 1 or Level 2 that incorporates, or for which a new legal entity (of club or referee society) is created, the new entity's directors and any shadow directors and any person holding or controlling directly or indirectly 30% or more of the entity's shares for those, must each supply a declaration to the RFU in the form of the declaration set out at Appendix 1 of RFU Regulation 5 before the entity shall be granted Membership of the RFU. The RFU reserves the right to direct that an entity must not have as a director or member any person who will not or cannot complete the required declaration. Any person who is found to have signed or submitted a declaration containing false information may be subject to such sanctions as the RFU Head of Discipline may impose.

### **3.5 Suspension and Termination**

In addition to the RFU's powers under Rule 5.12, a club or referee society shall be liable to suspension or termination of its membership or privileges as the RFU Governance Committee may determine if it should fail to satisfy the criteria and conditions of membership set out in Regulation 3.3.1 (in respect of Clubs) or 3.3.2 (in respect of referee societies), or fails to provide evidence to the satisfaction of the RFU Governance Committee that it meets the criteria and conditions of membership set out in Regulation 3.3.1(d) or 3.3.2(e) for two consecutive seasons.

### **3.6 Subscriptions**

The annual subscription for clubs and referee societies determined by the RFU Council under Rule 21 is £20.00 inclusive of VAT.

### **3.7 Club Names, Team Names and Referee Societies Names**

#### **Club Names and Referee Societies Names**

- 3.7.1 A club or referee society cannot be accepted into membership of the RFU until its name has been approved in writing by the RFU.
- 3.7.2 A club or referee society may not change its name without the prior written consent of the RFU to the new name.
- 3.7.3 Where two or more clubs or referee societies are proposing to merge to form a new club or referee society, the name must be approved in writing by the RFU before the new entity can be accepted into membership of the RFU.
- 3.7.4 Any application for the approval for a name, or change of name, must be made in writing to the RFU Chief Executive and must be supported, in the case of Premiership Clubs by Premier Rugby Limited, in the case of all other clubs by the Club's Constituent Body, and in the case of referee societies, by the RFRU.
- 3.7.5 Whilst an application for approval for a name shall not be unreasonably withheld or delayed, the RFU shall have power to reject any name that is confusing, offensive or liable to bring the Game into disrepute.
- 3.7.6 The RFU shall have the right to determine the date that the name change becomes effective.
- 3.7.7 A club or referee society shall not be allowed to change its name between 1st September and 31st May, except in exceptional circumstances.
- 3.7.8 A club or referee society must apply to change its name by 31st May for the following season, so as to ensure that the application can be considered and the new name, if approved, included in the following season's published fixture lists and other documentation.
- 3.7.9 The club or referee society shall be notified in writing of the decision of the RFU.
- 3.7.10 If the application to change its name is refused, the club or referee society will be notified in writing of the reason(s) for the refusal and shall have the right to appeal to the RFU President. Such appeal must be submitted in writing to the RFU Chief Executive within 21 days of the date of the notification of the rejection of the application.

### **Team Names**

- 3.7.11 A club may not change the name of its First XV or that of any of its other teams if they participate in the League, without the prior written consent of the RFU to the new name.
- 3.7.12 Any application for the approval to change the name of a team must be in writing and sent to the RFU Chief Executive and must be supported, in the case of Premiership Clubs by Premier Rugby Limited, and for all other clubs, by the club's Constituent Body.
- 3.7.13 Whilst an application for approval to change the name of a club's First XV name (or any of its teams covered by Regulation 3.7.11) shall not be unreasonably withheld or delayed, the RFU shall have power to reject any name that is likely to cause confusion, prejudice or embarrassment to the RFU.

- 3.7.14 A club shall not be allowed to change the name of its First XV (or any of its teams covered by Regulation 3.7.11) between 1st September and 31st May except in exceptional circumstances.
- 3.7.15 A club must apply to change the name of its First XV (or any of its teams covered by Regulation 3.7.11) by 31st May for the following season, so as to ensure that the application can be considered and the new name, if approved, included in the following season's published fixture lists and other documentation.
- 3.7.16 The club shall be notified in writing of the decision of the RFU.
- 3.7.17 If the application to change the name of its First XV is refused, the Club will be notified in writing of the reason(s) for the refusal and shall have the right to appeal to the RFU President. Such appeal must be submitted to the Chairman of the RFU Governance Committee within 21 days of the date of the notification of the rejection of the application.
- 3.7.18 Clubs are allowed to change the names of their lower sides (mens, ladies, youth & mini), which do not participate in the League, without seeking the approval of the RFU, but power to require a club to change an unsuitable name shall be delegated to the club's Constituent Body. The club shall have the right of appeal to the RFU Governance Committee if it believes that the club's Constituent Body has acted unreasonably.

### **Commercial Agreements**

- 3.7.19 The RFU shall be permitted to enter into contracts, which may restrict the names that a club or referee society may use. If such a contract exists approval for a name change may be refused even though the proposed name is not offensive, confusing or liable to bring the Game into disrepute. For the avoidance of doubt the RFU shall have no power to force a club or referee society to change a name from that in use before the contract came into effect.

### **Overriding Power**

- 3.7.20 The RFU Board of Directors may upon receipt of a recommendation from the RFU Governance Committee, and having regard to any representations from the club or referee society, may require a club, referee society or First XV to change its name notwithstanding that approval for the name being used had been previously applied for and granted, but shall not have the power to impose a new name on the club, referee society or on any of its teams.

## **3.8 Ground Moves**

### **3.8.1 Definitions and Interpretation**

- (a) This Regulation 3.8 shall apply to Clubs at Level 1 to 4 inclusive and should be read in conjunction with the guidance set out in Appendix 1.
- (b) For the purposes of this Regulation 3.8:
  - (i) **"Relevant Matches"** shall mean first XV home matches in Cup Competitions, and League Matches or Premiership Matches (as the case may be); and

- (ii) **“Stadium”** shall mean the stadium or ground at which that Club plays the majority of its Relevant Matches.
- 3.8.2 Each Club must register its Stadium with the RFU in writing to the Legal and Governance Director of the RFU.
- 3.8.3 No Club shall move Relevant Matches to another Stadium (whether on a permanent or temporary basis) without first obtaining the written consent of the Board (which shall consult with PGB and take into account any PGB recommendations in respect of Level 1 and Level 2 clubs). Any application for consent must be made in writing to the Chief Executive of the RFU, setting out the reasons why the applicant Club proposes to move Relevant Matches to another Stadium, together with all evidence relied upon in support of the application. The Board at its discretion shall decide whether or not to hold any meeting or meetings with the applicant Club and/or with any other interested parties and/or whether to seek further information and evidence from any person or body. This Regulation 3.8 shall not apply where a Club wishes to play a Relevant Match or another match at another Stadium on a one-off basis.
- 3.8.4 The Board shall grant consent to a Club’s application to move Relevant Matches to another Stadium if the Board concludes, following consideration of all relevant information that it has received, that the proposed move would not adversely affect the game of rugby football in England. In reaching its decision, the Board shall have regard to all of the circumstances including, but not limited to:
  - (a) the reasons why the applicant Club proposes to move Relevant Matches to another Stadium and any evidence that it has adduced in support of those reasons;
  - (b) the effects of the proposed move on:
    - (i) the Club;
    - (ii) the Club’s officials, players, employees, supporters and others having an interest in its activities.
    - (iii) any Club with a Stadium (whether registered in the case of Clubs at levels 1 to 4 inclusive, or unregistered at level below 1 – 4) in the surrounding area of the proposed location;
    - (iv) the locality into which the applicant Club proposes to move;
    - (v) any other relevant stakeholder;
  - (c) the implications of the proposed move, if any, for the game of rugby football generally; and
  - (d) whether the proposed move is consistent with the objects of the RFU as set out in the RFU Rules.
- 3.8.5 If the Board considers it appropriate, the Board may make the consent subject to conditions.
- 3.8.6 Appeals
  - (a) Regulation 19.14 shall apply to appeals under this Regulation 3.8



- (b) If the Board refuses consent, or grants consent subject to conditions with which the applicant Club is dissatisfied, the applicant Club shall be entitled to appeal against the decision.
- (c) If the Board grants consent and any other Club is dissatisfied, that Club shall be entitled to appeal against the decision provided it can demonstrate to an Appeal Panel that it has or is likely to suffer material disadvantage by the Board granting consent.
- (d) A Club entitled to appeal may do so only on the grounds that the Board:
  - (i) came to a decision to which no reasonable body could have come; or
  - (ii) made an error of law in reaching its decision; or
  - (iii) failed to act fairly in a procedural sense.
- (e) For the purposes of Regulation 19.14, the relevant fee shall be £1,000.

### **3.9 National Constituent Body Criteria**

Any applicant to be a new National Constituent Body must comply with the following criteria:

- (a) it must be an association of educational establishments, military units, referee societies or other bodies;
  - (b) it must have a responsibility for the administration and delivery of rugby in line with the objects of the RFU;
  - (c) it must have a responsibility for developing players, coaches, administrators and / or match officials; and
  - (d) it must have a written constitution acceptable to the RFU.
- 3.10 Any applicant will not be eligible to be a National Constituent Body if its members, or those individuals it administers, in general, have a means of representation on the Council through one or more existing Constituent Bodies or other means.



# RFU REGULATIONS

## RFU REGULATION 3 – MEMBERSHIP OF RFU (APPENDIX 1)

### Guidance

#### 1. Introduction and Overall Objective of the RFU

The issue of a club moving its “home” ground will often be complex and controversial. Whichever decision the RFU makes will mean that certain stakeholders are likely to be disappointed. The RFU must balance the needs and legitimate expectations of the club with those of other stakeholders, and must have regard to all the relevant circumstances. The RFU may consider (but need not) inviting representations from stakeholders and stakeholder groups. If it does so, or even if it considers unprompted representations, the RFU should consider all the issues at hand and not just the views of the majority. It may well be that the views of the majority are outweighed by other factors. It may be that there are stringent requirements around confidentiality and timing which are fundamental to any proposed deal. Accordingly, the RFU should not be obliged to open any consultation or contact other stakeholders (including the PGB) where this may impact upon the success of any deal, and indeed it may be that the Board chooses to delegate to a small group to make the decision as to whether or not to give consent.

The aim of the RFU is to exercise its judgment so as best to promote the overall interests of the game of rugby football in England. In this regard, it is a fundamental principle of the RFU league competition that there exists a pyramid structure based on promotion and relegation and (subject to certain caveats) on sporting merit. In its role as national governing body, the RFU must strive to ensure that these principles are upheld and not circumvented by clubs looking to create a de facto franchise system where promotion is not achieved on merit but can be purchased by owners of a club in effect purchasing a league position and moving a club. It may, of course, be that these interests are best served by a club moving to a new location. This may expand the reach of the game, bring new fans to the game, or reinvigorate a club in difficulty.

The RFU may also consider, in giving consent, whether to impose conditions on its approval. The RFU will only impose conditions that are proportionate to the legitimate objectives sought to be achieved.

#### 2. The Reasons and Evidence Provided by the Club:

##### 2.1 Financial viability of the club

The RFU should have regard to the consequences for the club if consent is, and is not, given. In particular, the RFU should consider whether the club is a financially viable enterprise, and the likelihood of the club failing to survive if the proposed ground move is not approved. The interests of supporters and stakeholders may be better served by a club which plays in a different location than by no club existing at all. This should not mean, however, that financial viability necessarily overrides all other criteria, and it may be that, having regard to all the circumstances, the risk of insolvency of the club in the absence of approval should be one which the club has to bear.

It is generally accepted that a club that owns all or a substantial part of its own home ground is more likely to be self-sufficient and financially stable. The RFU should have regard to whether the club currently owns the ground on which it plays its home fixtures, and whether it would own the new ground, and to the impact that these considerations will have upon the finances of the club.

2.2 The Club's officials, players and supporters and others having an interest in its activities

Most clubs are likely to have a link with the community in which their home ground is situated. This link will include with supporters but may also include other stakeholders. While there is no specific distance which, all other things being equal, would tip the balance against approving a move to a new home ground, there may be factors to which RFU should have regard. First, it may have regard to any alternative grounds (and their characteristics) closer to the club's existing home ground than the proposed new ground, and whether moving to one of those alternative grounds would be possible and viable for the club. Secondly, the RFU may consider how the proposed move may impact on that club's links to its existing supporters and local community. It may be that if there is a negative effect, it be mitigated through conditions imposed upon the club in order to maintain those links. As set out in paragraph 2.1, however, it may be that the supporters are best served by the club continuing to exist in a different location than not existing at all, or existing in an unsustainable or uncertain way.

2.3 Identity of the club

Some clubs will have longer-standing links with the community in which they play and train than others. These links may come from the club's name and that name's association with a locality, but they may also come from the club's history and traditions, or its work in the community. Accordingly, the RFU should have regard to how the club can maintain its identity and traditions. Conditions on any approval may be useful, for example, continuation of the club's name, nickname, logo and colours, or continuation of specific means of contact with existing supporters.

### **3. Affected Stakeholders**

3.1 Any Club with a Stadium (whether registered in the case of Clubs at Levels 1 to 4 inclusive, or unregistered at levels below 1 – 4) in the surrounding area of the proposed location

The RFU should consider the effects that the proposed move will have on existing stakeholders. Many stakeholders may be affected, including existing clubs, whether professional, semi-professional or amateur. The RFU may also have regard to the impact upon the academies and training requirements of clubs in the immediate vicinity.

Not all impacts upon and changes to existing stakeholders are detrimental to the RFU's overall objective. The aim of the RFU is not simply to protect or entrench existing stakeholders against competition, in particular from new or more attractive means, methods or practices.

3.2 The locality into which the applicant Club proposes to move

There is likely to be an effect on rugby-playing schools of colleges, or other stakeholders within the locality to which the club intends to move. While there may

be some perceived negative impact, the RFU should also have regard to any positive impact. It may be that having a club at Level One to Four playing its home fixtures locally could serve to grow interest in rugby in that locality, giving a new supported base and energising the grass roots game. It may be that conditions on any approval could be useful, such as a commitment to a community scheme.

#### **4. Rugby Football generally and the Objects of the RFU**

One of the most important objects of the RFU is to grow through the RFU's values and performance. Other objects relate to the development of the game. As set out above, the pyramid structure of rugby within England is both well established and a central objective of the RFU. Accordingly, the ability of the RFU to grant consent under this Regulation should not be used actively to promote a 'franchise' system (as referred to above). The RFU should have regard to the possible detrimental impact upon the growth of the game should a club be removed from its established area. The RFU should have regard, however, to the possibility that the proposed move may overall have benefits for the game. Factors to consider may include a new supporter base or links with a new community.

#### **5. Other RFU Requirements**

The RFU should have regard to any other obligations placed on the club by the RFU or other rugby bodies. By way of example, the Minimum Standards Criteria may require the club to leave its home ground. Accordingly, the RFU should consider how these requirements overlap.

Further, this Regulation is not intended to displace the Minimum Standards Criteria, which shall continue to apply. It is also not intended to apply where a club wishes to play a match at another venue on a one-off basis (such as a cup match being played at a larger or smaller venue as appropriate); any other regulations or protocols applying to that move shall continue to apply.

#### **6. General Principles**

Each case will turn on its own facts. It may be that a move to a new home ground five minutes' walk from the existing home ground will not require such a detailed balancing exercise compared to a move to a different geographical location, say, 50-100 miles away. The considerations listed in the RFU regulations and in this guidance document are not exhaustive, and some may not be relevant. The RFU must consider all the circumstances of the matter and exercise its judgment in light of all those factors.



# RFU REGULATIONS

## RFU REGULATION 4 – CLUB OWNERSHIP, MERGERS & ACQUISITIONS

This Regulation 4 is supported by the Guidance set out in Appendix 1.

### 4.1 Changes in Constitution, Control or Ownership Structure

- 4.1.1 All material changes in the control or ownership of a Club shall require the consent of the RFU. All proposed material changes in constitution or changes in the control or to the ownership of a Club must be notified to the RFU's Legal and Governance Director, whom shall determine whether any additional information is required (in which case the Club shall be required to provide it by such deadline as required) and whether RFU written consent for such change(s) is required. The RFU may make any consent to a change of constitution, control or ownership subject to conditions.
- 4.1.2 If the constitution, control or ownership of a Club changes to a material extent without prior written consent of the RFU having been given to such change, the RFU may impose a sanction on that Club, which may include but shall not be limited to: suspension of allocation of tickets for international matches, a restriction on the Club's ability to Effectively Register players or liability for suspension or termination of Membership of the RFU with immediate effect, all at the absolute discretion of the RFU.
- 4.1.3 If Membership of such Club is withdrawn the Club must comply with RFU Rule 5.6 and the criteria and conditions of membership set out in RFU Regulation 3, as if it were a new applicant, if it wishes to apply for membership of the RFU.
- 4.1.4 For the purposes of Regulation 4.1.1, it shall be for the RFU to determine what constitutes a material change, on a case by case basis, and shall have regard to the overall impact of such a change on the Club or Clubs involved, however, the following shall not constitute a material change (and therefore shall not require the written approval of the RFU):
- (a) a circumstance in which an individual director is appointed or ceases to act as such (unless he is a sole director);
  - (b) where there is a change in ownership of 10 per cent or less in the beneficial ownership or control of the shareholding of a Club (unless such interest results in a change of controlling interest); or
  - (c) where the contract of employment of an individual director, executive or manager is terminated (whether lawfully or otherwise);
  - (d) a Club suffering an Insolvency Event, in which case Regulation 5 shall apply.

### 4.2 Ownership

- 4.2.1 No individual, body corporate or partnership, trust or any other entity ('Entity') may directly or indirectly own or control more than one Club except with the prior written consent of the RFU.

4.2.2 An Entity will be deemed to be indirectly owning or controlling a Club if:

- (a) it owns or controls an Entity which directly or indirectly owns or controls a Club (irrespective of the number of Entities interposed between the two); or
- (b) pursuant to an agreement or understanding (whether formal or informal) an Entity co-operates with another to obtain or secure control of a Club; or
- (c) a connected person of an Entity owns or controls a Club. The term “connected person” is to be construed widely, but will include the following (which is a non-exhaustive list):
  - (i) In the case of an individual, that individual’s wife, husband or other relative.
  - (ii) Any Entities involved together in a trust, whether as a trustee, settler or beneficiary.
  - (iii) Any Entity involved in partnership together (in any business) with the entity which owns or controls a Club.
  - (iv) A company is connected with another company if it holds any interest in the shares of that other company or the same Entity or any person connected to that Entity has control of both companies.
  - (v) A company is connected with another person if that person is an officer, employee or shareholder with 5 per cent, or more, of the authorised share capital of the company or is connected to an officer, employee or such shareholder of the company.
  - (vi) Any two or more persons acting together to secure or exercise control of a Club shall be treated as being connected with one another.
- (d) For the purpose of this Regulation 4.2 indirect ownership or control shall be widely construed.

4.2.3 For the purpose of this Regulation 4.2, “control” means the ability of an Entity, by whatever means, to secure that the affairs of a Club are or could be conducted or influenced in accordance with that Entity’s wishes.

4.2.4 For the purpose of this Regulation 4.2, “ownership” includes (without limitation) the holding of any number or class of shares in a company which owns the assets of a Club where those shares entitle the holder to participate in more than 25% of any dividend declared (in the relevant class if applicable) or to more than 25% of the company’s assets on a winding up.

4.2.5 This Regulation 4.2 shall be interpreted broadly to give effect to the underlying intention that no Entity or group of Entities, acting alone or in concert, shall control, or be in a position to control, either directly or indirectly more than one Club.

4.2.6 Subject to obtaining the consent of the RFU, this Regulation 4.2 shall not prohibit the temporary ownership of more than one Club which arises out of the bona fide merger of two or more Clubs, provided that the ownership of more than one Club does not extend beyond three months.



### **4.3 Mergers, De-Mergers, Takeovers, Acquisitions or Material Reorganisations**

- 4.3.1 No mergers of Clubs may take place without the prior written consent of the RFU which may impose such conditions as it considers proper in the interests of the Game.
- 4.3.2 No mergers of Clubs may take place during the Season and all mergers must be concluded and effective not less than one month prior to the commencement of the next Season.
- 4.3.3 No merger of any Club or Clubs in Membership of the RFU with any Club or Clubs and material reorganisations in membership of another Union or Unions may take place without the prior written consent of all Unions concerned (including the RFU).
- 4.3.4 The takeover or acquisition of one or more Clubs by any Club or Clubs shall, for the purposes of the RFU Regulations be treated as if it were a merger and the above provisions in Regulation 4 shall apply equally to takeovers, acquisitions, or material reorganisations as they do to mergers.
- 4.3.5 For the purpose of these Regulations a merger, de-merger, takeover, or material reorganisation of a Club or Clubs shall be deemed to arise where:
  - (a) one or more previously independent Clubs merge (or de-merge) or amalgamate to form one Club (or two Clubs in the case of demerger) by whatever means;
  - (b) one or more Clubs acquires whether by purchase of shares or assets by contract or by any other means, direct or indirect control of the whole parts of one or more other Clubs; or
  - (c) any other circumstances within which the RFU, in its reasonable opinion, deems a merger, de-merger, takeover or acquisition to have taken place.
- 4.3.6 For the avoidance of doubt, mergers, de-mergers, takeovers and acquisitions shall also be subject to all other relevant RFU Rules, RFU Regulations and World Rugby Regulations.
- 4.3.7 In no circumstances can the league position or any right to play in a league held by a Club playing in a league operated by or on behalf of the RFU be assigned, licensed or in any other way transferred without the prior written consent of the RFU.



# RFU REGULATIONS

## RFU REGULATION 4 – CLUB OWNERSHIP, MERGERS & ACQUISITIONS (APPENDIX 1)

### Proposed Guidance to Regulation 4

It is proposed that Regulation 4 be supplemented with the following guidance:

### REGULATION 4

#### Guidance

#### 1. Introduction

- 1.1 The first object of the RFU's constitution is to "grow the Game in England through the Union's values and performance." In particular, it is a fundamental principle of the RFU league competition that there exists a pyramid structure based on promotion and relegation and (subject to certain caveats), on sporting merit. In its role as national governing body, the RFU must strive to ensure such principles are upheld and not circumvented by Clubs looking to create a de facto franchise system where league positions or even promotions are not exclusively achieved on merit but potentially also by changes of ownership, mergers or reorganisations.

#### 2. Changes of Control

- 2.1 When considering a change of ownership, the RFU shall take account of the following at all times:

##### a. Financial Sustainability of the Club

The RFU should consider whether the club will be financially sustainable (in at least the short to medium term), and in no worse position to its current position, as a result of the change of ownership, for example, the RFU may review current P&L and balance sheets and examine forecasts for the three years after the change of control; and how any working capital is to be financed if the club is not to be self-sustaining, and this is deemed appropriate by the RFU.

##### b. Reputability of New Ownership and Management

The RFU Regulations do not include a formal fit and proper persons test. Nevertheless, the RFU should have regard to:

- (i) the knowledge, experience, and competency of a proposed owner and management to operate the Club effectively; and if so whether or if such operation may bring the Game into disrepute, as a subjective test; and
- (ii) if the proposed owner(s) has/have ever been disqualified as a director, any unspent criminal convictions, involvement in other clubs (including insolvent clubs), any relevant bans, been the subject of bankruptcy proceedings etc, as an objective test (subjectively applied as and when necessary); which shall include a written declaration by the

proposed owner.

**c. Common Ownership**

Common ownership of more than one Club, whether both in England or one overseas, is subject to World Rugby Regulation 14 which is replicated in Regulation 4.2.

The RFU should have regard to the effect any common ownership of two Clubs would have on the integrity of the leagues in which either of those Clubs has. This may include, without limitation, the ability, or any perceived ability, of commonly owned Clubs:

- (i) to interfere with the integrity of a match between them;
- (ii) to work in such a way as to disadvantage third party Clubs (for example where the performance of one Club will affect the other commonly-owned Club in the same competition, such as in EPCR group stage competition); or
- (iii) to allocate resources such as to artificially distort competition (for example by manipulation of any salary cap, or another Club to become a “feeder club”).

The RFU should also have regard to the broader interests of rugby union in England, including:

- (i) The development of players qualified to play for England;
- (ii) Any effect on England representative teams; and
- (iii) The development of young players, whether professional or amateur.

**d. General Considerations**

In addition to the above, the RFU should also have regard to:

- (i) any other relevant regulations, by way of example, RFU Regulation 4.2, World Rugby Regulation 14, and the EPCR participation requirements (where applicable);
- (ii) any material effects on other stakeholders e.g. if a club is in a particularly parlous financial position, and in significant danger of insolvency, the RFU may view a more speculative takeover more favourably than if the same takeover was proposed for a more solvent club (this is particularly the case where a Club may otherwise fail to fulfil fixtures and therefore compromise the integrity of a league, and/or have an adverse financial impact upon other Clubs);
- (iii) the needs of the relevant Club balanced with the wider interests of the Game;
- (iv) consider whether there are any other proposals to consider (or likely to be able to consider in the short term); and

when making its decision, the RFU may reject, approve, or approve with conditions.

The ability of the RFU to consider whether it would be possible to impose any conditions on a change of ownership would resolve any concerns the RFU has in a more proportionate way than refusal.

### **3. Mergers**

- 3.1 The same considerations must be borne in mind for mergers as those set out above for changes in control. The RFU should have regard to the reason for the merger, which shall not be approved where the intention is in effect to transfer the league position of one (lower placed) Club to another (higher placed) Club. However, the Club(s) should generally be able to decide which name and league position the newly merged Club should take.
- 3.2 The RFU should have regard to whether the Clubs subject to the proposed merger are sustainable in their own right. This is likely to include analysis of the ownership of those Clubs' grounds. If there is a corresponding application for a ground move, then RFU Regulation 3.8 shall apply, however the result of a Club's application for a ground move shall have no bearing on the outcome of the RFU's consideration of such Club's proposed change of ownership, merger or reorganisation (and vice versa) and the RFU shall reserve its right to consider both proposals together.
- 3.3 The RFU should have consideration as to whether the reorganisation will result in two (or more) stronger Clubs better able to serve their players and supporters. Where two Clubs serve two different communities within the Game (such as amateur versus professional, or men's versus women's), then the RFU should have regard to whether a rationalisation would be in the best interests of those Clubs' communities.

### **4. De-mergers and Solvent Reorganisations**

- 4.1 There may be occasions when Clubs are the proposed subject of de-mergers and material reorganisations. Broadly, the same principles should apply as changes of control or mergers. The nature of the reorganisation will depend upon a number of factors including but not limited to the extent of due diligence done on financial sustainability, ownership and management. Such examples will turn on their own facts, and the RFU's decision shall not necessarily act as a precedent for the purposes of considering future cases.
- 4.2 Ultimately, the RFU should take the view that it is in the wider interests of the Game for Clubs to be fully integrated and offer more than just first XV rugby. In general, therefore, the RFU shall be reluctant to approve a proposal for a Club's first XV to split from the remainder of the Club if such a split is proposed as a means of circumventing RFU Regulation 13.2.4 (i.e. to allow what would otherwise be a second XV to play higher than Level 8). A better approach would be for the Club to consider how second XV rugby can be provided in an alternative manner.



# RFU REGULATIONS

## RFU REGULATION 5 – FINANCIAL

### 5.1 Finance

- 5.1.1 On or before 31 December each year, each Constituent Body shall send to the RFU's Chief Financial Officer for inspection a properly prepared Financial Statement for the previous season that has been audited (if applicable) or examined as appropriate in accordance with Regulation 5.1.4 and 5.1.5.
- 5.1.2 In the event of a Constituent Body failing to comply with Regulation 5.1.1 above or a Club in failing to comply with Regulation 5.1.3 below, it shall be subject to a sanction to be determined by the RFU.
- 5.1.3 On or before 31 December each year, each Club at Levels 1 to 4 (inclusive) shall send to the RFU's Chief Financial Officer and every other Club shall send to the treasurer of their respective Constituent Body or other relevant organising body for inspection, a properly prepared financial statement for the previous season as presented to Club members at a general meeting that has been audited (if applicable) or examined as appropriate in accordance with Regulations 5.1.4 and 5.1.5.
- 5.1.4 Where a Constituent Body or Club is incorporated, it shall comply with the statutory audit/accounts report regulations set out in the Companies Acts and any other legislation and statutory audit requirements under the Industrial and Provident Societies Acts and any other legislation as appropriate.
- 5.1.5 Where a Constituent Body or Club is unincorporated and:-
- (a) it has a gross annual income exceeding £385,000, its Financial Statements shall be audited by a registered auditor who is eligible to act under the provisions of Part 42 of the Companies Act 2006;
  - (b) it has a gross annual income exceeding £100,000, but not exceeding £385,000, then it shall appoint a qualified accountant who is a member of one of the major accountancy bodies who comprise the Consultative Committee of Accountancy Bodies or another appropriate supervisory body recognised by the Board of Directors to independently examine the books and records and to report thereon;
  - (c) it has a gross annual income not exceeding £100,000, then it may, with permission of its members, at a general meeting of the Club, to which 80% of the total votes cast at the meeting are in favour of such Resolution, opt out of an audit or examination. Such option shall be exercised annually; and
  - (d) it has a fixed asset balance sheet value exceeding £825,000 then the gross annual income criteria in (b) and (c) do not apply and the financial statements shall be audited by a registered auditor who is eligible to act under the provisions of Part 42 of the Companies Act 2006.

*Note:*

- (a) The auditor's report must be attached to the annual financial statements (see Regulation 5.1.5).*
- (b) The accountant's report must be attached to the annual financial statements (see Regulation 5.1.5).*
- (c) A signed copy of the general meeting resolution opting out of an Audit or examination must be attached to the annual financial statements (see Regulation 5.1.5).*

5.1.6 Clubs affiliated to universities, colleges and other educational institutions and Clubs which are sections of sports associations e.g. banks, insurance companies and business houses are exempt from the provisions of Regulation 5.1.5 if they do not have separate accounts for themselves.

## **5.2 Financial Planning and Reporting**

5.2.1 All Clubs participating in the Championship and any Club in Level 3 wishing to be promoted to the Championship shall submit to the RFU:

- (a) by 31 March each year, or such later date as the RFU may stipulate, the following documents in respect of the current financial year, in each case made up to a date not earlier than 31 December in the previous year:
  - i. year to date trading performance vs budget;
  - ii. forecast full year performance vs budget;
  - iii. year to date cash-flow vs budget;
  - iv. aged creditor listing;
  - v. balance sheet; and
  - vi. copy of printout from club's Government Gateway account showing club's current liabilities in relation to PAYE/NI and VAT.
- (b) by 31 May each year, or such later date as the RFU may stipulate, the following documents in respect of the current financial year, in each case made up to a date not earlier than 31 March of that year:
  - i. year to date trading performance vs budget;
  - ii. forecast full year performance vs budget;
  - iii. year to date cash-flow vs budget;
  - iv. aged creditor listing;
  - v. balance sheet; and
  - vi. copy of printout from club's Government Gateway account showing club's current liabilities in relation to PAYE/NI and VAT.



- (c) by 31 May each year, or such later date as the RFU may stipulate, the following documents in respect of the subsequent financial year:
    - i. detailed budget; and
    - ii. cash-flow budget.
  - (d) such other documentation and actions that may be requested by the RFU from time to time, which may include:
    - i. evidence of financing facilities, bank guarantees, personal guarantees, performance bonds and/or such other source of funding provided to the club in order to fund any deficit or shortfall;
    - ii. financial documentation for any legal entity whose finances or operations are material to the financial position of the club; and/or
    - iii. any other information that the RFU may require, including from any parent or subsidiary undertaking of the Club.
- 5.2.2 By 30 June 2017 all Championship Clubs and Clubs at Level 3 must have ensured that they have an accounting year ending 30 June, unless otherwise agreed in writing by the RFU.
- 5.2.3 In the event that the RFU has concerns about the financial stability, corporate governance or management and operations of a Championship or Level 3 Club, the RFU (or its nominated appointee) shall be entitled to attend the premises of the Club at a reasonable time and upon reasonable notice to obtain access to such documents as it consider appropriate. The Club agrees to provide the RFU with all reasonable assistance and information as the RFU may require.
- 5.2.4 In the event that a Club is in breach of any of the provisions in this Regulation 5.2 or supplies false information it shall be liable for such penalty as the RFU may determine which may include (without limitation) a fine, points deduction and (in the case of a serious or repeated breach or supply of false information) an embargo on registering new players, relegation from the Championship and/or the ceasing and/or withdrawal of funding support from the RFU (including without limitation any funding provided pursuant to the Championship Clubs' participation agreement). In addition, in relation to Level 3 Clubs, the RFU shall be entitled to refuse that the Club be promoted to the Championship.
- 5.2.5 If upon receipt from a Championship Club or a Level 3 Club of any information provided under Regulation 5.2 the RFU is of the opinion that that the Club is in serious financial difficulties, the RFU may take such action as it consider appropriate which may include (without limitation), the Club being relegated or removed from the League, the Club being refused promotion, the Club remaining in the League subject to conditions and/or the imposition of the measures referred to in Regulation 5.2.5 above.

### **5.3 Insolvency Event at a Club**

#### ***Reporting of an Insolvency Event***

- 5.3.1 Immediately upon an Insolvency Event occurring, a Club, by its directors or others having responsibility for the management of the Club, must notify the RFU in writing

by letter or e-mail addressed to the RFU Legal and Governance Director.

***Insolvency Event occurring during a Season***

5.3.2 Without prejudice to any other action that the RFU may take or require to be taken, and without prejudice to requirements under any Regulation or Rule of the RFU, in the event that a Club playing:

- (a) in the Premiership suffers an Insolvency Event, that club shall suffer a points deduction equal to 20 per cent.; or
- (b) at Level 2 or below suffers an Insolvency Event, that club shall suffer a points deduction equal to 25 per cent.;

of the total number of available points (including bonus points) to a Club in the League in which that Club plays. In the case of a fraction, the points to be deducted shall be rounded up to the nearest point in the following Season. By way of example, in a 16-team League, where there are a total of 150 points available, the points deduction shall be 38 points.

5.3.3 Following the points deduction made under Regulation 5.3.2:

- (a) if the points deducted from a Club were to be added back to that Club's points total at the end of the Season in which they were deducted, the Club would have finished in the relegation zone of its league; or
- (b) if the Club is not relegated in the Season in which those points were deducted,

then that Club shall suffer a deduction of league points equal to 15 per cent. (or, in the case of a Club which remains in the Premiership, 10 per cent.) of the total number of available points (including bonus points) to a Club in the League in which that Club plays in the following Season. By way of example, in a 16-team League, where there are a total of 150 points available, the points deduction shall be 23 points. In the case of a fraction, the points to be deducted shall be rounded up to the nearest point.

5.3.4 In the event that an Insolvency Event occurs during the Season at any Club not playing in a League or the Premiership, such Club shall be subject to whatever penalty the RFU shall deem appropriate.

***Insolvency Event occurring outside a Season***

5.3.5 Without prejudice to such other action that the RFU might take or require to be taken and without prejudice to requirements under any other Regulation or Rule of the RFU, in the event that an Insolvency Event occurs other than during the Season at any Club, that Club shall be suffer the relevant points deduction either before the start of the next Season, or at the end of the next Season, as the RFU at its discretion shall decide, provided that ordinarily if the Insolvency Event occurs prior to the date at which the fixtures for the Level at which the Club plays, the points deduction shall apply to the previous season.

***General provisions***

5.3.6 A Club shall not be eligible for promotion in the season in which it suffers an Insolvency Event (or if the Insolvency Event occurs outside a season, then at the discretion of the RFU, it shall either not be eligible for promotion in the season in the following season, or if it had been promoted in the previous season, not be

promoted).

- 5.3.7 If a Club suffers an Insolvency Event, then in the following season it must not exceed the financial thresholds set out in any Regulation 7 relating to payment of players, or in the case of the Championship, such threshold as the RFU shall specify.
- 5.3.8 References in this Regulation 5.3 to a Level at which a Club plays shall, unless otherwise decided by the RFU, refer to the Level at which its senior male adult XV plays. The relegation and any points deductions referred to in this Regulation 5.3 shall apply to the senior first XV team operated by the Club. If the Club's senior first XV is a women's team, then the Club shall be subject to whatever penalty the RFU shall deem appropriate. In the case of dispute as to which team is the senior first XV team operated by a Club, the decision of the RFU shall be final. Any points deduction or other sanction to other teams operated by the Club shall be at the discretion of the RFU.
- 5.3.9 Where a Club suffers an Insolvency Event, provided that:
- (a) all outstanding creditors of that Club are paid in full (or the outstanding creditors agree to waive or a repayment programme for outstanding amounts); or
  - (b) for a Club where the Insolvency Event is entering administration, it exists administration,
- within six weeks of the Insolvency Event occurring, then the Club shall not suffer a points deduction under Regulation 5.3.2 or 5.3.5 as the case may be.
- 5.3.10 The RFU shall have the right to publish the name or names of any person who was a director of or who was concerned in the management of any Club at the time at which any Insolvency Event or similar event occurred or at any time in the period of 12 months before any such Insolvency Event or similar event occurred at that Club.
- 5.3.11 Any person who was a director of, or was concerned in, the management of any Club at the time at which any Insolvency Event or similar event occurred or at any time in the period of 12 months before any such Insolvency Event or similar event occurred shall not be entitled to become or to remain a director of or be concerned in the management of that or any other Club for a period of three years from the date of the Insolvency Event unless that person shall have shown good cause to the satisfaction of the RFU as to his/her fitness to be such a director or involved in the management of a Club during that three year period and the RFU has indicated its approval in writing and further no Club shall engage elect appoint or retain any such person as a director or to fulfil any management role within the Club without the written approval of the RFU.
- 5.3.12 For Clubs at Levels 1 to 6 (inclusive), if it is proposed to establish a new club to take over the assets (including the League or Premiership position) of a Club to which an Insolvency Event has occurred, the provisions of RFU Regulations 3.3 and 3.4 so far as applicable and the protocol set out in Appendix 2 to this Regulation 5 must be complied with before that new club may be granted membership of the RFU. For Clubs below Level 6, whether a new club may take over the assets (including the League position) of a Club to which an Insolvency Event has occurred shall be subject to such conditions as the RFU shall determine.

- 5.3.13 For the avoidance of doubt, where a points deduction or other restriction is applied to a Club under this Regulation 5.3, such deduction or restriction shall also apply to any

new club which has taken over the previous Club's assets.

## **5.4 Funding**

- 5.4.1 Any funding of whatever nature from the RFU to a Constituent Body or Club is (in addition to any specific funding conditions imposed) conditional upon the satisfactory compliance by the entity receiving the funding with the RFU's Rules and Regulations and on the delivery and performance of that entity being satisfactory to the RFU Board of Directors. Such funding may be suspended or cancelled at any time if, in the opinion of the RFU's Board of Directors, such entity is not so complying, delivering or performing.
- 5.4.2 The RFU shall not be obliged to pay any funding that would otherwise be paid direct to a Club, to a league organising committee or entity representing or purporting to represent that Club, unless the RFU Board of Directors is satisfied that such committee or entity will pay the RFU's funding equally between all Clubs represented by that committee or entity and that the RFU has such representation on such committee or entity as the RFU Board of Directors shall require.
- 5.4.3 Subject to points 5.4.3 (a) to (d) inclusive below, the RFU shall have the right to set off from any funding it gives to a Club or to that Club's league organising committee (where no funding is given direct to a Club) or any entity representing that Club any sums owed by that Club to the RFU for whatever reason (including, without limitation, non-payment of sums owed to the RFU for tickets) provided that where the RFU proposes to exercise its right of set off from monies it would but for the set off pay to a Club's organising committee:
- (a) the RFU shall calculate how much that Club's share of funding given to the League Organising Committee would be by dividing the total funding to that League Organising Committee by the number of Clubs in that League ("the Club's Share");
  - (b) if the total sums owed by the non paying Club are equal to or less than the Club's Share, the RFU may deduct the amount owed by the Club from the Club's Share and pay the League Organising Committee the balance;
  - (c) if the total sums owed by the non paying Club are more than the Club's Share, the RFU may only deduct the Club's Share from the total funding to that League Organising Committee and the amount owed by the non-paying Club shall be reduced accordingly; and
  - (d) any outstanding sums owed to the RFU by that non paying Club may be deducted from further payments to that League Organising Committee provided the provisions set out in 5.4.3 (a) to (c) inclusive above are complied with.

## **5.5 Tickets to International Matches**

Any non-payment by a Club for tickets or its ticket allocation to any match at Twickenham, by the date required by the RFU may result in that Club losing its international match ticket allocation or right to purchase tickets for all or some matches to be held at Twickenham for a minimum period of one year or such greater period as may be determined by the International Rugby Ticket Sub Committee through its established procedures or such other procedure as the RFU may in its absolute discretion decide.



# RFU REGULATIONS

## RFU REGULATION 5 – FINANCIAL (APPENDIX 1)

### THE DECLARATION

Full Name: .....

Full Home Address: .....

.....

.....

Date of Birth: .....

Date of Completion of this Declaration: .....

Date Qualified as a Director of Club named below: .....

As a Serving Director of .....  
(please insert full company name and number of Club)

I can confirm that

- (i) I am not subject to any disqualification as a director of a UK registered company under the Company Directors' Disqualification Act 1986 (as amended);
- (ii) I have not been banned by a sports governing body from involvement in the administration of that sport;
- (iii) I have not been made subject to a Bankruptcy Order, Interim Bankruptcy Restriction Order or a Bankruptcy Restriction Order in the last 5 years;
- (iv) I am not (and have not been) a Director or a shadow director of a rugby club or a holding or subsidiary company connected in any way with a rugby club that has entered into an Insolvency Event whilst I have been a Director of the rugby club two times during three year period commencing on or after the date of completion of this Declaration.

I certify that the above information is correct and I acknowledge and agree that the RFU is entitled to undertake such checks as may be necessary to verify the information contained within this declaration. I acknowledge that if I provide a false declaration then I am liable to such penalties as may be imposed by the RFU.

I also acknowledge that, having submitted this Declaration, in the event that I become unable to satisfy any of the conditions (i) to (v) shown above, I must notify the RFU immediately, and I will be unable to act as a Director of a Club from this time.

Signed .....

Director .....

## RFU REGULATION 5 – FINANCIAL (APPENDIX 1)

Effective from 1 August 2018

Print Name .....

Date .....

I hereby confirm on behalf of .....  
(insert full company name and number of Club)

that to the best of my knowledge and belief the above information is correct. I acknowledge that if the Club gives a false declaration then it is liable to such penalties as the RFU may impose which may include points deductions or expulsion of membership.

Signed .....

Director .....

Print Name .....

Date .....

For and on behalf of the board of .....  
(insert full company name and number of Club)

Authorised Signatory .....





# RFU REGULATIONS

## **RFU REGULATION 5 – FINANCIAL (APPENDIX 2)**

### **PROTOCOL**

#### **Introduction**

If an Insolvency Event applies to a Club, the Club will be subject to the relevant regulations and a points deduction will be made under the Regulations. Those involved with the Club may wish the Club to continue in its position in the league as a different legal entity (the “Phoenix Entity”). The RFU will only agree to this if all conditions set by the RFU are satisfied.

#### **Continuing to Play**

The RFU may allow a Club to which an Insolvency Event has occurred to continue to fulfil its league fixtures on such conditions as the RFU may specify. The RFU may also permit a Phoenix Entity to fulfil the insolvent Club’s league fixtures pending a decision by the RFU as to whether the league position of the insolvent Club can be transferred to that Phoenix Entity (or another Phoenix Entity). That licence may have such conditions as the RFU specifies, and may be withdrawn by the RFU at any time.

#### **Decision Making Process**

In deciding whether to grant approval for the Phoenix Entity to take over the league position of a Club, the Club must satisfy the primary considerations listed below, and the conditions set out in this Protocol. The deadline for satisfaction of the considerations and the conditions shall be as determined by the RFU. Any evidence of details required must be full and accurate and the RFU may require further information or evidence as a result of what is supplied.

#### **The RFU’s Primary Considerations**

The primary considerations for the RFU if the Club wishes to transfer its membership to a Phoenix Entity are:

- Will the Phoenix Entity be able to play at its current ground next season and beyond?
- Does the Phoenix Entity have sufficient financial backing to operate in its current league (and any other league specified by the RFU) for the following season and beyond?
- Will all the outstanding rugby creditors of the insolvent Club be paid?
- Are any new ownership arrangements for the Phoenix Entity suitable and will the new owners and management of the new entity be satisfactory to the RFU?
- The circumstances of each Insolvency Event are likely to be different, and therefore the RFU may take any other matters into consideration it sees fit.

## **Further Conditions**

### **Information Required in Relation to the Existing Club**

The Phoenix Entity must provide such information concerning the insolvent Club as the RFU requires. Examples of the type of information and evidence required are set out below. The list is not exhaustive and the RFU reserves the right to require such other evidence as it deems necessary.

#### **Ownership of the Existing Club**

1. Evidence of the ownership structure of the existing Club.
2. The provision of a copy of the existing Club's constitution.

#### **Ownership of the Ground**

3. Evidence as to how the ground is held and what rights the existing Club has to play at the ground.
4. Evidence of any rights of third parties to the ground (including but without limitation charges, restrictions, rights of access).

#### **Financial State of Existing Club**

5. The provision of a full and accurate list of all the creditors of the existing Club.
6. Full details of any proceedings against the existing Club either current or anticipated (eg application to wind up the club).
7. Evidence of all assets owned by the Club and an up-to-date valuation of them.

### **Information Required in Relation to the Phoenix Entity**

The Phoenix Entity must provide such information concerning the Phoenix Entity as the RFU requires. Examples of the type of information and evidence required are set out below. The list is not exhaustive and the RFU reserves the right to require such other evidence as it deems necessary.

#### **Financial**

8. A proper business plan (with such level of detail as the RFU shall require) covering the next three years. This must be satisfactory to the RFU.
9. Information and evidence as to how the Phoenix Entity will be financed going forwards (for example, whether it will be raising capital or rely on trading to create its working capital). The RFU will need to be satisfied that the Phoenix Entity has sufficient working capital and banking facilities to be able to operate effectively in the relevant league.

#### **Ownership and Management**

10. Details of the ownership and management of the Phoenix Entity in such detail as the RFU shall require. This must be satisfactory to the RFU.

## **Membership Requirements for the RFU**

11. The Phoenix Entity will need to provide evidence that it can comply with the relevant provisions of RFU Regulation 3.4.

## **Consents**

12. The Phoenix Entity must evidence the consent of the relevant Constituent Body to new arrangements.
13. The Phoenix Entity must evidence any necessary consents that are needed from anyone (e.g. local authority) to the transfer of the existing Club to a new entity.

## **The Ground**

14. The Phoenix Entity will need to provide evidence satisfactory to the RFU that it will be entitled to use the usual home ground of the insolvent Club for a minimum of three years and enter into any lease or licence required by the RFU to ensure this.

## **Financial Provisions**

15. The Phoenix Entity must pay all the rugby creditors as determined by the RFU within 28 days of being granted a licence to play in one of the RFU's leagues. Examples of "rugby creditors" are set out in the schedule to this protocol.
16. The Phoenix Entity must provide a bond to the RFU to guarantee its obligations to the RFU. This bond must be deposited in cash with the RFU and the RFU will hold it for a period of three years from the start of the following season. The RFU is entitled to use the bond to fulfil any obligations of the existing club or the Phoenix Entity as set out in the agreement to be entered into with the RFU and to meet any liabilities that the RFU reasonably believes should be paid in order to help safeguard the future existence for the club or to compensate any party in the case of any default of the Phoenix Entity. The bond will be the greater of 10% of the annual turnover of the old club as set out in their latest annual accounts or 10% of the average projected annual turnover for the Phoenix Entity as set out for its first two years of trading in its business plan.
17. In addition, the RFU may decide that personal guarantees are required from any owner or owners or third parties to ensure that obligations are complied with.

## **Agreement**

18. The RFU will require the Phoenix Entity to enter into an agreement (in a form required by the RFU) with the RFU setting out the existing club's and the Phoenix Entity's agreement to the various conditions to be met. That agreement must be entered into before the new entity can become a member of the RFU or participate in any League matches. In addition to those requirements set out above, examples of conditions that may be imposed are set out below.
  - (a) The Ground

Any necessary lease or licence arrangements required to satisfy the RFU that the Phoenix Entity has the right to use the ground will need to be entered into.

- (b) Financial

Agreement to supply management accounts (including cash flow forecasts and other relevant management information) on a quarterly basis or more frequently if required by the RFU.

The RFU shall have access to the Phoenix Entity's financial books, accounts and records on request.

(c) Rugby Creditors

Evidence of payment of the rugby creditors.

(d) Membership of the RFU, any League Organising Committee and the Constituent Body

The Phoenix Entity must agree to become a member of the RFU and to abide by the rules and regulations of the RFU and the World Rugby and, in the case of a club proposing to take the place of a Premiership Club, become a member of Premier Rugby Limited.

The Phoenix Entity must agree to become a member of any relevant League Organising Committee and the relevant Constituent Body.

The existing Club must agree to resign its membership of the RFU, the relevant League Organising Committee and the relevant Constituent Body and (in the case of a Premiership Club) to transfer any share to the Phoenix Entity.

(e) Other

A representative of the RFU shall be permitted to attend each board meeting or other meeting of the officers of the club for the purposes of observing the conduct of such meetings. For the avoidance of doubt, any such representative shall only attend such meetings as an observer and shall not have any influence over the proceedings of any such meeting, including the right to vote on any business conducted during the same.

The granting of an indemnity to the RFU against any claims made against them of any nature by a creditor, or an appointed Administrator, Receiver (of whatever nature) or Liquidator (such definitions as interpreted according to the provisions of the Insolvency Act 1986 (as amended) or similar office holder.

## **SCHEDULE**

### **Rugby Creditors**

**The following are examples of rugby creditors:**

1. Wages, redundancy payments and expenses for players, ex-players and employees of the Club, including any awards by employment tribunals.
2. Payments owed to the RFU and any RFU subsidiary or associated undertaking or to any Constituent Body.
3. Payments owed in respect of referees.

4. Payments owed in respect of coaches.
5. Payments owed in respect of medics, physiotherapists, strength and conditioners.
6. Payments owed to other rugby clubs or rugby bodies in England or elsewhere.
7. Payments owed to Registered Agents in respect of Agency Activity (as defined in RFU Regulation 8).



# RFU REGULATIONS

## RFU REGULATION 6 – DISCLOSURE OF INFORMATION

6.1 The RFU aims to ensure there is no distortion of fairness and aims to promote an equal opportunity for success and a level playing field between Clubs in the Premiership, a League or any other competition in which Clubs take part. To this end, Premier Rugby Limited, any Organising Committee, and every Club shall fully disclose to the RFU (and in the case of Premier Rugby Limited such disclosure shall be in the manner agreed by the RFU) with a copy of any documentation relating thereto, within 7 days of receipt of a written request from the RFU to do so, any written or verbal agreement, or document evidencing an agreement or arrangement, or understanding or board minute that relates to or which might affect:

- (a) promotion and relegation from the Premiership or League; or the likely outcome of any other competition; and/or
- (b) release of players for international matches or scratch or composite sides; and/or
- (c) rest periods or welfare of players;
- (d) distribution or funding arrangements between Clubs in the Premiership or a League or other competition; and

if in the reasonable opinion of the RFU (or that of persons nominated by it as the case may be to approve such disclosure), the effect of such agreement, arrangement, understanding or document or board minute is to create unfairness in the Premiership, a League or other competition or adversely to prejudice or affect some Clubs in the Premiership, League or other competition more harshly than others, the Club or Clubs will co-operate with the RFU to use their best efforts to eliminate, reduce and avoid the repetition of such unfairness.

6.2 Premier Rugby Limited and each Organising Committee or Club shall advise the RFU in writing not less than fourteen (14) days prior to the proposed implementation or execution date whichever is the earlier, if it wishes to enter into any agreement or arrangement or understanding of the type referred to in RFU Regulation 6.1 above, and no such agreement or arrangement or understanding may be entered into without the prior written consent of the RFU (such consent not to be unreasonably withheld or delayed).

### Terms of Reference

6.3 No terms of reference for Premier Rugby Limited or any Organising Committee shall have any force or effect unless they are approved by the RFU Board of Directors or as delegated by it. No changes to any such terms of reference may be made unless those changes are approved by the RFU Board of Directors or as delegated by it. Neither Premier Rugby Limited nor any Organising Committee may act other than in accordance with its approved terms of reference.

- 6.4 No Organising Committee may set minimum standards or entry criteria for any League or competition unless the principle of having such standards or criteria have been unconditionally approved for that particular League by Council and the terms of such criteria have been approved by the RFU Board of Directors.



# RFU REGULATIONS

## RFU REGULATION 7 – PLAYERS, APPROACHES, CONTRACTS, PAYMENTS AND PLAYER MOVEMENT

### 7.1 General

- 7.1.1 This RFU Regulation 7 applies to all clubs and players (male and female) unless expressly stated otherwise.
- 7.1.2 This RFU Regulation 7 should be read in conjunction with the Payment of Player Frequently Asked Questions.
- 7.1.3 Any terms not defined in this RFU Regulation 7 shall have the meanings set out in RFU Regulation 1.

### 7.2 Definitions

- 7.2.1 **“Associated Third Party”** means any agent or representative of a club or individual connected to the club, club sponsor or player sponsor, any individual or entity associated with the club.
- 7.2.2 **“Contract”** means any agreement, arrangement or understanding whether formal or informal and technically whether legally enforceable or not made between a club, union, division or province (or other union or association of clubs) or any other person, firm or company and a player for the provision of a Material Benefit to the player (or any other person, firm, company or organisation) wholly or partially in consideration for the player’s participation in the Game or which entitles the party with whom the player (or other person, firm, company or organisation) has entered into any such agreement, arrangement or understanding to require the player to participate in the Game or the effect of which is the player participates in the Game.  
  
*Note: For the avoidance of any doubt agreements with Academy Players, Apprenticeship Agreements, Bursaries and all other agreements or arrangements wholly or partially in relation to education or training of the player will fall within the definition of Contract set out above.*
- 7.2.3 **“Declaration”** means the declaration submitted annually by a club via the Game Management System portal in the form prescribed by the RFU;
- 7.2.4 **“Gross Payments”** means all Material Benefits paid or payable to any third party in respect of playing rugby union (including any payments in respect of England Academy Players and Loan Players) plus all payments payable in respect of such Material Benefit which includes, by way of example, national insurance contributions, income tax and agents fees.
- 7.2.5 **“Material Benefit”** means money, consideration, gifts or any other benefits whatsoever contracted, promised or given to or by a person or any other individual, body corporate, partnership (or any other entity or body whether incorporated or not) at his/her direction in respect of such person’s participation in the Game.

The types of expenses that fall outside the definition of Material Benefit are more

particularly set out below:

- (a) the provision of sporting facilities and reasonable provision and maintenance of club-owned sports equipment, personal protective equipment and club/club sponsor branded apparel (including training, playing and formal apparel);
- (b) the provision of suitably qualified coaches and the provision for reimbursement of the costs of coaching courses for those that coach at the club;
- (c) the provision of certain insurance cover and certain medical treatment related to injuries suffered whilst playing or training for the club and/or whilst undertaking club duties;
- (d) the reimbursement of necessary and reasonable out of pocket travel and/or subsistence expenses incurred by players, match officials, coaches, first aiders, club officials and accompanying individuals travelling to away matches and/or to locations other than the home club for the performance of club duties;
- (e) In respect of individuals who are amateur by virtue of being unpaid and non-salaried, the reimbursement of necessary and reasonable out of pocket travel expenses incurred by players, match officials, coaches, first aiders, club officials and accompanying individuals travelling to home matches, training and/or to the home club for the performance of club duties;

*Note:*

*If a player/player coach/other club individual is paid any travel expenses to any home match or training for any purpose in addition to another Material Benefit (such as a salary, match fee, pay-to-play fee etc), such payment of travel expenses will:*

- *be classified as a Material Benefit;*
  - *will contribute towards the Payment Threshold set out in Regulation 7.2.6; and*
  - *may give rise to a taxable benefit and subject to income tax legislation.*
- (f) reasonable provision of match and training refreshments for players and match officials; and
  - (g) The sale or supply of food or drink as a social benefit which arises incidentally from the sporting purposes of the club.

For the purposes of the above:

- 'Subsistence expenses' means food, drink and temporary overnight accommodation and further clarification can be found in the FAQs.
- 'Accompanying individuals' means someone who accompanies a person who has a disability for the purposes of the Equality Act 2010 and is a player or match official
- 'Reasonable out of pocket travel expenses' means mileage allowance based on the HMRC rates in force from time to time, and subject to prior agreement by the club treasurer, second class rail travel, internal UK economy flights and communal vehicle hire if considered the most economical mode of transport. Further clarification can be found in the FAQs.

### 7.2.6 “Payment Threshold” means:

- (a) For clubs whose men’s first XV team plays at Level 3: the threshold is £275,000 of Gross Payments paid or payable to players and including the payment of Player Coaches save that only £12,500 of the costs of each of the first and second Player Coaches will be excluded in calculating whether or not the threshold has been exceeded.
- (b) For clubs whose men’s first XV team plays at Level 4: the threshold is £157,500 of Gross Payments to paid or payable to players and including the payment of player coaches save that only £10,000 of the costs of each of the first and second Player Coaches will be excluded in calculating whether or not the threshold has been exceeded.
- (c) For clubs whose men’s first XV team plays at Level 5: the threshold is £65,000 of Gross Payments paid or payable to players and including the payment of Player Coaches save that only £7,500 of the costs of each of the first and second Player Coaches will be excluded in calculating whether or not the threshold has been exceeded.
- (d) For clubs whose men’s first XV team plays at Level 6 and below: the threshold is zero save that the club is permitted to engage one paid Player Coach only up to a maximum of £10,000 and no more than 50% of which shall be in respect of his/her playing duties.

### 7.2.7 “Player Coaches” means any third party who receives any Material Benefit to coach rugby union and any Material Benefit to play rugby union, regardless of in what proportion. This does not include: (a) non-playing coaches; or (b) coaches who are contracted and paid solely and genuinely for their coaching, even if such individual plays rugby union; and provided that in each case the third party is not paid to play rugby union.

### 7.2.8 “RFU Benefits” means the following monetary and non-monetary existing or prospective benefits provided for or on behalf of the RFU for which clubs may be eligible being:

- (a) Travel funding and Long Distance Allowances for league and cup matches (including offshore travel).
- (b) Supplemental Ticket Fund.
- (c) Rugby Football Foundation (RFF) and (RFU) Interest Free Loans and Grants.
- (d) Green Deal Interest Free Loans RFF up to £20,000.
- (e) Rugby Football Union Grants.
- (f) Other interest free loans.
- (g) Subsidised Match Officials’ costs at Levels 3 and 4.
- (h) Eligibility for AGP Rugby Share programme.
- (i) Prioritisation for AGP Rugby Turf programme.
- (j) Eligibility for non-commercial rates in respect of AGP usage.
- (k) Constituent Body PFR funding used for individual grants to clubs.
- (l) Any other RFU cash grants or such other loans/grants or other benefits as decided by the RFU.

## 7.3 Contracts for Participation

Any person or entity giving or receiving (whether directly or indirectly) any Material Benefit for participation in the Game must ensure that:

## RFU REGULATION 7 – PLAYERS, APPROACHES, CONTRACTS, PAYMENTS AND PLAYER MOVEMENT

Effective from 1 August 2018

- (a) a Contract is in place;
- (b) such Contract is in a form approved and/or distributed by the RFU; and
- (c) RFU Regulation 14.6.3 is complied with in respect of all Contracted Players.

#### **7.4 Payment of Players**

7.4.1 All clubs whose men's first XV team plays at Level 3 and below, and who wish to be entitled to RFU Benefits, will be required to:

- (a) submit an annual Declaration every season;
- (b) during the submission window commencing 1 March and closing 30 June;
- (c) in respect of any Gross Payments of Material Benefits paid or payable between 1 June of the previous year and 31 May of the current season;
- (d) by or on behalf of the club (directly or indirectly) to any third party in respect of playing rugby union.

7.4.2 If a club fails to submit an accurate declaration in accordance with 7.4.1 above, or is paying above the Payment Thresholds set out above, the club will no longer be eligible for the RFU Benefits in respect of the entirety of the following season. For the avoidance of doubt, non-submission of a Declaration or clubs accurately declaring to be paying over the Payment Threshold will not constitute a breach of regulations.

7.4.3 The RFU has the power to require that a club, players and/or Associated Third Party supply such relevant documents and information as may be required including a copy of the Employer Annual Return submission to HMRC.

7.4.4 The RFU has the power to investigate and make enquiries of a club, player and/or Associated Third Party and carry out spot checks and auditing upon reasonable notice at clubs' premises.

7.4.5 Clubs shall keep all records and documents relevant to the Declarations, player contracts and these regulations for a period of five years from the date in which they first came into existence (including all documents, records and other information held by or under the control of a club (or an authorised representative of the club) and which are reasonably considered to be relevant for these regulations.

7.4.6 Upon request of the RFU, all clubs and persons shall cooperate fully, accurately and promptly with and shall provide all necessary assistance to the RFU with respect to any matter pursuant to this Regulation 7 (including in relation to spot checks, auditing, answering the questions of and furnishing the RFU with, all relevant and/or requested documentation and information) and failure to cooperate shall constitute a breach of this Regulation 7.

7.4.7 If any party (including any club or person) is alleged or suspected to be in breach of these Regulations (whether as a result of a single breach or persistent breaches, failure to cooperate or providing false or inaccurate information or declaration or such other breach), such action would be considered as a breach of regulations and dealt with pursuant to Regulation 19.

7.4.8 Any breach, allegation or suspicion of a breach, and such other disciplinary matter arising in relation to this Regulation 7 shall be referred to the RFU Head of Discipline. If the RFU Head of Discipline decides that there is a case to answer and that a charge should be brought against any party, the matter will be dealt with in accordance with RFU Regulation 19. Subject to any right of appeal, the RFU

Disciplinary Panel will be entitled to impose such sanctions and penalties against any such party as it deems necessary in respect of any breach of these regulations.

- 7.4.9 In event that any party (including club or person) is found to have breached these regulations in any way (including the provision of an inaccurate Declaration or information, non-cooperation with the Regulations or such other reason), the RFU has the power to claw back and/or withhold further funding and RFU Benefits. Any failure by any party to pay back any misappropriated RFU Benefits constitutes a regulatory breach of these regulations.
- 7.4.10 To assist the RFU in monitoring compliance with these regulations, the RFU has the power to publish such compliance information as it deems appropriate and individuals (whether players, coaches, administrators, agents or others) are required to approach the RFU with any information relevant to any actual or potential instance of non-compliance with the regulations by another party. The identity of the individual providing the information will not be disclosed beyond the RFU without such individual's prior approval.

## **7.5 Approaches to Players**

No party may directly or indirectly, approach (or accept an approach by or on behalf of) any Player who is under Contract with a Club, Constituent Body or Union to induce or attempt to induce such Player to leave that Club, Constituent Body or Union unless such approach or inducement is made with the written consent of that Club, Constituent Body or Union, or is made in the final six months of the term of that Player's Contract. Any Club or Constituent Body wishing to make such an approach may contact the RFU for details of when a particular Player's Contract is due to expire.

## **7.6 Individuals Debts**

It shall be a disciplinary offence under these regulations for any club knowingly to play any Player who has previously been a member of another Club which he/she has left without paying his/her outstanding debts to his/her previous Club or without fulfilling his/her obligations to his/her previous Club under a Contract approved and registered with the RFU under World Rugby Regulations.

## **7.7 Academy Player Compensation**

In addition to the above, there are additional regulations in place in respect of Premiership and Championship Clubs pertaining to Player approaches and England Academy Player compensation and these regulations are set out in the Premiership Regulations and Championship Regulations which are available at [www.englandrugby.com/governance/regulations/](http://www.englandrugby.com/governance/regulations/).



# RFU REGULATIONS

## RFU REGULATION 8 – AGENTS

### 8.1 Purpose of the Regulations

- 8.1.1 The purpose of these Regulations is to create a regulatory framework to help ensure a minimum level of standard and quality control in the activities of rugby agents with the ultimate aim of driving standards upwards with education, up-skilling and integrity being at the forefront.
- 8.1.2 These Regulations are intended to benefit Registered Agents, Clubs and Players by seeking to ensure that agents operating or conducting business in the Home Unions are of good standing, uphold the values integral to the Game and do not operate in such a way as may negatively impact upon Players, Clubs, legitimate and reputable Registered Agents and/or upon the reputation of the Game.

### 8.2 Definitions

- 8.2.1 The definitions set out in these Regulations shall have the following meanings:

**“Agent”** means any person who carries out or seeks to carry out Agency Activity.

**“Agency Activity”** means acting in any way and at any time in any Home Union in the capacity of agent, representative or adviser to a Club or Player, either directly or indirectly, in the negotiation, arrangement or execution of any employment transaction or employment contract negotiation, which also includes any such activity carried out by agents based outside of the Home Unions.

**“Club”** means a club admitted into membership of or affiliated to any one of the Home Unions in accordance with that Home Union’s Rules and it includes any union, region, province, branch, league, combination or association of such clubs authorised by that Home Union’s Rules.

**“Home Union(s)”** means the three Home Unions being the Irish Rugby Football Union (IRFU), the Rugby Football Union (RFU) and The Welsh Rugby Union Limited (WRU) or any of them, and as applicable, such other authorised administrator or representative body that may be authorised by a Home Union in respect of the implementation of these Regulations.

**“Registered Agent”** means an Agent who is registered with any one or more of the Home Unions and whose name is included on the Home Unions’ Registered Agents List.

**“Registering Union”** means the Home Union(s) holding any such registration or with whom any such registration is sought and which shall be the primary place where the Agent carries or intends to carry out the Agency Activity.

**“Rules”** means the respective laws, rules and/or regulations that may be in force in each of the Home Unions.



- 8.2.2 Any other defined terms in these Agents Regulations will bear the same meaning as those defined in World Rugby Regulations.

### **8.3 Application and Enforcement of Regulations**

- 8.3.1 These Regulations apply to the Home Unions, members and officials of the Home Unions, all Clubs, Constituent Bodies, Club officials, members, and employees, Registered Agents and Players.
- 8.3.2 Registered Agents must abide in all respects with these Regulations, the Rules of each Registering Union and World Rugby Regulations.
- 8.3.3 Principals, whether Clubs or Players or otherwise, may be held liable for the acts or omissions of Registered Agents instructed by them.

### **8.4 Obligations on Clubs and Players in relation to Agents**

- 8.4.1 Clubs or Players wishing to engage a person to act for them in carrying out Agent Activity and/or in relation to any approach, negotiation, arrangement or execution of any transfer or registration of any Player with a Club may only appoint a Registered Agent.
- 8.4.2 Clubs may only deal with the following persons in relation to the transfer, employment or registration of a Player:
- (a) the Player himself;
  - (b) the other Club; or
  - (c) a Registered Agent.
- 8.4.3 Clubs and Players must procure that the Registered Agents appointed by them agrees to be bound by and abide by these Regulations and the Rules of their Home Union and must use all reasonable endeavours to ensure that such a Registered Agent appointed to act for them complies therewith.
- 8.4.4 When a Player enters into an agreement with a Club (or if centrally contracted, with a Home Union) and regardless of whether or not an Agent has been acting for either the Player or the Club/Union, all parties including the Player, the Club/Union and the Agent must sign the separate agent declaration form that accompanies the Player's agreement.

### **8.5 Conditions of Registration**

- 8.5.1 All Agents carrying out Agency Activity in any of the Home Unions must register (and continue to be registered) as a Registered Agent in accordance with the application and renewal process set out in Regulation 8.9 and 8.10.
- 8.5.2 Registered Agents must at all times conduct themselves in an ethical manner and shall observe the highest standards of integrity and fair dealing.
- 8.5.3 Registered Agents are under a duty not to allow the Game to be brought into disrepute and must agree to provide such assistance and cooperation as may be required by the relevant regulatory authority in relation to any regulatory investigations.



