

**HONORARY SECRETARIES OF CLUBS SHOULD BRING THE FOLLOWING MATTERS TO THE NOTICE OF MATCH SECRETARIES, TEAM CAPTAINS AND COMMITTEE MEMBERS AT THE START OF THE SEASON. IN THE CASE OF DOUBT THE BRANCH BY-LAWS AND REGULATIONS SHOULD BE CONSULTED.**

**COMMUNICATIONS TO THE BRANCH**

**All communications between Club and Branch should be dealt with by the Honorary Secretary.**

**FINANCIAL CHARGES (INCLUDING VAT - WHERE APPLICABLE)**

Affiliation Fees: Due prior to 1st September each season

Clubs	IRFU Affiliation	£ 50.00 + Vat
	Branch Affiliation	£250.00
Schools	IRFU Affiliation	£15.00 + Vat
	Branch Affiliation	£55.00

Competition (payable per team)

	Senior, Qualifying, 2nd XV,	£210.00 per team
	Junior	£200.00 per team
	Minor	£110.00 per team
eg: Club with 1st XV in Senior League		£210.00
2nd XV in 2nd XV League		£210.00
3rd XV in Junior League		£200.00
Affiliation		<u>£250.00</u>
		£870.00
IRFU		£ 50.00 + Vat

Personal Accident Insurance premiums payable in addition to above per team - £1520.00 (except U20, Youth and School teams where IRFU will bear the cost).

R.O.I. Clubs 1930.00 Euros

Hire of Ravenhill		Prices on Request
Branch Handbook	£ 10.00	
Fines (Minimum)		£ 100.00

**INSURANCE:(PLAYERS) PERSONAL ACCIDENT SCHEME**

You will have received direct from IRFU instructions regarding Insurance which becomes due for renewal annually on 1st August and which is compulsory and should be paid immediately after this day, but not later than 1st day of October. Any Club having not paid the insurance due may lose their access to international tickets.

It is most important that your Club is insured to provide cover for all players whilst playing or training. Clubs are encouraged to take maximum cover and negotiate directly with the Insurance Company. Referees/Coaches appointed by Clubs or Schools for Friendlies, Mini Rugby etc should be covered by Clubs/Schools Public Liability Policy.

## **IRFU LAW RE CLUB STATEMENTS OF ACCOUNTS**

When a Club fails to submit its Statement of Accounts for the preceding season on or before 31 October, it will not be allocated any tickets for International matches for the following season. This rule will be strictly enforced for the forthcoming season.

## **INTERNATIONAL TICKETS**

Honorary Secretaries are advised to approach Club members early in the season to ascertain their ticket requirements for International matches. It is essential that all ticket applications reach the Branch Office by the specified dates. Ticket allocations must be taken up, no refunds can be made. Clubs must keep a record of the serial numbers of all reserved tickets issued to their members so that remedial action may be taken in the event of loss, or other enquiry. If tickets allocated to a club are subsequently re-sold above their face value the club's future allocation may be reduced or withdrawn by the Branch. Clubs should advise their members that a member allocated tickets by the Club is responsible for ensuring that his tickets are not subsequently re-sold above face value. It is imperative that all reserved tickets are stamped with the name of the Club to which they have been issued. Failure to collect tickets by the specified date may result in tickets being reallocated, without prejudice however to the right of the Branch to invoice the Club to which they were initially allocated.

## **AGE GRADE RUGBY – CODE OF ETHICS**

All Club Secretaries have received copies of the Code of Ethics for Age Grade Rugby. The purpose of the Code is to establish and maintain standards of ethical behaviour especially in the coaching practices of young players. Club Secretaries are to provide copies of the Code to all grade coaches/managers and assistants. After reading the document each age grade coach/manager and assistant is required to sign the declaration page and hand it to the Club's Youth Co-ordinator. The Youth Co-ordinator is then also required to sign each declaration and retain it for future reference.

## **EQUALITY STATEMENT**

We the Irish Rugby Football Union (Ulster Branch) aim to promote the sport of Rugby Football for all people who live in Ulster and will be mindful of the need to carry out our functions in a manner which promotes equality of opportunity between;

- Persons of different religious belief, political opinion, racial group, age, marital status or sexual orientation
- Between men and women generally
- Between persons with a disability and persons without
- Between persons with dependents and persons without

## **SUMMARY OF DUTIES AND RESPONSIBILITIES OF A RUGBY CLUB**

### **(1) PRE-MATCH**

- (a) Clubs should ensure that the ground is available, fit for play, and correctly marked and flagged. The home Club shall be the sole judge of the fitness of the ground for the playing of a League or Cup match under the auspices of the

Ulster Branch, up to kick-off time.

- (b) Clubs having two or more grounds situated in different parts or who have the use of Public Authority pitches are requested to give the opposing Clubs and Branch 4 WEEKS notice of which ground is being utilised. Any change in venue should be confirmed with the Branch, the opposition, and the Referee at the earliest possible time. The time of kick-off cannot be altered without prior Branch permission.
- (c) Teams should arrive in good time, be properly equipped for the game (with particular reference to studs) and should have a Touch Judge. Two Touch Judges must be appointed before the start of the match. Unless these have been appointed by the Branch or the Union it is the responsibility of each team to provide a Touch Judge. (different regulations apply for AIL matches)
- (d) The opposition and Referee should be met by an official of the home team, and shown to the changing accommodation.
- (e) It is recommended that a Qualified Doctor should be in attendance at all matches, as well as an ambulance and stretcher facilities.

**(2) DURING THE MATCH**

- (a) Players are expected to play within the spirit of the game and must accept all decisions of the Referee without dissent of any kind.
- (b) Clubs should ensure that their spectators behave properly with regard to shouting abuse at players or the Referee.

**(3) AFTER THE MATCH**

- (a) Club Selectors are asked to take account of vicious or unfair play, whether detected by the Referee or not, in selecting future teams.
- (b) Clubs should encourage players and members to mix with the opposition after the match, and the Home Captain should ensure that the Referee is being looked after. Remember that the latter may have travelled more than 100 miles to referee a match between two local teams and should be entertained accordingly.

**(4) RESULTS OF MATCHES**

The results of matches played on Saturday for inclusion in that evening's Sports Results should be telephoned with least possible delay. If received in time they will be given every consideration. To avoid duplication the Home Club should be responsible for this important assignment, which should be delegated to one member of the Club.

	Tel.	Fax.
BBC	028 9033 8000 (sports)	028 9033 8812
Downtown Radio	028 9181 5555	028 9181 7878
Ulster Television	028 9032 8122	028 9024 6695
Ireland's Saturday Night	028 9026 4000	
Newsletter/Sunday News	028 3751 0763	028 9066 4412
Belfast Telegraph Sportsline	028 9026 4000	028 9055 4508

Irish Times  
Irish Independent  
Irish News  
Sunday Life

(003531) 6792022  
(003531) 7055333  
028 9032 2226  
028 9026 4307

028 9033 7545  
028 9055 4507

#### **RECOMMENDED STANDARDS FOR GROUNDS AND ACCOMMODATION**

- 1 The ground shall comply with Law 1 of the Game of Rugby Football.

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- 2 The playing enclosure should be of the maximum dimensions stated in the Law but shall not be less than:-

between goal lines	96.00 m	(max 100 m)
between goal line and dead ball line	10.00m	(max 22 m)
between touch lines	66.75 m	(max 69 m)

The area surrounding the field of play and in-goal should preferably be not less than 4.5 m.

Notwithstanding Law 1 (3) of the Laws of the Game of Rugby Football, it shall be the sole responsibility of the home team to ensure that the field of play and in-goal areas conform to these minimum dimensions.

- 3 The playing enclosure should be a level plane surface, due allowance being made for surface water run-off, but, where this surface is tilted, the gradients should not be greater than 1 in 100 longitudinally and 1 in 75 transversely provided that the maximum difference in levels should not exceed 1.2 m.
- 4 The playing enclosure shall be used only as a sports ground and shall be well and regularly maintained. The surface shall be true and free from ruts, undulations, bumps, dips and hollows and shall be well drained.
- 5 Adequate changing accommodation shall be provided within or about the curtilage of the playing fields. This accommodation shall, inter alia, include a separate changing room for the visiting team and adequate showers and toilet facilities.
- 6 A Club is not precluded from using public playing facilities provided they conform to the above requirements. However, if regular use is to be made of such facilities, proof in writing must be forwarded to the Branch Office before the end of the preceding season stating that these facilities will be available to the Club throughout the coming season.
- 7 In exceptional circumstances the enforcement of these requirements shall be at the discretion of the Committee.

#### **SPONSORSHIP, ADVERTISEMENTS, AWARDS AND OTHER RELATED MATTERS**

Current details made available from Ulster Branch on request.

#### **PREVENTION AND TREATMENT OF RUGBY INJURIES**

#### **GENERAL RECOMMENDATIONS**

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- 1 The Club/School telephone number and the address of the ground should be displayed prominently near the telephone.
- 2 Each Club/School should have a qualified Doctor or First Aider in attendance at the ground for training and matches.
- 3 Every Club/School must have a stretcher and a number of triangular bandages. It is strongly recommended that Clubs have a treatment room with proper lighting and heating, a wash hand basin, examination couch and a well-stocked medical cabinet.
- 4 A vacant parking space with access to the playing pitches should be left for an ambulance.
- 5 Pitches and training areas should be clear of stones and pot-holes. Use flexible corner flag posts. Goal-posts and lamp-standards and barriers adjacent to the pitches should be padded.
- 6 Records should be kept of the details of all injuries and treatment.

## **PREVENTION**

### **1 MEDICAL**

- (a) Players should have a pre-season medical examination before commencing training.
- (b) Players should have a preventive course of anti-tetanus injections.

### **2 FITNESS**

- (a) Players should be fit at the start of the competitive season. Training should start at least one month before the season and should be gradually increased. Unaccustomed heavy training loads early in the season will produce discomfort and perhaps injury. In particular weight training must be gradually developed.
- (b) In addition to general endurance, special attention should be paid to the neck and shoulder muscles before and during the season. These muscles can provide protection to the neck against injury.
- (c) Before each training session or match, players should undertake a routine of muscle flexibility and warm-up exercises for at least five minutes immediately prior to going on the pitch. This should include a gradual stretching of the muscles followed by a more dynamic warm-up in which the muscles are put through the full range of movement.
- (d) After injury a player should be thoroughly tested before returning to full competitive training. A player who is not fit to train is most certainly not fit to play a match.

### **3 TECHNIQUE**

- (a) Serious injuries are most likely in contact situations. Players must be taught and coached the correct methods of falling on the ground, tackling, rucking, mauling and scrummaging. Coaches must not teach or condone dangerous practices.
- (b) At School and Youth level, teams should be matched as far as possible in terms of age, strength and experience. No player should be played in the front row of the scrum unless he has the suitable physique and has been taught the necessary skills. The replacement law should be used as much as possible to minimise the risks of playing in unaccustomed positions.

#### **4 REFEREEING**

Many laws are to protect the players from injury and to make the game safer. Laws should be implemented strictly to eliminate foul play and to prevent accidental injuries by recognising situations which are potentially unsafe.

#### **5 PERSONAL PROTECTION**

- (a) Boots should fit firmly over the ankle bones and be padded.
- (b) Check studs and soles for sharp edges. Do not run on a hard surface as part of the warm-up.
- (c) Do not chew gum when training or playing.
- (d) Wear a properly fitted mouth guard to protect the jaw and teeth and to minimise the risk of concussion.
- (e) After a dislocation of the collar-bone wear a sponge pad sewn into a pocket inside the jersey.
- (f) Players, particularly forwards, should wear light shin-guards.

