

## **REGULATIONS OF THE IRISH RUGBY FOOTBALL UNION**

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The Committee of the Union has made the following regulations which are binding on all parties affected by these regulations.

## **1. GENERAL**

These regulations are supplemental to the regulations relating to the Game made by World Rugby (formerly the International Rugby Board) (World Rugby Regulations) which are binding on the I.R.F.U. and all its members and for greater detail reference should be made to the World Rugby Regulations.

Where capitalised words are used in these regulations they shall have the meaning defined in the World Rugby Regulations.

## **2. REGULATIONS GOVERNING MATCHES AGAINST TEAMS FROM OTHER UNIONS**

See World Rugby Regulations 16.

2.1 The written consent of the I.R.F.U. must be obtained for the arrangements by Club, School, Branch or Rugby Body affiliated to or recognised by the I.R.F.U. for a visit to any country outside Ireland or for matches in Ireland against a visiting team from such a country.

2.2 In the case of a Club or School, a written application for consent in respect of any such match shall be made to the Branch to which the Club or School is affiliated and subject to approval by such Branch, the Branch shall forward the application to the I.R.F.U. for approval.

2.3 In the case of an application by a Branch or Rugby Body, such written application for approval shall be made by it to the I.R.F.U.

2.4 Applications for approval must be made not later than one month before the departure date for the match outside Ireland or the date of the match in Ireland.

2.5 An application for approval for a match or series of matches outside Ireland must

2.5.1 Be accompanied by full information as to the matches to be played, the number of players and management to travel in the party and the proposed financial arrangements.

2.5.2 Indicate that the approval of the Union of the overseas team has been sought or has been given.

2.6 Written consents must have been exchanged between the two Unions before the party leaves Ireland or in the case of a visiting team, before that team plays a match in Ireland.

## **3. REGULATIONS GOVERNING SCRATCH TEAMS.**

3.1 For the purpose of these regulations a Scratch Team is one which is neither

3.1.1 a Club team  
nor

3.1.2 a National Representative Team or the team of a Rugby Body.

3.2 No Scratch Team shall be permitted to play in a match unless approval has first been obtained from the Branch in whose Province the match is due to take place.

3.3 The approval of the said Branch should be given only for special events.

The Committee of the Union shall be informed by the Branch of matches for which approval is given.

- 3.4 Where the Scratch Team includes players who are members of Clubs affiliated to another Branch, approval for their participation must be obtained from the other Branch.
- 3.5 Where the Scratch Team includes players from another Union, the Branch shall obtain the approval of the I.R.F.U.
- 3.6 Consent of the Unions concerned and of World Rugby is required for a match, series of matches, tour or tournament in another Union by a Scratch Team.

#### **4. REGULATIONS RELATING TO MOVEMENT OF INDIVIDUALS BETWEEN UNIONS**

See World Rugby Regulation 4.

- 4.1 A player leaving or proposing to leave Ireland to play in another Union must receive a Clearance both from the I.R.F.U. and the other Union. To obtain this he must complete a World Rugby Clearance form and send it to the I.R.F.U. for approval. The I.R.F.U. shall be entitled to refuse consent if the player concerned has not fulfilled any of his obligations under the terms of his contract with the I.R.F.U., Rugby Body or Club. The I.R.F.U. will retain the original form and send a copy to the individual and the other Union.
- 4.2 If a player from another Union wishes to play in Ireland he must obtain a clearance from his own Union and the I.R.F.U. The player must complete a World Rugby clearance form and return it to his own Union. Copies of the Clearance will be sent to the player and the I.R.F.U. by the other Union. The Club which the player proposes to join in Ireland must obtain from the I.R.F.U. its approval before such player plays at any level in Ireland.
- 4.3 If a player, coach or referee is invited to play or officiate in a match or participate on a course in another Union he must first obtain the consent of the I.R.F.U.
- 4.4 If a player, coach or referee of another Union is invited by a Club or Branch to play, coach or referee in Ireland, the host Club or Branch must obtain the consent of the I.R.F.U. The individual must obtain the consent of his own Union before accepting the invitation.

#### **4.5 Eligibility to Play in Competitions**

All players in competitions in Ireland must comply with the regulations for such competitions. The fact that the necessary approval to play in Ireland has been obtained by the player does not, of itself, make the player eligible to play in a particular competition.

#### **4.6 Clearance Procedures**

An Irish player, coach or referee seeking permission to play or officiate in another Union may obtain the appropriate Clearance forms from the I.R.F.U. A player, coach or referee from another union seeking to play or officiate in Ireland should obtain the appropriate Clearance forms from his own Union.

### **5 DISCIPLINARY COMMITTEES**

The disciplinary committees of the Union are the Disciplinary Committee and the Committee of Appeal

### 5.1. **Disciplinary Committee**

This is a Sub Committee of the Committee of the Union to hear disciplinary cases relating to sendings off, citings, misconduct or conduct (whether or not involving or relating to player participation) which is detrimental to the best interests of the Union or the Game, or any other matter referred to it from time to time by the Committee and including:

#### 5.1.1 Matters arising from:-

- (i) Matches in the All Ireland League and Cup;
- (ii) Matches involving Branch Representative Teams (but excluding Schools and Youth teams);
- (iii) All other matches under the jurisdiction of the Union not being matches under the jurisdiction of a Branch;
- (iv) Acts or omissions to act, including for the avoidance of doubt breaches of codes of conduct of the Union, its Committee or its sub-committees

5.1.2 Matters referred by the Chief Executive on the recommendation of the Disciplinary Officer of the Union;

5.1.3 Matters relating to Regulations 6 and 9 of these Regulations.

### 5.2 **Committee of Appeal**

This is a Sub Committee of the Committee of the Union to hear appeals from the Disciplinary Committee and the League Sub Committee provided for in Regulation 9 (“the League Sub Committee”)

### 5.3 **Composition of the Disciplinary Committees**

5.3.1 The Committee of the Union shall appoint:-

- (i) The Chairman of the Disciplinary Committee and the Chairman of the Committee of Appeal both of whom shall be members of the Committee;
- (ii) A panel (“the Panel”) of persons, preferably with experience in disciplinary matters or with a legal or rugby background, who need not be members of the Committee of the Union to be members of the Disciplinary Committees.

5.3.2 The Chairman of the Disciplinary Committee shall select the members of each hearing committee (“the hearing committee”) including the chairman thereof from the Panel.

5.3.3 The Chairman of the Committee of Appeal shall select the members of each hearing committee including the chairman thereof from the Panel.

5.3.4 The chairman of a hearing committee shall, where possible, be a member of the Committee of the Union. The members of a hearing committee need not be members of the Committee of the Union.

- 5.3.5 The hearing committee shall not include any person who is a member of a club with any direct interest in the issue under consideration.
- 5.3.6 The quorum for any hearing committee shall consist of a chairman and two other members of the Panel.
- 5.3.7 If a member of any hearing committee (other than the chairman) is unable or unwilling, for any reason, to act, then the Chairman of the Disciplinary Committee or the Committee of Appeal may, in his absolute discretion, either;
- (i) Appoint another member of the Panel as a replacement; or
  - (ii) Appoint a new hearing committee.

#### 5.4 **Branch Disciplinary Committees**

Each Branch shall set up a Disciplinary Committee and a Committee of Appeal which shall have power to act in the name of the Branch in dealing with disciplinary cases, sendings off, citings, misconduct or conduct detrimental to the best interests of the Union or the Game, whether on or off the playing enclosure, arising from matches under the jurisdiction of, or approved by, the Branch or to be dealt with by the Branch pursuant to Regulation 5.9

#### 5.5 **Disciplinary Officer**

5.5.1 The Committee of the Union shall appoint a Disciplinary Officer who shall be an employee of the Union.

5.5.2 The functions of the Disciplinary Officer shall be:

- (i) To receive disciplinary reports, complaints and appeals on behalf of the Union, to convene the appropriate hearing committee to deal with the case and to communicate its decision to the relevant parties;
- (ii) To act as Rugby Administration Manager of the Union to include the administration of the All Ireland League and Cup;
- (iii) To investigate cases of alleged misconduct or any conduct alleged to be detrimental to the best interests of the Union or of the Game, whether on or off the field of play, and whether or not the incident has been dealt with by the match officials, and to recommend to the Chief Executive, in appropriate cases, that the matter be referred to the Disciplinary Committee;
- (iv) To advise the Chief Executive of the names of persons for appointment as Match Commissioners, or Citing Commissioners, or to act on the Panel for the hearing committees.

#### 5.6. **Committee Procedures**

In these Regulations the expression, the “hearing committee”, shall include the Disciplinary Committee and Committee of Appeal set up by a Branch and the Disciplinary Committee and the Committee of Appeal set up by the Union.

5.6.1

- (i) The chairman of the hearing committee shall confirm to the parties involved the date, time and place at which the hearing will take place:

- (ii) Any objection to the composition of a hearing committee shall be made not later than 48 hours before the date of the hearing, failing which any objection shall be deemed to have been waived, provided only that if the composition of the hearing committee has not been notified to the parties or it has been changed, so that it is not practicable to object 48 hours before the hearing, the objection may be made at the commencement of the hearing;
- (iii) The chairman of a hearing committee shall be entitled to determine any pre-hearing procedural or evidential issues or disputes without recourse to the other members of the hearing committee;
- (iv) Subject to the requirements of natural justice the procedures to be adopted at the hearing shall entirely be at the discretion of the hearing committee;
- (v) A hearing committee may require any person to attend the hearing as a witness and shall be entitled to call experts to provide specialist advice, including legal advice;
- (vi) The chairman of a hearing committee shall be entitled to postpone or adjourn a hearing at his own discretion;
- (vii) All proceedings before a hearing committee shall be held in private unless otherwise ordered by the hearing committee;
- (viii) A decision of a hearing committee shall be valid if taken by a majority of the members of that committee. No member of a hearing committee may abstain from any decision. Where a hearing committee has an even number of members and the members of such committee are unable to come to a unanimous or majority decision, then the chairman shall have a casting vote;
- (ix) In any case where a hearing committee is required to consider:-
  - (a) An incident of alleged foul play it may decide to impose a penalty or take such action as it deems appropriate in all the circumstances;
  - (b) A referee's decision to send off a player, the hearing committee may review the referee's reasons for the decision and the circumstances surrounding it. In any such case the hearing committee shall not make a finding contrary to the referee's decision unless it is satisfied, on the balance of probabilities, that on the evidence adduced by or on behalf of the player, the referee's reasons for his decision were wrong;
  - (c) an incident of alleged foul play which has not been the subject of a determination on the field of play by a referee it shall not impose any penalty unless it is satisfied, on the balance of probabilities, that the allegation is proved.
- (x) At any hearing the absence of any party or witness shall not, of itself, prevent the hearing committee from hearing and determining the matter.
- (xi) Where a hearing committee requests a Branch, Club, player or person to provide information in relation to any matter, a reasonable time limit may be permitted and notified for the provision of such information and in the event that such time limit is not complied with, the hearing committee may deal with the matter in the absence of such information.

## 5.7 Enforcement Powers

5.7.1 Where there is a breach or non-observance of any regulation, law or code of conduct, misconduct, or any other disciplinary matter, or a failure to fulfil a fixture, or non-compliance with any regulation, requirement or decision of a committee or in any case considered to be detrimental to the best interests of the Game or the Union the hearing committee shall be entitled in its absolute discretion to impose any one or more of the following sanctions or penalties on the offending Branch, Club, player or person, as the case may be:-

- (i) A caution, a warning as to future conduct, or a reprimand;
- (ii) A fine;
- (iii) The requirement to replay a match at such time and at such venue as is thought fit;
- (iv) The forfeiture of, and/or the granting to an other club or clubs, of the competition points for a match;
- (v) The deduction of competition points;
- (vi) The suspension or expulsion of the Branch, Club, player or person for such period as may be deemed appropriate;
- (vii) Such other penalty or sanction as may be deemed appropriate;
- (viii) Make a payment of costs.

## 5.8 **Disciplinary Procedures.**

### 5.8.1 **Sendings Off**

The referee, unless exceptional circumstances make it impossible, shall, within twenty four hours of the end of the match in which he sent the player off the field of play, send to the Secretary of the Branch and the Secretary of the Association or Society of Referees, or in the case of All Ireland League and Cup matches the Disciplinary Officer of the Union, a written report incorporating:

- (i) The name of the player and his club;
- (ii) The circumstances in which the player was sent off the field of play;
- (iii) The reason or reasons for the sending off;
- (iv) Any other circumstances he considers material.

### 5.8.2 **Citings**

#### 5.8.2.1 **Citings involving Citing Commissioners**

Where the Union appoints an independent Citing Commissioner to act on its behalf for matches under its jurisdiction World Rugby Regulation 17 shall apply to any such appointment.

#### 5.8.2.2 **Citings not involving Citing Commissioners**

- (i) Where a player commits an act of foul play which would warrant the player concerned being sent off, which has not been detected by the match officials, then in such circumstances, either the Union, clubs, or organisations participating in the match have the discretion to cite that player in writing to the Union or the Branch having jurisdiction over the match.
- (ii) A citing can be made by any of the participating organisations (i.e. Union, Branch, Club, Referees' Association or Society) through its Disciplinary Officer or its Secretary.
- (iii) A citing must be made in writing within seventy two hours of the end of the day of the alleged incident to the Secretary of the player's Branch or the Disciplinary Officer of the Union giving the following information:

- (a) The date and place of the alleged incident;
  - (b) The name of the Club and the team of the alleged offender;
  - (c) The name of the opposing team; and
  - (d) Full details of the alleged incident.
- (iv) The player, his club, the referee and where applicable the touch judges, shall be sent copies of the citing complaint.
  - (v) The citing Club or participating organisation shall be required to send a representative to the hearing. Failure to do so shall result in the complaint being summarily dismissed.
  - (vi) A cited player, other than a player cited by a Citing Commissioner, may continue playing the game until suspended by a hearing committee

### 5.8.3 Procedures in sendings off and citings.

#### 5.8.3.1

- (i) All disciplinary matters referred to in Regulation 5.4. above, shall be dealt with by the Branch ;
- (ii) All other cases shall be dealt with by the Disciplinary Committee of the Union.

#### 5.8.3.2

- (i) The referee or other match official as appropriate, shall be invited, and shall be expected to attend the hearing committee at which the allegation against a player will be dealt with for the purpose of assisting the hearing committee in reaching its decision.
- (ii) The referee or other match official shall be entitled to be represented by a person of his own choice at the hearing committee.
- (iii) The absence of the referee or other match official shall not prevent the hearing committee dealing with the case nor shall such absence, if any, invalidate the decision of the hearing committee.