- 8.5.4 Unless approved by both parties and identified on the Agent Declaration, Registered Agents must not act for more than one party in any one transaction and shall disclose in writing to their principal any relevant formal or informal relationships (including, for example, any such relationships with insurance providers and independent financial advisers) that they may have or have had with any other party to a transaction, such disclosure to be made as soon as reasonably practicable and in any event within 14 days of the Agent becoming aware of any such relationship.
- 8.5.5 Registered Agents must act in good faith in all discussions, negotiations and transactions. They must also disclose in writing the identity of their principal in any relevant discussions, negotiations or transactions.
- 8.5.6 Registered Agents must comply with all applicable relevant legislation relating to their conduct and the performance of their role as Agents as may apply within the jurisdictions in which they are operating including without limitation the Conduct of Employment Agents and Employment Businesses Regulations 2003 or such similar or equivalent legislation within the relevant jurisdiction.
- 8.5.7 Registered Agents may describe themselves as “Registered Agents” or as “registered with the IRFU/RFU/WRU” (as the case may be) and quote their registration number (if applicable) but may not:
- (a) refer to their registration in any other way; or
  - (b) seek to promote their business by claiming or implying that they have been vetted or approved or regulated by any of the Home Unions in any other way.
- 8.5.8 Registered Agents must not aid a Club or a Player in allowing a Player to receive any Material Benefit, payment or benefit in kind which is paid or otherwise provided to a Player which is not listed in a written contract and disclosed to the relevant parties as required under these Regulations and/or any salary cap regulations operating in the relevant Home Union.
- 8.5.9 Where an agency firm or company has more than one Registered Agent, any and all such Registered Agents must act on behalf of the same party to a transaction or contract negotiation. An agency firm or company with more than one Registered Agent may act for more than one Player where there is a transfer involving more than one Player. Registered Agents shall use reasonable endeavours to ensure that the agency firm or company with which they are employed or retained comply with these Regulations in relation to Agency Activity carried out by a Registered Agent.
- 8.5.10 Registered Agents are registered personally by the Registering Union and may not transfer or delegate their registration to any other person or any other entity.
- 8.5.11 Registered Agents must keep and maintain appropriate professional accounts in accordance with best accounting practice, and in the event of an investigation by a Registering Union into breaches of these Regulations must make available to the Registering Union such accounts and all relevant books and records.
- 8.5.12 Registered Agents must at all times have in place appropriate professional indemnity insurance with a reputable insurer to a level determined by the Registering Union. Registered Agents must disclose their insurance arrangements if requested by the Registering Union.

8.5.13 Registered Agents must at all times meet the criteria set by the Registering Union and all Registered Agents agree and confirm the following:

- (a) that they are of good character and reputation;
- (b) that they do not have any conviction for any offence involving dishonesty or deception;
- (c) that they are not undischarged bankrupts;
- (d) that they are not disqualified from acting as a director of or otherwise from being involved with a company pursuant to the relevant legislation governing disqualification of company directors within the jurisdiction of the Registering Union (as may be more specifically identified or referred to in the Rules of the Registering Union);
- (e) that they are not subject to an order under Section 429(2)(b) of the Insolvency Act 1986 as a result of having failed to make payments required by an administration order or an order under any similar or equivalent legislation of like effect or intention within the jurisdiction of the Registering Union (as may be more specifically identified or referred to in the Rules of the Registering Union);
- (f) that they have not in the previous ten years, been censured or disciplined (in the UK, the Republic of Ireland or otherwise) for a serious offence (to be judged in the absolute discretion of the Registering Union) or had their membership revoked by any regulatory or professional organisation in relation to any applicable business or professional activities;
- (g) that they are not an official or employee of any professional or semi-professional rugby club in any Union, or any person in an official position with any Home Union or hold more than 5% of the issued share capital of any professional or semi-professional rugby club in any Union.

## **8.6 Registered Agents/Players Contracts**

- 8.6.1 Registered Agents must use either: (i) the Registering Union's model agent contract; or (ii) an alternative contract that complies with these Regulations, World Rugby Regulation 5 for all agreements between Players and Registered Agents and contains all of the conditions prescribed by the Home Unions as set out at Appendix 1.
- 8.6.2 No contract between a Player and a Registered Agent shall have a term exceeding two years, and no such contract shall be assignable or transferable to any other person without the Player's consent.
- 8.6.3 Registered Agents must advise in writing any Player with whom they are proposing to enter into an agency contract to obtain independent advice prior to execution of any such contract.
- 8.6.4 Where requested by the Registering Union, Registered Agents shall submit to the Registering Union within 28 days of a written request the full contract including any annexes and variations.

## **8.7 Remuneration of Registered Agents**

The principal for whom the Agent acts shall be responsible for payment of the fees or other remuneration of the Agent but this shall not prevent a third party paying the Agent on such principal's behalf. The basis on which any fees or other remuneration is to be calculated must be reasonable and shall be clearly stated in writing.

## **8.8 Approaches**

- 8.8.1 Registered Agents must not take any steps (including the making of public statements) intended to induce any person to act in breach of any Rules of a Home Union or in breach of his or her written agreement with the Home Union or any Club or any other Registered Agent.
- 8.8.2 Registered Agents must not, when acting for a Player who is under contract with a Club, without the written consent of that Club, whether directly or indirectly, communicate with or approach another Club or any other person with the object of negotiating or arranging a transfer of the Player at the expiry of the period of that Player's contract, save to the extent that the Rules of any Home Union provide otherwise.
- 8.8.3 Registered Agents must not, when acting for a Club to whom a Player is contracted, without the written consent of the Player, whether directly or indirectly, communicate with or approach another Club or any other person with a view to procuring the transfer of that Player.
- 8.8.4 Registered Agents must not (directly or indirectly):
  - (a) make any approach, offer of contract, provide any letter of intent or offer any inducement to any Player under the age of 16 or to any parent, guardian, trustee or other person of such Player;
  - (b) approach, meet or have any unsolicited contact or communication (via any medium) with any Player under 18 years of age without the Player's parent/guardian, coach, academy manager or teacher is present and copied into all communication; unless such contact or communication is solely for the purposes of obtaining the contact details of the Player's parent/guardian.

## **8.9 Registration of Agents**

- 8.9.1 In order for a person to become registered as a Registered Agent that person must:
  - (a) apply to one of the Home Unions and comply with the relevant application procedure of that Registering Union. The Registering Union of the Agent is determined by the primary place where the Agent carries out or intends to carry out the Agency Activity;
  - (b) pay the relevant registration fee prescribed by the Registering Union;
  - (c) provide evidence that the Registered Agent has the appropriate professional indemnity insurance in place with a reputable insurer to the level determined by the Registering Union;
  - (d) agree to be bound by and abide in all respects with these Regulations, the Rules of each Registering Union and World Rugby Regulations and to submit to the

jurisdiction of the Registering Union and the other Home Unions;

- (e) complete and pass a written test (the format and frequency of such test to be determined by the Registering Union);
- (f) upon request, sit an interview with the Registering Union; and
- (g) satisfy the conditions set out in Regulation 8.5 and such other conditions as may be determined by the Registering Union.

8.9.2 If an Agent's application to a Registering Union is accepted and that Agent is admitted as a Registered Agent, that Registered Agent shall automatically be deemed to be a Registered Agent within the other Home Unions' jurisdictions.

8.9.3 Each Home Union shall maintain a central public register of Registered Agents and Registered Agents must ensure that they inform the Registering Union of any change in their details which would require an amendment to the register.

8.9.4 Any Home Union may publish any decision made in accordance with these Regulations including the name and any other relevant information in relation to any disciplinary or appeal decision.

## **8.10 Renewal of Registration**

8.10.1 In order to remain a Registered Agent the Registered Agent must:

- (a) comply with the relevant renewal procedure of that Registering Union;
- (b) pay the annual renewal fee as prescribed by the Registering Union;
- (c) provide evidence that the Registered Agent has the appropriate professional indemnity insurance in place with a reputable insurer to the level determined by the Registering Union;
- (d) agree to be bound by and abide in all respects with these Regulations, the Rules of each Registering Union and World Rugby Regulations and to submit to the jurisdiction of the Registering Union and the other Home Unions;
- (e) attend each year a mandatory Registered Agents Professional Development training seminar organised by a Home Union;
- (f) complete and pass a written test (the format and frequency of such test to be determined by the Registering Union);
- (g) upon request, sit an interview with the Registering Union; and
- (h) satisfy the criteria set out in Regulation 8.5 and such other conditions as may be determined by the Registering Union.

8.10.2 Any failure by a Registered Agent to comply with the above mentioned renewal terms will cause that Registered Agent to no longer be registered with the Registering Union and the other Home Unions.

## **8.11 Cessation of Registration**

8.11.1 If for any reason any Registered Agents cease to be registered by a Registering Union they will:

- (a) immediately cease to be registered with the other Home Unions;
- (b) cease to hold themselves out as Registered Agents with any of the Home Unions;
- (c) not by any act or omission mislead (or allow to be misled) any third party into thinking that they are a Registered Agent;
- (d) inform all applicable clients that they are no longer Registered Agents and that they can therefore no longer act for them as a Registered Agent in any matter that pertains to registration as an Agent; and
- (e) shall not undertake any Agency Activity of any kind.

8.11.2 An applicant whose application is rejected may appeal to the appropriate appeal panel of the Registering Union. All such appeal hearings shall be carried out in accordance with the Registering Union's disciplinary procedures set out in its Rules and the appeal panel shall decide whether the application has been rejected fairly or unfairly according to the criteria and procedures set out in these Regulations.

8.11.3 If an application is rejected and the applicant does not appeal, the applicant will be barred from re-applying to become a Registered Agent of that Registering Union for two years from the date of the formal notification of the rejection save that the Registering Union may increase or decrease this two year period if it considers it appropriate. The Registering Union shall notify all other Home Unions of any such barring.

## **8.12 Agents based outside of the Home Unions**

Agents operating from another country outside the Home Unions but carrying out Agency Activity within or relating to Clubs and/or Players moving to and from Clubs within the Home Unions must either operate through a Registered Agent or undergo the same application and renewal process set out in Regulations 8.9 and 8.10 as applicable to all Agents based in the Home Unions and these Regulations shall apply accordingly.

## **8.13 Discipline**

8.13.1 Any breaches of these Regulations may be investigated by the Registering Union (and/or such other Home Union as may be agreed between the Home Unions) and disciplinary proceedings in respect of a breach shall be conducted in accordance with the Registering Union's disciplinary procedures set out in its Rules or such other Home Union's disciplinary Rules as may be agreed between the Home Unions on a case by case basis. Any disciplinary action arising out of a breach of these Regulations shall be conducted in the Registering Union where that breach has occurred unless otherwise agreed by the Registering Union.

8.13.2 Subject to any right of appeal and save as otherwise set out in Regulation 8.13.4 below, the Registering Union (and/or such other Home Union as may be agreed between the Home Unions) shall be entitled to impose such sanction and penalties as

it deems necessary and appropriate in respect of the relevant breach of the Regulations.

8.13.3 In addition, Registered Agents are subject to the jurisdiction of World Rugby in respect of matters arising out of international transactions and/or a breach of any regulation that is of an international nature and to the imposition and enforcement of penalties by World Rugby or the Home Union in accordance with World Rugby Regulation 5. This does not preclude the Home Unions or any of them from taking such action as set out in Regulation 8.13.1 above as it considers appropriate.

8.13.4 Without prejudice to any of the above Regulations, where it is determined by the Registering Union that a party has not complied with the Regulations as set out below, the party hereby agrees that the Registering Union shall be entitled to impose the fixed sanctions set out below in respect of that breach:

REGULATION BREACH	FIXED SANCTION
Non-attendance to seminar on one occasion during total registration term	Monetary fine at such level as is determined by the relevant Registering Union, up to a maximum of £1,000 (or Euro equivalent).  Such decision will be final and binding.
Non-attendance to seminar on two or more occasions during total cumulative registration term	Sanction to be determined by a disciplinary panel appointed by the relevant Registering Union.  Such decision will be final and binding unless the agent's registration has been terminated or suspended in which case there shall be a right of appeal in accordance with the Registering Union's disciplinary procedures set out in its Rules.
Failure to comply with Regulation 8.6.1 by using non-compliant Agent/Player contract – <b>first occasion</b>	Monetary fine at such level as is determined by the relevant Registering Union up to a maximum of £5,000 (or Euro equivalent).  Such decision will be final and binding.
Failure to comply with Regulation 8.6.1 by using non-compliant Agent/Player contract – <b>second occasion</b>	Sanction to be determined by a disciplinary panel appointed by the relevant Registering Union.  Such decision will be final and binding unless the agent's registration has been terminated or suspended in which case there shall be a right of appeal in accordance with the Registering Union's disciplinary procedures set out in its Rules.

Failure to comply with Regulation 8.6.1 by using non-compliant Agent/Player contract – <b>third occasion</b>	Termination of registration with immediate effect. (subject to right of appeal in accordance with the Registering Union's disciplinary procedures set out in its Rules).
Failure to comply with Regulation 8.6.4 by not submitting full copy of Agent/ Player contract within 28 days of written request	<p>Failure to comply within 28 days of written request - Monetary fine of £100 (or Euro equivalent).</p> <p>Failure to comply within a further 28 days - Sanction to be determined by a disciplinary panel appointed by the relevant Registering Union.</p> <p>Such decision will be final and binding unless the agent's registration has been terminated or suspended in which case there shall be a right of appeal in accordance with the Registering Union's disciplinary procedures set out in its Rules.</p>
Failure by a club, agent or player to comply with Regulation 8.4.4 by not signing Agent Declaration Form	<p>Monetary fine at such level as is determined by the relevant Registering Union up to a maximum of £1,000 (or Euro equivalent) payable by each non-compliant party.</p> <p>Such decision will be final and binding.</p>





# RFU REGULATIONS

## **RFU REGULATION 8 – AGENTS (APPENDIX 1)**

KEY MANDATORY Provisions to be included in all Registered Agents' Agreements with Players (IF NOT USING IRFU/RFU/WRU MODEL CONTRACT).

The following provisions must be included in any representation agreement between a Registered Agent and a Player:

1. The Agent is a licensed Registered Agent with the IRFU, RFU or WRU and acts as an employment agent in an applicable transaction.
2. The Agent agrees to act as the Player's agent in order to represent the Player's interest in any transaction.
3. The Agent will not enter into any contract on behalf of the Player or bind the Player in any way without first obtaining the Player's approval (preferably written) of the terms of such contract or other binding arrangement.
4. The Agent must disclose in writing to the Player any relevant formal or informal relationships the Agent may have or have had with any other party to a transaction within 14 days of the Agent becoming aware of any such relationship.
5. The Agreement must be for a fixed term of a maximum of 2 years and there should be no automatic roll-over or renewal provision.
6. The Agent agrees to comply with the generally recognised and accepted standards for the provision of professional sports management services, acting with due care, skill and diligence, and at all times with good faith and in the best interests of the Player.
7. The Agent agrees to comply in all respects with the IRFU, RFU or WRU's Rules, Regulations and World Rugby Regulations and Byelaws as amended from time to time and all applicable Laws and Regulations.
8. Either before or at the time of confirming any offer of employment to the Player, the Agent will supply the Player with the information listed below and ensure that this information is set out in the Player's employment contract:
  - (a) the date on which employment would begin;
  - (b) the duration or likely duration of employment;
  - (c) the termination or reduction of earnings provisions relating to incapacity through injury and illness;
  - (d) any expenses payable by or to the Player;
  - (e) the minimum rate of remuneration and any other benefits which the Club would offer, and the intervals at which the Player would be paid;
  - (f) the length of notice which the Player would be required to give, and entitled to

## **RFU REGULATION 8 – AGENTS (APPENDIX 1)**

Effective from 1 August 2018

receive in order to terminate the employment; and

- (g) any material provisions in the contract which could adversely impact on the Player.
9. The Agent will (without liability for the quality of any third party services accessed and arranged) advise the Player to obtain independent advice prior to execution of any Agreement.
10. The Agent agrees:
- (a) to keep the Player fully informed and regularly report (in writing if requested) in relation to any activities carried out by the Agent on the Player's behalf, including:
    - (i) providing full details of any negotiations carried out; and
    - (ii) meeting with the Player personally on a regular basis as may be reasonably requested by the Player;
  - (b) to maintain confidentiality in relation to the Player's personal and business affairs;
  - (c) to remain registered with the IRFU, RFU or WRU;
  - (d) to maintain appropriate professional indemnity insurance against liability arising under or connected with the performance of the Agreement to such level determined by the Registering Union; and
  - (e) to keep appropriate and adequate professional accounts relating to the performance of the Agreement, and to allow the Player or the Player's representatives to inspect such accounts and relevant records from time to time on reasonable notice.
11. The Agreement may only be assigned or transferred with the Player's written consent.



# RFU REGULATIONS

## RFU REGULATION 9 – PLAYER SAFETY

### General

- 9.1 Rugby is a physical contact sport. Like all sports, injuries may occur as a result of isolated incidents or through the continuous playing of the Game over an extended period of time. Safety is of paramount importance and it is therefore essential for those involved in the Game to consider their own safety and the safety of others at all times. They should familiarise themselves with any specific responsibilities that may be applicable to them, as set out in various documents issued by the RFU and/or World Rugby from time to time.
- 9.2 All those involved in the Game should consider their own fitness before participating in any rugby activity. The parents and guardians of players under the age of 18 should consider the fitness of those for whom they have responsibility. In particular, it is recommended to seek medical advice after injury and before recommencing any rugby activity.
- 9.3 All clubs and those involved in arranging any rugby activity must ensure that:
- a. there is an appropriate level of immediate care and/or first aid cover, and equipment provided for that rugby activity. These should be determined by a risk assessment and further guidance on the minimum requirement at each type of rugby activity is given in: [www.englandrugby.com/rugbysafe/education/first-aid/](http://www.englandrugby.com/rugbysafe/education/first-aid/)
  - b. there is access to a telephone to ensure that the emergency services can be contacted immediately when needed; and
  - c. there is clear vehicular access for an ambulance or other emergency vehicle.

### Head Injuries and Concussion

- 9.4 In specified adult competitions, participants who sustain a head injury or impact but show no signs or symptoms of concussion may be temporarily replaced for medical assessment and may only return to field of play if assessed and permitted in accordance with the protocols that apply to those competitions which are as follows:
- a. Premiership and A League Matches: the protocol set out in the Premiership and A League Regulations.
  - b. Championship Matches: the protocol set out in the Championship Regulations.
- 9.5 In respect of all other adult and age grade matches or training sessions, participants and all those involved (including coaches, players, parents and club officials) should refer to the RFU Headcase guidance set out in [www.englandrugby.com/headcase/](http://www.englandrugby.com/headcase/) for guidance on prevention, recognition, management and returning to play. All (players, coaches, parents, match officials and club officials) should familiarise themselves with this RFU Headcase guidance.
- 9.6 Any individual who exhibits any of the signs or symptoms of concussion should be

immediately and permanently removed safely from the field of play, should not return to play that day, and it is recommended that they are referred to a medical or healthcare professional for assessment and advice.

### **Reporting Injuries**

- 9.7 Club officials and those involved in arranging any rugby activity must ensure that any injury which results in an individual being admitted overnight to hospital (save those initially taken to an Accident & Emergency Department, but subsequently sent home after treatment) and any death occurring during rugby activity, or within 6 hours of the game or training ending, is reported to the RFU in accordance with the RFU's Injury Reporting System; details are at: [www.englandrugby.com/rugbysafe/injury-reporting](http://www.englandrugby.com/rugbysafe/injury-reporting)

*Note: For further information on how the RFU and/or the Injured Players Foundation may be able to assist a seriously/catastrophically injured player and their family, please see [www.rfuipf.org.uk](http://www.rfuipf.org.uk).*

### **Health Care Workers**

- 9.8 No person may directly or indirectly seek in any way to influence a medical professional or health care worker to breach their professional group's code of ethics, code of conduct or other such code. For avoidance of doubt, professional codes of ethics take precedence over any employer/employee contract or other service agreement.

### **Additional Regulations**

- 9.9 Additional medical and player safety regulations may be applicable in relation to certain competitions. Those teams involved in such competitions should check the specific competition regulations to ensure that these additional regulations are complied with.
- 9.10 There is further information regarding Age Grade Player safety in the Guidance to Regulation 15 which can be found at: [www.englandrugby.com/governance/regulations/](http://www.englandrugby.com/governance/regulations/)



# RFU REGULATIONS

## **RFU REGULATION 10 – CROSS-UNION MATCHES AND SEVENS**

### **CROSS-UNION MATCHES**

**(including 15 a-side, 10 a-side and 7 a-side)**

**Professional Clubs, National Representative Teams and other elite teams -  
Men's, Women's and Age Grade National Representative Teams**

#### **10.1 General**

- 10.1.1 RFU Regulation 10.1 to 10.3 applies to men's and women's Professional Clubs, National Representative Teams and other elite teams.
- 10.1.2 Players must not participate in any match referred to RFU Regulations 10.2 and 10.3 (whether in England or abroad) without the approval of the Club to which the Player is affiliated, and unless the match has been approved in accordance with this Regulation 10.
- 10.1.3 For the purposes of this Regulation 10 the use of the definition 'Premiership' and 'Championship' shall mean the Premiership and Championship levels of both the men's and women's game (including their equivalents in other Unions).
- 10.1.4 For the purposes of this Regulation 10, the use of the definition 'Professional Club' shall mean a club, region, province or such other team authorised by another Union to play in that Union at a level equivalent to that of the Premiership (Level 1) or Championship (Level 2) in England, including academy players and 'A' teams of such club, region or province.

#### **10.2 Incoming Tours**

- 10.2.1 No Club, person or entity may arrange or fulfil any of the matches described in RFU Regulation 10.2.2 in England without:
  - a) in respect of matches during the Season, the written approval of the RFU and any such application must be made in writing in such form prescribed by the RFU and submitted to the RFU not less than 2 months before the date of the proposed match or within such other time frame as the RFU may determine in exceptional circumstances; and
  - b) in respect of matches outside of the Season, notification to the RFU not less than 3 weeks before the date of the proposed match in such form prescribed by the RFU and provided the RFU does not confirm its disapproval within 7 working days of receipt of such written notification.
- 10.2.2 The matches to which RFU Regulation 10.2.1 applies are as follows:
  - a) a Premiership or Championship Club seeking to host or play a match against a National Representative Team from a Union outside England ranked inside the World Rugby's top 20 Unions, or a Professional Club from another Union;

- b) any Professional Club from another Union seeking to play a match against another Professional Club from another Union;
- c) a match between a senior National Representative Team or next senior National Representative Team and senior National Representative Team or next senior National Representative Team from two different Unions outside of England (as defined by the World Rugby);
- d) a match between a scratch or composite team (as defined by World Rugby) and
  - i) a Premiership or Championship Club; or
  - ii) a senior National Representative Team or next senior National Representative Team from any Union; or
  - iii) a Professional Club from another Union; or
  - iv) a scratch/composite team (as defined by World Rugby) (e.g. Barbarians, World XV) from another Union.

### **10.3 Outgoing Tours**

- 10.3.1 All Outgoing Tours by a Premiership or Championship Club must comply with the requirements set out in World Rugby Regulation 16 and such other World Rugby Regulations as may be applicable.
- 10.3.2 The RFU shall have the power to take disciplinary action in relation to players and other personnel in respect of all matches involving its Clubs regardless of whether the match is played in England or in another Union, subject to any competition regulations or tour agreements stating otherwise.

### **Levels 3 and below - Men's, Women's and all other Age Grade Rugby (excluding Age Grade National Representative Teams)**

#### **10.4 General**

- 10.4.1 This Regulation 10.4 applies to the following:
  - a) adult men's and women's Incoming Tours and Outgoing Tours at level 3 and below;
  - b) Incoming Tours and Outgoing Tours in respect of Age Grade Rugby; and
  - c) Incoming Tours and Outgoing Tours in respect of teams representing a Constituent Body.
- 10.4.2 Players must not participate in any match referred to in RFU Regulations 10.5 and 10.6 (whether in England or abroad) without the approval of the Club to which the Player is affiliated, and unless the match has been approved in accordance with this Regulation 10.

#### **10.5 Incoming Tours**

- 10.5.1 No Club, person or entity may arrange or fulfil an Incoming Tour unless:



- a) the Incoming Tour approval form has been completed in full and submitted to the appropriate hosting Constituent Body (or the RFU in respect of a Constituent Body team); and
- b) the Club or third party organising the Incoming Tour has confirmed in writing that the Incoming Tour will be played in accordance with the Laws of the Game, this RFU Regulation 10 and such other World Rugby and RFU Rules and Regulations as are applicable; and
- c) in respect of any teams or players from Unions outside England, the written consent of those Unions has been obtained and evidence of such is provided in writing to the Constituent Body (or the RFU in respect of a Constituent Body team); and
- d) the written consent of the appropriate hosting Constituent Body has been obtained (or the RFU in respect of a Constituent Body team), which for the avoidance of doubt may be granted on a pre-approved basis for a match or series of matches as the Constituent Body (or the RFU in respect of a Constituent Body team) so determines in its absolute discretion; and
- e) written notice of the proposed Incoming Tour may also be given to the RFU together with details of the fixture(s) to be played and copies of such permissions and consents as may be required by World Rugby Regulations if the Constituent Body so desires but there is no obligation to notify the RFU.

## **10.6 Outgoing Tours**

10.6.1 No Club, person or entity may arrange or fulfil an Outgoing Tour unless:

- a) the Outgoing Tour approval form has been completed in full and submitted to the appropriate Constituent Body (or the RFU in respect of a Constituent Body team); and
- b) the written consent of the appropriate Constituent Body has been obtained (or the RFU in respect of a Constituent Body team), which for the avoidance of doubt may be granted on a pre-approved basis for a match or series of matches as the Constituent Body (or the RFU in respect of a Constituent Body team) so determines in its absolute discretion; and
- c) written notice of the proposed Outgoing Tour may also be given to the RFU together with details of the fixture(s) to be played if the Constituent Body so desires but there is no obligation to notify the RFU.

10.6.2 The RFU has prepared best practice guidance notes on Incoming Tours and Outgoing Tours which are available at <https://www.englandrugby.com/governance/game-support/rugby-tours> and Clubs are reminded of the need to have appropriate insurance in place prior to travelling abroad.

10.6.3 The RFU shall have the power to take disciplinary action in relation to players and other persons in respect of all matches involving its Clubs regardless of whether the match is played in England or in another Union, subject to any competition regulations or tour agreements stating otherwise.

## **SEVENS MATCHES AND SEVENS TOURNAMENTS – ALL LEVELS (EXCLUDING AGE GRADE RUGBY)**

### **10.7 General**

- 10.7.1 RFU Regulations 10.7 and 10.8 apply to adult men's and women's Sevens matches and tournaments played in England at all levels of the Game.
- 10.7.2 The Regulations relating to Sevens matches played outside England are set out in RFU Regulations 10.3 and 10.6.
- 10.7.3 The Regulations relating to Sevens matches and tournaments in Age Grade Rugby are set out in RFU Regulation 15.

### **10.8 Approval**

- 10.8.1 No Club, Constituent Body or Player at any level shall take part in any Sevens match or tournament in England unless:
- a) the match or tournament is approved in writing by:
    - i) the Constituent Body in which the match or tournament is being played; or
    - ii) the RFU in respect of matches or tournaments run by the RFU, a Constituent Body or involving Championship and NCA Clubs; or
    - iii) Premier Rugby Limited in respect of matches or tournaments involving Premiership Clubs; and
  - b) the match/tournament organiser has confirmed in writing that:
    - i) the match or tournament will be played in accordance with the Laws of the Game (as modified by the World Rugby Seven-a-side variations), RFU Regulation 10 and such other World Rugby and RFU rules and regulations as are applicable; and
    - ii) adequate medical cover and facilities will be in place, and that all relevant statutory and legal health and safety regulations that may be in force will be complied with; and
    - iii) in respect of any teams, clubs or players from Unions outside England, the relevant provisions of RFU Regulations 10.1 to 10.6 have been complied with; and
    - iv) it will adhere to such other requirements as the Constituent Body, the RFU or Premier Rugby Limited (as applicable) may require.
- 10.8.2 The RFU has prepared a best practice guidance note on organising Sevens matches and tournaments which is available at [www.englandrugby.com/my-rugby/players/forms-of-rugby/rugby-sevens](http://www.englandrugby.com/my-rugby/players/forms-of-rugby/rugby-sevens) and organisers are reminded of the need to have appropriate insurance in place in relation to the tournament.



# RFU REGULATIONS

## RFU REGULATION 11 – THE SEASON

### Adult

- 11.1 In adult rugby the RFU Competition Season (during which all RFU Competitions, merit tables and local leagues must be played with the exception of representative rugby, play-offs and 7-a-side or similar competitions) shall be:

Season 2018-2019 will run from Saturday 1 September 2018 until Monday 27 May 2019

Season 2019-2020 will run from Saturday 7 September 2019 until Monday 25 May 2020.

- 11.2 In adult rugby non-RFU Competition matches can be played at any time during the year.

### Age Grade Rugby (U7s to U18s)

- 11.3 In Age Grade rugby the Season shall be:

Season 2018-2019 will run from Saturday 1 September 2018 until Monday 6 May 2019

Season 2019-2020 will run from Saturday 7 September 2019 until Monday 4 May 2020.

- 11.4 Age Grade rugby activity must be played in accordance with Regulation 15.



# RFU REGULATIONS

## RFU REGULATION 12 – MATCH OFFICIALS

### 12.1 Appointments

#### 12.1.1 Referees and Assistant Referees

- (a) The RFU reserves the right to directly (or through the Committee, or the home Club's Referees Society as the RFU may in its absolute discretion decide) appoint Referees and/or Assistant Referees to any match played in England:
  - (i) in which an England representative XV is playing; or
  - (ii) in any competition which involves a Club in membership of the RFU and/or of a Constituent Body or a representative team of a Constituent Body; or
  - (iii) in which a representative team of a Constituent Body is participating; or
  - (iv) which involves a team from any other Union; or
  - (v) in any Play-Off Match between Clubs at Level 4; or
  - (vi) in all rounds of the Anglo-Welsh Cup and British & Irish Cup, and the quarter-finals, semi-finals and finals of all other Cup Competitions.
- (b) Where the RFU has exercised the right in paragraph (a) above, the match may only take place with Referees and/or Assistant Referees appointed by the RFU and subject to 12.1.1 (d) below, World Rugby Law 6 shall apply.
- (c) In any RFU Competition match (for avoidance of doubt including Intermediate Cup, Senior Vase & Junior Vase) at Level 5 and below the Committee or Organising Committee may request that suitably qualified Assistant Referees be appointed and direct which Club should pay the costs thereof. If the Organising Committee makes such a request, Assistant Referees shall be appointed by the RFU, or the home Club's Referees Society, provided that the relevant body agrees to such appointment and that suitably qualified Assistant Referees are available.
- (d) At level 5 and below (and for avoidance of doubt including Intermediate Cup, Senior Vase & Junior Vase) World Rugby Law 6 shall apply and Assistant Referees may report incidents of foul play and misconduct to the Referee only where:
  - (i) the RFU, or the home Club's Referees Society has appointed Assistant Referees (in accordance with 12.1.1(c) above); or
  - (ii) the two Clubs have specifically agreed with the appointment and the application of World Rugby Law 6 prior to the match.

(e) In a Play-Off Match:

- (i) between Clubs at Level 5 and below, Match Officials will be appointed by the Referees Society to which the home Club pays a subscription (or that which is local to the home Club and which at the request of the home Club normally supplies referees) unless the appointments are made by the RFU. Match Officials cannot be appointed from the Constituent Body of which either Club is a member except at the discretion of the Divisional Organising Committee; and
  - (ii) having appointed suitably qualified Assistant Referees, World Rugby Law 6 shall apply.
- (f) A Referees' Society or the RFU cannot refuse to appoint Match Officials to any particular Club for disciplinary reasons unless the matter has completed the appropriate disciplinary process (to which the complainant Society or the RFU department as the case may be shall be invited and be able to make representations or have them made on their behalf) and during the course of that disciplinary process consent has been given to that course of action.
- (g) In the absence of appointment in accordance with paragraph (a) to (e) above, each Club shall provide a competent touch judge who should not be a replacement. In an emergency and with the consent of the Referee, a replacement may act as a touch judge.
- (h) Unless stated in 12.1.1. paragraph (a) to (g) above, the Referee Society which supplies referees to the home Club shall appoint the appropriate match official.

12.1.2 Fourth Officials (Levels 1-4, Anglo-Welsh Cup, British & Irish Cup and also Semi-Finals and Finals of Intermediate Cup, Senior Vase and Junior Vase).

Save where one is appointed by the RFU, the home Club shall appoint a suitable person to act as the Fourth Official who will act under the authority of the Referee and in accordance with any authorised protocol.

12.1.3 Confirmation

- (a) Save where a Cup Match is held on a neutral ground (in which case the RFU has responsibility), it is the responsibility of the home Club to confirm at least 48 hours before the match with (as appropriate) the RFU or its Referee's Society, that a referee (and in National Leagues the Assistant Referees) has been appointed.
- (b) It is the home Club's responsibility to liaise with the appointed Match Officials directly to ensure that the Match Officials are aware of the arrangements and have the appropriate directions to the venue for the match (or any change of venue).

## **12.2 Incapacity/Non Attendance of Match Officials**

12.2.1 If the Referee appointed or provided under this Regulation has not arrived at the agreed kick-off time or if the Referee is unable to officiate for the whole of the match for any reason the Assistant Referee where appointed may referee the match.

12.2.2 In the event the Assistant Referee is unable to continue to officiate for the whole of

the match in question then another suitable replacement referee who is agreed by both team captains (or such other official or manager of the Club nominated by the Club) will take charge. Any agreement reached between team captains in relation to replacement referees shall thereafter be binding upon the Clubs.

- 12.2.3 In any RFU Competition, if no other suitable replacement referee is available to commence or continue the match or if both team captains (or such other official or manager of the Club nominated by the Club) do not agree to him, the match shall be abandoned and the provisions of Regulation 13.6 will apply.
- 12.2.4 At Levels 5 and below the captains of the two Clubs concerned may agree that a suitable replacement referee can officiate and the result shall count in the Competition. Any agreement reached between team captains in relation to replacement referees shall thereafter be binding upon the Clubs.
- 12.2.5 In determining who shall be classified as a suitable replacement referee, reference should be made to RFU policy and such other requirements as may be stipulated by the RFU from time to time.

### **12.3 Decisions of Match Officials**

In all matches, any decision taken by the appointed Match Officials or their replacements shall be final and binding insofar as the Laws of the Game are concerned.

### **12.4 Comments of Match Officials**

Any comment or opinion expressed regarding the Regulations, or the interpretation or the effect thereof by any Match Official on any circumstance that might occur before, during or after a match is not final or binding on the RFU, the Committee or an Appeal Panel. No Club or person can rely on any such comment or opinion.

### **12.5 Approaches to Match Officials**

No person (other than the Match Officials team or Match Officials coach) shall approach the Match Officials at any time during the half-time interval and up to 30 minutes after the match to discuss any issue arising from the match nor shall enter the referee's changing room unless invited to do so by the referee.





# RFU REGULATIONS

## RFU REGULATION 13 – ADULT COMPETITIONS

All matches played under the jurisdiction of the RFU and/or in RFU Competitions or any other competition or merit table must be played in accordance with World Rugby Laws (including any variations or trials that may be adopted by the RFU), World Rugby Regulations, the RFU Rules, the RFU Regulations and any competition specific regulations applicable to a competition including, without limitation, the Premiership Regulations, Championship Regulations (as applicable).

In matches where rolling substitutions and/or the man-off rule are permitted, the Regulations set out in Appendix 2 of RFU Regulation 13 will apply.

### 13.1 General

#### Delegation by RFU

13.1.1 The Committee may delegate to the committees set out below such powers as it deems appropriate in relation to the day to day operation and administration of the RFU Leagues, RFU Cups and/or such other leagues and competitions:

- (i) the NCA Committee as the Organising Committee in relation to Levels 3 and 4;
- (ii) the appropriate Divisional Organising Committee as the Organising Committee in relation to Levels 5 and below;
- (iii) RFU staff as appropriate.

save that the Committee shall not be entitled to delegated any powers contained in RFU Regulations 13.1.3 and 13.1.4.

13.1.2 Subject to the approval of the Committee, the powers delegated pursuant to Regulation 13.1.1 above may be further delegated to any Division, Constituent Body or other person, firm or company, media agency or competition administrator. Such delegated bodies may also produce Administrative Instructions for the operation and administration of RFU Competitions for which they are responsible provided that any such Administrative Instructions are approved by the Committee.

#### Power to vary, disapply, amend or make further regulations during the season

13.1.3 In the event that the Committee considers it is in the interests of rugby union football or an RFU Competition, it may amend or vary RFU Regulation 13 and the Appendices and/or make further regulations during a Season:

- (a) where in the view of the Committee exceptional and material circumstances have occurred during any RFU Competition which either have not been provided for or cannot be equitably dealt with under RFU Regulation 13 (particularly if promotion or relegation is likely to be materially affected), the Committee may at its own instigation introduce regulations for the current Season and/or determine the results of matches that have not been played for reasons related to the above exceptional and material circumstances and/or

## RFU REGULATION 13 – ADULT COMPETITIONS

Effective from 1 August 2018

determine which Clubs should or should not be relegated);

- (b) any regulation or decision made or taken by the Committee under this Regulation shall become final and binding unless any person or Club affected has given notice of an appeal to the RFU Head of Discipline within 48 hours of that person or Club affected being made aware of it and an Appeal Panel rules that the regulation or decision of the Committee shall not apply.

**Power to vary, disapply or amend RFU Regulation 13 on a local basis prior to the Season (applicable at Level 5 and below)**

13.1.4 In the event that a Club, Divisional Organising Committee or Constituent Body wishes to seek the amendment or variation of RFU Regulation 13 or the Appendices on a local basis to apply to Level 5 or below, the following procedure must be applied:

- (a) the Club, Divisional Organising Committee or Constituent Body must:
  - (i) prior to the commencement of the Season, provide written notice (explaining the proposed amendment or variation) to all those Clubs affected; and
  - (ii) give reasonable (and in any event not less than 7 days) notice to other Clubs that might be affected so that adequate opportunity is given for Clubs that might be affected to express their views, meaningful and adequate consultation takes place with all Clubs that might be affected and no Club in a Constituent Body not a party to such an application is in any way affected or adversely prejudiced by any amendment to or variation of RFU Regulation 13 or the introduction of any further regulation pursuant to the said application;
  - (iii) consult with any other interested party (which it in its sole discretion deems appropriate) together with the appropriate Organising Committee and, if applicable, sponsor; and
  - (iv) submit to the Committee for approval a written application, together with full detail and supporting evidence, supported by its Constituent Body;
- (b) The Committee will only approve the amendment, variation or new regulations if it is satisfied:
  - (i) that written notice under paragraph (a) above has been given to all those Clubs affected prior to the commencement of the Season; and
  - (ii) that any amendment, variation or new regulation is in the interest of the game of rugby union football and does not adversely affect or prejudice an RFU Competition, any sponsor, or other Clubs in an RFU Competition.

**13.2 RFU Competitions**

13.2.1 All RFU Competitions and RFU Women Competitions shall be governed as follows:

- (a) All RFU Competitions are governed by this RFU Regulation 13 save that in respect of the Premiership, the Championship and the RFU Championship Cup

(or as the same may be known from time to time), the provisions of this RFU Regulation 13 are varied to the extent set out in any supplemental Regulations issued by the RFU Council relating to those specific competitions. Other than as varied by any such competition specific Regulations, the remaining provisions of this RFU Regulation 13 shall remain in full force and effect. In the event of any inconsistency between any competition specific Regulations and this RFU Regulation 13, the provisions of such competition specific Regulations shall prevail.

- (b) RFU Regulation 16 sets out the Regulations relating to the RFU Women Competitions in England. RFU Regulation 16 is supplemental to the other RFU Regulations (including RFU Regulation 13) which, for the avoidance of doubt, shall have full force and effect save that in the event of conflict between Regulation 16 and the other RFU Regulations, the RFU Regulations (to the extent that they affect the Clubs) are deemed varied by RFU Regulation 16.

#### 13.2.2 RFU Consent to Different Name of Competition

- (a) The RFU may from time to time decide to change the name of an RFU Competition, which may include the names of sponsors as the RFU shall determine.
- (b) Alternatively, with the prior written consent of the RFU, an RFU Competition (or certain Levels or leagues or leagues in certain geographic areas) may carry separate names or titles which may include the names of sponsors.

13.2.3 The League Competition overall shall be called ‘The English Clubs Rugby Union Championship’. All League Matches shall be played in accordance with RFU Regulation 13.

#### 13.2.4 Structure of League Competitions

- (a) Subject to Regulation 13.2.4(b)(vii) and (viii) below in the 2018-2019 Season there shall be:
  - (i) at Level 1 a league named the Premiership comprising 12 Clubs;
  - (ii) at Level 2 a league named the Championship comprising 12 Clubs;
  - (iii) at Level 3 a league named National League 1 comprising 16 Clubs;
  - (iv) at Level 4 two leagues named National Leagues 2 North and South each comprising 16 Clubs;
  - (v) at Level 5 four leagues named North Premier, Midlands Premier, South West Premier and London & South East Premier Leagues each comprising 14 Clubs;
  - (vi) at Level 6 eight leagues each comprising 14 Clubs;
  - (vii) at Level 7 in the London & South East Division and Midlands Division eight leagues each comprising 12 clubs;
  - (viii) at Level 7 in the North Division four leagues each comprising 14 Clubs;

- (ix) at Level 7 in the South West Division two leagues each comprising 12 Clubs and two leagues each comprising 14 Clubs;
  - (x) at Level 8 and below such number of leagues comprising such numbers of Clubs or teams as have been approved by the Committee.
- (b) In the 2018-19 Season, the following principles shall be effective:
- (i) not more than two lower leagues may support a higher league;
  - (ii) only Club 1st XVs may take part in the League Competition subject to any variation made pursuant to Regulation 13.2.4(b)(iii) below;
  - (iii) at Level 8 and below 1st XV, 2nd XV, 3rd XV teams etc., may, subject to Regulation 13.2.4(b)(iv) below, be permitted to play together in the leagues with the consent of the Clubs, Constituent Bodies and Divisional Organising Committees involved;
  - (iv) teams from the same Club shall not be permitted to play together in the same league;
  - (v) a Club may only play in a National League 2 North, 2 South or Divisional League according to its RFU Constituent Body allocation unless otherwise specifically agreed by the Committee or it has been required to transfer to another League pursuant to the Level Transfer Regulations;
  - (vi) subject to Regulations 13.2.4(b)(vii) and (viii) below, in the event it becomes apparent to the Committee or an Organising Committee is advised on or after 1st June prior to any season that a Club for any reason whatsoever is withdrawing from or is unable to participate in the Competition or in its League then the League in question will for the ensuing season comprise the remaining participating Clubs;
  - (vii) in the event it becomes apparent to the RFU Board of Directors or the RFU Board of Directors is advised before 1 August prior to the Season that a Premiership Club or a Championship Club for any reason whatsoever is withdrawing from or is unable to participate in or is removed from the Premiership or the Championship (as the case may be), the RFU Board of Directors may, in its absolute discretion and subject to such terms as it may decide, require that:
    - a) a Club which would otherwise play in the Championship play in the Premiership; and/or
    - b) a Club which would otherwise play in Level 3 play in the Championship;
  - (viii) where such decisions referred to in Regulation 13.2.4(b)(vii) above is made on or after 1 June prior to any season the League at Level 3 will for the ensuing season comprise fewer than 16 Clubs.

#### 13.2.5 Club Positions

- (a) Unless otherwise agreed by the Committee, the position of a Club/team shall be

established by awarding four League points for a win and two League points for a draw. An additional League point will be awarded to a team:

- (i) on each occasion it scores four or more tries in a League Match; and
  - (ii) on each occasion it loses a League Match by seven points or less.
- (b) If two or more Clubs have the same number of League points at the end of the Season, final league positions shall be determined firstly by the number of wins achieved, then the number of draws and then on the basis of match points scored.
- (i) A Club with a larger number of wins in the League shall be placed higher than a Club with the same number of League points but fewer wins.
  - (ii) A Club with a larger number of draws shall be placed ahead of a Club with a fewer number of draws.
  - (iii) If Clubs have equal League points and an equal number of wins and draws in the League then a Club with a larger difference between match points 'for' and match points 'against' shall be placed higher in the League than a Club with a smaller difference between match points 'for' and match points 'against'.
  - (iv) Should two Clubs have the same number of League points and an equal number of wins and draws, and the same match points difference, a Club having scored more match points 'for' shall be placed higher in the League than a Club having the lesser number of match points 'for'.
  - (v) If this still does not establish the positions then the Clubs involved shall be ranked according to the number of matches won, excluding the first League match of the season. If necessary this process shall be extended to exclude the second match, third match and so on until the final positions are established.

#### 13.2.6 Principles of Promotion

The principles of promotion at the conclusion of Season 2018-2019 shall be:

- (a) promotion and relegation as between the Premiership (Level 1) and the Championship (Level 2) shall be as agreed by the RFU and notified to the Clubs;
- (b) subject to Regulation 5, the top Club in National League 1 (Level 3) shall be promoted to the Championship (Level 2);
- (c) at Levels 3 and below, (subject to Regulation 13.2.6(e)), where two Leagues support one League, the top Club in each of the supporting Leagues at the end of the Season shall be promoted to the higher League (or Level). Additionally at Levels 4 and below (subject to Regulation 13.2.6(e)), the two second placed Clubs in each of the supporting Leagues shall play off in accordance with the Play-Off Regulation 13.2.10 and the winner shall be promoted to the higher Level;
- (d) at Levels 4 and below (subject to Regulation 13.2.6(e)), where one League

supports one League, the top two Clubs from the lower League at the end of the Season shall be promoted to the higher League (or Level);

- (e) for the purposes of Regulations 13.2.6(c) and (d), the position of the team(s) not eligible for promotion shall be disregarded.
  - (i) The positions of teams other than 1st XVs in Level 8 since Regulations 13.2.4(b)(ii) and (iii) apply;
  - (ii) In the event that a team would be promoted into a League in which another team of the same Club plays, as prohibited by Regulation 13.2.4(b)(iv).

### 13.2.7 Principles of Relegation

Subject to Regulation 13.2.8, the principles of relegation at the conclusion of the 2018-19 Season:

- (a) provided that the winner of Level 3 fulfils the criteria for promotion set out in Regulation 5, the lowest placed Club in the Championship shall be relegated to Level 3. If the winner of Level 3 does not fulfil such criteria and is not promoted for that or any other reason, the lowest placed Club in the Championship shall not be relegated to Level 3;
- (b) at Level 3, three Clubs shall be relegated;
- (c) at Levels 4 - 7, where two Leagues support one, three Clubs shall be relegated from the higher league and the Level Transfer Regulations shall be applied;
- (d) at Levels 4 - 7, where one League supports one League, two Clubs shall be relegated and the Level Transfer Regulations shall be applied;
- (e) at Level 8 and below Level Transfer Regulations do not apply and all Clubs shall compete in leagues on a geographical/Divisional/Constituent Body basis in accordance with Regulation 13.2.4(b)(v). Relegation at Level 7 will be applied accordingly;
- (f) at Levels 8 and below, after promotion has taken place in accordance with Regulations 13.2.6(a) to (e) inclusive above, and relegation from Level 7 has been applied on a geographical/Divisional/Constituent Body basis the requisite number of Clubs or teams shall be relegated at the end of the Season so that in the following season there are in all Leagues at Level 8 and below the same number of Clubs or teams as in the Season before or such other number of Clubs or teams as the Committee may decide;  
  
*Note: In leagues at Level 8 and below it is impossible to determine how many Clubs are to be relegated from any particular League until relegation has been applied from Level 7 on a geographical basis and the results of the play off matches are known. Both factors will have an effect on the number of Clubs to be relegated from each league at Level 8 and below.*
- (g) at Level 8 and below if Regulation 13.2.4(b)(iv) applies such that, for example, a first XV is relegated into a League in which the second XV from the same Club plays, that second XV shall automatically be relegated as one of the requisite



number of Clubs to be relegated.

### 13.2.8 Reduction in Number of Clubs

At Levels 2 to 7 (inclusive), where at the end of the Season, a League finishes with fewer Clubs than the number set out in Regulation 13.2.4 (due to merger, liquidation or other reason), then the number of Clubs relegated from that League shall be reduced accordingly by the number of Clubs it is missing. This Regulation 13.2.8 shall also apply to a League or Level where such League or Level would have a fewer number of Clubs than the number set out in Regulation 13.2.4 in the following season as a result of the application of this Regulation 13.2.8 to the Level above.

This shall apply as follows:

- (a) in the Championship, no Club shall be relegated;
- (b) in National League 1, one fewer Club shall be relegated for each Club the League is missing;
- (c) at Levels 4 - 7, one fewer Club shall be relegated from each League for each Club the League is missing;
- (d) at Levels 4 – 7, where fewer Club(s) have been relegated from the higher level in accordance with (b) and/or (c) above, equivalent fewer Club(s) shall be relegated from that Level. The Club(s) reprieved from relegation which would otherwise have occurred under Regulation 13.2.7 will be determined at each level below by the 'Best Playing Record' of all Clubs that would normally have been relegated from the two leagues that feed into the league above where reprieve(s) have applied. Save that a second Club cannot be reprieved from the same league until the other league has had the same number of teams reprieved from relegation;
- (e) where the number of Clubs which would be reprieved from relegation exceeds the number of Clubs which would be relegated under Regulation 13.2.7, the decisions as to relegation and any additional promotion shall be determined by the RFU in consultation with the Committees which would apply to the Leagues involved.
- (f) Regulations 13.2.4(b)(vii) and (viii) shall take precedence over Regulations 13.2.6 to 13.2.8 (inclusive).

### 13.2.9 Power to Vary Promotion and Relegation

- (a) Where in exceptional circumstances the strict application of Regulations 13.2.6, 13.2.7 and 13.2.8 above creates a significant disadvantage to a Club or Clubs, the Committee can effect a variation which removes or reduces the significant disadvantage for the benefit of the game of rugby union overall in the locality and the Committee may in its discretion take such factors as it deems appropriate into account.
- (b) A Club is permitted to submit an application to the Organising Committee to request an exemption from promotion subject to the following conditions:
  - (i) such request is received by the Organising Committee no later than the 31 December of the Season; and



- (ii) this right to submit a request is only available to each Club once at each level of the Leagues; and
- (iii) the Club must demonstrate that promotion would be detrimental to the finances and infrastructure of the Club;
- (c) In the event that a request is submitted in accordance with 13.2.9(b), the request will be considered by the Committee who may request such additional information and supporting evidence as it requires. If a request is approved by the Committee and a Club is granted an exemption from promotion for the next season the following will apply:
  - (i) if the Club finishes in an automatic promotion place, the highest placed Club in the league above who was due to be relegated the following season will be reprieved from relegation.
  - (ii) if the Club finishes in a play-off place, then their opponents shall be awarded a walk-over.

#### 13.2.10 Play-Offs

##### (a) Purpose

The purpose of these Regulations shall be to determine which of the two Clubs shall in addition to the first placed Club in each of the two Relevant Leagues be promoted to play in a higher League (or Level) in the following Season subject at Level 8 only to the proviso as described in RFU Regulation 13.2.6(e) above.

##### (b) Format

The two Clubs shall play one Play-Off Match against each other and the winner shall be promoted.

##### (c) Determination of winners in the event of a draw

RFU Regulation 13.6.5(a) shall apply to Play-Off Matches.

##### (d) Venue

A Play-Off Match shall be held at the ground of the Club with the Best Playing Record.

#### 13.2.11 Level Transfer Regulations to be applied at the end of the 2018-19 Season to determine the Level Transfers for the 2018-19 Season:

- (a) These Regulations shall be called the Level Transfer Regulations and will only be applicable to Levels 4 to 7 (inclusive but excluding Clubs relegated from Level 7 to Level 8).
- (b) After promotion and relegation into and between Levels 4 – 7 has been effected pursuant to 13.2.6 to 13.2.10 (inclusive), Clubs shall in the first instance be placed in the League consistent with their Divisional and Constituent Body affiliation.

*Note: Clubs that opted for a Permanent Level Transfer to another Division*

*and/or Constituent Body for league purposes will be considered affiliated to their adopted Division/Constituent Body for the purposes of 13.2.11(b) only. Thereafter they are subject to the Level Transfer Regulations. The RFU Rugby Growth Department holds a definitive list of these Clubs. Applications to transfer or return must be approved by the Adult Competitions Management Sub-committee.*

- (c) In the event that promotion and relegation pursuant to Regulation 13.2.11(b) above does not produce the Correct Number of Clubs for the following Season in two or more leagues, a Club or Clubs shall (subject to the provisions of 13.2.11 (f) and (g) below) be Level Transferred to restore the Correct Number of Clubs. Club(s) will be selected for Level Transfer in accordance with Regulations 13.2.11(d) and (e) below.
- (d) Subject to Regulation 13.2.11 (f) and (g) below, all Clubs in a League included in the process to produce the Correct Number of Clubs shall be liable to be transferred in accordance with the procedure set out in Regulation 13.2.11(e).

*Note: This Regulation applies whether a Club has remained in the League following the Season or has been promoted or relegated into it pursuant to Regulation 13.2.11 (b).*

- (e) The following procedure will be utilised in deciding which Club(s) is (are) Level Transferred:
  - (i) The Organising Committee(s) will determine the number of moves required to satisfy the overall imbalance which causes the least inconvenience to all Clubs affected. Thereafter it will identify all the Clubs that could reasonably make the required move(s) who will initially be invited to make the Level Transfer(s) voluntarily.
  - (ii) In the event that too many of the identified Club(s) or insufficient of them decline to make the Level Transfer voluntarily to ensure that each League has the Correct Number of Clubs selection of Clubs for Level Transfer will take place in the following order and repeated (including the Club(s) previously selected) until each League has the Correct Number of Clubs:
    - (a) Club(s) that competed in the League to be augmented in the Season and which volunteer(s) to remain there for another season;
    - (b) Club(s) that volunteer(s) to take a Level Transfer;
    - (c) Subject to the provisions of 13.2.11(f) and (g) below, Club(s) with the Lowest Total Mileage between it (them) and all the Clubs that remain in the League to be augmented.
    - (d) Where two Clubs have an identical Lowest Total Mileage (see definition) and (subject to Regulation 13.2.11 (g)) a choice between those Clubs has to be made the following will apply in sequence:
      - (i) the Club(s) with the Lowest Total Mileage in their home league consistent with their Divisional and Constituent Body affiliation shall remain in that league and the other Club(s) shall be Level Transferred;

- (ii) Where two Clubs have an identical Lowest Total Mileage in their home league, the Club(s) that competed in Season 2018-19 in the league to be augmented in Season 2019-20 shall remain there for another season; or
- (iii) in the absence of any Club competing in the league to be augmented, if one of the Clubs competed at a lower league Level in Season 2018-19 then that Club shall be asked if it wishes to take a Level Transfer, if not the Club that competed at a higher league level shall be subjected to the Level Transfer; or
- (iv) if both Clubs competed at the same level in Season 2018-19 then the Club with the Best Playing Record shall be asked if it wishes to take a Level Transfer and if not, the other Club shall be subject to the Level Transfer.

*Note: In the event that the request for Clubs to volunteer produces more than the required number of Clubs to ensure that there is the Correct Number of Clubs in each League Regulation 13.2.11(e)(ii)(c) above will be invoked but including only those Clubs that have volunteered for the Level Transfer.*

- (f) At the conclusion of the procedure described in 13.2.11(e) above, if a Club subject of a Level Transfer in the previous season(s) is returned to a league consistent with its Constituent Body or Divisional affiliation other than on promotion or relegation, that Club shall be entitled to remain in that League for two seasons provided it is not promoted or relegated at the end of the first season unless it volunteers for a Level Transfer.
- (g) Where in exceptional circumstances the strict application of Regulations 13.2.11(e) and 13.2.11(f) above creates a significant disadvantage to a Club (or Clubs) whether such Club or Clubs is (are) the Club(s) to be transferred pursuant to Regulation 13.2.11(e) above or other Club(s) affected by the proposed transfer in terms of travelling time, cost or because of local geography considerable other inconvenience AND the Organising Committee can effect a Level Transfer which removes or reduces that significant disadvantage for the benefit of the game of rugby union football overall in the locality the Organising Committee may in its absolute discretion take such factors (in addition to or instead of Lowest Total Mileage) into account when deciding which Club(s) are to be Level Transferred.

## **Cups**

13.2.12 The Cup Competitions for the 2018-19 Season shall be called:

- (a) The RFU Championship Cup, which shall be between the eligible Clubs and all matches will be played in accordance with the RFU Championship Cup Regulations.
- (b) Intermediate Cup - 'The Intermediate Cup', which shall be between those eligible Clubs which are invited and agree to play in it. All matches shall be

played in accordance with these RFU Regulations;

- (c) Senior Vase - 'The Senior Vase', which shall be between those Clubs which do not take part in the Intermediate Cup and are invited and agree to play in it. All matches shall be played in accordance with these Regulations;
- (d) Junior Vase - 'The Junior Vase', which shall be between those Clubs which do not take part in the Intermediate Cup or Senior Vase and are invited and agree to play in it. All matches shall be played in accordance with these Regulations.

### 13.2.13 Format of Cup Competitions for the 2018-19 Season

- (a) The format of the Intermediate Cup shall be as follows:
  - (i) it shall comprise semi-finals and a final;
  - (ii) each Divisional Organising Committee shall nominate one (1) Club at Level 7 to enter the Intermediate Cup;
  - (iii) the semi-finals will be played on an area basis, namely the Northern Division with Midland Division and London and South-East Division with South-West Division.
- (b) The format of the Senior Vase shall be as follows:
  - (i) it shall comprise semi-finals and a final;
  - (ii) each Divisional Organising Committee shall nominate one (1) Club at Level 8 to enter the Senior Vase;
  - (iii) the semi-finals will be played on an area basis, namely the Northern Division with Midland Division and London and South-East Division with South-West Division. Draws will be made accordingly;
- (c) The format of the Junior Vase shall be as follows:
  - (i) it shall comprise semi-finals and a final;
  - (ii) each Divisional Organising Committee shall nominate one (1) Club at Levels 9 and below to enter the Junior Vase;
  - (iii) the semi-finals will be played on an area basis, namely the Northern Division with Midland Division and London and South-East Division with South-West Division. Draws will be made accordingly;
- (d) Draws in Cup Competitions shall be made as follows:
  - (i) draws for each Cup Competition will be arranged by the Committee, which shall if it considers it to be in the interest of the Cup Competition generally or the Clubs participating therein be entitled to give byes to one or more Clubs selected by the Committee in its sole and absolute discretion. The draws shall be made during the seven days following the weekend specified for the completion of the preceding round;
  - (ii) if, having agreed to participate, any Club does not take part in the Cup

Competition(s) or having participated fails to honour a fixture then that Club's opponents in the round as drawn will receive a bye into the next round; in addition and, without prejudice to RFU Regulation 13.10 or any other action that may be taken by the Committee, that Club will not be entitled to any distribution under RFU Regulation 13.8;

- (iii) in the event of inequality of the number of Clubs from each Local County, Region, Semi-Division, Division or area, in respect of either or any of the rounds and notwithstanding the provisions of RFU Regulation 13.2.13(a) above, there shall be preliminary draws held before the draws of either or any of the rounds, in order to provide an even number of Clubs to participate in such draws. The Committee will in its sole and absolute discretion make the necessary arrangements and take such decisions as it deems appropriate particularly in relation to travel distances for the holding of any such preliminary draws in the interests of the Competition and the participating Clubs generally;
- (iv) subject to RFU Regulations 13.2.13(d)(v) and (vi) below the first named Club to be drawn in a match up to and including the semi-finals shall be the home team, and unless otherwise mutually agreed, the venue of that match shall be the ground of such home team. The final shall be played at a venue determined by the Committee;
- (v) if the first-named Club to be drawn in a match plays its home fixtures in the Isle of Man or the Channel Islands, the match shall, unless both Clubs agree to play off-shore at the expense of the off-shore Club nevertheless, be played on the mainland of England (including for the purposes of this Regulation the Isle of Wight) either on the ground of the second named Club to be drawn or, if the Isle of Man or Channel Island Club shall so wish, on the ground of any other Club on the mainland of England within the area of the Constituent Body to which the Isle of Man or the Channel Island Club is allocated. In this event, all arrangements which are to be agreed with the host Club shall be made by the Isle of Man or Channel Island Club, which shall be responsible for any ground expenses incurred and shall be at no cost to the host Club involved;
- (vi) if the Committee so decides in its absolute discretion that the ground of the home team is not suitable for the staging of the semi-final for safety or any other substantial reason it shall have the power to require the said semi-final be played on another ground as close as possible to the ground of the home team, in which case it shall specify the financial arrangements, and the team drawn first shall be deemed to be the home team.

#### 13.2.14 Dates of Rounds

The dates of the Intermediate Cup, Senior Vase and Junior Vase shall be as set out in the Structured Season.

### **13.3 Eligibility – Clubs and Constituent Bodies**

#### **League**

13.3.1 Subject to RFU Regulation 13.3.6 the League Competitions shall be open to:

- (a) any Club in membership with the RFU; or
- (b) a Club, which is not a member of the RFU, subject to the requirement that it must be able to demonstrate for the Season that it will be (and in the season previous it was) capable of satisfying the criteria for membership of the RFU. In addition the Club must agree to be bound by RFU Regulation 19 and procure that its players recognise and agree to be bound by RFU Regulation 19. A Club not a member of the RFU must in the opinion of the Committee have demonstrated in the previous season that it is capable of fulfilling a League programme but was not able to satisfy criteria for membership of the RFU for the previous two years; or
- (c) a Club permitted to play in a league by the RFU on a temporary basis.
- (d) a University Club (or any other educational establishment) provided that the Club is able to demonstrate to the Committee that it has:
  - (i) completed a regular fixture list on Saturdays for over 2 Seasons; and
  - (ii) it has a sufficient number of players in residence locally to the Club; and
  - (iii) it has a separate constitution to the University's (or other such establishment's) Athletic Union.

13.3.2 In the Season any Club applying to join the League Competition(s) must be placed in the bottom League in its Division subject to the following two exceptions:

- (a) where an application made for a variation of this Regulation is made under RFU Regulation 13.1 with the support of not only the Constituent Bodies concerned but also the Clubs in the League concerned (and the consent of the Clubs in the Leagues below) that a Club joins at a higher Level is approved by the Committee;
- (b) where there has been a bona fide corporate restructure of a Club in compliance with RFU Regulations in connection therewith and the consent of the Committee (which it may in its absolute discretion withhold) has been granted in which case that restructured Club may be entitled to retain the League position of the Club prior to its restructure subject to RFU approval.

13.3.3 No application for entry to the League will be accepted if it is made later than 1 April preceding the Season. The approval to such entry of the Committee and of the appropriate Divisional Organising Committee must be obtained.

## **Cups**

13.3.4 Subject to RFU Regulations 13.3.6 and 13.3.7 such Competitions shall be open as follows:

- (a) RFU Championship Cup - in accordance with the Championship Cup Regulations.
- (b) Intermediate Cup - the Clubs at Level 7 provided that they have complied with



such criteria and/or restrictions as the Club's Constituent Body or the Committee wishes to impose and which having been invited to participate have accepted the invitation by the due date specified.

- (c) Senior Vase – the Clubs at Level 8 provided that they have complied with such criteria and/or restrictions as the Club's Constituent Body or the Committee wishes to impose and which having been invited to participate have accepted the invitation by the due date specified thereon.
- (d) Junior Vase - all Clubs at Levels 9 and below which have complied with such criteria and/or restrictions as the Club's Constituent Body or the Committee wishes to impose and which having been invited to participate have accepted the invitation by the due date specified thereon.

### **County Championship Competitions**

13.3.5 The Counties shall compete in the County Championship Competitions as set out in RFU Regulation 13.11.

### **Conditions on Membership or Participation**

13.3.6 The Committee shall have the power at any time prior to or during the Season to impose conditions upon the membership or continued participation of any Club or Constituent Body in any RFU Competition (excluding the Premiership and Championship). Any Club or Constituent Body failing to comply with such conditions shall not be entitled to enter the RFU Competition or to continue to participate in it.

13.3.7 In respect of Cup Competitions (excluding the RFU Championship Cup), the Committee:

- (a) in its discretion may disregard a sanction of either deduction of League points or relegation for the sole purpose of assessment by the Committee as to whether or not that Club should be entitled to enter any RFU Cup Competition;
- (b) determine that any Club which failed to honour a fixture in any RFU Cup Competition in the previous Season (or which withdrew from such competition subsequent to 1 August 2018 having previously agreed to take part) or any other Club which in its opinion should not be permitted to take part in the Competition shall not be eligible to participate in any RFU Cup Competition.

## **13.4 Eligibility and Restriction on Players**

### **13.4.1 Registration**

- (a) A Club may only play or select as a replacement or substitute players who hold Effective Registration for that Club in accordance with the Adult Player Registration Regulations set out in Regulation 14. The only conclusive evidence of Effective Registration is the Computerised Record held by the RFU as at the kick-off time of the match in which such players are selected to play or be a replacement as listed on the match card. Each Club is responsible for ensuring its strict compliance with this Regulation and must take all reasonable steps to ensure compliance.
- (b) The only exception to Regulation 13.4.1(a) above applies to League Matches at Level 9 and below only, and is that two unregistered players may be selected as

players or replacements without penalty provided they are eligible for registration and do not play on a second or subsequent occasion until correct papers are lodged with the Registrar or in the case of online Registration the procedural obligations have been fulfilled; and such players are not Effectively Registered with another Club and are identified on the match card as not having Effective Registration and with their Date of Birth.

- (c) If a Club wishes to play or select a player who does not hold Effective Registration for that Club, it must take all reasonable steps to comply with Regulation 13.4.1(b). In the event of breach, the Committee may take into account the following:
- (i) whether diligent enquiry has been made by the Club to ascertain that the player is not registered with another Club;
  - (ii) whether the Club made enquiries with its League Secretary or simply requested a player to confirm his status;
  - (iii) in the event of a mistake, whether that mistake is acceptable in the opinion of the Committee.

#### 13.4.2 Suspended Players

No Club or Constituent Body shall knowingly play in any match players who have been suspended or expelled by the RFU.

#### 13.4.3 Foreign Players

At Levels 4 and above, a Club may not play or select as a replacement or substitute more than two Foreign Players in any match.

#### 13.4.4 Loan and England Academy Players

A Club may not play or select as a replacement or substitute in a Match more than the number of Players set out below:

- (a) Level 1 (Premiership): no more than three Loan Players and unlimited England Academy Players under the age of 24 as at 1 September 2018.
- (b) Level 2 (Championship): no more than three Loan Players and no more than ten England Academy Players under the age of 24 as at 1 September 2018.
- (c) Level 3: no more than three Loan Players and no more than eight England Academy Players under the age of 24 as at 1 September 2018. After the Transfer Deadline, only those England Academy Players who have already played or been selected as a replacement or substitute in a Match for the Club prior to the Transfer Deadline will be permitted to be selected for the Club, unless otherwise approved by the RFU Head of Academies.
- (d) Level 4 and below: four players from another Club of which no more than three shall be Loan Players and the others (up to the maximum of four) must be England Academy Players under the age of 24 as at 1 September 2018.

#### 13.4.5 Players in Representative Matches



## England or Other National Unions

A Club is not permitted to postpone a match notwithstanding any of its players being required to play a Representative Match on the date specified for a League Match.

### 13.4.6 Cup-tied Players

- (a) A Club may not be represented in any match in the Intermediate Cup, Senior Vase and Junior Vase by any person who has played or been selected as a replacement for another Club in the same Cup Competition in the current Season.
- (b) A Club may not be represented in any match in the Intermediate Cup, Senior Vase and Junior Vase by any person who has played or been selected as a replacement for another Club in a Cup Competition ranking above it in the current Season.