### **TREATMENT**

#### **1 SPINAL INJURIES**

If a spinal injury is suspected, ie a player lying on the ground unable to move, do not attempt to move the player until expert attention is available.

#### **2 HEAD INJURIES**

Loss of consciousness, memory loss, confusion are evidence of concussive injuries. No player should be allowed to remain on the field following such an injury and a medical opinion should be sought immediately, either from a doctor or a hospital. A player who has been severely concussed should not train for at least one week and not play for at least three weeks.

#### **3 SOFT TISSUE INJURIES**

Injuries to muscles, tendons, ligaments and skin cause bleeding and swelling. To stop the bleeding and reduce the swelling the immediate treatment is I.C.E.

- I      **ICE** - apply by using crushed ice or ice packs, eg, Cryogel, wrapped in a wet towel for 20 minutes
- C      **COMPRESSION** - by bandaging
- E      **ELEVATION** - by raising the limb to reduce the blood flow to the injured area

The treatment should be repeated until the bleeding has stopped.  
No massage or heat should be applied during the first 48 hours.

***REGULATIONS GOVERNING ALL LEAGUE AND CUP COMPETITIONS***

**SECTION 1 – GENERAL REGULATIONS**

## **1 COMPETITIONS MANAGEMENT COMMITTEE ("CMC")**

The CMC shall decide:-

- (a) the dates on which matches, including replays, shall be played
- (b) the venues of matches
- (c) whether or not extra time if necessary shall be played

## **2 FIXTURES**

Fixtures shall be arranged at meetings of club representatives convened for the purpose and shall be placed before the CMC for its approval. In case the representatives of any 2 clubs cannot agree in regard to the date on which any match shall be played, the CMC shall decide the same.

## **3 DURATION OF GAMES**

- (a) The duration of a match shall normally be 80 minutes (except in the case of Schools Cup matches) subject to the Laws of the Game.
- (b) In all Cup Competitions, (except Schools Cup matches) extra time of 10 minutes each way will be played in the case of a draw at full time. Extra time will also be played in all play-off matches for promotion or relegation.

## **4 REFEREES**

- (a) The Ulster Society of Rugby Football Referees shall (whenever possible) appoint Referees for all League and Cup matches, except for the finals of Cup or League Competitions, when the Society, through its representative, shall, at a Committee meeting held prior to the date of the final of each Cup Competition, recommend the name of a Referee to the Branch Committee for its approval.
- (b) In relation to Law 6 (Laws of the Game) if a referee, having been duly appointed for a Cup or League game, is not in attendance, or if such appointment was not made, or if a referee who was appointed for a Cup or League game is unable to officiate for the whole period of a match, the game as scheduled may be postponed or in the latter case may be abandoned and reported to the CMC
- (c) If either Club offers an alternative person to referee (including a referee spectating at the ground) in circumstances covered by (b) to enable the match to be played or concluded, agreement to the arrangements should be confirmed by both Captains signing the team lists submitted to the Referee before the game or before the game is concluded.
- (d) Save as provided in (c) above, changes of a referee's appointment after arrival at a ground can only take place with the approval of a Referee's Selector.
- (e) Referees may refuse to permit players to take part in a game if not wearing the registered Club jersey. If the registered colours of teams in a match are of such similarity as would present playing or refereeing difficulties, it is the responsibility of the home team to make the necessary change and to notify the Branch and opponents of such change.

## **5 POINTS**

- (a) The team winning a league match shall be awarded 2 points. In the case of a drawn league game, each team shall receive 1 point. Any team failing to fulfil a league fixture shall have 3 points deducted from its league points scored and their opponents shall receive 2 points. In the case of 2 or more teams having an equal number of points, a deciding match or matches may be arranged as the CMC may determine.
- (b) Any team scratching an away league fixture will forfeit home advantage in the return fixture. (If circumstances permit, this may be carried forward to the next season at the discretion of the CMC.)
- (c) Any team scratching more than 2 league matches in a season may, at the discretion of the CMC, be debarred from entering a particular league competition in the following season.

## **6 NOTIFICATION OF RESULTS**

- (a) The referee shall forward the result of each match in writing to the Branch within 48 hours of the conclusion of the match. He should also report on any other matter of importance affecting the game, including serious injury.
- (b) Each Club shall forward the result of all Cup and League matches played during each week on the special forms provided. Such forms must be submitted weekly so that they reach the Branch not later than the Wednesday following the matches for the preceding week.

## **7. REGISTRATION, ELIGIBILITY AND MOVEMENT OF PLAYERS, AND PAYMENTS TO PLAYERS**

- (a) All Clubs are subject to the provisions of the IRFU Regulations Governing Rugby at Club Level in Ireland (in this regulation referred to as "the Club Rugby Regulations") – see Annex A.
- (b) In addition the following provisions shall apply:-
- (i) Clubs playing in Division Two of the Qualifying League, or in any division or league below Division Two of the Qualifying League, shall be permitted to register with the Branch, before 1 September in each year or one week prior to the official commencement of the league programme whichever is the earlier, no more than one overseas player to play 1<sup>st</sup> XV rugby. In determining the eligibility of players to register under this provision the provisions of paragraphs (a) to (e) regarding the "Eligibility of Players" for Qualifying League Division One (see Annex C) shall be deemed to apply for this purpose as they apply to clubs playing in Division One of the Qualifying League.
  - (ii) A player must be a member of the Club for which he plays and in the case of knock-out Cup Competitions he shall be ineligible to take part in any Competition unless he shall have been a member of his Club before the commencement of the particular Competition.
  - (iii) A player who has ceased to be member of a Club owing to his subscription being in arrears shall, on rejoining such club, be considered a new member thereof.
  - (iv) A player may transfer as a playing member from one Club to another provided he is free from any financial obligations with the Club he is leaving, has given at least one month's written notice to that Club, and the CMC has approved the transfer.
  - (v) A player whose transfer has been completed in accordance with the provisions of

Regulation 4.4 of the Club Rugby Regulations after the 31 January in any year will not be eligible to play for his new Club in Branch League or Cup Competitions.

## **8. QUALIFICATION OF PLAYER – AIB LEAGUE AND QUALIFYING LEAGUE DIVISION 1**

- (a) Clubs playing in the AIB League :-
- (i) are subject to the provisions regarding the registration and eligibility of players set down in Regulations 13 and 14 of the AIB League Regulations 2005-2006 – See Annex B, and
  - (ii) shall, on or before 1<sup>st</sup> June in any year, submit to the Branch a copy of the list of playing members who are registered with the appropriate Branch complete with registration numbers under the provisions of Regulation 13.1 of the AIB League Regulations 2005-2006.
- (b) Clubs playing in Division One of the Qualifying League are subject to the provisions regarding the registration and eligibility of players set down in the IRFU Guidelines for Qualifying Leagues – See Annex C.

## **9 NAMES OF PLAYERS**

The registration numbers and full names of the players of each team must be given to the referee before the start of each match and he shall forward same to the Branch within 48 hours of the match. The names may be examined by the CMC.

## **10 REINSTATEMENTS**

- (a) The CMC shall have the power to reinstate players who have become disqualified from league or cup competitions, provided that application is made in writing to the Branch on the form provided for this purpose and same is received by the Branch by 10am 3 working days before the match in which the player seeks to play.
- (b) A player becomes disqualified if, during the current season, he has played, in aggregate, four or more cup and league matches for a team in the Club playing in the next highest grade of League, or once for a team in a higher grade of League than the next highest grade, or has ever played international or senior representative rugby football. Also, a player joining the Club from another Club becomes disqualified **until** reinstated. For the purposes of this regulation the grades of League shall be AIL/Ulster Senior, 2<sup>nd</sup> XV, Qualifying, Junior and Minor.
- (c) The provisions at (b) above shall not apply to a player in the Under 20 League, (see Under 20 League Regulation 47 (g))

## **11 UNQUALIFIED PLAYERS**

If any Club includes in its team, any player who is not duly qualified to represent it, the team shall be deemed to have lost the match and, in the case of a league match will also have one point deducted from its league total to date and may at the discretion of the CMC be excluded therefrom for the remainder of the season.

**12 THE NUMBER OF PLAYERS AND THE REPLACEMENT AND SUBSTITUTION OF PLAYERS**

- (a) A team must comply with Law 3 of the Game in respect of the nomination and replacement/substitution of players.
- (b) Subject to (a) above the following provisions shall apply:-

	Players Nominated	May Play as Subs or Replacements
(i) Adult Cup/Shields Semi Final and Finals	20	5
(ii) Ulster Senior League	20	5
(iii) Senior Cup	20	5
(iv) Qualifying League Section 1	17	2
(v) Junior, Gordon West, Towns, McCrea Cups (Up to and inc quarter finals)	17	2
(vi) Under U20s & All Youth Matches	22	7

**13 CUP TIED PLAYERS**

- (a) A player may play for only one team in any particular Cup Competition.
- (b) A Club may not select a player from a higher team to play in the semi-final or final of any cup unless the player has played in a previous round of the competition or in exceptional circumstances permission is granted by the CMC. For the purposes of this provision a player from a higher team shall be deemed to be a player who, during the current season, has played four or more matches in aggregate for a higher team or teams in cup and league competitions.
- (c) (i) Exceptionally, the CMC may approve an application to play in the Crawford Cup made on behalf of a player who, having played in previous rounds of that competition, has subsequently been called upon to play on a one off basis in the semi-final or final of the Towns or McCrea Cup.
- (ii) Application shall be made in writing to the Branch Office and be received, three working days before the match in respect of which the application is made.

**14 CLOSED DATES**

League, Cup or Friendly matches must not be arranged for the afternoon, in Belfast and within a radius of 25 miles of Belfast, on dates closed by the Branch Committee.

**15 STARTING TIMES OF MATCHES**

- (a) Normal kick-off time for all Saturday matches whether League, Cup or Friendly will be 2.30 pm. For matches on 'closed dates' the kick-off time will be 12 noon or earlier.
- (b) Application to vary these kick-off times must be made in writing to the Branch Office 10 days before date of match.

#### **16 POSTPONEMENT OR CANCELLATION OF MATCHES**

- (a) Any Club postponing or cancelling a match for any reason must immediately notify:-
  - (i) The Honorary Secretary or an authorised official of the opposing Club
  - (ii) The Branch in writing eg Fax or e-mail (Branch will notify Referee if cancellation is more than 24 hours before kick-off).
  - (iii) The Referee, if postponement or cancellation is within 24 hours of kick-off.
- (b) Any Club failing to comply with (a) above shall be liable to a fine of £100 in respect of the expenses of a referee who travels, and may, at the discretion of the CMC, be held liable to pay the travelling expenses of the visiting Club.
- (c) Any Club postponing or cancelling a match within 24 hours of the fixture shall also be liable to:-
  - (i) A fine of £50 if notification of such postponement or cancellation is given under the provisions of (a) above on the day preceding the fixture, or
  - (ii) A fine of £100 if such notification is given within 12 hours of the fixture, or in the event that no such notification is given.
- (d) Any Club failing to fulfil a Cup fixture will be fined £100
- (e) All postponed or cancelled League or Cup matches must be reported by both Clubs on the Weekly Results Report Form. The offending Club should confirm forfeiture of points if appropriate, or both Clubs should confirm match rearrangement if this has been mutually agreed, giving date, venue etc.
- (f) If agreement cannot be reached on forfeiture or rearrangement this should be reported by both Clubs and the decision will stand referred to the CMC. The offending side MUST immediately inform the CMC of the reasons why they failed to fulfil the fixture and why the CMC should not award points to the non offending side.