5.8.3.3. The player sent off or cited shall be informed by the Branch or the Union, as appropriate, through his own club as soon as possible of:

- (i) The reason for his sending off, including a copy of the match official's report, or if the player is cited, a copy of the citation;
- (ii) The date, place and time of the hearing and where practicable the members of the hearing committee;
- (iii) The date and place of the alleged incident and the names of the teams involved;
- (iv) A requirement that he appear in person before the hearing committee and that if he be unable to do so that he shall contact the chairman of the hearing committee immediately.

#### 5.8.3.4.

- (i) Only in exceptional circumstances should a hearing be dealt with in the absence of the player;



- (ii) When necessary, the hearing committee should accommodate a reasonable request by the player that the hearing be postponed or adjourned;
- (iii) The player shall be entitled to be accompanied by up to two persons one of whom may be a legal representative at the hearing.

5.8.3.5. A player who has been sent off shall not play the game pending determination of his case.

## 5.9 Committee Decisions

5.9.1. The hearing committee in making its decision in the case of illegal or foul play shall have regard to the IR.B. Sanctions and Procedures contained in Appendix I below.

5.9.1.1 If the hearing committee finds on the facts established before it that the offence referred to in the referee's report or in the citation has not been proved but that a lesser offence has been committed by the player, it may decide to sanction the player for such lesser offence.

5.9.1.3 In the case of misconduct the hearing committee shall have the power to impose any one or more of the following sanctions which sanction may, where appropriate, be suspended:-

- (i) A caution, a warning as to future conduct, or a reprimand;
- (ii) A fine;
- (iii). The requirement to replay a match at such time and at such venue as is thought fit;
- (iv) The forfeiture of, and/or the granting to an other club or clubs, of the competition points for a match;
- (v) The deduction of competition points;
- (vi) The suspension or expulsion of the Branch, Club, player or person for such period as may be deemed appropriate;
- (vii) Such other penalty or sanction as may be deemed appropriate;
- (viii) Make a payment of costs.

5.9.2 The Disciplinary Officer and the parties shall be notified in writing as soon as practicable after a decision of the hearing committee has been made.

5.9.3 In cases where the Branch deals with disciplinary matters under Regulation 5.4 above, in the event of the player being from a visiting club affiliated to another Branch of the Union, the referee's report or citation shall be sent by the Secretary of the Branch under whose jurisdiction the game was played to the Secretary of that other Branch which shall deal with the hearing.

5.9.4 In the event of the player being from a visiting club affiliated to another Union, the referee's or match official's report or citation shall be sent by the Secretary of the Branch under whose jurisdiction the game was played to the Chief Executive of the Union who shall forward it to that other Union to deal with the hearing.

## 5.10 Appeals

### 5.10.1 Right of Appeal

#### 5.10.1.1

- (i) An appeal may be brought to the Committee of Appeal by a Branch, club or player from a decision of the Disciplinary Committee or the League Sub Committee.
- (ii) An appeal may be brought to the Branch Committee of Appeal by a club or player from a decision of its Disciplinary Committee.

5.10.1.2 The filing of a notice of appeal against a decision of a hearing committee shall not act as a stay on or deferral of any penalty or sanction imposed by the hearing committee.

5.10.1.3 In all cases the decision of the Committee of Appeal shall be final and binding on all parties and shall neither be appealed nor reviewed in a court of law.

## 5.10.2 **Notice of Appeal**

5.10.2.1 For an appeal to be valid, the party making the appeal (the “appellant”) shall comply with the following conditions:

- (i) File a notice of appeal (the “notice of appeal”) and comply in all respects with regulation 5.10.2.1(ii) below, with the Disciplinary Officer of the Union or the Branch as is appropriate not more than fourteen days after the date of the decision being appealed against. The notice of appeal shall be deemed to have been filed when it is received by the Disciplinary Officer of the Union or the Branch as the case may be;
- (ii) Sign the notice of appeal and set out thereon:-
  - (a) The date of the decision appealed against;
  - (b) The specific aspect(s) and parts of the decision being challenged, and
  - (c) The specific grounds of challenge. No further grounds of challenge may be advanced without the express prior consent of the Committee of Appeal.
- (iii) When an appeal is made on behalf of a player by a club it shall only be done with the prior written consent of the player.
- (iv) The notice of appeal must be accompanied by a sum of €500.

5.10.2.2. The appellant must serve a copy of the notice of appeal on all the other parties to the original proceedings all of whom shall be deemed to be parties to the appeal.

5.10.2.3. Where the conditions above are not fully complied with the appeal shall be deemed to be invalid and shall be dismissed by the chairman of the Committee of Appeal unless the appellant demonstrates sufficient cause and establishes exceptional circumstances to the chairman to exercise his absolute discretion to permit the appeal to proceed. If the appeal is dismissed pursuant to this regulation the original decision appealed against shall be deemed to be final and binding.

## 5.11 **Appointment of the Committee of Appeal**

5.11.1 When a notice of appeal is filed, the Chairman of the Committee of Appeal shall appoint three members from the Panel to sit as the hearing committee to hear the appeal.

5.11.2 None of the members of the Panel who sat on the Hearing Committee that made the decision being appealed may sit on the hearing committee.

## 5.12 **Decisions of Committee of Appeal**

5.12.1 The Committee of Appeal may:-

- (i) Affirm the decision appealed against;
- (ii) Set aside, in whole or in part, the decision appealed against;
- (iii) Substitute its own decision for the decision appealed against;
- (iv) Revoke or modify any direction or order as to costs;
- (v) Order that the whole or part of the € 500 paid by the appellant with the Notice of Appeal be refunded;
- (vi) Take any other step that it considers necessary to determine the appeal.
- (vii) Order a payment of costs.

5.12.2 The Committee of Appeal shall advise the parties of its decision which shall take effect immediately. The Committee shall confirm its decision in writing as soon as practicable after the hearing.

## 5.13 **General**

### 5.13.1 **Public Announcements**

The Disciplinary Officer may publish the decisions of the hearing committee as soon as is practicable after the decision has been communicated to the parties. The public announcement of the decision may be by release of the decision itself, or by way of a summary that includes details of the illegal or foul play or misconduct and of the sanctions imposed, if any.

5.13.2 Until such time as a decision is published all parties shall treat the proceedings and the decision itself as confidential.

### 5.14 **Multiple Incidents**

Two or more persons or parties may be dealt with at the same hearing committee where the issues and matters to be decided arise out of the same match, incident or facts.

### 5.15 **Conduct and Responsibility**

5.15.1 Clubs participating in matches are responsible and accountable for the conduct of their players, officials and members.

5.15.2 Clubs, players, officials and members must ensure:

- (i) That matches are played in accordance with disciplined and sporting behaviour;
- (ii) And that none of a club's players, officials nor members engage in any act or acts of misconduct;

5.15.3 For the avoidance of doubt a Club or player may be sanctioned for misconduct even if a referee has already penalised one or more players for his or their conduct during a match.

#### 5.16 **Technical and Procedural Breaches**

No proceedings, decisions, or orders made pursuant to these regulations shall be deemed invalid by reason only of any procedural or drafting omission or irregularity.

##### 5.16.1 **Extension of Time**

Where under these regulations any time is permitted or prescribed the hearing committee shall have discretionary power, on good cause shown, to extend, abridge or vary the prescribed time.

##### 5.16.2 **Communications**

All communications regarding any hearing shall be sent to the Disciplinary Officer or the Branch as the case may be.

##### 5.16.3 **Applicable Law**

These Regulations shall be governed by and construed in accordance with the Laws of the Republic of Ireland.

## **REGULATION 5**

### **APPENDIX 1**

#### **SANCTIONS AND PROCEDURES**

1. When imposing sanctions, the hearing committee dealing with and Sending Off and/or citing shall apply the World Rugby recommended penalties for Illegal and/or Foul Play set out hereunder.
2. The hearing committee shall undertake an assessment of the seriousness of the Player's conduct, which constitutes the offending and 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) where such incident(s) is expressly covered in Appendix 1. Such assessment of the seriousness of the Player's conduct shall be determined by reference to the following features of offending:
  - (a) The offending was intentional, that is, committed intentionally or deliberately;
  - (b) The offending was reckless, that is the Player knew (or should have known) there was a risk of committing an act of Illegal and/or Foul Play.
  - (c) The gravity of the Player's actions in relation to the offence:
    - (i) Nature of actions, manner in which offence committed including part of body used i.e. fist, elbow, knee or boot;
    - (ii) The existence of provocation and whether the Player acted in retaliation and or self-defence;
  - (d) The effect of the offending Player's actions on the victim (i.e. extent of injury, removal of Player from game);

- (e) The effect of offending Player's actions on the game;
- (f) The vulnerability of victim Player including part of victim's body involved/affected, position of Player, ability to defend himself;
- (g) The level of participation in the offending and level of premeditation;
- (h) Whether the conduct of the offending Player was completed or amounted to an attempt;
  - (i) Any other feature relevant to the offending.

Based on the assessment of the offence(s) under consideration against the above features of offending, the hearing committee shall categorise the offence(s) as being at the lower end, mid range or top end of the scale of seriousness of offending and identify the applicable entry point where set out hereunder.

For offences categorised at the top end of the scale of seriousness of offending, the hearing committee is entitled to identify an entry point between the period shown as the top end hereunder and the maximum sanction. (The plus sign against each top end period of suspension denotes this entitlement to flexibility.)

3. Having identified the applicable entry point for consideration of a particular incident, the hearing committee shall identify all relevant 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 factors include the following:
  - (a) An absence or lack of remorse and/or contrition on the part of the offending Player;
  - (b) The Player's status as a persistent offender of the laws of the game<sup>1</sup>;
  - (c) The need for a deterrent to combat a pattern of offending;
  - (d) Any other off field aggravating factor that the hearing committee considers relevant and appropriate.

<sup>1</sup> *The Player's disciplinary record in all competitions and (as appropriate) in other sports during his playing career from the age of 18 shall be considered by the hearing committee. In any case in which the hearing committee establishes that the player has previously been found by a hearing committee to have committed an act of Illegal and / or Foul Play and / or Misconduct, then the hearing committee in imposing any sanction on the player may in fixing that sanction take account of such offending as an aggravating factor.*

4. (a) Thereafter, the hearing committee shall identify all relevant mitigating factors and determine if there are grounds for reducing the period of suspension, if any. Mitigating factors include the following:
  - (i) The presence and timing of an acknowledgement of culpability/guilt by the offending Player;
  - (ii) A good record and/or good character;
  - (iii) The age and experience of the Player;

- (iv) The Player's conduct prior to and at the hearing;
  - (v) Remorse for the Player's actions and the victim Player;
  - (vi) Any other off field mitigating factor that the hearing committee consider relevant and appropriate.
- (b) In cases involving offending that has been classified as lower end offending, where there are compelling on-field and/or off-field mitigating features and a complete absence of on-field and/or off-field aggravating features, hearing committees may apply sanctions less than the lower end sanctions specified hereunder and, in this respect only, the lower end sanctions set out hereunder are not minimum sanctions.
- (c) In cases of multiple offending, hearing committees may impose sanctions to run either on a concurrent or on a consecutive basis provided that the total sanction is in all the circumstances proportionate to the level of the overall offending
5. The hearing committee shall in its written decision set out the reasoning for its findings, including the finding on culpability, how it has categorised the seriousness of the offence by reference to the standard features of offending set out in this Appendix how it applied aggravating and mitigating factors and conclude with the sanction, if any, imposed.
6. Whenever any period of suspension is imposed by the hearing committee the commencement of such suspensions may be deferred at the discretion of the hearing committee which imposed it based on this Appendix. Any suspension must be imposed until a stated date which should be fixed after taking into consideration all playing consequences of such suspension.
7. For cases involving Illegal and/or Foul Play, the hearing committee may not suspend the effect of any sanction to be imposed.

## WORLD RUGBY SANCTIONS FOR FOUL PLAY (REGULATION 17)

Law No.	Description	Entry Point Based on Scale of Seriousness of the Player's conduct, which constitutes the offending – Lower End (LE), Mid Range (MR), Top End (TE).	Maximum Sanction
<b>10.4(s)</b> <b>10.4(m)</b>	Verbal Abuse of Match Officials	LE – 6 weeks MR – 12 weeks TE – 18+weeks	52 weeks
<b>10.4(s)</b> <b>10.4(m)</b>	Threatening Actions or Words at Match Officials	LE – 12 weeks MR – 24 weeks TE – 48+ weeks	260 weeks
<b>10.4(s)</b> <b>10.4(m)</b>	Physical Abuse of Match Officials	LE – 24 weeks MR – 48 weeks TE – 96+ weeks	Life
<b>10.4(a)</b>	Striking another Player with a hand, arm or fist	LE – 2 weeks MR – 5 weeks TE – 8+ weeks	52 weeks
<b>10.4(a)</b>	Striking another Player with the elbow	LE – 2 weeks MR – 5 weeks TE – 9+ weeks	52 weeks
<b>10.4(a)</b>	Striking with knee	LE – 3 weeks MR – 8 weeks TE – 12+ weeks	52 weeks
<b>10.4(a)</b>	Striking with head	LE – 4 weeks MR – 10 weeks TE – 16+ weeks	104 weeks
<b>10.4(b)</b>	Stamping/Trampling on an Opponent	LE – 2 weeks MR – 5 weeks TE – 9+ weeks	52 weeks
<b>10.4(c)</b>	Kicking an Opponent	LE – 4 weeks MR – 8 weeks TE – 12+ weeks	52 weeks
<b>10.4(d)</b>	Tripping an Opponent with the foot/leg	LE – 2 weeks MR – 4 weeks TE – 8+ weeks	52 weeks
<b>10.4(e)</b>	Dangerous tackling of an Opponent including early or late and including the action known as the “stiff arm tackle”	LE – 2 weeks MR – 6 weeks TE – 10+ weeks	52 weeks

Law No.	Description	Entry Point Based on Scale of Seriousness of the Player's conduct, which constitutes the offending – Lower End (LE), Mid Range (MR), Top End (TE).	Maximum Sanction
<b>10.4(e)</b>	Dangerous tackling of an Opponent including a tackle or attempted tackle above the line of the shoulders even if the tackle starts below the line of the shoulders	LE – 2 weeks MR – 6 weeks TE – 10+ weeks	52 weeks
<b>10.4(f)</b>	Holding, pushing or obstructing an Opponent not holding the ball, by a Player who is not in possession of the ball, except in a scrum, ruck or maul	LE – 2 weeks MR – 4 weeks TE – 6+ weeks	52 weeks
<b>10.4(f)</b> <b>10.4(k)</b>	Dangerous charging or obstructing or grabbing of Opponent without the ball, including shouldering	LE – 2 weeks MR – 5 weeks TE – 10+ weeks	52 weeks
<b>10.4(g)</b>	Dangerous charging or knocking down an Opponent with the ball, including shouldering	LE – 2 weeks MR – 5 weeks TE – 10+ weeks	52 weeks
<b>10.4(h)</b>	A player must not charge into a ruck or maul. Charging includes any contact made without use of the arms, or without grasping a player	LE – 2 weeks MR – 5 weeks TE – 10+ weeks	52 weeks
<b>10.4(i)</b>	Tackling, tapping, pushing or pulling an Opponent jumping for the ball in a lineout or in open play	LE – 3 weeks MR – 6 weeks TE – 12+ weeks	52 weeks
<b>10.4(j)</b>	Lifting a Player from the ground and either dropping or driving that Player's head and/or upper body into the ground whilst the Player's feet are off the ground	LE – 4 weeks MR – 8 weeks TE – 12+ weeks	52 weeks
<b>10.4(k)</b>	Causing a scrum, ruck or maul to collapse	LE – 2 weeks MR – 4 weeks TE – 8+ weeks	52 weeks
<b>10.4(m)</b>	Testicle grabbing or twisting or squeezing	LE – 12 weeks MR – 18 weeks TE – 24+ weeks	208 weeks



Law No.	Description	Entry Point Based on Scale of Seriousness of the Player's conduct, which constitutes the offending – Lower End (LE), Mid Range (MR), Top End (TE).	Maximum Sanction
10.4(m)	Biting	LE – 12 weeks MR – 18 weeks TE – 24+ weeks	208 weeks
10.4(m)	Contact with the Eye(s) or the Eye Area	LE – 12 weeks MR – 18 weeks TE – 24+ weeks	208 weeks
10.4(m)	Spitting at Players	LE – 4 weeks MR – 7 weeks TE – 11+ weeks	52 weeks
10.4(m)	Verbal abuse of Players based on Religion, Race, Colour, or National or Ethnic Origin, sexual orientation or otherwise	LE – 4 weeks MR – 8 weeks TE – 16+ weeks	52 weeks
10.4(m)	Any other acts (not previously referred to) which are contrary to good sportsmanship	LE – 4 weeks MR – 7 weeks TE – 11+ weeks	52 weeks
10.4(m)	Hair pulling or grabbing	LE – 2 weeks MR – 4 weeks TE – 6+ weeks	52 weeks

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 17.19 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.