*Note: Cup Competition ranking: - Intermediate Cup (Highest Ranking), Senior Vase and Junior Vase (Lowest Ranking)*

*Note: In order to check if a player is cup-tied, please contact the RFU not less than 72 hours before the match.*

- 13.4.7 Any Player who is a Senior EPS Player at the start of the Season or who is selected during the Season to be a Senior EPS, is only eligible to play in the Championship and Premiership.

## 13.5 Replacements and Substitutes

- 13.5.1 The specific Regulations relating to replacements and substitutions are set out in Appendix 2 of RFU Regulation 13.
- 13.5.2 In matches where rolling substitutions and/or the man-off rule are permitted, the regulations set out in Appendix 2 of RFU Regulation 13 will apply.

## 13.6 Match and Fixture Management

### 13.6.1 Fixture Lists

Fixture lists in respect of League Competitions shall be prepared by the Committee. A copy shall be sent to the RFU by 15 June in each year. Such fixtures shall be deemed to have been approved by the RFU (which has the right to object to such fixtures) unless notice to the contrary is given within seven days of the receipt by the RFU or such longer period of time where circumstances certified by the RFU as being exceptional occur which renders it impossible to give such notice within the specified time and/or necessitates a change subsequent to approval or deemed approval.

### 13.6.2 Teams

Every Club must in all matches in any League Competition play its strongest possible first XV (save where a match involves its second or lower XV at Level 8 or below) unless agreed otherwise by the Committee.

### 13.6.3 Kit

#### Clash of Colours

- (a) In the event of Clubs having clashing or similar colours:
- (i) At Levels 3 to 5, the away team shall be responsible for changing its colours subject to the satisfaction of the appointed Referee.
  - (ii) At Levels 6 and below, the home team shall be responsible for changing its colours subject to the satisfaction of the appointed Referee.
  - (iii) In the Cup Competitions, the home team shall be responsible for changing its colours subject to the satisfaction of the appointed Referee;
- unless the Organising Committee of the League or Cup Competition concerned has in its regulations or administrative instructions specified the alternative team must change its colours.
- (b) In respect of a Cup Competition match played at a neutral venue, the home team will be decided by the toss of a coin at least two days before the match by the Committee in the presence of two independent witnesses.

#### Numbering

- (c) The jerseys of Clubs should all be numbered in accordance with any World Rugby requirements in order to ensure the correct identification of all players and replacements during a match.

### 13.6.4 Matches

#### (a) Dates

All matches in any RFU Competition other than the Premiership and the Championship must be played on Saturday unless some other date is specified by the Committee or agreed by the Clubs and also the Committee.

#### (b) Times

- (i) In the absence of an alternative requirement from the Committee appropriate to the RFU Competition concerned, a match will start at the home Club's usual kick-off time which shall be between:
  - (A) 2.00pm and 3.00pm on weekends and public holidays; and
  - (B) 7.00pm and 8.00pm on weekdays.
- (ii) The two Clubs concerned may agree an earlier or later kick-off time, however, any such agreement must be notified to the Committee no later than three days prior to the date of the match.
- (iii) In any event, the Committee retains the power to specify any kick-off time. It may, if it wishes, permit written representations from the two Clubs concerned in this regard.

(c) Delays

Any delay from the specified or agreed kick-off time may be reported by the non-offending Club or the Referee to the Committee of the Competition concerned and may lead to sanctions being imposed.

(d) Toss

The toss for and the decision as to who will kick-off or will choose ends and which end each team will have in the first half of the match must have been taken no later than 15 minutes before kick-off.

(e) Home and Away

All League Matches shall be played on a home and away basis unless agreed otherwise by the Committee.

*Administrative Note: Where a Club is forbidden from playing on its home ground for disciplinary reasons the match must still take place on the scheduled date and such other pitch as the Club may use for the purposes of this Regulation be deemed to be the Club's home ground.*

(f) Half time interval

All Matches shall be of 80 minutes duration, divided into two halves of 40 minutes each. In all matches, the interval between each of the two halves shall not be more than 15 minutes (unless both teams agree otherwise to a shorter period) during which time the teams may leave the playing enclosure. For matches at Level 5 and below, the Referee has the right to insist that the half time interval is shorter and that the teams shall not leave the pitch.

### 13.6.5 Drawn Matches (Cup Competitions and Play-Off Matches only)

(a) All knock out matches including Play-Off Matches (except Semi-Finals (where played at neutral venues) and Finals)

- (i) In all knock out matches if after 40 minutes of play each way the scores are level, there shall be a five-minute break. After this break, the teams will change ends and there shall be a period of extra time between the teams of 10 minutes each way, with a one-minute interval.
- (ii) If the scores are then still equal, the team that has scored most tries shall be declared the winners.
- (iii) If this does not produce a result, the team that has scored the most goals from tries shall be declared the winners.
- (iv) If the scores remain equal, in all matches save for the Semi-Finals (where played at neutral venues) and Final, the away team shall be declared the winners.

(b) Semi-Finals (where played at neutral venues) and Finals

- (i) In the Semi-Finals (where played at neutral venues) and any Final

where the Organising Committee agrees, there shall be after a five minute break extra time between the same teams of 10 minutes each way with a one minute half time. If the scores are still level, the team that has scored the most tries shall be the winner. If this does not produce a result, the team that has scored the most goals from tries shall be the winner.

(ii) In the Finals, if after 40 minutes play each way the scores are level, the team that has scored the most tries shall be the winner. If this does not produce a result, the team that has scored most goals from tries shall be the winner.

(iii) If no result is achieved under Regulations 13.6.5(b)(i) or (ii), the result shall be decided as follows:

(a) Each team shall nominate one player from its number on the field of play at the final whistle to participate on its behalf in a place kicking competition;

(b) Starting with the kicker from the team that kicked-off the match, each kicker in turn shall attempt a place kick from the pre-determined positions indicated in Regulation 13.6.5(b)(iii)(d) below until such time as, after an equal number of attempts, one kicker has kicked more goals than the other;

(c) These attempts will be made towards the goal posts nearest the players' entrance tunnel to the pitch or in the event of both sets of goal posts being of equal distance from the players entrance tunnel the goal posts to the left of the said tunnel when emerging from it;

(d) The attempts will be taken from the following positions in turn, repeating the sequence until a winner is decided:

- the centre of the 22-metre line
- the intersection of 22-metre and 15-metre lines to left of posts facing
- the intersection of 22-metre and 5-metre lines to left of posts facing
- the intersection of 22-metre and 15-metre lines to right of posts facing
- the intersection of 22-metre and 5-metre lines to right of posts facing.

### 13.6.6 Postponed Matches

#### League Matches at Levels 3-4 (inclusive)

(a) Where a home Club at Level 4 and above is concerned, or has any cause to doubt, the suitability of the Pitch or Weather Conditions making the match potentially unplayable:

(i) The home Club must contact the RFU Match Official Department as early as possible and in any event before 5.00pm on the day preceding the match to request a pitch inspection.

- (ii) The home Club must also inform the away Club and the Committee that the match is in doubt due to the pitch being unplayable as a result of poor Weather Conditions (or the forecast of poor Weather Conditions) as soon as reasonably practicable.
- (iii) A suitably accredited RFU Match Official (not a person, whether a Referee or not, who regularly acts as a Club's Fourth Official or who is a member of the home Club) must confirm the postponement after an inspection of the match pitch. Such a pitch inspection by an independent accredited RFU Match Official must take place before the time the away Club intend to travel to fulfil the fixture.
- (iv) If the inspecting accredited RFU Match Official decides the pitch is unplayable and/or likely to be unplayable before 5.00pm on the day preceding the match, the home Club must immediately inform the RFU, the Organising Committee (or its delegate) and the Match Officials as well as the away Club. If the accredited RFU Match Official decides the pitch is unplayable after 5.00pm on the day preceding the match, the home Club must immediately notify the away Club, the Committee and the Match Officials. Alternatively, if the inspecting accredited RFU Match Official deems the pitch playable and/or likely to be playable the home Club must act on that judgement and notify the away Club accordingly.
- (v) When a late decision (i.e. within 3 hours of kick-off) as to the fitness of the pitch for playing a match is necessary, the decision shall be made by the accredited RFU Match Official in accordance with the NCA pitch inspection protocol. If one or both of the captains do not agree for the match to proceed, the match will not be played and the matter will be referred to the Organising Committee to decide upon what action shall be taken in accordance with RFU Regulation 13.6.11 and the NCA pitch inspection protocol. Any match that is not played on the grounds that the pitch was unfit or for any other substantial reason shall be notified by the home Club to the Organising Committee within 48 hours of the decision to not play the match.

Intermediate Cup, Senior Vase, Junior Vase and League Matches at Levels 5 and below

- (b) Where a home Club in Intermediate Cup, Senior Vase, Junior Vase and Levels 5 and below, is concerned or has any cause to doubt the suitability of the Pitch or Weather Conditions making the match potentially unplayable:
  - (i) The home Club must as soon as it is aware of the position advise their opposition and the League Secretary (or relevant Organising Committee in the case of Cup Competitions) of its concerns and keep them advised of the position. All steps possible should be taken to prevent unnecessary travel.
  - (ii) If a Club is concerned or has any doubt that the match may need to be cancelled for Pitch or Weather Conditions, it must try to obtain an opinion of a member of the Club's Local Referees' Society as to whether the match is likely to be played or cancelled. A Match should not be cancelled because of Pitch or Weather Conditions without an inspection

of the pitch by a Referee or the agreement of the League Secretary (or relevant Organising Committee in the case of Cup Competitions).

- (iii) A Club whose home ground is unfit to play must seek an alternative venue. In the event of Clubs failing to agree on the suitability of the alternative venue, a ruling can be made by the Organising Committee. During the first part of the season, Clubs playing in home and away Leagues will be expected in the first instance to exchange the venue to the one originally scheduled for the second half of the Season.
- (iv) When a late decision (i.e. within 3 hours of kick-off) as to the fitness of the pitch for playing a match is necessary, the decision shall be made by the captains of the teams involved. If the captains agree for the match to proceed, the Referee is still entitled to decline to referee any match on safety grounds or other substantial reason. If one or both of the captains do not agree for the match to proceed, the match will not be played and the matter will be referred to the Organising Committee to decide upon what action shall be taken in accordance with RFU Regulation 13.6.11. Any match that is not played on the grounds that the pitch was unfit and for any other substantial reason, shall be notified by the home Club to the League Secretary (or relevant Organising Committee in the case of Cup Competitions) within 48 hours of the decision to not play the match together with the view of the Referee of the fitness of the pitch and the provisions of RFU Regulation 13.6.11 shall apply. Any team refusing to play a match due to unplayable conditions must provide supporting evidence of such unsuitability.

#### 13.6.7 Abandoned Matches

- (a) Weather Conditions (which shall be deemed to include bad light in the sole opinion of the Referee)

##### Less than 60 Minutes Played

- (i) If Weather Conditions solely prevent a match being played or result in a Match being abandoned with less than sixty minutes having been played, then the match will be replayed in accordance with RFU Regulation 13.6.10 unless the Committee exceptionally and in its absolute discretion agrees / specifies otherwise.

##### 60 or more Minutes Played

- (ii) If a match is abandoned solely because of Weather Conditions when sixty or more minutes have been played, then the score at the moment of abandonment shall stand and be deemed the final score in the match. The Referee's decision as to the necessity for abandonment and the number of minutes played at the moment of abandonment shall be final.

- (b) Other Reasons

If the Referee finds it necessary to abandon a match for any reason other than Weather Conditions, then, irrespective of the number of minutes played, the following shall apply:

- (i) If it is possible for the match to be reconvened on another pitch at the hosting venue and that pitch is compliant with the applicable World Rugby Regulations, the match must be reconvened on such pitch unless the Referee deems (in his or her absolute discretion) that such pitch is unsuitable or that it is inappropriate to reconvene the match; or
- (ii) If it is not possible to reconvene the match on another pitch in accordance with RFU Regulation 13.6.7(b)(i), the result of that match shall be reviewed and determined by the Organising Committee (or its delegate). The Organising Committee (or its delegate) may order the match to be replayed in accordance with RFU Regulation 13.6.10 and/or impose such other sanction as it deems appropriate.

#### 13.6.8 Notification

- (a) When a match is abandoned, the home Club must notify the Organising Committee (or its delegate) of the reason for non-playing or non-completion of the match as soon as possible but in any event within 24 hours of the event.
- (b) A Match Result Card (which has been duly signed by the Referee) must also be submitted in accordance with RFU Regulation 13.6.12 and 13.6.13 below which, if appropriate, states the number of minutes played, the score, and the reason for the abandonment.

#### 13.6.9 Fixtures involving Suspended Clubs

Any Club which is suspended from playing rugby union football for disciplinary reasons will not be permitted to re-arrange any fixtures falling to be played within the period of the suspension. The effects thereof on the non-offending Clubs in the League concerned shall be dealt with by the Organising Committee of the League concerned under RFU Regulation 13.6.11 below.

#### 13.6.10 Re-scheduling or Re-arranging Matches

- (a) A League Match shall be replayed on the Next Available Weekend unless some other date is specified by the Committee.
- (b) A Cup match shall be replayed prior to the next round on a date specified by the Organising Committee.
- (c) League Matches (including rearranged matches) take precedence over all other matches other than RFU Cup Competitions.

#### 13.6.11 Clubs unable to fulfil fixtures (League Competitions only)

- (a) A Club must fulfil its matches in League Competitions in compliance with these Regulations.
- (b) If the Organising Committee considers that a Club has unjustifiably failed to fulfil its obligations, it may deduct League points from that Club and/or order the match to be replayed (provided it has regard to promotion and relegation issues in any relevant League, including the effect on other Clubs, and to the commitments of the Clubs concerned). In 'Home and Away' leagues when the first fixture is defaulted by the 'away' team the return fixture shall be reversed and take place at the ground of the non-offending Club. For the avoidance of



doubt, lack of players or insufficient front row players with Effective Registration whether through injury, illness or because of work or other commitments shall not be deemed to be a justifiable reason for not playing or seeking a postponement of a League Match.

- (c) At Level 8 and below, where the Organising Committee has been advised by a Club that it is unable to fulfil a League fixture because it does not have at its disposal sufficient players having Effective Registration (or sufficient players capable of playing in the front row) and the Organising Committee is satisfied with the explanation, the Committee may prior to the non-playing of the League Match providing (i) the fixture with the opposition Club is honoured (albeit with unregistered or borrowed players) on the scheduled date or the Club was prepared to honour the fixture on the scheduled date, (ii) its non playing is not the fault of the Club with insufficient Effectively Registered players, and (iii) it takes account of the effect on other Clubs in the same League in its absolute discretion agree that:
  - (i) the League Match need not be replayed at a future date;
  - (ii) the result of the unplayed League Match will be a 0-0 win for the non-offending Club when the score will be determined by the Organising Committee;
  - (iii) there will be no competition points deduction for the Club that was unable to honour the fixture with players having Effective Registration.
- (d) A Competition Match played pursuant to the authority of the Organising Committee under RFU Regulation 13.6.11(c) or any unplayed match where a notional 0-0 win or loss is recorded or where a match is not played for any other reason (for the purposes of this RFU Regulation 13.6.11(d) called 'an unplayed match') may at the end of the Season give rise to a requirement that the Organising Committee should cause an adjustment of match points of one or more Clubs to properly determine promotion (league winners or runners up) or relegation in accordance with RFU Regulation 13.2.6 to 13.2.10 (inclusive).
  - (i) an adjustment of match points will be made if either Club involved in the unplayed match is a contender for promotion (league winners or runners up) or relegation by virtue of an equal number of League points;
  - (ii) all match points in the corresponding fixtures of all other contending Clubs will be removed from the playing records (a corresponding fixture is defined as the scheduled fixture at the same venue as the unplayed match or in a League where Clubs play each other once only regardless of venue);
  - (iii) the adjustment referred to in Regulation 13.6.11(d)(i) above will not be made if it benefits the defaulting Club in the unplayed match to the detriment of another Club. Further where two or more Clubs have complete records their positions relative to each other will remain unchanged by adjustments caused by a defaulting Club in an unplayed match.
- (e) Where it appears to the Organising Committee of the League concerned that a Club is incapable of completing its League programme for reasons unacceptable



to the said Organising Committee, or if a Club voluntarily withdraws from a League, or if a Club is expelled or suspended from a League or from membership of the Competition, (for the purposes of RFU Regulation 13.6.11(f) below called the defaulting Club been deleted) the results of all matches played by it shall (subject to the power of the Organising Committee in RFU Regulation 13.6.11(f) hereunder) be deleted for all purposes and the final league table positions shall then be established under RFU Regulation 13.2.6 to 13.2.10 (inclusive) from all matches played between the remaining Clubs in the League.

- (f) If the circumstances set out in Regulation 13.6.11(e) occur and the deletion of the results of all matches played by the defaulting Club causes a situation whereby another Club is deprived of promotion from or being a runner up in the League concerned or gives rise to a Club being relegated from the League concerned which event would not have occurred had the results of all matches played by the defaulting Club not been deleted the Organising Committee may exceptionally upon the application of the Club adversely affected (such application having been made within three working days of the final League match being played by the Club adversely affected or such earlier date as the Organising Committee reasonably decide and notified to the adversely affected Club) make an adjustment of League or match points or take such other action so that any adverse effect upon the Club is removed.

## **Notification of Match Results**

### **13.6.12 Completion of Match Result Card**

Match Result Cards will be supplied to all Clubs by the RFU (which may include electronic match card).

#### **(a) Club Responsibility**

- (i) Each Club shall be responsible (i) for correctly completing the Match Result Card in accordance with these Regulations and any other relevant instructions and (ii) submitting the completed Match Result Card to the Referee (or such person who is designated by him) no later than 15 minutes before kick-off.
- (ii) At Levels 1-4 inclusive, each Club shall also be responsible for submitting the computerised player registration list to the Referee together with the Match Result Card.
- (iii) Once a Match Result Card has been submitted to the Referee, it cannot be altered unless the other Club and Referee agree. If a Club refuses to agree to an alteration to a Match Result Card, this may be reported to the League Secretary within 48 hours of the completion of the match and the position will be considered by the Organising Committee.

#### **(b) Referee**

- (i) At Levels 3 and 4, the Referee must check the Match Result Card and the computerised player registration list 15 minutes before the match commences.
- (ii) At all Levels, the Match Result Card must be signed by the Referee and officials from both Clubs (which may include electronic match card).

- (iii) At all Levels, the Referee may make reference on the Match Result Card to any breach of any of these Regulations.

(c) Accuracy of Information

Each Club must ensure that information provided on a Match Result Card is accurate and legible. The provision of false or misleading information on players or replacements shall be a serious breach of this Regulation and may give rise to a severe penalty.

#### 13.6.13 Notification of Results

- (a) Match Results and Cards must be notified and submitted in accordance with the relevant Administration Instructions.
- (b) In Cup Matches the Secretary of the Home Club shall be responsible for informing the person, firm or company appointed by the Committee of the result by 5.30 pm on match day and the match result cards submitted by both teams must reach whosoever is nominated by the Committee by 10.00 am on the Tuesday following the match.

#### 13.6.14 Match Footage

- (a) At Levels 3 and 4 the home Club is responsible for supplying an un-edited copy of the match footage to the away Club. The footage must be uploaded and made available to the away Club within four days of the match.
- (b) Clubs must also comply with RFU Regulation 19 regarding the provision of any match footage to a Disciplinary Panel.

### 13.7 Grounds

#### Pitch

13.7.1 It is the responsibility of the home Club to ensure the availability of a pitch and to correctly and clearly mark its pitch.

13.7.2 Where an Artificial Pitch is to be used the Club where the pitch is situated must comply with World Rugby Regulation 22.

#### Barrier from Field of Play

13.7.3 Each home Club playing a match in an RFU Competition must make provision:

- (a) to ensure that (with the exception of Permitted Personnel as defined in 13.7.6 below) all other persons are kept at a reasonable distance from the playing area by permanent or temporary barriers; and
- (b) for two Technical Areas one for each team in a match to which Permitted Personnel (when not undertaking their duties) are to be restricted during the match other than for the period of half-time.

13.7.4 At Level 5 and below and only where the Club committee is satisfied it is impractical or unnecessary for permanent or temporary pitchside barriers or Technical Areas to

be in place each Club in a match must (unless the referee agrees otherwise) ensure that:

- (a) with the exception of Permitted Personnel, all other persons remain at a reasonable distance from the playing area, and;
- (b) Permitted Personnel (when not undertaking their duties) remain on the side of the pitch designated by the home Club within an area bounded by the centre and ten metre line on the pitch and two metres from the side line of the pitch at the end of the pitch in which it's team plays the first half of the match.

13.7.5 Where there are permanent dugouts or shelters team replacements and coaching staff must confine themselves to them or remain outside the pitchside barriers, or if none, the playing enclosure (as defined by the Referee) other than when a player is about to replace a player on the pitch, when a player is temporarily suspended or for the periods of half-time.

### **Permitted Personnel**

13.7.6 No more than four water carriers per team (including medical staff and replacement players) are permitted within the pitch side or perimeter fencing or other barrier. Water carriers may only be permitted onto the playing area for the purposes of taking water to the players at such times as shall be approved by the Referee (on any other occasion players must come to the touchline to get water).

13.7.7 Any player temporarily suspended when playing must remain in the 'Technical Area' or leave the playing enclosure and be clearly and readily identifiable to the Fourth Official. Any player temporarily suspended at Level 5 and below should remain in the 'Technical Area' (if provided) or remain between the posts in the in goal area which his team is attacking or in such other place as the referee may agree.

13.7.8 Any player sent off must leave the playing enclosure.

### **Floodlights**

13.7.9 Floodlighting for adult men's league and cup rugby fixtures must achieve the performance criteria outlined in table below. This must be evidenced through a lux certificate not more than 3 years old.

	<b>Levels 2-5</b>	<b>Levels 6-12</b>
<b>Maintained Illuminance</b>	200 lux	100 lux
<b>Uniformity</b>	0.6	0.5

The figures in the above table apply to the entire playing area, which includes the field of play and the in-goal areas. The pitch perimeter area must achieve a lighting level that is 25% of the total lux level of the playing area.

## **13.8 Finance**

13.8.1 Funding

- (a) The Committee shall notify the relevant Clubs of its decision regarding funding and distribute monies in its absolute discretion as it considers appropriate for the benefit of the Clubs in each RFU Competition.
- (b) In respect of each RFU Competition, an annual fee may be payable by each participating Club in order to cover the administrative operating expenses. This fee will be determined annually by the Committee and shall be due and payable not later than 1 September in each year or on such other date as the Committee may determine from time to time.
- (c) The Committee may establish a reserve fund for such purpose(s) as it may from time to time determine.
- (d) Clubs failing to register claims for monies allocated to them by the date notified to them will not be eligible for payment of sponsorship or other monies.

#### 13.8.2 Sponsorship, Financial Assistance or Gifts

Any proposal involving an offer of sponsorship, financial assistance or gifts for a RFU Competition or combination of RFU Competitions must be submitted to the RFU for approval which it will not refuse or delay unless such offer or the terms thereof would cause the RFU to be in breach of any other contract or commitment it may have to a third party.

#### 13.8.3 Tickets

- (a) In the Cup Competitions there shall be no complimentary tickets:
  - (i) at all matches in the semi-finals the minimum charges be £5.00 for admission to the ground with a further £1.00 for a stand seat; and
  - (ii) at all matches in the semi-finals of a Cup Competition, all spectators (including members, season ticket holders, debenture holders, sponsors and their guests) must be charged the advertised entrance, stand and car park prices or in any event if not so charged the income from the match to be distributed in accordance with Regulation 13.9.2 above must be credited with an amount equal to the advertised prices.
- (b) In Play-Off matches complimentary tickets shall be available solely for playing squads (limited to 26), the Match Officials, medical staff, and those members of the home Club who are required to be at the match to fulfil a specific role on the day of the Match (e.g. ball boys, bar staff, gate attendants).

#### 13.8.4 Gate Receipts

##### **League**

- (a) Gross Gate Receipts shall be distributed as follows:
  - (i) in League Matches - to the home Club; and
  - (ii) in Play-Off Matches - the home Club and the away Club shall share (as to 40% for the away team and as to 60% for the home team) the Gross Gate Receipt, which shall also include car park and programme

receipts.

*Note: A Divisional Organising Committee may waive the requirements of Regulation 13.8.4(a)(i) either wholly or in part upon being requested to do so by a participating Club where it can demonstrate to the Committee that:*

- (i) the Club is prohibited from 'taking a gate' or;*
- (ii) it is impractical for it to do so or;*
- (iii) the Club has no history of 'taking a gate'*

It is unlikely that this power will be exercised when the home Club normally raises revenue by taking a gate including car parking and/or selling match programmes.

## **Cup**

- (b) In each semi-final of the Intermediate Cup, Senior Vase and Junior Vase (unless the match is played on a ground specified by the Committee), the Clubs will share (as to 40% for the away team and as to 60% for the home team) the Gross Gate Receipts (including car park receipts and programmes sales less the cost of printing). Payment must be made to the away Club as to 20% of the estimated Gross Gate Receipts on the day of the match and the balance of the monies owing within 21 days of the match together with a clear statement showing how such payment is calculated.
- (c) The RFU shall retain the gate receipt from the final of all Cup Competitions.

## **County Championship Competitions**

- (d) In all matches other than the Final, Gross Gate Receipts (which shall be the total of all monies received from admissions, car parking and programme sales) to a ceiling of £5,000.00 shall be shared, to help offset the cost of the away team, 70% for the home County and 30% for the away County. Any Gross Gate Receipts in excess shall belong to the home County.

## **U20**

- (e) In all matches other than the Final, the home Constituent Body shall be entitled to the Gross Gate Receipts, which shall include all car park and programme receipts.

### **13.8.5 Match Expenses**

- (a) The home Constituent Body, County or Club shall be responsible for all match expenses including (but not limited to):
  - (i) the costs of Match Officials (unless the RFU or a Federation or a local Referees Society requires otherwise);
  - (ii) the proper promotion of the match; and
  - (iii) the cost of providing a reasonable meal and other refreshments for the

away Club's players, replacements and officials (not less than 26 in all) and the four Match Officials.

- (b) The away Constituent Body, County or Club shall be responsible for its own travelling and other expenses. It shall also be responsible for the costs of a reasonable meal and other refreshments where the number of its players, replacements and officials exceeds 26 as set out at Regulation 13.8.5(a)(iii) above.
- (c) In Cup Competitions the Committee may in its sole discretion make allocations from the reserve fund in order to assist Clubs in paying their travelling and other related expenses as follows:
  - (i) in the semi-finals and the final of the Intermediate Cup;
  - (ii) in the semi-finals and the final of the Senior Vase; and
  - (iii) in the semi-finals and the final of the Junior Vase.

(Such allocation shall be made at least seven days before the date of such match and shall be paid as soon as practicable thereafter.)

#### 13.8.6 Accounts

- (a) All match accounts from Cup Competitions are subject to the scrutiny of the Committee.
- (b) All match accounts in respect of matches played in the fourth and subsequent rounds of Cup Competitions must be forwarded by the home Club, together with written confirmation that 40% of the gross gate has been paid by the home Club to the away Club under Regulation 13.8.4 (a)(ii) and (b), to reach the RFU (or such other person as the Committee may decide) at Twickenham within 14 days of the match.
- (c) In respect of a Play-Off Match, the home Club will be responsible for preparing and having available for scrutiny by the relevant Organising Committee (or its appointed nominee) proper records showing the number of persons admitted to the Play-Off Match, the price(s) charged, details of car parking receipts and programmes sold in a form that enables the Organising Committee to satisfy itself as to the gross gate referred to in RFU Regulation 13.8.4(a)(ii) above.

### 13.9 Terms and Conditions

#### 13.9.1 Legal Obligations

Each Club in consideration of the funding received by it from the RFU or any funding from a sponsor(s) whether or not received direct from the sponsor(s) or through the RFU or any third party for participating in any RFU Competition agrees that by commencing its programme of matches in any RFU Competition it has entered into a legally binding obligation with the RFU and as a separate covenant with each other Club in the RFU Competition and with any sponsor of the RFU Competition in which the Club plays:

- (a) to comply in every particular with this RFU Regulation 13;

- (b) to permit access to its premises during a match to any person authorised by the Committee or Organising Committee (with or without notice) to check compliance with all or any of this RFU Regulation 13;
- (c) to maintain at all times during the Season a sufficient number of Effectively Registered fit and available players to ensure the ability of the Club to fulfil its programme of matches on the dates appointed by the Committee or any rearrangement thereof;
- (d) to comply at all times with each and every obligation and requirement entered into by the RFU (or the Committee as the case may be) with third parties including but not limited to the terms and conditions of any sponsorship or other agreement provided that the particulars of any such obligations and requirements have been and prior to the commencement of its first match in the RFU Competition notified to the participating Club; and
- (e) to comply and to ensure and procure that its members and players are aware of and agree to be bound by the RFU's disciplinary policies and their enforcement by the RFU in accordance with its published procedures.

#### 13.9.2 Potential Claims for Damages

Each Club in consideration of the funding received by it for participating in any RFU Competition or in consideration of the RFU providing at no cost to the Club insurance in terms of the RFU approved policy by commencing its programme of matches in any RFU Competition agrees it has entered into a legally binding contractual obligation any breach of which may give rise to a claim for damages or compensation with each and every other Club in the RFU Competition and the RFU:

- (a) to play all and each of its fixtures on the dates fixed pursuant to this RFU Regulation 13;
- (b) to comply at all times with every applicable RFU Regulation.

#### 13.9.3 Restrictions on Claims

Each Club in consideration of the funding received by it for participating in the RFU Competition or in consideration of the RFU providing at no cost to the Club insurance in terms of the RFU approved policy by commencing its programme of matches agrees it has entered into a legally binding obligation with the RFU, any sponsor of the RFU Competition and as a separate covenant with each other Club in the RFU Competition, Match Official involved in any match in the RFU Competition or cancellation or abandonment thereof that it will not hold liable or make any claim against any of the foregoing or the RFU or the Committee:

- (a) for any loss cost charge compensation or expense arising out of or in connection with any kind of injury or illness suffered by any player, spectator or other person (in so far as is permitted by law);
- (b) for any damage to property of any kind;
- (c) for any other loss cost charge expense or damages be it economic financial consequential or for loss of profit expense incurred or otherwise and whether directly or consequential; and
- (d) for any loss of any description howsoever arising or alleged to arise from or in relation to the result of any match in the RFU Competition or cancellation or



postponement of any match arising out of or due to any decision or action that such official may take (or failed to have taken) under the Laws of the Game, these RFU Regulations or any other Rules or Regulations published in the Handbook or which have been properly introduced by the RFU or in respect of any opinion expressed under these Regulations or in respect of the normal procedures to hold play control, cancel or abandon a match.

#### 13.9.4 Severability

If any provision in these RFU Regulations is found by any court or competent authority to be illegal, void or unenforceable, such provisions shall be deemed to be deleted and the remaining provisions shall continue in full force and effect. Such provision must also be replaced by a provision which is valid and enforceable and which gives effect to the spirit of the RFU Regulations.

### **13.10 Discipline and Dispute Resolution**

#### 13.10.1 Disciplinary Powers

- (a) Specifically and without prejudice to such other powers as may have been granted or referred to elsewhere in RFU Regulation 13 and subject always to a right of appeal to an Appeal Panel by any Club or affected person, the Committee shall have power to discipline any Club for breach of any of these Regulations.
- (b) The Committee shall have the right to delegate disciplinary powers (other than the power to expel or suspend from membership of the League Competition) for any breach of RFU Regulation 13 to an Organising Committee (which can in turn delegate all or part of its powers to a person acting as a League Secretary or to a sub-committee) subject to the rights of appeal as hereinafter provided.

#### 13.10.2 Breach of these Regulations or Complaint or Dispute

- (a) The Committee shall have discretion and may vary the procedure specified in RFU Regulation 13.10 and 19.13.1. where it considers this to be in the interests of an RFU Competition generally or the RFU.
- (b) Matters concerning promotion, relegation and Level Transfers must be handled expeditiously at the end of the Season so that Clubs have adequate and proper time to make arrangements for the following season. Accordingly save only as to a complaint about a Level Transfer no complaint can be made under RFU Regulations 13.10.3 and/or 13.10.4 below more than 14 days after the end of the final League Match of the Season regardless as to whether the facts giving rise to the complaint were known or not.

#### **Breach notified by Committee**

13.10.3 Any alleged breach of any of RFU Regulation 13 by a Club or a Player shall be notified to that Club or Player by or on behalf of the Committee or League Secretary within 48 hours of knowledge of the occurrence or facts giving rise to the allegation and thereafter confirmed in writing within 96 hours of knowledge of the occurrence. The Club or Player shall have seven days from receipt of notification to respond. The Committee or League Secretary shall give a ruling (which may include a sanction as permitted under RFU Regulation 13) within a further seven days.



### **Breach notified by Third Party**

13.10.4 Any alleged breach of RFU Regulation 13 (other than that referred to in RFU Regulation 13.10.3 above) or other complaint or dispute under RFU Regulation 13 shall be referred to the 'the recipient' who in the case of any RFU Cup Competition shall be the RFU Professional Rugby Director and in the case of other RFU Competitions shall be in the case of the NCA its secretary (or other person notified by it) and in other lower Levels the secretary of the League concerned; by telephone within 48 hours of knowledge of the occurrence giving rise to the complaint and thereafter submitted in writing within a further 48 hours. The complainant shall also notify any Club or other party complained of in writing (by post, fax or electronic mail) within five working days of knowledge of the occurrence giving rise to the complaint. The recipient upon receipt of the written complaint shall require the other party to the complaint (if applicable) to answer the complaint within seven days of the receipt of the written complaint and the recipient shall give a ruling (which may if the recipient deems it appropriate include a sanction as permitted under RFU Regulation 13) within a further seven days.

### **Review by Organising Committee**

13.10.5 If the Club or Player (in respect of 13.10.3 above), or either party to the complaint or dispute or any other person or Club (in respect of 13.10.4 above) is dissatisfied with any ruling made under Regulations 13.10.1 or 13.10.4 above there shall be a right to request a review of the decision.

- (a) in League Competitions, and all rounds prior to the Semi-Finals of the Intermediate Cup, Senior Vase and Junior Vase a right to request a review shall lie from the League Secretary or Cup administrator to the Organising Committee;
- (b) in the Semi-Finals and Final of the Intermediate Cup, Senior Vase and Junior Vase a right to request a review shall lie from RFU Rugby Events and Competitions Department or Rugby Growth Department to the Competitions Sub-Committee (or its delegate).

13.10.6 A right to a review shall only apply provided (i) notice in writing specifying the grounds of appeal is given to the Committee (or such other person as the Committee may have stipulated) within seven days (or 48 hours for Cup Competitions) of receipt of the decision referred to in 13.10.1 or 13.10.2 above and (ii) the notice is accompanied by such payment as is stipulated by the Committee (or such other person as the Committee may have stipulated). The fee will be refunded if the appeal is successful.

13.10.7 If the Club or Player (in respect of 13.10.3 above) or either the complaining Club, or the other party to the complaint or dispute, or the Club or Player against whom the complaint is made (in respect of 13.10.4 above), wishes an oral hearing, it must be requested in writing at the time the application under Regulation 13.10.5 is made (or in the case of the other party within 5 days of being made aware of the application under Regulation 13.10.4 being made). If the Committee considers (in its absolute discretion) an oral hearing to be appropriate, the Committee shall, within five days of receiving notice of such request, appoint a time, date and place for the hearing of such review. The person who has given a ruling shall not be entitled to take any part in the review of a ruling he has given other than to explain the reasons for his ruling.

13.10.8 Where a complaint is heard before the Committee, it shall be the obligation of the

complainant to establish that on the balance of probabilities the complainant has an interest in the matter and the complaint is justified. If the Committee considers that the complaint is not justified it may dismiss it without hearing the representations of the Club or person against whom the complaint is made. The Committee cannot find a complaint proved without giving consideration to the evidence submitted by the person or Club against whom the complaint is made or where an oral hearing has been requested and approved by the Committee under Regulation 13.10.7 an opportunity to make representations or call relevant evidence.

13.10.9 The outcome of any complaint must be given in writing to the complainant within 35 days of receipt of the written complaint (together with the appropriate cheque) by the Committee.

## **RFU Appeals**

13.10.10 Appeals from a decision shall be in accordance with RFU Regulation 19.13.

## **Sanctions**

13.10.11

- (a) Where the Committee finds there has been a breach of RFU Regulation 13, it may impose such sanction as it deems appropriate, unless a fixed sanction is stipulated in Appendix 1. Sanctions available to the Committee may include: loss of match or League points; transfer of League points; review of result; deduction of League points to be effective at the commencement of the following Season; deletion of Club's results from its League table; placing a Club at the bottom of its League; relegation of a Club by one or more Leagues (or Levels); a financial sanction, including monetary fine or compensation award payable to any third party, sponsor or Club; expelling or suspending any Club from membership of a Competition; or any such other penalty as the Committee deems appropriate in accordance with the Sanctions set out in Appendix 1.
- (b) Where the Committee imposes a financial sanction on a Club or a player in respect of a breach of RFU Regulation 13:
  - (i) any or each of the financial sanctions imposed under these Regulations must be paid within 14 days of notification (subject to any appeal);
  - (ii) where payment of a financial sanction is not made in accordance with Regulation 13.10.11(b)(i) above, the Committee may impose a further sanction, which may include the deduction of League points or Cup sanctions (subject to any appeal) as permitted in RFU Regulation 13. This further sanction is in addition to the fine which shall remain payable; and
  - (iii) where any financial sanction remains outstanding at the end of the Season, the Committee may make a recommendation to the Committee that the Club or a player be suspended from the Competition in the following Season and/or be deducted points in respect of the following Season.
- (c) Where there is a second or subsequent breach of RFU Regulation 13, the Committee shall have the power to impose an additional sanction and/or take this into account when determining the appropriate sanction for the second or subsequent breach.

### 13.10.12 Dispute Resolution

- (a) In the event of a dispute (including as to the amount of gate receipts to be paid) between any Constituent Body, County or Club with another Constituent Body, County or Club, the Committee may direct both Constituent Bodies, Counties or Clubs to submit to mediation or arbitration.
- (b) If the Constituent Bodies, Counties or Clubs are directed to arbitrate, both Constituent Bodies, Counties or Clubs shall comply with any procedures or directions given by the arbitrator selected by the Committee; the decision of the arbitrator shall be final and binding on both Constituent Bodies, Counties or Clubs.

## **13.11 County and U20 Competitions**

### **County Championship**

13.11.1 All County Championship Competitions shall be played in accordance with RFU Regulation 13 and the specific regulations issued in relation to the County Championship Competitions.

### **National U20s**

13.11.2 The National U20 Competition shall be played in accordance with RFU Regulation 13 and the specific regulations issued in relation to the National U20s Competition.

For a copy of the regulations relating to the above mentioned competitions, please contact the RFU Rugby Growth Department.



# RFU REGULATIONS

## RFU REGULATION 13 – ADULT COMPETITIONS (APPENDIX 1)

### Sanctions

For the purposes of the sanction table, any references to the England Club Championship shall not include the Premiership or Championship.

### Fixed Sanctions

Without prejudice to the RFU's power to bring a disciplinary charge pursuant to RFU Rule 5.12, The RFU shall be entitled to impose fixed penalties in respect of any breach of any of the regulations set out below and anyone in breach of such regulations shall be bound by such penalty or penalties:

Breach	Sanction
<p>Ineligible player(s) – selecting or playing an ineligible player (including replacement and substitutes)</p> <p>and/or</p> <p>Player not authorised to enter the field of play in accordance with RFU Regulation 13, Appendix 2.</p>	<p><b>ECC</b> - Minimum deduction of 5 championship points IN RESPECT OF EACH MATCH IN WHICH ANY INELIGIBLE PLAYER(S) PARTICIPATES.</p> <p><i>Note: Where any alleged breach is brought to the attention of the Committee more than 7 days after the end of the Season, the points deduction is discretionary and may be in substitution for or in addition to any other penalty.</i></p> <p><b>Play-Offs</b> - in addition to and in substitution for any other powers of sanction, the Organising Committee may reverse the result of the Play-Off Match and/or deduct up to 15 League points for following Season.</p> <p><b>Intermediate Cup, Senior Vase &amp; Junior Vase</b> – Automatic disqualification from the competition for current season of player and club involved – club may also be disqualified from the competition in subsequent seasons and/or other penalty as committee may decide.</p> <p><i>Note: The Committee shall have the power (until 2pm three days before the date when next round is scheduled to be played) to reinstate the club when it has been eliminated by a club in breach of this regulation.</i></p>

In respect of online Player registrations, failure to provide a completed Player Registration Form in accordance with RFU Regulation 14	<b>ECC</b> - deduction of 10 championship points on each occasion (in addition to any points deducted for a player being ineligible).
Match Result Card - deliberately false or misleading information	<b>ECC</b> - deduction of 20 championship points on each occasion (in addition to any points deducted for a player being ineligible).

## Sanction Guidelines

The RFU has set out below Sanction Guidelines based on penalties incorporated in regulations in the past. This is not an exhaustive list and, in accordance with RFU Regulation 13.10, the Committee (or its delegate) may impose any sanction which it considers appropriate in all the circumstances.

<b>Breach</b>	<b>Sanction Guideline (not exclusive)</b>
Abandonment – for any reason other than Weather or Pitch Conditions	<p><b>ECC</b> - Irrespective of the number of minutes played, the result of that match may be determined by the Organising Committee of the League concerned. The Organising Committee may order the match to be replayed.</p> <p><b>Play-Offs</b> - the reason for such abandonment shall be reviewed by the Organising Committee and the result of that match determined by the Organising Committee of the League concerned. (This may include the reversal of the result). The Organising Committee may in addition or in the alternative order the Play-Off Match to be replayed and/or impose a sanction of a fine compensatory payment or deduction of up to six League points for the forthcoming season.</p> <p><i>Note (applicable to ECC and Play-Offs): If a match is abandoned because a team does not have sufficient suitably trained and experienced front row players of at least eighteen years of age and one of the causes for such insufficiency is that a front row forward has been ordered off by the referee the Organising Committee should have regard to such fact when determining the result of the match or ordering a replay.</i></p>

Expulsion/suspension/withdrawal of Club from any RFU Competition or from membership of any RFU Competition	<p><b>ECC</b> - results of all matches shall be deleted for all purposes unless Committee exceptionally decides otherwise.</p> <p><b>Intermediate Cup, Senior/Junior Vase</b> - impose such penalty as deemed appropriate by the Organising Committee which may include not being eligible to participate in any RFU Cup Competition in the following Season.</p>
Financial sanction – non-payment	<p><b>ECC</b> - deduction of 5 competition points on each occasion in current or following season as appropriate.</p> <p><b>Intermediate Cup, Senior/Junior Vase</b> - impose such penalty as deemed appropriate by the Organising Committee which may include not being eligible to participate in any RFU Cup Competition until the fine is paid.</p>
Official's Log – failure to complete correctly	<b>NCA</b> - £50 for first offence, and deduction of points for second or subsequent offence.
Front Row – insufficient suitable players	<p>and/or removal of result from League tables, and/or requiring match to be replayed, and/or deduction of League points from any offending Club in current or following Season, and/or award of 1 or more League points to the non-offending Club.</p> <p><b>Intermediate Cup, Senior &amp; Junior Vase</b> – (when team acting other than in good faith) alteration of match result, and/or fine, and/or payment of compensation, and/or disqualification from the competition in current or following Season, and/or inclusion of the non-offending team in the next round of the competition, and/or requiring that the match be replayed.</p>
Gate Receipts – failure to distribute as required	<b>Intermediate Cup, Senior Vase &amp; Junior Vase</b> - may result in offending Club being disqualified from any RFU Cup Competition in following Season.

Ground and match management – failure to comply with requirements (including report by Referee)	<p><b>ECC</b> - impose such penalty as deemed appropriate by Organising Committee, including deduction of 5 or more League points.</p> <p><b>All Cups</b> - may result in Club being disqualified from Senior/Junior Vase or from any RFU Cup Competition in following Season(s).</p>
In respect of online Player registrations, failure to provide a completed Player Registration Form in accordance with RFU Regulation 14	<b>Cups</b> - impose any such penalty as deemed appropriate by the Organising Committee which may include disqualification.
Kick-off time – delay	<p><b>ECC</b> - may lead to match being awarded to non-offending Club.</p> <p><b>Intermediate Cup, Senior &amp; Junior Vase</b> - any such penalty the Committee thinks fit.</p>
Match Result Card - deliberately false or misleading information	<b>Cups</b> - impose any such penalty as deemed appropriate by the Organising Committee which may include disqualification.
Match Result Card (and player registration certificates) – not provided to Referee and/or not notified as required - information not accurate or legible <b>and/or</b> Failing to telephone notification of match result as required.	<p><b>ECC</b> - Monetary fines and/or deduction of Competition Points.</p> <p><b>NCA</b> - £50 on first occasion, and £100 and/or deduction of league points on each subsequent occasion during Season.</p> <p><b>Level 5 &amp; below</b> - £25 on first occasion liable to increase and/or deduction of league points on each subsequent occasion during Season.</p>
Postponement – procedure for postponement not followed and/or the fixture is postponed because the pitch is unplayable after the away team have travelled	<b>ECC</b> - where procedure not followed, may be deducted 5 League points and match will be re-arranged.
<p>Postponement – reason other than Weather or Pitch Conditions without prior approval</p> <p>Unable to fulfil fixtures or obligations (such as the lack of players or insufficient front row players with Effective Registration)</p> <p>Unplayed match (or request received for postponement or rearrangement)</p>	<p><b>ECC</b> - deduction of competition points in current or following Season and/or order match to be replayed (having had regard to promotion/relegation issues, commitments of Clubs concerned, and giving priority to arguments of Club not at fault) and/or reversal of return fixture to ground of non-offending Club - NB no power to award match points.</p> <p><b>Cups</b> - impose any such penalty as deemed appropriate by the Organising Committee which may include disqualification.</p>



Strongest possible team – failure to play	<b>ECC</b> - may include Club being placed at the bottom of its league, deduction of championship points (in the current or following Season), or a fine or compensatory payment to the RFU, any sponsor or other Club or third party which suffers loss.
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# RFU REGULATIONS

## RFU REGULATION 13 – ADULT COMPETITIONS (APPENDIX 2)

### General

1. All matches played under the jurisdiction of the RFU and/or in RFU Competitions or any other competition or merit table must be played in accordance with the World Rugby Laws (including any variations or trials that may be adopted by the RFU), World Rugby Regulations, the RFU Rules, the RFU Regulations and any competition specific Regulations applicable to a competition including, without limitation, the Premiership Regulations and Championship Regulations (as applicable).
2. In matches where rolling substitutions and/or the man-off rule are permitted, the Regulations set out in this Appendix 2 will apply.
3. Any request to amend the minimum number of front row players in the squad and the minimum replacement obligations of the Laws of the Game and/or set out in this Appendix 2, must obtain the approval of the Committee other than for friendly matches where Clubs are entitled to approve such variations provided player welfare is taken into account.
4. In relation to RFU Competition matches, replacements and substitutions are permitted in accordance with paragraph 1 above, paragraph 5 to 29 below and any additional procedures in place for an RFU Competition (such as substitution cards).
5. Replacements and/or substitutes must be named to the Referee or Match Official no later than 15 minutes before the commencement of a match.
6. A Player participating in a match can be used as a replacement or substitute in another match being played at the same time. Injured players may be replaced by Players from another pitch. It is also possible to replace the replaced or substituted Player from another pitch or by a nominated replacement/substitute.
7. Players who were replacements or substitutes in an earlier match may participate in a later match on the same day.
8. The attendance of replacements and/or substitutes is not compulsory. If one team wishes to use replacements or substitutes then it may do so even if the other does not.
9. The terms ‘replacements’ and ‘substitutions’ referred to in this Appendix and RFU Regulation 13 shall have the same meaning as the definitions set out in World Rugby Law 3.

### Number of Replacements and Substitutes

#### League

10. The number of replacements and substitutes in all League Matches shall be as follows:
  - (a) National League 1 and National Leagues 2 North and 2 South (Levels 3 and 4):

not more than five;

- (b) at any Level below Level 4: not more than three (unless a variation has been authorised by the Organising Committee under RFU Regulation 13.1.4).
11. The number of replacements and substitutes in all Play-Off Matches at any Level below Level 4 shall be not more than four.

### **Cup**

12. The number of replacements and substitutes in all Cup matches shall be as specified by each Divisional Organising Committee and for National semi-finals and finals as specified by the RFU, in accordance with Law 3.5, the World Rugby Regulations and any current RFU Regulations relating thereto.

### **Front Row Requirements**

13. With the exception of those Players who fall within RFU Regulations 15.3.6 or 15.3.8 no Player may play in the front row of the scrum during contested or uncontested scrummages in adult rugby until he has reached his eighteenth birthday. Any breach of this RFU Regulation shall be considered a serious breach and may give rise to a severe penalty.
14. In the interest of safety

### **Level 3 and 4 Leagues Matches, all Play-Off Matches and Cup Matches**

- (a) In League Matches at Level 3 and 4, Play-Off Matches at all Levels and Cup Matches, each team must have and nominated in advance at least five suitably trained and experienced front row Players in their nominated match squad, all at least eighteen years old (unless otherwise permitted pursuant to RFU Regulation 15) to ensure that:
- on the first occasion that a replacement hooker is required the team can continue to play safely with contested scrums; and
  - on the first occasion that a replacement prop is required the team can continue to play safely with contested scrums.

### **Level 5 and below League Matches**

- (b) In League Matches at Level 5 and below, each team must have and nominated in advance at least four suitably trained and experienced front row Players in their nominated match squad, all at least eighteen years old (unless otherwise permitted pursuant to RFU Regulation 15) to ensure that:
- on the first occasion that a replacement hooker or a replacement prop is required the team can continue to play safely with contested scrums.

*Note: As set out in World Rugby Law 3, the replacement of a front row player must come from the suitably trained and experienced Players who started the match or from nominated replacements. A Player other than a nominated front row player is permitted to play in the front row only when uncontested scrums are being played and there are no available front row replacements.*

15. Uncontested Scrum(s)
- (a) The Referee shall order uncontested scrum(s) when: (i) a front row Player is required to be replaced if, having made enquiry of and having confirmed with the captain of the team (or such other person nominated by the Club as the manager or other person responsible for the team), there is no suitably trained and experienced front row replacement who started the match or from the nominated replacements in accordance with paragraphs 13 and 14 above; or (ii) the Referee deems it unsafe for any other reason to start or continue the Match with contested scrums, in which case paragraph 18 below will apply.
  - (b) In League Matches at Levels 3 and below, Cup Matches and Play-Off Matches if on any occasion uncontested scrum(s) are ordered by the Referee, in accordance with (a)(i) above, due to injury (including a temporary blood injury) or consequent to a Player being temporarily suspended or ordered off or for any other reason, the team concerned shall not be entitled to replace the Player whose departure caused the uncontested scrum. On the return to the field of a front row Player who has been temporarily excluded the Match shall continue with contested scrums provided it is safe to do so. Subject to paragraph 18 below, the result of the match shall stand.
16. If a league match is completed or contains uncontested scrum(s) and a Club has failed to comply with the requirement in paragraphs 14(a) or 14(b) to replace a front row Player on the first and second occasions (first occasion only at Level 5 and below) with another suitably trained and experienced front row Player, that Club shall forfeit the match which will be awarded to the other team who shall be deemed to have won by four tries.
17. If a cup match is completed or contains uncontested scrum(s) and a Club has failed to comply with the requirement in paragraph 14(a) to replace a front row Player on the first and second occasion with another suitably trained and experienced front row Player, that Club shall forfeit the match which will be awarded to the other team.
18. If a match is completed with or contains uncontested scrum(s) and there has been compliance with paragraphs 14 and 15, the Organising Committee (or Committee in the case of a Cup Match) may take such action as it deems appropriate (including altering the result or ordering a replay of the Match) in respect of any suspected, alleged or actual breach of Regulations as it shall decide and shall notify all Clubs. The Referee and the Clubs must provide such information and assistance as may be requested by the Organising Committee (or Committee in the case of a Cup Match). Any Club may appeal against the decision of the Organising Committee (or Committee) in accordance with RFU Regulation 13.10.10.

### **Rolling Substitutions**

19. Divisional Organising Committees or the NCA Committee may, in their discretion, permit rolling substitutions in League Matches at Level 3 and below (as applicable), and in the RFU Intermediate Cup, Senior Vase and Junior Vase matches. In respect of non-RFU Competition matches, the applicable Constituent Body may permit rolling substitutions. If the relevant Divisional Organising Committee, NCA Committee or Constituent Body decides to implement rolling substitutions such implementation must be in accordance with paragraphs 20 to 29 below.
20. In a match where consent has been given prior to the Season and subject to Regulations each team shall be permitted to use rolling substitutions of not more

than the maximum number of the Player interchanges (“Player Interchanges”) set out in the table below:

<b>Number of Replacements</b>	<b>Player Interchanges</b>
Up to 3	8
4	9
5 or 6	10
7 or 8	12

21. In a League Play Off Match, Player Interchanges will only be permitted where both participating teams have played their previous matches with Player Interchanges.
22. After the Player Interchanges have been made no other replacements, substitutions or Player Interchanges will be permitted for any reason (including temporary or permanent injuries, sending offs and suspensions) and in the event that a Player is injured, sent off or suspended from the field the team will play with one less Player and with uncontested scrums in the event that this involves a front row Player and the game cannot continue safely with contested scrums.
23. For the avoidance of doubt, Player Interchanges replace the “blood bin” which means that if a Player has uncontrolled active bleeding and thus has to leave the field, this will be classified as a Player Interchange if that Player is replaced by another Player. If a team has used all of its Player Interchanges, that Player may not be replaced and the team shall continue with one less Player than was on the pitch prior to the injured player leaving the field. The Player is permitted to return once the wound has been treated and the bleeding stopped.
24. Not more than two Player Interchanges per team may occur at any one time and may only occur during a stoppage in play and in all cases with the permission of the Referee.
25. A Player must enter the field of play on the halfway line.
26. A Player who is a replacement shall not be entitled to take a kick at goal until a passage of play has taken place since that Player took to the field of play.
27. A Player who is previously injured in the match may return to play as a Player Interchange provided the Player is fit to continue playing in the match save that a Player who suffers two injuries in a match which has necessitated that Player being replaced on each occasion is not permitted to act as a replacement following the second injury.
28. In addition to the powers set out in the Laws of the Game, Referees are entitled in their sole opinion to prohibit or postpone a Player Interchange if they believe either that the Player Interchange would prevent the opposition from restarting the game quickly or where the replacement Player is not fit to continue playing in the match.
29. Under dispensation provided to Unions by World Rugby, where these rolling substitutions Regulations conflict with the Laws of the Game these Regulations shall take precedence.



# RFU REGULATIONS

## RFU REGULATION 14 – REGISTRATION OF ADULT MALE PLAYERS

### 14.1 General

14.1.1 This RFU Regulation 14 applies to all Clubs and to all male Players seeking to be registered to play adult male rugby in RFU Competitions for a Club on or after 1 August 2018.

14.1.2 The definitions set out in Regulation 1 (RFU Definitions) shall apply to this RFU Regulation 14. For ease of reference, the definitions of ‘Transfer Deadline’ and ‘Waiting Period’ are also repeated at 14.1.3 below and unless otherwise expressly referred to in this RFU Regulation 14 **“Player”** shall include an England Academy Player.

14.1.3 **“Transfer Deadline”** means:

- (a) For Clubs at Level 3 and below: [22 February 2019], the Waiting Period (if applicable) having been completed before the Transfer Deadline is reached.
- (b) For Clubs at Level 1 (Premiership) and Level 2 (Championship): 22 March 2019, the Waiting Period (if applicable) having been completed before the Transfer Deadline is reached.

**“Waiting Period”** means the period of time between the Registration Date and the Effective Date, as decided by the Registrar save in the circumstances set out below when the waiting period shall be as stated:

- (a) The Waiting Period will be 7 clear days where a Player has Effective Registration with another Club on the Registration Date, unless the expedited registration process is followed, as set out in Regulations 14.5.8 to 14.5.10.
- (b) The Waiting Period will be 24 hours or less providing correct papers are lodged with the Registrar by 12 noon on a Friday (or the day of the match in respect of mid-week matches) where:
  - (i) a youth player is transferring to become an adult player, either in the same Club or to a different Club;
  - (ii) a Player has not previously been Effectively Registered with any Club during the current Season; or
  - (iii) a Player is transferring from another Union. For Players at Level 4 and above, evidence of international Clearance must be provided.

### 14.2 Eligibility of Players

14.2.1 A Player must be resident in the United Kingdom, the Isle of Man or the Channel Islands and must hold Effective Registration in accordance with these Regulations with a Club in order to play for that Club in a RFU Competition, unless otherwise permitted to play by the RFU Regulations.



14.2.2 A Club may only be represented in a match in any RFU Competition by Players who are Effectively Registered with that Club or who are otherwise permitted to play by the RFU Regulations.

14.2.3 Effective Registration of a Player aged 17 does not mean he is automatically eligible to play adult rugby for the Club and other relevant RFU Regulations (e.g. RFU Regulation 15) must still be observed.

### **14.3 Effective Registration**

14.3.1 A Player will have Effective Registration in accordance with these Regulations with a Club if:

- (a) he was Effectively Registered with that Club at the beginning of the Season; or
- (b) his application for Registration has been accepted either by the Registrar or through the online application process and the Waiting Period has elapsed;

in each case subject to any subsequent loss or invalidity of such registration pursuant to the other provisions of these Regulations and save in the case of such registration having been made as a result of inaccurate, false or misleading information having been provided (in which case the Effective Registration will be void and invalid from the date of initial registration).

14.3.2 A Club may apply for a Player to become Effectively Registered by following the process set out in Regulation 14.5.

14.3.3 Other than as set out in Regulation 14.3.4 below, a Club must apply for a Player to become Effectively Registered before the Transfer Deadline.

14.3.4 A Club may only apply for a Player to become Effectively Registered after the Transfer Deadline if he is either:

- (a) a Permitted Player (as defined in RFU Regulation 1); or
- (b) an England Academy Player, and subject to RFU Regulation 13.4.4(c); or
- (c) a Loan Player seeking Effective Registration to return to the Club which loaned him or loaned pursuant to the provisions of Regulation 14.3.5(e) below (but in each case excluding players loaned to a club in any other Union); or
- (d) sixteen years old prior to the Transfer Deadline and turns seventeen after the Transfer Deadline and is entitled to register for the first time; or
- (e) a Player who the Club in exceptional circumstances needs to be Effectively Registered after the Transfer Deadline to enable the Club to comply with its Competition's requirements in relation to the provision of Front Row forwards and the RFU (or person to whom it has delegated this) is satisfied that the Player's Registration is necessary; or
- (f) Student Pass Players and Services Pass Players, provided they comply with the RFU's Student and Services Pass process in all respects and are approved by the RFU for a Student or Services pass prior to the Transfer Deadline.

The Registrar may process an application for Registration of a Player after the Transfer Deadline as long as it is supported by evidence that the Player falls within Regulation 14.3.4 (a) to (f). In such a case, the Registrar may apply the Waiting Period which would have applied if the application had been made before the Transfer Deadline.

14.3.5 A Player (but excluding an England Academy Player), may:

- (a) not hold Effective Registration with more than one Club at any one time; and
- (b) not hold Effective Registration with more than three (3) Clubs in any Season; and
- (c) in respect of Loan Players loaned between Clubs at Level 3 and below, not hold Effective Registration with the same Club more than three (3) times after the opening day of the Season. When counting the number of consecutive Effective Registrations a Loan Player has held, the Player's Effective Registration with that Club on the first day of the Season shall not count providing the player has not been subject of a transfer during the Season; and
- (d) in respect of Loan Players loaned between Clubs at Level 1 (Premiership) and Level 2 (Championship) , move freely between Clubs until the Transfer Deadline;
- (e) in respect of Loan Players loaned between Clubs at Level 1 (Premiership) and Level 2 (Championship) , not hold Effective Registration with the same Club more than three (3) times once the Transfer Deadline has passed. When counting the number of consecutive Effective Registrations a Loan Player has held, the Player's Effective Registration with that Club on the first day of the Season shall not count providing the player has not been subject of a transfer during the Season;

14.3.6 An England Academy Player is permitted to simultaneously hold at any one time Effective Registration with one Club at Level 1 (Premiership), Level 2 (Championship), Level 3 and Level 4.

14.3.7 A youth player will not automatically assume Effective Registration as an adult Player until that Player completes an Adult Registration form and serves the relevant Waiting Period.

14.3.8 A Student Pass Player and Service Pass Player is permitted to simultaneously hold at any one time Effective Registration with two clubs provided they comply with the RFU's Student and Service Pass process in all respects and are approved by the RFU for a Student or Service Pass prior to the Transfer Deadline.

#### **14.4 Requirement to Register Players and Principles applicable to Registration**

14.4.1 The Player Register shall be maintained by the RFU and is the only and conclusive evidence of a Player's Effective Registration on any particular date.

14.4.2 A Premiership Club may register up to 70 Players. A Club playing at or below Level 2 in the League may register up to 100 Players. Where a Club has reached its limit, no further applications will be accepted until the Club has de-registered sufficient Players and those Players have completed their 7 day de-registration period.

- 14.4.3 A Club must apply for Registration of all Players it wishes to represent it in RFU Competitions. A Club may not assume that any application for registration will be accepted. A Player is not Effectively Registered until the Effective Date.
- 14.4.4 The Player's current Club may object to the Player being Effectively Registered with another Club where:
- (a) the Player has a Contract with the current Club;
  - (b) the Player is being disciplined under RFU Rule 5.12;
  - (c) the Player owes money to the Club under applicable RFU or World Rugby Regulations.
- Any such objection must be submitted in writing to the Registrar stating all the grounds upon which the objection is made within 7 days of being notified of the proposed transfer.
- 14.4.5 A Loan Player shall automatically be Effectively Registered with his loaning/parent Club at the end of the Season and shall cease to be a Loan Player.
- 14.4.6 A Club must ensure that the information held on the Player Register about its Effectively Registered Players is accurate and up to date. A Club which has obtained Effective Registration of a Player must notify the RFU of any changes to the information originally supplied in connection with that Player within 14 days of becoming aware of such change and, where appropriate, must apply for de-registration of Players in accordance with Regulation 14.8.

## **14.5 Registration Process**

### **Process for Registration**

- 14.5.1 To apply for Effective Registration, a Club must submit the completed Player Registration Form with the requisite Application Documents described at Regulation 14.6 to the relevant Registrar within 28 days of the signature of the Registration Form by the Player. Clubs at Level 5 and below may use the online process within the same 28 days.
- 14.5.2 Only one application for registration of a Player may be operative at any one time. If any application is received from a different Club for registration of the same Player during his Waiting Period for Effective Registration with another Club, the subsequent application shall be invalid.
- 14.5.3 A Club applying for registration of a Player already Effectively Registered for another Club must on the same day as submitting its application serve on that Club a Notification of Transfer Form unless the Player's current Club has provided a release. The Registrar/League official may request evidence of the Notification of Transfer Form being served on the current Club and failure to produce such evidence forthwith and in any event within 72 hours of it being requested will result in the withdrawal of the application for registration.
- 14.5.4 For all applications (regardless of how they are submitted), the Registration Form and Application Documents must be fully and accurately completed and dated. The Club must retain the original signed Registration Form, copies of such other Application Documents (to include any Notification of Transfer form) for at least one

year (including evidence of posting or, if sent electronically, evidence of dispatch).

14.5.5 On receipt of the Registration Form and the Application Documents the Registrar will:

- (a) check the Registration Form, and the Application Documents to ensure that they are properly signed, submitted within 28 days of signature, complete and that all requisite registration requirements (as set out in Regulation 14.6) have been met;
- (b) check that no other application for registration is pending for the Player and that there is no other reason that the Player should not be registered; and
- (c) carry out any necessary checks with the RFU (e.g. in relation to the Player's Contract or other matters).

14.5.6 Provided that the checks outlined in Regulation 14.5.5 are completed to the satisfaction of the Registrar, the Registrar will accept the application for registration (the Registration Date) and calculate the Waiting Period and the Effective Date. The Registrar shall enter the pending registration on the Player Register, including the status of the Player as "pending", the Effective Date and the Application Documents received.

14.5.7 Where the Registrar is unable to accept the Registration Form or the Application Documents the Registrar will either return the documents to the Club in the stamped addressed envelope provided (or in the absence of such envelope, the Registrar will endeavour to notify the Club by other means) or notify the Club that the application is incomplete and request the further information needed to progress the application.

### **Expedited Registration**

14.5.8 Where a Club wants to achieve Effective Registration for a Player in a period of less than 7 days, it must provide the Registrar with the following by no later than 12 noon on a Friday (in respect of Saturday and Sunday matches) or no later than 12 noon on the day before the match (in respect of mid-week matches):

- (a) a copy of the Registration Form and the relevant Application Documents; and
- (b) confirmation of payment to the RFU of the non-refundable amount of £45 and the originals of the Registration Form and Application Documents as soon as possible and no later than 7 days from the Effective Date (if such application is accepted); and
- (c) where a Player is Effectively Registered with one Club and transferring to another Club, written confirmation from the former Club to the applicant Club that they consent to the Player being released with immediate effect.

14.5.9 Subject to the Registrar's agreement, a Club may use any medium to provide the documents to the Registrar.

14.5.10 Provided that the Registrar accepts the application in line with Regulation 14.5.6 above, the Effective Registration will take place at such time as the Registrar may agree and advise by no later than 4pm on the day before the match.

### **Online applications for Clubs at Level 5 or below**

14.5.11 Only Clubs at Level 5 or below may use the online application process to register Players. The Registration Form and Application Documents must be fully and accurately completed and dated before the online process can be utilised. The online process may be used for all Players other than:

- (a) England Academy Players;
- (b) Contracted Players;
- (c) Contracted Overseas Players;
- (d) a Player applying for Effective Registration with a Club with which he has previously been Effectively Registered during the Season;
- (e) a Player for whom the Club is making an Expedited Application; or
- (f) a Player for whom the Club is making an application during the period between the Transfer Deadline and the end of the Season.

14.5.12 When requested by the Registrar the Club must forthwith, and in any event within 72 hours of such request, provide to the Registrar hard copies of the fully completed application form and such other supporting documents as may be requested.

### **Returning Players**

14.5.13 Where a Club is applying for registration of a Player who has during the Season previously been Effectively Registered with that Club, the Club shall pay a re-registration fee of £500 (by such method as the Registrar shall require) unless:

- (a) the Club is seeking Effective Registration for a Loan Player who has a Contract with the Club or who is seeking to be registered as a Loan Player with the Club; or
- (b) the Registrar is satisfied (after appropriate consultation with the Committee) that it would be inappropriate to charge a fee as there is a bona fide reason for the Player wishing to re-register with the Club.

Examples of circumstances in which the fee may not be charged include: students transferring to a Club whilst at University and transferring back in the vacation or work secondments where a player is moved by his (non-rugby) job to another part of the country and then returns.

### **General**

14.5.14 Notices or other communications may be given under this RFU Regulation 14 by any medium using the contact details for the RFU, Registrar, Clubs (as appropriate) published in the RFU Club Directory. Where no email address is included within the RFU Club Directory, the Club must provide before the start of the Season a valid email address for a Club Official to whom the Registrar may give notice or otherwise communicate on matters arising under this RFU Regulation 14.

14.5.15 All information supplied in connection with an application for Registration must be true and accurate. The provision of false, misleading or inaccurate information may lead to the Committee reporting the matter to the RFU's Head of Discipline for

further action.