#### **17 ORDER OF CANCELLATION**

- (a) Clubs must cancel or postpone League and Cup matches from the lowest team upwards.
- (b) Cup games within their designated sections take precedence over league games.
- (c) The penalty for violation of the above is:
  - (i) If a team plays a Cup or League match on the same day as the Club has cancelled a Cup or League match of a higher team then the result will be declared null and void and its opponents will be declared the winners

- (ii) Teams lose 1 point for each match played in a league at a lower level and their opponents receive 2 points.
- (d) When cancellation in the order prescribed above is impracticable (eg because of late cancellation or difficulties arising from an assigned pitch being declared unplayable) full details must be sent to the Branch in writing by the Club responsible for the cancellation within 72 hours of the cancellation. The CMC will then decide whether or not the above penalty will be imposed.

### **18 CHANGE OF DATES**

When the date and time of any match has been approved by the CMC, the same shall not be changed without the permission of the CMC and any Club or Clubs contravening this regulation shall be deemed to have lost the match unless the CMC rules otherwise. Any postponed game must be re-arranged, and notification sent to the Branch by the Home club, within 14 days of the original date, in default of which the game may be re-arranged by the CMC.

### **19 FAILURE TO PLAY**

- (a) League and Cup matches must be completed by the date specified by the CMC
- (b) In the event of a Club failing to play off a match or replay on the stipulated date or refusing to play extra time if ordered to do so by the CMC having control of the competition, it shall be adjudged to have lost the match unless the CMC considers there was a reasonable and proper cause for the refusal and, if the match is a Cup match, shall be liable to a fine of £100.
- (c) Cancellations received at the Branch less than 24 hours prior to kick off times will result in the loss of 1 unit. Cancellation received at the Branch less than 12 hours prior to kick off time will result in the loss of 1 unit plus a fine of £50 (irrespective of the day of the match). Clubs on accumulating 3 units will lose 1 International ticket from each match in their Annual Allocation.

### **20 PROTESTS OR APPEALS**

- (a) A Club wishing to make an official protest or appeal to the CMC in relation to a fixture must do so in writing on Club note paper signed by the Honorary Secretary or a senior office-bearer of the club to reach the Branch Office within 96 hours after the end of the match to which it relates.
- (b) Whether at the instigation of a Club under (a) or otherwise, the CMC may at any time scrutinise team lists, reinstatements, referees' reports or other relevant material, and apply competition regulations as appropriate.

## **21 FITNESS OF GROUND**

Prior to kick-off the Home Club shall be the sole judge of the fitness of the ground for the playing of a League or Cup match. In the case of a public ground the decision shall lie with the groundsman in charge. Once a match starts the referee is the sole judge of the fitness of the ground.

## **22 TROPHY OWNERSHIP & RESPONSIBILITY**

- (a) The Trustees of the Branch for the time being shall be for all intents and purposes the legal owners of all cups and shields in trust for the Branch.
- (b) Cups and shields shall be presented to winning Clubs at the final or conclusion of the competitions. Clubs winning a cup or shield shall, when the presentation has taken place, give to the Honorary Secretary of the Branch, a written guarantee for its safe custody and return when directed by the Branch.

## **23 ENTRY TO COMPETITIONS**

Applications for all competitions must be made to the Branch on the appropriate form in accordance with Branch regulations.

## **24 CUP DRAWS**

The CMC shall arrange to make the draws for all knock-out cup competitions. Each competing Club shall be notified of the result of the draw, dates and venues of each round, and of the instructions to referees regarding whether extra time should be played in the event of a draw. (See 3 (b))

## **25 DECISIONS OF THE CMC**

The Clubs Committee, at its regular monthly meeting, shall be the arbiter of any decision of the CMC which is disputed by a Club, provided that where reference to a monthly meeting of the Clubs Committee is impractical a Club may appeal direct to the Branch Committee in writing on Club note paper signed by the Honorary Secretary or a senior office-bearer of the Club.

## **26 REPORTED PLAYERS**

Players sent off the field of play, or cited in domestic rugby are subject to the provisions set down in Section 5 of the Regulations of the Irish Rugby Football Union (Regulation 5) – See Annex D.

## **27 USE OF DRUGS**

The use of drugs by players is subject to the provisions set down in the Irish Rugby Football Union Regulations Governing the Use of Drugs – See Annex E.

## **28 MATCHES AGAINST TEAMS FROM OTHER UNIONS**

Matches against teams from other Unions are subject to the provisions set down in Section 5 of the Regulations of the Irish Rugby Football Union (Regulation 2) – See Annex F.

## **29 “SCRATCH” TEAMS**

“Scratch” teams are subject to the provisions set down in Section 5 of the Regulations of the Irish Rugby Football Union (Regulation 3). – See Annex G.

## **30 MOVEMENT OF INDIVIDUALS BETWEEN UNIONS**

The movement of individuals between Unions is subject to the provisions set down in Section 5 of the Regulations of the Irish Rugby Football Union (Regulation 4) – See Annex H.

## **SECTION 2 - BRANCH COMPETITIONS**

### **A – THE CUPS**

#### **31 THE ULSTER SENIOR CUP**

- (a) The Cup shall be called "The Ulster Challenge Cup".
- (b) The Cup shall be competed for annually by such Clubs as the CMC shall determine.

#### **32 PROVINCIAL TOWNS CUP**

- (a) The Cup shall be called "The Irish Provincial Towns Rugby Football Challenge Cup"
- (b) The Cup shall be competed for annually and should be open to the Clubs located in the provincial towns specified in paragraph (c) hereof and to such other Clubs as the Clubs Committee may annually decide.
- (c) The following shall be deemed provincial towns for the purpose of this competition:-

Antrim, Armagh, Armoy, Ballyclare, Ballymoney, Ballymena, Ballynahinch, Ballyshannon, Banbridge, Bangor, Carrickfergus, Cavan, Clogher, Coleraine, Cookstown, Donaghadee, Donegal, Dromore, Dungannon, Derry, Enniskillen, Holywood, Lame, Letterkenny, Lisburn, Limavady, Lurgan, Magherafelt, Monaghan, Newry, Newtownards, Omagh, Portadown, Randalstown, Strabane, Virginia.

#### **33 THE ULSTER RUGBY FOOTBALL JUNIOR CHALLENGE CUP**

- (a) The cup shall be called "The Ulster Rugby Football Junior Challenge Cup".
- (b) The cup shall be competed for annually and shall be open to teams participating in the Ulster Qualifying League (Sections 1 & 2), and 2nd XV League, save that not more than one team from any Club shall be entitled to enter.

**34 THE GORDON WEST CUP**

- (a) The cup shall be called "The Gordon West Cup"
- (b) The cup shall be competed for annually and shall be open to teams participating in the Ulster Qualifying League (Sections 3 & 4)

**35 THE McCREA CUP**

- (a) The cup shall be called "The McCrea Rugby Football Challenge Cup".
- (b) The cup shall be competed for annually and shall be open to teams from non AIL Clubs in Belfast and District, 2<sup>nd</sup> XV's of Belfast and District AIL Clubs, save that not more than one team from any Club shall be entitled to enter.

**36 THE CRAWFORD CUP**

- (a) The cup shall be called "The Ernie Crawford Memorial Cup".
- (b) The cup shall be competed for annually and shall be open to teams participating in the Junior League Sections 1,2 and 3 unless they have entered the Provincial Towns Cup or the McCrea Cup.
- (c) Subject to Regulation 13(c), any player who has played in the Provincial Towns Cup or the McCrea Cup shall not be eligible to play in the Crawford Cup.

**37 THE FORSTER CUP**

- (a) The cup shall be called "The Jakop V Forster Memorial Trophy".
- (b) The cup shall be competed for annually and shall be open to teams participating in the Ulster Junior League, (Sections 4 and 5.)

**38 THE MCCAMBLEY CUP**

- (a) The cup shall be called "The Herbert B McCambley Memorial Trophy".
- (b) The cup shall be competed for annually and shall be open to all teams participating in the Ulster Minor League.

**39 THE BUTLER SHIELD**

- (a) The trophy shall be called "The Butler Shield"
- (b) The trophy shall be competed for annually and shall be open to teams defeated in the 1<sup>st</sup> Round of the McCambley Cup.

**40 THE ROLAND BARR TROPHY**

- (a) The trophy shall be called "The Roland Barr Trophy".
- (b) The trophy shall be played for annually and shall be open to teams participating in Under 20 Rugby

**41 THE ULSTER SCHOOLS RUGBY FOOTBALL CHALLENGE CUP**

- (a) The cup shall be called "the Ulster Schools Rugby Football Challenge Cup".

- (b) The competition for the cup shall be under the control of the Committee and shall be organised by the Schools Committee.
- (c) The cup shall be open for competition annually to school clubs affiliated to the Branch.
- (d) Each school wishing to compete shall give notice in writing to the Honorary Secretary of the Schools Committee on or before the 1st day of October in each year, but this date may be extended at the discretion of the Committee
- (e) No boy shall be allowed to play in this competition for more than one school in any one season.
- (f) The draws for all ties shall be made by the Schools Committee at times and in manner determined by the Schools Committee.
- (g) The first named school shall have choice of ground in the event of a replay. Where 2 games are drawn, the Schools Committee shall decide the venue of the second replay. The Committee shall arrange the venues of the semi-finals and the final.
- (h) The Schools Committee shall arrange the dates by which all rounds shall be completed, excluding the date of the final which shall be arranged by the Committee. Dates of replays shall be fixed by the competing schools within 48 hours of the date of the drawn game.
- (i) Games shall be of 70 minutes duration including the final, subject to the Laws of the Game. Extra time of 5 minutes each way shall be played where a second (ie: the third game) or any subsequent replay is necessary, excluding the final. In the case of a draw in the final, there shall be no replay unless both schools agree.
- (j) Each competing school shall send to the Honorary Secretary of the Schools Committee, before the commencement of the competition, a statement that all members of the team who may take part in the competition, are eligible, in that they are in full attendance during ordinary school hours and have not attained the age of 18 on the previous 1st day of July.
- (k) No alteration shall be made in these regulations without the approval of the Committee.

## **B - LEAGUES**

### **42 ULSTER SENIOR LEAGUE**

- (a) This league shall be composed of the 1st XV's of such Clubs participating in the AIL, in such format as may be decided from time to time.
- (b) The winner shall be deemed to be the winner of the Stevenson Shield.

### **43 ULSTER QUALIFYING LEAGUE**

- (a) This league shall be open to 1<sup>st</sup> XV's of Clubs not participating in the AIL.
- (b) The winner of Section 1 shall play the winner of the 2<sup>nd</sup> XV league for the past Players Cup.

#### **44 ULSTER 2<sup>ND</sup> XV LEAGUE**

- (a) This league shall be comprised of 2<sup>nd</sup> XVs of AIL Clubs

#### **45 ULSTER JUNIOR LEAGUE**

- (a) This league shall be comprised of such sections and teams as the CMC shall from time to time determine.
- (b) The Section winners shall playoff to determine the winners of the Harden Cup.

#### **46 ULSTER MINOR LEAGUE**

- (a) This league shall be comprised of such sections and teams as the CMC shall from time to time determine.
- (b) The Section winners shall playoff to determine the winners of the Ravenhill Cup.