**WORLD RUGBY SANCTIONS FOR FOUL PLAY (REGULATION 17)  
ADJUSTED FOR UNDERAGE RUGBY**

Law No.	Description	Maximum Sanction	Adult Sanction including U20's	Age Grade Sanction to apply based upon matches	
			Entry Point is based on Scale of Seriousness of the Player's conduct, which constitutes the offending - Lower End (LE), Mid-Range (MR), Top End (TE)	Up to U15	U16 to U18

Law No.	Description	Maximum Sanction	Adult Sanction including U20's	Age Grade Sanction to apply based upon matches	
			Entry Point is based on Scale of Seriousness of the Player's conduct, which constitutes the offending - Lower End (LE), Mid-Range (MR), Top End (TE)	Up to U15	U16 to U18
<b>10.4(s)</b> <b>10.4(m)</b>	Verbal Abuse of Match Officials	<b>52 matches</b>	LE 6 matches MR 12 matches TE 18+ matches	2 4 6+	3 6 9+
<b>10.4(s)</b> <b>10.4(m)</b>	Threatening Actions or Words at Match Officials	<b>260 matches</b>	LE 12 matches MR 24 matches TE 48+ matches	3 6 12+	6 12 24+
<b>10.4(s)</b> <b>10.4(m)</b>	Physical Abuse of Match Officials	<b>Life</b>	LE 24 matches MR 48 matches TE 96+ matches	6 12 24+	12 24 48+
<b>10.4(a)</b>	Striking another Player with a hand, arm or fist	<b>52 matches</b>	LE 2 matches MR 5 matches TE 8+ matches	1 2 3+	2 3 5+
<b>10.4(a)</b>	Striking another Player with the elbow	<b>52 matches</b>	LE 2 matches MR 5 matches TE 9+ matches	1 2 3+	2 3 5+
<b>10.4(a)</b>	Striking with knee	<b>52 matches</b>	LE 3 matches MR 8 matches TE 12+ matches	2 3 5+	3 4 8+
<b>10.4(a)</b>	Striking with head	<b>104 matches</b>	LE 4 matches MR 10 matches TE 16+ matches	2 4 6+	4 6 10+
<b>10.4(b)</b>	Stamping/ Trampling on an Opponent	<b>52 matches</b>	LE 2 matches MR 5 matches TE 9+ matches	1 2 3+	2 3 5+
<b>10.4(c)</b>	Kicking an Opponent	<b>52 matches</b>	LE 4 matches MR 8 matches TE 12+ matches	2 4 6+	4 6 10+
<b>10.4(d)</b>	Tripping an Opponent with the foot/leg	<b>52 matches</b>	LE 2 matches MR 4 matches TE 8+ matches	1 2 3+	2 3 5+
<b>10.4(e)</b>	Dangerous tackling of an Opponent including early or late and including the action known as the "stiff arm tackle"	<b>52 matches</b>	LE 2 matches MR 6 matches TE 10+ matches	1 2 4+	2 5 8+
<b>10.4(e)</b>	Dangerous tackling of an Opponent including a tackle or attempted tackle above the line of the shoulders even if the tackle starts below the line of the shoulders	<b>52 matches</b>	LE 2 matches MR 6 matches TE 10+ matches	1 2 4+	2 5 8+
<b>10.4(f)</b>	Holding, pushing or obstructing an Opponent not holding the ball, by a Player who is not in possession of the ball, except in a scrum, ruck or	<b>52 matches</b>	LE 2 matches MR 4 matches TE 6+ matches	1 2 3+	2 3 5+

Law No.	Description	Maximum Sanction	Adult Sanction including U20's	Age Grade Sanction to apply based upon matches	
			Entry Point is based on Scale of Seriousness of the Player's conduct, which constitutes the offending - Lower End (LE), Mid-Range (MR), Top End (TE)	Up to U15	U16 to U18
	maul				
<b>10.4(f)</b> <b>10.4(k)</b>	Dangerous charging or obstructing or grabbing of Opponent without the ball, including shouldering	<b>52 matches</b>	LE 2 matches MR 5 matches TE 10+ matches	1 2 4+	2 5 8+
<b>10.4(g)</b>	Dangerous charging or knocking down an Opponent with the ball, including shouldering	<b>52 matches</b>	LE 2 matches MR 5 matches TE 10+ matches	1 2 4+	2 5 8+
<b>10.4(h)</b>	A player must not charge into a ruck or maul. Charging includes any contact made without use of the arms, or without grasping a player	<b>52 matches</b>	LE 2 matches MR 5 matches TE 10+ matches	1 2 4+	2 5 8+
<b>10.4(i)</b>	Tackling, tapping, pushing or pulling an Opponent jumping for the ball in a lineout or in open play	<b>52 matches</b>	LE 3 matches MR 6 matches TE 12+ matches	1 3 5+	2 6 9+
<b>10.4(j)</b>	Lifting a Player from the ground and either dropping or driving that Player's head and/or upper body into the ground whilst the Player's feet are off the ground	<b>52 matches</b>	LE 4 matches MR 8 matches TE 12+ matches	2 4 6+	4 8 12+
<b>10.4(k)</b>	Causing a scrum, ruck or maul to collapse	<b>52 matches</b>	LE 2 matches MR 4 matches TE 8+ matches	Warning <sup>1</sup> 1 2+	1 2 3+
<b>10.4(m)</b>	Testicle grabbing or twisting or squeezing	<b>208 matches</b>	LE 12 matches MR 18 matches TE 24+ matches	3 6 12+	6 12 18+
<b>10.4(m)</b>	Biting	<b>208 matches</b>	LE 12 matches MR 18 matches TE 24+ matches	3 6 12+	6 12 18+
<b>10.4(m)</b>	Contact with the Eye(s) or the Eye Area	<b>208 matches</b>	LE 12 matches MR 18 matches TE 24+ matches	3 6 12+	6 12 18+
<b>10.4(m)</b>	Spitting at Players	<b>52 matches</b>	LE 4 matches MR 7 matches TE 11+ matches	2 4 6+	4 6 10+
<b>10.4(m)</b>	Verbal abuse of Players based on Religion, Race, Colour, or National or Ethnic Origin, sexual orientation or otherwise	<b>52 matches</b>	LE 4 matches MR 8 matches TE 16+ matches	2 4 6+	4 8 12+
<b>10.4(m)</b>	Any other acts (not previously referred to) which are contrary to good sportsmanship	<b>52 matches</b>	LE 4 matches MR 7 matches TE 11+ matches	2 4 6+	4 6 10+

<sup>1</sup> A Warning shall form part of the Players disciplinary record while at Underage level but not extend into their senior disciplinary record.

Law No.	Description	Maximum Sanction	Adult Sanction including U20's	Age Grade Sanction to apply based upon matches	
			Entry Point is based on Scale of Seriousness of the Player's conduct, which constitutes the offending - Lower End (LE), Mid-Range (MR), Top End (TE)	Up to U15	U16 to U18
<b>10.4(m)</b>	Hair pulling or grabbing	<b>52 matches</b>	LE 2 matches MR 4 matches TE 6+ matches	1 2 3+	2 3 5+

In respect of offences not referred to above, appropriate sanctions may be imposed at the discretion of the relevant hearing committee.

Notwithstanding the above, in cases where the player's actions constitute serious Illegal and/or Foul Play for any type of offence which has the potential to result and, in fact, did result in serious/gross consequences to the health of the victim, the hearing committee may impose any period of suspension including a suspension for life.

**REGULATION 5**  
**APPENDIX 2.**

**GUIDELINES FOR HEARING COMMITTEES.**

**A. DISCIPLINARY COMMITTEE**

- A. 1. The procedure in Disciplinary cases may include the following (which normally may be dealt with in the sequence set out below):-
- (a) At the commencement of the meeting the chairman should explain the procedures to be followed and introduce each member of the hearing committee to the player and his representatives;
  - (b) Confirm the player's name and identification, that he was the player sent off or cited and that he has received a copy of the Match Official's Report and /or Citation as appropriate;
  - (c) A player should be offered the opportunity to acknowledge his culpability or otherwise in relation to the offence;
  - (d) At all meetings of the hearing committee, the committee, the referee, the match official (if appropriate), and the Player, shall be entitled to call such witnesses and put forward such evidence including Video evidence as may be relevant provided always that no witness may remain at the hearing without the express approval of the hearing committee;
  - (e) The hearing committee shall have absolute discretion as to whether or not to receive and view video evidence and in deciding whether any evidence put forward is relevant;
  - (f) Receive the comments of the player and his representatives, (if any);
  - (g) In the event of the evidence given by the player disputing or conflicting with the report of the referee or any other witness, the player or his representatives shall be entitled to question the referee or any other witness;
  - (h) Consideration of the evidence by the hearing committee after all the other parties have left the meeting;
  - (i) Making and promulgation of the hearing committee's decision.
- A. 2. (a) The chairman of the hearing committee should hand or send to the player, as soon as practicable, a notice in writing informing him of the decision reached which notice should, include an advice to the player of his right of appeal to the committee of appeal within fourteen days of receipt of the written decision. The chairman should also verbally advise the player of that right. The Secretary of the Branch or the Disciplinary Officer of the Union as appropriate should notify the player's club in writing of the decision and of the right to appeal.
- (b) In the event of the hearing having been dealt with in the absence of the player, the secretary of the Branch or the Disciplinary Officer of the Union, as appropriate, shall notify the player of the decision of the hearing committee immediately thereafter by sending the notice of (i) the decision to him and (ii) his right of appeal. The secretary of the player's club shall also be notified of the decision.
- A. 3. The hearing committee should meet as soon as possible and preferably within six days of a player's dismissal taking place.

## **B. COMMITTEE OF APPEAL**

- B.1 The Committee of Appeal has all the powers, procedural and otherwise, entitlements, obligations and discretions contained in the Union's Regulations.
- B.2 The following additional procedural guidelines shall apply to the conduct of appeals:-
- (a) Prior to the hearing, the chairman of the hearing committee may require any party to the proceeding to identify its submissions and contentions in the appeal and/or to respond to the other parties' submissions and contentions. In addition, where practicable, written submissions and evidence shall be provided to the hearing committee and exchanged by the parties prior to the hearing;
  - (b) Where the appellant appeals against a sanction and or an order for costs only, the appellant may request that the hearing committee review the sanction without the need for the appellant to appear personally at the hearing. If the chairman of the hearing committee decides that the appellant need not appear personally at the hearing, then the appellant and any other party to proceedings shall be entitled to make representations in writing to the hearing committee;
  - (c) The hearing committee shall be entitled to conduct and regulate the appeal proceedings as it sees fit in the circumstances of the case. The said committee shall determine the procedure and basis on which an appeal will proceed. In relation to any issues of fact, it may refer to the record of proceedings before the hearing committee that made the decision being challenged on appeal and may, in its discretion, rehear the whole or any part of the evidence given in the said proceedings. Save where the Committee of Appeal decides to hear the entire case *de novo*, the appellant shall have the burden of proving that the decision being challenged was in error and should be overturned or varied;
  - (d) The Committee of Appeal shall have discretion to receive additional new evidence not given to the hearing committee whose decision is being appealed against, provided that the party offering the evidence shows that it was not, on reasonable enquiry, available at the time of the earlier proceedings and hearing;
  - (e) Save where otherwise directed by the hearing committee, all parties that were present at the hearing committee whose decision is being appealed against should attend the hearing before the Committee of Appeal, with all of their respective witnesses and other evidence. For the avoidance of doubt, however, the absence of a party at any hearing before the Committee of Appeal shall not, in itself, prevent that committee from proceeding to a decision in the matter. The committee of Appeal shall have absolute discretion whether to receive written submissions by or on behalf of such absentee(s);
  - (f) At the hearing the following guidelines should apply:-
    - (i) The chairman of the committee shall introduce the members of the committee to the parties. He shall then read out the notice of appeal, prior to explaining the procedure to be followed;
    - (ii) The appellant shall be invited to make submissions and (where appropriate) call witnesses;
    - (iii) The other party or parties to the appeal shall be invited to make submissions and (where appropriate) call witnesses;

- (iv) The parties shall each make brief concluding submissions;
- (v) The committee shall retire to deliberate in private.
- (g) In any case where a witness required by the Committee of Appeal refuses or fails to attend before the Committee, the Committee may, in its absolute discretion, refuse to allow the evidence of that witness to be given in any other form.

## **C. GENERAL**

- C.1 Each case must be treated on its merits and any sanction imposed must be seen to be fair and equitable and in accordance with the circumstances of the individual case.
- C.2 The players' disciplinary record during his playing career from the age of 18 should be reflected in the sanction imposed.
- C.3 The player may not play the game anywhere during the period of a suspension.
- C.4 Any suspension must be imposed until a stated date which should be fixed after taking into consideration all consequences of such suspension.
- C.5 If a player's suspension has not terminated by the end of the playing season he will be required to complete the suspension at the beginning of the next season unless he has been selected for a close season tour or he intends to play during the close season in another Union. In these cases the period of the tour or the playing season in the visited Union must be included in determining when his suspension ends.