## **14.6 Registration Documents and Application Documents**

### **All Players**

14.6.1 A Club must provide the following Application Documents:

- (a) completed Registration Form signed within the 28 days prior to submission to the Registrar;
- (b) the Notification of Transfer Form (if any);
- (c) the documents set out below in this Regulation 14.6 for the Player in respect of each applicable category of Player into which he falls;
- (d) any proof of residence subsequently requested by the Registrar;
- (e) a large stamped addressed envelope addressed to the Club making the application (for Clubs at Level 5 and below unless stated otherwise);
- (f) where a Player is under Contract with one Club and transferring to another Club, written confirmation from the former Club that they consent to the Player being released;
- (g) when a Player enters into an agreement with a Club (or if centrally contracted, with a Home Union) and regardless of whether or not an Agent has been acting for either the Player or the Club/Union, all parties including the Player, the Club and the Agent must sign the separate agent declaration form that accompanies the Player's agreement and must submit to the RFU or Registrar together with the Application Documents;
- (h) in respect of all Overseas Players at Level 4 and above and for all contracted Overseas Players at any level, a Clearance from the player's Current Union;
- (i) Such other documentation as may be requested by the RFU in relation to a Student or Service Pass application.

### **Amateur Players**

14.6.2 The Amateur Declaration (Section 6 Player Registration Form) must be completed in respect of an application for registration of a Player who is not a Contracted Player.

### **Contracted Players at any Level**

14.6.3 The following documents must be submitted to the Registrar in respect of application for registration of a Contracted Player (including a Contracted Overseas Player) or a Player who will be contracted to the Club upon Effective Registration:

- (a) evidence that the Player may be Effectively Registered with the applicant Club (i.e. evidence that any previous Contract has expired or that the other party to it consents to the application for Registration or other evidence satisfactory to the Registrar); and



- (b) the Contract or the Contract Information Form.

### **England Academy Player**

14.6.4 An application for registration of an England Academy Player must be accompanied by:

- (a) the written approval of the Academy Manager of the Club of whose Academy the player is a member; and
- (b) for Registration with a Club at Level 4 and below (or for a Club at Level 3 after the Transfer Deadline) written consent on the form prescribed by the RFU from the RFU Head of Academies and the Committee or person designated by the Committee.

### **Loan Players**

14.6.5 An application for registration of a Loan Player will not be accepted where: (a) in respect of Clubs at Level 2 (Championship) and below, the applicant Club is more than two Levels below the level of the loaning/parent Club; and (b) in respect of Clubs at Level 1 (Premiership) the applicant Club is more than one Level below the level of the loaning/parent Club. This does not apply to Loan Players who are being loaned to a Club in the Levels above the loaning/parent Club, subject to Regulation 14.3.5.

14.6.6 An application for registration of a Loan Player must be accompanied by:

- (a) evidence in writing of the terms of the loan (either a signed copy of the Player's written Contract with his home Club signed by the Player and both Clubs); and
- (b) details of the duration of the loan to include the start date and end date, upon expiry of which the Loan Player will automatically be registered back with the loaning/parent Club. It is the responsibility of both clubs to inform the Registrar in writing if the loan arrangement is extended;

(unless the RFU Board of Directors decides that the Player's registration with the applicant Club is otherwise in the best interests of the Game and the requirements of this Regulation 14.6.6 can be waived).

### **Overseas Players**

14.6.7 Applications for registration at a club at Level 1 to 4 or a contracted player at Level 5 and below, where the player last played in another Union, must be accompanied by Clearance from that Union. Non-contracted Players wishing to register for a club at Level 5 and below are not required to provide a copy of the Clearance when making an application for registration.

*[Registration with Clubs in Level 4 or above]*

14.6.8 An application for registration of an Overseas Player with a Club in Level 4 or above who is leaving or proposing to leave his Current Union must be accompanied by clearance from his Current Union to participate in the Game under the jurisdiction of the RFU.

14.6.9 An application for registration with a Club in Level 4 or above of a person who was an Overseas Player at the time of:

- (a) previously been registered with a Club at Level 5 or below; or
- (b) played for a Club or team which does not require registration;

(“a former Overseas Player”) must be accompanied by clearance from that Player’s former Current Union to participate in the Game under the jurisdiction of the RFU.]

### **Players who were not born in the UK**

*Registration with Clubs at Levels 1 to 4 or at Levels 5 and below where the Player receives a Material Benefit*

- 14.6.10 A copy of the Player’s passport must accompany an application for registration of a Player, who was not born in the United Kingdom of Great Britain and Northern Ireland, with a Club at Level 1 to 4.

### **Players who were not born in the EU**

*Registration with Clubs at Level 1 to 4*

- 14.6.11 Evidence by way of a permit visa or other authority that such person is entitled to receive payment or other benefit from participating in or playing the Game must accompany an application for registration of a Player who was not born in the EU and who will either be contracted, receive a Material Benefit or will play at Levels 1 to 4. Visas or permits which give consent to play rugby football as an amateur are not sufficient.
- 14.6.12 In addition, where the Club is situated in the Channel Islands or the Isle of Man (and therefore subject to different immigration regulations) the application for registration must be accompanied by evidence satisfactory to the RFU that the Player meets the requirements for a permit, visa or other authority from the UK Home Office to play at the Level at which the Club participates.

*Registration with Clubs in Level 5 and below*

- 14.6.13 An application for registration by a Club at Level 5 or below for an amateur Player who was not born in the EU does not need to be accompanied by immigration documents unless specifically requested by the Registrar.
- 14.6.14 An application for registration by a Club at Level 5 or below for a Contracted Player who was not born in the EU needs to be accompanied by the evidence set out at 14.6.11 and 14.6.12 above.

## **14.7 List of Effectively Registered Players**

- 14.7.1 On or before 14 August each year the Registrar will provide to each Club a complete list of its Players showing those with Effective Registration and those pending movement to or from the Club.

## **14.8 De-Registration**

- 14.8.1 A Player or club may request deregistration in accordance with the RFU deregistration process.



- 14.8.3 No application for de-registration may be withdrawn during the 7 day de-registration period. For the avoidance of doubt, an application for Effective Registration may be made in respect of the Player by another Club during that period which, if accepted, will be effective at the end of the Waiting Period.

## **14.9 Loss of Effective Registration**

14.9.1 A Player will cease to have Effective Registration with a Club immediately:

- (a) upon being Effectively Registered with another Club;
- (b) upon expiry of 7 days following a valid application for de-registration
- (c) following a valid application for formal consent, registration or other approval to play for any team in or under the control of a Union other than the RFU;
- (d) if his Effective Registration is cancelled or suspended by the relevant Organising Committee;
- (e) upon the expiry of any work permit visa or other permit or consent required by law unless he is an Overseas Player registered with a Club at level 5 and below who has a properly completed Amateur Declaration lodged with the Registrar on or before the date of the expiry of the said work permit visa or other permit or consent required by law.
- (f) where a Player enters a Contract or receives a Material Benefit and the terms of his permit or visa do not permit him to receive payment of other Material Benefit from participating in the Game;
- (g) where he is an Overseas Player seeking registration at a Club at Level 5 or below and his Current Union refuses to grant clearance or any consent or clearance is withdrawn or delayed;
- (h) where he is an Overseas Player registered with a Club at Level 5 or below and he enters a Contract or receives a Material Benefit without clearance from his Current Union;
- (i) where he is a former Overseas Player and his Club is promoted to Level 4 and he does not have the requisite clearance to play for such Club from his Current Union;
- (j) where a Player playing for a Club at Level 5 and below and the Club is promoted to Level 4 and the terms of his permit or visa do not permit him to play for a Club at Level 4;
- (k) where he was not born in the EU and is playing for a Club situated in the Channel Islands or the Isle of Man which is promoted to Level 4 or above and the Club has not produced evidence satisfactory to the RFU that the Player meets the requirements for a permit, visa or other authority from the UK Home Office to play at the Level at which the Club participates in RFU Competitions;
- (l) where he plays for a Club which is promoted to Level 4 and the Club has not, within 14 days of the start of the Season, lodged with the RFU either a Contract or Amateur Declaration in respect of that Player;

(m) where a Club has failed to update the RFU with changes to the Player's details under Regulation 14.4.6;

(n) pending the outcome of a disciplinary case and/or if subject to sanction in accordance with RFU Regulations.

14.9.2 A Player will cease to have Effective Registration with a Club at the end of the Season if he is a Loan Player who is returning to his loaning/parent Club.

14.9.3 A Player will cease to have Effective Registration with a Club:

(a) if he is a Contracted Player and the Club has not registered his Contract with the RFU (in a form approved by the RFU) within 14 days of the Contracted Player's Registration Date with such Club; or

(b) if he is not a Contracted Player but is playing at a Club in Levels 1 to 4 and the Club has not provided an Amateur Declaration within 14 days of the Effective Date; and

in either case the Club has failed to provide the documentation with 14 days of a reminder from the RFU.

14.9.4 A Player's Effective Registration will be void and invalid as at the Effective Date where the Club in making the Player's application for Effective Registration supplied false, inaccurate or misleading information or forged any signature on any Registration Form or Application Document.

## **14.10 Disputes**

14.10.1 Any dispute on the application or interpretation of this RFU Regulation 14 must be referred to the relevant Registrar in writing stating the grounds for the objection or dispute.

14.10.2 If a dispute is not resolved within 7 days of receipt of the complaint under 14.10.1 above, the Club or Player may submit the original complaint in writing to the RFU Head of Discipline.

## **14.11 General**

14.11.1 The Committee may delegate its powers under this Regulation (other than those under RFU Regulation 14.10, 14.11.2 and 14.11.3) to any Division, Constituent Body or other company, person, association, group, body or committee.

14.11.2 During the Season the Committee may in its sole discretion rectify any error or omission in this RFU Regulation 14 which comes to its attention.

14.11.3 The Committee shall have the discretion to decide upon any matter not provided for in this RFU Regulation 14 and upon its interpretation. The Committee's decision shall be final and binding.

14.11.4 In the event that any provision of this RFU Regulation 14 is found by any Court or competent authority to be illegal, invalid or unenforceable in whole or in part that provision shall be deemed not to form part of this Regulation and the legality, validity and enforceability of the remainder of this Regulation shall not be affected.



# RFU REGULATIONS

## RFU REGULATION 15 – AGE GRADE RUGBY

Regulation 15 is supplemented by the following documents:

- (a) Competition Menu and Competitive Playing Calendar, available at [www.englandrugby.com/my-rugby/players/age-grade-rugby/playing-calendar/](http://www.englandrugby.com/my-rugby/players/age-grade-rugby/playing-calendar/)
- (b) Age Grade Codes of Practice, available at [www.englandrugby.com/codesofpractice](http://www.englandrugby.com/codesofpractice)
- (c) RFU Regulation 21 (Safeguarding), available at [www.englandrugby.com/mm/Document/General/General/01/32/72/80/RFURegulation21\\_English.pdf](http://www.englandrugby.com/mm/Document/General/General/01/32/72/80/RFURegulation21_English.pdf)
- (d) RFU Safeguarding Policy, available at [www.englandrugby.com/governance/safeguarding/](http://www.englandrugby.com/governance/safeguarding/)

### 15.1 General Regulation and Playing Principles

- 15.1.1 Regulation 15 applies to the playing, training and coaching of all variations of rugby for all age groups up until and including Under 18s, including Under 19s playing down into Under 18s rugby (**Age Grade Rugby**). This Regulation 15 applies to both genders unless indicated otherwise.
- 15.1.2 A player's age grade is determined by their age at midnight on 31st August at the beginning of each Season and that age grade applies for the whole Season. Players must play in their own age grade unless permitted to play outside their age grade in the limited circumstances set out in these regulations.
- 15.1.3 Players and Match Officials must comply with the World Rugby Laws of the Games, subject to any permitted Law Variations set out in Appendices of Regulation 15 and such other Law trials and variations as the RFU may adopt.
- 15.1.4 Constituent Bodies and/or clubs must ensure that all Age Grade players are registered by completing the RFU Youth Player Registration Form and are on the RFU's data system within 45 days of their first joining the Club.
- 15.1.5 Constituent Bodies and/or event organisers may require Registration cards and copies of any special dispensations issued to be taken to each match or festival. Team managers must produce these documents for inspection by the opposition or Match Officials if requested.
- 15.1.6 Disciplinary matters relating to Age Grade rugby shall follow the procedures set out in Appendix 6 of RFU Regulation 19.

### 15.2 Grouping of Age Grades

- 15.2.1 Certain age grades are permitted to be grouped together for training and playing as set out in the table at Regulation 15.5.

## RFU REGULATION 15 – AGE GRADE RUGBY

Effective from 1 August 2018

15.2.2 If players are being grouped together, the following conditions must be met:

- (a) the school or club does not have a sufficient number of players to make up a team in the single age grade;
- (b) the school's principal or the club's Constituent Body provides written approval (such approval to be valid for up to one season only);
- (c) no more than half the players on the pitch at any time can be from the older age grade;
- (d) the team plays to the rules of the younger age grade; and
- (e) the provisions of Regulation 15.5 are followed in relation the U12 and U13s girls.

### 15.3 Playing Up

15.3.1 Certain age grades are permitted to play up one or two age grades for training and playing if recommended by the player's club, school or college as set out in the table at Regulation 15.5.

15.3.2 If players are playing up, the following conditions must be met:

- (a) in each case an appropriate assessment is carried out by the club/school/college. Best practice on carrying out an appropriate assessment is set out in the Code [www.englandrugby.com/codesofpractice](http://www.englandrugby.com/codesofpractice);
- (b) in respect of club rugby, approval is obtained from an individual who has parental responsibility for the player;
- (c) in respect of school or college rugby, approval is obtained from an individual who has parental responsibility for the player (who may be the principal in loco parentis);
- (d) in respect of school or college rugby for U16s and above, the individual who has parental responsibility for the player (who may be the principal in loco parentis) is informed that it is possible that this dispensation may result in the player playing with and/or against one or more U19 players who are playing down in accordance with Regulation 15.

### 15.4 Playing Down

15.4.1 Certain age grades are permitted to play down one or two age grades for training and playing if recommended by the player's club, college or school as set out in the table at Regulation 15.5 and only in the following circumstances:

- (a) the player must be in a younger academic year at school/college than the player's academic birth year; or
- (b) the player's safety may be compromised due to their small stature in comparison to other players in the same age grade or due to a developmental or behavioural issue.

15.4.2 If players are playing down an age grade, the following additional conditions must be met:

- (a) in each case an assessment is carried out by the club/college/school. Best practice as to how to carry out an assessment is set out in the Code available at [www.englandrugby.com/codesofpractice](http://www.englandrugby.com/codesofpractice);
- (b) in respect of club rugby, the approval of an individual who has parental responsibility for the player and the Age Grade Youth Chairman, and for U13s and below, the approval of club's Constituent Body is obtained;

- (c) in respect of school or college rugby, the approval of an individual who has parental responsibility for the player (who may be the principal in loco parentis) is obtained;
- (d) in respect of female U19s, the approval of the RFU is obtained;
- (e) if approval is given, the club/college/school must notify the opposing teams and match officials at least 24 hours in advance of the game although an opposition's objection may not prevent the player from playing;
- (f) any permission to play down is valid for up to one season only and the player must remain in that lower age grade for the entire Season; and
- (g) if playing down two age grades, the written approval of the RFU is required.

### 15.5 Playing Up and Playing Down Table

AGE GRADE	GROUPING	PLAYING UP	PLAYING DOWN
<b>MALE AND FEMALE PLAYERS</b>			
U6s	U6s are not permitted to play with any older age grades.		
U7s	U7s and U8s can play and train together	Yes, with U8s only	U7s and U8s can play and train together
U8s		No playing up permitted	
U9s	U9s are permitted to be grouped with U10s in accordance with 15.2.2	No playing up is permitted	Playing down is permitted in limited circumstances in accordance with 15.4
U10s	U10s are permitted to be grouped with U9s or with U11s in accordance with 15.2.2	No playing up is permitted	Playing down is permitted in limited circumstances in accordance with 15.4
U11s	U11s are permitted to be grouped with U10s or with U12s in accordance with 15.2.2	No playing up is permitted	Playing down is permitted in limited circumstances in accordance with 15.4
From U12s and above, mixed rugby is no longer permitted and different regulations apply to male and female players as below			
<b>FEMALE PLAYERS</b>			
U12s	U12s are permitted to play with U13s	U12s are permitted to play with U13s	Playing down is permitted in limited circumstances in accordance with 15.4
U13s	U13s are permitted to play with U12s	U13s are permitted to play with U12s	Playing down is permitted in limited circumstances in accordance with 15.4
U14s	U14s are permitted to play with U15s	U14s are permitted to play with U15s	Playing down is permitted in limited circumstances in accordance with 15.4
U15s	U15s are permitted to play with U14s	U14s are permitted to play with U15s	Playing down is permitted in limited circumstances in accordance with 15.4

U16s	U16s are permitted to play with U17s and U18s	U16s are permitted to play with U17s and U18s	Playing down is permitted in limited circumstances in accordance with 15.4
U17s	U16s are permitted to play with U17s and U18s	U16s are permitted to play with U17s and U18s	Playing down is permitted in limited circumstances in accordance with 15.4
U18s	U16s are permitted to play with U17s and U18s	Yes, see Regulation 15.6	Playing down is permitted in limited circumstances in accordance with 15.4
U19s	No grouping permitted	Yes, see Regulation 15.6	Playing down is permitted in limited circumstances in accordance with 15.4
<b>MALE PLAYERS</b>			
U12s	U12s are permitted to be grouped with U11s or with U13s in accordance with 15.2.2	Yes, playing up one grade is permitted in accordance with 15.3.2	Playing down is permitted in limited circumstances in accordance with 15.4
U13s	U13s are permitted to be grouped with U12s in accordance with 15.2.2	Yes, playing up one age grade is permitted in accordance with 15.3.2	Playing down is permitted in limited circumstances in accordance with 15.4
U14s	No grouping permitted	Yes, playing up one age grade is permitted in accordance with 15.3.2	Playing down is permitted in limited circumstances in accordance with 15.4
U15s	No grouping permitted	Yes, playing up one age grade is permitted in accordance with 15.3.2	Playing down is permitted in limited circumstances in accordance with 15.4
U16s	No grouping permitted	Yes, in accordance with 15.3.2 <ul style="list-style-type: none"> <li>- playing up one age grade is permitted, including playing in the front row</li> <li>- playing up two age grades is permitted but not including in the front row of contested scrums in 15 a-side rugby</li> </ul>	Playing down is permitted in limited circumstances in accordance with 15.4

U17s	No grouping permitted	Yes, in accordance with 15.3.2  - playing up one age grade is permitted, including playing in the front row - playing up two age grades is permitted, including playing in the front row	Playing down is permitted in limited circumstances in accordance with 15.4
U18s	No grouping permitted	Yes, see Regulation 15.6	Playing down is permitted in limited circumstances in accordance with 15.4
U19s	No grouping permitted	Yes, see Regulation 15.6	Playing down is permitted in limited circumstances in accordance with 15.4

## 15.6 Playing with adults

15.6.1 A male and female player can play and train in adult contact rugby when they reach their seventeenth birthday provided the following conditions are met:

- (a) they have been assessed as capable of playing with adults;
- (b) the RFU's Playing Adult Rugby Form has been duly completed and signed; and
- (c) the player does not train or play in the front row of the contested scrum. Once a player has reached the age of 18, the player may play in any position.

15.6.2 Players of all ages and both sexes may train and play together in non-competitive, non-contact rugby provided the following conditions are met:

- (a) Regulation 15.8 is applied;
- (b) the organiser and/or coach has assessed the session and/or match to be safe for all players; and
- (c) under no circumstances is any element of contact rugby permitted and the training session and/or match should be conducted in accordance with the best practice principles set out in the Code.

## 15.7 England Academy Players and Representative Rugby

15.7.1 With the prior written approval of the RFU Head of Regional Academies, England Academy Players (as defined in RFU Regulation 1) can:

- (a) at U16, play up two age grades in the front row of the scrum;
- (b) at 16 years old, play and train with adults, except in the front row; and
- (c) at 17 years old, play and train with adults, including in the front row.

15.7.2 Subject to competition regulations, a player may qualify to represent an Age Grade representative team in a Constituent Body for that season if the player meets one of



the following criteria:

- (a) he/she attends a school affiliated to that Constituent Body Schools Union;
- (b) he/she resides in that Constituent Body for any part of that season;
- (c) he/she was born in that Constituent Body;
- (d) he/she is a registered playing member of a club affiliated to that Constituent Body;
- (e) he/she played for that Constituent Body in a representative fixture the previous season.

15.7.3 Membership of a Constituent Body's Developing Player Programme (DPP)/Elite Player Development Group (EPDG) or an Academy does not entitle a Player to play for that Constituent Body if the Player does not satisfy one of the criteria set out in 15.7.2.

15.7.4 Where a player has not been selected for a Constituent Body the Divisional Chairman of Selectors may allow the Player to play for another Constituent Body for which the Player is not qualified if it is in the interests of the Player's development.

## **15.8 Season and Out of Season Activity**

15.8.1 In Age Grade Rugby the Season shall be:

Season 2018-2019 will run from Saturday 1 September 2018 until Monday 6 May 2019

Season 2019-2020 will run from Saturday 7 September 2019 until Monday 4 May 2020

and for the purposes of this Regulation 15, the Season shall mean the Age Grade Season.

15.8.2 The RFU has specifically developed best practice principles on out of season activity to ensure players have sufficient rest and recovery over the summer. In particular, children of primary school age are to be encouraged to participate in non-rugby activities that develop fundamental movement and core skills. The RFU expects those involved in age grade rugby to respect these principles in the interest of player welfare. These principles can be found at [www.englandrugby.com/codesofpractice](http://www.englandrugby.com/codesofpractice).

15.8.3 Rugby activity is permitted during the Season and outside of the Season as set out below (and summarised in the table at 15.8.7):

### **U13s and below**

15.8.4 In the 13s and below age grades, all rugby activity is permitted throughout the year (during the Season and outside of the Season) except:

- (a) U5s and U6s are not permitted to participate in: (a) contact at any time of the year; (b) contact or non-contact matches and competitions at any time of the year; and (c) Outgoing Tours outside of the Season.
- (b) U7s and U8s are not permitted to participate in: (a) contact training at any time of the year; (b) contact matches and competitions at any time of the year; (c) non-contact matches and competitions outside of the Season; and (d) Outgoing Tours outside of the Season.

- (c) U9s to U11s are not permitted to participate in: (a) contact training outside of the Season; (b) contact matches and competitions outside of the Season; (c) non-contact matches and competitions outside of the Season; and (d) Outgoing Tours outside of the Season.
- (d) U12s and U13s are not permitted to participate in: (a) contact training outside of the Season; (b) contact matches and competitions outside of the Season; and (c) Outgoing Tours outside of the Season.

#### **U14s and above**

15.8.5 In U14s to U18s age grades, all rugby activity is permitted throughout the year (during the Season and outside of the Season) except that no training, matches and competitions involving contact are permitted save that:

- (a) at U14, U15 and U16, XRugby 7s matches and competitions (including preparation for those matches and competitions) are permitted;
- (b) at U17 and U18, XRugby 7s or 7-a-side matches and competitions (including preparation for those matches and competitions) are permitted;
- (c) if a competition match scheduled to be played within the Season is abandoned or postponed due to adverse weather conditions, such match may be replayed up to and including the last May Bank Holiday Monday, at all times in accordance with Regulation [15.9] which requires prior written approval;
- (d) in the last two weeks immediately prior to the start of the Season pre-season training and training matches are permitted;
- (e) Academy or Centre of Excellence activity is permitted if pre-approved by the RFU.

15.8.6 Outgoing Tours and preparations for such tours at U14 and above are permitted as long as Regulation 15.9 is complied with.

15.8.7 Overview of rugby activity that is permitted during the Season and outside of the Season:

<b>AGE GRADE</b>	<b>IN SEASON ACTIVITY</b>				
	<b>NON-CONTACT</b>		<b>CONTACT</b>		<b>OUTGOING TOURS</b>
	<b>Training</b>	<b>Matches &amp; Competitions</b>	<b>Training</b>	<b>Matches &amp; Competitions</b>	
U5s & U6s	YES	NO	NO	NO	YES
U7s & U8s	YES	YES	NO	NO	YES
U9s, U10s & U11s	YES	YES	YES	YES	YES
U12s & U13s	YES	YES	YES	YES	YES

U14s, U15s & U16s	YES	YES	YES	YES	YES
U17s & U18s	YES	YES	YES	YES	YES
<b>AGE GRADE</b>	<b>OUT OF SEASON ACTIVITY</b>				
	<b>NON-CONTACT</b>		<b>CONTACT</b>		<b>OUTGOING TOURS</b>
	<b>Training</b>	<b>Matches &amp; Competitions</b>	<b>Training</b>	<b>Matches &amp; Competitions</b>	
U5s & U6s	NO	NO	NO	NO	NO
U7s & U8s	YES	NO	NO	NO	NO
U9s, U10s & U11s	YES	NO	NO	NO	NO
U12s & U13s	YES	YES	NO	NO	NO
U14s, U15s & U16s	YES	YES	NO, SAVE AS PERMITTED IN 15.8.5	NO, SAVE AS PERMITTED IN 15.8.5	YES
U17s & U18s	YES	YES	NO, SAVE AS PERMITTED IN 15.8.5	NO, SAVE AS PERMITTED IN 15.8.5	YES

### 15.9 Approval of Competitive Activity, Rugby Camps and Tours

15.9 Competitions, Tournaments, Festivals, Rugby Camps and Tours are permitted but the following conditions must be met:

- (a) Regulation 15 is complied with in full;
- (b) they are in line with the Age Grade Playing Calendar and competition format of the specific age grade; and
- (c) written prior approval is obtained as set out in the table below.

<b>ACTIVITY</b>	<b>ORGANISED FOR</b>	<b>APPROVED BY</b>
In Season & Out of Season Competitions Locally organised Festivals, Tournaments and Competitions	Clubs	CB
	Schools	CSU
	Colleges	ECRFU
National Festivals, Competitions and Camps If participating teams are from more than just neighbouring CBs and there are more than six entrants	Clubs	CB
	Schools	ERFSU
	Colleges	ECRFU
Rugby Camps - Local/County	All & other providers	CB
Rugby Camps - Regional/National	All & other providers	RFU

CB & Regional Competitions and Rep Rugby Annual activity beyond club and school/college level (incl domestic Unions), to be submitted in Age Grade Playing Calendars	All	RFU
Rugby Tours Outgoing and Incoming tours in England and abroad	See Regulation 10 and Guidance at <a href="http://www.englandrugby.com/governance/gamesupport/rugby-tours">www.englandrugby.com/governance/gamesupport/rugby-tours</a>	

## 15.10 Clothing

15.10.1 Age grade players are permitted to wear base layers provided they comply with the World Rugby Regulatory requirements which are available on [www.worldrugby.org/](http://www.worldrugby.org/)

15.10.2 Players of all age grades are permitted to wear spectacles, glasses or specifically designed sports goggles in all forms of non-contact rugby. Players are not permitted to wear spectacles, glasses or specifically designed sports goggles in any form of contact rugby.

*Note: For information about the RFU goggles trial, please see RFU Goggles Trial Update at [www.englandrugby.com/governance/regulations/](http://www.englandrugby.com/governance/regulations/)*

## 15.11 Duration of Matches, Coaching and Training Sessions

15.11.1 All players, match officials, schools and clubs must ensure that no player plays more than 35 matches per Season and in respect of all matches and festivals, plays no more than the maximum playing times set out in the table below:

AGE GRADE	MAXIMUM MINUTES EACH HALF	MAXIMUM MINUTES PER DAY
U7s & U8s	10	50
U9s & U10s	15	60
U11s & U12s	20	70
U13s & U14s	25	80
U15s	30	90
U16s and above	35	90

Further guidance as playing times and durations for single fixtures, festivals, tournaments and coaching and training sessions are set out in the Guidance available at [www.englandrugby.com/codesofpractice](http://www.englandrugby.com/codesofpractice)

15.11.2 No extra time is permitted in any match except that added for injury time.

15.11.3 Matches must be brought to an end if:

- (a) at Under 7s to Under 12s the try difference rises to more than six; or
- (b) at Under 13s to Under 18s the points difference is more than 50 points unless

both teams are in agreement to continue.

### **15.12 Competition Regulations**

There are specific competition regulations relating to the following Age Grade competitions and these are available upon request from the RFU:

- (a) U15s and U18s Schools Cup
- (b) AASE League
- (c) National U18s Cup
- (d) U18 Academy League
- (e) Schools Champions Trophy
- (f) National U15 Girls Cup
- (g) National U18 Girls Cup
- (h) National Girls 7s U18 and U15



# RFU REGULATIONS

## RFU REGULATION 15 – AGE GRADE RUGBY (APPENDIX 1)

### UNDER 7s RULES OF PLAY (Tag Rugby)

Players and match officials must ensure that the following Rules of Play and RFU Regulation 15 [www.englandrugby.com/governance/regulations](http://www.englandrugby.com/governance/regulations) are observed when playing at Under 7.

These Under 7s Rules of Play set out below are mandatory for clubs and schools, and replace the previous Under 7s Rules of Play in their entirety.

Any terms defined in these Rules shall have the meanings set out in the World Rugby Laws of the Game.

#### The key elements of the Under 7s Rules of Play are:

- Team numbers: a maximum of 4-a-side
- Maximum pitch size: 20 metres x 12 metres
- Ball Size: 3
- Maximum minutes each half: 10
- Scoring: Players not permitted to go to ground to score tries
- Play can continue from a knock-on
- No tackling
- No kicking, scrums or lineouts

#### 1. General:

- a) The object of the game is to score a try by placing the ball with downward pressure on or behind the opponents' goal line. A penalty try is awarded if a try would probably have been scored but for an infringement by an opponent.
- b) For safety reasons, where Tag Rugby is played indoors or in restricted areas, a try can be scored by the ball carrier crossing the vertical plane of the goal line without grounding the ball. This allows players to have their head up and be aware of their surroundings at all times.
- c) The sanction for all infringements is initially a free pass (see Rule 5).
- d) For the sake of safety, the ball carrier must remain on their feet at all times and they are not allowed to score a try by diving over the goal line. If a player grounds the ball while on their knees, the try is allowed but, afterwards, all players may be reminded that they must stay on their feet. A player may not be prevented from grounding the ball by any physical contact (including placing a hand between the ball and the ground).

#### 2. Teams:

- a) Tag Rugby is played between teams of equal numbers of players, each team containing a maximum of four players on the pitch at any one time.
- b) Rolling substitutions are permitted and substituted players can return at any

time. Substitutions can only take place when the ball is dead and always with the referee's permission.

- c) Coaches are not permitted on the pitch when the game is in play and the referee is encouraged to advise and guide the teams and players.

### **3. Pitch Size:**

- a) The maximum pitch size is 20 metres by 12 metres, plus 5 metres for each in-goal area.
- b) The referee and coaches may agree to reduce the pitch sizes provided that they agree it is safe to do so.
- c) Adjacent pitches should be no closer than 5 metres.

### **4. Passing:**

- a) The ball may only be passed sideways or backwards (but not forwards) through the air and may not be handed to another player.
- b) If the ball is handed to another player or passed forward then a free pass is awarded to the non-offending team, unless advantage occurs to the non-offending team. If the ball is accidentally knocked forwards towards the opponents' dead ball line this does not constitute an offence and play can continue.
- c) In order to keep the game flowing, referees should play advantage wherever possible.

### **5. Free Passes:**

- a) The sanction for all infringements is initially a free pass.
- b) A free pass is also awarded:
  - i. To start the match at the beginning of each half from the centre of the pitch.
  - ii. From the side of the pitch when the ball or ball carrier goes into touch at the point where the ball or ball carrier went out of play.
  - iii. From where the referee makes a mark when an infringement has taken place.
  - iv. After a try is scored, to restart the match by the non-scoring team from the centre of the pitch.
  - v. When the ball is pulled from the ball carrier's grasp.
- c) At a free pass, the passer must start with the ball in both hands and, when the referee calls "Play", pass the ball backwards through the air to a member of their team. For safety reasons, no player may run until the pass is made.



- d) i. At a free pass, the opposition must be 3 metres back from the mark. They cannot start moving forward until the ball leaves the hands of the player passing the ball.
- ii. If an infringement takes place or the ball goes into touch over the goal line or within 3 metres of the goal line, then the free pass must be awarded to the non-offending team 3 metres from the goal line. This gives more space for both teams to play. A mark for a free pass may not take place within 3 metres of a goal line.

## **6. The Tag:**

- a) All players must wear a tag belt around their waist with two tags attached to it by Velcro positioned over each hip. Tag belts are to be securely fastened and any excess belt is to be tucked away so that this cannot be pulled. Tag belts must be worn outside of shirts and not obscured in any way. Tags must not be wrapped around the belt or otherwise to prevent them from being pulled off.
- b) The standard dimensions for a tag are 38cms in length by 5cms in width although slight variations of a few millimetres are permitted. They should be made of flexible plastic or plastic/canvas material. Tags are generally provided in red, blue, green and yellow and must sufficiently stand out against the player's strip. The tags must not be the same colour as the players' shorts or shirts. Tags must be positioned on the side of the hips (not at the front or back).
- c) A "Tag" is the removal of one or two tags from the ball carrier's belt. Only the ball carrier can be tagged. The ball carrier can run and dodge potential taggers but cannot fend them off using their hands or the ball and cannot guard or shield their tags in any way. The ball cannot be pulled out of the ball carrier's hands at any time.
- d) If a player does not have two tags on their belt, one on each hip, they will be penalised if they become a ball carrier or if they tag an opponent and a free pass will be awarded to the non-offending team at the place of infringement (i.e. where the infringement was noticed).

### **ACTIONS BY THE BALL CARRIER:**

- e) When the ball carrier is tagged the ball must be passed to a team mate within 3 seconds. The ball carrier must attempt to stop as soon as possible; within approximately 3 strides, but the ball can be passed in the act of stopping. If the pass takes longer than 3 seconds or the player takes more than approximately 3 strides a free pass is awarded to the non-offending team at the place where the tag occurred.
- f) After a ball carrier has been tagged, that player must go to the tagger, retrieve their tag and place it back on their belt before re-joining play. If the player continues to play and influences the game without collecting their tag, a free pass is awarded to the non-offending team at the place of infringement (i.e. the point at which that player had influence).
- g) Players are however only allowed one step to score a try after being tagged.
- h) If the ball carrier is tagged whilst standing inside the opponents' in-goal area

they must ground the ball immediately in order to score. Referees may assist by advising the ball carrier “Touch the ball down and I’ll award the try”, or similar.

- i) If the ball carrier dives to ground to score a try it will be disallowed and a free pass will be awarded to the defending team 3 metres out from the goal line.

#### ACTIONS BY THE TAGGER:

- j) When a tag is made, the tagger must stop running, hold the tag above their head and shout, “Tag”. At this stage the referee must call, “Tag – Pass”.
- k) If the ball carrier stops running within 1 metre of the tagger, the tagger must move back towards their own goal line, at least 1 metre, to allow room for the ball to be passed. If the tagger fails to retire at least 1 metre before re-joining the game, they are to be considered offside and a free pass will be awarded to the non-offending team at the place of infringement (i.e. where the infringement was noticed).
- l) Once the ball has been passed, the tagger must hand back the tag to the player and cannot re-join the match until this has been done. If a tagger continues to play and influences the match with an opponent’s tag in their hand, or throws it to the floor, a free pass is awarded to the non-offending team at the place of infringement.

### **7. Offside:**

Offside only occurs at the time of the tag where the offside line is through the centre of the ball except for the tagger for whom it is 1 metre further back. When a tag is made, all the other players from the tagger’s team must attempt to retire towards their own goal line until they are behind the ball. If a player, in an offside position, intercepts, prevents or slows down a pass from the tagged player to a team mate, a free pass will be awarded to the non-offending team. A player can, however, run from an onside position to intercept a pass before it reaches the intended receiver.

### **8. Ball on the Ground:**

- a) Players of Tag Rugby must be encouraged to stay on their feet, with the ball in hand. If the ball goes to ground, players can pick it up, run and pass but they must not dive to the floor to recover the ball.
- b) If the ball is passed other than forward and goes to ground, play will continue and either team may pick up the ball. If the passed ball rolls into touch a free pass will be taken from the touchline by the opponents of the team who the ball touched last.
- c)
  - i. If the ball is passed forward, a free pass is awarded to the non-offending team unless advantage occurs to the non-offending team.
  - ii. If the ball is accidentally knocked forwards towards the opponents’ dead ball line this does not constitute an infringement and play can continue.
  - iii. If the player falls to the ground with the ball then a free pass will be awarded to the non-offending team.

## **9.     Infringements:**

In Tag Rugby, there is an emphasis on running with the ball, evasion, running in support of the ball carrier, passing and running to tag the ball carrier. The following are not permitted:

- a)   tackling or contact: The only contact allowed between the two teams is the removal of a tag from the belt of the ball carrier. Any other type of contact on the ball carrier, such as shirt pulling, running in front of or barging the ball carrier, forcing the ball carrier into touch, etc must be penalised with a free pass and the players concerned reminded of the rules;
- b)   kicking of any kind;
- c)   hand off or fend off (a hand off being the placing of an open palmed hand against an opponent's face or body while a fend off is an outstretched arm by the ball carrier towards an opponent to discourage that person from making a tag);
- d)   the ball carrier or a potential tagger must not deliberately make contact with an opponent. If such contact is made the game must be stopped, the offender spoken to, reminded of the non-contact rules of tag and a free pass awarded to the non-offending team; and
- e)   the ball must not be pulled from the ball carrier's grasp.
- f)   acts of foul play.



# RFU REGULATIONS

## RFU REGULATION 15 – AGE GRADE RUGBY (APPENDIX 2)

### UNDER 8s RULES OF PLAY (Tag Rugby)

Players and match officials must ensure that the following Rules of Play and RFU Regulation 15 [www.englandrugby.com/governance/regulations](http://www.englandrugby.com/governance/regulations) are observed when playing at and Under 8.

These Under 8s Rules of Play set out below are mandatory for clubs and schools, and replace the previous Under 8s Rules of Play in their entirety.

Any terms defined in these Rules shall have the meanings set out in the World Rugby Laws of the Game.

#### The key elements of the Under 8s Rules of Play are:

- Team numbers: a maximum of 6-a-side
- Maximum pitch size: 45 metres x 22 metres
- Ball Size: 3
- Maximum minutes each half: 10
- Scoring: Players permitted to go to ground to score tries
- No tackling
- No kicking, scrums or lineouts

#### 1. General:

- a) The object of the game is to score a try by placing the ball with downward pressure on or behind the opponents' goal line. A penalty try is awarded if a try would probably have been scored but for an infringement by an opponent.
- b) For safety reasons, where Tag Rugby is played indoors or in restricted areas, a try can be scored by the ball carrier crossing the vertical plane of the goal line without grounding the ball. This allows players to have their head up and be aware of their surroundings at all times.
- c) The sanction for all infringements is initially a free pass (see Rule 5).

#### 2. Teams:

- a) Tag Rugby is played between teams of equal numbers of players, each team containing a maximum of six players on the pitch at any one time.
- b) Rolling substitutions are permitted and substituted players can return at any time. Substitutions can only take place when the ball is dead and always with the referee's permission.
- c) Coaches are not permitted on the pitch when the game is in play and the referee is encouraged to advise and guide the teams and players.

### **3. Pitch Size:**

- a) The maximum pitch size is 45 metres by 22 metres, plus 5 metres for each in-goal area.
- b) The referee and coaches may agree to reduce the pitch sizes provided that they agree it is safe to do so.
- c) Adjacent pitches should be no closer than 5 metres.

### **4. Passing:**

- a) The ball may only be passed sideways or backwards (but not forwards) through the air and may not be handed to another player.
- c) If the ball is handed to another player or passed or knocked forwards towards the opponents' dead ball line then a free pass is awarded to the non-offending team, unless advantage occurs to the non-offending team.
- d) In order to keep the game flowing, referees should play advantage wherever possible.

### **5. Free Passes:**

- a) The sanction for all infringements is initially a free pass.
- b) A free pass is also awarded:
  - i. To start the match at the beginning of each half from the centre of the pitch.
  - ii. From the side of the pitch when the ball or ball carrier goes into touch at the point where the ball or ball carrier went out of play.
  - iii. From where the referee makes a mark when an infringement has taken place.
  - iv. After a try is scored, to restart the match by the non-scoring team from the centre of the pitch.
  - v. When the ball is pulled from the ball carrier's grasp.
- c) At a free pass, the passer must start with the ball in both hands and, when the referee calls "Play", pass the ball backwards through the air to a member of their team. For safety reasons, no player may run until the pass is made.
- d)
  - i. At a free pass, the opposition must be 7 metres back from the mark. They cannot start moving forward until the ball leaves the hands of the player passing the ball.
  - ii. If an infringement takes place or the ball goes into touch over the goal line or within 7 metres of the goal line, then the free pass must be awarded to the non-offending side 7 metres from the goal line. This gives more space for both attacking and defending teams to play in.

## **6. The Tag:**

- a) All players must wear a tag belt around their waist with two tags attached to it by Velcro positioned over each hip. Tag belts are to be securely fastened and any excess belt is to be tucked away so that this cannot be pulled. Tag belts must be worn outside of shirts and not obscured in any way. Tags must not be wrapped around the belt or otherwise to prevent them from being pulled off.
- b) The standard dimensions for a tag are 38cms in length by 5cms in width although slight variations of a few millimetres are permitted. They should be made of flexible plastic or plastic/canvas material. Tags are generally provided in red, blue, green and yellow and must sufficiently stand out against the player's strip. The tags must not be the same colour as the players' shorts or shirts. Tags must be positioned on the side of the hips (not at the front or back).
- c) A "Tag" is the removal of one or two tags from the ball carrier's belt. Only the ball carrier can be tagged. The ball carrier can run and dodge potential taggers but cannot fend them off using their hands or the ball and cannot guard or shield their tags in any way. The ball cannot be pulled out of the ball carrier's hands at any time.
- d) If a player does not have two tags on their belt, one on each hip, they will be penalised if they become a ball carrier or if they tag an opponent and a free pass will be awarded to the non-offending team at the place of infringement (i.e. where the infringement was noticed).

### **ACTIONS BY THE BALL CARRIER:**

- e) When the ball carrier is tagged the ball must be passed to a team mate within 3 seconds. The ball carrier must attempt to stop as soon as possible; within approximately 3 strides, but the ball can be passed in the act of stopping. If the pass takes longer than 3 seconds or the player takes more than approximately 3 strides a free pass is awarded to the non-offending team at the place where the tag occurred.
- f) After a ball carrier has been tagged, that player must go to the tagger, retrieve their tag and place it back on their belt before re-joining play. If the player continues to play and influences the game without collecting their tag, a free pass is awarded to the non-offending team at the place of infringement (i.e. the point at which that player had influence).
- g) Players are however only allowed one step to score a try after being tagged.
- h) If the ball carrier is tagged whilst standing inside the opponents' in-goal area they must ground the ball immediately in order to score. Referees may assist by advising the ball carrier "Touch the ball down and I'll award the try", or similar.

### **ACTIONS BY THE TAGGER:**

- j) When a tag is made, the tagger must stop running, hold the tag above their head and shout, "Tag". At this stage the referee must call, "Tag – Pass".
- k) If the ball carrier stops running within 1 metre of the tagger, the tagger must move back towards their own goal line, at least 1 metre, to allow room for the ball to be passed. If the tagger fails to retire at least 1 metre before re-joining

the game, they are to be considered offside and a free pass will be awarded to the non-offending team at the place of infringement (i.e. where the infringement was noticed).

- l) Once the ball has been passed, the tagger must hand back the tag to the player and cannot re-join the match until this has been done. If a tagger continues to play and influences the match with an opponent's tag in their hand, or throws it to the floor, a free pass is awarded to the non-offending team at the place of infringement.
- m)
  - i. To reward good defence and to promote the ball carrier's team keeping the ball alive by passing the ball before being tagged, the team in possession of the ball will only be allowed to be tagged a maximum of 6 times before scoring a try. At the 7th tag, the referee will stop the game and award a free pass to the other team at the point that the tag took place. If the 7th tag takes place one step from the goal line and the ball is grounded, the try will be disallowed and the opposition will be given the ball for a free pass 7 metres out from the goal line, in line with the point the goal line was crossed.
  - ii. Coaches of the teams may agree to reduce the maximum number of allowable tags to provide more of a challenge to their players, both in attack and defence. If coaches cannot agree then the 7th tag ruling will apply.

## **7. Offside:**

Offside only occurs at the time of the tag where the offside line is through the centre of the ball except for the tagger for whom it is 1 metre further back. When a tag is made, all the other players from the tagger's team must attempt to retire towards their own goal line until they are behind the ball. If a player, in an offside position, intercepts, prevents or slows down a pass from the tagged player to a team mate, a free pass will be awarded to the non-offending team. A player can, however, run from an onside position to intercept a pass before it reaches the intended receiver.

## **8. Ball on the Ground:**

- a) Players of Tag Rugby must be encouraged to stay on their feet, with the ball in hand. If the ball goes to ground, players can pick it up, run and pass but they must not dive to the floor to recover the ball.
- b) If the ball is passed other than forward and goes to ground, play will continue and either team may pick up the ball. If the passed ball rolls into touch a free pass will be taken from the touchline by the opponents of the team who the ball touched last.
- c)
  - i. If the ball is passed or knocked forward (other than as set out in (d)(ii) below), a free pass is awarded to the non-offending team unless advantage occurs to the non-offending team.
  - ii. Where the ball is on the ground over the goal line:
    - If a team drop the ball over their own goal line, and their opponents fall on it or touch it down a try shall be awarded.



- If a team drop the ball over their own goal line, and then fall on it or touch it down a free pass shall be awarded to the attacking team 7 metres from the goal line.
- If the team in possession drop the ball forward over the goal line, and there is no advantage to their opponents, a free pass shall be awarded to the defending team 7 metres from the goal line.
- If the team in possession drop the ball backwards over the goal line and then touch it down or fall on it a try shall be awarded.
- If the team in possession team drop the ball backwards over the goal line and their opponents touch the ball down or fall on it, a free pass shall be awarded to the defending team 7 metres out from the goal line.

## **9.     Infringements:**

In Tag Rugby, there is an emphasis on running with the ball, evasion, running in support of the ball carrier, passing and running to tag the ball carrier. The following are not permitted:

- a) Tackling or contact: The only contact allowed between the two teams is the removal of a tag from the belt of the ball carrier. Any other type of contact on the ball carrier, such as shirt pulling, running in front of or barging the ball carrier, forcing the ball carrier into touch, etc must be penalised with a free pass and the players concerned reminded of the rules;
- b) Kicking of any kind;
- c) Hand off or fend off (a hand off being the placing of an open palmed hand against an opponent's face or body while a fend off is an outstretched arm by the ball carrier towards an opponent to discourage that person from making a tag);
- d) The ball carrier or a potential tagger must not deliberately make contact with an opponent. If such contact is made the game must be stopped, the offender spoken to, reminded of the non-contact rules of tag and a free pass awarded to the non-offending team; and
- e) The ball must not be pulled from the ball carrier's grasp;
- f) Acts of foul play.



# RFU REGULATIONS

## RFU REGULATION 15 – AGE GRADE RUGBY (APPENDIX 3)

### UNDER 9s RULES OF PLAY (Transitional Contact)

Players and match officials must ensure that the following Rules of Play and RFU Regulation 15 [www.englandrugby.com/governance/regulations](http://www.englandrugby.com/governance/regulations) are observed when playing rugby at Under 9.

These Under 9s Rules of Play set out below are mandatory for clubs and schools, and replace the previous Under 9s Rules of Play in their entirety.

Any terms defined in these Rules shall have the meanings set out in the World Rugby Laws of the Game.

#### The key elements of the Under 9s Rules of Play are:

- Team numbers: a maximum of 7-a-side
- Maximum pitch size: 60 metres x 30 metres
- Ball Size: 3
- Maximum minutes each half: 15
- Introduction of the tackle only but no rucks, mauls, lineouts or scrums

#### 1. General:

The object of the game is to score a try by placing the ball with a downward pressure on or behind the opponents' goal line. A penalty try will be awarded if a try would probably have been scored but for an infringement by the defending team.

#### 2. Teams:

- a) Under 9 Rugby is played between teams of equal numbers of players, containing a maximum of seven players on the pitch at any one time.
- b) Rolling substitutions are permitted and substituted players can return at any time. Substitutions can only take place when the ball is dead and always with the referee's permission.
- c) Coaches are not permitted on the pitch when the game is in play and the referee is encouraged to advise and guide the teams and players.

#### 3. Pitch Size:

- a) The maximum pitch size is 60 metres by 30 metres, plus 5 metres for each in-goal area.
- b) The referee and coaches may agree to reduce the pitch sizes provided that they agree it is safe to do so.
- c) Adjacent pitches should be no closer than 5 metres.

#### **4. Passing:**

The ball may only be passed sideways or backwards. If the ball is knocked or passed forwards towards the opponents' dead ball line, then a free pass is awarded to the non-offending team, unless advantage occurs to the non-offending team. In order to keep the game flowing, referees should play advantage wherever possible.

#### **5. Free Passes:**

- a) A free pass is awarded:
  - i. To start the match at the beginning of each half from the centre of the pitch.
  - ii. When there has been an infringement.
  - iii. For a forward pass.
  - iv. For a knock on.
  - v. After a try is scored, to restart the match by the non-scoring team from the centre of the pitch.
  - vi. When the ball or ball carrier goes into touch. The free pass is 5 metre from touch, level with where the ball or ball carrier went into touch.
  - vii. When the ball is pulled from the ball carrier's grasp.
  - viii. When the tackler makes contact at or above the armpit.
- b) At a free pass, the opposition must be 7 metres back from the mark. At a free pass, the passer must start with the ball in both hands and, when the referee calls "Play", pass the ball backwards through the air to a member of their team. For safety reasons, no player may run until the pass is made.

#### **6. The Tackle:**

- a) A "Tackle" occurs when the ball carrier is held by one or more opponents and is brought to ground. A ball carrier who is not held is not a tackled player and a tackle has not taken place. Opposition players who hold the ball carrier and bring that player to ground, and who also go to ground, are known as tacklers. Opposition players who hold the ball carrier and do not go to ground are not tacklers. The tackle must include the use of arms.
- b) Where the ball carrier remains on their feet the referee must call "Tackle" (allowing approximately 3 seconds to establish whether the ball carrier is held). Where the ball carrier is taken to ground, the referee must also call "Tackle-Release".
- c) The ball carrier can run and dodge potential tacklers but cannot fend off or hand off using their hands or the ball. The ball cannot be pulled out of the ball carrier's hands at any time.

#### ACTIONS BY THE BALL CARRIER in the tackle:

- d) When the referee says “Tackle” the ball carrier must pass the ball to a supporting player from their own team, either from standing or from the ground within 3 seconds of the call.
- e) Once “Tackle” has been called the ball carrier can continue to go forward (if on their feet), but must pass within 3 seconds.
- f) The ball carrier cannot score a try once “Tackle” has been called and must pass to a supporting player.
- g) If the ball carrier is within a metre of their opponents’ goal line the referee should allow the 3 seconds before calling “Tackle”. If the player touches the ball down on or over the goal line within that time, a try will be awarded.

#### ACTIONS BY THE TACKLER:

- h) The tackler must grasp the ball carrier below the armpits. The tackle must include the use of arms.
- i) The tackler may not contest the ball (grabbing it, blocking the pass), but may attempt to stop the ball carrier attempting to gain ground.
- j) More than one defender is allowed in the tackle, but must allow the ball carrier to pass the ball.
- k) Once the referee has called “Tackle”, the tackler can continue to keep hold to prevent further forward movement of the ball carrier, but must not prevent the ball carrier from passing the ball and must release the ball carrier and re-join the game once the pass has been made. If the tackle is made to ground, the tackler must release and get to their feet as soon as possible, they must not contest the ball nor block the pass and must get into an on-side position between their goal line and the tackled player.
- l) If the ball carrier has not been held for 3 seconds and the referee has not called “Tackle”, the ball carrier is allowed to score a try or in one movement (if on the ground) place the ball over the goal line.

#### ACTIONS BY THE TEAM IN POSSESSION:

- m) When a tackle is made the attacking team should support from behind.
- n) The supporting players may not assist the ball carrier in moving forward by either driving with the shoulder or binding on.
- o) The supporting players must be behind or level with the ball carrier to receive a pass. Any player that is passed the ball before, during or after contact may run with it.
- p) A supporting player may rip the ball from the ball carrier but must then pass the ball immediately to a team mate.
- q) Supporting players must not deliberately stand either side and in close proximity to the ball carrier to prevent defenders from making the next tackle.

- r) A supporting player may pick the ball up from a tackled player or ground, but must then pass the ball immediately to a team mate. This player who passes the ball cannot be tackled.

#### ACTIONS BY THE TEAM NOT IN POSSESSION:

- s) When the tackle is made other opponents cannot prevent the ball carrier from passing the ball.
- t) At the tackle, opponents must stay 1m behind the hindmost foot of the hindmost player. This represents the offside line and opponents must retreat and stay behind the offside line or the goal line (if closer) until the pass is made, otherwise they will be considered to be offside.

### **7. Transitional Rugby Variation:**

TO BE AGREED BY BOTH COACHES & REFEREE PRIOR TO THE COMMENCEMENT OF THE MATCH. Where the players are confident and proficient and to challenge them further: To reward good defence and to promote the ball carrying team keeping the ball alive by passing the ball before being tackled, the team in possession of a ball will only be allowed to be tackled a maximum of 6 times before scoring a try. At the 7th tackle, the referee will stop the game and give the ball to the other team by awarding a free pass at the point that the tackle took place. If the 7th tackle takes place one or more metres from the goal line and the ball is grounded, the try will be disallowed and the opposition will be given the ball for a free pass 7 metres out from the goal line, in line with the point the goal line was crossed.

If the coaches and referee do not agree, the rules variations set out in point 7 above shall not apply.

### **8. Offside:**

Offside only occurs at the time of the tackle. If a player, in an offside position, intercepts, prevents or slows down a pass from the tackled player to a team mate, a free pass will be awarded to the non-offending team. A player can, however, run from an onside position to intercept a floated pass before it reaches the intended receiver.

### **9. Infringements:**

There is an emphasis on running with the ball, evasion, running in support of the ball carrier and passing; and for the opponents on tackling the ball carrier, prevent them going forward and to get back into the game. In Under 9 rugby the following are not permitted:

- a) Contact above the armpits. If contact is above the armpits, the game must be stopped, the offender spoken to, reminded of the contact rules and a free pass awarded to the non-offending team.
- b) Kicking of any kind.
- c) Hand off or fend off (a hand off being the placing of an open palmed hand by the ball carrier against an opponent's face or body while a fend off is an outstretched arm by the ball carrier towards an opponent to discourage that

person making a tackle) with a hand or ball.

- d) The ball must not be pulled from the ball carrier's grasp by an opponent.
- e) Contact with players not in possession.

**10. Ball on the Ground:**

- a) Players must play rugby on their feet, with the ball in hand. If the ball goes to ground, players should be encouraged to pick it up. If they dive to recover the ball they must either get up with the ball, pass the ball or release it immediately and be allowed to do so by the opposition.
- b) If the ball is lost forward, a free pass is awarded to the non-offending team unless advantage occurs to the non-offending team.
- c) If the ball is passed other than forward and goes to ground play will continue and either team may pick up the ball. If the ball rolls into touch, a free pass will be awarded at five metres in from the touchline to the opposition team.





# RFU REGULATIONS

## RFU REGULATION 15 – AGE GRADE RUGBY (APPENDIX 4)

### UNDER 10s RULES OF PLAY (Transitional Contact)

Players and match officials must ensure that the following Rules of Play and RFU Regulation 15 [www.englandrugby.com/governance/regulations](http://www.englandrugby.com/governance/regulations) are observed when playing rugby at Under 10.

These Under 10s Rules of Play set out below are mandatory for clubs and schools, and replace the previous Under 10s Rules of Play in their entirety.

Any terms defined in these Rules shall have the meanings set out in the World Rugby Laws of the Game.

#### The key elements of the Under 10s Rules of Play are:

- Team numbers: a maximum of 8-a-side
- Maximum pitch size: 60 metres x 35 metres
- Ball Size: 4
- Maximum minutes each half: 15
- Introduction of uncontested scrum
- Nearest 3 players in a scrum (all players trained, late specialisation)
- Contest for the ball (1 player v 1 player)
- Introduction of Maul
- Introduction of Ruck

#### 1. General:

- a) The object of the game is to score a try by placing the ball with a downward pressure on or behind the opponents' goal line. A penalty try will be awarded if a try would probably have been scored but for an infringement by an opponent.
- b) Only infringements that affect the opposition's play should be sanctioned. If there is no effect, advantage should be played wherever it is safe to do so.

#### 2. Teams:

- a) Under 10 Rugby is played between teams of equal numbers of players, containing a maximum of eight players from each team on the pitch at any one time.
- b) Rolling substitutions are permitted and substituted players can return at any time. Substitutions can only take place when the ball is dead and always with the referee's permission.
- c) Coaches are not permitted on the pitch when the game is in play and the referee is encouraged to advise and guide the teams and players.

### **3. Pitch Size:**

- a) The maximum pitch size is 60 metres by 35 metres, plus 5 metres for each in-goal area.
- b) The referee and coaches may agree to reduce the pitch sizes provided that they agree it is safe to do so.
- c) Adjacent pitches should be no closer than 5 metres.

### **4. Passing:**

- a) The ball may only be passed sideways or backwards. If the ball is handed to another player who is in front or passed or knocked forwards towards the opponents' dead ball line then a scrum is awarded to the non-offending team, unless advantage occurs to the non-offending team. In order to keep the game flowing, referees should play advantage wherever possible.
- b) Where the ball has been ripped from the ball carrier, whether by a team mate or opponent, the ball must be passed immediately away from the contact area.

### **5. Free Passes:**

- a) A free pass is awarded:
  - i. To start the match at the beginning of each half and following a score, from the centre of the pitch.
  - ii. After the ball or ball carrier has gone into touch. The free pass is 5 metres from touch, level with where the ball or ball carrier went into touch.
  - iii. Where there is offside and no advantage.
  - iv. Where a fend-off or hand-off has been used.
  - v. When there has been an infringement.
  - vi. Once forward momentum has been stopped and the ball has not been played away from the contact area - tackle, maul or ruck.
  - vii. When the tackler makes contact above the shoulder.
  - viii. When a team contests, pushes or strikes for the ball in the scrum.
  - ix. In the event that a ball carrier uses the "Squeezeball" technique.

*Note: Squeezeball" is a technique where the ball carrier goes to ground, head forward (touching or close to the ground), irrespective of immediate contact with opponents, usually keeping parallel to the touchline, holding and protecting the ball close to the chest and, when on the ground, pushing the ball back between the legs.*

- b) At a free pass, the opposition must be 7 metres back from the mark. At a free pass, the passer must start with the ball in both hands and, when the referee calls "Play", pass the ball backwards through the air to a member of their team.

For safety reasons, no player from either team may run until the pass is made.

## **6. The Tackle, Maul and Ruck:**

- a) A “Tackle” occurs when the ball carrier is held by one or more opponents and is brought to ground. A ball carrier who is not held is not a tackled player and a tackle has not taken place. Opposition players who hold the ball carrier and bring that player to ground, and who also go to ground, are known as tacklers. Opposition players who hold the ball carrier and do not go to ground are not tacklers. The tackle must include the use of arms.
- b) Where the ball carrier is taken to ground, the referee will call “Tackle-Release”.
- c) A “maul” begins when a player carrying the ball is held by one or two opponents and one of the ball carrier’s team mates bind on the ball carrier. A maul therefore consists, when it begins, of at least three players, all on their feet; the ball carrier and one player from each team. No more than two players from either team (including the ball carrier and tackler) can be involved in the maul. All the players involved must be caught in or bound to the maul and must be on their feet and moving towards a goal line. Open play has ended.
- d) A “ruck” is a phase of play where one or two players from each team, who are on their feet, in physical contact, close around the ball on the ground. Open play has ended. Players are rucking when they are in a ruck and using their feet to try to win or keep possession of the ball, without being guilty of foul play. No more than two players from either team (including the ball carrier and tackler) can be involved in the ruck.
- e) Only the ball carrier can be tackled. The ball carrier can run and dodge potential tacklers but cannot fend them off using their hands or the ball.
- f) The tackler must grasp the ball carrier below the armpits, on the shirt, shorts or around the legs.
- g) When the ball carrier grounds the ball on or over the opponents’ goal line, a try will be awarded.
- h) When the ball carrier is held in contact and remains on their feet they may continue to progress forward. Once forward momentum has been stopped, the ball must be played away from the contact area.
- i) When the ball carrier has not been taken to ground, the tackler may contest the ball by grabbing it.
- j) When the ball carrier is taken to ground, the tackler must immediately release the ball carrier and must get to their feet as soon as possible before they are permitted to contest the ball or block the pass.
- k) If the ball carrier is taken to ground and the referee calls “Tackle-Release”, the ball carrier must pass the ball immediately, roll away or place the ball towards their own team.
- l) When a maul is formed the ball must be made available within 5 seconds. The referee should call “Use it” and the ball should be moved away from the contact area. If neither team pass the ball away, a free pass should be awarded to the

team not in possession when the maul began.

- m) When the tackle is made the team in possession of the ball may only support from behind.
- n) When the tackle is made and the ball carrier is on the ground, ONE supporting player from each team, who must remain on their feet, may:
  - i. rip the ball from the ball carrier but must then pass the ball immediately to a team mate; or
  - ii. pick up the ball and pass away from the contact area; or
  - iii. if a ruck is not formed, pick up the ball and run; or
  - iv. join to form a ruck but must do so from their own side (i.e. from the direction of their own goal line) and attempt to drive over the ball, in an attempt to take their immediate opponents away from the ball.
- o) If n)iv. above has taken place, the next arriving player must pass the ball to another player.
- p) When the ball has been clearly won by a team at a ruck and the ball is available to be played the referee will call “Use it”, after which, the ball must be played within 5 seconds. If the ball is not played within 5 seconds the referee will award a free pass to the team not in possession of the ball at the ruck.
- q) Support players must not stand either side and in close proximity to the ball carrier to prevent defenders from making the next tackle.

## **7. Scrums:**

- a) A scrum will be awarded for:
  - i. a forward pass; or
  - ii. a knock on.
- b) The scrum will consist of 3 players from each team, i.e. a prop on either side of the hooker. They will be the nearest 3 players from either side, with the fourth nearest acting as scrum half. All players should be encouraged to take part.
- c) The referee will call “Crouch” and then “Bind”. The front rows crouch and using their outside arm each prop must bind onto the back or side of their opponent. Following a pause, the referee will then call “Set” when the front rows are ready. The front rows may then engage.
- d) Front rows must not charge at each other. If they start to set too close together and with their necks and backs bent, the scrum must be stopped and the scrum reformed. Props’ body positions must be parallel to the touchline, their head and shoulders must be no lower than the hips and there must be no downward pressure exerted. Shoulders must never be below the level of the hips.
- e) The scrum is uncontested and the team awarded the scrum will throw the ball into the scrum. Neither team may contest or push. Only the team throwing the

ball in may strike for the ball.

*Note: Referees and coaches MUST be aware of the following: If the scrum collapses, the whistle must immediately be blown and the appropriate sanction awarded or the scrum reset. If a player is persistently involved in collapsing or illegal binding, they must not take any further part in the scrum or if a player's lack of technique or strength is a danger then they must be replaced. All players, including replacements, should be suitably trained and experienced.*

- f) The scrum half must pass the ball from the base of the scrum. They must not run with the ball.
- g) The back line of both teams must remain 5 metres behind the scrum until the ball emerges or the opposing scrum half lifts the ball from the ground. Until this happens, the scrum half of the non-throwing in team must remain directly behind their scrum, in the pocket edged by the two props.
- h) If a scrum is awarded within 5 metres of the goal line, the scrum is to be taken at a mark such that the middle line of the scrum is 5 metres from the goal line. In this case, the backs of the defending team must stay on or behind the goal line until the scrum is completed.

## **8. Offside:**

- a) In general play, anyone who is in front of a team mate who has played the ball is liable to sanction unless they return to an onside position (i.e. behind the team mate who played the ball).
- b) At the tackle, the offside line is the hindmost foot of the hindmost player of each team. All the other players must retire towards their own goal line until they are behind the hindmost part of the tackled player and tackler.
- c) At the maul, the offside line is the hindmost foot of the hindmost player of each team in the maul.
- d) At the ruck, the offside line is the hindmost foot of the hindmost player of each team in the ruck. Defenders must stay between their own goalline and the tackled player until the pass is made.

## **9. Infringements:**

The following are not permitted

- a) The ball carrier may run and dodge potential tacklers but cannot fend or hand them off with their hand or the ball.
- b) Contact above the arm pits: If contact is above the arm pits, the game must be stopped, the offender spoken to, reminded of the contact rules and a free pass awarded to the non-offending team.
- c) Kicking of any kind.
- d) Using the technique known or referred to as "Squeezeball" and no person involved in the teaching or coaching of rugby may teach or coach to encourage

the use of the “Squeezeball” technique.

- e) Foul play.
- f) Pushing or competing at the scrum.
- g) Contact with players not in possession.



# RFU REGULATIONS

## RFU REGULATION 15 – AGE GRADE RUGBY (APPENDIX 5)

### UNDER 11s RULES OF PLAY (Transitional Contact)

Players and match officials must ensure that the following Rules of Play and RFU Regulation 15 [www.englandrugby.com/governance/regulations](http://www.englandrugby.com/governance/regulations) are observed when playing rugby at Under 11.

These Under 11s Rules of Play set out below are mandatory for clubs and schools, and replace the previous Under 11s Rules of Play in their entirety.

Any terms defined in these Rules shall have the meanings set out in the World Rugby Laws of the Game.

#### The key elements of the Under 11s Rules of Play are:

- Team numbers: a maximum of 9-a-side
- Maximum pitch size: 60 metres x 43 metres
- Ball Size: 4
- Maximum minutes each half: 20
- Introduction of the contested strike
- Nearest 3 players in a scrum (all players trained, late specialisation)
- Contest for the ball (2 players v 2 players)
- Introduction of tactical kicking and kicking restarts

#### 1. General:

- a) The object of the game is to score a try by placing the ball with a downward pressure on or behind the opponents' goal line. A penalty try will be awarded if a try would probably have been scored but for an infringement by the defending team.
- b) Only infringements that affect the opposition's play should be sanctioned. If there is no effect, advantage should be played wherever it is safe to do so.

#### 2. Teams:

- a) Under 11 Rugby is played between teams of equal numbers of players, containing a maximum of nine players from each team on the pitch at any one time.
- b) Rolling substitutions are permitted and substituted players can return at any time. Substitutions can only take place when the ball is dead and always with the referee's permission.
- c) Coaches are not permitted on the pitch when the game is in play and the referee is encouraged to advise and guide the teams and players.



### **3. Pitch Size:**

- a) The maximum pitch size is 60 metres by 43 metres, plus 5 metres for each in-goal area.
- b) The referee and coaches may agree to reduce the pitch sizes provided that they agree it is safe to do so.
- c) Adjacent pitches should be no closer than 5 metres.
- d) Provision should be made to indicate the position of the place 15 metres from each goal line, serving a similar purpose to the 22 metre line in the World Rugby Laws of the Game.

### **4. Starts and Restarts:**

- a) A drop kick from the centre of the half way line will be used to start each half of the game, and for all restarts after a score. After a score, the opponents of the team who scored will have the option to receive the kick or kick off themselves.
- b) The kicker's team must be behind the ball until it has been kicked and the non-kicking team must be at least 7 metres back from the half way line.
- c) If the ball does not travel 7 metres but is first played by an opponent, play continues.
- d) If the ball does not travel 7 metres or is played by the kicking team before reaching 7 metres or is kicked directly into touch, the non-kicking team will have the choice of:
  - i. A throw in to a scrum at the centre of the half way line.
  - ii. The kick to be re-taken.
- e) Where players of the kicking team are in front of the ball, the non-kicking team shall have a throw in to a scrum at the centre of the half way line.
- f) If the ball is kicked into the opponents' in-goal, without having touched or been touched by a player and is then immediately touched down or made dead, or the ball goes into touch in goal, the non-kicking team has the choice of:
  - i. A throw in to a scrum at the centre of the half way line.
  - ii. The kick to be re-taken.