#### **47 U20 LEAGUE**

- (a) The winner of the Under 20 League shall receive the Sammy Hamilton Cup. In the event of two teams finishing level on points there shall be a play-off between the two teams.
- (b) The competition is open to all affiliated clubs or an amalgamation of affiliated clubs who wish to enter a team together for the duration of the competition. Players who participate as part of an amalgamation may play for their original club in other league or cup competitions (see Annex A, Regulation 4).
- (c) All players must be under 20 years of age on the 1<sup>st</sup> July preceding the season in which the Competition is played.
- (d) A bona fide schoolboy who is eligible to play for his school in an official school competition in which his school participates shall be ineligible to play in this competition. Should a schoolboy be ineligible to play in a schools competition through age, he shall be permitted to play in this competition.
- (e) The team consists of 22 players, 7 of which will be substitutes, all entitled to play as replacements. (See Law 3, IRB laws of the game.)
- (f) A player in the Under 20 League does not require reinstatement to and from another team within his Club, otherwise normal reinstatements apply as per Branch by-laws.

#### **(C) YOUTH RUGBY**

- 48 All Youth Competitions shall be governed by the Irish Rugby Football Union (Ulster Branch) Regulations for Youth in Ulster – seen Annex I.

#### **(D) OTHER COMPETITIONS**

49 All other competitions must be authorised by the CMC.

## **ANNEX A**

### **IRFU REGULATIONS GOVERNING RUGBY AT CLUB LEVEL IN IRELAND**

March 2003

IRFU Regulations Governing Rugby at  
Club Level in Ireland

18/10/2005

20

## 1. Definitions

"Appeals" means the Appeals Committee of the IRFU Committee"

"Branch" any one of the four Provinces, Connacht, Leinster, Munster or Ulster affiliated to the IRFU.

"Club" any Club or School affiliated to a Branch.

"Competitive Match" any match in any competition, league or cup under the jurisdiction of the IRFU or a Branch.

"Contracted Player" a Player under Contract to the IRFU at National, Provincial or Academy Level.

"Disciplinary Officer" means the Disciplinary Officer appointed by the IRFU pursuant to its Regulations

"Hearing Committee" shall include the Tribunal, the Appeals Panel, the All Ireland League Sub Committee or a Branch.

"IRB" International Rugby Board.

"IRFU" Irish Rugby Football Union

"Material Benefit" means money, consideration, gifts or other benefits whatsoever promised or given to a Player, his spouse or his immediate family, directly or indirectly or any third party in a fiduciary capacity on behalf of such Player, in cash or otherwise, from a Club or any third party for having participated in or undertaken to participate in any game of Rugby Football, but does not include:-

(i) reimbursement of expenses incurred for reasonable travel, accommodation, subsistence or other expenses incurred solely and directly in relation to training and playing of matches,  
or

(ii) any Material Benefit agreed between a Player and the IRFU.

"Panel" means the panel of persons appointed by the IRFU pursuant to its Regulations to act on the Disciplinary, Appeals or Misconduct Appeals Committee of the IRFU.

"Player " means any Player over the age of 14.

"Regulatory Tribunal" means the Tribunal set up pursuant to regulation 7 hereunder

"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 the Club or continuing to be a registered member of a Club.

"Season" means the Rugby Season which shall be from 1<sup>st</sup> August to 31<sup>st</sup> May in each year unless changed by the IRFU.

"Signing-on" means any Material Benefit paid in consideration of a Player

Money” undertaking to participate in any game of Rugby Football for the Club or becoming a registered member of a Club.

“Tribunal” means the Regulatory Tribunal

## **2. Regulations**

- 2.1 All Branches, Clubs and Players shall be bound by these regulations, in addition to the Laws and the regulations of the IRB.
- 2.2 Every Club shall be responsible for distributing, informing and explaining these Regulations to its players in a timely manner and where a dispute arises the Club shall provide evidence that this responsibility has been fully discharged.

## **3. Registration**

- 3.1 Every Club shall maintain a register of all its Players; the register shall contain the full name, address, date of birth and registration number.
- 3.2 Every Club shall on request provide the IRFU or a Branch with access to such Register, supplying the information requested by the IRFU or Branch. It is intended that Club Registers will be computerised and that the Branch and the I.R.F.U. will have direct access to same.
- 3.3 The Registration of any Player with a Club shall continue indefinitely from season to season unless the appropriate notice is given by the Club to the Player or by the Player to the Club in accordance with these regulations.
- 3.4 A player may be a member of more than one Club, but may only be registered as a player with one Club at any one time.

## **4. Eligibility**

- 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 registration number by the Branch of the IRFU to which his Club is affiliated.
- 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.
- 4.3 4.1 and 4.2 shall not apply :
- 4.3.1 to Dual Status Players as defined in the IRFU All Ireland League regulations.
- 4.3.2 to players registered with one Club and playing for another club in an Under 20 Competition or for a 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 I.R.F.U.
- 4.3.3 where consent of a Branch has been obtained in accordance with 4.5 below.
- 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 IRFU Inter Club Transfer Form No.2 as set out in Appendix 4 has been duly completed by all parties namely the Player, the new Club and the relevant Branch and has been received by the IRFU.

- 4.5 In special circumstances a Branch or the All Ireland League 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, the application shall be to the All Ireland League Sub Committee.
- 4.6 In addition to these eligibility regulations, the IRFU or a Branch shall be entitled to make particular eligibility regulations for Competitive Matches under their respective jurisdictions.
- 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.

#### **5. Movement of Players From One Club to Another**

- 5.1 A Player registered with a Club, who wishes to change Clubs shall give written notice to his Club (his former Club) and shall comply with the conditions set out below..
- 5.2 The notice referred to in 5.1 shall be substantially in the form set out in Appendix 4 Form 1 and shall be signed in duplicate by the Player and delivered to the Hon. Secretary or Director of Rugby or coach of the Player's team, as required in 5.3 below and one copy shall be signed by the person in the Club to whom it is delivered by way of receipt and dated and returned immediately to the Player.
- 5.3 Where a Player has played a Competitive Match for his former Club in any season he must give notice of his intention to move Clubs as set out above, before 1<sup>st</sup> May, if his former Club is an All Ireland League Club or before 1<sup>st</sup> August if his former Club is a Non All Ireland League Club.

Where the former Club and the new Club agree to the change of Clubs by the Player then notice to the former Club by the dates in 5.3 is not required.

- 5.5 If the Player wishes to be registered with a new Club, he must complete Form No.2 (in Appendix 4) and have this form completed by the Hon. Secretary of the new Club, certifying that no signing-on money has been paid or agreed to be paid directly or indirectly to the Player transferring to or playing for the new Club. This Form 2 duly completed must then be delivered to the Branch of the IRFU where the player is registered, together with Form No.1 (Notification of Intention to change Clubs) duly completed.  
The Branch must then transmit Form No.2 duly completed to the IRFU Rugby Administrator if either Club involved in the transfer is an All Ireland League Club. The fact that the IRFU have been notified of the new registration of the Player does not constitute registration by the new Club of the Player with the IRFU for the purposes of the All Ireland League Regulations.  
The All Ireland League Regulations relating to Player Eligibility must, where applicable, be complied with.
- 5.6 No Signing-on Money may be offered or given to a Player changing Clubs. This regulations applies also to the One Player referred to in Regulation 6.5 below. Where a Player has an un-expired Contract with a Club and wishes to change Clubs, any payment from the new Club to the former Club is a matter for the Clubs concerned and shall not be subject to the Dispute Resolution procedure at 5.9 below.

- 5.7 No Club or Branch shall induce directly or indirectly or attempt to induce any Player who is registered with a Club to leave such Club unless advance written notification has been given to the Hon. Secretary of the Club.
- 5.8 The fact that the procedures set out in clause 5 may have been complied with shall not prevent the former Club objecting to the Player changing Clubs for good and sufficient reason.
- 5.9 Dispute Resolution in relation to application to change Clubs.
- 5.9.1 Where the dispute in relation to the application to change Clubs is from one Club in the All Ireland League to another Club in the All Ireland League or where the change of Club is to a Club in a different Branch, the Player, the former Club or the new Club may apply to the All Ireland League Sub Committee to resolve the dispute.
- 5.9.2 Where the dispute does not fall within 5.9.1 the application shall be made to the relevant Branch.
- 5.9.3 The All Ireland League Sub Committee or the relevant Branch, as appropriate, shall hear the dispute in accordance with the principles of Natural Justice and make and notify the decision to the parties involved. Regulation 9 hereunder as appropriate and Regulation 10 shall apply to dispute resolution pursuant to Regulation 5.9.
- 5.9.4 Any party to the proceedings before the All Ireland League Sub Committee or the relevant Branch may, within seven days of receipt of notification in writing of the decision, appeal to the Appeals Committee of the IRFU and the provisions of Regulation 11 hereunder shall apply.

## **6 Payments to Players**

- 6.1 No Retention Money may be paid to a Player;
- 6.2 No Match Fees or Win Bonuses may be paid to a Player except within the following limits;
- 6.2.1 The maximum payable by a Club to a Player per season between match fees and win bonus shall not exceed €4,500.
- 6.2.2 For any one game the maximum payable by a Club to a Player shall not exceed €250 to be split in such manner as may be decided by the Club between match fee and win bonus.
- 6.2.3 The total of all payments by a Club to all its Players by way of match fees and win bonus shall not exceed €64,000 per season.
- 6.2.4 The maximum payments referred to at 6.2.1, 6.2.2 and 6.2.3 shall not apply to payments by Clubs to Players in respect of the semi-final and final of the All Ireland League Division One.
- 6.3 A Club may provide Players with reasonable and necessary rugby kit and with refreshments immediately after games.
- 6.4
- 6.4.1 Subject to the limit of €64,000 at 6.2.3 above a University Club may provide for a Player a bona fide bursary or scholarship as a student at that University up to a

maximum of €4,500 per Player per season.

- 6.4.2. A University Club must supply to the IRFU full details of receiving a bursary or scholarship before 1<sup>st</sup> November in each year.
- 6.4.3 A Club may make a contribution to the cost of a bona fide tour to play a match or matches against another Club undertaken by the Club and approved in advance by the IRFU provided that the total payment to a Player per season (apart from payments under 6.2.4) by way of match fees, win bonus and contribution to the tour shall not exceed €4,500.
- 6.4.4 Subject to obtaining approval in writing in advance from the IRFU a Club may establish a Bona Fide Academy for the benefit of young players within guidelines to be determined by the IRFU from time to time. The limit of €64,000 in regulation 6.2.3 shall not apply to such Academy payments. However no player in a Club Academy may receive Material Benefit in excess of €2,500 per season from the Club.
- 6.5 Regulation 6 shall not apply to One Player (who may or may not be an Overseas Player within the meaning of the All Ireland League Regulations) per Club, provided that the Club supply to the IRFU details of such Player contract before commencement of the League in each year.
- 6.6 Save as provided for in these Regulations and save as may be permitted in the Contract between the IRFU and a Contracted Player no Material Benefit may be paid to a Player.
- 6.7 All Material Benefits paid to Players and details of the amounts paid to each Player shall be disclosed to the IRFU. Each Club shall provide to the IRFU at the end of each season, and not later than 31<sup>st</sup> August immediately following such season, certificates substantially in the form in Appendices 1, 2 and 3 annexed hereto, in relation to the payments and benefits paid by the Club to Players for such season. The Form in Appendix 5 must be sent, duly completed by the Club to reach the IRFU not later than 31<sup>st</sup> August in each year.
- 6.8 All figures in regulation 6 are gross (not Nett)

## 7. Compliance with Regulations : Regulatory Tribunal

- 7.1 All Branches, Clubs and Players shall be deemed to have full knowledge of these regulations and shall be bound to comply with same.
  - 7.1.1 The regulations shall be enforced by a Regulatory Tribunal (the Tribunal) and where appropriate by the Appeals Committee and by the IRFU. The Tribunal shall consist of a Chairman appointed by the IRFU and four other members
  - 7.1.2 The Disciplinary Officer or the Chairman of the Tribunal shall appoint these four other members from the panel of members appointed pursuant to 7.1.4 below as may be appropriate in each case and shall convene the Tribunal.
  - 7.1.3 The Chairman of the Tribunal shall be a person with a legal background and a sound knowledge of the game of Rugby.
  - 7.1.4 The Irish First Division Senior Rugby Clubs Association

shall appoint a panel of two members of the Tribunal, the Association of Second Division Clubs AIL shall appoint a panel of two members of the Tribunal, the Association of Third Division AIL Clubs shall appoint a panel of two members of the Tribunal and each Branch shall appoint a panel of two members (one of whom should represent the Junior Clubs) of the Tribunal (the Tribunal Panel).