## **6. REGULATIONS RELATING TO THE REGISTRATION, ELIGIBILITY, MOVEMENT AND PAYMENT OF CLUB PLAYERS.**

### **6.1 Definitions.**

Save whereas set out in the Definitions of the Laws of the Union the following definitions shall apply and where the context so admits or requires words denoting the singular include the plural and vice versa and words denoting any gender include all genders:

“Club Affairs Committee” means the committee established by the Union to manage and oversee all matters contained within this Regulation, including and especially any alleged breach of Regulation 6.6.

“Competitive Match” means any match in any competition, league or cup under the jurisdiction of the Union or a Branch.

“Disciplinary Committee” and “Committee of Appeal” mean the Disciplinary Committee and Appeals Committee of the Union as defined in Regulation 5.

“Player” means any player of the Game whether male or female who is registered, intends to register or is required to register as a playing member of a club affiliated to the IRFU in order to play the Game within the jurisdiction of the IRFU.

“Material Benefit” means money, consideration, gain, gift or other benefit or advantage whatsoever (to include but not limited to provision of accommodation whether residential or otherwise, or payment of or contribution to rent, reimbursement or discharge of loans, whether student or otherwise, provision of a vehicle for the Player’s use) promised or given to a Player or any Third Party, directly or indirectly or in a fiduciary capacity on behalf of such Player, whether in cash, in kind or otherwise, by a Club or any Third Party for having participated in or undertaken or agreed to participate in any game of Rugby Football (including, for the avoidance of doubt, any win or performance related bonus), but does not include:-

- (i) Reimbursement of vouched expenses incurred for reasonable travel and subsistence incurred solely and directly in relation to official Club training; or
- (ii) Reimbursement of vouched expenses incurred for reasonable travel, accommodation, subsistence or other expense incurred solely and directly in relation to the playing of matches; or
- (iii) Any Material Benefit agreed between a Player and the Union

“Retention Money” means any Material Benefit paid in consideration of a Player continuing to participate or undertaking to participate in any game of Rugby Football for a Club or continuing to be a registered member of a Club.

“Rugby Administration Manager” means the person appointed by the Union to assist in the administration and management of the playing of rugby.

“Season” means the rugby season defined and determined by the Union.

“Signing on Money” means any Material Benefit paid in consideration of a Player undertaking to participate in any game of Rugby Football for the Club or becoming a registered member of a Club.

“Third Party” means where the context admits or requires a Player’s spouse, partner, any member of his immediate family, or any other individual, body corporate, partnership (or any other entity or body whether incorporated or not).

“University Club” means a Club which is in any way affiliated to or associated with (whether by name or otherwise) a third level Education Institution or receives funding from such an Institution

## 6.2 **Regulations**

6.2.1 The Club Affairs Committee shall have power to investigate any matter arising in relation to the application or breach of Regulation 6 and if it deems it appropriate refer any such matter to the Disciplinary Committee

6.2.2 All Branches, Clubs and Players shall be deemed to have full knowledge and understanding of the provisions of Regulation 6 and shall be bound to comply with same.

6.2.3 Every Club shall be responsible for distributing, informing and explaining Regulation 6 to its Players in a timely manner and where a dispute arises the Club shall provide evidence that this responsibility has been fully discharged.

6.2.4 Notwithstanding the provisions of Regulation 6.2.3 in the event that a Player is found to have acted (or omitted to act) in breach of the provisions of Regulation 6 he shall be held personally responsible and liable to disciplinary sanction over and above any sanction that may be imposed upon his (or any other) Club in respect of the said breach.



- 6.2.5 Each Player shall fully co-operate when required to attend at or assist with any Club Affairs Committee investigation and to attend at or assist with any Disciplinary Committee hearing concerning an alleged breach of the provisions of Regulation 6 even if he or his club is not directly affected.
- 6.2.6 Failure on the part of any member of a Club (whether a playing member or a non-playing member) to fully co-operate in accordance with the provisions of Regulation 6 shall be considered an act of misconduct in itself and the Player or member in question may be referred to the Disciplinary Committee for consideration as to the imposition of an appropriate sanction.

### 6.3 **Registration**

- 6.3.1 Prior to the commencement of each season every club shall appoint a Registration Officer(s) and advise its Branch of the identity of that person.
- 6.3.2 All Players playing the game shall be registered on the Union Player Registration Programme (the "Register") in accordance with the following provisions.
- 6.3.2.1 By 1<sup>st</sup> September in each year, all adult Players shall be registered and be in possession of a Registration Number. Thereafter all new Players shall be registered before playing the game.
- 6.3.2.2 By 1<sup>st</sup> October in each year, all age grade Players up to and including Under 18 category shall be registered and be in possession of a Registration Card and Registration Number.
- 6.3.2.3 By 1<sup>st</sup> December in each year, all schools Players shall be registered and be in possession of a Registration Number.
- 6.3.3 Save in exceptional circumstances to be approved of in advance by the Branch Registration Officer and in the case of schools Players, every registration record shall include the Player's name, home address, date of birth and registration number. All adult Players shall sign their registration application form.
- 6.3.4 In the case of schools Players the name of the Player's school shall appear on his registration record in place of his home address, unless the Player has been previously registered by a club.
- 6.3.5 The application form for the registration of a Player under 18 years of age shall be signed by the Player's parent / guardian prior to being entered on the Register.
- 6.3.6 All clubs and schools shall retain all registration application forms in safe keeping.
- 6.3.7 A Player who is attending school may be registered with both a club and a school.
- 6.3.8 An adult Player may be a member of more than one club, but may only be registered at any one time as a Player with one club.

6.3.9 All Players when registering with a Club (whether on first registration or on transfer to a Club) shall be required to complete and execute a form as set out in Appendix 1 Part 3 affirming that he is familiar with the provisions of Regulation 6 and that he will neither seek nor accept any Material Benefit either from his club or from any Third Party in consideration for his playing services.

## 6.4 Eligibility

Save and except as provided in Regulation 6.4.3 below:-

6.4.1 A Player shall not be eligible to play a Competitive Match for a Club unless he is registered with that Club and has been issued with a valid registration number.

6.4.2 No Player registered with a Club may play a Competitive Match with another Club in Ireland or elsewhere unless such Player has been registered with that Club in accordance with these regulations.

6.4.3 Exceptions to Regulation 6.4.1 and 6.4.2:

6.4.3.1 Dual status Players as defined in the regulations governing the All Ireland League and Cup.

6.4.3.2 Players registered with one Club and playing for another club in an Under 20 competition or for a third level College or University as a student where prior written approval to play for such other Club has been obtained from the relevant Branch or the Union.

6.4.3.3 Where consent of a Branch or the League Sub Committee, as applicable, has been obtained in accordance with Regulation 6.4.5 below.

6.4.4 Where a Player transfers from one Club (the "Former Club") to another (the "New Club") such New Club may not register the Player nor may the Player play a Competitive Match for the New Club until the Union's Inter Club Transfer/Registration Forms as set out in Appendix 1 have been completed by all parties, namely, the Player, the Former Club, the New Club and approved by the relevant Branch. The Club Affairs Committee may in its absolute discretion review and investigate any issues or concerns it may have in relation to the proposed transfer.

6.4.5 In special circumstances a Branch or the All Ireland League and Cup Sub Committee may, on written application of a Player with the written consent of his Former Club and his New Club (and of the other Branch if the Player is registered with a Club in a different Branch), permit such Player to play a Competitive Match for a Club notwithstanding that he has already played a Competitive Match for his Former Club in the same season.

Where the application is for consent to play a Competitive Match in the All Ireland League and Cup, the application shall be to the All Ireland League Sub Committee.

6.4.6 In addition to these eligibility regulations, the Union or a Branch shall be entitled to make any other eligibility regulations for Competitive Matches under their respective jurisdictions.

- 6.4.7 Registration of a Player with a Club does not of itself make such Player eligible to play a Competitive Match for such Club.
- 6.4.8 The regulations governing the All Ireland League and Cup relating to Player eligibility shall where applicable be complied with.

## **6.5 Movement of Players from one Club to another**

- 6.5.1 No Material Benefit shall be offered to any Player in order to induce that Player to move from one Club to another Club. Neither shall any Player who is attending school be offered Material Benefit in order to persuade or induce that Player to become a member of a Club. The Club Affairs Committee may in its absolute discretion review and investigate any issues or concerns it may have in relation to any approach to or movement of a Player
- 6.5.2 A Player registered with a Club who wishes to move to a different Club shall first give written notice to the Club with whom he is currently registered (his "Former Club") and shall thereafter comply with the conditions set out below.
- 6.5.3 The notice referred to in 6.5.2 shall be in the form set out in Part 1 of the Transfer Form provided in Appendix 1 and shall be signed by the Player and delivered to the Secretary or Director of Rugby or Head Coach of the Former Club as required in 6.5.4 below, and shall be signed by the person in the Former Club to whom it is delivered by way of receipt, dated and returned immediately to the Player. The Former Club may retain a copy.
- 6.5.4 A Player must give notice of his intention to move Clubs before 1<sup>st</sup> June if his Former Club is an All Ireland League Club, or before 1<sup>st</sup> September if his Former Club is a Non All Ireland League Club.
- 6.5.5 Where the Former Club and the New Club agree to the Player moving Clubs then notice is not required to be given to the former Club by the dates laid down in 6.5.4.
- 6.5.6 If the Player wishes to be registered with a New Club, he must complete the Registration Form in Part 2 provided in Appendix 1 and have the Transfer Form in Part 3 completed by the Secretary and Director of Rugby (or equivalent officer) or Head Coach of the New Club, certifying that no Material Benefit and/or Signing on Money has been paid or agreed to be paid directly or indirectly to the Player transferring to the New Club. This Form duly completed must then be delivered to the Branch of the Union to which the New Club is affiliated.

The Branch must then transmit the Transfer Form duly completed to the Union's Rugby Administration Manager if either Club involved in the transfer is an All Ireland League Club.

## **6.6 Payments to Players**

- 6.6.1 No Material Benefit shall be offered or paid by a Club to any Player. For the avoidance of doubt, this includes the payment of Signing on Money or Retention Money. The Club Affairs Committee may in its absolute discretion review and investigate any issues or concerns it may have in this regard.
- 6.6.2 Notwithstanding the above, the following benefits may be paid:
- 6.6.2.1 Reimbursement of vouched expenses incurred for reasonable travel and subsistence incurred solely and directly in relation to official Club training and or matches, not

exceeding the levels that may be set from time to time by the IRFU Union Committee;

6.6.2.2 A University may provide a Player with a bona fide academic bursary or scholarship as a student at that University. However, a University Club must supply to the Union full details of all students receiving such a bursary or scholarship before 1<sup>st</sup> November in each year;

6.6.2.3 Any Material Benefit agreed between a Player and the Union, or between a Player and a Branch.

6.6.3 A Club may provide Players with reasonable and necessary rugby kit and with reasonable refreshments immediately before and after games.

6.6.4 This Regulation 6.6 shall not apply to a Player (who may or may not be an overseas player within the meaning of regulations governing the All Ireland League) who is also actively engaged as first team coach in coaching the first team of the Club, provided that:

6.6.4.1 The Club supplies to the Union details of such Player's contract before commencement of the All Ireland League in each season;

6.6.4.2 Such contract is approved by the Union Committee or its appointed delegate;

6.6.4.3 The Player holds a coaching qualification of a minimum standard to be determined by the Union from time to time;

6.6.4.4 No more than one Player is engaged and remunerated by the Club in this manner at any one time.

6.6.5 At its Annual General Meeting each Club shall be required to gain its members' approval of any expenses and other benefits (subject always to the provisions of 6.6.1) paid to Players both during the preceding season (or any close season) and which are due to be paid in the forthcoming season. Written evidence of such approval shall be provided to the Union at the same time as the certificates required under 6.6.6 below.

6.6.6 All expenses and other benefits paid to Players (including under 6.6.2 and 6.6.4) and details of the amounts paid to each Player shall be disclosed to the Union. Each Club shall provide to the Union at the end of each season, and not later than 31<sup>st</sup> August immediately following such season, statements in the form of Appendix 2 annexed hereto, in relation to the payments and benefits paid by the Club to Players for such season.

## **6.7 Procedure in respect of an alleged breach of Regulation 6**

6.7.1 Save and except as provided in Regulation 6.7.2 below, any Club alleging a breach of Regulation 6.3, 6.4 or 6.5 above shall be entitled to make a complaint concerning the alleged breach to the relevant Branch in accordance with its byelaws and regulations.

6.7.2 Where an alleged breach of Regulation 6.3, 6.4 or 6.5 above relates to the registration or eligibility to play for a Club of any Player playing in the All Ireland League or Cup competitions, any other Club participating in any such competition or competitions shall be entitled to make a complaint to the Union concerning the alleged breach in accordance with Regulation 9.

### 6.7.3

- 6.7.3.1 Any Branch, Club or Player shall be entitled to present a written complaint concerning an alleged breach of Regulation 6.6 to the Rugby Administration Manager of the Union for referral to the Club Affairs Committee in accordance with these regulations.
- 6.7.3.2 Where such complaint is made by a Branch, there must first have been a process of reasonable review to establish the reasonableness of the complaint, and the complaint must be signed by the Secretary or acting Secretary of the Branch.
- 6.7.3.3 Where such complaint is made by a Club, it must be signed by the Secretary or acting Secretary of the Club and accompanied by a payment of €500. It is within the discretion of the Club Affairs Committee to refund or waive this payment if it deems it appropriate to do so.
- 6.7.3.4 Where such complaint is made by a Player or Players, it must be signed by the Player or Players and accompanied by a payment of €100. The Union shall use all reasonable endeavours to protect the anonymity of any Player who makes a complaint under this Regulation. It is within the discretion of the Club Affairs Committee to refund or waive this payment if it deems it appropriate to do so.
- 6.7.3.5 All complaints must be accompanied by appropriate supporting evidence, which may include but not be limited to documents, photographs and signed witness statements.
- 6.7.3.6 The Club Affairs Committee shall reserve to itself in its absolute discretion the right to determine whether to investigate any complaint made under this Regulation. The Club Affairs Committee may also investigate any matter raised under Regulations 6.7.1 and 6.7.2 provided that it recognises that the authority to determine such matters lies with, respectively, the Branch and the League Sub Committee.
- 6.7.4 Pursuant to Regulation 6.7.3.6, in the event that the Club Affairs Committee investigates a complaint and finds cause to believe on the balance of probability that a breach of Regulation 6.6 has been committed, it shall in its absolute discretion refer such complaint to the Disciplinary Committee for determination in accordance with these Regulations.
- 6.7.5 Where there is found to be a breach or non-observance of Regulation 6.6, the Disciplinary Committee shall be entitled in its absolute discretion to impose any one or more of the following sanctions or penalties on the offending Club, Player or person, as the case may be:
- (i) A caution, a warning as to future conduct, or a reprimand;
  - (ii) A fine;
  - (iii). The requirement to replay a match at such time and at such venue as is thought fit;
  - (iv) The forfeiture of, and/or the granting to another club or clubs, of the competition points for a match or matches;
  - (v) The deduction of competition points;
  - (vi) The suspension or expulsion of the Branch, Club, Player or person for such period as may be deemed appropriate;
  - (vii) Such other penalty or sanction as may be deemed appropriate;
  - (viii) A payment of costs.