### **5. Free Kick:**

- a) After the following infringements, a free kick will be awarded to the non-offending team:
  - i. Foul Play
  - ii. Offside
  - iii. When a fend off or hand off has been used

- iv. When a ball carrier uses the “squeezeball” technique.

*Note: “Squeezeball” is a technique where the ball carrier goes to ground, head forward (touching or close to the ground), irrespective of immediate contact with opponents, usually keeping parallel to the touchline, holding and protecting the ball close to the chest and, when on the ground, pushing the ball back between the legs.*

- v. When a player voluntarily falls on or over a player lying on the ground with the ball in their possession or voluntarily falls on or over players lying on the ground with the ball between them, or near them.
  - vi. When a player is prevented by the opposition from passing the ball when the ball has gone to ground.
  - vii. When a team pushes in the scrum.
- b) A free kick is a kick from the hand. This can either be a tap by the player to themselves, or a kick to gain ground. Opponents must be 7 metres back, towards their own goal line.

## **6. Passing:**

- a) The ball may only be passed sideways or backwards. If the ball is handed to another player who is in front of the ball carrier or passed or knocked forwards towards the opponents’ dead ball line, a scrum is awarded to the non-offending team. Referees should play advantage wherever it is safe to do so.
- b) Where the ball has been ripped from the ball carrier, whether by the attacker or defender, the ball must be passed immediately away from the contact area.

## **7. Free Passes:**

- a) A free pass is awarded:
  - i. When the ball or ball carrier has gone into touch. The free pass is 5 metres from touch, level with where the ball or ball carrier went into touch.
  - ii. When a tackler makes contact above the armpits.
- b) At a free pass, the opposition must be 7 metres back from the mark. At a free pass, the passer must start with the ball in both hands and, when the referee calls “Play”, pass the ball backwards through the air to a member of their team. For safety reasons, no player from either team may run until the pass is made.

## **8. The Tackle, Maul and Ruck:**

- a) A “Tackle” occurs when the ball carrier is held by one or more opponents and is brought to ground. A ball carrier who is not held is not a tackled player and a tackle has not taken place. Opposition players who hold the ball carrier and bring that player to ground, and who also go to ground, are known as tacklers. Opposition players who hold the ball carrier and do not go to ground are not tacklers. The tackle must include the use of arms. Where the ball carrier is

taken to ground, the referee will call “Tackle-Release”.

- b) A “maul” begins when a player carrying the ball is held by one or more opponents and one of the ball carrier’s team mates bind on the ball carrier. A maul therefore consists, when it begins, of at least three players, all on their feet; the ball carrier and one player from each team. No more than 3 players from either team (including the ball carrier and tackler) can be involved in the maul. All the players involved must be caught in or bound to the maul and must be on their feet and moving towards a goal line. Open play has ended.
- c) A “ruck” is a phase a play where one or more players from each team, who are on their feet, in physical contact, close around the ball on the ground. Open play has ended. Players are rucking when they are in a ruck and using their feet to try to win or keep possession of the ball, without being guilty of foul play. No more than three players from either team (including the ball carrier and tackler) can be involved in the ruck.
- d) Only the ball carrier can be tackled. The ball carrier can run and dodge potential tacklers but may not fend them off using their hands or the ball.
- e) The tackler must grasp the ball carrier below the armpits, on the shirt, shorts or around the legs.
- f) When the ball carrier grounds the ball on or over the opponents’ goal line, a try will be awarded.
- g) When the ball carrier is held and remains on their feet they may continue to progress forward. Once forward momentum has been stopped, the ball must be played away from the contact area.
- h) When the ball carrier is not taken to ground, the tackler may contest the ball by grabbing it.
- i) When the ball carrier is taken to ground, the tackler must immediately release the ball carrier and must get to their feet before contesting the ball or blocking the pass.
- j) If the ball carrier is taken to ground and the referee calls “Tackle-Release”, the ball carrier must pass the ball immediately, or roll away or place the ball towards their own team.
- k) When a maul is formed the ball must be made available within 5 seconds. The referee should call “Use it” and the ball should be moved away from the contact area. If neither team can pass the ball away, a scrum should be awarded to the team not in possession when the maul began.
- l) When the tackle is made the team in possession of the ball may only support from behind.
- m) When the tackle is made and the ball carrier is on the ground, TWO supporting players from each team, who must remain on their feet, may:
  - i. rip the ball from the ball carrier but must then pass the ball immediately to a team mate; or

- ii. pick up the ball and pass away from the contact area; or
  - iii. if a ruck is not formed, pick up the ball and run; or
  - iv. up to TWO players may join to form a ruck but must do so from their own side (i.e. from the direction of their own goal line) and drive over the ball, in an attempt to take their immediate opponents away from the ball.
- n) If m)iv. above has taken place, the next arriving player must pass the ball to another player.
  - o) When the ball has been clearly won by a team at a ruck and the ball is available to be played the referee will call “Use it” after which the ball must be played within 5 seconds. If the ball is not played within 5 seconds the referee will award a scrum and the team not in possession of the ball at the ruck is awarded the throw-in.
  - p) Support players must not stand either side and in close proximity to the ball carrier to prevent defenders from making the next tackle.

## **9. Kicking:**

- a) Kicking the ball when it is on the ground is prohibited (often referred to as a ‘fly-hack’).
- b) If the ball is kicked from outside of the 22 metre line (15m) directly into touch, a free pass is awarded to opposing team in line with where the ball was kicked and 5 metres in from the touchline, unless the non-kicking team elects to take a quick throw-in, in accordance with 9(g).
- c) A mark may be made anywhere on the pitch, with a clean catch direct from an opponent’s kick, other than from a restart or a free kick. For a successful mark, the referee will award a free kick to the catcher’s team.
- d) Other than from a restart, a free kick or charge down, if from a kick the ball is played in flight by a player of the non-kicking team and knocked forward, a scrum will be awarded to the non-kicking team from where the ball is touched.
- e) If from a kick the non-kicking team plays the ball and it goes backward, advantage can be played to the non-kicking team. Where no advantage is gained a scrum should be awarded to the non-kicking team.
- f) Drop goals are not permitted.
- g) Where the kick goes into touch, the non-kicking team has the option to take a quick throw in, in preference to the free pass, unless it has been touched by a spectator (including coaches/replacements). It must be the same ball that was kicked into touch. For a quick throw-in, the player may be anywhere outside the field of play between the line of touch and the player’s goal line. If the ball is brought back into the field of play, or players from the kicking team are in close proximity before the throw can be taken the referee should award a free-kick in accordance with the rules above.

#### **10. Actions Inside the 22 Metre Line (the “22”):**

- a) If the ball is kicked from within the 22 by the defending team and goes directly into touch, a free pass will be awarded to the non-kicking team 5 metres in from the touchline, level with where the ball crossed the touchline. If the ball had been passed back into the “22” by the defending team and there had been no subsequent ruck, maul, tackle or the ball had touched an opposition player, the free pass will be level with where the ball was kicked.
- b) A drop out “22” will be awarded:
  - i. when the ball is kicked into in-goal by the attacking team and made dead by a defender; or
  - ii. when the ball is kicked, sent or carried into in-goal by the attacking team and the ball touches or crosses touch-in-goal or dead ball line.

#### **11. Ball to Ground:**

- a) Players must play rugby on their feet, with the ball in hand.
- b) If the ball goes to ground, players should be encouraged to pick it up. If they dive to recover the ball they must either get up with the ball, pass the ball or release it immediately and be allowed to do so by the opposition.
- c) If the ball is lost forward, a scrum is awarded to the non-offending team unless advantage occurs to the non-offending team.
- d) If the ball is passed other than forward and goes to ground, play will continue and either team may pick up the ball. If the ball rolls into touch a free pass will be awarded 5 metres from the touchline level with where it crossed the touchline to the non-offending team.

#### **12. Scrums:**

- a) A scrum will be awarded for:
  - i. a forward pass; or
  - ii. a knock on; or
  - iii. where the ball does not emerge from a maul or ruck; or
  - iv. where the ball becomes unplayable.
- b) The scrum will consist of 3 players from each team, i.e. a prop on either side of the hooker. They will be the nearest 3 players from either side, with the fourth nearest acting as scrum half. All players should be encouraged to take part.
- c) The referee will call “Crouch” and then “Bind”. The front rows crouch and using their outside arm, each prop must bind onto the back or side of their opponent. Following a pause, the referee will call “Set” only when the front rows are ready. The front rows may then engage.
- d) Front rows must not charge at each other. If they start to set too close together

and with their necks and backs bent, the scrum must be stopped and the scrum reformed. Props' body positions must be parallel to the touchline, their head and shoulders must be no lower than the hips and there must be no downward pressure exerted. Shoulders must never be below the level of the hips at any stage of the scrum.

- e) Only the hookers may strike for the ball. Neither team may push.

*Note to referee: Referees and coaches MUST be aware of the following: If the scrum collapses, the whistle must immediately be blown and the appropriate sanction awarded or the scrum reset. If a player is persistently involved in collapsing or illegal binding, they must not take any further part in the scrum or if a player's lack of technique or strength is a danger, they must be replaced. All players, including replacements, should be suitably trained and experienced.*

- f) Once the ball has been won, the scrum half must pass the ball from the base of the scrum. They cannot run with it.
- g) The back line of both teams must remain 5 metres behind the scrum until the ball emerges or the opposing scrum half lifts the ball from the ground. Until this happens, the non-throwing scrum half must remain directly behind their scrum, in the pocket edged by the two props.
- h) If a scrum is awarded within 5 metres of the goal line, the scrum is to be taken at a mark such that the middle line of the scrum is 5 metres from the goal line. In this case the backs of the defending team must stay on or behind the goal line until the scrum is completed.

*Note : Referees should pay particular attention to ensure that the scrum half throwing the ball into the scrum is not "feeding" their own players: the scrum half must hold the ball with both hands, with its major axis parallel to the ground and to the touchline, midway between their knees and ankles. The scrum half must release the ball from outside the tunnel so that it lands midway between the two front rows and beyond the width of the nearer prop's shoulders.*

### **13. Offside:**

- a) In general play, anyone who is in front of a team mate who has played the ball is liable to sanction unless they return to an onside position (i.e. behind the team mate who played the ball).
- b) At the tackle, there are two offside lines at the hindmost part of the tackled player and tackler. All other players from either team must retire towards their own goal line until they are behind the hindmost part of the tackled player and tackler.
- c) At the maul, the offside lines are at the hindmost foot of the hindmost player in the maul.
- d) At the ruck, the offside lines are at the hindmost foot of the hindmost player in the ruck.
- e) At the scrum, a player is offside if they are less than 5 metres from the scrum

before the ball is out of the scrum, unless the player is the scrum half or participating in the scrum.

- f) When kicking, a player is offside if they are in front of the ball when it is kicked or within 7 metres of an opponent waiting to play the ball (or the place where the ball will land).

#### **14. Infractions:**

- a) The ball carrier may run and dodge potential tacklers but cannot fend or hand them off with their hand or the ball.
- b) The tackler must not make contact with the ball carrier above the armpits.
- c) No player shall use the technique known or referred to as “Squeezeball”. No person involved in the teaching or coaching of rugby may teach or coach to encourage the use of the “Squeezeball” technique.
- d) No player shall fall on or over a player lying on the ground with the ball in their possession or fall on or over players lying on the ground with the ball between them, or near them.
- e) Contact with players not in possession.
- f) Foul play.
- g) Pushing at the scrum.

*Note to referee: No advantage shall be played:*

*A player is assumed to have fallen voluntarily unless the referee is absolutely certain the fall was accidental.*

*In the very rare instances when the fall is accidental, play must be stopped and a scrum awarded to the team previously in possession. The object is to keep players on their feet and to prevent them from falling to the ground, thus removing a dangerous area of play. This will create proper rucks and mauls through encouraging players to remain on their feet.*





# RFU REGULATIONS

## RFU REGULATION 15 – AGE GRADE RUGBY (APPENDIX 6)

### UNDER 12s RULES OF PLAY (Transitional Contact) - BOYS ONLY

Players and match officials must ensure that the following Rules of Play and RFU Regulation 15 [www.englandrugby.com/governance/regulations](http://www.englandrugby.com/governance/regulations) are observed when playing rugby at Under 12.

These Under 12s Rules of Play set out below are mandatory for clubs and schools, and replace the previous Under 12s Rules of Play in their entirety

Any terms defined in these Rules shall have the meanings set out in the World Rugby Laws of the Game.

The key elements of the Under 12s Rules of Play are:

- Team numbers: A maximum of 12 a-side
- Maximum pitch size: 60 metres x 43 metres
- Ball Size: 4
- Maximum minutes each half: 20
- Continuation of the contested strike
- Nearest 5 players in a scrum (all players trained, late specialisation)
- No limit on numbers contesting for the ball including in the maul and ruck
- Introduction of the hand off below the armpits

#### 1. General:

- a) The object of the game is to score a try by placing the ball with a downward pressure on or behind the opponents' goal line. A penalty try will be awarded if a try would probably have been scored but for an infringement by the defending team.
- b) Only infringements that affect the oppositions' play should be penalised. If there is no effect, advantage should be played wherever it is safe to do so.

#### 2. Teams:

- a) Under 12 Rugby is played between teams of equal numbers of players, containing a maximum of twelve players from each team on the pitch at any one time.
- b) At a scrum, 5 players on each team will form the scrum with the remaining players forming the back line.
- c) Rolling substitutions are permitted and substituted players can return at any time. Substitutions can only take place when the ball is dead and always with the referee's permission.
- d) Coaches are not permitted on the pitch when the game is in play and the referee is encouraged to advise and guide the teams and players.

### **3. Pitch Size:**

- a) The maximum pitch size is 60 metres by 43 metres, plus 5 metres for each in-goal area, representing half a full size pitch
- b) The referee and coaches may agree to reduce the pitch sizes provided that they agree it is safe to do so.
- c) Adjacent pitches should be no closer than 5 metres.
- d) Provision should be made to indicate the position of the place 15 metres out each goal line, serving a similar purpose to the 22 metre line in the World Rugby Laws of the Game.

### **4. Starts and Restarts:**

- a) A drop kick from the centre of the half way line will be used to start each half of the match and for all restarts after a score. After a score, the opponents of the team who scored will have the option to receive the kick or kick off themselves.
- b) The kicker's team must be behind the ball until it has been kicked and the non-kicking team must be at least 7 metres back from the half way line.
- c) If the ball does not travel 7 metres but is first played by an opponent, play continues.
- d) If the ball does not travel 7 metres or is played by the kicking team before reaching 7 metres or is kicked directly into touch, the non-kicking team will have the choice of
  - i. A throw in to a scrum at the centre of the half way line.
  - ii. The kick to be re-taken.
- e) Where players of the kicking team are in front of the ball, the non-kicking team shall have a throw in to a scrum at the centre of the half way line.
- f) If the ball is kicked into the opponents' in-goal, without having touched or been touched by a player and is then immediately touched down or made dead, or the ball goes into touch in goal, the non-kicking team has the choice of:
  - i. A throw in to a scrum at the centre of the half way line.
  - ii. The kick to be re-taken.

### **5. Free Kick:**

- a) After the following infringements, a free kick will be awarded to the non-offending team:
  - i. Foul Play.
  - ii. Offside.

- iii. Squeezeball in the event that a ball carrier uses the squeezeball technique.

*Note: Squeezeball” is a technique where the ball carrier goes to ground, head forward (touching or close to the ground), irrespective of immediate contact with opponents, usually keeping parallel to the touchline, holding and protecting the ball close to the chest and, when on the ground, pushing the ball back between the legs.*

- iv. If a player falls on or over a player lying on the ground with the ball in their possession or voluntarily fall on or over players lying on the ground with the ball between them, or near them.
  - v. If a player is prevented by the opposition from passing the ball immediately when they have gone to ground in possession.
  - vi. If a team pushes in the scrum.
- b) A free kick is a kick from hand. This can either be a tap by the player to themselves, or a kick to gain ground. The opponents must be 7 metres back, towards their own goal line.

## **6. Passing:**

The ball may only be passed sideways or backwards. If the ball is handed to another player who is in front of the ball carrier, or passed or knocked forwards towards the opponents’ dead ball line, a scrum is awarded to the non-offending team. Referees should play advantage wherever it is safe to do so.

## **7. Free Passes:**

- a) A free pass is awarded:
  - i. When the ball or ball carrier has gone into touch, 5 metres in from the touchline where the ball or ball carrier went into touch.
  - ii. When the tackler makes contact above the armpits.
- b) At a free pass, the opposition must be 7 metres back from the mark. At a free pass, the passer must start with the ball in both hands and, when the referee calls “Play”, pass the ball backwards through the air to a member of their team. For safety reasons, no player from either team may run until the pass is made.

## **8. The Tackle, Maul and Ruck:**

- a) A “Tackle” occurs when the ball carrier is held by one or more opponents and is brought to ground. A ball carrier who is not held is not a tackled player and a tackle has not taken place. Opposition players who hold the ball carrier and bring that player to ground, and who also go to ground, are known as tacklers. Opposition players who hold the ball carrier and do not go to ground are not tacklers. The tackle must include the use of arms. Where the ball carrier is taken to ground, the referee will call “Tackle-Release”.
- b) A “maul” begins when a player carrying the ball is held by one or more opponents and one of the ball carrier’s team mates bind on the ball carrier. A

maul therefore consists, when it begins, of at least three players, all on their feet; the ball carrier and one player from each team. All the players involved must be caught in or bound to the maul and must be on their feet and moving towards a goal line. Open play has ended.

- c) A “ruck” is a phase of play where one or more players from each team, who are on their feet, in physical contact, close around the ball on the ground. Open play has ended. Players are rucking when they are in a ruck and using their feet to try to win or keep possession of the ball, without being guilty of foul play.
- d) Only the ball carrier can be tackled. The ball carrier can run and dodge potential tacklers and is permitted to fend them off using their hand below the armpits of the opponent.
- e) The tackler must grasp the ball carrier below the armpits, on the shirt, shorts or around the legs.
- f) When the ball carrier grounds the ball on or over the opponents’ goal line, a try should be awarded.
- g) When the ball carrier is held in contact and remains on their feet they may continue to progress forward. Once forward momentum has been stopped, the ball must be played away from the contact area.
- h) When the ball carrier is not taken to ground, the tackler may contest the ball by grabbing it.
- i) When the ball carrier is taken to ground, the tackler must immediately release the ball carrier and must get to their feet as soon as possible before they are permitted to contest the ball or block the pass.
- j) When the ball carrier is taken to ground and the referee calls “Tackle-Release”, the ball carrier must pass the ball immediately, roll away or place the ball towards their own team.
- k) When a maul is formed the ball must be made available within 5 seconds. The referee should call “Use it” and the ball should be moved away from the contact area. If neither team can pass the ball away, a scrum should be awarded to the team not in possession when the maul began.
- l) When the tackle is made the team in possession of the ball may only support from behind.
- m) When the tackle is made and the ball carrier is on the ground, supporting players may:
  - i. rip the ball from the ball carrier but must then pass the ball immediately to a team mate; or
  - ii. pick up the ball and run or pass away from the contact area; or
  - iii. if a ruck is not formed, pick up the ball and run; or
  - iv. join to form a ruck but must do so from their own side (i.e. from the direction of their own goal line) and drive over the ball, in an attempt to

take their immediate opponents away from the ball.

- n) If m)iv. above has taken place, the next arriving player can pass the ball to another player or run with it.
- o) When the ball has been clearly won by a team at a ruck and the ball is available to be played the referee will call “Use it” after which the ball must be played within 5 seconds. If the ball is not played within 5 seconds the referee will award a scrum and the team not in possession of the ball at the ruck is awarded the throw-in.
- p) Support players must not stand either side and in close proximity to the ball carrier to prevent defenders from making the next tackle.

## **9. Kicking:**

- a) Kicking the ball when it is on the ground is prohibited (known as a “fly-hack”).
- b) If the ball is kicked from outside of the 22 metre line directly into touch, a free pass is awarded to the opposing team who last touched the ball in line with where the ball was kicked and 5 metres in from the touchline unless they elect to take a quick throw in in compliance with 9(d).
- c) Drop goals are not permitted.
- d) Where the kick goes into touch the non-kicking team has the option to take a quick throw in preference to the free pass unless it has been touched by a spectator (including coaches/replacements). It must be the same ball that was kicked into touch. For a quick throw-in, the player may be anywhere outside the field of play between the line of touch and the player’s goal line. If the ball is brought back into the field of play, or players from the kicking team are in close proximity before the throw can be taken the referee should award a free-kick in accordance with the rules above.

## **10. Actions Inside the 22 Metre Line (the “22”):**

- a) If the ball is kicked from within the 22 by the defending team and goes directly into touch, a free pass will be awarded to the non-kicking team 5 metres in from where the ball crossed the touchline unless it has been passed back into the “22” and there has been no subsequent ruck, maul, tackle or the ball had touched an opposition player, in which case a restart will be from where the ball was kicked. Alternatively, the opposing team may elect to take a quick throw-in in compliance with 9(d).
- b) A drop out “22” will be awarded:
  - i. when the ball is kicked into in-goal by the attacking team and grounded by a defender; or
  - ii. when the ball is kicked, sent or carried into in-goal by the attacking team and the ball touches or crosses the in-goal touchline or dead ball line.

## **11. Ball to Ground:**

- a) Players must play rugby on their feet, with the ball in hand.
- b) If the ball goes to ground, players should be encouraged to pick it up. If they dive to recover the ball they must either get up with the ball, pass the ball or release it immediately and be allowed to do so by the opposition.
- c) If the ball is lost forward, a scrum is awarded to the non-offending team unless advantage occurs to the non-offending team.
- d) If the ball is passed other than forward and goes to ground, play will continue and either team may pick up the ball. If the ball rolls into touch a free pass will be awarded 5 metres from the touchline level with where it crossed the touchline to the non-offending team.

## **12. Scrums:**

- a) A scrum will be awarded for:
  - i. a forward pass; or
  - ii. a knock on; or
  - iii. where the ball does not emerge from a maul or ruck; or
  - iv. where the ball becomes unplayable.
- b) The scrum will consist of 5 players from each team, i.e. a prop on either side of the hooker forming the front row plus two locks forming the second row. They will be the nearest 5 players from either side, with a sixth acting as scrum half. All players should be encouraged to take part.
- c) The referee will call “Crouch” and then “Bind”. The front rows crouch and using their outside arm each prop must bind onto the back or side of their opponent and the second rows crouch and bind onto each other using their inside arm with the outside arm around the hips of the prop in front of them. Neither of the locks may unbind to pick up the ball and must remain bound to the scrum.
- d) Following a pause, the referee will call “Set” only when the front rows are ready. The front rows may then engage.
- e) Front rows must not charge at each other. If they start to set too close together and with their necks and backs bent, the scrum must be stopped and the scrum reformed. Props’ body positions must be parallel to the touchline, their head and shoulders must be no lower than the hips and there must be no downward pressure exerted. Shoulders must never be below the level of the hips at any stage of the scrum.

*Note to referee: Referees and coaches MUST be aware of the following: If the scrum collapses, the whistle must immediately be blown and the appropriate sanction awarded or the scrum reset. If a player is persistently involved in collapsing or illegal binding, they must not take any further part in the scrum or if a player’s lack of technique or strength is a danger then they must be replaced. All players, including replacements, should be suitably trained and*

*experienced.*

- f) Only the hookers may strike for the ball. Neither team may push.
- g) The scrum half must pass the ball from the base of the scrum. They cannot run with the ball.
- h) The back line of both teams must remain 5 metres behind the scrum until the ball emerges or the opposing scrum half lifts the ball from the ground.
- i) The scrum half not throwing the ball into the scrum may start directly alongside their opponent, however, they must not move beyond the middle line of the scrum until the ball has emerged from the scrum or an opposing scrum half lifts the ball from the ground.
- j) If a scrum is awarded within 5 metres of the goal line, the scrum is to be taken at a mark such that the middle line of the scrum is 5 metres from the goal line. In this case the backs of the defending team must stay on or behind the goal line until the scrum is completed.

*Note: Referees should pay particular attention to ensure that the scrum half throwing the ball into the scrum is not “feeding” their own players: the scrum half must hold the ball with both hands, with its major axis parallel to the ground/the touchline, midway between their knees and ankles. The scrum half must release the ball from outside the tunnel so that it lands midway between the two front rows and beyond the width of the nearer props’ shoulders.*

### **13. Offside:**

- a) In general play, anyone who is in front of a team mate who has played the ball is liable to sanction unless they return to an onside position (i.e. behind the team mate who played the ball).
- b) At the tackle, there are two offside lines at the hindmost part of the tackled player and tackler. All other players from the defending team must retire towards their own dead ball line until they are behind the hindmost part of the tackled player and tackler.
- c) At the maul, the offside lines are at the hindmost foot of the hindmost player in the maul.
- d) At the ruck, the offside lines are at the hindmost foot of the hindmost player in the ruck.
- e) At the scrum, a player is offside if they are less than 5 metres from the scrum before the ball is out of the scrum, unless the player is the scrum half or participating in the scrum.
- f) When kicking, a player is offside if they are in front of the ball when it is kicked or within 7 metres of an opponent waiting to play the ball (or the place where the ball will land).

#### **14. Infractions:**

- a) The ball carrier may run and dodge potential tacklers but must not fend or hand them off above the armpits.
- b) The tackler must not make contact with the ball carrier above the armpits.
- c) No player shall use the technique known or referred to as “Squeezeball”. No person involved in the teaching or coaching of rugby may teach or coach to encourage the use of the “Squeezeball” technique.
- d) No player shall fall on or over a player lying on the ground with the ball in their possession or fall on or over players lying on the ground with the ball between them, or near them.
- e) Contact with players not in possession.
- f) Foul play.
- g) Pushing at the scrum.

*Note to referee: No advantage shall be played:*

*A player is assumed to have fallen voluntarily unless the referee is absolutely certain the fall was accidental.*

*In the very rare instances when the fall is accidental, play must be stopped and a scrum awarded to the team previously in possession. The object is to keep players on their feet and to prevent them from falling to the ground, thus removing a dangerous area of play. This will create proper rucks and mauls through encouraging players from each team to remain on their feet.*





# RFU REGULATIONS

## RFU REGULATION 15 – AGE GRADE RUGBY (APPENDIX 7)

### UNDER 13s RULES OF PLAY (Transitional Contact) - BOYS ONLY

Players and match officials must ensure that the following Rules of Play and RFU Regulation 15 [www.englandrugby.com/governance/regulations](http://www.englandrugby.com/governance/regulations) are observed when playing rugby at Under 13.

These Under 13s Rules of Play set out below are mandatory for clubs and schools, and replace the previous Under 13s Rules of Play in their entirety.

Any terms defined in these Rules shall have the meanings set out in the World Rugby Laws of the Game.

#### The key elements of the Under 13s Rules of Play are:

- Team numbers: a maximum of 13-a-side
- Maximum pitch size: 90 metres x 60 metres
- Ball Size: 4
- Maximum minutes each half: 25
- 6 players in a fully contested scrum (all players must be confident and competent)
- No limit on numbers contesting for the ball including in the maul and ruck
- Sin Bin: 5 minutes

#### 1. General:

- a) The object of the game is to score a try by placing the ball with a downward pressure on or behind the opponents' goal line. A penalty try will be awarded if a try would probably have been scored but for an infringement by the defending team.
- b) Only infringements that affect the oppositions' play should be penalised. If there is no effect, advantage should be played wherever it is safe to do so.

#### 2. Teams:

- a) Under 13 Rugby is played between teams of equal numbers of players, containing a maximum of thirteen players from each team on the pitch at any one time.
- b) Six of the players on each team will be forwards and form the scrum, with the remaining players forming the back line.
- c) Rolling substitutions are permitted and substituted players can return at any time. Substitutions can only take place when the ball is dead and always with the referee's permission.

- d) Coaches are not permitted on the pitch when the game is in play and the referee is encouraged to advise and guide the teams and players.

### **3. Pitch Size:**

- a) The maximum pitch size is 90 metres by 60 metres, plus 5 metres for each in-goal area, representing a full size pitch.
- b) The referee and coaches may agree to reduce the pitch sizes provided that they agree it is safe to do so.
- c) Adjacent pitches should be no closer than 5 metres.

### **4. Starts and Restarts:**

- a) A drop kick from the centre of the half way line will be used to start the game, the second half, and for all restarts after a score. After a score, the team which has been scored against will have the option to receive the kick or kick off themselves.
- b) The kicker's team must be behind the ball until it has been kicked and the non-kicking team must be at least 10 metres back from the half way line.
- c) If the ball does not travel 10 metres but is first played by an opponent, play continues.
- d) If the ball does not travel 10 metres or is played by the kicking team before reaching 10 metres or is kicked directly into touch, the non-kicking team will have the choice of:
  - i. A throw in to a scrum at the centre of the half way line.
  - ii. The kick to be re-taken.
- e) Where players of the kicking team are in front of the ball at the kick-off the non-kicking team shall have a throw in to a scrum on the half way line.
- f) If from the kick-off the ball is kicked into the in-goal, without having touched or been touched by a player and is then immediately touched down or made dead, or the ball goes into touch in goal, the non-kicking team has the choice of:
  - i. A throw in to a scrum by the non-kicking team at the centre of the half way line.
  - ii. The kick to be re-taken.

### **5. Free Kick:**

- a) Following the infringement from the following offences a free kick will be awarded to the non-offending team:
  - i. Foul Play.
  - ii. Offside.

- iii. Squeezeball in the event that a ball carrier uses the squeezeball technique.
  - iv. If a player falls on or over a player lying on the ground with the ball in their possession or falls on or over players lying on the ground with the ball between them, or near them.
  - v. If a player is prevented by the opposition from passing the ball immediately when they have gone to ground in possession.
  - vi. If the tackler makes contact above the armpits.
- b) A free kick is a kick from hand. This can either be a tap by the player to themselves, or a kick to gain ground. The opponents must be 10 metres back, towards their own goal line.

## **6. Passing:**

The ball may only be passed sideways or backwards. If the ball is handed to another player who is in front or passed or knocked forwards towards the opponents' dead ball line then a scrum is awarded to the non-offending team, unless advantage occurs to the non-offending team. In order to keep the game flowing, referees should play advantage wherever it is safe to do so.

## **7. Free Passes:**

- a) A free pass is used where the ball or ball carrier has gone into touch, 10 metres in from the side of the pitch where the ball or ball carrier went into touch.
- b) At a free pass, the opposition must be 10 metres back from the mark. They cannot start moving forward until the ball leaves the hands of the passer. At a free pass, the passer must start with the ball in both hands and, when instructed by the referee who will call "Play", pass the ball backwards through the air to a member of their team. For safety reasons, no player may run until the pass is made. The player taking the free pass must pass the ball when the referee calls "Play".

## **8. The Tackle, Maul and Ruck:**

- a) A "Tackle" occurs when the ball carrier is held by one or more opponents and is brought to ground. A ball carrier who is not held is not a tackled player and a tackle has not taken place. Opposition players who hold the ball carrier and bring that player to ground, and who also go to ground, are known as tacklers. Opposition players who hold the ball carrier and do not go to ground are not tacklers. The tackle must include the use of arms. Where the ball carrier is taken to ground, the referee will call "Tackle-Release".
- b) A maul begins when a player carrying the ball is held by one or more opponents and one of the ball carrier's team mates bind on the ball carrier. A maul therefore consists, when it begins, of at least three players, all on their feet; the ball carrier and one player from each team. All the players involved must be caught in or bound to the maul and must be on their feet and moving towards a goal line. Open play has ended.
- c) A ruck is a phase of play where one or more players from each team, who are on

their feet, in physical contact, close around the ball on the ground. Open play has ended. Players are rucking when they are in a ruck and using their feet to try to win or keep possession of the ball, without being guilty of foul play.

- d) Only the ball carrier can be tackled.
- e) The tackler must grasp the ball carrier below the armpits, on the shirt, shorts or around the legs.
- f) When the ball carrier grounds the ball on or over the opponents' goal line, a try will be awarded.
- g) When the ball carrier is held in contact and remains on their feet they may continue to progress forward. Once forward momentum has been stopped, the ball must be played away from the contact area.
- h) When the ball carrier is not taken to ground, the tackler may contest the ball by grabbing it.
- i) When the ball carrier is taken to ground, the tackler must immediately release the ball carrier and must get to their feet as soon as possible before they are permitted to contest the ball or block the pass.
- j) If the ball carrier is taken to ground and the referee calls "Tackle-Release", the ball carrier must pass the ball immediately, roll away or place the ball towards their own team.
- k) When a maul is formed the ball must be made available within 5 seconds. The referee should call "Use it" and the ball should be moved away from the contact area. If neither team can pass the ball away, a scrum should be awarded to the team not in possession when the maul began.
- l) When the tackle is made and the ball carrier is on the ground, supporting players may:
  - i. rip the ball from the ball carrier but must then pass the ball immediately to a team mate; or
  - ii. pick up the ball and run or pass away from the contact area; or
  - iii. if a ruck is not formed, pick up the ball and run; or
  - iv. join to form a ruck but must do so from their own side (i.e. from the direction of their own goal line) and drive over the ball, in an attempt to take their immediate opponents away from the ball.
- m) If l)iv. above has taken place, the next arriving player can pass the ball to another player or run with it.
- n) When the ball has been clearly won at a ruck and the ball is available to be played the referee will call "Use it" after which the ball must be played within 5 seconds. If the ball is not played within five seconds the referee will award a scrum and the team not in possession of the ball at the ruck is awarded the throw-in.

- o) Support players must not stand either side and in close proximity to the ball carrier to prevent defenders from making the next tackle.

#### **9. Kicking:**

- a) Kicking the ball when it is on the ground is allowed (known as a “fly-hack”).
- b) If the ball is kicked from outside of the 22 metre line directly into touch, a free pass is awarded to the opposing team who last touched the ball in line with where the ball was kicked and 10 metres in from the touchline unless they elect to take a quick throw in in compliance with 9(d).
- c) Drop goals are not permitted.
- d) Where the kick goes into touch the non-kicking team has the option to take a quick throw in preference to the free pass unless it has been touched by a spectator (including coaches/replacements). It must be the same ball that was kicked into touch. For a quick throw-in, the player may be anywhere outside the field of play between the line of touch and the player’s goal line. If the ball is brought back into the field of play, or players from the kicking team are in close proximity before the throw can be taken the referee should award a free-kick in accordance with the rules above.

#### **10. Actions Inside the 22 Metre Line (the “22”):**

- a) If the ball is kicked from within the 22 by the defending team and goes directly into touch, a free pass will be awarded to the non-kicking team 10 metres in from where the ball crossed the touchline unless it has been passed back into the “22” and there has been no subsequent ruck, maul, tackle or the ball had touched an opposition player, in which case a restart will be from where the ball was kicked. Alternatively, the opposing team may elect to take a quick throw-in in compliance with 9(d).
- b) A drop out “22” will be awarded:
  - i. when the ball is kicked into in-goal by the attacking team and grounded by a defender; or
  - ii. when the ball is kicked, sent or carried into in-goal by the attacking team and the ball touches or crosses the in-goal touchline or dead ball line.

#### **11. Ball to Ground:**

- a) Players must play rugby on their feet, with the ball in hand.
- b) If the ball goes to ground, players should be encouraged to pick it up. If they dive to recover the ball they must either get up with the ball, pass the ball or release it immediately and be allowed to do so by the opposition.
- c) If the ball is lost forward, a scrum is awarded to the non-offending team unless advantage occurs to the non-offending team.
- d) If the ball is passed other than forward and goes to ground, play will continue and either team may pick up the ball. If the ball rolls into touch a free pass will

be awarded 10 metres from the touchline level with where it crossed the touchline to the non-offending team.

## **12. Scrums:**

- a) A scrum will be awarded for:
  - i. a forward pass; or
  - ii. a knock on; or
  - iii. where the ball does not emerge from a maul or ruck; or
  - iv. where the ball becomes unplayable.
- b) The scrum will consist of six willing and trained players from each team, i.e. a prop on either side of the hooker forming the front row, two locks forming the second row and a 'Number 8' bound between the hips of the two locks.
- c) The referee will call "Crouch" and then "Bind". The front rows crouch and using their outside arm each prop must bind onto the body or side of their opponent and the second rows crouch and bind onto each other using their inside arm with the outside arm around the hips of the prop in front of them. Neither of the locks or the 'No. 8' may unbind to pick up the ball and must remain bound to the scrum until the scrum half plays the ball.
- d) Following a pause, the referee will call "Set" only when the front rows are ready. The front rows may then engage.
- e) The scrum is contested and the team awarded the scrum will throw the ball into the scrum.
- f) If a team cannot field such suitably willing and trained players because:
  - i. they are not available; or
  - ii. a player in one of those six positions is injured or has been sent off for Foul Play and no suitably trained replacement is available.then the referee must order uncontested scrums.
- g) Front rows must not charge at each other. If they start to set too close together and with their necks and backs bent, the scrum must be stopped and the scrum reformed. Props' body positions must be parallel to the touchline, their head and shoulders must be no lower than the hips and there must be no downward pressure exerted. Shoulders must always be above the level of the hips.

*Note: Referees and coaches MUST be aware of the following: If the scrum collapses, the whistle must immediately be blown and the appropriate sanction awarded or the scrum reset. If a player is persistently involved in collapsing or illegal binding, they must not take any further part in the scrum or if a player's lack of technique or strength is a danger then they must be replaced. All players, including replacements, should be suitably trained and experienced.*

- h) The scrum half can pass the ball or run from the base of the scrum.
- i) The back line of both teams must remain 5 metres behind the scrum until the ball emerges or the opposing scrum half lifts the ball from the ground.
- j) The non-ball winning scrum half may start directly alongside their opponent, however, they must not move beyond the middle line of the scrum until the ball has emerged from the scrum.
- k) If a scrum is awarded within 5 metres of the goal line, the scrum is to be taken at a mark such that the middle line of the scrum is 5 metres from the goal line. In this case the backs of the defending team must stay on or behind the goal line until the scrum is completed.
- l) The No.8 is not permitted to pick up the ball from the back of the scrum.

*Note to referees: Referees should pay particular attention to ensure that the scrum half throwing the ball into the scrum is not “feeding” their own players: the scrum half must hold the ball with both hands, with its major axis parallel to the ground/the touchline, midway between his knees and ankles. The scrum half must release the ball from outside the tunnel so that it lands midway between the two front rows and beyond the width of the nearer props’ shoulders.*

### **13. Offside:**

- a) In general play, anyone who is in front of a team mate who has played the ball is liable to sanction unless they return to an onside position (i.e. behind the team mate who played the ball).
- b) At the tackle, offside occurs at the time of the tackle where the offside line is the hindmost part of the tackled player and tackler. All the other players from the defending team must retire towards their own goal line until they are behind the hindmost part of the tackled player and tackler.
- c) At the maul, the offside lines are at the hindmost foot of the hindmost player in the maul.
- d) At the ruck, the offside lines are at the hindmost foot of the hindmost player in the ruck.
- e) At the scrum, a player is offside if they are less than 5 metres from the scrum before the ball is out of the scrum, unless the player is the scrum half or participating in the scrum.
- f) When kicking, a player is offside if they are not behind the ball when it is kicked or within 10 metres of an opponent waiting to play the ball (or the place where the ball will land).

### **14. Infringements:**

- a) The tackler can only make contact with the ball carrier below the armpits.
- b) The ball carrier may run and dodge potential tacklers but must not fend or hand them off above the armpits.



- c) No player shall use the technique known or referred to as “Squeezeball” and no person involved in the teaching or coaching of rugby may teach or coach to encourage the use of the “Squeezeball” technique.

*Note: “Squeezeball” is a technique where the ball carrier goes to ground, head forward (touching or close to the ground), irrespective of immediate contact with opponents, usually keeping parallel to the touchline, holding and protecting the ball close to the chest and, when on the ground, pushing the ball back between the legs.*

- d) No player shall voluntarily fall on or over a player lying on the ground with the ball in their possession or voluntarily fall on or over players lying on the ground with the ball between them, or near them.
- e) Contact with players not in possession.
- f) Foul play.

*Note to referee: No advantage shall be played:*

*A player is assumed to have fallen voluntarily unless the referee is absolutely certain the fall was accidental.*

*In the very rare instances when the fall is accidental, play must be stopped and a scrum awarded to the team previously in possession. The object is to keep players on their feet and to prevent them from falling to the ground, thus removing a dangerous area of play. This will create proper rucks and mauls through encouraging players from each team to remain on their feet.*

- 15.** If a player is temporarily suspended in an Age Grade match, the duration of time in the Sin Bin shall be 5 minutes.



# RFU REGULATIONS

## RFU REGULATION 15 – AGE GRADE RUGBY (APPENDIX 8)

### UNDER 14s RULES OF PLAY (Transitional Contact) – BOYS ONLY

Players and match officials must ensure that the applicable Rules of Play and RFU Regulation 15 [www.englandrugby.com/governance/regulations](http://www.englandrugby.com/governance/regulations) are observed when playing rugby at Under 14.

These Under 14s Rules of Play set out below are mandatory for clubs and schools, and replace the previous Under 14s Rules of Play in their entirety.

Any terms defined in these Rules shall have the meanings set out in the World Rugby Laws of the Game.

#### The key elements of the Under 14s Rules of Play are:

- Team numbers: a maximum of 15-a-side
- Maximum pitch size: 100 metres x 70 metres
- Ball Size: 4
- Maximum minutes each half: 25
- Contested 8 man scrum – the No.8 can pick up the ball from the back of the scrum
- Introduction of the uncontested lineout
- Sin Bin: 5 minutes

#### 1. General:

- a) The object of the game is to score a try by placing the ball with a downward pressure on or behind the opponents' goal line. A penalty try will be awarded if a try would probably have been scored but for foul or prohibited play by the defending team.
- b) Only infringements that affect the oppositions' play should be penalised. If there is no effect, advantage should be played wherever it is safe to do so.

#### 2. Teams:

- a) Under 14 Rugby is played between teams of equal numbers of players, containing a maximum of fifteen players from each team on the pitch at any one time.
- b) Eight of the players on each team will be forwards and form the scrum, with the remaining players forming the back line.
- c) Rolling substitutions are permitted and substituted players can be re-used at any time. Substitutions can only take place when the ball is dead and always with the referee's permission.
- d) Coaches are not permitted on the pitch when the game is in play and the referee

is encouraged to advise and guide the teams and players.

### **3. Pitch Size:**

- a) The maximum pitch size is 100 metres by 70 metres, plus 5 metres for each in-goal area, representing a full size pitch
- b) The referee and coaches may agree to reduce the pitch sizes provided that they agree it is safe to do so.
- c) Adjacent pitches should be no closer than 5 metres.

### **4. Starts and Restarts:**

- a) A drop kick from the centre of the half way line will be used to start each half of the match, and for all restarts after a score. After a score, the opponents of the team who scored will kick to the opposing team.
- b) The kicker's team must be behind the ball until it has been kicked and the non-kicking team must be at least 10 metres back from the half way line.
- c) If the ball does not travel 10 metres but is first played by an opponent, play continues.
- d) If the ball does not travel 10 metres or is played by the kicking team before reaching 10 metres or is kicked directly into touch, the non-kicking team will have the choice of;
  - i. A throw in to a scrum at the centre of the half way line.
  - ii. The kick to be re-taken.
  - iii. A throw in from touch.
  - iv. Accept the kick.
- e) Where players of the kicking team are in front of the ball at the kick-off the non-kicking team shall have a throw in to a scrum on the half way line.
- f) If from the kick-off the ball is kicked into the in-goal, without having touched or been touched by a player and is then immediately touched down or made dead, or the ball goes into touch in goal, the non-kicking team has the choice of:
  - i. A throw in to a scrum by the non-kicking team at the centre of the half way line.
  - ii. The kick to be re-taken.

### **5. Free Kick:**

- a) Following the below offences a free kick will be awarded to the non-offending team:
  - i. In the event that a ball carrier uses the 'squeezeball' technique.

- ii If a player voluntarily falls on or over a player lying on the ground with the ball in their possession or voluntarily fall on or over players lying on the ground with the ball between them, or near them.
- b) A free kick is a kick from hand. This can either be a tap by the player to themselves, or a kick to gain ground. The opponents must be 10 metres back, towards their own goal line and cannot start moving until the ball has been played.

## **6. Penalties:**

- a) Following the below offences, a penalty will be awarded to the non-offending team:
  - i. Foul play.
  - ii. Offside.
  - iii. When a tackler makes contact above the armpits.
  - iv. When a player prevents an opponent from passing the ball immediately after a tackle.
- b) When opponents are within 10 metres of the mark when a penalty kick is taken.

## **7. Passing:**

The ball may only be passed sideways or backwards. If the ball is handed to another player who is in front of the ball carrier or passed or knocked forwards towards the opponents' dead ball line then a scrum is awarded to the non-offending team, unless advantage occurs to the non-offending team. In order to keep the game flowing, referees should play advantage wherever it is safe to do so.

## **8. The Tackle, Maul and Ruck:**

- a) A "Tackle" occurs when the ball carrier is held by one or more opponents and is brought to ground. A ball carrier who is not held is not a tackled player and a tackle has not taken place. Opposition players who hold the ball carrier and bring that player to ground, and who also go to ground, are known as tacklers. Opposition players who hold the ball carrier and do not go to ground are not tacklers. The tackle must include the use of arms. Where the ball carrier is taken to ground, the referee will call "Tackle-Release".
- b) A "maul" begins when a player carrying the ball is held by one or more opponents and one of the ball carrier's team mates bind on the ball carrier. A maul therefore consists, when it begins, of at least three players, all on their feet; the ball carrier and one player from each team. All the players involved must be caught in or bound to the maul and must be on their feet and moving towards a goal line. Open play has ended.
- c) A "ruck" is a phase of play where one or more players from each team, who are on their feet, in physical contact, close around the ball on the ground. Open play has ended. Players are rucking when they are in a ruck and using their feet to try to win or keep possession of the ball, without being guilty of foul play.

- d) Only the ball carrier can be tackled.
- e) The tackler must grasp the ball carrier below the armpits, on the shirt, shorts or around the legs.
- f) When the ball carrier grounds the ball on or over the opponents' goal line, a try will be awarded.
- g) When the ball carrier is held in contact and remains on their feet they may continue to progress forward. Once forward momentum has been stopped, the ball must be played away from the contact area.
- h) When the ball carrier is not taken to ground, the tackler may contest the ball by grabbing it.
- i) When the ball carrier is taken to ground, the tackler must immediately release the ball carrier and must get to their feet as soon as possible before they are permitted to contest the ball or block the pass.
- j) If the ball carrier is taken to ground and the referee calls "Tackle-Release", the ball carrier must pass the ball immediately, roll away or place the ball towards their own team.
- k) When a maul is formed and forward momentum is lost the ball must be made available within 5 seconds. The referee should call "Use it" and the ball should be moved away from the contact area. If neither team can pass the ball away, a scrum should be awarded to the team not in possession when the maul began.
- l) When the tackle is made and the ball carrier is on the ground, supporting players may:
  - i. rip the ball from the ball carrier; or
  - ii. pick up the ball and run or pass away from the contact area; or
  - iii. if a ruck is not formed, pick up the ball and run; or
  - iv. join to form a ruck but must do so from their own side (i.e. from the direction of their own goal line) and drive over the ball, in an attempt to take their immediate opponents away from the ball.
- m) If l)iv. above has taken place, the next arriving player can pass the ball to another player or run with it.
- n) When the ball has been clearly won by a team at a ruck and the ball is available to be played the referee will call "Use it" after which the ball must be played within 5 seconds. If the ball is not played within 5 seconds the referee will award a scrum and the team not in possession of the ball at the ruck is awarded the throw-in.
- o) Support players must not stand either side and in close proximity to the ball carrier to prevent defenders from making the next tackle.

## **9. Kicking:**

- a) Kicking the ball when it is on the ground is allowed (known as a “fly-hack”).
- b) Drop goals are permitted.
- c) If the ball is kicked from outside of the 22 metre line directly into touch, a free pass is awarded to the opposing team who last touched the ball in line with where the ball was kicked and 10 metres in from the touchline unless they elect to take a quick throw in in compliance with 9(d).
- d) Where the kick goes into touch the non-kicking team has the option to take a quick throw in preference to the lineout unless it has been touched by a spectator (including coaches/replacements). It must be the same ball that was kicked into touch. For a quick throw-in, the player may be anywhere outside the field of play between the line of touch and the player’s goal line. If the ball is brought back into the field of play, or players from the kicking team are in close proximity before the throw can be taken the referee should award a free-kick in accordance with the rules above.
- e) After a try is scored, the scorers attempt to score a goal by taking a kick at goal; this also applies to a penalty try. This kick is a conversion kick: a conversion kick can be a place kick or a drop kick in line where the try was scored. If a penalty try has been awarded, the kick is taken directly between the posts.

## **10. Actions Inside the 22 Metre Line (the “22”):**

- a) If the ball is kicked from within the 22 by the defending team and goes directly into touch, a lineout will be awarded to the non-kicking team 10 metres in from where the ball crossed the touchline unless it has been passed back into the “22” and there has been no subsequent ruck, maul, or the ball had touched an opposition player, in which case a restart will be from where the ball was kicked. Alternatively, the opposing team may elect to take a quick throw-in in compliance with 9(d).
- b) A drop out “22” will be awarded:
  - i. when the ball is kicked into in-goal by the attacking team and grounded by a defender; or
  - ii. when the ball is kicked, sent or carried into in-goal by the attacking team and the ball touches or crosses the in-goal touchline or dead ball line.

## **11. Ball to Ground:**

- a) Players must play rugby on their feet, with the ball in hand.
- b) If the ball goes to ground, players should be encouraged to pick it up. If they dive to recover the ball they must either get up with the ball, pass the ball or release it immediately and be allowed to do so by the opposition.
- c) If the ball is lost forward, a scrum is awarded to the non-offending team unless advantage occurs.

- d) If the ball is passed other than forward and goes to ground, play will continue and either team may pick up the ball. If the ball rolls into touch, a lineout will be awarded level with where it crossed the line to an opponent of the player who last played or touched the ball before it went into touch.

## **12. Scrums:**

- a) A scrum will be awarded for:
  - i. a forward pass; or
  - ii. a knock on; or
  - iii. where the ball does not emerge from a maul or ruck; or
  - iv. when the ball becomes unplayable.
- b) The scrum will consist of eight confident and competent players from each team, i.e. a prop on either side of the hooker forming the front row, two locks forming the second row, and three players forming the back row.
- c) The referee will call “Crouch” and then “Bind”. The front rows crouch and using their outside arm each prop must bind onto the body or side of their opponent and the second rows crouch and bind onto the prop in front of them.
- d) Following a pause, the referee calls “Set” only when the front rows are ready. The front rows may then engage.
- e) If a team cannot field such suitably willing and trained players because:
  - i. they are not available; or
  - ii. a player in one of those eight positions is injured or has been sent off for Foul Play and no suitably trained replacement is available then the referee must order uncontested scrums.
- g) Front rows must not charge at each other. If they start to set too close together and with their necks and backs bent, the scrum must be stopped and the scrum reformed. Props’ body positions must be parallel to the touchline, their head and shoulders must be no lower than the hips and there must be no downward pressure exerted. Shoulders must always be above the level of the hips.

*Note: Referees and coaches MUST be aware of the following: If the scrum collapses, the whistle must immediately be blown and the appropriate sanction awarded or the scrum reset. If a player is persistently involved in collapsing or illegal binding, they must not take any further part in the scrum or if a player’s lack of technique or strength is a danger then they must be replaced. All players, including replacements, should be suitably trained and experienced.*
- h) The scrum half can pass the ball or run from the base of the scrum
- i) The back line of both teams must remain 5 metres behind the scrum until the ball emerges or the opposing scrum half lifts the ball from the ground.



- j) The non ball winning scrum half may start directly alongside their opponent. However, they must not move beyond the middle line of the scrum until the ball has emerged from the scrum.
- k) If a scrum is awarded within 5 metres of the goal line, the scrum is to be taken at a mark such that the middle line of the scrum is 5 metres from the goal line. In this case, the backs of the defending team must stay on or behind the goal line until the scrum is completed.

*Note to referees: Referees should pay particular attention to ensure that the scrum half throwing the ball into the scrum is not “feeding” their own players: the scrum half must hold the ball with both hands, with its major axis parallel to the ground/the touchline, midway between his knees and ankles. The scrum half must release the ball from outside the tunnel so that it lands midway between the two front rows and beyond the width of the nearer props’ shoulders.*

- l) The No. 8 is permitted to pick up the ball from the back of the scrum.

### **13. Offside:**

- a) In general play, anyone who is in front of a team mate who has played the ball is liable to sanction unless they return to an onside position (i.e. behind the team mate who played the ball).
- b) At the tackle, offside occurs at the time of the tackle where the offside line is the hindmost part of the tackled player and tackler. All the other players from the defending team must retire towards their own goal line until they are behind the hindmost part of the tackled player and tackler.
- c) At the maul, the offside lines are at the hindmost foot of the hindmost player in the maul.
- d) At the ruck, the offside lines are at the hindmost foot of the hindmost player in the ruck.
- e) At the scrum, a player is offside if they are less than 5 metres from the scrum before the ball is out of the scrum, unless the player is the scrum half or participating in the scrum.
- f) At the lineout, a player is offside if they are less than 10 metres from the lineout before the lineout is over, unless the player is the receiver or hooker.
- g) When kicking, a player is offside if they are not behind the ball when it is kicked or within 10 metres of an opponent waiting to play the ball (or the place where the ball will land).

### **14. Infringements:**

- a) The tackler can only make contact with the ball carrier below the armpits.
- b) No player shall use the technique known or referred to as “Squeezeball” and no person involved in the teaching or coaching of rugby may teach or coach to encourage the use of the “Squeezeball” technique.

*Note: “Squeezeball” is a technique where the ball carrier goes to ground, head forward (touching or close to the ground), irrespective of immediate contact with opponents, usually keeping parallel to the touchline, holding and protecting the ball close to the chest and, when on the ground, pushing the ball back between the legs.*

- c) No player shall voluntarily fall on or over a player lying on the ground with the ball in their possession or voluntarily fall on or over players lying on the ground with the ball between them, or near them.
- d) Foul play

*Note to referee: No advantage shall be played:*

*A player is assumed to have fallen voluntarily unless the referee is absolutely certain the fall was accidental.*

*In the very rare instances when the fall is accidental, play must be stopped and a scrum awarded to the team previously in possession. The object is to keep players on their feet and to prevent them from falling to the ground, thus removing a dangerous area of play. This will create proper rucks and mauls through encouraging players from each team to remain on their feet.*

## **15. The Lineout:**

- a) The lineout will be awarded from the touchline level with where the ball crossed the line, to the opponents of the player who touched the ball before it went into touch.
- b) The ball must be thrown down the middle of the channel. If the throw is not straight, a lineout will be awarded to the opposing team. If this throw is not straight, a scrum will be awarded to the (team originally awarded the line out) on the 15m line.
- c) The lineout will be uncontested by up to 13 players from each team
- d) No lifting or supporting of any kind is allowed.
- e) Players not involved in the lineout must remain 10 metres behind the mark and must do so until invited forward by the referee.
- f) The lineout ends when the ball or a player carrying it leaves the lineout or the ball goes beyond the 15m or into the 5m channel.

- 16.** If a player is temporarily suspended in an Age Grade match, the duration of time in the Sin Bin shall be 5 minutes.



# RFU REGULATIONS

## RFU REGULATION 15 – AGE GRADE RUGBY (APPENDIX 9)

### U15-U18 Variations to the World Rugby Laws of the Game - BOYS ONLY

Players and Match Officials must ensure that the World Rugby Laws of Game (including the World Rugby Under 19 Law Variations) and any such law variations set out below (and/or otherwise agreed by the RFU) are observed when playing boys rugby at U15 to U18 in England, which are mandatory for clubs and schools.

RFU Regulation 15 ([www.englandrugby.com/governance/regulations/](http://www.englandrugby.com/governance/regulations/)) must also be complied with at all times.

Any terms defined in these Rules shall have the meanings set out in the World Rugby Laws of the Game.

### Law Variations applicable to all age grades between U15 and U18

#### 1. Ball and Pitch Sizes:

Ball size: U15, U16, U17 and U18 – ball size 5

Pitch Size: as set out in World Rugby Law 1

#### 2. Substitutions and Replacements:

Rolling substitutions are permitted and substituted players can be re-used at any time. Substitutions can only take place when the ball is dead and always with the referee's knowledge.

There is no limit on the number of replacements that a team may have, even if competing teams have unequal number, unless otherwise specified by separate regulations specific to a competition.

#### 3. Squeezeball:

No player shall use the technique known or referred to as “Squeezeball” and no person involved in the teaching or coaching of rugby may teach or coach to encourage the use the “Squeezeball” technique.

*Note: “Squeezeball” is a technique where the ball carrier goes to ground, head forward (touching or close to the ground), irrespective of immediate contact with opponents, usually keeping parallel to the touchline, holding and protecting the ball close to the chest and, when on the ground, pushing the ball back between the legs.*

#### 4. Sin Bin:

If a player is temporarily suspended in an Age Grade match, the duration of time in the Sin Bin shall be as set out below:

- U15 – 6 minutes

## RFU REGULATION 15 – AGE GRADE RUGBY (APPENDIX 9)

Effective from 1 August 2018

- U16, U17 and U18 – 7 minutes

### **Additional Law Variations applicable to U15 only**

The variations below shall also apply at U15:

#### **5. The Scrum:**

- a) There is no 'turnover' law. If scrums are reset for wheeling beyond 45 degrees the throw-in is to the side in possession at the time it is wheeled beyond 45 degrees.
- b) The scrum-half not throwing the ball into the scrum must not move beyond the middle line of the scrum until the ball has emerged from the scrum or an opponent has lifted the ball from the ground. In the event of a strike against the head, the scrum-half who has thrown the ball into the scrum is similarly restricted in not following the ball.

**Sanction:** Penalty Kick.

#### **6. Law 19 Line-Out:**

- (a) The lineout will be uncontested.
- (b) Lifting and supporting is permitted at this age group, i.e. a player may bind to a jumper until he has returned to the ground.



# RFU REGULATIONS

## RFU REGULATION 15 – AGE GRADE RUGBY (APPENDIX 10)

### UNDER 13s RULES OF PLAY - GIRLS ONLY

Players and match officials must ensure that the following Rules of Play and RFU Regulation 15 ([www.englandrugby.com/governance/regulations](http://www.englandrugby.com/governance/regulations)) are observed when playing rugby at Under 13.

These Under 13s Rules of Play set out below are mandatory for clubs and schools, and replace the previous Under 13s Rules of Play in their entirety.

Any terms defined in these Rules shall have the meanings set out in the World Rugby Laws of the Game.

#### The key elements of the Under 13s Girls Rules of Play are:

The U13 girls' age band is permitted to include U12s and U13s girls. U12 girls and above are not permitted to play mixed contact rugby.

- Team numbers: a maximum of 12-a-side
- Maximum pitch size: 60 metres x 43 metres
- Ball Size: 4
- Maximum minutes each half: 20
- Introduction of the contested strike
- Nearest 5 players in a scrum (all players trained, late specialisation)
- Contest for the ball (2 players v 2 players)
- Introduction of tactical kicking and kicking restarts

#### 1. General:

- a) The object of the game is to score a try by placing the ball with a downward pressure on or behind the opponents' goal line. A penalty try will be awarded if a try would probably have been scored but for an infringement by the defending team.
- b) Only infringements that affect the opposition's play should be sanctioned. If there is no effect, advantage should be played wherever it is safe to do so.

#### 2. Teams:

- a) Under 13 Rugby is played between teams of equal numbers of players, containing a maximum of twelve players from each team on the pitch at any one time.
- b) Rolling substitutions are permitted and substituted players can return at any time. Substitutions can only take place when the ball is dead and always with the referee's permission.
- c) Coaches are not permitted on the pitch when the game is in play and the referee is encouraged to advise and guide the teams and players.

## RFU REGULATION 15 – AGE GRADE RUGBY (APPENDIX 10)

Effective from 1 August 2018

### **3. Pitch Size:**

- a) The maximum pitch size is 60 metres by 43 metres, plus 5 metres for each in-goal area.
- b) The referee and coaches may agree to reduce the pitch sizes provided that they agree it is safe to do so.
- c) Adjacent pitches should be no closer than 5 metres.
- d) Provision should be made to indicate the position of the place 15 metres from each goal line, serving a similar purpose to the 22 metre line in the World Rugby Laws of the Game.

### **4. Starts and Restarts:**

- a) A drop kick from the centre of the half way line will be used to start each half of the game, and for all restarts after a score. After a score, the opponents of the team who scored will have the option to receive the kick or kick off themselves.
- b) The kicker's team must be behind the ball until it has been kicked and the non-kicking team must be at least 7 metres back from the half way line.
- c) If the ball does not travel 7 metres but is first played by an opponent, play continues.
- d) If the ball does not travel 7 metres or is played by the kicking team before reaching 7 metres or is kicked directly into touch, the non-kicking team will have the choice of:
  - i. A throw in to a scrum at the centre of the half way line.
  - ii. The kick to be re-taken.
- e) Where players of the kicking team are in front of the ball, the non-kicking team shall have a throw in to a scrum at the centre of the half way line.
- f) If the ball is kicked into the opponents' in-goal, without having touched or been touched by a player and is then immediately touched down or made dead, or the ball goes into touch in goal, the non-kicking team has the choice of:
  - i. A throw in to a scrum at the centre of the half way line.
  - ii. The kick to be re-taken.

### **5. Free Kick:**

- a) After the following infringements, a free kick will be awarded to the non-offending team:
  - i. Foul Play.
  - ii. Offside.
  - iii. When a fend off or hand off has been used.



- iv. When a ball carrier uses the “squeezeball” technique.

*Note: “Squeezeball” is a technique where the ball carrier goes to ground, head forward (touching or close to the ground), irrespective of immediate contact with opponents, usually keeping parallel to the touchline, holding and protecting the ball close to the chest and, when on the ground, pushing the ball back between the legs.*

- v. When a player voluntarily falls on or over a player lying on the ground with the ball in their possession or voluntarily falls on or over players lying on the ground with the ball between them, or near them.
  - vi. When a player is prevented by the opposition from passing the ball when the ball has gone to ground.
  - vii. When a team pushes in the scrum.
- b) A free kick is a kick from the hand. This can either be a tap by the player to themselves, or a kick to gain ground. Opponents must be 7 metres back, towards their own goal line.

## **6. Passing:**

- a) The ball may only be passed sideways or backwards. If the ball is handed to another player who is in front of the ball carrier or passed or knocked forwards towards the opponents’ dead ball line, a scrum is awarded to the non-offending team. Referees should play advantage wherever it is safe to do so.
- b) Where the ball has been ripped from the ball carrier, whether by the attacker or defender, the ball must be passed immediately away from the contact area.

## **7. Free Passes:**

- a) A free pass is awarded:
  - i. When the ball or ball carrier has gone into touch. The free pass is 5 metres from touch, level with where the ball or ball carrier went into touch.
  - ii. When a tackler makes contact above the armpits.
- b) At a free pass, the opposition must be 7 metres back from the mark. At a free pass, the passer must start with the ball in both hands and, when the referee calls “Play”, pass the ball backwards through the air to a member of their team. For safety reasons, no player from either team may run until the pass is made.

## **8. The Tackle, Maul and Ruck:**

- a) A “Tackle” occurs when the ball carrier is held by one or more opponents and is brought to ground. A ball carrier who is not held is not a tackled player and a tackle has not taken place. Opposition players who hold the ball carrier and bring that player to ground, and who also go to ground, are known as tacklers. Opposition players who hold the ball carrier and do not go to ground are not tacklers. The tackle must include the use of arms. Where the ball carrier is

taken to ground, the referee will call “Tackle-Release”.

- b) A “maul” begins when a player carrying the ball is held by one or more opponents and one of the ball carrier’s team mates bind on the ball carrier. A maul therefore consists, when it begins, of at least three players, all on their feet; the ball carrier and one player from each team. No more than 3 players from either team (including the ball carrier and tackler) can be involved in the maul. All the players involved must be caught in or bound to the maul and must be on their feet and moving towards a goal line. Open play has ended.
- c) A “ruck” is a phase a play where one or more players from each team, who are on their feet, in physical contact, close around the ball on the ground. Open play has ended. Players are rucking when they are in a ruck and using their feet to try to win or keep possession of the ball, without being guilty of foul play. No more than three players from either team (including the ball carrier and tackler) can be involved in the ruck.
- d) Only the ball carrier can be tackled. The ball carrier can run and dodge potential tacklers but may not fend them off using their hands or the ball.
- e) The tackler must grasp the ball carrier below the armpits, on the shirt, shorts or around the legs.
- f) When the ball carrier grounds the ball on or over the opponents’ goal line, a try will be awarded.
- g) When the ball carrier is held and remains on their feet they may continue to progress forward. Once forward momentum has been stopped, the ball must be played away from the contact area.
- h) When the ball carrier is not taken to ground, the tackler may contest the ball by grabbing it.
- i) When the ball carrier is taken to ground, the tackler must immediately release the ball carrier and must get to their feet before contesting the ball or blocking the pass.
- j) If the ball carrier is taken to ground and the referee calls “Tackle-Release”, the ball carrier must pass the ball immediately, or roll away or place the ball towards their own team.
- k) When a maul is formed the ball must be made available within 5 seconds. The referee should call “Use it” and the ball should be moved away from the contact area. If neither team can pass the ball away, a scrum should be awarded to the team not in possession when the maul began.
- l) When the tackle is made the team in possession of the ball may only support from behind.
- m) When the tackle is made and the ball carrier is on the ground, TWO supporting players from each team, who must remain on their feet, may:
  - i. rip the ball from the ball carrier but must then pass the ball immediately to a team mate; or
  - ii. pick up the ball and pass away from the contact area; or

- iii. if a ruck is not formed, pick up the ball and run; or
- iv. up to TWO players may join to form a ruck but must do so from their own side (i.e. from the direction of their own goal line) and drive over the ball, in an attempt to take their immediate opponents away from the ball.
- n) If m)iv. above has taken place, the next arriving player must pass the ball to another player.
- o) When the ball has been clearly won by a team at a ruck and the ball is available to be played the referee will call “Use it” after which the ball must be played within 5 seconds. If the ball is not played within 5 seconds the referee will award a scrum and the team not in possession of the ball at the ruck is awarded the throw-in.
- p) Support players must not stand either side and in close proximity to the ball carrier to prevent defenders from making the next tackle.

## **9. Kicking:**

- a) Kicking the ball when it is on the ground is prohibited (often referred to as a ‘fly-hack’).
- b) If the ball is kicked from outside of the 22 metre line (15m) directly into touch, a free pass is awarded to opposing team in line with where the ball was kicked and 5 metres in from the touchline, unless the non-kicking team elects to take a quick throw-in, in accordance with 9(g).
- c) A mark may be made anywhere on the pitch, with a clean catch direct from an opponent’s kick, other than from a restart or a free kick. For a successful mark, the referee will award a free kick to the catcher’s team.
- d) Other than from a restart, a free kick or charge down, if from a kick the ball is played in flight by a player of the non-kicking team and knocked forward, a scrum will be awarded to the non-kicking team from where the ball is touched.
- e) If from a kick the non-kicking team plays the ball and it goes backward, advantage can be played to the non-kicking team. Where no advantage is gained a scrum should be awarded to the non-kicking team.
- f) Drop goals are not permitted.
- g) Where the kick goes into touch, the non-kicking team has the option to take a quick throw in, in preference to the free pass, unless it has been touched by a spectator (including coaches/replacements). It must be the same ball that was kicked into touch. For a quick throw-in, the player may be anywhere outside the field of play between the line of touch and the player’s goal line. If the ball is brought back into the field of play, or players from the kicking team are in close proximity before the throw can be taken the referee should award a free-kick in accordance with the rules above.