- 7.1.5 The members of the Tribunal may be changed as often as necessary.
- 7.1.6 If a member of the Tribunal is unable or unwilling, for whatever reason, to hear the matter referred to the Tribunal, then the Chairman of the Tribunal may, at his absolute discretion:
- a. appoint another member of the Panel as a replacement; or
  - b. appoint a new Tribunal; or
  - c. allow the remaining members of the Panel to hear the matter on their own.
- 7.1.7 No person may be a member of the Tribunal hearing a complaint who is a member of a Club (or a member of a Branch where the Branch is a party to a complaint) involved in such complaint. Where the Tribunal is dealing with a matter involving a Club from a particular Branch, not more than two members of the Tribunal may be from such Branch.
- 7.1.8 Any objection to the composition of the Tribunal, arising pursuant to clause 7.1.7, above, or otherwise, should be made as soon as reasonably practicable, and in any event no later than 48 hours before the hearing, failing which any such objection shall be deemed to have been waived. If the composition of the Tribunal has not been notified or has been changed so that it is not practical to object 48 hours before the hearing, the objection may be notified at the beginning of the hearing.

## **8 Procedure in respect of Breach**

- 8.1 Any Branch or Club shall be entitled to present a written complaint (signed by the Honorary Secretary or acting Honorary Secretary of the Branch or Club) concerning the breach of the regulations to the Disciplinary Officer of the IRFU with notice to the alleged offender. All complaints must be accompanied by a deposit of €350.
- 8.2 It is the duty of a Branch and every Club to report as soon as it is reasonably practicable, each and every alleged breach of these regulations within its jurisdiction to the Disciplinary Officer of the IRFU who shall refer the matter to the Tribunal set up pursuant to Regulation 7. Branches, Clubs, players and officials shall provide any information and reasonable assistance required by the Disciplinary Officer or the Tribunal in relation to any investigation into or hearing of an alleged breach of these Regulations.
- 8.3 The Disciplinary Officer of the IRFU shall be entitled to act on his own initiative, if he becomes aware of any breach or alleged breach of these regulations, and refer

the matter to the Tribunal set up pursuant to Regulation 7. The Disciplinary Officer or his nominee shall be entitled to undertake such investigations as he shall deem necessary.

- 8.4 The Disciplinary Officer of the IRFU shall procure that the Tribunal shall be constituted and convened with all convenient speed (normally within seven days) following receipt of a written complaint and he shall give written notice to the parties involved and send a copy of the complaint with the time, date and venue of the hearing and the names of the members of the Tribunal.

## **9 Hearing of Complaints**

- 9.1 The Chairman of the Tribunal shall be entitled to determine any pre-hearing procedural or evidential issues or disputes without recourse to the other members of the Tribunal.
- 9.2 The Tribunal shall be entitled to require a Player or a competent and duly authorised representative of a Branch or Club to attend and give evidence before the Tribunal at the hearing of a complaint and if appropriate to provide information in relation to any matter. The Tribunal shall be entitled to undertake such investigations into an alleged breach and call such witnesses as it shall deem necessary.
- 9.3 The Tribunal shall not be bound to apply formal rules of evidence and shall be entitled to conduct and regulate the proceedings as it sees fit.
- 9.4 It shall be the duty of any such Player or representative of a Branch or Club making a complaint or requested to attend pursuant to the preceding regulation to attend and to give evidence to the Tribunal and to provide such information within his power as may reasonably be required by the Tribunal. The Player, Branch or Club making the complaint must provide Prima Facie evidence supporting the complaint. The absence of any party or witness shall not in itself prevent the Tribunal from hearing and determining the matter.
- 9.5 The Tribunal may adjourn its meeting to enable appropriate information to be obtained and may impose a reasonable time limit for the provision of such information.
- 9.6 The Tribunal shall explain the procedure to be followed to the parties involved.
- 9.7 The complaint shall be read to the offender by the Chairperson.
- 9.8 The Tribunal shall note any admissions by any of the parties.
- 9.9 The Tribunal shall be entitled to seek such advice or information as it may require, including specialist or legal advice, and the costs of same shall be costs of the proceedings.
- 9.10 The parties involved shall be given the opportunity to question any witness through the Chairperson.
- 9.11 The parties involved must be afforded a proper opportunity to make their representations to the Tribunal and to call witnesses and the rules of natural justice shall be complied with.

- 9.12 Any party shall be entitled to one legal representative of his choice at his expense.
- 9.13 The Tribunal shall have the power to postpone or adjourn the hearing.
- 9.14 The standard of proof required to support a decision of the Tribunal shall be the balance of probabilities.
- 9.15 The decision of the Tribunal shall be advised to all parties as soon as is practicable after the conclusion of the hearing. Where it considers it appropriate, the Tribunal may deliver a short oral decision at the conclusion of the hearing with its reasons to be put in writing and communicated to the parties at a later date, or it may reserve its decision.
- 9.16 A decision of the Tribunal shall be made by at least a simple majority of the members of the Tribunal. No member of the Tribunal may abstain from any decision. Where the Tribunal has an even number of members, and the members of such Tribunal are unable to come to a unanimous or majority decision, then the Chairman of the Tribunal shall have a casting vote.
- 9.17 All affected parties shall be entitled to a copy of the written decision of the Tribunal which shall be sent to them by the Tribunal as soon as practicable. The Tribunal shall be entitled to make its decision public. Until such time as a decision is published all parties and participants shall treat such proceedings as confidential.
- 9.18 Where the Branch, Club or the Player is a party to the proceedings before the Tribunal, the Branch, Club and/or Player shall be advised by the Tribunal of the right to appeal. Such advice shall be recorded in the Tribunal's written decision.
- 9.19 All hearings before the Tribunal shall, unless the Tribunal decides otherwise, be held in private.

#### **10. Regulation – Penalties and Sanctions**

In the event of a finding that there has been a breach of these Regulations, the Hearing Committee shall be entitled to impose all or any of the following sanctions or penalties on the offending Branch, Club or Player.

- 10.1 The imposition of a fine.
- 10.2 Loss of a match or loss of such number of league points as may be decided.
- 10.3 Suspension or expulsion of the Club Team or Player from a competition for such period as is thought fit.
- 10.4 Such other penalty or sanction as may be deemed appropriate.
- 10.5 Require any party or parties to pay some or all of the costs of the proceedings.
- 10.6 Order that the whole or any part of the deposit filed by the Branch or Club be refunded.

#### **11. Appeals Committee Proceedings**

##### **11.1 Right of appeal**

- 11.1.1 The decision of the Tribunal may be appealed to the Appeals Committee of the IRFU by the Branch, Club or Player who is subject of the decision.

11.1.2 An appeal under this clause 11.1 may be against the whole of the decision or against a particular aspect or aspects of the decision.

**11.2 Notice of appeal**

11.2.1 For an appeal to be valid, the party making the appeal (the "Appellant") must comply strictly with the following conditions:

- a. the Appellant must file a notice of appeal (the "Notice of Appeal") complying in all respects with clause (b), below, with the Disciplinary Officer of the IRFU, not more than seven days after receipt of the written notice of the decision being appealed against. The Notice of Appeal shall be deemed to have been filed when it is transmitted by facsimile to the Disciplinary Officer of the IRFU and receipt confirmed by him.
- b. the Notice of Appeal must be signed by the Appellant and must specify:  
  
the date of the decision appealed against (a copy of the decision must be attached);  
  
the date that the Appellant received written notice of the decision;  
  
the specific aspect(s) of the decision being challenged on appeal; and  
  
the specific grounds of such challenge. At the hearing, the Appellant may not advance any ground for challenge that has not been specified in the Notice of Appeal with the express consent of the Appeals Committee of the IRFU.
- c. The Notice of Appeal must be accompanied by a deposit in the amount of €350.

11.2.2 Where these conditions are not satisfied, the appeal is prima facie invalid and shall be summarily dismissed by the Chairman of the Appeals Committee unless the Appellant demonstrates sufficient excuse to persuade the Chairman to exercise his discretion to allow the appeal to proceed. If the appeal is dismissed pursuant to this clause, the decision being challenged shall be deemed to be final and binding and shall not be subject to appeal to or review by a Court of Law.

11.2.3 The Appellant must also serve a copy of the Notice of Appeal on any other parties to the original proceedings, who shall also be parties to the appeal.

11.2.4 Upon the filing of a Notice of Appeal, the record (if any) of the proceedings before the Tribunal shall be made available upon request to the Appellant and to the Appeals Committee.

**11.3 Appointment of the Appeals Committee**

11.3.1 When a Notice of Appeal is filed the Disciplinary Officer shall advise the Chairman of the Appeals Committee who shall select three members of the Union's Disciplinary Panel (which may include the Chairman of the Appeals Committee) to form the Appeals Committee. The Disciplinary Officer shall send copies of the Notice of Appeal to the members of the Appeals Committee and to all of the parties involved in the proceedings below.

11.3.2 None of the members of the Panel who sat on the Tribunal that issued the decision being challenged on appeal may sit on the Appeal Committee that hears the appeal.

11.3.3 No person with a close interest in the appeal shall sit on the Appeals Committee hearing the appeal.

- 11.3.4 Any objection to the composition of an Appeals Committee, should be made at the time that the members of the Appeals Committee are notified to the parties. Failure to do so shall amount to a waiver of the objection.
- 11.3.5 If a member of an Appeals Committee is unable or unwilling, for whatever reason, to hear the appeal, then the Chairman of the Appeals Committee may, at his absolute discretion:
- a. appoint another member of the Panel as a replacement; or
  - b. appoint a new Appeals Committee; or
  - c. allow the remaining members of the Appeals Committee to hear the appeal.
- 11.3.6 Appeals Committees shall be entitled to call on experts to provide specialist advice, including legal advice, without such experts sitting as members of the Appeals Committee. The costs of such experts shall be costs of the proceedings.
- 11.3.7 The Disciplinary Officer shall attend hearings before Appeals Committees, to assist the Appeals Committee in the discharge of its functions including arranging for the necessary facilities (including interpreters) and providing a record of the proceedings before the Disciplinary Committee.