## 6.8 Appeals

6.8.1 Any decision made pursuant to this Regulation 6 by:

- (i) The Club Affairs Committee or
- (ii) The Disciplinary Committee or
- (iii) The League Sub Committee

may be appealed to the Committee of Appeal of the Union.

6.8.2 Any decision made pursuant to this Regulation 6 by a Branch Disciplinary Committee may be appealed to the Committee of Appeal of the Branch

6.8.3 All appeals shall be dealt with in accordance with these Regulations.

## 6.9 **Applicable Law**

These regulations shall be governed by and construed in accordance with the Laws of the Republic of Ireland.

## APPENDIX 1

### INTER-CLUB TRANSFER FORM

#### **PART 1: NOTICE OF INTENTION TO CHANGE CLUB**

I \_\_\_\_\_ Registration No. \_\_\_\_\_

being a Player registered with \_\_\_\_\_ RFC hereby give notice that it is my intention to leave the named Club.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

(or parent/guardian, or person with parental responsibility, if Player is under the age of 18)

I \_\_\_\_\_ being the Secretary, Director of Rugby or Coach of the above mentioned Club (please tick as appropriate):-

- Hereby acknowledge receipt of the above notice if received prior to registration date or;
- Give approval to the transfer although received after the registration date.
- Acknowledge receipt of the above notice but do not agree to the transfer as notice was received after the registration date

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

#### **PART 2: REGISTRATION FORM**

I \_\_\_\_\_ (Player) as part of the process of registering to play with

\_\_\_\_\_ RFC (the Club) hereby certify and acknowledge as follows:

1. that by virtue of my registration as a playing member of a Club affiliated to the IRFU and playing rugby football under the auspices of the IRFU that I am deemed to have a full familiarity with and an understanding of the provisions contained within Regulation 6 of the IRFU Regulations;
2. that in the event that I am found to have acted (or omitted to act) in breach of the provisions of Regulation 6 I may be held personally responsible and liable to disciplinary sanction over and above any sanction that may be imposed upon my or any other Club in respect of the said breach;
3. that any failure on my part to fully co-operate in accordance with the provisions of Regulation 6 shall be considered an act of misconduct and may be referred to the Disciplinary Committee for consideration as to the imposition of an appropriate sanction;
4. that I have read and understand the Union's Regulation 6 relating to the registration, eligibility, movement and payment of Club Players in Ireland and, in particular, that I have read and understand the definition of Material Benefit which is contained within Regulation 6;
5. that I affirm that the Union's Regulations 6.5 relating to the movement of players and 6.6 relating to the payment of players have been complied with, and that no Material Benefit of any kind including Signing on Money has been paid or agreed to be paid directly or indirectly to me in return for my transferring to or playing for this Club.



Signed by Player: \_\_\_\_\_ Date: \_\_\_\_\_  
(or parent/guardian, or person with parental responsibility, if Player is under the age of 18)  
**in the presence of**

Secretary: \_\_\_\_\_ Date: \_\_\_\_\_

Director of Rugby/Head Coach \_\_\_\_\_ Date: \_\_\_\_\_

**PART 3: TRANSFER FORM**

We \_\_\_\_\_ and \_\_\_\_\_  
Secretary Director of Rugby/Head Coach

of \_\_\_\_\_ RFC hereby certify as follows:

1. We have read and understand the Union's Regulations relating to the registration, eligibility, movement and payment of Club Players in Ireland.
2. We affirm that the Union's Regulations 6.5 relating to the movement of players and 6.6 relating to the payment of players have been complied with, and that no Material Benefit of any kind including Signing on Money has been paid or agreed to be paid directly or indirectly to the player in return for transferring to or playing for this Club.

Signed by Secretary: \_\_\_\_\_ Date: \_\_\_\_\_

Signed by Director of Rugby/Head Coach \_\_\_\_\_ Date: \_\_\_\_\_

**PART 3: FOR OFFICE USE ONLY**

I \_\_\_\_\_ status \_\_\_\_\_ confirm that the above player  
is cleared to play with \_\_\_\_\_ RFC in accordance with Branch Regulations.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Branch Stamp: \_\_\_\_\_

Branch retains this form and sends copies to the new Club and to the Union (if either Club is an All Ireland League Club).

**APPENDIX 2**

**STATEMENT IN RELATION TO MATERIAL BENEFITS  
PROVIDED TO PLAYERS**

\_\_\_\_\_ RFC (Name of Club)

**Part 1:**

In accordance with the responsibilities conferred upon us by the Constitution of the Club, and to the best of our knowledge and belief, we the undersigned hereby state that:

- (i) We have read and understand the Union's Regulations relating to the registration, eligibility, movement and payment of Club players.
- (ii) No Material Benefit, No Match Fees and No Win Bonuses, save those permitted by the regulations and listed hereunder, have been paid, promised or given by any third party to any player in the Club during the past season.
- (iii) No Retention Money and no Signing on Money has been paid or agreed to be paid directly or indirectly to any player by the Club in return for playing for or transferring to the Club.
- (iv) All expenses and other Material Benefits paid to Players during the past season and which are due to be paid in the forthcoming season have been approved by the Club membership in Annual General Meeting.

**Part 2: to be completed by the Club's Treasurer (but signed by all parties below)**

In accordance with the responsibilities conferred upon me by the Constitution of the Club, and to the best of my knowledge and belief, I the undersigned hereby certify that only the following benefits and vouched expenses for training, playing or being selected for the team or a substitute on the bench have been paid or promised to the following players during the season, and have been approved by the Club membership in Annual General Meeting:

<i>Player-Coach payment</i>	
Name of Coach:	
Coaching qualification:	
Total amount of remuneration during the season (gross):	

*Player expenses*

Vouched expenses paid during the past season:	Financial:
	Non-financial benefits:
List of players in receipt of vouched expenses / benefits during the past season:	
Vouched expenses agreed to be paid during the forthcoming season:	Financial:
	Non-financial benefits:
Any other payments	

<p>or benefits paid or agreed which may fall within the scope of IRFU Regulation 6</p>	
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Club Secretary:      Name: \_\_\_\_\_

                                 Signed: \_\_\_\_\_

                                 Date: \_\_\_\_\_

Club Treasurer

                                 Name: \_\_\_\_\_

                                 Signed: \_\_\_\_\_

                                 Date: \_\_\_\_\_

Director of Rugby/Head Coach:

                                 Name: \_\_\_\_\_

                                 Signed: \_\_\_\_\_

                                 Date: \_\_\_\_\_

**7. REGULATIONS RELATING TO THE IRISH EXILES**

**INTRODUCTION**

- (a) In 1990 the Committee of the Union ... decided it would be beneficial for the advancement of the game in Ireland to promote, foster and develop an association of players and administrators beyond the shores of Ireland and specifically in England, Scotland and Wales (hereinafter

collectively called “the Exiles”. Following a review in 2010 it was decided to modernize the operations of the Association to realize the potential of the organization in promoting Irish Rugby and the recruitment of players with the potential to play professional rugby within Ireland.

## **REGULATIONS**

1. The Exiles Management Committee shall
  - (a) Be appointed in April of each year by the Committee on the recommendations of (1) the President of the Union, (2) the Committee’s member of the Exiles Sub-Committee as hereinafter provided and (3) the Exiles Sub-Committee’s representative on the Committee as hereinafter provided
  - (b) Consist of the following: Chaired by the IRFU Vice-President. Union delegate from the IRFU Union Committee who will fill the portfolio for a period of three years. Officers appointed for terms of three years. President, Exile’s delegate to IRFU Union Committee, Treasurer and Honorary Secretary; Chairs of Taskforces and Co-opted members of the management
2. Subject to the approval of the Committee the Exiles Management Committee shall have the following powers:
  - (a) To nominate in April of each year one of its members to be its representative on the Union Committee for the succeeding season and to inform the Committee of the name of the person so nominated. This nominee must have served on the Exiles Management Committee for 3 successive (or more) years. The nominee will serve an initial period of three years, and each successive year will be with the approval of the Exiles Management.
  - (b) To appoint a committee to select teams to play for the Exiles in their matches
  - (c) To consider and adopt if appropriate proposals for the administration and conduct of the Exiles
  - (d) To make rules and repeal, amend or change such rules for the administration and conduct of the Exiles which are not herein provided
  - (e) To appoint a representative to attend the Council of the Union
3. The Committee shall in its absolute discretion on an annual basis fund the organisation, administration and playing of games by the Exiles
4. The Exiles shall at all times abide by and comply with the Laws of the Irish Rugby Football Union and Regulations and Decisions made by the Committee

## **8. REGULATIONS RELATING TO ANTI-DOPING AND ANTI-CORRUPTION.**

- 8.1 The Irish Rugby Football Union Anti-Doping Regulations are the Irish Anti-Doping Rules as adopted by the Irish Sports Council on the 2nd day of February 2004 and which came into force on the 1st day of Jun, 2004, as amended from time to time. The rules contained in the said Irish Anti-Doping Rules shall have effect and be construed as Regulations of the Irish Rugby Football Union

8.2 The Irish Rugby Football Union Anti-Corruption Regulations are World Rugby Regulation 6 “Anti-Corruption and Betting” which came into force on 3<sup>rd</sup> January 2013, as amended from time to time. The regulations contained in the said World Rugby Regulation 6 shall have effect and be construed as Regulations of the Irish Rugby Football Union.

## **9. THE ALL IRELAND LEAGUE AND CUP 2014/15**

### **9.1 General:**

9.1.1 Regulation 9 (“this regulation”) inter alia governs the All Ireland League and Cup for Season 2014/15.

9.1.2 Each participating Club has indicated its wish to participate in the All Ireland League and Cup and to adhere to this regulation and any other regulations which relate to the All Ireland League and Cup by executing a formal acceptance in the form of the schedule attached on its own behalf and on behalf of each of its participating players.

9.1.3 All Clubs competing in the League and Cup shall be deemed to have accepted and to be bound by this regulation and any other regulations which relate to the All Ireland League and Cup.

### **9.2 Governing Provisions, Interpretation and Definitions:**

9.2.1 The competition shall be called the All Ireland League and Cup, hereafter for the purposes of this regulation referred to as “the League and Cup”.

9.2.2 Defined terms in this regulation shall have the same meanings as in the laws and regulations of the Union except where the context otherwise requires.

### **9.3 Administration and Management of the League and Cup**

9.3.1 The Union shall appoint a League Sub Committee (“The League Sub Committee”), comprising a Chairman, a representative from each of the four Branches of the Union, a representative of the Women’s Committee and the Rugby Administration Manager appointed by the Union.

9.3.2 The League Sub Committee shall administer and manage the League and Cup.

### **9.4 Powers of the League Sub Committee**

9.4.1 The League Sub Committee shall:-

- (i) Have power to make decisions regarding the administration and management of the League and Cup;
- (ii) Have power to hear complaints as provided for in this regulation and to impose such sanctions as may be permitted by these regulations;
- (iii) Be entitled, at its discretion, to delegate to the Rugby Administration Manager (or in his absence such other person as may be nominated by the Union) or such one or more members of the League Sub Committee as it may determine such of its functions as it may decide.

Any decision of such person or persons so delegated shall be as valid and effective as if made by the League Sub Committee.

9.4.2 Where the functions of the League Sub Committee are delegated to the Rugby Administration Manager he may at his absolute discretion:

- (i) Make decisions himself;
- (ii) Refer the matter to the Chairman of the League Sub Committee to make the decision; or
- (iii) Refer the matter to the League Sub Committee (of which he is a member) to make the decision.

9.4.3 Decisions of the League Sub Committee shall be communicated to such Club(s) as may be directly affected as soon as reasonably practicable.

9.4.4 The Union or the League Sub Committee shall have no liability to any Club or person arising from any negligence or failure by the Union or the League Sub Committee to ensure compliance with this regulation or in relation to any other failure in the administration or management of the League.

## 9.5 **Complaints**

9.5.1 A Club or the Rugby Administration Manager may make a complaint in relation to an alleged breach of this regulation by any Club or in relation to any matter arising out of the administration or management of the League and Cup, which complaint shall be in writing and shall be received by the Union not later than fourteen days from midnight on the date of the event giving rise to the complaint.

9.5.2 A Club may only make a complaint in relation to a matter that affects it directly and which causes it to suffer a disadvantage in the League and Cup or some other material form of prejudice.

9.5.3 Time shall be regarded as being of the essence in relation to the enforcement of the time limit under regulation 9.5.1.

9.5.4 For the avoidance of doubt, the fourteen day time period runs from the date of the actual event and not from the date of the Club becoming aware of the event giving rise to the complaint.

9.5.5 All complaints shall be in writing and signed by the Rugby Administration Manager, or the Secretary of the Club as applicable and state the grounds of the complaint.

9.5.6 All complaints by Clubs in relation to this regulation shall be accompanied by a payment of €500.

9.5.7 The onus of proof shall be on the Club or Rugby Administration Manager making the complaint to establish the breach or infringement of this regulation. The standard of proof shall be on the balance of probability.

9.5.8 The Union shall cause a copy of any valid complaint to be sent to any Club, or person directly affected as soon as is practicable after it has received the complaint.

## 9.6 **Adjudication of Complaints**

9.6.1 The Chairman of the League Sub Committee shall be entitled to determine any pre-adjudication procedural or evidential issues or disputes, including whether or not to hold a hearing, without recourse to the other members of the League Sub Committee.

9.6.2 The Chairman of the League Sub Committee shall:

- (i) Adjudicate on the matter himself as Chairman or,
- (ii) Have the matter adjudicated on by the League Sub Committee (on which he shall act as Chairman and have a casting vote).