#### **10. Actions Inside the 22 Metre Line (the “22”):**

- a) If the ball is kicked from within the 22 by the defending team and goes directly into touch, a free pass will be awarded to the non-kicking team 5 metres in from the touchline, level with where the ball crossed the touchline. If the ball had been passed back into the “22” by the defending team and there had been no subsequent ruck, maul, tackle or the ball had touched an opposition player, the free pass will be level with where the ball was kicked.
- b) A drop out “22” will be awarded:
  - i. when the ball is kicked into in-goal by the attacking team and made dead by a defender; or
  - ii. when the ball is kicked, sent or carried into in-goal by the attacking team and the ball touches or crosses touch-in-goal or dead ball line.

#### **11. Ball to Ground:**

- a) Players must play rugby on their feet, with the ball in hand.
- b) If the ball goes to ground, players should be encouraged to pick it up. If they dive to recover the ball they must either get up with the ball, pass the ball or release it immediately and be allowed to do so by the opposition.
- c) If the ball is lost forward, a scrum is awarded to the non-offending team unless advantage occurs to the non-offending team.
- d) If the ball is passed other than forward and goes to ground, play will continue and either team may pick up the ball. If the ball rolls into touch a free pass will be awarded 5 metres from the touchline level with where it crossed the touchline to the non-offending team.

#### **12. Scrums:**

- a) A scrum will be awarded for:
  - i. a forward pass; or
  - ii. a knock on; or
  - iii. where the ball does not emerge from a maul or ruck; or
  - iv. where the ball becomes unplayable.
- b) The scrum will consist of 5 players from each team, i.e. a prop on either side of the hooker and two locks. They will be the nearest 5 players from either side, with the sixth nearest acting as scrum half. All players should be encouraged to take part.
- c) The referee will call “Crouch” and then “Bind”. The front rows crouch and using their outside arm, each prop must bind onto the back or side of their opponent. Following a pause, the referee will call “Set” only when the front rows are ready. The front rows may then engage.

- d) Front rows must not charge at each other. If they start to set too close together and with their necks and backs bent, the scrum must be stopped and the scrum reformed. Props' body positions must be parallel to the touchline, their head and shoulders must be no lower than the hips and there must be no downward pressure exerted. Shoulders must never be below the level of the hips at any stage of the scrum.

- e) Only the hookers may strike for the ball. Neither team may push.

*Note to referee: Referees and coaches MUST be aware of the following: If the scrum collapses, the whistle must immediately be blown and the appropriate sanction awarded or the scrum reset. If a player is persistently involved in collapsing or illegal binding, they must not take any further part in the scrum or if a player's lack of technique or strength is a danger, they must be replaced. All players, including replacements, should be suitably trained and experienced.*

- f) Once the ball has been won, the scrum half must pass the ball from the base of the scrum. They cannot run with it.
- g) The back line of both teams must remain 5 metres behind the scrum until the ball emerges or the opposing scrum half lifts the ball from the ground. Until this happens, the non-throwing scrum half must remain directly behind their scrum, in the pocket edged by the two props.
- h) If a scrum is awarded within 5 metres of the goal line, the scrum is to be taken at a mark such that the middle line of the scrum is 5 metres from the goal line. In this case the backs of the defending team must stay on or behind the goal line until the scrum is completed.

*Note : Referees should pay particular attention to ensure that the scrum half throwing the ball into the scrum is not "feeding" their own players: the scrum half must hold the ball with both hands, with its major axis parallel to the ground and to the touchline, midway between their knees and ankles. The scrum half must release the ball from outside the tunnel so that it lands midway between the two front rows and beyond the width of the nearer prop's shoulders.*

### **13. Offside:**

- a) In general play, anyone who is in front of a team mate who has played the ball is liable to sanction unless they return to an onside position (i.e. behind the team mate who played the ball).
- b) At the tackle, there are two offside lines at the hindmost part of the tackled player and tackler. All other players from either team must retire towards their own goal line until they are behind the hindmost part of the tackled player and tackler.
- c) At the maul, the offside lines are at the hindmost foot of the hindmost player in the maul.
- d) At the ruck, the offside lines are at the hindmost foot of the hindmost player in the ruck.

- e) At the scrum, a player is offside if they are less than 5 metres from the scrum before the ball is out of the scrum, unless the player is the scrum half or participating in the scrum.
- f) When kicking, a player is offside if they are in front of the ball when it is kicked or within 7 metres of an opponent waiting to play the ball (or the place where the ball will land).

#### **14. Infractions:**

- a) The ball carrier may run and dodge potential tacklers but cannot fend or hand them off with their hand or the ball.
- b) The tackler must not make contact with the ball carrier above the armpits.
- b) No player shall use the technique known or referred to as “Squeezeball”. No person involved in the teaching or coaching of rugby may teach or coach to encourage the use of the “Squeezeball” technique.
- d) No player shall fall on or over a player lying on the ground with the ball in their possession or fall on or over players lying on the ground with the ball between them, or near them.
- e) Contact with players not in possession.
- f) Foul play.
- g) Pushing at the scrum.

*Note to referee: No advantage shall be played:*

*A player is assumed to have fallen voluntarily unless the referee is absolutely certain the fall was accidental.*

*In the very rare instances when the fall is accidental, play must be stopped and a scrum awarded to the team previously in possession. The object is to keep players on their feet and to prevent them from falling to the ground, thus removing a dangerous area of play. This will create proper rucks and mauls through encouraging players to remain on their feet.*



# RFU REGULATIONS

## RFU REGULATION 15 – AGE GRADE RUGBY (APPENDIX 11)

### U15-U18 Variations to the World Rugby Laws of the Game - GIRLS ONLY

**The U15 girls' age band is permitted to include U14s and U15s.**

**The U18 girls' age band is permitted to include U16s, U17s and U18s.**

Players and Match Officials must ensure that the World Rugby Laws of Game (including the World Rugby Under 19 Law Variations) and any such law variations set out below (and/or otherwise agreed by the RFU) are observed when playing girls rugby at U15 to U18 in England, which are mandatory for clubs and schools.

RFU Regulation 15 ([www.englandrugby.com/governance/regulations/](http://www.englandrugby.com/governance/regulations/)) must also be complied with at all times.

Any terms defined in these Rules shall have the meanings set out in the World Rugby Laws of the Game.

### Law Variations applicable to all age grades between U15 and U18

#### 1. Ball and Pitch Sizes:

Ball size: U15s age band – 4  
U18s age band – 5

Pitch Size: as set out in World Rugby Law 1

#### 2. Substitutions and Replacements:

Rolling substitutions are permitted and substituted players can be re-used at any time. Substitutions can only take place when the ball is dead and always with the referee's knowledge.

There is no limit on the number of replacements that a team may have, even if competing teams have unequal number, unless otherwise specified by separate regulations specific to a competition.

#### 3. Squeezeball:

No player shall use the technique known or referred to as "Squeezeball" and no person involved in the teaching or coaching of rugby may teach or coach to encourage the use the "Squeezeball" technique.

*Note: "Squeezeball" is a technique where the ball carrier goes to ground, head forward (touching or close to the ground), irrespective of immediate contact with opponents, usually keeping parallel to the touchline, holding and protecting the ball close to the chest and, when on the ground, pushing the ball back between the legs.*



#### **4. Sin Bin:**

If a player is temporarily suspended in an Age Grade match, the duration of time in the Sin Bin shall be as set out below:

- U15s – 6 minutes
- U18s – 7 minutes

#### **Additional Law Variations applicable to U15 age band only**

The variations below shall also apply at U15 age band:

#### **5. The Scrum:**

- a) There is no 'turnover' law. If scrums are reset for wheeling beyond 45 degrees the throw-in is to the side in possession at the time it is wheeled beyond 45 degrees.
- b) The scrum-half not throwing the ball into the scrum must not move beyond the middle line of the scrum until the ball has emerged from the scrum or an opponent has lifted the ball from the ground. In the event of a strike against the head, the scrum-half who has thrown the ball into the scrum is similarly restricted in not following the ball.

**Sanction:** Penalty Kick.

#### **6. Law 19 Line-Out:**

- (a) The lineout will be uncontested.
- (b) Lifting and supporting is permitted at this age group, i.e. a player may bind to a jumper until he has returned to the ground.



# RFU REGULATIONS

## **RFU REGULATION 16 – ADULT WOMEN COMPETITIONS**

### **16.1 General**

- 16.1.1 RFU Regulation 16 sets out the Regulations relating to the RFU Women Competitions in England from Level 2 (Championship 1) and below. Regulation 16 is supplemental to other RFU Regulations (including RFU Regulation 13) and the Women's Premier 15s Regulations, which, for the avoidance of doubt, shall have full force and effect save that in the event of conflict between Regulation 16 and the other RFU Regulations, the RFU Regulations (to the extent that they affect the teams) are deemed varied by RFU Regulation 16 and the Women's Premier 15s Regulations.
- 16.1.2 For the purposes of this Regulation 16, 'RFU Women Competitions' shall mean the 'Championship 1 North and 1 South', 'Championship 2', 'National Challenge Division 1', 'National Challenge Division 2' and 'National Challenge Division 3' means Level 2, 3, 4 and 5 respectively of the structure.
- 16.1.3 There are separate regulations in place for the Women's Premier 15s competition (including for the Second team competition).
- 16.1.4 RFU Regulation 15 (Age Grade Rugby) sets out the Regulations and Rules of Play for Girls Age Grade Rugby.
- 16.1.5 All RFU Women's Competitions shall be organised by such designated Organising Committee to which powers have been delegated by the RFU Governance Standing Committee in accordance with RFU Regulation 13. Should the delegated Organising Committee wish to apply local variations to this Regulation 16, the procedure set out in RFU Regulation 13.1.4 shall apply in the same way that it applies to teams, clubs, Divisional Organising Committees and Constituent Bodies.
- 16.1.6 All matches played under the jurisdiction of the RFU and/or in RFU Women's Competitions or any other competition or merit table must be played in accordance with the World Rugby Laws (including any variations or trials that may be adopted by the RFU, including those set out in Appendix 1), World Rugby Regulations, the RFU Rules, the RFU Regulations and any competition specific Regulations applicable to a competition.
- 16.1.7 The definitions set out in RFU Regulation 1 (RFU Definitions) shall apply to this RFU Regulation 16 unless stated otherwise.
- 16.1.8 The precise format and structure of the competitions, which will conform to the agreed objectives of the competitions, will be determined by the RFU Governance Standing Committee and communicated to participating teams and other stakeholders as soon as practicable in advance of the competitions.

### **16.2 Eligibility of Teams**

- 16.2.1 All clubs/teams participating in the RFU Women Competitions must:
- (a) be affiliated to the RFU;

- (b) have completed and submitted the league entry form by 3rd May of the previous season; and
  - (c) have received confirmation from the RFU that the team has been accepted into the league for the next Season.
- 16.2.2 Only one team per club can participate in each league in the same Season. If the first team of a club is relegated into the same league as the second team of the same club, the second team shall be relegated and this same principle shall apply in respect of all other lower XV teams.
- 16.2.3 All Women's Premier 15s participating clubs/teams are only permitted to play in the Women's Premier 15s competition and the Women's Premier Second XVs competition and no first team or second team of Women's Premier 15s clubs/teams are permitted to participate in the Women's Competitions set out in this Regulation 16.

### **16.3 Eligibility of Individual Players**

- 16.3.1 All Players participating in the RFU Women's Competitions must be registered with the RFU on the RFU's Game Management System.
- 16.3.2 Student players and Services players can be registered with both a student/services team and one club team at any one time provided they comply with the RFU's Student and Service Pass process in all respects and are approved by the RFU for a Student or Services pass prior to the Transfer Deadline.
- 16.3.3 An application for registration of an Overseas Player wishing to be registered with a club in England must be accompanied by a Clearance (as defined in World Rugby Regulation 1) from her Current Union.
- 16.3.4 All players must be 18 years of age or over, unless otherwise permitted to play adult rugby in accordance with RFU Regulation 15.

### **16.4 Player Transfers**

- 16.4.1 A Player may only transfer from one club to another club on one occasion in any one Season, subject to the remaining provisions of Regulation 16 and unless otherwise approved in writing by the RFU Rugby Growth Department.
- 16.4.2 In the event of a Player transferring from one club to another, a Player transfer form must be completed and signed by the captain or secretary of the current club and the new club prior to it being submitted to the RFU Rugby Growth Department.
- 16.4.3 A captain/secretary of the current club may refuse to sign the transfer form where:
- (a) the Player has a Contract with the current club which has not yet expired;
  - (b) the Player is being disciplined under RFU Rule 5.12;
  - (c) the Player owes money to the club under applicable RFU or World Rugby Regulations.

Any such objection must be submitted in writing to the RFU Rugby Growth

Department stating all the grounds upon which the objection is made within 7 days of being notified of the proposed transfer.

- 16.4.4 Once completed, all transfer forms must be submitted to the RFU Rugby Growth Department who will confirm the date from which the transferred Player will be permitted to play for the new club. If a Player has played one or more league or cup match for the previous club in the current Season, there is a 7 day waiting period from the date of receipt by the RFU Rugby Growth Department of the transfer form during which time the Player will not be permitted to play for the new club.
- 16.4.5 The transfer deadline for all clubs to register additional players is 12 noon on the 8<sup>th</sup> March 2019, unless otherwise approved in writing by the RFU Rugby Growth Department.
- 16.4.6 In relation to any Women's cup competitions, a club/team may not be represented in that competition by any Player who has played or been a replacement (i.e. included in the match squad) for another club in that cup competition in the current Season or such other higher cup competition.

## **16.5 Movement of Players between teams inside a club**

- 16.5.1 A player who has been selected as a player or replacement in 8 or more league matches in the first team or played in the final first team league match must not play for the second team of any league fixture unless:
- (a) she was only playing for the first team to replace an injured regular first team Player; or
  - (b) she has been dropped in favour of a better Player in agreement with the RFU Rugby Growth Department; or
  - (c) both teams are playing a league or cup match on the same day or weekend.
- 16.5.2 A player who has been selected as a player or replacement in 8 or more league matches in the first or second team or played in the final first or second team league match must not play for the 3rd team as with Regulation 16.5.1
- 16.5.3 A Player cannot represent the first and second team on the same day or the same weekend.

## **16.6 Borrowing and Loaning Players**

### **For the purposes of this Regulation 16:**

**“Borrowing”** shall mean the informal borrowing or loaning of a player on an ad-hoc basis for one match and for which no written agreement is required and applies as between clubs at Championship 2 and below, and in accordance with the borrowing process stipulated by the RFU. ‘Borrow’ and ‘Borrowed Player’ shall be construed accordingly;

**“Loaning”** shall mean the loaning of a player on a formal basis for which a written agreement is required between the clubs and any loaning of players must be done in accordance with the loaning process stipulated by the RFU. ‘Loan’ and ‘Loan Player’ shall be construed accordingly.

### **Women's Premier 15s Clubs**

- 16.6.1 Women's Premier 15s clubs can Loan players from any club at Championship 1 and below in accordance with the Women's Premier 15s competition regulations.
- 16.6.2 Women's Premier 15s clubs can Loan players to any club at Championship 1 (subject to Regulation 16.6.4) but cannot Loan player to any club at Championship 2 and below.
- 16.6.3 No Borrowing is permitted as between Women's Premier 15s clubs and any other club.

### **Championship 1 Clubs**

- 16.6.4 Championship 1 clubs can Loan Players from any Women's Premier 15s club and from Championship 2 or below. No side can play more than three Loan players in any match day squad.
- 16.6.5 Championship 1 clubs cannot Loan Players down to any other club at Championship 2 and below.
- 16.6.6 No Borrowing is permitted as between Championship 1 clubs and any other club.

### **Championship 2 Clubs, National Challenge Clubs and all Clubs below**

- 16.6.7 Championship 2 Clubs, National Challenge Clubs and all Clubs below cannot Loan Players from any club.
- 16.6.8 Championship 2 Clubs, National Challenge Clubs and all Clubs below can Loan Players to any Women's Premier 15s club and Championship 1 club.
- 16.6.9 Championship 2 Clubs, National Challenge Clubs and all Clubs below can Borrow Players from each other subject to the below conditions:
  - (a) a maximum of three Players can be Borrowed from any club that plays in a parallel league or below in any one match
  - (b) a Borrowed Player must be declared to the opposition prior to the start of the fixture;
  - (c) in no circumstances may Players from Women's Premier 15s, or Championship 1 clubs be Borrowed; and
  - (d) a Player can only be Borrowed in order to fulfil a fixture to complete a playing squad or to cover a specific position.

## **16.7 Match Management**

Specific procedures for match management will be circulated by the RFU Rugby Growth Department before the start of the Season.

### **Date of match**

- 16.7.1 All matches must be played on the Sunday designated unless such other date is specified by the Organising Committee or agreed by the teams and RFU Rugby

Growth Department.

### **Kick Off**

16.7.2 All matches shall kick off at the following times:

September, March and April 2.45pm

October and February 2.30pm

November, December and January 2.00pm

16.7.3 Kick-off time may be varied by mutual agreement between two teams and the home team must advise the referee of any changes. If the away team disagrees, RFU Regulation 16.7.2 shall apply.

16.7.4 Any delay to the kick-off of a match may be reported by the non-offending team to the RFU Rugby Growth Department together with confirmation by the referee of any delay. The Organising Committee will investigate and may then take appropriate action, when all the circumstances have been taken into consideration.

16.7.5 If a delay in kick-off occurs, wherever possible every effort must be made by the two teams concerned to play the match on the day of the fixture.

### **Score Reporting**

16.7.6 The home team is required to telephone their results in immediately after the match has finished, and by no later than 6pm on the day of the match. All results for all leagues (even abandoned matches) must be telephoned to the RFU women's result line on 01676 478 080 or text 07797 800102. The RFU reserves the right to introduce electronic match cards which will override the current system and will be implemented as notified to the clubs.

### **Match Day Forms**

16.7.7 Match day forms must be completed by both captains (or their delegates) and each team shall be responsible: (i) for correctly completing the match day form in accordance with these Regulations and any other relevant instructions; and (ii) passing the completed match day form to the Referee (or such person who is designated by him) no later than 15 minutes before kick-off.

16.7.8 The home team is responsible for ensuring that the match day forms are completed and returned to the RFU Rugby Growth Department within 5 days of the match day.

16.7.9 Each team must ensure that information provided on a match day form is accurate, true and legible. The provision of false or misleading information on players or replacements shall be a serious breach of this Regulation and may give rise to a severe penalty.

16.7.10 The RFU reserves the right to introduce electronic match cards which will override the current system and will be implemented as notified to the clubs.

### **Referee Appointments**

16.7.11 The home team is responsible for making every attempt to organise the local Referee Society to appoint a Referee, otherwise a qualified Referee must be used.

## **16.8 Non-fulfilment of Fixtures**

*NB: Lack of available players is not a valid reason for failing to fulfil a fixture.*

- 16.8.1 If a team fails to fulfil an away league fixture then the reverse fixture will, where possible, automatically become an away fixture for the defaulting team.
- 16.8.2 For the Championship 1 teams that fail to fulfil one or more of their fixtures will be automatically relegated at the end of the Season.
- 16.8.3 For Championship 2 and below, teams that fail to fulfil one of their fixtures will have their league status reviewed at the end of the Season. Teams that do not fulfil two or more of their fixtures will automatically be relegated at the end of the Season.
- 16.8.4 The above Regulations set out in this Regulation 16.8 are all subject to this Regulation 16.8.4 which permits matches to be cancelled and re-arranged due to pitch or Weather Conditions, subject to the approval of the RFU Rugby Growth Department.

## **16.9 Abandonment**

- 16.9.1 It is the responsibility of the home team to provide a suitable pitch for the match to be played on. If a team's pitch is prone to being waterlogged or frozen, every effort must be made to secure another pitch within a reasonable distance of the team's ground to try to ensure the fixture takes place on the designated day.
- 16.9.2 If a match is abandoned because of Weather Conditions when 60 minutes or more has been played (or 50 minutes or more of the match has been played in accordance with the World Rugby U19 Law Variations) then the score at the moment of abandonment shall stand and be deemed to be the final score in the match. The Referee's decision as to the necessity for abandonment and the number of minutes played and the time of abandonment shall be final.
- 16.9.3 If a match is abandoned because of Weather Conditions when less than 60 minutes has been played (or less than 50 minutes if the match has been played in accordance with the World Rugby U19 Law Variations), the match shall be replayed on a date to be agreed by both teams and the RFU Rugby Growth Department in accordance with 16.10.
- 16.9.4 If the Referee finds it necessary to abandon the match for any reason other than Weather Conditions, then irrespective of the number of minutes played the result of that match may be determined by the RFU Organising Committee or the match be ordered to be replayed.
- 16.9.5 If the match is abandoned as in 16.9.4 above both teams shall provide a completed match day form signed by the Referee and stating the exact time of the match abandonment, the number of minutes played, the score at the time of abandonment and the reason for abandonment.

## **16.10 Re-arrangement of Fixtures**

- 16.10.1 A fixture may only be rearranged in extreme circumstances in the absolute discretion of the Organising Committee. Both teams must be in agreement and must notify the RFU Rugby Growth Department for approval at least 5 days prior to the original fixture. If both teams are not in agreement the fixture is played on the set date and if it is not fulfilled, a walkover may be awarded if determined by the



Organising Committee. Any fixture that is postponed must be played on the next available reserve date as listed on the RFU Women's League Calendar. If a match is postponed for adverse weather, following the first postponement, the Home Club must take all possible steps to ensure the match is played on the second date. This must include the provision of a suitable alternative pitch and, for the avoidance of doubt, this will include the opponent's pitch if it is available. This will also apply to the return fixture even if that would mean both matches between the two clubs being played at the same venue.

- 16.10.2 In the event of a league match not being played the Organising Committee in its absolute discretion may award the competition points to either side, divide the competition points equally between the sides, decide that no competition points shall be awarded or if the Organising Committee is of the view that the team has unjustifiably failed to fulfil its obligations, deduct competition points from the team. In addition, the Organising Committee may order the match to be replayed on a specified date or order a match to be counted as a "double header" whereby the outcome of the match will count against both fixtures, this taking into account the promotion and relegation issue in the league concerned, (including the effect on other teams in the league not involved in the league match) the commitments of the teams concerned and giving priority to arguments of the team that was not at fault in the event of a dispute on any re-arranged match date.

## **16.11 Promotion and Relegation**

The principles of promotion and relegation as are set out below:

### **Championship 1 North and South**

- 16.11.1 Upon conclusion of the league programme:

- (a) The top four clubs from Championship 1 North and the top four clubs from Championship 1 South will combine in a pool of 8 teams in the 'Championship 1 Play-off' pool stage. The Championship 1 North teams will play the Championship 1 South teams once only (to include two home matches and two away matches). Upon conclusion of the Championship 1 Play-off pool stage, the top two clubs will play in the Championship Play-off final.
- (b) The bottom four clubs from Championship 1 North and the bottom four clubs from Championship 1 South will combine in a pool of 8 teams in the 'Championship 1 Plate' pool stage. The Championship 1 North teams will play the Championship 1 South teams once only (to include two home matches and two away matches). Upon conclusion of the Championship 1 Plate pool stage, the top two clubs will play in the Championship Plate final.
- (c) Competition points will be awarded in accordance with Regulation 16.12.1 below.
- (d) Final positions in the Championship 1 Play-off and Championship 1 Plate pools will be calculated in accordance with Regulation 16.12.5 below.

- 16.11.2 As between Women's Premier 15s and Championship 1, there will be no promotion or relegation until the end of the 2019-20 season.

- 16.11.3 At the end of the league programme, there will be a minimum of 1 side and a maximum of 2 sides relegated, subject to Regulations.

## **Championship 2 – North, Midlands, South East, South West**

- 16.11.4 Two teams across all leagues in Championship 2 will be promoted to Championship 1 at the end of the 2018/19 Season. The winning teams from the North, Midlands, South East and South West will participate in a play-off for promotion to Championship 1 North and 1 South respectively. The North will play the Midlands for a place in the Championship 1 North and the South East will play the South West for a place in Championship 1 South.
- 16.11.5 At the end of each Season, there will be a minimum of 1 side and a maximum of 2 sides relegated, subject to Regulations 16.8.2 and 16.8.3.

## **National Challenge 1 & below**

- 16.11.6 Four teams across all leagues in National Challenge 1 will be promoted to Championship 2 at the end of the 2018/19 Season. The winning teams from the 8 leagues will participate in a play-off for promotion to Championship 2 North, Midlands, South East and South West.
- 16.11.7 At the end of the Season, there will be a minimum of 1 side and a maximum of 2 sides relegated.

## **16.12 League Points**

### **Championship 1, Championship 2 and National Challenge 1**

- 16.12.1 In Championship 1, Championship 2 and National Challenge 1, league points are awarded as follows:
- (a) 4 points for a win
  - (b) 2 points for a draw
  - (c) 0 points for a loss
  - (d) 5 points for a walkover
- 16.12.2 A bonus point will be awarded to a team:
- (a) on each occasion it scores five or more tries in a league match
  - (b) on each occasion it loses a league match by 15 points or less

### **National Challenge 2 and below**

- 16.12.3 In National Challenge 2 and below, league points are awarded as follows:
- (a) 3 points for a win
  - (b) 2 points for a draw
  - (c) 1 point for playing and losing
  - (d) 0 points for not playing

- (e) 4 points for a walkover

16.12.4 A bonus of 1 point will be awarded to a team that plays 15 Players or more, unless a team has borrowed Players to make up 15 Players in which case a bonus point will not be awarded.

### **All Levels**

16.12.5 Final league positions will be calculated as follows:

- (a) The team scoring the highest number of league points (including bonus points) shall be placed first, and the other teams placed in descending order according to the points gained.
- (b) If two or more teams have equal points, they will be placed according to the match points difference.

*Note: For National Challenge 2 and below – to calculate the final league positions where two or more teams have equal league points and defaulted fixtures/walkovers are involved, the points scored for and against in any equivalent fixture for the other team(s) will not be used in the final calculations.*

- (c) If two or more teams have equal match points difference, they shall be placed according to the greatest number of match points scored (incorporating note above as applicable).
- (d) If two or more teams have equal match points they shall be placed according to the greatest number of tries scored.
- (e) If two or more teams have scored equal number of tries they shall be placed according to the greatest number of drop goals scored.
- (f) If two or more teams are still equal they shall be placed according to the greatest number of conversions scored.
- (g) If two or more teams are still equal they shall be placed according to the number of penalties scored.
- (h) If two or more teams are still equal they will share the league title and the winner of the league will be decided with a play-off game between the two teams.

### **16.13 Discipline**

16.13.1 All allegations of Foul Play and Misconduct shall be dealt with in accordance with RFU Regulation 19.

16.13.2 Subject to the variations set out below, all allegations of Foul Play or Misconduct shall be shall dealt with in accordance with RFU Regulation 19.

16.13.3 Any Player ordered-off the field of play, cited by an opposition team (in accordance with RFU Regulation 19, Appendix 4) or subject to an allegation of Misconduct shall

appear before an RFU Disciplinary Panel to answer the charge(s). Any appeal against a decision of an RFU Disciplinary Panel will be to an RFU Appeal Panel.

16.13.4 Any Player ordered-off the field of play will be provisionally suspended until her case has been dealt with by an RFU Disciplinary Panel and, if there is an appeal, until the matter has been determined by an RFU Appeal Panel.

16.13.5 The disciplinary administration fees applicable as set out in RFU Regulation 19, Appendix 3 will apply.

#### **16.14 Breaches of Regulations**

16.14.1 Any matters alleged to be in breach of these Regulations shall be dealt with in the first instance by the Organising Committee who shall have the power to deal with and discipline any team, Player or such other individuals for such breach including (without limitation) imposing sanctions such as loss of match or competition points, review of the result, altering league position, match replay, monetary fines or compensation award and/or disqualification. The Organising Committee and/or the RFU Head of Discipline shall also have the power to request that any breach of these Regulations is dealt with in accordance with the RFU Disciplinary Procedures as set out in RFU Regulation 19.

16.14.2 Any alleged breach or complaint should be referred, in writing, to the RFU Rugby Growth Department within 7 days of the alleged breach.

16.14.3 Any appeal of the Organising Committee's decision may be made by a party to the proceedings to the RFU Head of Discipline in accordance with the appeal disciplinary procedures set out in RFU Regulation 19.

#### **16.15 Fixed Sanction**

16.15.1 Without prejudice to any of the above Regulations, where it is determined by the Organising Committee that a team has not complied with the Regulations as set out below, the following fixed sanctions shall apply in respect of that breach and such sanctions will be final and binding with no right of appeal:

Failing to telephone result in by 6pm (Regulation 16.7.7)	£25
Failure to send in match day form within 5 days (Regulation 16.7.8)	£25

#### **16.16 Laws of the Game (including replacements and substitutes)**

All matches played under the jurisdiction of the RFU and/or in RFU Women's Competitions or any other competition or merit table must be played in accordance with the World Rugby Laws and any such law variations set out in Appendix 1 (and/or otherwise agreed by the RFU).

#### **16.17 Additional Competition Regulations**

There are specific competition regulations relating to the following Women's Competitions and these regulations are available upon request from the Rugby Growth Department:

- (a) Women's Premier 15s Competition

- (b) Intermediate Cup
- (c) Junior Cup
- (d) League Playoff
- (e) CB Representative Programme



# RFU REGULATIONS

## RFU REGULATION 16 – ADULT WOMEN COMPETITIONS (APPENDIX 1)

### Women's Variations to the World Rugby Laws of the Game

All matches played under the jurisdiction of the RFU and/or in RFU Women Competitions or any other competition or merit table must be played in accordance with the World Rugby Laws (including any variations or trials that may be adopted by the RFU) and any such other additional RFU law variations agreed by the RFU in respect of a specific league or competition. The RFU law variations pertaining to the adult women's competition at Championship and below are as set out in this Appendix 1:

#### 1. Squad Sizes

In Championship North & South, Championship 2 and National Challenge 1 and below, the maximum squad size is 22 players.

#### 2. Law Variations

##### Championship 1 North & South

Rolling substitutions are permitted in accordance with the regulations set out Regulation 13, Appendix 2.

##### Championship 2 and National Challenge 1

Rolling substitutions are permitted in accordance with the regulations set out Regulation 13, Appendix 2.

##### National Challenge 2 and below only

Rolling substitutions are permitted in accordance with the regulations set out in Regulation 13, Appendix 2.

All matches shall be played in accordance with the World Rugby Under 19 Law Variations and the following:

Team numbers: Matches can be played with reduced numbers of either 10 or 12 a side. 12 a side will comprise of 6 forwards and 6 backs (front row, second row, number 8). The lowest number of Players a team can play with is 10. In all matches, there must be the same number of players from each team on the field of play, subject to the Laws of the Game.

#### 3. Uncontested Scrums

##### Championship North & South, Championship 2 and National Challenge 1

In the event of a team being unable to field a suitably trained front row at the start of any match, the Referee will order uncontested scrums and the team responsible for causing the uncontested scrum shall be deemed to have lost the match, but will not have a default awarded against them if they turn up to play the fixture.

A team unable to field a suitably trained front row should still make every effort to fulfil their fixture with uncontested scrums in order to avoid being awarded a default.

National Challenge 2 and below

In the event of a team being unable to field a suitably trained front row at the start of any match or during the match, the Referee will order uncontested scrums and the result of the match shall stand.





# RFU REGULATIONS

## RFU REGULATION 17 - ANTI-CORRUPTION AND BETTING

### 17.1 Introduction and Scope

- 17.1.1 This Regulation 17 establishes a set of regulations and sanctions to apply across the Game at International level and Contracted Player level with which all persons involved in those levels are required to comply.
- 17.1.2 Definitions that are applicable to this Regulation 17 are either set out in RFU Regulation 17.2 below or will bear the same meaning as those defined in the World Rugby Regulations.
- 17.1.3 This Regulation 17 shall be interpreted and applied by reference to the fundamental sporting imperatives set out in World Rugby Regulation 6.1.3 in preference of any strict legal and/or technical interpretation which may be proposed.
- 17.1.4 This Regulation 17 is in addition to the provisions set out in World Rugby Regulation 6 (Anti-Corruption and Betting). All Connected Persons are automatically bound by and required to comply with all of the provisions of this Regulation 17, World Rugby Regulation 6 and such other RFU, World Rugby and other Unions' Rules and Regulations as may be applicable from time to time.
- 17.1.5 In addition to Regulation 17.1.4, by their involvement in the Game, Connected Persons shall:
- (a) Be deemed to have agreed that it is their responsibility to read and ensure that they understand all of the provisions of these regulations and to comply therewith.
  - (b) Be deemed to have agreed that they have a duty to inform all of their associates (which may include family and non-family members) as appropriate of the scope and application of these regulations to those associates.
  - (b) Be deemed to have agreed to submit to the authority of the RFU and the World Rugby to adopt, apply, monitor and enforce these regulations.
  - (e) For the purposes of applicable data protection laws, be deemed to have consented to the collection, processing, disclosure and use of information (including without limitation personal information) relating to themselves and their activities for the purposes of the operation, implementation, monitoring and enforcement of this Regulation 17 and World Rugby Regulation 6 (including to the sharing of information with third parties as set out in World Rugby Regulation 6), and shall confirm such agreement in writing upon demand.
  - (f) Consent in writing to continue to be bound by and are required to comply with this Regulation 17 and World Rugby Regulation 6 for a period of six months following the cessation of their duties in relation to the Game and shall confirm such agreement in writing upon demand.

- (g) Consent in writing to waive and forfeit any rights, defences and/or privileges afforded by any law in any jurisdiction to withhold information requested as part of any investigation under RFU Regulation 17 and/or World Rugby Regulation 6.

## **17.2 Definitions**

The definitions set out below apply to this Regulation 17. In the event of any inconsistency between these definitions and those set out in World Rugby Regulation 1, then these definitions shall prevail for the purposes of this Regulation 17.

**Anti-Corruption Breach** Any breach of RFU Regulation 17 and/or World Rugby Regulation 6. For the avoidance of doubt an Anti-Corruption Breach shall also constitute Misconduct.

**Anti-Corruption Officer** Such person (or his/her nominee) appointed from time to time by the RFU to be the RFU Anti-Corruption Officer.

**Attempt** An act(s) and/or omission(s) which is more than mere preparation and which constitutes a real and substantial step(s) (individually or cumulatively) towards the commission of an Anti-Corruption Breach (in circumstances where, save for the Attempt itself, the Anti-Corruption Breach was not committed and/or completed and notwithstanding whether the person(s) involved was aware that the act(s) and/or omission(s) may amount to an Anti-Corruption Breach). Where an Attempt is renounced by the perpetrator by way of making a report to the Anti-Corruption Officer prior to such Attempt being discovered by a third party this may be taken into account by the relevant judicial officer, disciplinary committee and/or appeal committee to reduce the sanction which may otherwise have been applicable. Renunciation and/or withdrawal shall not be relevant save where the foregoing conditions are met nor shall prevention and/or impossibility and/or ineptitude be relevant in relation to an Attempt.

**Benefit** Any direct and/or indirect monetary and/or non-monetary bribe(s), gain(s), benefit(s), gift(s) and/or advantage(s), including, without limitation, winnings and/or potential winnings as a result of a Bet(s). The foregoing shall not include official prize money and/or legitimate contractual payments connected to rugby-related services, sponsorship or endorsements and/or similar payments.

**Bet** Placing, accepting, laying and/or otherwise entering into any form of wager, bet and/or financial speculation in the expectation of a prize of monetary value, subject to a future occurrence related to an Event (or any aspect thereof). The foregoing shall include, without limitation, a wager, bet and/or financial speculation on a number of events or occurrences (for example, a multi-bet or accumulator bet). A Prohibited Bet shall be any conduct in contravention of Regulation 17.3.1.

**Connected Person** Any International Player, Contracted Player, International Match Official, Contracted Player Support Personnel, any coach, trainer, selector, health professional, analyst, team official, administrator, owner, shareholder, director, executive, staff member and/or any other person involved with and/or engaged in relation to the Game by a Union or its National Representative Team and shall include any Union/Association/World Rugby panel of Match Officials at International Match and/or Contracted Player level, Disciplinary Personnel, any Agent and/or representative of an International Player, Contracted Player or Contracted Player Support Personnel and/or family member and/or associate of any of the foregoing (to the extent that such family member/associate falls under the

jurisdiction of a Union, Rugby Body and/or the Board) and/or any other individual or entity involved in the organisation, administration and/or promotion of the Game at International Match and/or Contracted Player level and/or the training of persons participating in the Game at International Match and/or Contracted Player level.

**Connected Event** An Event which a Connected Person and/or the National Representative Team and/or Union/Association/World Rugby Match Official panel (as applicable) is involved with, connected to or engaged with. For the avoidance of doubt where the Event is, for example, an International Match forming part of an International Tournament and/or Series of International Matches, every other International Match in that International Tournament and/or Series of International Matches shall also be a Connected Event.

**Contracted Player Support Personnel** A Connected Person who is involved with and/or engaged by a Contracted Player, a Club, Rugby Body, team and/or Event which includes Contracted Players and shall include the teammates and opponents of Contracted Players, the Match Officials and Disciplinary Personnel appointed to an Event which includes Contracted Players, the support personnel of such Contracted Players and Match Officials and the directors, officers and personnel of Unions, Clubs and Rugby Bodies which engage Contracted Players (and including without limitation the owners of Clubs and Rugby Bodies, save where the owner is a Union).

**Disciplinary Personnel** A judicial officer, Citing Commissioner, disciplinary committee, appeal committee, judicial committee and/or post-hearing review body member, disciplinary officer, and/or anti-doping and/or other disciplinary personnel as may be appointed from time to time by the RFU or the World Rugby under their respective disciplinary regulations.

**Event** A Match, tournament, Series of Matches, league, and/or competition at any level of the Game including, for the avoidance of doubt, a Connected Event.

**Fix** Fixing, contriving in any way and/or otherwise influencing improperly the outcome of an Event and/or any aspect of an Event and/or being party to any effort to fix, contrive in any way and/or otherwise influence improperly the outcome or any aspect of an Event. The foregoing shall include, without limitation, improperly ensuring that a particular incident(s) takes place or does not take place during an Event(s) or at a particular time or juncture during an Event(s) and improperly manipulating the scoring or any other aspect of an Event(s).

**Inside Information** Any non-public information relating to any Event including any aspect thereof that a Connected Person possesses by virtue of his position within the Game. Such information includes, but is not limited to, relevant information regarding a Participant(s), conditions, tactic(s) and/or strategy(ies), selection, injury(ies), and/or any other information relating to the likely performance of a Participant(s) and/or outcome of an Event including any aspect thereof, and/or any other relevant information in relation to an Event which is known by a Connected Person(s) but which is not already published or a matter of public record, which is not readily acquired by an interested member of the public and/or disclosed according to the rules and regulations governing the Event.

**International Player** A Player who participates in an International Match(es).

**Match Official** A referee, assistant referee, touch judge, television match official, in-goal referee, fourth and fifth match official and any other person involved in the officiating of a Match. An International Match Official is a Match Official who officiates (or has officiated) in an International Match(es).

**Mobile Communications Device** Any device, electronic or otherwise, which may be used to communicate with another person remotely and without significant delay including, without limitation, telephones, computers, pagers, personal digital assistants, tablet computers, handheld transceivers and any similar device hereinafter invented.

**Multi-Sports Games** The Olympic Games (including the Youth Olympic Games), the Commonwealth Games (including the Youth Commonwealth Games), the Pan-Pacific Games, the Asian Games and all other similar events featuring the Game along with at least two other sports.

**Participant** A Player, Match Official, Union, National Representative Team and/or team involved in an Event(s).

**World Rugby Anti-Corruption Officer** Such person (or his/her nominee) appointed from time to time by the World Rugby to be the World Rugby Anti-Corruption Officer.

### **17.3 Anti-Corruption Breaches**

A Connected Person commits an Anti-Corruption Breach if he engages in and/or Attempts to engage in any of the conduct set out in Regulations 17.3.1 to 17.3.4 and/or commits any other breach of the requirements of these Anti-Corruption Regulations. Accordingly, it is not necessary that intent, fault, negligence and/or knowing commission of an Anti-Corruption Breach on the Connected Person's part be demonstrated in order to establish that an Anti-Corruption Breach has been committed.

#### **17.3.1 Prohibited Betting**

All Connected Persons

- (a) No Connected Person shall, directly or indirectly, Bet and/or Attempt to Bet on the outcome or any aspect of any Connected Event and/or receive and/or Attempt to receive part or all of the proceeds of any such Bet and/or any other Benefit in relation to a Bet, subject to 17.3.8 below.
- (b) No Connected Person shall and/or shall Attempt, directly or indirectly, to solicit, offer, induce, entice, instruct, persuade, encourage, agree with and/or facilitate any other party to Bet and/or Attempt to Bet on the outcome or any aspect of any Connected Event, subject to 17.3.8 below.

Contracted Player(s) and Contracted Player Support Personnel

- (c) No Contracted Player or Contracted Player Support Personnel shall, directly or indirectly, Bet and/or Attempt to Bet on the outcome and/or any aspect of any Event and/or receive and/or Attempt to receive part or all of the proceeds of any such Bet and/or any other Benefit in relation to a Bet, subject to 17.3.8 below.
- (d) No Contracted Player or Contracted Player Support Personnel shall and/or shall Attempt, directly or indirectly, to solicit, induce, entice, instruct, persuade, encourage, agree with and/or facilitate any other person to Bet and/or Attempt to Bet on the outcome or any aspect of any Event, subject to 17.3.8 below.

### Connected Persons involved in Multi-Sport Games

- (e) No Connected Person involved in Multi-Sport Games shall, directly or indirectly, Bet and/or Attempt to Bet on the outcome and/or any aspect of any Multi-Sport Games (including other sports) and/or receive and/or Attempt to receive part or all of the proceeds of any such Bet and/or any other Benefit in relation to a Bet, subject to 17.3.8 below.
- (f) No Connected Person involved in Multi-Sport Games shall and/or shall Attempt, directly or indirectly, to solicit, induce, entice, instruct, persuade, encourage, agree with and/or facilitate any other person to Bet and/or Attempt to Bet on the outcome or any aspect of that Multi-Sport Game, subject to 17.3.8 below.

### 17.3.2 Corruption Related to Fixing

No Connected Person shall:

- (a) Fix (as defined above) and/or Attempt to Fix.
- (b) Or shall Attempt, directly or indirectly, to solicit, offer, induce, entice, instruct, persuade, encourage, agree, give, pay for, receive and/or facilitate a Benefit to Fix and/or Benefit to Attempt to Fix.
- (c) For Benefit fail to perform to the best of his abilities (including in the future) in relation to an Event(s) including any aspect thereof.
- (d) Solicit, offer, induce, entice, instruct, persuade and/or encourage another Connected Person to fail to perform to the best of their abilities in relation to an Event(s).

### 17.3.3 Misuse of Inside Information

No Connected Person shall or shall Attempt directly or indirectly to:

- (a) Use Inside Information for the purposes of Betting whether by themselves or by or via another person and/or entity;
- (b) Disclose Inside Information to any person (with or without Benefit) before and/or during an Event where the Connected Person knows and/or may reasonably be expected to know that disclosure of the Inside Information could be used in relation to Betting.

*Note: This Regulation shall not prohibit a disclosure of Inside Information to the general public at large (for example without limitation, in a live media interview or in the news section of a Union's website) such that the information thereby ceases to be Inside Information nor shall it prohibit a disclosure of Inside Information to a close personal associate provided that the Connected Person is aware of and complies with Regulation 6.1.3(b) and where in the circumstances it is reasonable for the Connected Person to expect that the Inside Information can be disclosed in confidence and that it will not be used in relation to Betting. Subject to the foregoing, this Regulation shall prohibit a disclosure, for example, to journalists, members of the media, online social network contacts and/or other persons where the Connected Person knows and/or may reasonably be expected to know that disclosure of the*

*Inside Information could be used in relation to Betting.*

- (c) Give and/or receive Benefit for the provision of Inside Information (notwithstanding whether any Inside Information is actually provided).
- (d) Solicit, offer, induce, entice, instruct, persuade, encourage and/or facilitate the giving and/or receiving of Benefit for the provision of Inside Information (notwithstanding whether any Inside Information is actually provided).
- (e) Solicit, offer, induce, entice, instruct, persuade, encourage, pay for and/or facilitate the breach of any of the foregoing provisions of this Regulation 17.3.3.

#### **17.3.4 General Corruption Offences**

No Connected Person shall and/or shall Attempt directly or indirectly to:

- (a) Solicit, offer, induce, entice, instruct, persuade, encourage and/or facilitate the giving and/or receiving of Benefit in relation to an Event improperly and/or in circumstances which the Connected Person knows and/or may reasonably be expected to know could bring the Connected Person and/or the Game into disrepute and/or may pose a threat to the integrity of the Game.
- (b) Obstruct and/or delay any investigation by the Anti-Corruption Office and/or tamper with, obstruct, delay, and/or destroy any evidence, potential evidence, documentation and/or information which may be relevant to an Anti-Corruption Breach (actual or potential) and/or an investigation into corruption or potential corruption or pursuant to these Anti-Corruption Regulations.

#### **17.3.5 Responsibilities of Connected Persons**

- (a) Connected Persons shall report to the Anti-Corruption Officer at the first available opportunity full details of any approach, invitation, offer, solicitation, inducement, enticement, instruction, persuasion, encouragement, payment and/or facilitation to them and/or to any other Connected Person of which they have knowledge with respect to Prohibited Betting and/or Attempted Prohibited Betting, Fixing, Attempted Fixing, the provision of Inside Information for such purposes and/or any other conduct, information and/or credible suspicion in relation to any conduct which may breach any provision of and/or be relevant with respect to these Anti-Corruption Regulations and/or which may otherwise pose a threat to the integrity of the Game. For the avoidance of doubt, Connected Persons shall be required to report any new information or suspicion pursuant to the foregoing including in circumstances where the Connected Person has already made a report to the Anti-Corruption Officer and/or is aware that a report has been made by another person and/or is otherwise aware that the matter has come to the attention of the Anti-Corruption Officer.
- (b) In the event that a Connected Person fails to comply with Regulation 17.3.5(a) the Connected Person shall be liable to receive the same sanction, as if s/he had committed the Anti-Corruption Breach himself.
- (c) Upon request by the Anti-Corruption Officer and one of either the RFU Legal & Governance Director or RFU Head of Discipline, Connected Persons shall cooperate fully, accurately and promptly with and shall provide all necessary assistance to the Anti-Corruption Officer with respect to any matter pursuant to



this Regulation 17 (including answering the questions of and furnishing the Anti-Corruption Officer with, all relevant and/or requested documentation and information, including, without limitation, all telephone records, bank account, credit card and transaction details, betting account records, internet and email records, computers and hard drives and other electronic information storage devices and documents, including Mobile Communication Devices). Connected Persons shall ensure that any such documents are available and/or can be obtained.

- (d) Connected Persons shall attend any hearings (either in person or by telephonic means) as directed by the RFU save where they have not been given reasonable notice and/or where they have other compelling justification to not attend.
- (e) Connected Persons shall, make all efforts within their power to ensure that their family members/associates and shall themselves, keep all matters related to a report pursuant to Regulation 17.3.5(a) and/or to a request pursuant to Regulation 17.3.5(c) and/or any other proceedings pursuant to this Regulation 17 save as otherwise required in accordance with RFU Regulations, World Rugby Regulations and/or such applicable laws and/or regulations.
- (f) The World Rugby may issue a direction prohibiting and/or restricting the use of Mobile Communications Devices on the day of an International Match for certain Connected Persons involved with the conduct of the International Match (without prejudice to the ability of a Union or Tournament Organiser to issue such a direction in its own jurisdiction) and in such case all Connected Persons shall comply with the direction(s).
- (g) Connected Persons involved in a Multi-Sports Games shall not breach any rules and/or regulations with respect to betting and/or corruption of those Multi-Sports Games.
- (h) For the avoidance of doubt a failure to comply with any aspect of this Regulation 17.3.5 shall constitute an Anti-Corruption Breach.

17.3.6 The following shall not be relevant to the determination as to whether an Anti-Corruption Breach has been committed (although they may be relevant to the issue of the appropriate sanction to be imposed pursuant to Regulation 6.10):

- (a) Whether the Connected Person who is alleged to have committed an Anti-Corruption Breach was participating in the particular Event(s) in relation to which the conduct is alleged;
- (b) The nature and/or outcome of any Bet(s) in issue;
- (c) Whether or not any Benefit was actually given or received;
- (d) The outcome of the Event(s) and/or any aspect thereof in relation to which such Bet(s) was made;
- (e) An absence of or unusual evidence with respect to a Connected Person's lack of effort and/or poor or unusual performance in an Event and/or aspect thereof (however, any such evidence may be offered to support an allegation regarding a breach of these Anti-Corruption Regulations);
- (f) Whether or not a Connected Person's efforts or performance (if any) in relation



to the Event(s) in issue were (or could be expected to be) affected by the acts or omissions in question; and/or

- (g) Whether or not any of the results and/or aspects of the Event(s) in issue were (or could be expected to be) affected by the acts or omissions in question.
- (h) Whether or not the outcome of the Event and/or any aspect thereof on which the Bet was made or intended to be made;
- (i) Whether or not the manipulation included a violation of a technical rule and/or regulation of World Rugby, a Union and/or the Tournament Organiser; and
- (j) Whether or not the Event was attended by a representative of the Union, Association, Tournament Organiser, World Rugby or other competent authority.

17.3.7 It shall be a valid defence by a Connected Person to an allegation of an Anti-Corruption Breach that the Connected Person has: (i) promptly made a report in accordance with Regulation 17.3.5(a); and/or (ii) demonstrates that such conduct was the result of a significant threat to the life and/or safety of the Connected Person or another person.

17.3.8 A Club may be permitted to enter into arrangements (whether via a betting company or an insurance company) to limit its financial exposure and insure against the effect and payment of win bonuses and/or potential loss of revenue relating to Connected Events, subject in each case to receiving the prior written approval of the RFU Legal & Governance Director and the transaction being entered into prior to the commencement of the Match to which the transaction relates.

17.3.9 Any form of aid, abetment and/or attempt by a Connected Person that could culminate in an Anti-Corruption Breach shall be treated as if an Anti-Corruption Breach had been committed, whether or not such an act in fact resulted in an Anti-Corruption Breach and/or whether that Anti-Corruption Breach was committed deliberately or negligently.

## **17.4 Investigations**

17.4.1 The Anti-Corruption Officer may conduct investigations into the activities of any Connected Person that he/she reasonably suspects may have committed an Anti-Corruption Breach. Such investigations may be conducted in conjunction with, and/or information obtained in such investigations may be shared with, the World Rugby, Unions, Tournament Organisers and/or other relevant authorities (including criminal, administrative, professional and/or judicial authorities) and all Connected Persons and Unions must cooperate fully with such investigations and failure to cooperate with any such investigation may itself constitute Misconduct. The Anti-Corruption Officer shall have discretion, where he/she deems it appropriate, to stay their own investigation pending the outcome of investigations being conducted by a Union and/or other relevant authorities.

17.4.2 In connection with any investigation, if any two of the Anti-Corruption Officer, RFU Legal & Governance Director and RFU Head of Discipline reasonably suspect that a Connected Person (or a third party whose actions may be imputed to a Connected Person) has committed an Anti-Corruption Breach, they may make a written demand to the Connected Person (a 'Demand') to provide any such information that is reasonably related to the alleged Anti-Corruption Breach, including, without

limitation:

- (a) Copies or access to all records relating to the alleged breach (such as without limitation telephone records, bank account, credit card and transaction details, internet and email records, betting account records, computer hard drives and other electronic information storage devices and documents including Mobile Communication Devices); and/or
- (b) A written statement made by the Connected Person setting out in detail all of the facts and circumstances of which the Connected Person is aware with respect to the alleged Anti-Corruption Breach.

17.4.3 The Connected Person shall cooperate fully with any such Demand, including by furnishing such information within such reasonable period of time as may be determined by the RFU Head of Discipline, which ordinarily, should be no earlier than fourteen (14) days of the Connected Person's receipt of the Demand. Where appropriate, the Connected Person may seek a reasonable extension of time from the RFU Head of Discipline by providing the Anti-Corruption Officer with clear and justifiable reasons to support such an extension. Failure to comply with the provisions of such Demand shall constitute an Anti-Corruption Breach.

## **17.5 Disciplinary**

17.5.1 Any breach, allegation or suspicion of a breach, and such other disciplinary matter arising in relation to this Regulation 17 shall be referred to the Anti-Corruption Officer and the RFU Head of Discipline. If the RFU Head of Discipline decides that there is a case to answer and that a charge should be brought, the matter will be dealt with in accordance with RFU Regulation 19.

17.5.2 Where appropriate, the RFU Head of Discipline shall be entitled to refer any disciplinary matter arising in relation to this Regulation 17 and/or World Rugby Regulation 6 to the World Rugby or to another Union for the matter to be dealt with in accordance with the World Rugby's or such other Union's disciplinary regulations. Any such referral made pursuant to this Regulation 17.5.2 shall not preclude the RFU from undertaking its own disciplinary action as set out in Regulation 17.5.1 above.

## **17.6 Sanctions**

17.6.1 Where it is determined that an Anti-Corruption Breach has been committed, the range of sanctions applicable to an Anti-Corruption Breach are set out in Regulation 17.6 below. The sanctions set out below shall be applied in place of any recommended sanctions set out in RFU Regulations and the mitigating and aggravating factors set out in World Rugby Regulation 6 shall apply.

17.6.2 The range of sanctions applicable to an Anti-Corruption Breach is set out hereunder.

<b>BREACH</b>	<b>RANGE OF SANCTIONS PER OFFENCE</b>	<b>ADDITIONAL SANCTIONS</b>
Prohibited Betting (Reg. 6.3.1)	Minimum: reprimand and/or warning  Maximum: Life Suspension	<b>AND (in all cases)</b>  The Judicial Committee or Judicial Officer shall have the discretion to impose a fine on the Connected Person arising out of, or in connection with the Anti-Corruption Breach(es)
Corruption Related to Fixing (Reg. 6.3.2)	Minimum: reprimand and/or warning  Maximum: Life Suspension	
Misuse of Inside Information (Reg. 6.3.3)	Minimum: reprimand and/or warning  Maximum: Life Suspension	<b>AND (in all cases)</b>  Appropriate further options including without limitation the cancellation of sports results/events, demotion, points reduction, return of rewards, replay of fixtures (for example in cases of Match Official corruption) where risk of fraud has been established or identified, withdrawal of accreditation, exclusion from Match venues and/or official Player environs, as appropriate
General Corruption Offences (Reg. 6.3.4)	Minimum: reprimand and/or warning  Maximum: Life Suspension	



# RFU REGULATIONS

## **RFU REGULATION 18 – IP AND MEDIA RIGHTS**

### **18.1 Registered Marks**

No Club, Constituent Body, National Representative Body or Organising Committee or any member or group of members thereof either alone or jointly with others may use, or permit to be used, any of the RFU's registered marks (including the Rose) without the prior written approval of the RFU Board of Directors or its delegate. Requests for approval should be submitted to the RFU.

### **18.2 Copyright and Other Rights**

The copyright in the fixtures lists and draws together with the database and other rights of and in Competitions shall vest in the RFU and must not be reproduced either in whole or in part except with the written consent of the RFU. The RFU hereby grants consent to the Organising Committees, Constituent Bodies and/or Clubs to reproduce fixture lists.

### **18.3 Media Rights**

- 18.3.1 Media Rights together with their sole right of exploitation save insofar as has otherwise been expressly agreed belong to the RFU.
- 18.3.2 No Constituent Body or Club participating in any RFU Competition shall have or purport to have the right to exploit, license, sell, lease, franchise, grant or in any other way dispose of all or any part of the Media Rights save that of each participant in the Competition may use the RFU Competition's name or the RFU Competition's sponsor's name.
- 18.3.3 Each Constituent Body or Club participating in any RFU Competition will permit access to its ground without demanding any fee or payment to any person firm or company wishing to film, televise or broadcast any match in any RFU Competition provided such filming, broadcasting or televising is undertaken by a Company to whom the RFU sold such rights or has been previously agreed by the RFU which agreement will not be unreasonably withheld or delayed where it will not cause a breach of any contract but not further or otherwise.

### **18.4 Broadcasting Rights**

No Constituent Body or Club shall take any part (either as organiser or participant or in any other way) in any match that is in whole or in part broadcast by means of radio, television or any other audio-visual or electronic media where doing so shall be a breach of any broadcasting or other contract entered into by the RFU or any other person acting for or on behalf of itself or any group or association of Clubs, Constituent Bodies or Unions.

### **18.5 Inappropriate or Offensive Branding, Advertising or Messaging**

No Constituent Body, National Representative Body, National Constituent Body, club or such other entity shall display branding, advertising or messaging (including on, or

incorporated into, any item of clothing (including training and playing kit) that may be deemed to cause offense or to be otherwise inappropriate. Such inappropriate material may include but not be limited to distasteful, threatening, abusive, indecent, insulting, discriminatory, or political messaging.



# RFU REGULATIONS

## **RFU REGULATION 19 – DISCIPLINE**

### **19.1 General Provisions**

#### **Jurisdiction and Overriding Objective**

- 19.1.1 RFU Regulation 19 applies to all disciplinary matters arising under the RFU Rules and RFU Regulations.
- 19.1.2 Separate regulations may be issued for the Premiership or any other league and/or match/competition/tournament where there is any variation of the following disciplinary procedures.
- 19.1.3 Disciplinary matters arising in Age Grade Rugby shall be dealt with in accordance with the procedures set out in Appendix 6.
- 19.1.4 All Clubs (including their players, officials, members and employees) are required to cooperate with an RFU (or Constituent Body) disciplinary investigation or disciplinary proceedings. All Clubs are further required to appoint an internal disciplinary panel responsible for investigating and, subject to Regulations 19.5.2 to 19.5.4, taking appropriate action in relation to disciplinary matters and the conduct of its players, officials, members and employees, and for generally maintaining discipline within that Club. Nothing in RFU Regulation 19 prevents the RFU from bringing disciplinary proceedings against Clubs for the actions of its players, officials, members, employees and/or its spectators including in relation to alleged Misconduct or breaches of Rule 5.12.
- 19.1.5 The overriding objective of RFU Regulation 19 is to maintain and promote fair play, protect the health and welfare of Players (and others involved in the Game), ensure that acts of Foul Play and Misconduct (on and off the field of play) are dealt with expeditiously and fairly by independent means within the Game and that the image and reputation of the Game is not adversely affected. Furthermore, to achieve consistency in the way in which discipline is administered and uniformity in the manner in which the assessment of seriousness of Foul Play is conducted and sanctions imposed.
- 19.1.6 Disciplinary hearings shall be conducted in a fair and just manner and in accordance with the fundamental principles of natural justice, whilst recognising that neither a Disciplinary Panel nor an Appeal Panel is a court of law and as such panellists or those appearing before panels may not be legally qualified. Therefore, in the interests of achieving a just and fair result, procedural and technical considerations shall take second place to the overriding objective of being just and fair to the parties thus being consistent with a duty to the Game.
- 19.1.7 Proceedings, findings or decisions of a Disciplinary Panel or Appeal Panel shall not be invalidated by reason of any defect, irregularity, omission or technicality unless such defect, irregularity, omission or technicality raises a material doubt as to the reliability of the proceedings, findings or decisions.
- 19.1.8 In the event that a particular incident takes place for which there is no provision in



RFU Regulation 19 including (but not limited to) procedure, jurisdiction or sanction then the Disciplinary Panel or Appeal Panel may take such action that it considers appropriate in the circumstances in accordance with general principles of natural justice and fairness.

## **RFU Discipline**

19.1.9 In accordance with these Regulations and Rule 5.12, the RFU shall have the power to investigate, conduct disciplinary hearings and impose sanctions upon any:

- (a) Member;
- (b) Rugby Body;
- (c) non-voting member of the Union;
- (d) player, official, member or employee of a Member or a Rugby Body; or
- (e) other person or body that submits to Union's jurisdiction to discipline them (for the avoidance of doubt this includes clubs and players from another Union playing in England in relation to both on and off field matters, where there is an agreement which specifies that disciplinary matters shall be dealt with by the RFU);

for any infringement of the RFU Rules, the RFU Regulations, the Laws of the Game or the World Rugby Regulations and/or for any conduct which is prejudicial to the interests of the Union or the Game or which amounts to cheating, irrespective of where the conduct is alleged to have occurred.

## **Constituent Body Discipline**

19.1.10 Subject to Regulations 19.1.13 – 19.1.15 a Constituent Body shall act in relation to Clubs in its membership and individuals who are members of those Clubs in relation to:

- (a) any infringement of any Law(s) of the Game;
- (b) any conduct which is, in the opinion of the Constituent Body, prejudicial to the interests of the Union or the Game or which amounts to cheating, contrary to Rule 5.12; or
- (c) any infringement of any of the RFU Regulations and/or World Rugby Regulations relating to the Game.

19.1.11 A Constituent Body may exercise its powers as delegated when all individuals and Clubs involved in a specific incident during or after a match are under its jurisdiction. In cases involving members from more than one Constituent Body the power shall be delegated to a joint committee of the Constituent Bodies of the individual Clubs involved to deal with or as otherwise directed by the RFU Head of Discipline.

19.1.12 No Constituent Body has the power or right to further delegate any of these powers.

19.1.13 A Constituent Body may, where necessary and appropriate, and with the consent of the RFU Head of Discipline surrender back to the RFU its delegated powers generally or in specific cases.

19.1.14 The RFU excludes from the delegation to Constituent Bodies the jurisdiction and authority to act in respect of the following, unless otherwise directed by the RFU Head of Discipline:

- (a) Players who are registered with or who are under a contract with Clubs playing in the Premiership, Championship National Leagues 1 and 2N and 2S or Women's Premier 15s (1st and 2nd XVs);
- (b) Players who, although not registered or under contract, represent a Premiership Club in the Premiership 'A' League, the BUCS Super Rugby Competition or in the Women's EPS or Sevens squads.
- (c) Players dismissed from the field of play or cited during County Championship matches;
- (d) breaches of World Rugby Regulations 6, 10 and 21 (Anti-Corruption and Betting, Medical and Anti-Doping) and breaches of RFU Regulations 17 and 20 (Anti-Corruption and Betting and Anti-Doping);
- (e) breaches of RFU Regulation 21 (Safeguarding);
- (f) all cases involving serious injury;
- (g) all cases under investigation by the Police;
- (h) all cases involving racially aggravated verbal or physical abuse;
- (i) complaints regarding a Referee Society admitted to membership of the Rugby Football Referees Union (or an individual member of such a Society).

19.1.15 The RFU Head of Discipline has the power to direct that the RFU, a Constituent Body, Club or Referee Society shall deal with any matter.

### **The Rugby Judiciary**

19.1.16 An RFU Head of Judiciary shall be appointed to provide an independent process of adjudication in rugby disciplinary matters. The RFU Head of Judiciary shall determine the criteria for appointment and the terms and conditions of the independent members of the Rugby Judiciary.

19.1.17 The RFU Head of Judiciary is authorised to issue practice notes and sanctions guidance.

### **Miscellaneous Provisions**

19.1.18 Where in these Regulations any notice or correspondence is required to be sent to the RFU then it shall be sent to the RFU Head of Discipline, Rugby House, Twickenham Stadium, 200 Whitton Road, Twickenham, TW2 7BA.

19.1.19 Where a disciplinary hearing or an appeal is being dealt with by a single Judicial Officer, that person shall carry out the role of Chairman of the Disciplinary Panel or Appeal Panel.

19.1.20 A Constituent Body Disciplinary Panel, a Disciplinary Panel and an Appeal Panel has

the power to deal with any matter on the papers and shall, if required, direct that a video link or a telephone conference shall be utilised.

- 19.1.21 Where the RFU receives a complaint or information regarding the conduct of a Club's players, officials, members or employees and the RFU Head of Discipline determines that the individuals in question would benefit from training in relation to the RFU's core values and expected standards of behaviour, then he/she may, irrespective of whether disciplinary action is taken by the RFU or CB or not, direct that to occur.

## **19.2 Composition of Disciplinary Panels and Appeal Panels**

### **Constituent Body Disciplinary Panel**

- 19.2.1 A Constituent Body Disciplinary Panel shall be chaired by a person who has been accredited to sit by the RFU.
- 19.2.2 A Constituent Body Disciplinary Panel shall consist of no more than three members, and exceptionally the hearing may proceed with a panel of two if directed by the Chairman. A Constituent Body Disciplinary Secretary shall also be appointed, who is not a member of the Disciplinary Panel and shall not take part in the deliberations of the panel.
- 19.2.3 No person with an interest in the proceedings shall be permitted to sit on a Constituent Body Disciplinary Panel.

### **RFU Disciplinary Panel**

- 19.2.4 The RFU Head of Judiciary shall appoint a Disciplinary Panel. No person with an interest in the proceedings shall be permitted to sit on a Disciplinary Panel.
- 19.2.5 A Disciplinary Panel, unless comprised of a single Judicial Officer, shall where practicable consist of three persons, including a legally qualified Chairman, but may proceed with a panel of two if directed by the Chairman.

### **Appeal Panel**

- 19.2.6 The RFU Head of Judiciary shall appoint an Appeal Panel to hear any appeal, which shall be made up as either:
- (a) a single Judicial Officer; or
  - (b) a panel chaired by a legally qualified person and two others
- 19.2.7 No person with an interest in the proceedings shall be permitted to sit on an Appeal Panel.
- 19.2.8 If the RFU Head of Judiciary has sat on the Disciplinary Panel at first instance then the appointment of an Appeal Panel to deal with the appeal shall be undertaken by the RFU Disciplinary Hearings Manager.

## **19.3 Bad Disciplinary Record and Recognition of Sanctions**

### **Bad disciplinary record**

- 19.3.1 Where Players or members of a Club appear before a Disciplinary Panel on five or

more separate occasions in any one season, that Club may be charged by the RFU Head of Discipline or Constituent Body Disciplinary Secretary and summoned to attend before a Disciplinary Panel on the basis that it has a bad disciplinary record. When dealing with a Club under this provision, the Disciplinary Panel has the power to impose sanctions as set out in Appendix 2.

## **Recognition of Sanctions**

- 19.3.2 The RFU may recognise the sanctions, suspensions (including an interim suspension), bars or equivalent of any other sporting body. Any person suspended or banned by any other sporting body may be suspended or banned concurrently by the RFU Head of Discipline from playing or from any other involvement in the Game. Any person aggrieved by a decision of the RFU Head of Discipline may appeal to a Disciplinary Panel within 14 days beginning with the date on which the written decision was sent.

## **19.4 Interim Suspension Orders and Criminal Convictions/Cautions**

### **Interim Suspension Orders**

- 19.4.1 The RFU Head of Discipline shall have the power to issue an interim suspension order (ISO) against any person against whom an allegation of breach of the World Rugby Regulations, RFU Rules (including Rule 5.12), RFU Regulations or Misconduct has been made and is being investigated or, without prejudice to the power under RFU Regulation 19.4.4, against someone who is under police investigation or has been charged with or cautioned or convicted of a criminal offence. The ISO shall be in writing and signed by the RFU Head of Discipline. The ISO shall be issued without a hearing and may order that the person shall not participate in any specified activity, attend any specified location or communicate with any specified person(s) within the Game.
- 19.4.2 Following the imposition of the ISO, the person suspended shall have the right of appeal within 14 days beginning with the date on which the written decision was sent, to an Appeal Panel to be convened as soon as is reasonably practicable. The procedure for the hearing shall be determined by the Chairman of the Appeal Panel. The suspended person may appeal on the grounds that the decision by the RFU Head of Discipline to impose an ISO was irrational, illegal or procedurally improper in all of the circumstances.
- 19.4.3 The ISO shall automatically cease:
- (a) When the matter has been dealt with at a disciplinary hearing;
  - (b) When the allegation is withdrawn and no further disciplinary action is taken; or
  - (c) After 120 days from its issue, unless the RFU Head of Discipline determines that it is in the interests of the Union or the Game that it should be extended for a further period or periods of not more than 120 days.