#### **11.4 Procedures to be followed in Appeals Committee proceedings**

- 11.4.1 The following provisions set out procedural guidelines for the conduct of appeals before the Appeals Committee. An Appeals Committee shall be entitled to depart from these procedures as it sees fit in the circumstances of the case at hand, provided that each party is given the opportunity to state its case in full and to challenge or respond to all evidence offered against it. Any such departure shall not invalidate any finding or decision of the Appeals Committee unless it is shown to render such finding or decision unreliable.
- 11.4.2 Upon receipt of the Notice of Appeal, the Disciplinary Officer shall send a notice to the parties involved in the proceedings below:
- Appeals
- a. advising them of the identities of the persons appointed to act as the Committee with respect to the appeal;
  - b. advising them of a deadline by which any objection to the membership of the Appeals Committee must be received; and
  - c. confirming the date, time and place at which the Appeals Committee will hear the appeal
- 11.4.3 Prior to the hearing, the Chairman of the Appeals Committee may require any party to the proceeding to identify its contentions in the appeal and/or to respond to the other parties' contentions. In addition, where practicable, written submissions and evidence shall be provided to the Appeals Committee and exchanged by the parties prior to the hearing .
- 11.4.4 The Chairman of the Appeals Committee shall be entitled to determine any pre-hearing procedural or evidential issues or disputes without recourse to the other members of the Appeals Committee. He may require any person to attend the hearing as a witness.

- 11.4.5 The Chairman of the Appeals Committee shall be entitled, where the circumstances warrant, to adjourn or postpone proceedings as he thinks fit.
- 11.4.6 All hearings before Appeals Committees under these Disciplinary Rules shall be held in private, unless otherwise ordered by the Appeals Committee.
- 11.4.7 Where the Appellant appeals against the sanction and/or costs order alone, the Appellant may request that the Appeals Committee review the sanction without the need for a personal hearing. If the Chairman of the Appeals Committee agrees that a personal hearing is not necessary, then the Appellant and any other party to proceedings below shall be entitled to make representations in writing to the Appeals Committee.
- 11.4.8 The Appeals Committee shall be entitled to conduct and regulate the appeal proceedings as it sees fit in the circumstances of the case. The Appeals Committee shall determine the basis on which an appeal will proceed. In relation to any issues of fact, it may refer to the record of proceedings before the Tribunal and/or may, at its discretion, rehear the whole or any part of the evidence given in the proceedings below. Save where the Appeals Committee decides to hear the entire case de novo (in which case the burden applicable before the Tribunal shall apply), the Appellant shall have the burden of proving that the decision being challenged was in error and should be overturned or varied.
- 11.4.9 The Appeals Committee shall have discretion to receive evidence not offered below, provided that the party offering the evidence shows that it was not, on reasonable enquiry, available at the time of the proceedings below.
- 11.4.10 Save where otherwise directed by the Appeals Committee, all parties from the proceedings below should attend the hearing before the Appeals Committee, with all of their respective witnesses and other evidence, in case the Appeals Committee decides to rehear either the whole case or any part of the evidence. For the avoidance of doubt, however, the absence of a party at any hearing before the Appeals Committee shall not, in itself, prevent the Appeals Committee from proceeding to a decision in the matter. The Appeals Committee shall have discretion whether to receive written submissions by or on behalf of such absentee(s).
- 11.4.11 The parties shall have the right to make submissions to the Appeals Committee as to the procedures that it should follow in hearing the appeal. Subject thereto, and to the Appeals Committee's inherent jurisdiction to determine its own procedures, the following guidelines shall apply:

The Chairman of the Appeals Committee shall introduce the members of the Committee to the parties. He shall then read out the Notice of Appeal, or a summary of it, before explaining the procedure to be followed.

The Appellant shall be invited to make submissions and (where appropriate) call witnesses, subject to cross-examination through the Chairman.

The other party or parties to the appeal shall be invited to make submissions and (where appropriate) call witnesses, subject to cross-examination through the Chairman.

The parties shall each make brief concluding submissions.

The Appeals Committee shall retire to deliberate in private.

- 11.4.12 In any case where a witness required by the Appeals Committee refuses or fails to attend before the Appeals Committee, the Appeals Committee may, in its discretion,

refuse to allow the evidence of that witness to be given in any other form.

11.4.13 A decision of an Appeals Committee shall be valid if taken by at least a simple majority of the members of the Committee. No member of an Appeals Committee may abstain from any decision. Where an Appeals 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 of the Appeals Committee shall have a casting vote.

11.4.14 The Appeals Committee has jurisdiction to:

- a. affirm the decision appealed against;
- b. set aside the decision appealed against and quash any sanction imposed;
- c. set aside only part of the decision appealed against;
- d. substitute for the findings of the Tribunal below its own decision on liability (e.g., finding a party liable for a lesser or greater offence) and/or substituting for the sanction imposed below its own (lesser or greater) sanction;
- e. vacate or modify any costs award made below;
- f. order that the whole or any part of the deposit filed by the Appellant with his Notice of Appeal be refunded; and/or
- g. take any other step that it considers necessary to deal justly with the appeal.

11.4.15 Appeals Committees shall have the discretion to order any party or parties to pay some or all of the costs of proceedings including the cost of holding the hearings, the costs of any interpreter(s) and/or the legal and/or travel/accommodation costs of the members of the Appeals Committee and of the parties.

11.4.16 The Appeals Committee shall advise the parties of its decision verbally as soon as reasonably practicable. The decision shall take effect at that point. The Appeals Committee shall then confirm its decision in writing, issued as soon as reasonably practicable after the hearing, setting out the reasons for the decision.

11.4.17 The decision of the Appeals Committee shall be final and binding on all parties and shall not be appealed to or reviewed by a Court of Law.

## **12. Multiple incidents**

Two or more cases may be dealt with at the same hearing at the discretion of the Hearing Committee.

13. The IRFU shall be entitled to take account of any breach of these Regulations or decision of the Hearing Committee in the allocation of international tickets and in the administration of the Clubs of Ireland Scheme.

## **14. Regulation – General**

14.1 No proceedings before the Hearing Committee 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.

14.2 The Hearing Committee shall have full discretionary powers on good cause shown

to extend or abridge the time prescribed or to postpone a prescribed date or time or to waive any breach or non compliance with these Regulations.

14.3 The Committee of the IRFU shall be entitled to make decisions on all matters not provided for in these regulations.

#### **15. Applicable Law**

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

#### **APPENDIX I**

CERTIFICATE BY AUDITOR OF CLUB  
IN RELATION TO MATERIAL BENEFITS PROVIDED FOR PLAYERS

18/10/2005

33

\_\_\_\_\_ (The Club)

I \_\_\_\_\_ of \_\_\_\_\_

Being a person duly qualified to undertake Audit work and provide auditors certificates, and being the Auditor for \_\_\_\_\_ Rugby Club (The Club) hereby certify as follows:

I have read and understand the IRFU Regulations Governing Rugby at Club Level in Ireland .

I have undertaken an Audit of the books and records of the Club and obtained such information as I have deemed necessary to enable me to give this certificate.

I hereby certify that No Material Benefits, no Retention Money, No Signing On Money, No Match Fees or Win Bonuses, as defined in the regulations, save those permitted by the Regulations have been paid, promised or given to a Player by the Club during the season save as listed hereunder.

1. Match Fees and Win Bonuses for Participation in AIL games have been paid or promised by the Club to Players for the season at the following rate:

Match Fee           €  
Win Bonus           €

Dated:

Signed:

(Auditor)

**APPENDIX 2**

CERTIFICATE IN RELATION TO THIRD PARTY PAYMENTS

\_\_\_\_\_ (the Club)

We \_\_\_\_\_ of \_\_\_\_\_

being the President of the Club

\_\_\_\_\_ of \_\_\_\_\_

being the Honorary Secretary of the Club  
and

\_\_\_\_\_ of \_\_\_\_\_

being the Director of Rugby of the Club

hereby certify

We have read and understand the IRFU Regulations Governing Rugby at Club Level in Ireland

We have read the Certificate dated \_\_\_\_\_ by \_\_\_\_\_

the Auditor of the Club

to the best of our knowledge information and belief the certificate by the Auditor to the Club is true and accurate AND

No Material Benefit, No Retention Money, No Signing On Money, No Match Fees or Win Bonuses, save those permitted by the Regulations have been paid, promised or given by any Third Party to any Player in the Club during the season.

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

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

Signed: \_\_\_\_\_  
Honorary Secretary

Signed: \_\_\_\_\_  
Director of Rugby

**APPENDIX 3**

CERTIFICATE BY HON. SECRETARY OR HON. TREASURER OF CLUB

Match Fees and Win Bonuses for playing or being selected for the team or as a substitute on the bench in AIL matches have been paid or promised at a rate not exceeding €      match fee and €      Win Bonus to the following players during the season      .

List of Players:

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

Signed: \_\_\_\_\_  
Honorary Secretary or Honorary Treasurer of

\_\_\_\_\_ Rugby Club

**APPENDIX 4  
FORM 1**

**NOTICE OF INTENTION TO CHANGE CLUBS**  
(to be completed in duplicate)

Name of Player \_\_\_\_\_

Name of Club \_\_\_\_\_ Registration No. \_\_\_\_\_

I \_\_\_\_\_, being a Player registered with the above named Club HEREBY  
GIVE NOTICE to such Club that it is my intention to leave the above named Club at the end of  
the present rugby season.

Dated \_\_\_\_\_

Signed by the Player \_\_\_\_\_

I \_\_\_\_\_, being the Hon. Secretary, the Director of Rugby or Coach of the  
above mentioned Club hereby acknowledge receipt of the above notice.

Dated \_\_\_\_\_

Signed \_\_\_\_\_

NOTE: One copy of this form duly receipted to be handed immediately to the Player, the other  
copy to be retained by the Club. The Player must deliver his receipted copy of the Form 1  
together with Form 2 completed by the Player and the new Club to the relevant Branch of the  
IRFU.

**APPENDIX 4  
FORM 2**

INTER – CLUB TRANSFER FORM  
(to be completed by player and his new Club)

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

Name of Player: \_\_\_\_\_ Former Club: \_\_\_\_\_

Player Reg. No.: \_\_\_\_\_ New Club: \_\_\_\_\_

We \_\_\_\_\_, the Hon. Secretary of \_\_\_\_\_ Club and

Player \_\_\_\_\_ hereby certify as follows:

1. We have read and understand the IRFU Regulations governing Rugby at Club Level in Ireland (the Regulations)
2. We certify that Regulation 5 relating to movement of players has been complied with and that no signing-on money has been paid or agreed to be paid directly or indirectly to the player transferring to or playing for the New Club.

Signed by the Hon. Secretary of New Club: \_\_\_\_\_

Signed by Player \_\_\_\_\_

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

**FOR OFFICIAL USE ONLY**

Transfer form received \_\_\_\_\_ (date) in the \_\_\_\_\_ Branch.

Registration transfer completed by \_\_\_\_\_

Player \_\_\_\_\_ is cleared to play with \_\_\_\_\_ RFC in accordance with Branch competition regulations.

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

**N.B.** This form is not valid unless all sections are completed by Club / Player  
This form must be accompanied by Form 1 to be valid.  
A copy of the completed Form must be returned to the New Club.

## APPENDIX 5

### CERTIFICATE OF NO RETENTION MONEY OR SIGNING-ON-MONEY

I \_\_\_\_\_, Hon. Secretary of the Club

Hereby certify as follows:

1. I have read and understand the IRFU Regulations governing Rugby at Club Level in Ireland (the Regulations).
2. I certify that 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 for playing for or transferring to the Club.

Dated \_\_\_\_\_

Signed by the Hon. Secretary of the Club \_\_\_\_\_

NOTE: This form, duly completed must be sent to the Rugby Administrator IRFU to reach him by 31<sup>st</sup> August in each year.