9.6.3 Where a hearing is being held, the persons referred to in Regulation 9.6.2 shall be referred to as the "Hearing Committee" for the purposes of this Regulation 9.6 and shall adjudicate upon the complaint in accordance with the following procedures:

- (i) The Chairman shall arrange for a hearing of such complaint with all convenient speed at such time and place as he may determine provided that any Club or person directly affected shall be given reasonable notice either in writing or orally to be confirmed in writing, of the time and place of such hearing.
- (ii) No person may be a member of the Hearing Committee who has made, or acted on any committee that has made, a decision that is the subject matter of the complaint or who is, or is a member of a Club that is, directly affected by the complaint.
- (iii) A Club or person appearing at a hearing before the Hearing Committee shall be entitled to be represented by not more than two persons (one of whom may be a legal representative provided that legal representation at the hearing shall not be permitted unless reasonable prior notice of such legal representation shall be given to the Hearing Committee and any Club or person directly affected by the complaint).
- (iv) The Hearing Committee shall permit any Club or person directly affected by a complaint to submit evidence, call witnesses and make representations at the hearing.
- (v) Subject to the requirements of natural justice the procedures to be adopted at the hearing shall be entirely at the discretion of the Hearing Committee. The Hearing Committee shall be entitled to seek such advice as it may require, including specialist or legal advice. The costs of same shall be the costs of the proceedings.
- (vi) The Hearing Committee shall also be entitled to require a Club to submit, in advance, written submissions to the Hearing Committee, which shall set out the points and submissions that the Club will be seeking to rely on at the hearing. Any such submissions may at the discretion of the Hearing Committee be distributed to the other Club(s) participating at the hearing.
- (vii) The decision of the Hearing Committee shall be notified to all parties directly affected as soon as reasonably practicable and where appropriate confirmed in writing.
- (viii) All hearings shall be held in private, unless otherwise ordered by the Hearing Committee.
- (ix) The Hearing Committee shall be entitled, where the circumstances warrant, to adjourn or postpone a hearing as it thinks fit.

## 9.7 **Provision of Information**

Where the League Sub Committee, the Chairman of the League Sub Committee or the Committee of Appeal requests a Club or person to provide information in relation to any matter, a reasonable time limit may be imposed and notified for the provision of such information and in the event that such time limit is not complied with, the League Sub Committee or the Chairman of the League Sub Committee or the Committee of Appeal Committee (as may be appropriate) may deal with the matter in the absence of such information.

## 9.8 **Appeals**

9.8.1 An appeal shall lie from any decision of the League Sub Committee to the Committee of Appeal pursuant to Regulation 5.

9.8.2 Where a decision is made pursuant to this regulation by the League Sub Committee which affects the League or Cup position of any Club, it shall not be permissible for any Club which was not involved in or did not participate in the match in respect of which the decision was made, to lodge an appeal against any such decision.

## 9.9 **Sanctions**

9.9.1 The League Sub Committee shall be entitled in its absolute discretion to impose all or any of the



following sanctions or penalties on an offending Club:

- (i) A caution, a warning as to future conduct, or a reprimand;
- (ii) A fine;
- (iii) The requirement to replay a match at such time and at such venue as is thought fit;
- (iv) The forfeiture of, and/or the granting to another club or clubs, of the competition points for a match;
- (v) The deduction of competition points;
- (vi) The suspension or expulsion of the Branch, Club, player or person for such period as may be deemed appropriate;
- (vii) Such other penalty or sanction as may be deemed appropriate;
- (viii) Make a payment of costs.

## 9.10 Structure of League and Cup

The League shall comprise Two Divisions known as Division 1A & 1B, and 2A & 2B. The Cup shall comprise of the 4 Provincial Senior Cup Winners with the semi-finals being an open draw.

Division 1 shall be split into two sections, each of 10 teams, known as 1A and 1B. Division 2 shall be split into two sections, each of 16 teams, known as 2A and 2B.

In Division 1A the top four clubs shall qualify for play-offs to determine the League Championship.

## 9.11 Promotion and Relegation at the end of the season

9.11.1 The top Club in Division 1B at the completion of the League programme shall be promoted to Division 1A. The bottom Club in Division 1A at the completion of the League programme shall be relegated to Division 1B. The second bottom Club in Division 1A shall play off against the second placed club in Division 1B.

9.11.2 The top two Clubs in Division 2A at the completion of the League programme shall be promoted to Division 1B. The bottom two clubs in Division 1B shall be relegated to Division 2A at the completion of the league programme.

9.11.3 Clubs placed 3-10 in Division 2A at the completion of the League programme shall form Division 2A for the following season along with the bottom 2 clubs from Division 1B.

9.11.4 Clubs placed 11-16 in Division 2A at the completion of the League programme shall form Division 2B for the following season along with the top 4 clubs from Division 2B.

9.11.5 Clubs placed 5-13 in Division 2B at the completion of the League programme shall form Division 2C for the following season along with the winner of the play-off match between the club placed 14<sup>th</sup> in Division 2B and the winner of the Provincial Qualifying League winners Championship.

9.11.6 The bottom 2 clubs in Division 2B at the completion of the League programme shall be relegated.

9.11.7 The four Provincial Qualifying League winners shall qualify to play in the All Ireland Provincial League Championship provided they meet the eligibility criteria. Player eligibility for this Championship shall be similar to the Qualifying League eligibility in the respective provinces.

9.11.8 Where play-offs take place the venue shall be that of the higher ranked team.

9.11.9 The position of a Club in a division shall be established by awarding four League points for a win and two League points for a draw.

9.11.10 One bonus point shall be awarded to a Club scoring four or more tries in a match and one bonus point shall be awarded to a Club losing by 7 points or less.

9.11.11 In the event of Clubs at the top or bottom of a division being equal in League points gained, winning a division or section, promotion and relegation shall be decided on the basis of match points scored, the Club or Clubs at the top with the larger differences between “points for” and “points against” winning the division or gaining promotion, and the Club or Clubs at the bottom having the larger difference between “points against” and “points for” being relegated. In the

event of two or more Clubs having the same number of League points and the same match points difference, then the Club or Clubs scoring the larger number of tries shall be preferred. Thereafter, if two clubs are still tied, then the club that earned the most league points in the match(es) between two equal clubs shall be preferred. Then, and only then, if there is no difference, shall play-offs be arranged. Any position in the final League standings is determined by the same criteria as for promotion and regulation.

## **9.12 League Fixtures**

- 9.12.1 Matches shall be played on dates decided by the League Sub Committee with the approval of the Committee of the Union
- 9.12.2 The League Sub Committee shall arrange the fixture list for each season. Matches shall normally be played on Saturdays but the League Sub Committee shall have full power to arrange matches on other days and to alter previously fixed dates and venues should circumstances arise to warrant such alteration.
- 9.12.3 Matches shall kick off at 2.30pm with the exception of those fixed for weekday nights which shall kick off at 7.30pm. However, if for special reasons two Clubs mutually agree to an alternative date or kick off time, both Clubs must apply in writing to the League Sub Committee at least 7 days prior to the date of the match in question and obtain consent in writing from the League Sub Committee prior to the match.
- 9.12.4 Clubs in Division 1A shall play the other Clubs in that Division on a Home and Away basis; likewise Clubs in Division 1B shall play the other Clubs in that Division on a Home and Away basis. Clubs in Divisions 2A & 2B shall play the other clubs in its Division one league match per season.

## **9.13 Postponements, Re-Arrangements, Fitness of Ground**

- 9.13.1 Only in very exceptional circumstances shall a League or Cup match be postponed and then only with the approval of the League Sub Committee or its nominee. When a League match is postponed or abandoned, unless there has been a failure to fulfil a fixture, it shall be played or replayed later in the season at the earliest available date, such date to be decided by the League Sub Committee or its nominee. When a Cup match is postponed twice the venue will be reversed for that round.
- 9.13.2 The League Sub Committee shall provide a list of nominated persons to act on the Ground Fitness Panel, as set out in the regulations, who shall be available for consultation when the fitness of a ground is to be considered. A Club which has doubt about the fitness of its ground shall contact the Ground Fitness Panel nominee of the League Sub Committee. This nominee shall discuss the situation with the Club and if necessary visit and inspect the ground. Where there is doubt about the fitness of a ground and there is a reasonable prospect that with improved weather conditions the ground could be playable by kick off time, a decision on whether or not the pitch is playable shall be postponed until close to the kick off time. Matches may not be postponed on grounds that the safety of the players might be prejudiced unless with the additional approval of the match referee.
- 9.13.3 The determination of the fitness of the ground shall be the responsibility of the member of the Ground Fitness Panel, whose decision shall be final. In the event of the appropriate member of the Ground Fitness Panel not being available on any occasion the League Sub Committee may nominate another person to act on the Ground Fitness panel.
- 9.13.4 If the home ground in question is Lansdowne Road, the nominee of the League Sub Committee shall be the person or persons who normally make such decisions on behalf of the IRFU. A similar procedure shall be followed at Branch grounds.
- 9.13.5 In the event of a match having to be postponed, it shall be the responsibility of the home Club to inform (a) their opponents, (b) the referee and his assistants (c) the Union and Branch, as soon as

possible. Failure to do so may result in the home Club being liable for all or part of the expenses of their opponents and match officials.

9.13.6 Subject to the provisions of regulation 9.13.2 above where doubt exists as to the fitness of a ground, the home Club shall make early contact with the visiting Club as to its travel arrangements etc., in order that contact can be made prior to a Club commencing its journey.

9.13.7 Where it is known at least seven days prior to a League or Cup match that a pitch is unlikely to be playable, the home Club shall endeavour to find a suitable alternative venue.

## 9.14 **Player Registration and Eligibility**

### 9.14.1 **Registration of Eligible Players**

9.14.1.1 On or before 1st June in any year, each Club playing in the League and Cup shall submit to the Union a list of its eligible playing members who are registered with the appropriate Branch, complete with registration numbers. A person shall be registered as a playing member with one Club only.

9.14.1.2 This list may be amended up to 1st October to add:

- (i) Players entering adult rugby having attained the age of 18 years
- (ii) Players enrolling in Universities and joining University Clubs
- (iii) Players leaving a European University / College at the completion of their course of studies
- (iv) Players transferring from one Club to another Club with the written consent of the former Club provided they have not already played for a club in the AIL that season.
- (v) Players transferring from another union who have played rugby for Ireland or the Exiles at any level.
- (vi) Players whose primary place of residence is Ireland and who travel abroad for a period of not more than 12 months provided they return to Ireland before 1st October of a given season.

9.14.1.3 Any player who is registered as a club member prior to 1<sup>st</sup> October and who attains the age of 18 during the season shall be eligible to play after he has attained his 18<sup>th</sup> birthday save schoolboys who are eligible for the relevant provincial schools competition.

### 9.14.2 **Eligibility of players**

9.14.2.1 The following are the registered players who are eligible to play in the All Ireland League and Cup:

- (i) A Player who qualifies to play for Ireland under World Rugby Regulations. This includes players who have completed three years residency.
- (ii) A player who holds a passport issued by a country which is a member of the E.U.

9.14.2.2 In the above cases, players must both be resident in Ireland on 1<sup>st</sup> June and remain in residence until the commencement of the League.

9.14.2.3 For the purposes of this regulation residency is defined as “Permanent place of residence”.

#### 9.14.2.4 Exceptions

In any season each Club may register one player who does not satisfy the above criteria provided that he has taken up and remains in residence and has been properly registered prior to the 1<sup>st</sup> October. For the purposes of interpretation, this player is classified as an overseas player and shall be nominated as such to the Rugby Administration Manager prior to the commencement of the League.

9.14.3 Notwithstanding the provisions of this regulation 9.14, any player or Club shall be entitled in writing to submit to the Union any special circumstances he or it considers relevant to registration and/or eligibility. The submission shall be considered by the Chairman of the League Sub Committee who shall in appropriate cases be entitled in his absolute discretion to accept the registration and/or eligibility of such player provided the submission is made before 1<sup>st</sup> October.

9.14.4 In exceptional circumstances the Chairman of the League Sub Committee may in his absolute discretion, on application in writing by the player supported by the consent in writing of both Clubs, agree to the player changing Clubs notwithstanding that the League has started and that the player has already played in the competition subject to such application being presented or submitted prior to the 1<sup>st</sup> January of any given season after the commencement of the competition.

9.14.5 Subject to compliance with the provisions of this regulation 9.14, clubs in Division 1A and 1B may select a maximum of two Provincially Contracted Players (excluding Development and Academy players) in its panel of players for an All Ireland League or Cup match, only one of whom may be a forward. To be eligible for a Club's final four matches in the regular season of the League competition those selected Contracted Players shall have started and played a minimum of the first half of three All Ireland League matches in the preceding weeks. To be eligible for the League play-off match in Division One those selected Contracted Players shall have started and played a minimum of the first half of four All Ireland League matches during that season.

IRFU Nationally Contracted Players may only play in rounds 1 to 14 of Division 1A and 1B of the League in exceptional circumstances and then only with the approval of the League Sub Committee.

IRFU Foreign Contracted Players may not play in the All Ireland League.

In the event of an IRFU Nationally Contracted Player being granted permission to play in a League or Cup match then only one Provincially Contracted Player may play for that team.

Development and Academy contracted players may play in the League and Cup without restriction.

Nationally or Provincially contracted players may not play in the All Ireland Senior Cup if a Division 1 club is drawn against a Division 2 club.

The release of any Contracted Players is at the discretion of each Branch Provincial Director of Coaching.

This regulation is subject to an 'exceptional circumstances' application by a Province / Club to the League Sub Committee for its determination, subject to a maximum approval of one contracted player per club, for a player returning from a protracted injury.

### 9.15 **Dual Status Players**

9.15.1 The term "dual status" refers to a player who although a bona fide registered playing member

of a non League Club in Ireland may play for a Club in the League and/or Cup provided the following regulations are observed. A League Club shall be limited to selecting or playing not more than three such players in one season. Selection shall include players who are selected as replacements / substitutes for League and or Cup matches.

- 9.15.2 A League Club wishing to use the dual status principle shall follow the procedures set out below.
- 9.15.2.1 A request shall be made to the Secretary of the non League Club on a match by match basis. When permission is obtained, an application shall be made in writing to the Branch office at least forty eight hours prior to the match, enclosing the written permission of the non-League Club.
  - 9.15.2.2 The name of each Dual Status player and a letter of release from the Junior Club shall be sent to the IRFU Rugby Administration Manager prior to the player playing his first match for the League Club
  - 9.15.2.3 The name/s of dual status player/s shall be indicated on the League or Cup team sheet (D/S).
  - 9.15.2.4 Dual status players shall not play in the Play-Off match between the winner of the All Ireland Provincial League Championship and the club finishing third bottom in Division 2B.
  - 9.15.2.5 In Play-Off matches between UBL clubs a player shall have made a minimum of 4 appearances as a Dual Status player to be eligible to play in a Play-Off match.
- 9.15.3 Dual status players shall satisfy regulation 9.14 relating to player eligibility. An overseas player, as defined in regulation 9.14.2.4, may not play as a dual status player for a Club which has already registered an overseas player for that season.
- 9.15.4 A player shall only be a dual status member of one League Club and one non-League Club in the same season. Any player who transfers to a Junior Club in the same season may only play as a Dual Status Player for the club from whom he transferred for the remainder of that season.