### **Criminal Convictions/Cautions**

- 19.4.4 Where an individual has been cautioned or convicted of a criminal offence which directly or indirectly relates to the playing, administration or image of the Game, the RFU Head of Judiciary shall have the power to sanction the individual and have the discretion to determine whether or not to hold a hearing. A person so sanctioned

shall have the right of appeal within 14 days, beginning with the date on which the written decision was sent, to an Appeal Panel which shall be convened as soon as reasonably practicable. The procedure for the hearing shall be determined by the Chairman of the Appeal Panel.

## **19.5 Referees, Provisional Suspension, Standard of Proof and Rules of Evidence etc.**

### **Referees**

- 19.5.1 The integrity of the Laws of the Game and the Referee's position as sole judge of fact and law during a match is unassailable. With the sole exception of Regulation 19.11.1 and 19.11.4 the Referee's decisions on the field of play and their sporting consequences shall not be altered or overturned by a ruling of a Disciplinary Panel. The purpose of a subsequent review of an incident that occurred during a match by a Disciplinary Panel is to determine whether there should be any disciplinary sanctions applied for an act of Foul Play as provided for in World Rugby Law 9.

### **Provisional Suspension**

- 19.5.2 A Player ordered off or cited by a Citing Commissioner may not take part or be selected for any match until his case has been dealt with by an RFU or Constituent Body Disciplinary Panel.
- 19.5.3 Without in any way limiting the effect of Regulation 19.11.16, a Player that is subject to an ordering off or citing by a Citing Commissioner in a domestic or any other match is not entitled to play the Game (or any form thereof) or be involved in any on-field match day activities anywhere in the world until his/her case has been finally resolved. For the avoidance of doubt a player cited by an opposition team in matches at National 1 level and below and all Women's matches (save for Women's Premier 15s 1st XV) may play the Game pending the resolution of his/her case.
- 19.5.4 A suspended Player who elects to appeal may not take part or be selected for any further match until his case has been dealt with by an Appeal Panel and the Appeal Panel has directed that he/she may play again, unless his/her suspension has already expired.
- 19.5.5 Where the RFU Head of Discipline appeals, a Player may play pending the hearing of the appeal if the period of suspension has expired or if no suspension was imposed by the original Disciplinary Panel.

### **Standard of Proof**

- 19.5.6 The standard of proof in all disciplinary cases (including before Appeal Panels) is the balance of probabilities. For the avoidance of doubt there is no sliding scale.

### **Attendance at Hearings and Representation**

- 19.5.7 The RFU Head of Discipline or the Constituent Body Disciplinary Secretary may appoint a person to assist with the presentation of any case or appeal where he/she takes the view that it is in the interests of the Union or the Game for this to occur.
- 19.5.8 A person, Player, or Club whose conduct is the subject of inquiry is entitled to be represented or assisted by a person(s) of his/her choice (any costs incurred shall be borne by him/her/itself) and is entitled to be present throughout the proceedings

except during the deliberations of the Disciplinary Panel or Appeal Panel.

- 19.5.9 Subject to paragraph 19.5.7, in the case of a team citing the Club or Union responsible for making the complaint shall be required to present the case and may be represented or assisted by a person(s) of its choice and will be required to bear its own costs.

### **Rules of Evidence**

- 19.5.10 Disciplinary Panels shall not be obliged to follow strict rules of evidence. They may admit such evidence as they think fit and accord such evidence such weight as they think appropriate in all the circumstances. Where the subject matter of a complaint or matter before a Disciplinary Panel or Appeal Panel has been the subject of previous civil or criminal proceedings, the result of such proceedings and the facts and matters upon which such result is based shall be presumed to be correct and the facts presumed to be true unless it is shown by clear and convincing evidence that this is not the case.

### **Time Limits**

- 19.5.11 In general, a failure to observe the time limits specified in these Regulations shall not nullify any proceedings, but such failure may be a cause for a hearing to be adjourned.
- 19.5.12 However in the following cases compliance with the specified time limit is mandatory, and failure to comply will render any proceedings, application or appeal void:
- (a) subject to Appendix 4, a citing must be made within the time limit specified in these Regulations;
  - (b) an appeal must be made within the time limit specified in these Regulations.

### **Audio Recordings**

- 19.5.13 The Chairman of a Disciplinary Panel or Appeal Panel and the RFU Head of Discipline shall have the power to direct that a hearing shall be audio recorded.

## **19.6 Referral to the Disciplinary Panel**

### **Ordering Off**

- 19.6.1 Where the Referee has ordered off a Player he/she shall as soon as practicable, and in any event by 9am the following Monday morning (for matches played at Levels 1 to 4 and Women's Premier 15s 1st and 2nd XVs) or within 48 hours from the conclusion of the match (Level 5 and below and all other women's matches), provide a completed copy of the report to:
- (a) the Disciplinary Secretary of the Constituent Body to which the Player's Club is affiliated or allocated, or to the RFU Head of Discipline; and
  - (b) the Referee's Society or, if he is not a member of a Referee Society, to the Constituent Body in whose area the match was played.
- 19.6.2 Where a Player is ordered off following Foul Play drawn to the Referee's attention by an Assistant Referee, that official shall also comply with the obligations under

#### Regulation 19.6.1.

- 19.6.3 In all cases Club secretaries must report to their Constituent Bodies or the RFU Head of Discipline within 48 hours after the match all relevant details relating to any on or off field disciplinary matters and/or alleged breaches of any Regulations arising out of or in relation to the match.

### **Misconduct**

- 19.6.4 The RFU Head of Discipline shall have the power to investigate and institute disciplinary proceedings against any:

- (a) Member;
- (b) Rugby Body;
- (c) non-voting member of the RFU;
- (d) any Player, official, member or employee of a Member or a Rugby Body or person retained under a contract for services by a Member or a Rugby Body; or
- (e) any other person or body that submits to RFU's jurisdiction to discipline them;

for any alleged Misconduct and an RFU Disciplinary Panel may terminate or suspend membership of the Union or impose any other appropriate punishment for any such offence, as per Regulation 19.11.7.

### **Match Official Abuse**

- 19.6.5 A Match Official reporting abuse shall comply with the requirements set out in Regulations 19.6.1 – 19.6.3, save that where the Player has not been ordered off in relation to the alleged abuse a report shall be completed and submitted within 7 days.

- 19.6.6 The Match Official shall set out in the report full details of the alleged physical and/or verbal abuse, including, in the case of verbal abuse, his/her recollection of the actual abusive words spoken. The Match Official should also list on the form any witnesses to the abuse.

### **Rule 5.12 Cases, Citings and Warnings**

- 19.6.7 Subject to Regulation 19.6.9, the RFU Head of Discipline and a Constituent Body Disciplinary Secretary are each authorised to investigate and institute disciplinary proceedings where there is an alleged breach of Rule 5.12 and may require the person, Player or Club to whom the allegations relate to attend before a Disciplinary Panel to answer the allegation(s).

- 19.6.8 Investigations in relation to Council Members (whether arising from an allegation of Misconduct, breach of Rule 5.12 or of any policy approved by Council or otherwise applicable to Council Members) may only be commenced by the RFU Head of Discipline but before doing so he/she must have authority from two out of the RFU President, the RFU Chief Executive Officer and the Chairman of the RFU Board. On receipt of such an allegation the RFU Head of Discipline will seek that authority and, if provided, proceed.

- 19.6.9 If, after investigation, the RFU Head of Discipline considers there to be a prima facie



case against a Council Member he/she will seek further approval from two out of the RFU President, the RFU Chief Executive Officer and the Chairman of the RFU Board to proceed to institute proceedings.

19.6.10 The RFU Head of Discipline and a Constituent Body Disciplinary Secretary may each require a person, Player, Club or body to provide information or to make written representations before deciding whether that person, Player, Club or body has a case to answer.

19.6.11 The RFU Head of Discipline has the power to take over any citing made by a Club. The procedures set out in Appendix 4 to these Regulations shall be followed in respect of citings.

19.6.12 Where a dispute arises between two or more Clubs, the RFU Head of Discipline may direct that the Clubs attempt to settle their dispute before the RFU Head of Discipline considers instituting proceedings for breach of RFU Rules or Regulations.

19.6.13 The RFU Head of Discipline has the power to issue a formal written warning to any person, Player or Club for any alleged Misconduct or breach of World Rugby or RFU Rules or Regulations. Before doing so however the person, Player or Club should be given the opportunity of making representations to the allegation(s). Any warning given will be retained on the disciplinary record of the person, Player or Club for a period of five years (or such other time as may be specified in the warning) and may be relied upon in future disciplinary proceedings as follows:

- (a) to establish a course of conduct of the person, Player or Club concerned; and/or
- (b) for the purposes of consideration of sanction in the current disciplinary proceedings.

## **19.7 Notice of Hearing**

19.7.1 A Notice of Hearing shall be sent to the person, Player or Club charged or cited and, where appropriate, to the relevant Referees' society.

19.7.2 The Notice of Hearing shall include the following:

- (a) details of the specific charge or, where appropriate, a copy of the citing or complaint being investigated; and
- (b) in applicable cases, the Referee's ordering off or abuse report.

19.7.3 Where a Player has been ordered off, cited or reported for abuse of a Match Official, the Notice of Hearing shall be provided as soon as reasonably practicable.

## **19.8 Case Management**

### **Response to Notice of Hearing: World Rugby Law 9 Foul Play Offences**

19.8.1 The Player shall within such period as set out in the Notice of Hearing confirm in writing:

- (a) whether he/she admits the offence(s) specified in the Match Official's ordering off report or abuse report and wishes to plead guilty and, if so, whether he/she wishes the case dealt with on the papers in his/her absence (provided that the



Notice of Hearing has not indicated that he/she must attend a hearing); or

- (b) whether he/she disputes the allegations and, if so, whether he/she wishes the Match Official(s) to be available to give evidence to the disciplinary hearing. A failure by the person, Player or Club to give such notification may prevent the person, Player or Club from being permitted to challenge the evidence of the Match Official at the disciplinary hearing.

19.8.2 Except in cases where the Notice of Hearing has required his/her attendance, if a Player admits the offence and requests that the case be dealt with in his/her absence he may provide a written statement of mitigation including representations as to the appropriate entry point for the relevant sanction in Appendix 2 to these Regulations. In determining the appropriate sanction, the Disciplinary Panel shall take into account the fact that the Player pleaded guilty as an off-field mitigating factor.

### **Response to Notice of Hearing: Rule 5.12, Misconduct and Citing Cases**

19.8.3 A person, Player, Club or other body that has been cited or charged with Misconduct or a breach of Rule 5.12 shall within such period as set out in the Notice of Hearing confirm in writing:

- (a) whether he/she/it admits the offence specified in the Notice of Hearing and wishes to plead guilty; or
- (b) whether he/she/it disputes the allegations.

### **Directions**

19.8.4 A Disciplinary Panel or Appeal Panel may give any directions necessary for the proper conduct of proceedings including, but not limited to:

- (a) ordering a preliminary hearing;
- (b) requiring that parties make written submissions or submit skeleton arguments in advance of the hearing;
- (c) except in relation to Regulation 19.5.12, extending or abridging time limits;
- (d) requiring disclosure of relevant documents in possession of the parties;
- (e) setting time limits for the exchange of evidence;
- (f) granting an adjournment; and/or
- (g) establishing the date, time and place of the hearing.

19.8.5 A Disciplinary Panel or Appeal Panel may change any reference to any Law of the Game, World Rugby/RFU Regulations or particulars of offence contained in a report or charge sheet before or during a hearing provided it is satisfied, if necessary after hearing submissions, that to do so is not unduly prejudicial.

### **Attendance of Witnesses**

19.8.6 It shall be the duty of the RFU Disciplinary Hearings Manager or the Constituent Body Disciplinary Secretary (as appropriate):

- (a) to notify the Match Official(s) and/or any match assessor of the date, time and place of the hearing if his/her attendance is required;
- (b) in a case of a citing, Misconduct or Rule 5.12 complaint, to notify any person, Player, Club, Union or Affiliated Organisation making the complaint of the date, time and place of the hearing and provide a copy of the Notice of Hearing and any representations made by the person, Player or Club against whom the citing or complaint is made.

19.8.7 It shall be the duty of any person, Player, Club, Union or Affiliated Organisation involved in disciplinary proceedings to notify and secure the attendance of any witnesses he/she/it may wish to call.

## **19.9 Procedure at the Hearing**

### **Failure to Attend and Parallel Criminal/Civil Proceedings**

- 19.9.1 Where a person, Player or Club, to whom a Notice of Hearing has been sent, fails to attend a hearing the Disciplinary Panel or Appeal Panel has the discretion to adjourn the hearing or, where it is satisfied that there are no reasonable grounds for the failure to attend, proceed to hear the case against the person, Player or Club.
- 19.9.2 In the event that the Disciplinary Panel or Appeal Panel adjourns a hearing following a person, Player or Club failing to attend a hearing, it shall have the power to suspend the person, Player or Club from any specified activity within the Game until such time as he/she/it appears.
- 19.9.3 Where there is evidence to suggest that the person, Player or Club appearing before a Disciplinary Panel is, or is likely to be, subject to civil or criminal proceedings arising from the circumstances which are the subject of the case, the Disciplinary Panel shall decide whether it is in the interests of the Game to proceed. If it adjourns the matter until the conclusion of the civil or criminal proceedings, it may impose an interim suspension order on the person or Player against whom the allegations are made. Before so doing, the Disciplinary Panel shall give the person or Player the opportunity to make representations. There is no right of appeal from a decision of the panel to impose an interim suspension order in such circumstances.

### **Conduct of the Hearing**

- 19.9.4 The procedure for the hearing shall be determined by the Chairman of the Disciplinary Panel or Appeal Panel who shall have regard to, but shall be entitled to depart from, the guidance set out in Appendix 7.
- 19.9.5 All parties shall be given a proper opportunity to state their case and to challenge or respond to any evidence given.
- 19.9.6 Where disciplinary cases against more than one person, Player or Club arise out of the same incident and/or set of facts, the Chairman of the Disciplinary Panel or Appeal Panel has discretion to hear them together if considered appropriate to do so.

## **19.10 Evidence**

### **Match Officials**

- 19.10.1 The provisions of this Regulation shall apply equally to the evidence of an Assistant Referee who has been appointed by the RFU or by a Referee Society, as they do to the Referee.
- 19.10.2 Match Officials appointed by the RFU or a Referee Society are independent eye-witnesses of what has occurred and their evidence shall be treated as such.
- 19.10.3 If a person, Player or Club appearing before a Disciplinary Panel wishes to challenge any aspect of a Match Official's report, he/she must request the Match Official's attendance at the hearing or that he/she is available to give evidence via telephone conference or video link. Once the Match Official's attendance has been requested, the person or Player or Club may challenge the report irrespective of whether the Match Official is able to attend the hearing or give evidence via telephone conference or video link.

### **Other Eye-Witnesses**

- 19.10.4 Witnesses shall attend the hearing in person to give oral evidence. If this is not reasonably practicable, then witnesses can seek permission from the panel Chairman in order to give evidence via telephone conference or video link.
- 19.10.5 Written evidence from witnesses may be received. If the written evidence is unchallenged then it shall carry the same weight as oral testimony but if that written evidence is challenged, it may carry less weight than oral testimony.
- 19.10.6 Hearsay evidence may be admitted but should be treated with caution as its reliability cannot be tested by cross-examination.
- 19.10.7 Any person, Player or Club who is alleged to have provided false or misleading information to a Disciplinary Panel or Appeal Panel shall be liable to disciplinary action.

### **Match Footage**

- 19.10.8 Where a person, Player or Club is sent off, cited or is the subject of a Misconduct or Rule 5.12 complaint, and footage has been taken of the match in which the incident in question occurred, any Club which took or commissioned the match footage shall forward a copy of it as soon as possible to either the RFU Head of Discipline or the Constituent Body Disciplinary Secretary with jurisdiction of the case.
- 19.10.9 Where there is match footage of an incident, and the RFU Disciplinary Hearings Manager or CB Disciplinary Secretary has advised a person, Player or Club appearing before the Disciplinary Panel, Appeal Panel or Judicial Officer that it does not have the required equipment for the screening of the footage, it is the responsibility of that person, Player or Club to provide and install the required equipment.
- 19.10.10 Where match footage is in the possession or control of the Club of which the person, Player or Club appearing before the hearing is a member and, without reasonable excuse, the footage is not produced to the Disciplinary Panel or Appeal Panel the panel shall be entitled to infer that it is unfavourable to the person, Player or Club.

19.10.11 A Disciplinary Panel or Appeal Panel shall be entitled to consider footage from any source, including (but not limited to) footage commissioned or obtained by a Referee Society, Referee Group, Match Official or any other person.

19.10.12 Where the authenticity of match footage or other visual evidence is challenged, it is for whoever produces that footage or other visual evidence to satisfy the Disciplinary Panel or Appeal Panel that the footage of the incident being investigated has not been edited or altered in any way.

## **19.11 Finding, Sanction and Costs**

### **Finding and Sanction**

19.11.1 In the case of an ordering off, the function of the Disciplinary Panel is to consider the circumstances of the case and determine its factual findings and what further sanction, if any, should be imposed on the Player. The Player Ordered Off may seek to show that the Referee's decision was wrong (i.e. because of mistaken identity and/or where no act of Foul Play occurred) and the Disciplinary Panel may, subject to Regulation 19.5.1, review the Referee's decision and the circumstances surrounding it. In any such case, the Disciplinary Panel shall not make a finding contrary to the Referee's decision unless it is satisfied, on the balance of probabilities, that the Referee's decision was wrong. In such a case, the Disciplinary Panel shall direct that the red card be removed from the Player's record (see Regulation 19.11.4 with regards to the Disciplinary Panel determining that a Player should have a yellow card noted on his/her disciplinary record where the red card test has not been met).

19.11.2 Where an alleged offence is not admitted, the Disciplinary Panel or single Judicial Officer shall consider their decision in private and shall determine whether the alleged offence has been proven.

19.11.3 A decision of the Disciplinary Panel shall (save for when the case is heard by a single Judicial Officer) be determined by a majority. Each member of the panel shall have one vote. In the event of a deadlock the Chairman shall have the casting vote.

19.11.4 If the offence has not been proven, the Chairman shall so state and the finding shall, subject to Regulation 19.10.7 and an appeal brought under these Regulations, be a bar to further disciplinary proceedings arising from the issues then before the panel. If the Disciplinary Panel determines that there was Foul Play albeit that the act in question did not meet the red card test, then the Disciplinary Panel may, following a decision to rescind the red card or dismiss the citing, determine that an on-field yellow card be recorded on the Player's disciplinary record. This will be taken into consideration for totting-up purposes in the relevant season. There is no appeal against the decision of the Disciplinary Panel to record a Foul Play yellow card on the Player's disciplinary record.

19.11.5 Where the offence is admitted or proven, the Disciplinary Panel or single Judicial Officer shall proceed to hear submissions regarding sanction and:

- (a) the person, Player or Club facing the allegations may call evidence as to character and address the Disciplinary Panel in mitigation;
- (b) the party that brought the charge or made the citing may make representations as to any aggravating factors; and

- (c) the previous disciplinary record of the person, Player or Club should be ascertained.

No other person may address the Disciplinary Panel as of right, but the Disciplinary Panel may seek such further information as required from any party.

19.11.6 Where the alleged offence is admitted or proven the Disciplinary Panel shall have power to impose the sanctions set out in Appendix 2 to these Regulations.

19.11.7 “Appropriate punishment” referred to in Rule 5.12 and Regulation 19.6.5 shall include, but shall not be limited to:

- (a) for a person, a reprimand, a financial penalty or suspension from playing, coaching and/or administration.
- (b) for a Club, in addition to the sanction set out in RFU Regulation 19.11.7(a), financial or other compensation, deduction of league points or relegation, exclusion or disqualification from any competition. Where a competition does not fall within the jurisdiction of the RFU a Club may be required to withdraw from that competition.

19.11.8A Disciplinary Panel shall undertake an assessment of the seriousness of the Player’s conduct which constitutes the offending and shall categorise the offence as being at the lower end, mid-range or top end of the scale of seriousness in order to identify the appropriate entry point for consideration of a particular incident(s) of Foul Play, where such incident(s) is expressly covered in Appendix 2. Such assessment of the seriousness of the Player’s conduct shall be determined by reference to the following features:

- (a) whether the offending was intentional or deliberate;
- (b) whether the offending was reckless, that is the Player knew (or should have known) there was a risk of committing an act of Foul Play;
- (c) the gravity of the Player’s actions in relation to the offending;
- (d) the nature of actions, manner in which the offence was committed including part of body used (for example, fist, elbow, knee or boot);
- (e) the existence of provocation;
- (f) whether the Player acted in retaliation and the timing of such;
- (g) whether the Player acted in self-defence (that is whether he used a reasonable degree of force in defending himself);
- (h) the effect of the Player’s actions on the victim (for example, extent of injury, removal of victim Player from game);
- (i) the effect of the Player’s actions on the match;
- (j) the vulnerability of the victim Player including part of the victim’s body involved/affected, position of the victim Player, and the ability to defend himself;

- (k) the level of participation in the offending and the level of premeditation;
- (l) whether the conduct of the offending Player was completed or amounted to an attempt; and
- (m) any other features of the Player's conduct in relation to or connected with the offending.

Based on the assessment of the offence(s) under consideration against the above features of offending, the Disciplinary Panel shall categorise the act of Foul Play as being at the lower end, mid-range or top end of the scale of seriousness of offending and identify the applicable entry point as set out in Appendix 2.

19.11.9 For offences categorised at the top end of the scale of seriousness of offending, the Disciplinary Panel shall identify an entry point between the period shown as the top end for the particular offence and the maximum sanction in Appendix 2.

19.11.10 Having identified the applicable entry point for consideration of a particular incident, the Disciplinary Panel shall identify any relevant off-field aggravating factors and determine what additional period of suspension, if any, above the applicable entry point for the offence should apply to the case in question. Aggravating features include:

- (a) the Player's status as an offender of the laws of the game;
- (b) the need for a deterrent to combat a pattern of offending; and
- (c) any other off-field aggravating factor that the Disciplinary Panel considers relevant and appropriate.

19.11.11 Thereafter, a Disciplinary Panel shall identify all relevant off-field mitigating factors and determine if there are grounds for reducing the period of suspension and subject to Regulations 19.11.12 and 19.11.13 the extent, if at all, by which the period of suspension should be reduced. Mitigating factors include the following:

- (a) the presence and timing of an acknowledgment of culpability/guilt by the offending Player;
- (b) the Player's disciplinary record and/or good character;
- (c) the youth and inexperience of the Player;
- (d) the Player's conduct prior to and at the hearing;
- (e) the Player having demonstrated remorse for the Player's conduct to the victim Player including the timing of such remorse; and
- (f) any other off-field mitigating factor(s) that the Disciplinary Panel considers relevant and appropriate.

19.11.12 Subject to Regulations 19.11.13 and 19.11.14 for acts of Foul Play the Disciplinary Panel cannot apply a greater reduction than 50% of the relevant entry point. In assessing the reduction applicable for mitigating factors, the Disciplinary Panel shall start at 0% reduction and apply the amount, if any, to be allowed as mitigation up to the maximum 50% reduction.



19.11.13 In cases involving offending that has been classified pursuant to Regulation 19.11.8 as lower end offending, where:

- (a) there are off-field mitigating factors; and
- (b) where the Disciplinary Panel considers that the sanction would be wholly disproportionate to the level and type of offending involved;

the Disciplinary Panel may apply a greater reduction than 50% of the low-end entry point specified in Appendix 2, including in appropriate cases no sanction.

19.11.14 In cases of multiple offending, a Disciplinary Panel may impose sanctions to run either on a concurrent or a consecutive basis, provided that the total sanction is in all the circumstances proportionate to the level of the overall offending.

19.11.15 A Disciplinary Panel shall ordinarily in their written decisions set out the reasoning for their findings, including the finding on culpability, how they have categorised the seriousness of the offence by reference to the features set out in Regulation 19.11.8, how they identified and applied any aggravating and mitigating factors and conclude with the resultant sanction, if any, imposed.

19.11.16 Decisions on sanctions and suspensions imposed under these Regulations shall:

- (a) be applied universally by all Clubs and Constituent Bodies such that the suspended person may not play the game (or any form thereof) or be involved in any on-field match day activities anywhere during the period of suspension;
- (b) not allow the suspended person to avoid the full consequences of their actions by, for example, playing in matches prior to the commencement of their suspension, or playing in matches during a break in the suspension and/or serving their suspension during a period of inconsequential pre-season and/or so-called friendly matches;
- (c) apply and be served when the Player is scheduled to play and/or have a match day involvement;
- (d) be imposed until a stated date which should be fixed after taking into consideration all consequences of such suspension; and
- (e) be effective immediately (subject to 19.11.17(b)).

19.11.17 When imposing suspensions a Disciplinary Panel shall comply with the requirements set out in Regulation 19.11.16 above. In doing so a Disciplinary Panel:

- (a) must not suspend the effect of any sanction imposed;
- (b) may defer the commencement of a suspension provided that the Player/person is not scheduled to play (and will not be permitted to play) or have any match day involvement prior to the commencement of the suspension;
- (c) shall, in respect of meaningful off-season application of sanctions, set out the reasons why it considers those Matches to be meaningful;
- (d) may, at its discretion in assessing the consequences of a sanction apply the suspension to scheduled pre-season and/or so-called friendly matches, provided such scheduled pre-season and/or so-called friendly matches have, in

the opinion of the Disciplinary Panel concerned, a meaningful consequence for the Player/person. In making their assessment the Disciplinary Panel may, in their discretion, take account of such factors as they consider relevant including, for example, the proximity of the match to the commencement of the season, the identity and stature of the opponents, likely quality of teams to be selected, and the general match profile;

- (e) must, if a Player/person's suspension has not terminated by the end of the current playing season, continue the suspension until a stated date in the next playing season, unless the Player/person has been selected for a closed season tour, or has made plans to play during the close of season in another Union. In this event (and subject to the Disciplinary Panel receiving satisfactory verification of such tour or playing arrangements), the period of the tour or the fact that the Player/person intends to play in another Union shall be taken into account in determining when the suspension shall come to an end; and
- (f) may divide the suspension into two separate periods in order to exclude the whole or part of the closed season provided that the Player/person is not due to have any match day involvement in the closed season.

19.11.18 In respect of offences not referred to in the recommended sanctions in Appendix 2, appropriate sanctions may be imposed at the discretion of the relevant Disciplinary Panel.

19.11.19 Notwithstanding the sanctions in Appendix 2 and/or the provisions of RFU Regulation 19, in cases where the Player/person's actions constitute mid-range or top end offending for any offence which had the potential to result in, or did result in, serious/gross consequences to the health and safety of the victim, the Disciplinary Panel may impose any period of suspension including, in the most serious cases, a suspension for life.

19.11.20 In Misconduct and Rule 5.12 cases, a Disciplinary Panel may suspend the effect of any sanction to be imposed.

19.11.21 Where a Disciplinary Panel imposes a period of suspension it shall:

- (a) make it clear whether the period of suspension is from playing, administration, coaching, officiating, attending a Club or from any other specified activity in relation to the Game; and
- (b) specify the precise dates of the period of the suspension.

19.11.22 The Player/person or Club shall furnish the Disciplinary Panel with an accurate list of the Club's competitive matches relevant to a suspension at the disciplinary hearing in question. If the Player/person is not able to provide a list of the Club's competitive matches then the Chair of that Disciplinary Panel shall issue directions stipulating when such information should be filed.

19.11.23 Following receipt of the list of the Club's competitive matches and the Disciplinary Panel's determination in relation to the applicable matches that are judged to be meaningful to the Player/person, it shall be the responsibility of the Player/person, Club and/or the RFU to ensure that the terms and duration of the suspension are adhered to.



- 19.11.24 Should the list of the Club's competitive matches change following the Disciplinary Panel's determination then the Club and/or Player/person must notify the RFU Disciplinary Hearings Manager. In these circumstances, the Player/person and/or the Club and/or the RFU can request that the RFU Disciplinary Hearings Manager refers the matter back to a Disciplinary Panel to consider the dates of the period of the suspension. Any Disciplinary Panel will only consider the dates of the period of suspension to ensure that it is meaningful and will not review the duration or terms of the suspension.

## **Costs**

- 19.11.25 In the event that a charge is proven, the usual administration fees in Appendix 3 will be payable by the person, Player or Club that is the subject of the proceedings.
- 19.11.26 Subject to Regulation 19.11.26, no party shall be required by a Disciplinary Panel to pay or contribute towards the costs incurred by the other party in an ordering-off, citing or totting-up case.
- 19.11.27 No party shall be required by a Disciplinary Panel to pay or contribute towards the costs incurred by the other party in any matter brought under RFU Regulation 19 (including Misconduct, breach of RFU Rule 5.12 and breach of regulations cases) and costs will lie where they fall, save that the Disciplinary Panel shall have the power to award reasonable costs against a party where it is satisfied that the party has acted improperly, unreasonably or negligently in the preparation or presentation of their case.
- 19.11.28 Citing cases (below Levels 1 and 2 only and all women's matches (save for Women's Premier 15s 1st XV)
- (a) where the citing complaint is not proven, the Disciplinary Panel shall have the power to order the party making the complaint to forfeit the citing administration fee; and
  - (b) where the citing is upheld, the Disciplinary Panel shall have the power to order the party against whom the complaint has been proven to pay the relevant disciplinary administration fee as set out in Appendix 3. The administration fee paid by the citing Club shall be refunded unless the Disciplinary Panel takes the view that the sum should be forfeited, the reasons for which shall be explained in the written decision.
- 19.11.29 Where a person, Player or Club is ordered to pay costs, then, unless the Disciplinary Panel grants a longer period for payment, they shall be paid within 21 days of receipt of the invoice by the person, Player or Club against whom the demand for payment has been made.
- 19.11.30 If such costs are not paid by the required date, a Disciplinary Panel may impose further sanctions for breach of the order on a person, Player or Club (including, in relation to Players, suspending the Player from playing) until they are paid.

## **Notification of Decision**

- 19.11.31 A Disciplinary Panel, shall within 24 hours of the conclusion of the case (in ordering-off cases in Levels 1-4 and Women's Premier 15s 1st and 2nd XVs and citing cases in Levels 1-2 and Women's Premier 15s 1st XV only and BUCS Super Rugby Matches) and within 7 days of the conclusion of the case (in all other matters), deliver

written reasons to the person, Player or Club that was the subject of the charge and any party to the disciplinary proceedings. Where that party is a Player the decision and the reasons shall also be delivered to the Player's Club and if appropriate to the League Organising Committee and the Referee's Society. This period may be extended by the Disciplinary Panel in exceptional circumstances. The written reasons shall be sufficiently detailed to identify the material facts established by the Disciplinary Panel, how it resolved material conflicts, how it categorised the seriousness of the offence by reference to the standard features of offending and how it applied aggravating and mitigating factors. A failure to comply with these requirements will not however invalidate the decision and/or any sanction awarded.

19.11.32 In all cases dealt with by the RFU, the RFU Disciplinary Hearings Manager will inform all relevant parties of the decision which shall, subject to the discretion of the RFU Head of Discipline, be published on the England Rugby website in accordance with Regulation 19.17.3.

19.11.33 In all cases considered by a Constituent Body Disciplinary Panel, a short form written decision shall be produced and a copy provided to the person, Player or Club that is the subject of the proceedings at the conclusion of the hearing or, in any event, within 72 hours. In addition, the Constituent Body Disciplinary Secretary shall report the decision of the Disciplinary Panel to their Constituent Body. In addition, the decision shall be reported to the RFU Discipline department and uploaded to the RFU game management system. If the decision is appealed against the Chairman shall, within 7 days of the appeal being lodged, produce a full written decision in accordance with RFU Regulation 19.11.29.

19.11.34 Any sanction imposed by a Disciplinary Panel shall take effect immediately (or as directed by the Panel) irrespective of whether or not an appeal is subsequently lodged, save where the RFU Head of Judiciary determines otherwise in the interests of justice.

## **19.12 Appeals against a Decision of an RFU or Constituent Body Disciplinary Panel**

### **Appeals against a Decision of an RFU Disciplinary Panel**

19.12.1 A person, Player or Club that has been found guilty of an offence may commence an appeal against a decision of a Disciplinary Panel on the grounds that the panel:

- (a) came to a decision to which no reasonable body could have come; or
- (b) made an error of law in reaching its decision; or
- (c) failed to act fairly in a procedural sense.
- (d) the sanction imposed was so excessive as to be unreasonable

19.12.2 Where a person, Player or Club has been cleared of a charge the RFU Head of Discipline may commence an appeal against a decision of a Disciplinary Panel on the grounds that the Disciplinary Panel:

- (a) came to a decision to which no reasonable body could have come; or
- (b) made an error of law in reaching its decision: or

- (c) failed to act fairly in a procedural sense.

**19.12.3 In addition:**

- (a) a person, Player or Club which has been found guilty of an offence, (and the RFU Head of Discipline) may commence an appeal where, he/she/it can demonstrate to the requisite standard, that there is new evidence available for the appeal which was not reasonably available at the original hearing and that, had it been available, would have caused the Disciplinary Panel to reach a materially different decision;
- (b) the RFU Head of Discipline may appeal on the grounds that the sanction imposed was so unduly lenient as to be unreasonable.

**19.12.4** Ordinarily the parties to an appeal shall be entitled to make oral submissions to the Appeal Panel but an appeal shall be way of a review of documents (and any video footage) only.

**19.12.5** A de novo hearing (hearing a case afresh) against the decision of a Disciplinary Panel shall only be permitted by an Appeal Panel if it is demonstrated to the requisite standard by the appellant that the circumstances are exceptional and there are compelling reasons why the decision of the Disciplinary Panel should be set aside and the Appeal Panel should hear the case de novo.

**Appeals against a Decision of a Constituent Body Disciplinary Panel**

**19.12.6** A person, Player or Club that is the subject of the charge is dissatisfied with the decision of a Constituent Body Disciplinary Panel he/she/it shall have a right of appeal to an Appeal Panel on the grounds that the panel:

- (a) came to a decision to which no reasonable body could have come; or
- (b) made an error of law in reaching its decision; or
- (c) failed to act fairly in a procedural sense; or
- (d) imposed a sanction that was so unduly lenient or excessive as to be unreasonable.

**19.12.7** The RFU Head of Discipline has the right of appeal against a decision of a Constituent Body Disciplinary Panel to an Appeal Panel on the grounds set out in 19.12.6.

**19.12.8** A de novo hearing shall only be permitted if the Appeal Panel considers it to be in the interests of justice.

**Notice of Appeal (where appeal is lodged in accordance with Regulation 19.12.1 to 19.12.8 or 19.4.4)**

**19.12.9** The appellant shall serve a Notice of Appeal in writing upon the RFU Head of Discipline within 14 days beginning with the date on which the written decision was sent, save in a citing case in Levels 1-2 and Women's Premier 15s 1st XV only or an ordering off in Levels 1-4 or BUCS Super Rugby or Women's Premier 15s 1st and 2nd XV where an appeal must (unless the RFU Head of Judiciary in his/her discretion determines otherwise) be lodged within 24 hours from the time the written decision

was sent.

19.12.10 The Notice of Appeal shall:

- (a) state the date and decision against which the appeal is lodged;
- (b) state the grounds of appeal relied upon;
- (c) set out the statement of facts upon which the appeal is based, specifying whether the appeal is against finding and/or sanction and include any supporting documentation upon which the appellant seeks to rely;
- (d) state whether the appellant wishes to seek a de novo hearing and, if so, the grounds for that request; and
- (e) be accompanied by a cheque for the relevant sum as specified in Appendix 3;
- (f) not be valid unless (a)-(e) above have been complied with and may be struck out by the Chairman of an Appeal Panel.

19.12.11 An appeal, once validly lodged, may be withdrawn with the consent of the RFU Head of Judiciary. In exercising this power the RFU Head of Judiciary shall have the right to require that the appellant pay the costs of the appeal.

**Powers of an Appeal Panel (where appeal is lodged in accordance with Regulation 19.12.1 to 19.12.8 or 19.4.4)**

19.12.12 An Appeal Panel has the power to:

- (a) dismiss the appeal;
- (b) quash a finding and any sanction imposed;
- (c) remit the matter for a re-hearing;
- (d) substitute an alternative finding and/or sanction;
- (e) reduce or increase the original sanction; and/or
- (f) make such further orders as it considers appropriate.

19.12.13 The Match Official(s) may be invited to attend an appeal hearing where the Chairman of the Appeal Panel considers it desirable. A member of a Disciplinary Panel that heard a case at first instance may attend any subsequent appeal hearing as an observer. He/she may (with the leave of the Chairman) give evidence or information at the appeal hearing about the first instance hearing, such as where it becomes apparent that the appellant or any witness may have altered their account of what had occurred.

19.12.14 Where an appeal is against a decision which followed a Club citing, a Rule 5.12 or Misconduct case not arising from a Player being ordered off, the person, Player or Club who initiated the complaint shall be entitled to a copy of the documents to be referred to at the appeal and may (with the leave of the Chairman) attend the appeal and be present throughout the hearing.

### **19.13 Appeals under RFU Regulation 13 (Adult Competitions)**

19.13.1 A Club, or other party to a complaint or dispute, may appeal against a decision of the Divisional Organising Committee, Constituent Body, or NCA executive, within 14 days beginning with the date on which the written decision was sent (or such other period as may be specified in the decision). Such appeal must be put in writing to the RFU Head of Discipline. The notice of appeal shall:

- (i) set out in full details of the matter appealed against and, if the whole of the decision is not appealed against, specify that part of it which is appealed against;
  - (ii) set out in full which of the following ground(s) of appeal it is relying upon:
    - (a) came to a decision to which no reasonable body could have come; or
    - (b) made an error of law in reaching its decision; or
    - (c) failed to act fairly in a procedural sense; or
    - (d) the sanction imposed was so excessive/lenient as to be unreasonable
- and
- (iii) be accompanied by the administrative fee set out in Appendix 3, which is refundable in the event that the appeal is upheld unless the Appeal Panel determines otherwise.

19.13.2 The RFU Head of Discipline shall refer the appeal to an Appeal Panel for determination.

19.13.3 The Appeal Panel shall only depart from the application of RFU Regulation 13 in exceptional circumstances where the Appeal Panel is of the opinion that the application of RFU Regulation 13 has resulted or would result in a perverse and/or unfair outcome.

19.13.4 An Appeal Panel shall (in addition to the power to give any directions necessary for the proper conduct of the appeal as set out in Regulation 19.8.4) have the power to:

- (i) allow or dismiss the appeal;
- (ii) vary the decision appealed against in such manner as it shall think fit including the power to increase, decrease or remit any penalty imposed;
- (iii) remit the matter, with such directions as it thinks fit, for reconsideration;
- (iv) make such further orders as it considers appropriate.

19.13.5 Subject to RFU Regulation 19.15.3 the decision of the Appeal Panel shall be final and binding.

19.13.6 No sanction will be applied until any competition appeals procedure has ended.

### **19.14 Other Appeals**

**(a) Required to be determined in accordance with Regulation 19**

19.14.1 All other appeals that are required to be dealt with under Regulation 19 must (unless otherwise stated in the specific policy, scheme, regulation, agreement or other document) be commenced by the appellant within 14 days, beginning with the date on which the written decision was sent, in writing to the RFU Head of Discipline. The notice of appeal shall:

- (i) set out in full details of the decision or matter appealed against;
- (ii) set out in full the grounds of appeal and an appellant shall not be entitled to rely on any ground of appeal not set out in the notice of appeal; and
- (iii) be accompanied by the relevant fee.

19.14.2 The RFU Head of Discipline shall refer the appeal to an Appeal Panel for determination.

19.14.3 An Appeal Panel shall (in addition to power to give any directions necessary for the proper conduct of the appeal as set out in Regulation 19.8.4) (and unless otherwise stated in the specific policy, scheme, regulation, agreement or other document) have the power to:

- (i) allow or dismiss the appeal;
- (ii) vary the decision appealed against in such manner as it shall think fit including (except in the case of a fixed penalty) the power to increase, decrease or remit any penalty imposed;
- (iii) remit the matter, with such directions as it thinks fit, for reconsideration;
- (iv) make such further orders as it considers appropriate.

19.14.4 Subject to RFU Regulation 19.15.3 the decision of the Appeal Panel shall be final and binding.

19.14.5 No sanction will be applied until any appeals procedure has ended.

**(b) Appeals in relation to an Anti-Doping Rule Violation**

19.14.6 Decisions made under World Rugby Anti-Doping Regulations may be appealed as set out in RFU Regulation 20 and World Rugby Regulation 21.

**19.15 Appeal Panel Decision**

19.15.1 The decision of the Appeal Panel will ordinarily be communicated orally at the hearing or, where practicable, within 24 hours of the conclusion of the hearing.

19.15.2 The Chairman of the Appeal Panel shall as soon as practicable after the conclusion of the hearing deliver a written decision to the RFU Disciplinary Hearings Manager who will distribute it to the parties and may publish it on the England Rugby website in accordance with Regulation 19.17.3

19.15.3 The procedures in Regulation 19 relating to RFU Disciplinary Panel hearings and appeals before an Appeal Panel shall be governed by the Arbitration Act 1996 (“the

Act”) and amount to a binding arbitration agreement for the purposes of section 6 of that Act. Subject to the provisions of sections 67 to 71 of the Act, the decision of the Appeal Panel shall be final and binding on the parties and there shall be no right of appeal. The parties are deemed to have agreed that there shall be no right of appeal on a point of law under section 69 of the Act. The seat of arbitration shall be England and the governing law of the RFU Regulations and the proceedings under RFU Regulation 19 shall be English Law.

### **19.16 Costs in Appeals**

19.16.1 Whilst an Appeal Panel shall have discretion in this regard, an unsuccessful appellant shall normally be required to forfeit any administration fee paid (as set out in Appendix 3).

19.16.2 No party shall:

- (a) be required by an Appeal Panel to pay or contribute towards the costs incurred by the other party in relation to an appeal involving an ordering-off, citing or totting-up case.
- (b) be required by an Appeal Panel to pay or contribute towards the costs incurred by the other party in any other appeal to be determined under Regulation 19 and costs will lie where they fall, save that the Appeal Panel shall have the power to award reasonable costs against a party where it is satisfied that the party has acted improperly, unreasonably or negligently in the preparation or presentation of their case.

### **19.17 Confidentiality and Publication**

19.17.1 All disciplinary and appeal proceedings that take place under RFU Regulation 19 are confidential and shall take place in private.

19.17.2 Subject to RFU Regulation 19.17.3 and 19.17.4 all documents are confidential between the parties to the proceedings and the RFU. All evidence, representations and submissions shall be privileged. Any audio or other recording made under these Regulations shall be the property of the RFU.

19.17.3 Without prejudice in any event to any form of privilege available in respect of any such publication, whether pursuant to the Defamation Act 1996 or otherwise, the RFU shall be entitled to publish (including on its website or other media) as it shall think fit reports of its proceedings or any written decision of a Disciplinary Panel or Appeal Panel (in full or in a redacted form) and any supporting evidence, whether or not they reflect adversely on the character or conduct of any person, Player or Club or other body and any person, Player or Club or other body bound by the RFU Rules and Regulations shall be deemed to have provided their full and irrevocable consent to such publication.

19.17.4 The RFU may at any time during a disciplinary investigation or proceedings notify any person, Player or Club, UK Sport, UK Anti-Doping (UKAD), police force or any other relevant authority/body of any details relating to the matter as such authority may need to know for the proper exercise of its functions.

19.17.5 These provisions as to confidentiality shall not prevent the RFU from using material received for the purpose of implementing compliance with its Rules and Regulations.





# RFU REGULATIONS

## RFU REGULATION 19 – DISCIPLINE (APPENDIX 1)

### Yellow Cards

#### Two Yellow Cards in a Match

1. A Player that receives two yellow cards in a match (whether for Foul Play or technical offences) and is ordered off after the second yellow card (i.e. awarded a red card), will have their case heard by a Disciplinary Panel.
2. Where a Player has been ordered off as a result of receiving two yellow cards and one or both of those yellow cards was awarded for Foul Play, then the Player may challenge one or both of the Foul Play yellow cards. There is no right of appeal against the award of a yellow card for a technical offence. If the Disciplinary Panel allows an appeal against one or both of the Foul Play yellow cards the red card shall be expunged from the Player's record. Any yellow card that was not challenged and set aside by the Disciplinary Panel shall remain on the player's record.
3. If a Player has received two Citing Commissioner Warnings (CCWs) or a combination of CCW and a yellow card during a match he shall be treated for disciplinary purposes as if he had been ordered-off during the match.
4. The Disciplinary Panel is required to apply a sanction for the offence of persistent offending, not for the substantive offences relating to each yellow card. In this case the appropriate entry point for persistent offending within a single match is **a suspension of one week**. Sanctioning in these circumstances should be determined by reference to the methodology in RFU Regulation 19 and in particular to the application of mitigating and aggravating features.

Yellow Cards Received	Entry Point
2 technical yellow cards in a match or 1 technical and 1 Foul Play yellow card in a match	Sending off sufficient
2 Foul Play yellow cards in a match	1 week suspension from playing

#### Totting-up Three Foul Play Yellow Cards in a Season (Levels 1 to 4 and the Women's Premier 15s (1st and 2nd XVs))

5. A Player who receives three yellow cards for Foul Play during a season (at Levels 1 to 4 and in the Women's Premier 15s (1st and 2nd XVs)) (excluding cup competitions) will have his/her case heard by an RFU Disciplinary Panel.
6. A Citing Commissioner Warning is to be treated as an off-field yellow card for Foul Play for the purposes of totting-up. A Citing Commissioner Warning shall be issued by an RFU Citing Commissioner (at Levels 1 and 2 of the Game or in the Women's Premier 15s (1st XV) only) for an act of Foul Play that, in the Citing Commissioner's opinion, narrowly fails to meet the red card threshold and is required to be brought to the Player's attention.

7. No disciplinary action will be taken in relation to yellow cards awarded for technical offences. All yellow cards (technical and Foul Play) shall be reported to the RFU, but only those awarded for Foul Play will be recorded, attract an administrative fee as set out in Appendix 3 and be included for totting up purposes.
8. On receipt of the third Foul Play yellow card, the Player shall not be permitted to play in any match and shall be provisionally suspended from all on-field activities on match days anywhere in the world pending the outcome of the case.
9. An appeal against a Foul Play yellow card (or a Citing Commissioner Warning) may only be made where the appellant alleges that there was mistaken identity or that no act of Foul Play took place. The appeal must be lodged within 7 days of the date of the match with the RFU Head of Discipline and the appeal will be dealt with at the hearing that is subsequently arranged to deal with the totting up. Any appeal that is lodged after the 7 day period will not be valid and shall not be considered by the Disciplinary Panel.
10. On receipt of the appeal notice, the RFU Head of Discipline will contact the Match Official(s) involved in the award of the yellow card and request an appeal report ("the appeal report") noting that the Player has sought to appeal the decision. A copy of any match footage will also be shared with the Match Official(s) at the time the additional information is sought by the RFU. Match Officials will be able to give their report on the yellow card in light of their own match review. This process will ensure that the Match Official(s) provides as much detail as possible when matters are fresh in their minds knowing that the matter may be considered in the future.
11. The appeal report will be shared with the Club on receipt. The appeal report will remain on the file unless and until such time as an appeal hearing is required, save where the Match Official(s) agrees that the yellow card was wrongly awarded, and that is recorded in the appeal report. In such circumstances, and unless the RFU makes representations to the contrary, the appeal and the appeal report will be submitted to a Disciplinary Panel to deal with the appeal on the papers, and there need be no further delay before the record is amended.
12. If the player should receive a further yellow card for foul play at a time when there is an outstanding appeal, the RFU will include the appeal report from the Match Officials in the hearing bundle, together any additional submissions the player wishes to make on the yellow card.
13. The Disciplinary Panel is required to apply a sanction for the offence of persistent offending, not for the substantive offences relating to each yellow card. The appropriate entry point for sanction is **a suspension of one - three weeks**. Sanctioning in these circumstances should be determined by reference to the methodology in RFU Regulation 19 and in particular to the application of mitigating and aggravating features.
14. The Disciplinary Panel may decide to apply no sanction in the following circumstances:
  - a. where one or more of the yellow cards was applied as a result of mistaken identity; or
  - b. that **no** act of Foul Play took place.



# RFU REGULATIONS

## RFU REGULATION 19 - DISCIPLINE (APPENDIX 2)

### Sanction Entry Points

**Note: Any act of foul play which results in contact with the head shall result in at least a mid-range sanction**

#### 9.11 Players must not do anything that is reckless or dangerous to others

Low-end: 2 weeks	Mid-range: 6 weeks	Top-end: 10+ weeks	Max: 52 weeks
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#### 9.12 A player must not physically abuse anyone. Physical abuse includes, but is not limited to:

Biting	Low-end: 12 weeks	Mid-range: 18 weeks	Top-end: 24+ weeks	Max: 208 weeks
Intentional Contact with Eye(s) <sup>1</sup>	Low-end: 12 weeks	Mid-range: 18 weeks	Top-end: 24+ weeks	Max: 208 weeks
Reckless Contact with Eye(s) <sup>2</sup>	Low-end: 6 weeks	Mid-range: 12 weeks	Top-end: 18+ weeks	Max: 208 weeks
Contact with Eye Area <sup>3</sup>	Low-end: 4 weeks	Mid-range: 8 weeks	Top-end: 12+ weeks	Max: 52 weeks
Punching or striking with hand or arm (including stiff-arm tackle)	Low-end: 2 weeks	Mid-range: 6 weeks	Top-end: 10+ weeks	Max: 52 weeks
Striking with the elbow	Low-end: 2 weeks	Mid-range: 6 weeks	Top-end: 10+ weeks	Max: 52 weeks
Striking with shoulder	Low-end: 2 weeks	Mid-range: 6 weeks	Top-end: 10+ weeks	Max: 52 weeks
Striking with head	Low-end: 6 weeks	Mid-range: 10 weeks	Top-end: 16+ weeks	Max: 104 weeks
Striking with knee	Low-end: 4 weeks	Mid-range: 8 weeks	Top-end: 12+ weeks	Max: 52 weeks
Stamping or Trampling	Low-end: 2 weeks	Mid-range: 6 weeks	Top-end: 12+ weeks	Max: 52 weeks
Tripping	Low-end: 2 weeks	Mid-range: 4 weeks	Top-end: 8+ weeks	Max: 52 weeks
Kicking	Low-end: 4 weeks	Mid-range: 8 weeks	Top-end: 12+ weeks	Max: 52 weeks

<sup>1, 2 & 3</sup> The "eye" involves all tissues including the eye lids within and covering the orbital cavity and the "eye area" is anywhere in close proximity to the eye.

- 9.12 A player must not verbally abuse anyone. Verbal abuse includes, but is not limited to, abuse based on: religion, colour, national or ethnic origin, sexual orientation.**

Low-end: 6 weeks	Mid-range: 12 weeks	Top-end: 18+ weeks	Max: 52 weeks
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- 9.13 A player must not tackle an opponent early, late or dangerously. Dangerous tackling includes, but is not limited to, tackling or attempting to tackle an opponent above the line of the shoulders even if the tackle starts below the line of the shoulders.**

Low-end: 2 weeks	Mid-range: 6 weeks	Top-end: 10+ weeks	Max: 52 weeks
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- 9.14 A player must not tackle an opponent who is not in possession of the ball.**

Low-end: 2 weeks	Mid-range: 6 weeks	Top-end: 10+ weeks	Max: 52 weeks
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- 9.15 Except in a scrum, ruck or maul, a player who is not in possession of the ball must not hold, push, charge or obstruct an opponent not in possession of the ball.**

Low-end: 2 weeks	Mid-range: 4 weeks	Top-end: 6+ weeks	Max: 52 weeks
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- 9.16 A player must not charge or knock down an opponent carrying the ball without attempting to grasp that player.**

Low-end: 2 weeks	Mid-range: 6 weeks	Top-end: 10+ weeks	Max: 52 weeks
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- 9.17 A player must not tackle, charge, pull, push or grasp an opponent whose feet are off the ground.**

Low-end: 4 weeks	Mid-range: 8 weeks	Top-end: 12+ weeks	Max: 52 weeks
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- 9.18 A player must not lift an opponent off the ground and drop or drive that player so that their head and/or upper body make contact with the ground.**

Low-end: 6 weeks	Mid-range: 10 weeks	Top-end: 14+ weeks	Max: 52 weeks
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**9.19 Dangerous play in a scrum.**

- a. The front row of a scrum must not form at a distance from its opponents and rush against them.**
- b. A front-row player must not pull an opponent.**
- c. A front-row player must not intentionally lift an opponent off their feet or force the opponent upwards out of the scrum.**
- d. A front-row player must not intentionally collapse a scrum.**

Low-end: 2 weeks	Mid-range: 4 weeks	Top-end: 8+ weeks	Max: 52 weeks
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**9.20 Dangerous play in a ruck or maul.**

- a. A player must not charge into a ruck or maul. Charging includes any contact made without binding onto another player in the ruck or maul.**

Low-end: 2 weeks	Mid-range: 6 weeks	Top-end: 10+ weeks	Max: 52 weeks
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- b. A player must not make contact with an opponent above the line of the shoulders.**
- c. A player must not intentionally collapse a ruck or a maul.**

Low-end: 2 weeks	Mid-range: 4 weeks	Top-end: 8+ weeks	Max: 52 weeks
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**9.25 A player must not intentionally charge or obstruct an opponent who has just kicked the ball.**

Low-end: 2 weeks	Mid-range: 6 weeks	Top-end: 10+ weeks	Max: 52 weeks
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**9.27 A player must not do anything that is against the spirit of good sportsmanship including but not limited to:**

Hair pulling or grabbing	Low-end: 2 weeks	Mid-range: 4 weeks	Top-end: 6+ weeks	Max: 52 weeks
Spitting at anyone	Low-end: 4 weeks	Mid-range: 8 weeks	Top-end: 12+ weeks	Max: 52 weeks
Grabbing, twisting or squeezing the genitals (and/or breasts in the case of female players)	Low-end: 12 weeks	Mid-range: 18 weeks	Top-end: 24+ weeks	Max: 208 weeks
Other	Low-end: 4 weeks	Mid-range: 8 weeks	Top-end: 12+ weeks	Max: 52 weeks
2 Yellow cards in a match	Please refer to the sanction table in Appendix 1 to RFU Regulation 19			

**9.28 A player must not disrespect the authority of a Match Official**

Low-end: 2 weeks	Mid-range: 4 weeks	Top-end: 6+ weeks	Max: 52 weeks
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**9.28 A player must not verbally abuse a Match Official. Verbal abuse includes, but is not limited to, abuse based on: religion, colour, national or ethnic origin, sexual orientation.**

Low-end: 6 weeks	Mid-range: 12 weeks	Top-end: 18+ weeks	Max: 52 weeks
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**9.28 A player must not make physical contact with Match Officials.**

Low-end: 6 weeks	Mid-range: 12 weeks	Top-end: 18+ weeks	Max: 52 weeks
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**9.28 A player must not use threatening actions or words towards Match Officials.**

Low-end: 12 weeks	Mid-range: 24 weeks	Top-end: 48+ weeks	Max: 260 weeks
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**9.28 A player must not physically abuse Match Officials.**

Low-end: 24 weeks	Mid-range: 48 weeks	Top-end: 96+ weeks	Max: Life
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In respect of offences not referred to in Appendix 1 above, appropriate sanctions may be imposed at the discretion of the relevant Judicial Officer, Disciplinary Committee, Appeal Officer and/or Appeal Committee (as the case may be).



Notwithstanding the Sanctions in Appendix 1 and/or the provisions of Regulation 19 in cases where the player's actions constitute mid-range or top end offending for any type of offence which had the potential to result and, in fact, did result in serious/gross consequences to the health of the victim, the Judicial Officers and/or Disciplinary Committees may impose any period of suspension including a suspension for life.

### **Bad Disciplinary Record**

When dealing with a Club under the bad disciplinary record provisions a Disciplinary Panel may impose any appropriate sanction, including (but not limited to) a reprimand, a financial penalty or deduction of league points or relegation, exclusion or disqualification from any competition, or a combination of the above. Sanctions may also be suspended if considered appropriate.

### **Under Age Players who train/play in Adult Rugby**

This recommended sanctions table relates to an entry point for a first breach of RFU Regulation 15. The sanction may be increased to reflect aggravating features or reduced to reflect mitigating factors (see below). A second breach is likely to incur a significantly higher sanction.

<b>Classification of Breach</b>	<b>Description of Classification</b>	<b>Entry Point for Sanction</b>
Low level breach	A player under the age of 18 trains with adults without required permission. No injury	Suspension of coach/person responsible for training for 4 weeks; and Club reprimanded
Mid-level breach	A player under the age of 18 plays with adults without required permission. No injury A player under the age of 18 trains with adults without required permission. Injury occurs	Suspension of coach/person responsible for team selection for 3 months; and Team suspended from playing for 4 weeks; and Points deducted from club 1st XV equating to 2 wins (possibly suspended); and Club reprimanded
High level breach	A player under the age of 18 plays with adults without required permission.  Injury occurs or no injury but player plays in the front row	Suspension of coach/person responsible for team selection for 6 months; and Team suspended from playing for 3 months; and Points deducted from club 1st XV equating to 4 wins; and Club reprimanded



Aggravating features may include:

- Intentional breach of regulations
- Club failure to warn teams of regulation and consequences of breach
- Very young player
- Serious injury

Mitigating factors may include:

- Unintentional breach – Club did not know player was under 18 and it was reasonable to assume he was under 18
- Player nearly 18 years old
- Player capable of playing adult rugby and permission would have been granted had it been requested
- Injury not serious



# RFU REGULATIONS

## RFU REGULATION 19 – DISCIPLINE (APPENDIX 3)

### RFU Administration Fees

The following administrative fees will be payable in accordance with the relevant provisions of RFU Regulation 19.

	<b>Disciplinary Hearings</b>	<b>Appeals</b>	<b>Cittings</b>	<b>Competition Appeals</b>	<b>Foul Yellow Cards (and CCWs)</b>	<b>Papers only Cases</b>
Premiership	£500	£500	N/A	£500	£80	£250
WP15s 1st XV	£250	£250	N/A	£250	£60	£125
A League	£250	£250	£250	£250	£60	£125
Championship	£250	£250	N/A	£250	£60	£100
NCA	£200	£200	£200	£200	£50	£125
WP15s 2nd XV	£125	£125	£125	£125	N/A	£50
BUCS Super Rugby	£125	£125	£125	£125	N/A	£50
Level 5 and below, County matches and Women's' Championship and National Challenge Leagues	£125**	£125	£125	£125	N/A	£50

*(WP15s denotes Women's Premier 15s)*

\*\* For Level 5 and below Constituent Bodies may set their own disciplinary administration fees for hearings, save that they shall not exceed £125.

An appeal from a Registered Agent shall attract an administration fee of £500.

An appeal against a safeguarding bar shall attract an administration fee of £125.

An appeal against a sanction imposed by the Ticket Sanctioning Committee shall attract an administration fee of £125.

A GBE appeal shall attract an administration fee of £1,000.

**In all other cases the Disciplinary Panel or Appeal Panel has discretion in terms of the amount of any administration fees payable.**

## RFU REGULATION 19 – DISCIPLINE (APPENDIX 3)

Effective from 1 August 2018



# RFU REGULATIONS

## RFU REGULATION 19 – DISCIPLINE (APPENDIX 4)

### Adult Rugby Citing Procedures

The following citing procedures shall apply, save for where there are specific citing procedures put in place for a particular match/tournament/competition by the RFU.

#### **Levels 1 & 2 (Premiership/Championship 1st XV matches) and Women's Premier 15s (1st XV)**

The procedures set out below apply only to Clubs in the Premiership and Championship and Women's Premier 15s (1st XV) – where an RFU Citing Commissioner is appointed.

1. The RFU Head of Discipline shall ensure that match footage is made available to the Citing Commissioner.
2. A Club participating in a match may refer any incidents in the match to the Citing Commissioner that they want him/her to consider, within the timescales set out below:  

Premiership:	4 hours of conclusion of the match
Championship and Women's Premier 15s (1st XV):	8 hours of conclusion of the match
3. A Citing Commissioner alone shall have the power and responsibility to cite a Player whom the independent video and/or other evidence shows to have committed an act of Foul Play whether or not it has been detected by the Match Officials. Such citing, to be effective, must be made in writing to be received by the RFU Head of Discipline from the nominated Citing Commissioner within the timescales set out below:  

Premiership:	24 hours of the conclusion of the match
Championship and Women's Premier 15s (1st XV):	48 hours of the conclusion of the match
4. The timeframes in paragraphs 2 and 3 may be extended if the RFU Head of Discipline determines that exceptional circumstances exist.
5. Before bringing a citing complaint, the Citing Commissioner must be satisfied that in his/her opinion the act of Foul Play merited the award of a red card. That is, a Citing Commissioner shall be entitled to cite a Player for any act(s) of Foul Play which in the opinion of the Citing Commissioner warranted the Player being ordered off. The citing complaint shall contain the following information:
  - a) the date and place of the alleged Foul Play;
  - b) the name of the Player in respect of whom the complaint is made and the team he was playing for at the time of the alleged Foul Play;

- c) the name of the opposing team; and
  - d) full details of the alleged Foul Play including brief details of the evidence relied on.
6. If the Citing Commissioner determines that a Player committed an act of Foul Play which in his/her assessment narrowly fails to meet the red card test he/she may issue a written warning (known as a 'Citing Commissioner Warning').
  7. In these circumstances the RFU Head of Discipline shall communicate to the Player via his Club by way of a letter or email, indicating that the act of Foul Play was detected and that the Citing Commissioner has deemed that it merited a Citing Commissioner Warning. Such a written warning will be recorded on the Player's disciplinary record and may be taken into consideration in future disciplinary proceedings. It will remain on a Player's record for 5 years and will be treated the same as a Foul Play yellow card for the purposes of totting up during the relevant season and the relevant administrative fee, as set out in Appendix 3, will be payable by the Club.
  8. Upon receipt of a report from a Citing Commissioner the RFU Head of Discipline (or his/her nominee) shall forward to the cited Player (through his Club) the charge sheet, a copy of the citing complaint and a copy of the independent video of the match containing the incident which has been cited (where available) and any other relevant evidence in support of the citing. The offending Player's Club should be informed of the citing complaint within 24 hours of the decision by the Citing Commissioner to make a citing complaint. Thereafter, the RFU Discipline Hearings Manager shall make arrangements in accordance with the RFU Disciplinary Regulations for the hearing of the citing complaint.
  9. Any hearing arising from a citing by a nominated Citing Commissioner and any appeal from such a hearing shall be conducted in accordance with RFU Regulation 19.
  10. Citing Commissioners may cite a Player for an act of Foul Play where such act(s) may have been detected by the Referee or Assistant Referee (and/or TMO) and which may have been the subject of Referee action (A Citing Commissioner may not cite a Player for an act(s) of Foul Play in respect of which the Player has been ordered off save where the ordering off is as a result of two yellow cards. A Player in that situation may also be cited for the act(s) of Foul Play in either or both yellow card(s). A Citing Commissioner may cite a Player if he has been temporarily suspended from the field of play as a result of receiving a yellow card. Such citing may be made in respect of the incident(s) for which the player was temporarily suspended or otherwise.
  11. In the case where there has been a citing complaint, the function of the Disciplinary Panel is to determine whether an act of Foul Play was committed by the Player. The citing complaint shall not be upheld unless the Disciplinary Panel is satisfied on the balance of probabilities that the Player concerned committed the act(s) of Foul Play that is the subject of the citing and the act(s) merited the award of a red card. If the citing is upheld, the Disciplinary Panel shall determine the sanction to be imposed on the Player in accordance with RFU Regulation 19. If the Disciplinary Panel determines that an act of Foul Play was committed but that it did not meet the red card test then the Disciplinary Panel may, following a decision taken to dismiss a citing, determine that an on-field yellow card be recorded on the Player's disciplinary record. This will be taken into consideration for totting-up purposes in the relevant season. There is no appeal against the decision of the Disciplinary Panel to record a Foul Play yellow card on the Player's disciplinary record.

**Levels 3-12 of the Game and all Women's matches (save for Women's Premier 15s 1st XV)**

12. A citing complaint can only be made by Clubs participating in the relevant match.
13. A citing may be initiated where there is an allegation that a Player committed an act of Foul Play but was not awarded a red card for that act. The citing must be in writing, stating:
  - a) the date, venue and teams participating in the match;
  - b) details of the alleged act(s) of Foul Play, including as accurately as possible, the point of time in the match, score at the time and position on the field when and where the incident is alleged to have occurred;
  - c) the identity of (or means of identifying) the Player(s) alleged to have committed the act(s); and
  - d) sufficient evidence to establish a prima facie case.
14. The citing must be:
  - a) signed by the president, chairman, secretary or nominated person authorised to act on behalf of the Club;
  - b) addressed to the Disciplinary Secretary of the Constituent Body to which the cited Player's Club is allocated, or to the RFU Head of Discipline as appropriate. In case of doubt the citing should be addressed to the RFU Head of Discipline;
  - c) accompanied by any match footage that the complainant intends to adduce in support of the citing; and
  - d) received by the Constituent Body or RFU Head of Discipline (as appropriate) not later than the 14th day following conclusion of the match.
- 15.1 In the absence of any case management directions being issued by the Disciplinary Panel, all evidence supporting the citing shall be received by the Constituent Body or the RFU Head of Discipline at least 7 days before the hearing.
- 15.2 A citing, once validly made, may not be withdrawn without the express permission of the RFU Head of Discipline.
- 15.3 The citing shall be accompanied by the administration fee as set out in Appendix 3.
- 15.4 Upon receiving a written citing the Disciplinary Secretary of the Constituent Body or the RFU Head of Discipline may consult the Match Officials (which in this context shall mean the Referee and any Assistant Referees officially appointed and not appointed by the participating Club) to ascertain whether they or any of them detected the act(s) which is the subject of citing.
- 15.5 A citing may be made whether or not the alleged act was seen by a Match Official. Where a Match Official did not detect the act of Foul Play cited, then it must be shown that had the Match Official seen the act, a red card should have been awarded. However, where a Match Official, having detected the alleged act, decided that it was either not Foul Play, or that it was, but he/she took action other than ordering the

Player off, the citing Club must prove, on the balance of probabilities, that the Match Official was wrong in not sending the Player off.

- 15.6 The Constituent Body Disciplinary Secretary or the RFU Disciplinary Hearings Manager shall convene a Disciplinary Panel.
- 15.7 Where the Foul Play is not admitted by the Player, it is the responsibility of the Club that made the citing complaint to present the case before a Panel and prove on the balance of probabilities that the offence took place as cited and that the offence passed the red card test.

**Premiership A League, BUCS Super Rugby matches and other matches as designated by the RFU Head of Discipline**

- 16 The procedures set out below apply only to Clubs in the Premiership A League, BUCS Super Rugby League and to any match where a Citing Commissioner is appointed by the RFU Head of Discipline at least 24 hours prior to the match.
- 17 It is the responsibility of the Clubs participating in the match to refer any incident to the appointed Citing Commissioner. Any Club referring an incident to the appointed Citing Commissioner must do so within 24 hours of the conclusion of the match and shall ensure that match footage is provided at the time the referral is made.
- 18 A Citing Commissioner alone shall have the power and responsibility to cite a Player whom the video and/or other evidence shows to have committed an act of Foul Play whether or not it has been detected by the Match Officials. Such citing, to be effective, must be made in writing to be received by the RFU Head of Discipline from the appointed Citing Commissioner within 48 hours of the conclusion of the match. In order for the citing to be valid the Citing Commissioner must follow the procedure as laid out in paragraphs 5, 6 and 10 above.
- 19 The timeframes in paragraphs 17 and 18 may be extended if the RFU Head of Discipline determines that exceptional circumstances exist or if further evidence, that was not originally available, becomes available.