## **ANNEX B**

### **REGISTRATION AND ELIGIBILITY OF PLAYERS –AIB LEAGUE (REGULATIONS 13 AND**

#### **14 OF THE AIB LEAGUE REGULATIONS 2005-2006)**

#### **13. PLAYER ELIGIBILITY**

##### **13.1 Registration of Players**

On or before 1<sup>st</sup> June in any year each Club playing in the League shall submit to the Union a list of up to 60 playing members who are registered with the appropriate Branch, complete with registration numbers.

A person may be registered as a playing member with one Club only. If a player is registered as a player with more than one Club, his registration may be declared void.

This list may be amended up to 1<sup>st</sup> October to add:

- (a) players entering adult rugby having attained the age of 18 years
- (b) players enrolling in Universities and joining University Clubs
- (c) players leaving a European University / College at the completion of their course of studies
- (d) players transferring from one Club to another Club with the written consent of his former Club.

##### **13.2 Eligibility of players**

The following are eligible to register

- (a) A player who qualifies to play for Ireland under IRB Regulations. This includes players who have completed three years residency.
- (b) A player who holds a passport issued by a country who is a member of the E.U.
- (c) A player who has a valid work permit as a professional rugby player and who is a national of a country which has an association agreement with the EU.

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

##### **Exceptions**

In any season each Club may register one player who does not satisfy the above criteria provided that he has taken up residence and has been properly registered prior to the 1<sup>st</sup> October.

- 13.3 Notwithstanding the provisions of this Regulation 13, any player or Club shall be entitled in writing to submit to the Union any special circumstances he or it considers relevant to registration. 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 of such player provided the submission is made before 1<sup>st</sup> October.

- 13.4 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.

#### **14. DUAL STATUS PLAYERS**

14.1 The term "dual status" refers to a player who although a bona fide member of a non - League Club in Ireland may play for a Club in the League provided the following regulations are observed.

14.1.1. The "dual status" principle shall be available to all League Clubs.

14.1.2. 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 matches.

#### **14.2 Code of Practice**

A League Club wishing to use the dual status principle must follow the procedures set out below.

14.2.1. A request must be made to the Hon. Secretary of the non-League Club. When permission is obtained, an application must be made in writing to the Union Office at least forty-eight hours prior to the match, enclosing the written permission of the non-League Club. The League Club must also advise by phone the Branch Hon. Secretary.

14.2.2. The name/s of dual status players/s must be indicated on the League team sheet.

14.3 Dual Status players must satisfy Regulation 13 relating to player eligibility.  
has An overseas player may not play as a dual status player for a Club which already registered an overseas player for that season.

14.4 A player may only be a dual status member of one League Club and one non- League Club in the same season.

## ANNEX C

### REGISTRATION AND ELIGIBILITY OF PLAYERS – QUALIFYING LEAGUE DIVISION ONE (IRFU GUIDELINES FOR QUALIFYING LEAGUES)

#### **PLAYER ELIGIBILITY**

##### Registration of Players

On or before 1<sup>st</sup> September in any year each Club playing in the League shall submit to the Union a list of up to 60 playing members who are registered with the appropriate Branch, complete with registration numbers.

A person may be registered as a playing member with one Club only. If a player is registered as a player with more than one Club, his registration may be declared void.

This list may be amended up to 1<sup>st</sup> October to add:

- (a) players entering adult rugby having attained the age of 18 years
- (b) players enrolling in Universities and joining University Clubs
- (c) players leaving a European University / College at the completion of their course of studies

##### Eligibility of players

The following are eligible to register

- (a) A player who qualifies to play for Ireland under IRB Regulations. This includes players who have completed three years residency.
- (b) A player who holds a passport issued by a country who is a member of the E.U.
- (c) A player who has a valid work permit as a professional rugby player and who is a national of a country which has an association agreement with the EU. In the above cases, players must also be resident in Ireland on 1<sup>st</sup> June and remain in residence until the commencement of the League.

##### Exceptions

In any season each Club may register one player who does not satisfy the above criteria provided that he has taken up residence and has been properly registered prior to the 1<sup>st</sup> September.

Notwithstanding the provisions of this Regulation 13, any player or Club shall be entitled in writing to submit to the Branch any special circumstances he or it considers relevant to registration. The submission shall be considered by the Competitions Management Committee who shall in appropriate cases be entitled in his absolute discretion to accept the registration of such player provided the submission is made before 1<sup>st</sup> September.

In exceptional circumstances the Chairman of the CMC 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.

## **DUAL STATUS PLAYERS**

The term "dual status" refers to a player who although a bona fide member of a non - League Club in Ireland may play for a Club in the League provided the following regulations are observed.

The "dual status" principle shall be available to all League Clubs.

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 matches.

League

### **Code of Practice**

A League Club wishing to use the dual status principle must follow the procedures set out below.

A request must be made to the Hon. Secretary of the non-League Club. When permission is obtained, an application must be made in writing to the Union Office at least forty-eight hours prior to the match, enclosing the written permission of the non-League Club. The League Club must also advise by phone the Branch Hon. Secretary.

The name/s of dual status players/s must be indicated on the League team sheet.

Dual Status players must satisfy Regulation 13 relating to player eligibility. An overseas player may not play as a dual status player for a Club which has already registered an overseas player for that season.

A player may only be a dual status member of one League Club and one non- League Club in the same season.

## ANNEX D

### REGULATIONS FOR DEALING WITH PLAYERS SENT OFF THE FIELD OF PLAY OR CITED IN DOMESTIC RUGBY – (REGULATION 5 OF THE IRFU REGULATIONS)

#### 5 DISCIPLINARY COMMITTEES AND PROCEDURES

The Disciplinary Committees of the IRFU (the Union) are:

**5.1. Disciplinary Committee**

This is a Sub Committee of the Committee of the Union to hear disciplinary cases, sendings off, citings, misconduct or conduct detrimental to the best interests of the Union or the Game arising from:

- 5.1.1 All Ireland League Matches
- 5.1.2 Senior Interprovincial matches
- 5.1.3 All other matches under the auspices of the Union not being matches under the auspices of a Branch of the Union or Interprovincial matches below Senior level.
- 5.1.4 Disciplinary Appeals and Misconduct Appeals from decisions of Committees of a Branch of the Union. The decision of the Disciplinary Sub Committee in Branch Appeals shall be final.
- 5.1.5 Matters referred by the Chief Executive of the Union on the recommendation of the Disciplinary Officer of the Union.

**5.2 Appeals Committee**

This is a Sub Committee of the Committee of the Union to hear appeals from the Disciplinary Committee pursuant to clauses 5.1.1, 5.1.2, 5.1.3 above other than appeals to be heard by the Misconduct Appeals Committee. The Appeals Committee is also empowered to hear appeals from the Regulatory Tribunal pursuant to the IRFU Regulations Governing Rugby at Club Level in Ireland and also to hear objections or appeals pursuant to the All Ireland League Regulations.

**5.3 Misconduct Appeals Committee**

This is a Sub Committee of the Committee of the Union to hear appeals from the Disciplinary Committee in cases dealing with misconduct or conduct detrimental to the best interests of the Union or the Game including cases referred by the Chief Executive of the Union pursuant to clause 5.1.5 above. This Committee shall also have power to hear appeals where a Club has been suspended or expelled by a Branch

**5.4 Composition of Committees and Quorum**

- 5.4.1 The Committee of the Union shall appoint a Chairman of each Sub Committee.
- 5.4.2 The Committee of the Union shall appoint a Panel ("the Panel") of persons preferably with experience in disciplinary matters or with a legal background who need not necessarily be on the Committee of the Union.
- 5.4.3 The Chairman of each Sub Committee shall, in any case to be heard, select the members of such Sub Committee from such Panel.
- 5.4.4 In the case of the Disciplinary Committee and the Appeals Committee the Chairman shall be on the Committee of the Union but the remaining members need not necessarily be on the Committee of the Union.

- 5.4.5 In the case of the Misconduct Appeals Committee neither the Chairman nor the members of the Committee shall be on the Committee of the Union.
- 5.4.6 In the event that the Chairman of a Sub Committee is unable to act he may appoint another Chairman from the Panel and the Chairman so appointed shall select his Sub Committee.
- 5.4.7 A quorum for any of these Sub Committees shall consist of the Chairman and not less than two members of the Panel.
- 5.4.8 If a member of any Committee (other than the Chairman) is unable or unwilling, for any reason, to act on the Committee, then the Chairman of the Committee may at his absolute discretion:
  - (a) appoint another member of the Panel as a replacement; or
  - (b) appoint a new Committee; or
  - (c) allow the remaining members of the Committee to hear the matter on their own.

**5.5 Branch Committees**

Each Branch shall set up a Disciplinary Committee or Committees which shall have power to act in the name of a 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 auspices of or approved by the Branch or from Interprovincial matches below Senior level or requiring to be dealt with by the Branch pursuant to Reg.5.8.15.

**5.6 Disciplinary Officer**

- 5.6.1 The Committee of the Union shall appoint a Disciplinary Officer who shall be an employee of the Union.
- 5.6.2 The function of the Disciplinary Officer is:
  - 5.6.2.1 To receive disciplinary reports, complaints and appeals on behalf of the Union and to convene the appropriate Committee to deal with the case.
  - 5.6.2.2 To administer and operate on behalf of the Union its Regulations Governing Rugby at Club Level in Ireland and to convene the Tribunal and Appeal Committee as appropriate.
  - 5.6.2.3 To act as Rugby Administrator of the All Ireland League.
  - 5.6.2.4 To investigate cases of alleged misconduct or conduct 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 of the Union, in appropriate cases, that the matter be referred to the Disciplinary Committee.
  - 5.6.2.5 To advise the Chief Executive of the Union of the names of appropriate persons with a legal background or experience of disciplinary matters to act on the panel for Disciplinary Committees, for appointments as Match Commissioners, Citing Commissioners or to act on Disciplinary or Appeal Committees.

**5.7 Hearing Committee Procedures**

- 5.7.1 In these Regulations the expression, the Hearing Committee, shall

include the Disciplinary Committee or Committees set up by the Branch and where appropriate the Disciplinary Committee, the Appeals Committee or the Misconduct Appeals Committee set up by the Union. At all Hearing Committees three members shall constitute a quorum.

- 5.7.2 Any objection to the composition of a Hearing Committee should be made as soon as reasonably practical and in any event no later than 48 hours before the hearing, failing which any such objection shall be deemed to have been waived.

If the composition of the Hearing Committee has not been notified or has been changed so that it is not practical to object 48 hours before the Hearing, the objection may be made at the beginning of the hearing.

- 5.7.3 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. He may require any person to attend the hearing as a witness.

- 5.7.4 Hearing Committees shall be entitled to call on experts to provide specialist advice, including legal advice, without such experts sitting as members of the Hearing Committee. The costs of such experts shall be the costs of the proceedings.

- 5.7.5 The Chairman of a Hearing Committee shall be entitled where circumstances warrant, to postpone or adjourn proceedings as he thinks fit.

- 5.7.6 All proceedings before a Hearing Committee shall be held in private unless otherwise ordered by the Hearing Committee.

- 5.7.7 A decision of a Hearing Committee shall be valid if taken by a simple majority of the members of the 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.

- 5.7.8 In any case where a Hearing Committee is required to consider an incident of foul play or alleged foul play it may decide to impose a penalty or take no further action.

In any case where a Hearing Committee is required to consider a sending off, the Hearing Committee may review the referee's reason for the sending off 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 are wrong.

In any case where a Hearing Committee is required to consider an incident of foul play or 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.