## 9.16 **Referees and Touch Judges**

- 9.16.1 Referees for League and Cup matches shall be appointed by the Union's Referee Committee in conjunction with the Provincial Branches' Referees' Society/Associations.
- 9.16.2 Two touch judges shall be appointed for each League and Cup match by the Referees Society/Association of the province in which the League or Cup match is due to be played. One of the touch judges shall have been nominated as senior touch judge. In League and Cup matches Law 6.B.6 of the Laws of the Game regarding "flagging" by touch judges, shall apply.
- 9.16.3 In the event of the referee failing to turn up for a League or Cup match or being unable to continue to referee a match, the senior touch judge shall replace the referee and the home Club shall appoint a suitable replacement touch judge, who should in any event be there to act as 4th official. In the event of this happening "flagging" by touch judges shall cease to operate.
- 9.16.4 The referee after each match shall send to the Rugby Administration Manager the detailed result of the match and the team lists for both Clubs. The name or names of players or replacements deemed to be "dual status" players shall be indicated as such on the team list.
- 9.16.5 Under Law 10 of the Laws of the Game the referee may caution an offending player that he will be sent off if he repeats the offence. This he will signify by producing a yellow card. Any complaint to a yellow card shall be notified by the player to the Rugby Administration Manager within one week of the date such yellow card was issued. If a player receives three yellow cards for foul play over a number of League and Cup matches in any given season he shall be required to attend a meeting of the I.R.F.U. Disciplinary Committee at which he may receive a

suspension.

#### 9.17 **Players Sent Off the Field Of Play or Cited**

Players sent off or cautioned under Regulation 9.16.5 above or cited in League or Cup matches shall be dealt with under the Union's Reg. 5.

#### 9.18 **Conduct and Responsibility**

9.18.1 Clubs participating in the League and Cup are responsible and accountable for the conduct of their players, officials, members and supporters in attendance at League and Cup matches.

9.18.2 Clubs, players, officials and members shall ensure that;

9.18.2.1 **MATCHES ARE PLAYED IN ACCORDANCE WITH DISCIPLINED AND SPORTING BEHAVIOUR**

9.18.2.2 **NONE OF THE PERSONS REFERRED TO IN 9.18.1 ENGAGE IN AN ACT OR ACTS OF MISCONDUCT**

For the purposes of the League and Cup misconduct shall mean conduct, behaviour or practices on or off the playing enclosure which may bring the game of rugby or the Union into disrepute or may be detrimental to the best interests of the Union or of the game in accordance with Regulation 5.

9.18.3 Breaches of Regulation 9.18.1 and 9.18.2 shall be dealt with under the Union's Regulation 5.

9.18.4 For the avoidance of doubt a Club or player may be sanctioned for misconduct even if a referee has already penalised one or more of its players for his or their conduct during a match.

9.18.5 Each participating Club shall be represented by registered members of the Club who are eligible pursuant to these regulations. Each Club shall play at full available strength in all matches unless some satisfactory reason is given.

9.18.6 No player may participate in the League or Cup while serving a disciplinary sanction imposed by the Union, by a Branch of the Union or by his Club.

9.18.7 It is the responsibility of the home club to have a medical officer and qualified first-aid persons in attendance at matches. It is recommended that an ambulance should also be in attendance at all matches and clubs should ensure reasonable access at all times.

#### 9.19 **League Sponsor's Logo**

Clubs participating in the League are responsible to ensure that the League Sponsor's Logo is worn on the right sleeve of the Club jersey when participating in any League match save and except where circumstances have arisen which precludes same, such circumstances to be approved by the All Ireland League Committee.

#### 9.20 **Replacements and Substitutes**

Clubs may tog out up to five additional players, who may act as substitutes or replacements, subject to Law 3 of the Laws of the Game. A team shall have five players who can play in front row positions, two of whom can play hooker and three of whom can play prop.

For guidance, the following table indicates the numbers of suitably trained and experienced players for the front row when nominating different numbers of players:

Number of Players	Number of suitably trained & experienced players
15 or less	3 players who can play in the front row
16, 17 or 18	4 players who can play in the front row
19, 20, 21 or 22	5 players who can play in the front row

Rolling substitutions shall be permitted in the League and Cup. Clubs shall be furnished with these regulations prior to the commencement of each season.

#### **9.21 Clash of Colours**

In the event of a clash of colours, of which the referee is the sole judge, it shall be the responsibility of the Home Club to change into a playing strip which is significantly different in colours from the normal playing strip, such strip to have been declared to and approved by the League Sub Committee or its nominee before 15<sup>th</sup> September of any given season.

#### **9.22 Team Sheets and List**

Prior to the kick off, each Club shall be required to submit to the referee and the opponent Club its list of starting players and replacements / substitutes, correctly numbered. This list shall include each player's registration number and shall be an electronic team sheet, directions on which shall be forwarded to clubs prior to the commencement of the league. A player shall wear the jersey whose number corresponds to his number on the team list. The name/s of dual status players and/or replacements / substitutes and players who can play in the front row positions shall be indicated by a P or H as appropriate for Prop and Hooker. Failure to comply with this regulation may be the subject of a complaint by the opposing team, or the League Sub Committee and shall be dealt with accordingly.

The Away team in a League or Cup fixture shall ensure to forward its nominated Team and Replacements, numbered 1-20, to the Host Club by 12 noon on the Thursday preceding the match (or 12 noon Friday for a Sunday match).

#### **9.23 Playing Enclosure and Technical Zones**

9.23.1 The playing enclosure shall be defined preferably by a fence, if not by ropes.

9.23.2 If there is a stand, seats shall be made available for replacements. Two technical zones shall be designated, both on the same side of the pitch, clearly marked in white paint, each nine metres long and three metres wide and not less than two metres from the touchline, one on either side of the halfway line, in which benches shall be placed and a zone shall be allocated to each team. The attendants and replacements shall remain seated within their zone. The referee has the authority to order them out of the playing enclosure if they fail to adhere to this requirement.

9.23.3 Ball boys and a limited number of press photographers may also be permitted inside the enclosure.

9.23.4 Replacements and substitutes shall enter the field of play from the technical zones and be introduced by the replacement touch-judge.

9.23.5 Each team shall nominate to the referee its medical officer, team attendant / physiotherapist and coach. A maximum of three people are permitted in the technical zone in addition to the nominated replacements. The coach cannot act as team attendant who is the only person permitted on the field during the match, and only to attend to an injured player with the exception of 9.23.6 below. Players requiring water or drinks shall come to the touch line.

9.23.6 Each team shall nominate its medical officer who is permitted to attend an injured player when required.

9.23.7 Coaches are precluded from entering the playing enclosure (excluding the technical zone) during the course of a match except at half time when the coach may come on to the field to speak to his team.

9.23.8 Kicking tees may be used by individual kickers.

9.23.9 Sand shall be made available for both teams, if requested. It shall be brought on to the pitch in a non-breakable container.

9.23.10 The home club shall supply touch judge flags.

#### **9.24 Match Balls**

The Gilbert 'Barbarian' ball shall be the official match ball to be used in All Ireland League & Cup matches.

#### **9.25 Finance**

9.25.1 The Union shall provide financial assistance to Clubs participating in the League and Cup. The amount of such financial assistance shall be determined annually by the Union at its sole discretion.

9.25.2 Gate receipts shall belong to the home Club.

9.25.3 The away Club shall be responsible for its own travel and accommodation arrangements and expenses.

9.25.4 The home Club shall be responsible for all match expenses.

#### **9.26 Trophies**

9.26.1 Division 1A and 1B winners: Union Plaque and 25 medals.

9.26.2 Division 2A and 2B winners: Union Plaque and 25 medals.

9.26.3 All Ireland Provincial League Championship winners: Union Plaque and 25 medals

#### **9.27 Applicable Law**

These regulations shall be governed by and construed in accordance with the Laws of the Republic of Ireland.

#### **9.28 Unforeseen Circumstances**

9.28.1 The League Sub Committee shall be entitled to make decisions on all matters not provided for in these regulations.

9.28.2 No proceedings pursuant to these regulations shall be quashed or held invalid by reason only of any defect, irregularity, omission or other technicality, provided there has been no miscarriage of justice.



## ARRANGEMENTS FOR PLAY-OFFS

### (1) Division 1A Top Four

W/E 25<sup>TH</sup> April 2015 Semi-Finals Club placed 1<sup>st</sup> v Club placed 4<sup>th</sup>  
Club Placed 2<sup>nd</sup> v Club placed 3<sup>rd</sup>

9<sup>th</sup> May 2015 Final

### (2) Divisional Play-Offs

Second bottom Club in Div 1A v 2<sup>nd</sup> placed Club in Div 1B - 25<sup>th</sup> April 2015

Third bottom Club in Div 2B v Provincial Championship winners – 25<sup>th</sup> April 2015

- (i) If clubs are tied at full time, extra time of 10 minutes each way shall be played.
- (ii) If still tied, the Club who has scored most tries shall be the winner
- (iii) If still tied, the team who scored the 1<sup>st</sup> try shall be the winner.
- (iv) If no tries have been scored, the team that scored the first points in the match shall be the winner.
- (v) If still tied, the club who finished in the higher position in the League shall be the winner.

## ALL IRELAND PROVINCIAL LEAGUE CHAMPIONSHIP

28 <sup>th</sup> March	Ulster v Leinster	Munster v Connacht
11 <sup>th</sup> April	Connacht v Ulster	Leinster v Munster
18 <sup>th</sup> April	Connacht v Leinster	Ulster v Munster
25 <sup>th</sup> April	Playoff	

In this Championship, the points scoring system shall be as in the All Ireland League.

The winner shall pay off against the club finishing third bottom in Division 2B.

### All Ireland Bateman Cup

The draw for the All Ireland Bateman Cup is as follows:

Semi-Finals - 7<sup>th</sup>/8<sup>th</sup> February 2015

Connacht v Munster

Ulster v Leinster

- (i) If clubs are tied at full time, extra time of 10 minutes each way shall be played.
- (ii) If still tied, the club which has scored most tries shall be the winner.
- (iii) If still tied, the away team shall be declared the winner.

## **Cup Final - 18<sup>th</sup>/19<sup>th</sup> April 2015**

If after (i) and (ii) above the teams are still level

- iv. The team who scored the 1st try shall be the winner
- v. If no tries have been scored, the team that scored the first points in the final shall be declared the winner
- vi. If the final is scoreless, penalty kicks shall be taken to decide the winner.

## **All Ireland Junior Cup**

The dates for each round of the All Ireland Junior Cup shall be:

25<sup>th</sup> October 2014

22<sup>nd</sup> November 2014

13<sup>th</sup> December 2014 and

31<sup>st</sup> January 2015

The Regulations set out above in respect of the Senior Cup shall apply to the Junior Cup.

**SCHEDULE**

**Formal Acceptance by a Participating Club.**

\_\_\_\_\_ RFC ("the Club") accepts the invitation to take part in the All Ireland League and Cup for the season 2014/2015 on the basis of the regulations governing the All Ireland League and Cup for this season a copy of which has been provided to the Club. The Club agrees with the Union as defined in the regulations, on its own behalf and on behalf of each member of its team, to observe all regulations and the decisions of the Union League Sub Committee, the Disciplinary Committee and the Committee of Appeal.

The Club agrees to be bound by the procedures set out in the regulations in respect of the regulations governing the All Ireland League and Cup and any other regulations which relate to the All Ireland League and Cup.

The Club accepts that the Union or League Sub Committee shall have no liability to the Club arising from any negligence or failure by the Union or the League Sub Committee to ensure compliance with these regulations and/or any other regulations which relate to the League and Cup or in relation to any other failure in the administration or management of the League and Cup.

The Club accepts that the decisions of the Committee of Appeals are final and binding on all parties and shall not be appealed to or reviewed by a court of law.

The Club shall ensure that each member of its team is made fully aware of the regulations before the commencement of the League and Cup and that each or any member of its team shall comply with such regulations.

SIGNED for \_\_\_\_\_ R.F.C.

for and on behalf of the Club and its Players in the presence of:

Name: .....  
(Signature of duly authorised signatory)

Name: .....  
(in block letters)

Position in Club: .....

Date: .....

Witness Name: .....

**SIGNED** on behalf of the Union in the presence of:

Name: .....  
(Signature of duly authorised signatory)

Position in Union: .....

Date: .....

## **10. REGULATION RELATING TO CHILD WELFARE AND PROTECTION.**

Every Branch, Association and Club shall appoint a Child Welfare Officer who shall be responsible for ensuring compliance with the Union's Child Welfare Policy, Code and Guidelines and all vetting procedures required (statutory or otherwise) for the purposes of monitoring Child (Age Grade) Safety, Welfare and Protection.

## **11. REGULATIONS RELATING TO AGENTS**

### **11.1 Purpose of the Regulations**

11.1.1 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.

11.1.2 These Regulations are intended to benefit Registered Agents, Clubs and Players by seeking to ensure that agents operating in 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.

### **11.2 Definitions**

11.2.1 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.

“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. In respect of the IRFU, the relevant Home Union's Rules are the “Irish Agent Registration Rules” as set out in Appendix 2 to this Regulation 11.

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

### **11.3 Application and enforcement of Regulations**

11.3.1 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.

11.3.2 Registered Agents must abide in all respects with these Regulations, the Rules of each Registering Union and the World Rugby Regulations.

11.3.3 Principals, whether Clubs or Players or otherwise, may be held liable for the acts or omissions of Registered Agents instructed by them.

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

11.4.1 Clubs or Players wishing to appoint a person to act for them in relation to any approach, negotiation, arrangement or execution of any employment transaction, transfer or registration of any Player with a Club may only appoint a Registered Agent.

11.4.2 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.

11.4.3 Clubs and Players must procure that the Registered Agents appointed by them agree 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.

11.4.4 When a Player enters into an agreement with a Club (or if centrally contracted, with a Home Union) and an Agent has been acting for either the Player or the Club/Union, all parties including the Player, the Club and the Agent must: (a) sign the Statement by the Player's Agent in the Player's Club agreement and include the Agent's registration number; or (b) sign the separate agent declaration form that accompanies the Player's agreement.

### **11.5 Conditions of Registration**

11.5.1 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 11.9 and 11.10.

11.5.2 Registered Agents must at all times conduct themselves in an ethical manner and shall observe the highest standards of integrity and fair dealing.

11.5.3 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.

11.5.4 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.

11.5.5 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.

11.5.6 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.

11.5.7 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.

11.5.8 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.

11.5.9 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.

11.5.10 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.

11.5.11 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 undertaking such investigation such accounts and all relevant books and records.

11.5.12 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.

11.5. 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.

## 11.6 Registered Agents/Players contracts

11.6.1 Registered Agents must use either: (i) the Registering Union's model agent contract; or (ii) an alternative contract that complies with these Regulations and 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.

11.6.2 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.

11.6.3 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.

11.6.4 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.

## 11.7 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.

## 11.8 Approaches

11.8.1 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.