# RFU REGULATIONS

## RFU REGULATION 19 – DISCIPLINE (APPENDIX 5)

### RFU Practice Notes and Sanctions Guidance

The following practice notes and sanctions guidance are issued under the authority of RFU Regulation 19.1.17 and are to be read in conjunction with the relevant provisions of RFU Regulation 19.

#### RFU Practice Note – Recklessness (RFU Regulation 19.11.8(b))

When deciding the relevant sanction in relation to a particular offence(s), Disciplinary Panels are required to assess the seriousness of the Player's conduct. One of the key assessments is to decide whether the relevant offending was deliberate or reckless, noting that if the offending was purely accidental then no sanction applies. The term 'reckless' is described in the following terms:

'The player knew (or should have known) that there was a risk of committing an act of Foul Play.'

The RFU's disciplinary regime reflects World Rugby Regulation 17. It exists to penalise Players whose Foul Play is other than purely accidental and one of its most important principles is to prevent the risk of injury to other Players in a dynamic and physical sport. **Players have an obligation to ensure that they do not cause injury to opponents, so there is a presumption that any conduct which is prescribed by World Rugby Law 9 merits a sanction.**

The offences listed in World Rugby Law 9 do not require mens rea (the mental element of a crime or offending behaviour) – they create offences of strict liability. That is, by way of illustration, it is illegal to stamp on an opponent – rather than deliberately stamp, or recklessly stamp unless of course the contact is entirely accidental in which case no act of Foul Play has been committed. An offence is committed if the prohibited act occurs. The mental state of the offending player at the time the offence was committed is only relevant to the level of subsequent sanction. It is therefore wrong in principle to import definitions of recklessness from any criminal jurisdiction or other regulatory jurisdiction in considering whether or not the alleged Foul Play was committed.

The definition of recklessness is derived from World Rugby Regulation 17. It has worldwide application and is rugby specific. It serves to penalise Players whose conduct is other than purely accidental and is designed to prevent the risk of injury to other Players. Nevertheless, panel members may find the following RFU expanded guidance helpful in interpreting the meaning of the World Rugby definition of reckless.

'A Player is acting recklessly if, before doing something he either fails to give any thought to the possibility that there is a risk that he might commit an act of Foul Play, or having recognised that there was such a risk, he nevertheless went on to do it.'

Thus, again by way of illustration, where a Player intends to tackle an opponent by contact with his chest, but the opponent ducks just before contact is made so the contact is with the neck, an offence contrary to Law 9.13 will have been committed. In assessing the relevant entry point for sanction it would be appropriate to decide that this offending was reckless

because there was a risk that the opponent would duck into the tackle, or that the tackler may misjudge the point of contact. It could not be said in these circumstances that the contact with the head was purely accidental.

### **RFU Practice Note – Sanctions for Foul Play – Top End Entry Points**

1. When undertaking an assessment of a Player's offending conduct Disciplinary Panels must apply the criteria in RFU Regulation 19.11.8. If after that assessment the panel concludes that the offending is at the top end of the scale of seriousness it must make a further assessment of where the starting point should be within the prescribed range.
2. Sanctions for offences assessed as being at the top end are expressed in Appendix 2 of RFU Regulation 19 as a figure followed by +. That means that the range is from that figure to the maximum sanction. Thus, for the offence of striking the top end range is from 8 – 52 weeks. Disciplinary Panels must not automatically use 8 weeks as the starting point, although that may be the appropriate point if the panel takes the view that the offending is the least serious possible in the Top End entry. Having decided what the entry point is, the Disciplinary Panel should then go on to consider aggravating and mitigating factors in accordance with RFU Regulations 19.11.10 and 19.11.11.
3. In assessing the entry point within the range Disciplinary Panels are likely to give significant weight to RFU Regulations 19.11.8(a), 19.11.8(h) and 19.11.8(i) as follows:

19.11.8(a) – intent. If the Disciplinary Panel concludes that the offending Player intended to commit the offence and also that he intended to injure the victim then the entry point would move higher up the range.

19.11.8(h) – effect on the victim. If the Player needs no treatment and continues to play the entry point will be towards the bottom end of the range. The point will move higher up the range depending on the level of treatment on the pitch, whether he continues to play and the extent of any injury. The more severe the injury the higher up the range will be the starting point.

*Note: It is therefore very important for Disciplinary Panels to have accurate medical evidence before making this assessment. As a matter of practice, the Constituent Body Disciplinary Secretary or the RFU Case Manager should always seek to obtain a medical certificate or report from the victim Player's doctor confirming the injuries and the likely period of time that the victim Player is not going to be able to play. If it is not possible to obtain a medical certificate then written confirmation from the victim's Club about the injury should be obtained. The medical evidence and/or the report should be disclosed to the ordered off/cited Player or his representatives prior to the hearing. If the ordered off/cited Player challenges it, the Disciplinary Panel should either adjourn to clarify or obtain further medical evidence or proceed depending upon the evidence before the Disciplinary Panel and in accordance with the principles of natural justice.*

19.11.8(i) – if the offending causes no reaction at all from other Players or spectators then the entry point is likely to be towards the bottom of the range. The point will move higher up the range if Players and spectators react to the offending and further up if the offending causes the Referee to abandon the game. Any media interest in the alleged offending which might have an adverse effect on the image of the Union and/or the Game may also be taken into account.

4. Panels may also take account of the actual commission of the offending – for example the number of punches, stamps or kicks or whether the offence was completed as intended.
5. Disciplinary Panels must use their rugby experience to decide on the appropriate rugby specific sanction which properly reflects the seriousness of the offending and the view taken of it by the rugby community. The following example is provided as an indication of where a Disciplinary Panel may start, but each case must be dealt with on its merits.

Example: A Player gets involved in a fracas and punches an opponent to the head. The victim Player falls to the ground and requires treatment for about a minute.

Having made an assessment of the seriousness by applying the criteria in RFU Regulation 19.11.8 the Disciplinary Panel decides that this is top end on the scale of seriousness. Suggested entry points within the range of 8 - 52 weeks might then be as follows:

Where there is no player, spectator or media reaction:

No injury after treatment	– 8 - 11 weeks
Victim leaves the field but is fit the following week	– 12 - 17 weeks
Victim is injured and cannot play for a few weeks	– 18 - 35 weeks
Victim is badly injured (e.g. broken jaw requiring surgery)	– 36+ weeks

Where there is Player, spectator or media reaction  
(increasing by more if the match is abandoned by the Referee)

No injury after treatment	– 10 - 13 weeks
Victim leaves the field but is fit the following week	– 14 - 19 weeks
Victim is injured and cannot play for a few weeks	– 20 - 41 weeks
Victim is badly injured (e.g. broken jaw requiring surgery)	– 42+ weeks

Having decided the appropriate entry point the panel must then apply aggravating and mitigating features in accordance with RFU Regulations 19.11.10 and 19.11.11.

This example is provided purely illustrative and does not provide an exact approach or a tariff.



# RFU REGULATIONS

## RFU REGULATION 19 – DISCIPLINE (APPENDIX 6)

### AGE-GRADE RUGBY DISCIPLINARY PROCEDURES

#### 1. Applicability and Overriding Objective

- 1.1 The following disciplinary procedures (“the procedures”) shall apply to Age-Grade Rugby, save where specific arrangements, that have been agreed in advance with the RFU Discipline department, are put in place in relation to discipline for a particular match/competition/tournament.
- 1.2 Where a 17 or 18 year-old is playing in an U19 match, or is 17 or over and playing in an U20 match or an adult match, where permitted by RFU Regulations, he/she shall be dealt with as an adult in accordance with RFU Regulation 19.
- 1.3 The overriding objective of the procedures is that they are ‘child-centric’ and based on both the RFU Core Values and the following key principles:
  - a) those who know an Age-Grade Player best should be the ones who discipline, mentor, guide and educate the Age-Grade Player as part of his/her development;
  - b) the disciplinary procedure should be simple, easy to understand and conducted more informally than the adult procedure;
  - c) there should be minimal delay;
  - d) the welfare of Age-Grade Players is paramount and any arrangements around hearings should take into account their educational commitments and family life. Thus, hearings will be conducted locally and by those with experience in dealing with young people;
  - e) the details of a case involving an Age-Grade Player should not normally be publicized and RFU Safeguarding policies and guidance should be adhered to at all times;
  - f) playing suspensions should not normally be so severe as to discourage Age-Grade Players from continuing to play rugby and should be tiered in severity to their age, responsibility and culpability. They should normally be less than adults receive and should be given in matches not weeks because of the more complex playing programmes in Age-Grade Rugby;
  - g) there will be no financial penalties or costs imposed on an Age-Grade Player;
  - h) any sanction imposed on an Age-Grade Player for a rugby disciplinary matter may include a non-rugby related sanction.

- 1.4 Each Constituent Body shall appoint a CBYDS, who shall be someone with experience in dealing with youth matters. Advice and assistance in Age-Grade Rugby disciplinary matters shall be available to a school, college or Club from the CBYDS.
- 1.5 The RFU shall appoint a NAGDS, who shall be someone with experience in dealing with youth matters. Advice and assistance in Age-Grade Rugby disciplinary matters shall be available to a CBYDS, Club, college or school from the NAGDS.
- 1.6 The RFU Head of Discipline has the power to deal with any case or to direct how a case is to be dealt with.
- 1.7 All disciplinary hearings shall be conducted in accordance with the framework set out in RFU Regulation 19, adapted as appropriate to meet the needs of the Age-Grade Player as per the key principles set out in paragraph 1.3.

## **2. Discipline in Schools and Colleges**

- 2.1 Age-Grade Rugby disciplinary issues in schools and colleges shall be dealt with by head teachers and principals respectively (or by a person(s) with delegated authority) as per the school or college's internal disciplinary process and in accordance with these procedures and the sanctions table. Any school or college may seek additional advice from the ERFSU DS.

## **3. Discipline in Clubs**

### **a) U12 and below**

- 3.1 Any rugby disciplinary matter arising in an U12 match and below in a Club shall be dealt with in person by the Age-Grade Player's coach.

### **b) U13 to U18**

- 3.2 Any rugby disciplinary matter arising in an U13 to U18 match in a Club shall be dealt with by the Club disciplinary officer or panel (of no more than three persons), with experience in dealing with young people in accordance with these procedures and the sanctions table.
- 3.3 Cases covered by RFU Regulation 19.1.14(f) (serious injury), 19.1.14(g) (cases under police investigation), 19.1.14(h) (racial abuse cases) shall be referred to the NAGDS who shall determine whether the Club, the CB or the RFU (if agreed by the RFU Head of Discipline) should deal with the matter.

## **4. Representative, County and Divisional Teams**

- 4.1 Disciplinary matters involving an Age-Grade Player of a Representative Team shall be dealt with by an RFU Judicial Officer or by an RFU Disciplinary Panel, with experience in dealing with young people.

- 4.2 Where an Age-Grade Player of a visiting Representative Team is ordered-off the playing enclosure, the Referee shall provide a report to the RFU Head of Discipline, who shall send it to the Age-Grade Player's home Union to be dealt with.
- 4.3 Those Age-Grade Players representing their County or playing in Divisional matches shall have any disciplinary matter dealt with by their CB, unless the CBYDS determines that the Age-Grade Player's Club would be best placed to deal with the matter, having consulted with the NAGDS.

## **5. Cross-Border Fixtures and Tours – Schools, Colleges and Clubs**

- 5.1 Where a visiting Age-Grade Player is ordered-off the playing enclosure, the Referee shall provide a report to the CBYDS (where the match was played), who shall send it to the visiting Age-Grade Player's school, college or Club to be dealt with.
- 5.2 If an Age-Grade Player is ordered-off the playing enclosure whilst playing in a cross-border fixture or tour-match, then the matter shall be dealt with by the Age-Grade Player's head teacher, principal or Club disciplinary officer/panel or by a person(s) with delegated authority, in accordance with paragraphs 2 and 3 of these procedures.

## **6 Tournaments, Festivals, and Competitions**

- 6.1 If an Age-Grade Player is ordered-off in a tournament, festival or competition the matter shall be dealt with as soon as possible (and in any event before the Age-Grade Player's next match) by his/her coach. The Age-Grade Player will be provisionally suspended until his/her case has been dealt with in accordance with paragraph 10.1.

## **7. Reporting**

- 7.1 In all cases where the Referee has ordered-off an Age-Grade Player the Referee shall as soon as practicable, and in any event within 24 hours of the end of the match, provide a copy of his/her report to the Age-Grade Player's coach, Club, head teacher or principal as appropriate.
- 7.2 Any rugby disciplinary incident that arises in a School, College or Club match shall be reported to the CBYDS within 48 hours by the school, college, Club disciplinary officer or person(s) with delegated authority.
- 7.3 Thereafter, any finding and/or sanction imposed in relation to the disciplinary incident shall be reported to the CBYDS within 48 hours in accordance with paragraph 7.2.
- 7.4 The CBYDS or the ERFU Discipline Secretary or the RFU Head of Discipline shall have the power to review any finding and/or sanction imposed by a Club, College or School or coach and, if he/she is of the view that the finding and/or sanction imposed was unreasonable in all the circumstances, may refer the matter to the NAGDS for consideration. The NAGDS may direct that the school, college or club review the matter and report back to the NAGDS, who, if it is still necessary may convene a suitably qualified disciplinary panel to deal with the matter and it may vary the sanction imposed if considered appropriate to do so.



## **8. RFU Rule 5.12 Cases**

- 8.1 A CBYDS shall have the power to investigate and institute disciplinary proceedings in relation to an alleged breach of RFU Rule 5.12 and may require an Age-Grade Player to whom the allegations relate to attend before a CB disciplinary panel, with experience of dealing with young people.
- 8.2 Any complaint regarding an adult involved in Age-Grade Rugby in relation to an alleged breach of RFU Rule 5.12 shall be referred to the Constituent Body Disciplinary Secretary in accordance with RFU Regulation 19 to be dealt with.

## **9. Citing**

- 9.1 Save for where there are any specific citing procedures applicable to a particular match/tournament/competition as approved by the RFU the following procedures in relation to the commencement of a citing complaint shall apply..
- 9.2 The power to bring a citing complaint applies to U13 to U18 matches only.
- 9.3 Any citing complaint arising out of a Club match shall only be made by the chairman or secretary of the citing Club. It shall be lodged with the cited Age-Grade Player's CBYDS not later than the 14th day following the match. The CBYDS shall, subject to paragraph 3.3, refer the matter to a CB disciplinary panel with experience of dealing with young people; unless the citing complaint is admitted in which case he/she may refer the matter to the Age-Grade Player's Club to deal with if considered appropriate to do so.
- 9.4 A citing complaint arising out of a school or college match shall only be made by the citing school's head teacher or college's principal and shall be lodged not later than the 14th day following the match with the cited Age-Grade Player's school or college. The complaint shall be dealt with by the cited Age-Grade Player's head teacher or principal (or a person(s) with delegated authority) as appropriate. Advice is available from the ERFSD Disciplinary Secretary on procedures and the application of the sanctions table. The outcome of the hearing shall be reported to the CBYDS within 7 days.
- 9.5 A citing may be initiated where there is an allegation that an Age-Grade Player committed an act of Foul Play but has not been awarded a red card for that act. The citing must be in writing, stating:
  - a) the date, venue and teams participating in the match;
  - b) details of the alleged act of Foul Play, including as accurately as possible, the point of time in the match, score at the time and position on the field when and where the incident is alleged to have occurred;
  - c) the identity of (or means of identifying) the Age-Grade Player(s) alleged to be guilty of Foul Play; and
  - d) sufficient evidence to establish a case to answer.
- 9.6 A citing may be made whether or not the alleged act of Foul Play was seen by the Referee. Where the Referee did not detect the act of Foul Play cited, then it must be

proved by the citing party that had the Referee seen the act, a red card would have been awarded. However, where a Referee, having detected the alleged act, decided that it was either not Foul Play, or that it was, but he/she took action other than sending off, the citing party must prove on the balance of probabilities that the Referee was wrong in not sending the Age-Grade Player off.

- 9.7 The RFU Head of Discipline has the power to take over any citing complaint where he/she believes that it is necessary in the interests of the Game and/or the Union to do so.

## **10. Provisional Suspension**

- 10.1 An Age-Grade Player ordered-off the field of play shall not take part or be selected for any further match until his/her disciplinary case has been dealt with in accordance with these procedures.
- 10.2 A suspended Age-Grade Player who elects to appeal a finding and/or sanction that has been imposed shall not take part or be selected for any further match until his/her appeal has been dealt with and it has been directed that he/she may play again, unless his/her suspension has already expired.

## **11. Sanctions**

- 11.1 Playing suspensions imposed on an Age-Grade Player are to be in accordance with the framework set out in RFU Regulation 19 and the Age-Grade Rugby sanctions table and shall apply to all of the Age-Grade Player's forthcoming matches, irrespective of whether they are scheduled to play for their school, college, Club or any other team.

## **12. Appeals**

- 12.1 Appeals in a school or college setting in relation to a rugby disciplinary incident shall be in accordance with the school's or college's internal disciplinary procedures. There is no right of appeal from a decision of the school or college to a CB or the RFU.
- 12.2 Appeals from a decision of a Club disciplinary officer or panel shall be dealt with by the CB disciplinary panel. Any appeal shall be lodged with the CBYDS by the Age-Grade Player concerned not later than the 14th day following written notification of the decision. The decision of the CB is final and binding and there is no further right of appeal.
- 12.3 Appeals from a first-instance decision of a CB shall be dealt with by the RFU in accordance with RFU Regulation 19. Any appeal shall be lodged by the Age-Grade Player concerned with the RFU Head of Discipline not later than the 14th day following written notification of the decision. The decision of the RFU Judicial Officer or panel is final and binding and there is no further right of appeal.
- 12.4 Appeals from a first-instance decision of the RFU shall be dealt with by an RFU Judicial Officer of Appeal Panel in accordance with RFU Regulation 19. Any appeal shall be lodged by the Age-Grade Player concerned with the RFU Head of Discipline not later than the 14th day following written notification of the decision. The decision of the RFU

Judicial Officer or Appeal Panel is final and binding and there is no further right of appeal.

### Sanction Entry Points

**Note: Any act of foul play which results in contact with the head shall result in at least a mid-range sanction**

#### 9.11. Players must not do anything that is reckless or dangerous to others.

<b>Up to U15s Sanction</b>	Low-end: 1 match	Mid-range: 2 matches	Top-end: 4+ matches
<b>U16 to U18 Sanction</b>	Low-end: 2 matches	Mid-range: 4 matches	Top-end: 6+ matches

#### 9.12. A player must not physically abuse anyone. Physical abuse includes, but is not limited to:

<b>Biting</b>	<b>Up to U15s Sanction</b>	Low-end: 4 matches	Mid-range: 8 matches	Top-end: 12 + matches
	<b>U16 to U18 Sanction</b>	Low-end: 8 matches	Mid-range: 10 matches	Top-end: 14+ matches
<b>Intentional Contact with Eye(s)<sup>1</sup></b>	<b>Up to U15s Sanction</b>	Low-end: 4 matches	Mid-range: 8 matches	Top-end: 12+ matches
	<b>U16 to U18 Sanction</b>	Low-end: 8 matches	Mid-range: 10 matches	Top-end: 14+ matches
<b>Reckless Contact with Eye(s)<sup>3</sup></b>	<b>Up to U15s Sanction</b>	Low-end: 2 matches	Mid-range: 4 matches	Top-end: 8+ matches
	<b>U16 to U18 Sanction</b>	Low-end: 4 matches	Mid-range: 6 matches	Top-end: 12+ matches
<b>Contact with Eye Area<sup>4</sup></b>	<b>Up to U15s Sanction</b>	Low-end: 2 matches	Mid-range: 4 matches	Top-end: 6+ matches
	<b>U16 to U18 Sanction</b>	Low-end: 4 matches	Mid-range: 6 matches	Top-end: 10+ matches
<b>Punching or striking with hand or arm (including stiff-arm tackle)</b>	<b>Up to U15s Sanction</b>	Low-end: 1 match	Mid-range: 2 matches	Top-end: 4+ matches
	<b>U16 to U18 Sanction</b>	Low-end: 2 matches	Mid-range: 4 matches	Top-end: 6+ matches

<sup>1, 3 & 4</sup> The “eye” involves all tissues including the eye lids within and covering the orbital cavity and the “eye area” is anywhere in close proximity to the eye.

<b>Striking with the elbow</b>	<b>Up to U15s Sanction</b>	Low-end: 1 match	Mid-range: 2 matches	Top-end: 4+ matches
	<b>U16 to U18 Sanction</b>	Low-end: 2 matches	Mid-range: 6 matches	Top-end: 8+ matches
<b>Striking with shoulder</b>	<b>Up to U15s Sanction</b>	Low-end: 1 match	Mid-range: 2 matches	Top-end: 4+ matches
	<b>U16 to U18 Sanction</b>	Low-end: 2 matches	Mid-range: 6 matches	Top-end: 8+ matches
<b>Striking with head</b>	<b>Up to U15s Sanction</b>	Low-end: 2 matches	Mid-range: 4 matches	Top-end: 6+ matches
	<b>U16 to U18 Sanction</b>	Low-end: 4 matches	Mid-range: 6 matches	Top-end: 10+ matches
<b>Striking with knee</b>	<b>Up to U15s Sanction</b>	Low-end: 2 matches	Mid-range: 4 matches	Top-end: 6+ matches
	<b>U16 to U18 Sanction</b>	Low-end: 4 matches	Mid-range: 6 matches	Top-end: 8+ matches
<b>Stamping or Trampling</b>	<b>Up to U15s Sanction</b>	Low-end: 1 match	Mid-range: 2 matches	Top-end: 4+ matches
	<b>U16 to U18 Sanction</b>	Low-end: 2 matches	Mid-range: 4 matches	Top-end: 10+ matches
<b>Tripping</b>	<b>Up to U15s Sanction</b>	Low-end: 1 match	Mid-range: 2 matches	Top-end: 4+ matches
	<b>U16 to U18 Sanction</b>	Low-end: 2 matches	Mid-range: 4 matches	Top-end: 6+ matches
<b>Kicking</b>	<b>Up to U15s Sanction</b>	Low-end: 2 matches	Mid-range: 4 matches	Top-end: 6+ matches
	<b>U16 to U18 Sanction</b>	Low-end: 4 matches	Mid-range: 6 matches	Top-end: 10+ matches

**9.12. A player must not verbally abuse anyone. Verbal abuse includes, but is not limited to, abuse based on: religion, colour, national or ethnic origin, sexual orientation.**

<b>Up to U15s Sanction</b>	Low-end: 2 matches	Mid-range: 4 matches	Top-end: 6+ matches
<b>U16 to U18 Sanction</b>	Low-end: 4 matches	Mid-range: 8 matches	Top-end: 12+ matches

- 9.13. A player must not tackle an opponent early, late or dangerously. Dangerous tackling includes, but is not limited to, tackling or attempting to tackle an opponent above the line of the shoulders even if the tackle starts below the line of the shoulders.**

<b>Up to U15s Sanction</b>	Low-end: 1 match	Mid-range: 2 matches	Top-end: 4+ matches
<b>U16 to U18 Sanction</b>	Low-end: 2 matches	Mid-range: 6 matches	Top-end: 8+ matches

- 9.14. A player must not tackle an opponent who is not in possession of the ball.**

<b>Up to U15s Sanction</b>	Low-end: 1 match	Mid-range: 2 matches	Top-end: 4+ matches
<b>U16 to U18 Sanction</b>	Low-end: 2 matches	Mid-range: 6 matches	Top-end: 8+ matches

- 9.15. Except in a scrum, ruck or maul, a player who is not in possession of the ball must not hold, push, charge or obstruct an opponent not in possession of the ball.**

<b>Up to U15s Sanction</b>	Low-end: 1 match	Mid-range: 2 matches	Top-end: 4+ matches
<b>U16 to U18 Sanction</b>	Low-end: 2 matches	Mid-range: 4 matches	Top-end: 6+ matches

- 9.16. A player must not charge or knock down an opponent carrying the ball without attempting to grasp that player.**

<b>Up to U15s Sanction</b>	Low-end: 1 match	Mid-range: 2 matches	Top-end: 4+ matches
<b>U16 to U18 Sanction</b>	Low-end: 2 matches	Mid-range: 6 matches	Top-end: 8+ matches

- 9.17. A player must not tackle, charge, pull, push or grasp an opponent whose feet are off the ground.**

<b>Up to U15s Sanction</b>	Low-end: 2 matches	Mid-range: 4 matches	Top-end: 6+ matches
<b>U16 to U18 Sanction</b>	Low-end: 4 matches	Mid-range: 6 matches	Top-end: 10+ matches

- 9.18. A player must not lift an opponent off the ground and drop or drive that player so that their head and/or upper body make contact with the ground.**

<b>Up to U15s Sanction</b>	Low-end: 2 matches	Mid-range: 4 matches	Top-end: 6+ matches
<b>U16 to U18 Sanction</b>	Low-end: 4 matches	Mid-range: 6 matches	Top-end: 10+ matches

**9.19. Dangerous play in a scrum.**

- a. The front row of a scrum must not form at a distance from its opponents and rush against them.
- b. A front-row player must not pull an opponent.
- c. A front-row player must not intentionally lift an opponent off their feet or force the opponent upwards out of the scrum.
- d. A front-row player must not intentionally collapse a scrum.

<b>Up to U15s Sanction</b>	Low-end: warning <sup>2</sup>	Mid-range: 1 match	Top-end: 2+ matches
<b>U16 to U18 Sanction</b>	Low-end: 1 match	Mid-range: 2 matches	Top-end: 4+ matches

**9.20. Dangerous play in a ruck or maul.**

- a. A player must not charge into a ruck or maul. Charging includes any contact made without binding onto another player in the ruck or maul.
- b. A player must not make contact with an opponent above the line of the shoulders.
- c. A player must not intentionally collapse a ruck or a maul

<b>Up to U15s Sanction</b>	Low-end: 1 match	Mid-range: 2 matches	Top-end: 4+ matches
<b>U16 to U18 Sanction</b>	Low-end: 2 matches	Mid-range: 4 matches	Top-end: 6+ matches

**9.25. A player must not intentionally charge or obstruct an opponent who has just kicked the ball.**

<b>Up to U15s Sanction</b>	Low-end: 1 match	Mid-range: 2 matches	Top-end: 4+ matches
<b>U16 to U18 Sanction</b>	Low-end: 2 matches	Mid-range: 6 matches	Top-end: 8+ matches

**9.27. A player must not do anything that is against the spirit of good sportsmanship including but not limited to:**

<b>Hair pulling or grabbing</b>	<b>Up to U15s Sanction</b>	Low-end: 1 match	Mid-range: 2 matches	Top-end: 4+ matches
	<b>U16 to U18 Sanction</b>	Low-end: 2 matches	Mid-range: 4 matches	Top-end: 6+ matches
<b>Spitting at anyone</b>	<b>Up to U15s Sanction</b>	Low-end: 2 matches	Mid-range: 4 matches	Top-end: 6+ matches

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<sup>2</sup> A Warning shall form part of the Players disciplinary record while at Underage level but not extend into their senior disciplinary record.

	<b>U16 to U18 Sanction</b>	Low-end: 4 matches	Mid-range: 6 matches	Top-end: 10+ matches
<b>Grabbing, twisting or squeezing the genitals (and/or breasts in the case of female players)</b>	<b>Up to U15s Sanction</b>	Low-end: 4 matches	Mid-range: 6 matches	Top-end: 12+ matches
	<b>U16 to U18 Sanction</b>	Low-end: 6 matches	Mid-range: 12 matches	Top-end: 18+ matches
<b>Other</b>	<b>Up to U15s Sanction</b>	Low-end: 2 matches	Mid-range: 4 matches	Top-end: 6+ matches
	<b>U16 to U18 Sanction</b>	Low-end: 4 matches	Mid-range: 6 matches	Top-end: 10+ matches

#### **9.28 A player must not disrespect the authority of a Match Official**

<b>Up to U15s Sanction</b>	Low-end: 1 match	Mid-range: 2 matches	Top-end: 4+ matches
<b>U16 to U18 Sanction</b>	Low-end: 1 match	Mid-range: 2 matches	Top-end: 4+ matches

#### **9.28 A player must not verbally abuse a Match Official. Verbal abuse includes, but is not limited to, abuse based on: religion, colour, national or ethnic origin, sexual orientation**

<b>Up to U15s Sanction</b>	Low-end: 2 matches	Mid-range: 4 matches	Top-end: 6+ matches
<b>U16 to U18 Sanction</b>	Low-end: 4 matches	Mid-range: 6 matches	Top-end: 10+ matches

#### **9.28. A player must not make physical contact with Match Officials**

<b>Up to U15s Sanction</b>	Low-end: 2 matches	Mid-range: 4 matches	Top-end: 6+ matches
<b>U16 to U18 Sanction</b>	Low-end: 4 matches	Mid-range: 6 matches	Top-end: 10+ matches

#### **9.28. A player must not use threatening actions or words towards Match Officials**

<b>Up to U15s Sanction</b>	Low-end: 4 matches	Mid-range: 6 matches	Top-end: 12+ matches
<b>U16 to U18 Sanction</b>	Low-end: 6 matches	Mid-range: 12 matches	Top-end: 24+ matches

### **9.28. A player must not physically abuse Match Officials**

<b>Up to U15s Sanction</b>	Low-end: 6 matches	Mid-range: 12 matches	Top-end: 24+ matches
<b>U16 to U18 Sanction</b>	Low-end: 12 matches	Mid-range: 24 matches	Top-end: 48+ matches

#### **Recommended Sanctions for Two Yellow Cards in a Match**

2 technical yellow cards in a match or 1 technical and 1 foul play in a match – sending off sufficient (SoS)

2 foul play yellow cards in one match – 1 match suspension

Where ‘+’ is denoted, Schools, Colleges, Clubs and CB/RFU Disciplinary Panels have the power to apply, up the maximum sanction indicated, increased sanctions for very serious breaches of conduct.

Please note that in respect of any offence(s) not referred to above, appropriate sanctions may be imposed at the discretion of the School, College, Club or CB/RFU Disciplinary Panel.

In instances of verbal abuse of players, officials or spectators based on religion, race, colour, or national or ethnic origin, higher match suspensions should be applied.

A Warning shall form part of the Players disciplinary record while at Age-Grade level but shall not extend into their senior disciplinary record.





# RFU REGULATIONS

## RFU REGULATION 19 – DISCIPLINE (APPENDIX 7)

### ADDITIONAL INFORMATION

#### Draft Long Form Disciplinary Judgment

#### RUGBY FOOTBALL UNION

#### DISCIPLINARY HEARING

Constituent Body: .....

Venue:..... Date: .....

#### JUDGMENT

Player:..... Club:.....

Match:..... Match Date:.....

Match Venue:.....

Panel:..... Secretary:.....

Attending:..... Observing:.....

#### Decision

1. The Panel found .....
2. The Player pleaded guilty to the offence of .....  
Contrary to Law 9
3. The Panel determined that the Player should be suspended for a period  
of ..... weeks from ..... to.....

#### Preliminary Matters

4. ....

#### Charge and Plea

5. ....

## **The Citing Complaint**

6. ....

## **The Player's Case**

7. ....

## **Sanction**

8. We undertook an assessment of the Player's conduct under Regulation 19.11.8 as follows:-

- a) Intentional/deliberate;
- b) Whether the offending was reckless, that is the Player knew (or should have known) there was a risk of committing an act of Foul Play;
- c) The gravity of the Player's actions in relation to the offending;
- d) The nature of the actions, manner in which the offence was committed including part of the body used (for example, fist, elbow, knee or boot);
- e) The existence of provocation;
- f) Whether the Player acted in retaliation and the timing of such;
- g) Whether the Player acted in self-defence (that is whether he used a reasonable degree of force in defending himself);
- h) The effect of the Player's actions on the victim (for example, extent of injury, removal of victim Player from game);
- i) The effect of the Player's actions on the match;
- (j) The vulnerability of the victim Player including part of the victim's body involved/affected, position of the victim Player, and the ability to defend himself;
- (k) The level of participation in the offending and the level of premeditation;
- (l) Whether the conduct of the offending Player was completed or amounted to an attempt; and
- (m) Any other features of the Player's conduct in relation to or connected with the offending.

### **Aggravating Features**

9. We considered the aggravating factors under Regulation 19.11.10 etc.

### **Mitigating Factors**

10. We considered the mitigating factors under Regulation 19.11.11 etc.

### **Decision**

11. ....

### **Costs**

12. ....

### **Right of Appeal**

13. There is a right of appeal against this decision. Any such appeal must be lodged with the RFU Head of Discipline by .....

Chairman.....

## **Specimen Charge Sheet**

(To be prepared after reference to the Match Official's report and current World Rugby Laws of the Game handbook).

### **STATEMENT OF OFFENCE**

Striking, contrary to Law 9.12

### **PARTICULARS OF OFFENCE**

On (enter date) (enter Player's name) of (enter Player's Club) struck an opponent to the head at (enter time and half) during the match played between (enter Clubs playing).

## **Procedure to be used at a Disciplinary Hearing**

### **1. PRELIMINARY POINTS FOR ALL HEARINGS**

- Introduction of the panel
- Check there are no objections to the composition or constitution of the panel
- Introduction of all the parties (names and roles)
- Chairman then reads out the charge and asks the Player to confirm if he/she accepts or denies the charge

### **2. IF THE PLAYER ACCEPTS THE CHARGE**

- The Player should be asked to talk through the incident. During this time, he/she may be asked to talk through the video footage (if available)
- The Player will then be asked to put forward any mitigation (Regulation 19.11.5)
- The opposition club (in the case of a citing) may wish to make submissions on any aggravating factors (Regulation 19.11.5(b))
- The Player will then be asked by the panel about their previous disciplinary record (Regulation 19.11.5.(c))

### **3. THE PANEL SHOULD THEN CLEAR THE ROOM TO DELIBERATE IN PRIVATE**

- The Panel will undertake an assessment of the seriousness of the incident (Regulation 19.11.8) and establish the entry point in line with the sanctions table at Appendix 2 of the RFU regulations.
- The panel will then consider whether there are any aggravating factors (Regulation 19.11.10)
- The panel should then consider all mitigating factors (Regulation 19.11.11)

### **4. THE PARTIES SHOULD THEN BE CALLED BACK IN TO THE ROOM AND THE DECISION SHOULD BE GIVEN TO ALL AT THE SAME TIME**

### **5. THE PLAYER SHOULD BE ADVISED OF THE RIGHT TO APPEAL AND ADVISED OF ANY ORDER FOR COSTS**

### **6. IF THE PLAYER DENIES THE CHARGE**

- The party bringing the charge should present their case including calling any witnesses in person or by phone. The Player or his/her representative should be given the opportunity to ask questions of each of the witnesses
- The video evidence should be shown
- The Referee should be called to give his/her evidence and the Player or his/her representative should be given the chance to ask any questions
- The Panel have the opportunity to put any questions to the player or any witness

### **7. THE PANEL SHOULD THEN CLEAR THE ROOM TO DELIBERATE IN PRIVATE AS TO WHETHER OR NOT THERE IS A CASE TO ANSWER. THE PARTIES WILL THEN BE CALLED BACK INTO THE ROOM.**

- If the party bringing the charge has failed to make a case to answer, the charge will be dismissed.

- If the party bringing the charge has established that there is a case to answer then the panel shall proceed to hear evidence from the Player.
- The Player may give evidence as to their version of events including reference to the video footage if available. The party bringing the charge will then have chance to ask any questions.
- The Player should then call any witnesses upon which he/she relies and again they can be asked questions by the other party.
- The Panel have the opportunity to put any questions to the Player or any witness.

**8. THE PANEL SHOULD THEN CLEAR THE ROOM TO DELIBERATE IN PRIVATE**

- If the charge is not proven, the case is dismissed against the Player and informed there is no order for costs.
- If the charge is proven, the panel should then follow steps 3 – 5 above.





# RFU REGULATIONS

## RFU REGULATION 20 - ANTI-DOPING

### INTRODUCTION

#### 20.1 RFU Position on Doping

The RFU condemns doping. It is harmful to the health of Players, totally contrary to the core values of rugby and the RFU is committed to protecting all Players' fundamental right to participate in doping free rugby.

#### 20.2 Role of the Union

The RFU is a Member Union of World Rugby and as such is required to implement Anti-Doping Regulations within England Rugby that are in conformity with the World Rugby Anti-Doping Regulations.

### WORLD RUGBY ANTI-DOPING REGULATIONS

#### 20.3 World Rugby Regulation 21

- 20.3.1 World Rugby has adopted the World Anti-Doping Code 2015 ("the Code") and implemented Code compliant Anti-Doping Regulations, known as World Rugby Regulation 21.
- 20.3.2 World Rugby has also incorporated Doping Control Procedural Guidelines ("the Guidelines") and the World Anti-Doping Agency ("WADA") Prohibited List (as amended from time to time) into World Rugby Regulation 21 as Schedules 1 and 2 respectively.
- 20.3.3 World Rugby Regulation 21, the Guidelines and the WADA Prohibited List may be amended from time to time. It is the responsibility of all Players, Player Support Personnel and other persons under the jurisdiction of the RFU to ensure they are aware of the most current versions.

### RFU ANTI-DOPING REGULATIONS

#### 20.4 Definitions

All words and definitions contained in World Rugby Regulation 21 shall have the same meaning in the RFU Anti-Doping Regulations. Other terms shall be as defined in the Code or WADA International Standards.

#### 20.5 Incorporation of World Rugby Regulation 21

- 20.5.1 The RFU hereby adopts World Rugby Regulation 21 (including the appendices and schedules) in its entirety as its own Anti-Doping Regulations.
- 20.5.2 World Rugby Regulation 21, the Guidelines and the current WADA Prohibited List are available on [www.worldrugby.org](http://www.worldrugby.org), [www.englandrugby.com](http://www.englandrugby.com) and on request from the RFU Anti-Doping & Illicit Drugs Programme Manager.

## RFU REGULATION 20 – ANTI-DOPING

Effective from 1 August 2018

- 20.5.3 In the event that World Rugby Anti-Doping Regulations conflict with RFU Anti-Doping Regulations, then World Rugby Anti-Doping Regulations will prevail.

## **20.6 Authority to Regulate**

- 20.6.1 The RFU Anti-Doping Regulations, including World Rugby Regulation 21, shall apply to and shall bind all Players, Player Support Personnel and other persons under the jurisdiction of the RFU. For the purposes of these RFU Anti-Doping Regulations, the definition of Player is not limited to National-Level or International-Level Players and extends to anyone playing under the jurisdiction of the RFU.
- 20.6.2 All Players, Player Support Personnel and other persons under the jurisdiction of the RFU, shall comply with the RFU Anti-Doping Regulations, including World Rugby Regulation 21, in order to be eligible to participate or assist in any event or activity organised or authorised by or held under the authority of the RFU. Accordingly, by so participating or assisting, a Player, Player Support Personnel or other Person shall be deemed to have agreed:
- (i) to be bound by and to comply strictly with these RFU Anti-Doping Regulations, including by making themselves available for In Competition and Out of Competition Doping Control on a No Advance Notice basis or otherwise;
  - (ii) to submit to the authority of the RFU, UK Anti-Doping (“UKAD”), World Rugby or other Anti-Doping Organisation as appropriate, and to submit to the exclusive jurisdiction of the panels specified in RFU Regulation 19, 20 and/or World Rugby Regulation 21; and
  - (iii) to have consented to the collection, processing, disclosure and use of their personal information (including for example whereabouts information, sample analysis results and information provided by a Person for any purpose under these RFU Anti-Doping Regulations) for the purpose of implementing these RFU Anti-Doping Regulations, provided that such use of personal information shall be in accordance with the provisions of the International Standard for the Protection of Privacy and Personal Data.

## **20.7 In-Competition and Out-of-Competition Doping Control**

- 20.7.1 All Players under the jurisdiction of the RFU may be subject to In Competition and Out of Competition Doping Control by the RFU at any time, at any location and with No Advance Notice.
- 20.7.2 All Players under the jurisdiction of the RFU may also be subject to In Competition and Out of Competition Doping Control on a No Advance Notice basis by World Rugby, WADA, UK Anti-Doping and any other authorised Anti-Doping Organisation.
- 20.7.3 All Players under the jurisdiction of the RFU may also be subject to Out of Competition Testing pursuant to the RFU’s Illicit Drugs Policy which is available at [www.englandrugby.com/governance/anti-doping/illicit-drugs-programme/regulations](http://www.englandrugby.com/governance/anti-doping/illicit-drugs-programme/regulations). The RFU may test for Illicit Drugs irrespective of whether or not a particular Illicit Drug is classified as being prohibited In Competition only on the Prohibited List.

## **20.8 RFU Testing Pool**

- 20.8.1 The RFU will maintain a Testing Pool of Clubs who are required to provide timely and accurate Club training information to the RFU for the purposes of locating domestic players for No Advance Notice Out of Competition testing. Such training information shall be provided to the RFU when requested in a format determined by the RFU and shall include dates, venues and times when training will take place. Clubs shall also communicate any changes to their training information to the RFU as and when necessary.
- 20.8.2 Any Club within the RFU Testing Pool who fails to submit timely and accurate Club training information as requested after receipt of a formal written warning from the RFU during the current season shall be fined £1,000 by the RFU. Any subsequent failure by the Club to provide accurate and timely Club training information during the current season shall result in a £2,000 fine by the RFU.
- 20.8.3 Any Club within the RFU Testing Pool whose squad are unavailable for testing (i.e. incurs a Squad No Show) through the provision of inaccurate Club training information will receive a formal written warning from the RFU to update their training information and shall be liable for the costs incurred by the RFU (or UKAD) for the Squad No Show. Any subsequent Squad No Show incurred by the club during the current season shall result in a fine of £2,000 by the RFU.
- 20.8.4 In the case of alleged breaches of Regulations 20.8.1 to 20.8.3 above, the Club shall have the right to appeal any decision of the RFU to administratively impose a fine to an RFU Appeal Panel within 14 days of the notification of the written decision in accordance with RFU appeal procedures set out in RFU Regulation 19. Appeals may only be made in relation to disputes as to the facts of whether a breach has occurred and may not be brought in relation to the level of any fine imposed.

## **20.9 UKAD Domestic Testing Pool (“DTP”)**

### **DTP Player Whereabouts Requirements**

- 20.9.1 The RFU will assist UKAD in identifying a DTP of Players who must file Whereabouts Filing with the RFU and UKAD for each quarter of the calendar year, via ADAMS that contains the information set out in World Rugby Regulation 21.5.6.9.
- 20.9.2 Pursuant to World Rugby Regulation 21.5.7 a Player identified for inclusion in the DTP shall remain in the DTP and continue to be subject to these provisions including the obligation to provide player whereabouts information and be available for individual Out of Competition testing unless the Player gives written notice to the RFU that they have retired or until they have been provided with written notice of their removal by UKAD.
- 20.9.3 A Player in the DTP who has given written notice of retirement to the RFU may not resume competing at International Match Level unless the Player notifies the RFU at least 6 months before the Player expects to return to competition and is available for Out of Competition testing at any time during the period before their actual return to competition.
- 20.9.4 A Player in the DTP who has given written notice of retirement to the RFU may not resume competing at a level within the RFU Testing Pool unless the Player notifies the RFU at least 6 months before the Player expects to return to competition and is

available for Out of Competition testing at any time during the period before their actual return to competition.

### **DTP Whereabouts Failures**

- 20.9.5 Players in the DTP who fail to provide complete and accurate quarterly Player whereabouts information to UKAD may incur a Filing Failure, and may consequently be in breach of World Rugby Regulation 21.2.4. Such Filing Failure shall only be declared by UKAD as the National Anti-Doping Organisation.

### **Consequences of DTP Whereabouts Failures**

- 20.9.6 Any Player in the DTP who commits a total of three (3) Whereabouts Failures within a 12 month period shall be included in the UK Anti-Doping National Registered Testing Pool (NRTP).

## **20.10 UKAD National Registered Testing Pool (“NRTP”)**

### **NRTP Player Whereabouts Requirements**

- 20.10.1 The RFU will assist UKAD in identifying a NRTP of Players who must file a Whereabouts Filing with the RFU and UKAD for each quarter of the calendar year, via ADAMS that contains the information set out in World Rugby Regulation 21.5.6.9.
- 20.10.2 Pursuant to World Rugby Regulation 21.5.7 a Player identified for inclusion in the NRTP shall remain in the NRTP and continue to be subject to these provisions including the obligation to provide player whereabouts information and be available for individual Out of Competition testing unless the Player gives written notice to the RFU that they have retired or until they no longer satisfy the criteria for inclusion in the NRTP and have been provided with written notice by UKAD.
- 20.10.3 A Player in the NRTP who has given written notice of retirement to the RFU may not resume competing at International Match Level unless the Player notifies the RFU at least 6 months before the Player expects to return to competition and is available for Out of Competition testing at any time during the period before their actual return to competition.
- 20.10.4 A Player in the NRTP who has given written notice of retirement to the RFU may not resume competing at a level within the RFU Testing Pool unless the Player notifies the RFU at least 6 months before the Player expects to return to competition and is available for Out of Competition testing at any time during the period before their actual return to competition.

### **NRTP Whereabouts Failures**

- 20.10.5 Players in the NRTP who fail to provide complete and accurate quarterly Player whereabouts information to UKAD may incur a Filing Failure, and may consequently be in breach of World Rugby Regulation 21.2.4. Such Filing Failure shall only be declared by UKAD as the National Anti-Doping Organisation in accordance with World Rugby Regulations 21.5.6.18 and 21.5.6.26 (for the avoidance of doubt, the functions of World Rugby as detailed in those Regulations shall be read for the purposes of this Regulation 20.10.5 as being those of UKAD).
- 20.10.6 Players in the NRTP who are unavailable for testing at their specified location

during their nominated hour may incur a Missed Test and may consequently be in breach of World Rugby Regulation 21.2.4. Where such testing is conducted by UKAD or its designee on the basis of the whereabouts information submitted to UKAD, a Missed Test shall be declared by UKAD in accordance with World Rugby Regulations 21.5.6.23 and 21.5.6.27 (for the avoidance of doubt, the functions of World Rugby as detailed in those Regulations shall be read for the purposes of this Regulation 20.10.6 as being those of UKAD).

### **Consequences of NRTP Whereabouts Failures**

- 20.10.7 Any Player in the NRTP and/or in the World Rugby International Registered Testing Pool (established pursuant to World Rugby Regulation 21.5.6.2) who commits a total of three (3) Whereabouts Failures (which may be any combination of Filing Failures and/or Missed Tests adding up to three (3) in total) within a 12 month period (irrespective of which Anti-Doping Organisation(s) has/have declared the Whereabouts Failures in question) shall be considered to have committed an anti-doping rule violation in accordance with World Rugby Regulation 21.2.4. The applicable period of ineligibility pursuant to World Rugby Regulation 21.10.3.2 shall be two years, subject to a reduction down to a minimum of one year, depending on the Player's degree of Fault.
- 20.10.8 It is recognised that a Player may be in both the NRTP and the World Rugby Testing Pool (established pursuant to World Rugby Regulation 21.5.6.3, as opposed to the World Rugby International Registered Testing Pool). In those circumstances Whereabouts Failures will only be counted by the body which has declared the Whereabouts Failure (that is, a Whereabouts Failure committed by a Player pursuant to his obligations as a member of the World Rugby Testing Pool shall not automatically be regarded as a Whereabouts Failure pursuant to his obligations as a member of the NRTP, and vice versa). For the avoidance of doubt, a Player may have Whereabouts Failures in both Pools if they are declared separately by both of the bodies responsible for declaring them, but which will not be aggregated.

### **20.11 Therapeutic Use Exemptions**

- 20.11.1 Any Player subject to Testing who is not in the World Rugby Registered Testing Pool or Testing Pool, and who is seeking a Therapeutic Use Exemption (TUE) pursuant to World Rugby Regulation 21.4.4 shall submit their TUE request directly to UKAD. TUE requests will be determined by UKAD and evaluated in accordance with the International Standard for TUEs.
- 20.11.2 Players must submit complete and accurate TUE requests to UKAD in accordance with the TUE forms and guidance notes available on the UKAD website ([www.ukad.org.uk](http://www.ukad.org.uk)) or on request from the RFU Anti-Doping & Illicit Drugs Programme Manager.

### **20.12 Investigations**

- 20.12.1 Where a Player, Player Support Personnel or other Person knows or suspects that any other Player, Player Support Personnel or other Person has committed an Anti-Doping Rule Violation, they shall have an obligation to report such knowledge or suspicion to the RFU as soon as possible. They shall also have a continuing obligation to report any new knowledge or suspicion regarding any Anti-Doping Rule Violation to the RFU. Failure to comply with any of the foregoing without reasonable justification may be treated as misconduct under the RFU's Discipline Regulations and/or Rules and may be sanctioned accordingly.

- 20.12.2 Players, Player Support Personnel and other Persons must cooperate fully with investigations conducted pursuant to this Regulation 20.12. Failure or refusal to do so without reasonable justification may be treated as Misconduct and sanctioned accordingly.
- 20.12.3 If the Player, Player Support Personnel or other Person subverts or attempts to subvert the investigation process (for example, but not limited to, providing false, misleading, inaccurate or incomplete information, and/or by destroying potential evidence), proceedings may be brought against him or her for violation of World Rugby Regulation 21.2.5 (Tampering or Attempted Tampering) or 21.2.9 (Complicity) or misconduct and sanctioned accordingly.

### **20.13 Disciplinary Process**

- 20.13.1 This Regulation shall apply where an Anti-Doping Rule Violation may have been committed by a Player, Player Support Personnel or a person under the jurisdiction of the RFU.
- 20.13.2 The RFU Legal and Governance Director has the power to impose a provisional suspension pursuant to World Rugby Regulation 21.7.9 and the Player, Player Support Personnel or other person alleged to have committed a breach of World Rugby Regulation 21 shall be notified accordingly. For the avoidance of doubt, this power may be exercised before any determination on case to answer is made pursuant to Regulation 20.13.3.
- 20.13.3 UKAD shall review any potential Anti-Doping Rule Violation and confirm whether the Player, Player Support Personnel or other person has a case to answer. The decision of UKAD shall be communicated, via the RFU, to the person alleged to have committed the Anti-Doping Rule Violation.
- 20.13.4 The RFU shall (if UKAD has determined there is a case to answer) bring a charge in relation to an alleged breach of World Rugby Regulation 21. Where a charge is brought, the RFU shall, subject to Regulation 20.18, instruct the National Anti-Doping Panel ("NADP") to appoint an independent Panel to hear the case. The Player, Player Support Personnel or other person charged shall be sent a notification of the hearing. All hearings in such a case shall be carried out in accordance with (i) the procedural guidelines set out in World Rugby Regulation 21.8.2.6, and (ii) the NADP Procedural Rules (except if inconsistent with any provision of World Rugby Regulation 21, in which case that Regulation shall prevail).
- 20.13.5 Nothing in Regulation 20.13 shall prevent the RFU from bringing a charge against a Player, Player Support Personnel or other person for breach of any other RFU Rule or Regulation.

### **20.14 Appeals to the NADP Appeal Panel**

- 20.14.1 In cases which do not arise from participation in an International Event and do not involve International Level Players, where a decision stipulated in World Rugby Regulation 21.13.2 has been made by an independent NADP Panel constituted under RFU Regulation 20.13.4, the route of appeal in accordance with World Rugby Regulation 21.13.2.2 shall be to the NADP Appeal Panel. The persons entitled to bring such an appeal are stipulated in World Rugby Regulation 21.13.2.3. Where such an appeal is brought, the RFU shall instruct the NADP to appoint an



independent Appeal Panel to hear the case.

- 20.14.2 Appeals to the NADP Appeal Panel in accordance with RFU Regulation 20.14.1 shall be conducted in accordance with the NADP Procedural Rules (except if inconsistent with any provision of World Rugby Regulation 21, in which case the World Rugby Regulations shall prevail).

## **20.15 Appeals to the Court of Arbitration for Sport**

- 20.15.1 The ultimate appellate body in respect of any proceedings where an Anti-Doping Rule Violation may have been committed by a Player, Player Support Personnel or any other person under the jurisdiction of the RFU is the Court of Arbitration for Sport ("CAS").
- 20.15.2 In cases which arise from participation in an International Event or in cases involving International-Level Players, the first and exclusive appeal against a first-instance decision of the NADP constituted under RFU Regulation 20.13.4 shall be, in accordance with World Rugby Regulation 21.13.2.1, to CAS. The persons entitled to bring such an appeal are stipulated in World Rugby Regulation 21.13.2.3.
- 20.15.3 In cases which do not arise from participation in an International Event and do not involve International-Level Players, where an appeal decision has been made by an independent NADP Appeal Panel constituted under RFU Regulation 20.13.1, the following parties shall, in accordance with World Rugby Regulation 21.13.2.3, have the right to appeal to CAS: (a) WADA, (b) the International Olympic Committee, (c) the International Paralympic Committee and (d) World Rugby. In the event of such an appeal, then cross-appeals and other subsequent appeals shall be specifically permitted in accordance with World Rugby Regulation 21.13.2.4.
- 20.15.4 The time limits for filing an appeal to CAS are set out in World Rugby Regulation 21.13.7. Appeals to CAS under RFU Regulations 20.15.2 and 20.15.3 shall be conducted in accordance with the relevant provisions of the Code of Sports-related Arbitration.

## **20.16 General**

Any deviation from these Anti-Doping Regulations shall not invalidate any finding, decision or Adverse Analytical Finding unless such deviation(s) is such as to cast material doubt on any finding, decision or Adverse Analytical Finding.

## **20.17 Prohibition on Private Testing for Illicit Drugs**

The independent private testing/screening of Players for prohibited substances and/or Illicit Drugs (as defined in the RFU Illicit Drugs Policy) by a Club or a Player (or by a third party with a Club and/or Player's knowledge) for whatever reason is prohibited.

## **20.18 Prompt Admission of an Anti-Doping Rule Violation after being confronted with a violation sanctionable under World Rugby Regulation 21.10.2.1 or Regulation 21.10.3.1**

- 20.18.1 A Player or other Person potentially subject to a four-year sanction under World Rugby Regulation 21.10.2.1 or 21.10.3.1 (for evading or refusing Sample Collection or Tampering with Sample Collection), by promptly admitting the asserted anti-doping rule violation after being confronted by the RFU, and also upon the

approval and at the discretion of both WADA, UKAD and the RFU, may receive a reduction in the period of Ineligibility down to a minimum of two years, depending on the seriousness of the violation and the Player or other Person's degree of Fault.

- 20.18.2 Where the RFU has proposed a reduction in the period of ineligibility under Regulation 20.18.1, and the Player or other Person has agreed to it, that period of ineligibility shall be imposed administratively by the RFU Legal and Governance Director and need not be ratified by the NADP.
- 20.18.3 If the Player or other Person concerned does not agree to the period of ineligibility imposed by the RFU Legal and Governance Director within 14 days of notification of the proposal, then the charge shall be determined by the NADP.





# RFU REGULATIONS

## RFU REGULATION 21 – SAFEGUARDING

### Definitions

**‘Bar’** means a restriction imposed on an individual’s involvement in Rugby Union on such terms as may be determined by the RFU in accordance with this Regulation. “Barred” means subject to a Bar.

**‘CB Safeguarding Manager’** means a person designated to manage safeguarding at a Constituent Body.

**‘Child’** means a person under the age of eighteen years as defined by the UN Convention on the Rights of the Child and ‘Children’ people under the age of 18.

**‘Club Safeguarding Officer’** means a person designated to manage safeguarding at a Club.

**‘DBS’** means the Disclosure and Barring Service.

**‘DBS disclosure’** means a DBS disclosure issued by the Disclosure & Barring Service (DBS) - including any renewal Disclosures. For individuals applying to engage within the Children’s Workforce the RFU will require an Enhanced with Children’s barred list check.

**‘DBS cleared’** means a person whose DBS disclosure has been cleared by the RFU.

**‘Harm’** means ill-treatment or the impairment of health or development including, for example, impairment suffered from seeing or hearing the ill-treatment of another as defined by the Childrens Act 1989.

**‘Legal Officer’** means one of the RFU’s in-house lawyers.

**‘Offence’** means any criminal offence.

**‘Policy’** means the RFU’s Safeguarding Policy, Guidance and Procedures (as amended from time to time) and the RFU Safeguarding Adults at Risk in Rugby Union Policy and Procedures or any other successor policies and procedures for the safeguarding of Children and vulnerable adults. These Policies are binding on all those involved in Rugby Union.

**‘Referral Management Group’** (‘RMG’) means an RFU appointed group charged with assessing the risk that individuals pose to children.

**‘Regulated Activity’** means the statutory definition of the term as set out in the Safeguarding Vulnerable Groups Act 2006 (as amended) that for the RFU’s purposes shall be construed as meaning: (i) any coaching and training of children; and/or (b) any teaching, instruction, care or supervision of children, carried out by the same person frequently (once a week or more often), or on four or more days in a 30 day period, or overnight. For more detailed information and examples of what constitutes Regulated Activity, please see the Policy.

**‘Rugby Union’** means any form of rugby played under the jurisdiction of the RFU,

including but not limited to, all age-grade rugby, fifteen-a-side, sevens, touch and tag.

**‘RFU Appeal Panel’** means an appeal panel appointed pursuant to this Regulation and in accordance with the process set out in RFU Regulation 19.

**‘RFU Safeguarding Team’** means the team of executive staff within the RFU that is responsible for safeguarding.

All other Definitions used in these Regulations will bear the same meaning as those set out in RFU Regulation 1.

## **21.1 General**

- 21.1.1 The RFU has jurisdiction to deal with any allegation of abuse of a Child, any breach of the Policy and/or any breach of these Regulations.
- 21.1.2 Any allegations of abuse of a Child shall be dealt with in accordance with these Regulations and the Policy. All those whose activities are covered by these Regulations and the Policy must comply with the requirements set out in each.
- 21.1.3 Any person involved in Rugby Union must report all club safeguarding concerns of which they become aware to the RFU Safeguarding Team
- 21.1.4 Each Club with a mini and/or junior section must have a Club Safeguarding Officer. A Club Safeguarding Officer must attend an In Touch course within 6 months of their appointment.
- 21.1.5 Each Constituent Body must have a CB Safeguarding Manager. A CB Safeguarding Manager must attend the RFU Annual Training Conference.
- 21.1.6 In order to investigate a referral, and before deciding whether or not there is a case to answer, the RFU Safeguarding Team may require a person, Player or Club to provide information or attend a meeting.
- 21.1.7 Information collated in the course of an investigation under these Regulations and any documentation relating to any decision reached shall be recorded and retained by the RFU for such period as is necessary and proportionate for the purposes of enabling the RFU to safeguard children and in accordance with the Data Protection legislation.
- 21.1.8 Safeguarding investigations and DBS Disclosures will be dealt with by the RFU Safeguarding Team and, where necessary, will be referred to the RMG or a sub-group of the RMG for consideration. Should there be a requirement to establish a finding of fact in a particular case, the case will be referred from the RMG (or sub-group thereof) to the RFU Discipline department for investigation and proceedings under RFU Regulation 19.

## **21.2 DBS Disclosures**

- 21.2.1 Clubs, Constituent Bodies, Referees Societies or National Representative Bodies must not engage anyone or appoint a volunteer to work in Regulated Activity on a paid or voluntary basis who is not DBS cleared, subject to the exception in RFU Regulation 21.2.2.
- 21.2.2 An adult who works in Regulated Activity with Children in Rugby Union in England

must comply with the requirements of the RFU's DBS process. These requirements are:-

- (i) to apply for a DBS disclosure processed through the RFU Safeguarding Team within four weeks of their employment or appointment; and
- (ii) to provide the DBS certificate and any such further detail, explanation or clarification of any or all part or parts of that DBS disclosure as may be required by the RFU Safeguarding Team; and
- (iii) to provide, on request from the RFU Safeguarding Team, references that attest to their suitability to be involved in working in Regulated Activity in Rugby Union; and
- (iv) to provide, on request from the RFU Safeguarding Team, any decisions from any other body that may be relevant and such other information as the RMG considers appropriate;

and in respect of the above, the RMG may take into account any such information when determining whether the individual should be cleared to work with children.

Whilst awaiting their DBS disclosure a person may temporarily work on a paid or voluntary basis with Children provided that they are supervised at all times during any activity involving Children by a person who is DBS cleared within the Club, Constituent Body, Referees Societies or National Representative Body (as applicable)

- 21.2.3 Any person who fails to comply with the RFU's DBS process or is not DBS cleared may be prevented from participating in Rugby Union by being Barred as set out in this Regulation or may be designated as not cleared to work in Regulated Activity by the RFU Safeguarding Team. Any barring decision shall be subject to a right of appeal in accordance with these Regulations.
- 21.2.4 DBS disclosures are valid with the RFU for 3 years. All adults who have DBS disclosures and wish to continue to work in Regulated Activity must apply to the RFU to renew their DBS disclosure before the expiry of the 3 years.
- 21.2.5 If a person working in Regulated Activity is cautioned or convicted of an Offence they must notify the RFU Safeguarding Team of the caution or conviction and provide full details. They may be required to complete a new DBS check if it is considered appropriate by the RFU Safeguarding Team.
- 21.2.6 If an individual is Barred by the RFU from working in Regulated Activity, the RFU will refer that individual to the DBS in accordance with the Safeguarding Vulnerable Groups Act 2006 (as amended). If a Barred individual is not working in Regulated Activity but the RFU has concerns about a possible risk that individual poses to children then the RFU may refer that individual to the DBS.
- 21.2.7 Any organisation that provides individuals to Clubs or schools to work (whether paid or not) in Regulated Activity with children in Rugby Union must comply with the RFU DBS process as outlined in this Regulation. Any Clubs or schools using such an organisation must require them contractually to provide individuals who have been through the RFU DBS process.

### **21.3 Barring by the RFU**

21.3.1 An individual may be Barred from playing in or attending rugby matches and/or participating in all or any other Rugby Union activity including, for the avoidance of doubt, from being in a clubhouse when children are, or are likely to be, present for such period and on such terms and conditions as the Legal Officer (upon recommendation from the RMG) considers necessary on a case-by-case basis.

21.3.2 A Bar may be imposed when the Legal Officer receives:

- (a) notification that an individual has been charged with an Offence;
- (b) notification that an individual is the subject of an investigation by the Police, Social Services or any other authority relating to an Offence;
- (c) notification that an individual has been convicted of, or made the subject of a caution in respect of, an Offence;
- (d) notification of the outcome of an investigation by the Police, Social Services or any other authority relating to an Offence; and/or
- (e) any other information which causes the Legal Officer to believe that a person poses or may be a risk of Harm to a Child.

21.3.3 In determining whether a Bar should be imposed the Legal Officer shall give consideration to, but not limited to, the following factors:

- (a) whether a Child may be at risk of Harm;
- (b) whether the matters or offences alleged are of a serious nature; and/or
- (c) whether a Bar is necessary or desirable to protect a Child or Children from Harm.

21.3.4 If the Legal Officer Bars an individual they will be promptly notified by the RFU. The notification shall:

- (a) set out the reasons why the Bar has been imposed;
- (b) advise that the individual has 14 days from the date of the notification in which to appeal the decision (with the exception of an interim bar imposed in accordance with Regulation 21.3.5(a)); and
- (c) that the RFU Safeguarding Team will notify the relevant statutory authorities once the appeal period has passed or if any appeal is unsuccessful.

21.3.5 A Bar may be imposed for:

- (a) an interim period (before, during and pending the outcome of an investigation or to enable the RFU to make further enquiries or seek further information); or
- (b) a specified period (if, after further investigation or if an investigation is completed), the conduct is such that it merits a Bar and/or criminal proceedings or investigations are underway); or

- (c) indefinite period (if it is considered that the conduct and potential ongoing risk to Children or a Child is such that it is considered necessary, reasonable and proportionate).

Subject in each case to any right of appeal set out in Regulation 21.4.

- 21.3.6 The RFU will promptly notify the individual of the details of the Bar. The Barring notice shall be copied to the applicable Club, any relevant Constituent Bodies and/or the Referee Societies and a referral and/or notification may also be made to any relevant authorities, other sports' governing bodies and/or any such other individuals and bodies on a need to know basis.
- 21.3.7 The Legal Officer may review a Bar at any time if they choose to do so. When imposing a Bar, the Legal Officer may specify that the Bar will be reviewed after a certain period of time determined by the Legal Officer, or upon a certain event (such as the completion of an investigation by another agency, or a criminal prosecution).
- 21.3.8 An individual who has been Barred for an indefinite period may also request that a Bar be reviewed at the stated review point stipulated in the Bar notification, and the RFU will review the Bar if it is satisfied that there is new evidence not previously considered by the RFU which shows that the risk posed to children by the individual has reduced.
- 21.3.9 The Legal Officer may decide to lift a Bar at any time if he/she decides that the circumstances justify this.
- 21.3.10 If a Bar is for a fixed term, the Bar will lift at the expiry of that term (unless ended earlier by the RFU under Regulation 21.3.9).

## **21.4 Appeals**

- 21.4.1 To bring an appeal under these Regulations, the individual must give notice in writing to the RFU's Head of Discipline requesting such an appeal within the 14 day deadline set out in the notification. The notice must include the grounds for the appeal together with any supporting documentation and must be accompanied by the relevant administration fee.
- 21.4.2 An individual subject to a specified or indefinite Bar only has the right to appeal to an Appeal Panel on the grounds that the decision by the Legal Officer to impose a Bar was irrational or unreasonable in the circumstances.
- 21.4.3 An individual subject to an interim Bar does not have a right to appeal but is entitled to request a review of such Bar upon 90 day intervals from the date of the original Bar. Upon such request, the RFU may review the Bar if it is satisfied that there is new evidence not previously presented to the RFU.
- 21.4.4 The decision of the Legal Officer shall remain in full force and effect until the matter is dealt with by an Appeal Panel.
- 21.4.5 Where an appeal is lodged within the 14 day deadline, an Appeal Panel shall be set up and the appeal process and hearing shall be conducted in accordance with RFU Regulation 19.
- 21.4.6 The Chairman of the Appeal Panel may make any directions concerning the conduct of the appeal hearing including with regard to the provision of evidence by any Child

affected or potentially affected as he or she considers appropriate.

21.4.7 The Appeal Panel shall have the power to:

- (a) allow or dismiss the appeal; and/or
- (b) increase, decrease or remove any risk management provisions or other terms of the Bar; and/or
- (c) lift the Bar; and/or
- (d) remit the matter, with such directions as it thinks fit, for reconsideration.

21.4.8 In the event that an appeal is partially or wholly successful by the appellant, the Legal Officer shall either:

- (a) amend the Bar as directed by the Appeal Panel and communicate this to the appellant; or
- (b) should the matter be remitted back to the RFU for reconsideration, consider the next steps and communicate these to the appellant.

## **21.5 Adults at Risk**

The RFU Safeguarding Adults at Risk Policy which can be found at [www.englandrugby.com/mm/Document/Governance/Safeguarding/01/31/32/34/SafeguardingAdultspolicyandprocedures\\_Neutral.pdf](http://www.englandrugby.com/mm/Document/Governance/Safeguarding/01/31/32/34/SafeguardingAdultspolicyandprocedures_Neutral.pdf) sets out the definition of an 'Adult at Risk' and the procedures to follow if any concerns arise relating to an Adult at Risk. If an individual is working with Adults at Risk they may be in Regulated Activity as defined in the Safeguarding Vulnerable Groups Act 2006 and the Protection of Freedoms Act 2012 in which case it may be necessary to obtain a DBS disclosure and check the individual against the Adults barred lists. The provisions of RFU Regulation 21 are applicable to Adults at Risk in Rugby Union and those working with them in the same way as they apply to Children in Rugby Union and those working with them.