11.8.2 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.

11.8.3 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.

11.8.4 Registered Agents must not make any offer of contract, provide any letter of intent or offer any inducement to any Player under the age of 18 or to any parent, guardian, trustee or other person of such Player, except in the case of Players aged 16 or more where a contract is offered under which the only material consideration provided to the Player is in the form of a non-refundable financial grant to be applied only for the purposes of the Player's academic and/or vocational training for a period of 12 months or longer.

## 11.9 Registration of Agents

11.9.1 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 the 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 11.5 and such other conditions as may be determined by the Registering Union.

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

11.9.3 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.

11.9.4 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.

## 11.10 Renewal of Registration

11.10.1 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 the 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 11.5 and such other conditions as may be determined by the Registering Union.

11.10. 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.

#### 11.11 Cessation of Registration

11.11.1 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.

11.11.2 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.

11.11.3 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.

#### 11.12 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 11.9 and 11.10 as applicable to all Agents based in the Home Unions and these Regulations shall apply accordingly.

### 11.13 Discipline

11.13.1 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.

11.13.2 Subject to any right of appeal and save as otherwise set out in Regulation 11.13.4 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.

11.13.3 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 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 11.13.1 above as it considers appropriate.

11.13.4 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 Registered Agent 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 <b>one</b> 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 <b>two or more</b> 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 11.6.1 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 11.6.1 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 11.6.1 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 11.6.4 by not submitting full copy of Agent/Player contract within 28 days of written request	Failure to comply within 28 days of written request - Monetary fine of £100 (or Euro equivalent)  Failure to comply within a further 28 days - 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 11.4.4 by not signing Player's Club Agreement or Agent Declaration Form	Monetary fine at such level as is determined by the relevant Registering Union Registering Union up to a maximum of £1,000 (or Euro equivalent) payable by each non-compliance party.  Such decision will be final and binding.

## **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 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.

## **APPENDIX 2**

### **Irish Agent Registration Rules**

These Rules are supplemental to the International Rugby Board Regulation 5 (hereinafter “Regulation 5”) and the IRFU Regulation 11 (hereinafter the “Regulation 11”).

The Irish Agent Registration Board has adopted the following Rules which support Regulation 11 in governing Registered Agents in the island of Ireland.

#### **1. INTERPRETATION**

##### **1.1. Definitions**

In these Rules, unless contrary intention appears:

- (a) “Board” means the Irish Agent Registration Board which oversees the Scheme in Ireland;
- (b) “Code of Conduct” means the provisions of Regulation 5, Regulation 11 and these Rules;
- (c) “Dispute” means a dispute between an Agent and a Player;
- (d) “Home Union Agents Board” means the board which oversees Regulation 11;
- (e) “Independent Appeals Tribunal” means an independent tribunal appointed by and in accordance with the terms and procedures of Just Sport Ireland
- (f) “IRFU” means the Irish Rugby Football Union including its successors and assigns and the said expression shall also refer to any nominees of the IRFU its successors and assigns;
- (g) “IRUPA” means the Irish Rugby Union Players Association its successors and assigns and the said expression shall also refer to any nominees of the IRUPA its successors and assigns;
- (h) “Player Agent Agreement” means the agreement between a Player and an Agent that regulates the legal obligations between the two parties;
- (i) “Provincial Branch” means Connacht Rugby, Leinster Rugby, Munster Rugby or Ulster Rugby;
- (j) “Registered” means registered in accordance with Regulation 11;
- (k) “Regulations” means both IRB Regulation 5 and the IRFU Regulation 5;
- (l) “Rugby Contract” means a contract of employment between the Player and the IRFU and/or a Provincial Branch;
- (m) “Scheme” means the Home Unions’ Agent Registration Scheme;
- (n) “Standard Player Agent Agreement” means the agreement between a Player and an Agent that regulates the legal obligations between the two and in the form as prescribed by the Board and agreed between the IRFU and IRUPA ; and
- (o) “Standard Player Contract” means the IRFU standard player contract.

In addition to those terms defined under these Rules, where capitalised words are used in these Rules they shall have the meaning defined in the I.R.B. Regulations and Regulation 11. For the avoidance of doubt, should there be any conflict between the interpretation of the defined terms in the IRB Regulations, Regulation 11 and these Rules, the defined terms in these Rules shall prevail.

##### **1.2. Headings**

Headings do not affect the interpretation of these Rules

#### **2. SCOPE OF RULES**

##### **2.1. Compulsory Registration**

Players who wish to use an Agent to present, advise, counsel or assist them in individual contract negotiations with the IRFU and or a Provincial Branch and/or seek consent for the use of the Player’s intellectual property

in commercial property in commercial activities must use a Registered Agent. The IRFU and Provincial Branches will only engage in individual contract negotiations with Registered Agents.

## 2.2. Registrar of Registered Agents

- (a) IRUPA must maintain a register listing the Agents who are currently registered.
- (b) The register is to show in respect of each Registered Agent:
  - i. Full Name;
  - ii. Any business name of the Registered Agent and his/her employer;
  - iii. The address of the principal place of business of the Registered Agent;
  - iv. Contact details for the Registered Agent;
  - v. The date on which he/she was Registered;
  - vi. Details of the Registered Agent's professional indemnity insurance;
  - vii. Payment of annual fees;
  - viii. Attendance of annual Scheme professional development workshops;
  - ix. Particulars of any disciplinary action taken against that Agent by the Board; and
  - x. A list of the Agents registered in the Home Unions shall be published on the IRUPA websites

## 3. REGISTRATION

3.1. Each Applicant must comply with the conditions set out in Regulation 11.

3.2. The Board will use information submitted by an applicant for Registration for the purposes of determining a candidate's eligibility for Registration.

3.3. Each Registered Agent must disclose to the Board, any change to the information contained in their application form within two (2) weeks of such change.

3.4. If the Registered Agent pays the annual fee and complies with Code of Conduct then Registration shall continue until it is suspended, revoked or cancelled.

3.5. In the event that Registration is suspended, revoked or cancelled, the Agent shall not be entitled to a refund of any fees paid unless paid the Board, in its sole discretion, decides otherwise.

## 4. APPEALS

4.1. The Board may deny Registration to any applicant who does not meet the eligibility criteria referred to in Regulation 11. The Board shall notify the applicant in writing if his or her application has been refused and the reason for the refusal. If the applicant is dissatisfied with the Board's decision, then the applicant may appeal to the Independent Appeals Tribunal (who shall convene to hear and make judgment on appeal against a decision of the Board in relation to a decision by the Board to deny registration of an applicant).

4.2. The Independent appeals Tribunal will also convene to hear and make judgement on appeals against a decision of the Board in relation to any decisions by the Board to suspend, revoke or cancel registration of a Registered Agent.

4.3. The procedure in relation to an appeal is:

- (a) the aggrieved party shall notify the Board in writing within 14 days of being notified of the Board's decision that he/she wishes to appeal the Board's decision to the Independent Appeals Tribunal;
- (b) the Board must refer the appeal to the Independent Appeals Tribunal within 7 days of receipt of notification of the aggrieved party's decision to appeal;
- (c) the Independent Appeals Tribunal must, upon such a reference, notify the relevant parties who shall each have a right to be heard in respect of the dispute;

- (d) the Independent Appeals Tribunal, in hearing the appeal, must:
  - i. give the parties every opportunity to be heard;
  - ii. allow due consideration by each party of any written statement submitted to the Independent Appeals Tribunal;
  - iii. ensure that natural justice is accorded to the aggrieved party throughout the dispute resolution process;
  - iv. shall determine the appeal; and
  - v. give reasons, in writing for its decision.

The decision of the Independent Appeals Tribunal is final and binding on the parties.

## 5. SCHEME MANAGEMENT

5.1. IRUPA on behalf of the Board will be responsible for:

- (a) Managing the Scheme within Ireland in accordance with the Code of Conduct;
- (b) Accepting applications for Agents wishing to become Registered under these Rules ;
- (c) Processing all applications for final approval by the Board;
- (d) Issuing of an Agent registration number and certificate to all successful applicants;
- (e) Performing all acts and doing all things as appear to IRUPA as to be necessary or desirable for the proper management of the Scheme;
- (f) Establishing the content, composition of and nature of the annual Agent registration workshop;
- (g) Establishing the content, composition of and nature of the online exam; and
- (h) Processing complaints about alleged breaches of the Code of Conduct within the island of Ireland.

5.2. The Board will be responsible for:

- (a) Conducting hearings into alleged breaches of the Code of Conduct;
- (b) Final approval of all those candidates who are applying for registration; and
- (c) Approval of any amendments to these Rules.

5.3. The Board will be comprised of one member nominated by IRUPA, one member nominated by IRFU, an agent representative and an independent Chairman, to be agreed by all parties.

5.4. The agent representative will not sit on the Board whilst decisions are being determined in accordance with Rule 5.2(a) and 5.2(b).

5.5. The Board will determine matters by majority vote with the Chairman holding the casting vote in the event of a deadlock.

5.6. The Board will meet as often as is necessary to conduct business for the benefit of the Scheme.

5.7. The composition of the Board will be reviewed by IRUPA and the IRFU every two (2) years or such time as agreed in writing between IRUPA and the IRFU.

5.8. Subject to the Code of Conduct, the Board may develop its own operation procedures.

## 6. DISCIPLINE

6.1. An Agent, Player, IRFU or a Provincial Branch may notify IRUPA in writing of any alleged breach of the Code of Conduct by an Registered Agent;

6.2. IRUPA must upon notification of such allegation inform the Board and if the Boards deems necessary, convene a hearing in respect of the claim;

6.3. The Board in considering the allegations must:

- (a) Give the parties every opportunity to be heard;



- (b) Allow due consideration by each party of any written statement submitted to the Board; and
- (c) Ensure that natural justice is accorded to the parties throughout the investigation and disciplinary process.

6.4. Following any such investigation and in the event the Board determines that an Registered Agent is:

- (a) Engaged in any conduct which constitutes a ground for denial of Registration under Rule 3.1
- (b) Engaged in any act or omission by the Registered Agent which, in the reasonable opinion of the Board fails to meet the standard of conduct for maintaining Registration under the Code of Conduct ; or
- (c) In breach of any term of the Code of Conduct.

6.5. On determination of such an investigation the Board may:

- (a) Issue an informal reprimand in writing to the Registered Agent to be retained in the Registered Agent's File;
- (b) Issue a formal letter of reprimand to the Registered Agent;
- (c) Suspend for any period the registration of the Registered Agent; or
- (d) Revoke the registration of the Registered Agent.

The Board shall notify the Registered Agent in writing of the proposed suspension or revocation and the reasons therefore. The Registered Agent may challenge any suspension or revocation by appealing to the Independent Appeals Tribunal. In the case of suspension or revocation, the Board may require the Agent to reimburse the Board for all reasonable expenses incurred in the investigation and prosecution of the Agent including any appeal therefrom, except in such circumstances where the Registered Agent successfully appeals any suspension or revocation.

## 7. CANCELLATION

A Registered Agent may cancel his or her Registration at any time by notice in writing to the Board. No refund of any fees shall be paid to an Agent who cancels his or her Registration under these Rules.

## 8. MEDIATION

In the event of a Dispute, the following shall apply:

- (a) An Agent or Player may notify IRUPA in writing of the Dispute;
- (b) IRUPA must within seven (7) days of receiving the notice specified in 8(a), provide written notice of the Dispute to the relevant parties and to the Board specifying the nature of the Dispute;
- (c) The issue must be discussed between the parties within fourteen (14) days of the written notice being given;
- (d) In the event the Dispute remains unresolved for a further period of fourteen (14) days, the Board shall be arrange a formal mediation of the Dispute;
- (e) The mediator should be an independent person agreed by the parties and in the absence of agreement will be appointed by the Sports Dispute Resolution Panel. If the issue is not resolved by mediation then it shall be referred to the arbitrator appointed by the Sports Dispute Resolution Panel in which case the decision of such person in relation to that dispute shall be final and binding, except in the case of a manifest error of fact or law.
- (f) The costs of any such formal mediation or arbitration conducted in accordance with Rule 8(d) above shall be shared equally between by the parties to the mediation.

## 9. CODE OF CONDUCT

An Registered Agent must abide by the Code of Conduct that is in operation from time to time.

## 10. PLAYER AGENT AGREEMENTS

10.1. Subject to Rule 10.4, prior to representing, advising, counselling or assisting a Player, a Registered Agent must enter into and comply with the terms of a Player Agent Agreement with the Player that the Registered Agent intends to represent, advise counsel or assist.

10.2. The Agent must provide an executed copy of the Player Agent Agreement to the relevant Player and to IRUPA within twenty eight (28) days of execution.

10.3. The terms of the Standard Player Agent Agreement may only be amended where such amendments are more beneficial to the Player.

10.4. If a Registered Agent has a pre-existing agent agreement with a Player prior to the effective date of these Rules, that agreement will continue to operate provided that no pre-existing agent agreement shall automatically rollover following the expiration or termination of the current term of such agreement despite any wording contained therein. If a Player wishes to continue to utilize the services of the same Agent following such termination or expiration they must enter into a Standard Agency Agreement.

10.5. In the event an Agent's Registration is suspended, revoked or cancelled, a Player shall have the right to terminate any Player Agent Agreement with such Agent.

## 11. AMENDMENTS TO THE SCHEME DOCUMENTATION

11.1. The Board may from time to time amend these Rules or the Standard Player Agent Agreement.

11.2. The IRFU with approval of the Home Unions Agents Board may from time to time amend the Regulation 11.

11.3. The International Rugby Board may from time to time amend Regulation 5.

11.4. Registered Agents will be bound by such amendments from time to time. Copies of such amendments will be provided by or on behalf of the Board to Registered Agents to their postal address or e-mail address and the Agents are treated as having received such amendments on the day of delivery to such address if a business day, otherwise on the next following day delivery to such address if a business day, otherwise on the next following business day.

11.5. IRUPA will advise the IRFU in writing at least six (6) weeks prior to making any amendments proposed by the Board to the Rules. The IRFU must within two (2) weeks advise IRUPA in writing of any objections that they may have to the proposed amendments to the Rules. If the objection is not dealt with to the IRFU's satisfaction, then the IRFU may advise IRUPA in writing that it no longer wishes to be part of the Scheme. Any communication sent to the IRFU pursuant to these Rules will be sent to the Chief Executive Officer and the Human Resources Director.

## 12. CONFLICT OF APPLICATION

These Rules sit beneath the Regulations, should there be any conflict in application between these Rules and the Regulations, the latter shall prevail.

## 13. CONTRACTING OUT VOID

The provisions of the Code of Conduct shall have effect despite any stipulation to the contrary and no contract or agreement made or entered into by any Agent, Player, Provincial Branch or the IRFU following the commencement of the Scheme shall operate to annul, vary or exclude any of the provisions of the Code of Conduct.