- 5.7.9 At any hearing the absence of any party or witness shall not, in itself, prevent the Hearing Committee from hearing and determining the matter.

#### **5.7.10 Enforcement Powers**

- 5.7.10.1 Where the Hearing Committee request a Branch, Club, Player 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

Hearing Committee may deal with the matter in the absence of such information.

- 5.7.10.2 Where there is a breach or non-observance of any regulation, law or code of conduct, misconduct, disciplinary matter, failure to fulfil a fixture, non-compliance with any regulation, requirement or decision of a competent Committee or in any case considered to be detrimental to the best interests of the Game, the Hearing Committee shall be entitled in its unfettered discretion to impose all or any of the following sanctions or penalties on the offending Branch, Club, player or person:
1. Imposition of a fine
  2. Requirement to replay the match at such time and at such venue as is thought fit.
  3. Forfeiture of or the granting of the points for the match.
  4. Loss of as many points as may be determined.
  5. Suspension or expulsion of the Branch, Club or the player for such period as is thought fit
  6. Such other penalty or sanction as may be deemed appropriate.
  7. Make an award as to payment of costs.

## 5.8 Disciplinary Procedures.

### 5.8.1 Sendings Off

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

- (a) the name of the player and his club;
- (b) the circumstances in which the player was sent off from the field of play;
- (c) the reason or reasons for the sending off; and
- (d) any other circumstances he considers material.

### 5.8.2 Citings

5.8.2.1 Where a player commits an act of foul play which would warrant the player concerned being sent off, which has not been detected by match officials, either of the Unions or affiliated organizations participating in the match have the discretion to cite that player in writing to the Union or disciplinary body having jurisdiction over the match.

Please note the following points of procedure:

5.8.2.2 Citing can be done by any of the participating organizations (i.e. Union, Branch, Club, Referee Association / Society) through its Hon. Secretary.

5.8.2.3 Citing must be made in writing within forty eight hours of the end of the day of the of the alleged incident to the Hon. Secretary of the player's Branch or the Disciplinary Officer of the Union giving the following information:

- (a) Date and place of alleged incident
- (b) Name, Club and team of alleged offender

- (c) Name of opposing team
  - (d) Full details of alleged incident
- 5.8.2.4 The player, his club, the referee and where applicable the touch judges should be sent copies of the citing complaint and advised in writing of the date, time and place of the meeting of the appropriate Hearing Committee.
- 5.8.2.5 The citing Club or Rugby Body is also advised of the date, time and place of the meeting and is required to send a representative to the meeting. Failure to do so will result in the citing complaint being dismissed.

**5.8.3 Procedures in Sendings off and Citings**

- (i) For incidents in matches where the Branch deals with disciplinary matters under Reg. 5.5 above, the matter shall be dealt with by the appropriate Branch Disciplinary Committee
  - (ii) In all other matches the matter shall be dealt with by the Disciplinary Committee of the Union.
- 5.8.4 The referee (or touch judge) as appropriate shall be invited and is expected to attend the meeting of the Hearing Committee at which the charge against the player will be dealt with for the purpose of assisting the Hearing Committee in reaching its decision, it being clearly understood that the referee is not on trial. The absence of the referee shall not invalidate any decision of the Hearing Committee. The referee or touch judge is entitled to be represented by a person of his choice at all hearings before the Hearing Committee.
- 5.8.5 The player sent off or cited shall be informed by the Branch or the Union as appropriate through his club either orally or by letter as soon as possible:
- (a) of the reason for his sending off; or if the player is cited he shall be sent a copy of the citation;
  - (b) of the date, place and time of the meeting, and where practical composition of the Hearing Committee which shall deal with his case;
  - (c) the date and place of the alleged incident, the names of the teams involved; and
  - (d) that he is required to appear in person and is entitled to be represented either legally or otherwise and, if unable to do so at the appointed place and time, should contact the Chairman of the Hearing Committee immediately.
- 5.8.6 Only in exceptional circumstances should the matter be dealt with in the absence of the player and, when necessary, the Hearing Committee should accommodate the player by postponing the meeting. The player shall be entitled to be accompanied by up to two members of his club and a legal representative who may be invited to speak on his behalf.
- 5.8.7 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.

The procedure in Disciplinary cases may include the undernoted elements which normally shall be dealt with in the following sequence:

- (a) Whilst waiting to be called before the Hearing Committee, the player shall be given a copy of the referees report and /

or citation as appropriate.

- (b) At the commencement of the meeting the Chairman shall explain the procedures to be followed and introduce each member of the Hearing Committee to the player and his representatives.
- (c) The committee shall scrutinise the reports.
- (d) Discussion with the referee and touch judge if present.
- (e) Confirming with the player his name and identification and that he was the player sent off or cited.
- (f) The reading of the relevant sections of the referee's report or citation to the player by the Chairman.
- (g) At all meetings of the Hearing Committee, the Hearing Committee, the Referee, the Touch Judges if appropriate and the Player, shall be entitled to call such witnesses and put forward such evidence including Video evidence as may be relevant.
- (h) Video evidence should preferably have been made in a professional manner. The Hearing Committee shall have complete discretion as to whether or not to receive Video evidence and in deciding whether any evidence put forward is relevant.
- (i) Receiving the comments of the player and his representatives (if any).
- (j) In the event of the evidence given by the player disputing or conflicting with the report of the referee, the player or his representatives shall be given the opportunity to question the referee, the questions being put through the Chairman.
- (k) Consideration of the evidence by the committee after the other parties have left the meeting.
- (l) Making and promulgation of the committee's decision.

#### **5.8.8 Sanctioning Powers**

- 5.8.8.1 If the Hearing Committee finds that the offence referred to in the referees report or in the citation has not been proved but the player, the Committee may sanction the player for such lesser offence.
- 5.8.8.2 Once the Hearing Committee has reached its decision, it shall recall the parties and announce such decision to them. Where it has determined that there was an act of illegal or foul play or Misconduct as to which a (further ) sanction should be considered, the Hearing Committee should, where practical, shall invite the parties to make submissions regarding what sanctions, if any, should be imposed (including pleas of mitigation) and what costs award, if any, should be made. Following such submissions, the Hearing Committee shall again deliberate in private to determine the sanctions, if any, should be imposed and what costs order should be made.
- 5.8.8.3 In the case of illegal or foul play, the Hearing Committee shall have the power to impose a suspension on the Player involved for a fixed period. The Hearing Committee shall have regard to the Sanctions and Procedures contained in Appendix 1 below. In the case

of Misconduct, the Hearing Committee shall have the power to impose any one or more of the following sanctions as it shall deem appropriate having regard to all of the circumstances of the case (which sanction may, where appropriate, be suspended):

- (a) caution, reprimand and/or warning as to future conduct;
- (b) fine; and/or
- (c) suspension for a fixed period, of the Player, Branch or Club
- (d) any of the Sanctions listed at 5.7.10.2 above.
- (e) Such other sanction as may be deemed appropriate
- (f) make an award as to costs.

5.8.8.4 In considering the exercise of its sanctioning powers, the Hearing Committee shall have regard, where relevant, to the sanctions for illegal or foul play recommended in the IRB Regulations, and shall follow the procedures and regulations of the IRB set out in Appendix 1 below.

5.8.8.5 In relation to the Person's character and/or disciplinary record in all competitions within the previous five years, it shall be the responsibility of the Player to provide details of his disciplinary record in the previous five years.

5.8.9 An appeal lies against a decision of the Hearing Committee subject to the provisions of 5.9 below.

5.8.10 The Chairman of the Hearing Committee will hand or send to the player as soon as practicable a notice in writing informing him of the decision reached which notice should where such hearing is the first hearing include an advice to the player of his right of appeal within fourteen days to the Appeals Committee or Misconduct Appeals Committee as appropriate. The Chairman should also verbally advise the player of that right. The Hon. Secretary of the Branch or the Disciplinary Officer of the Union as appropriate shall notify the player's club in writing of the decision and of the right to appeal.

5.8.11 In the event of the matter having been heard in the absence of the player, the Hon. 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 the decision to him and by covering letter where such hearing is the first hearing draw his attention to the right of appeal. The Hon. Secretary of the player's club shall also be notified.

5.8.12 A player who has been sent off is debarred from playing the game until his case has been finally decided and the Hearing Committee should meet as soon as possible and preferably within six days of the player's dismissal taking place.  
A player cited may continue playing the game unless suspended by a Hearing Committee.

The lodging of an appeal against a decision of a Hearing Committee shall not have the effect of deferring any suspension imposed.

- 5.8.13 The Disciplinary Officer of the Union shall be notified in writing immediately after a decision by the Hearing Committee has been made and the notification shall be accompanied by a short statement of the facts of the case. The decision of the Hearing Committee shall be noted at the meeting of the Branch next following the meeting of the Hearing Committee.
- 5.8.14 No person who is a member of either of the Clubs involved in the match in which the player was sent off or cited shall take any part in the consideration of the player's case and shall not attend the Hearing Committee meeting at which the adjudication takes place.
- 5.8.15 In cases where the Branch deals with disciplinary matters under 5.5 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 Hon. Secretary of the Branch in whose territory the game was played to the Hon. Secretary of that other Branch which shall arrange for the case to be dealt with.
- 5.8.16 In the event of the player being from a visiting club affiliated to another Union, the referee's report shall be sent by the Secretary of the Branch in whose territory the game was played to the Chief Executive of the Union who shall forward it to that other Union to deal with the case.

**5.9 Appeals  
Right of Appeal**

- 5.9.1 An Appeal may be brought by a Branch, Club or player in the following cases (where a Club appeals on behalf of a Player the Club must have the consent in writing of the Player):
  - (a) From a decision of a Branch Committee to the Disciplinary Committee of the Union in relation to Disciplinary or Citing matters arising on the field of play during a match. In such a case the decision of the Disciplinary Committee is final and binding on all parties and shall not be appealed to or reviewed by a Court of Law.
  - (b) From a decision of the Disciplinary Committee to the Appeals Committee or the Misconduct Appeals Committee.
  - (c) From a decision of the All Ireland League Sub Committee to the Appeals Committee or the Misconduct Appeals Committee.
  - (d) From a decision of the Regulatory Tribunal to the Appeals Committee
  - (e) From a decision of the All Ireland League Sub Committee pursuant to the All Ireland league regulation to the Appeals Committee.

**Notice of appeal**

- 5.9.2. For an appeal to be valid, the party making the appeal (the "Appellant") must comply strictly with the following conditions:
  - a. the Appellant must file a notice of appeal (the "Notice of Appeal") complying in all respects with clause 5.9.2 (b), below, with the Disciplinary Officer of the IRFU, not more than 14 days after receipt of the written notice of the decision being appealed against. The Notice of Appeal

- shall be deemed to have been filed when it is transmitted by facsimile to the Disciplinary Officer of the IRFU
- b. the Notice of Appeal must be signed by the Appellant and must specify:
    - the date of the decision appealed against (a copy of the decision must be attached);
    - the date that the Appellant received written notice of the decision;
    - the specific aspect(s) of the decision being challenged on appeal; and
    - the specific grounds of such challenge. At the hearing, the Appellant may not advance any ground for challenge that has not been specified in the Notice of Appeal without the express consent of the Appeal Committee or the Misconduct Committee as appropriate
  - c. The Notice of Appeal must be accompanied by a deposit in the amount of €350

5.9.3 Where these conditions are not satisfied, the appeal is prima facie invalid and shall be summarily dismissed by the Chairman of the appropriate Committee, unless the Appellant demonstrates sufficient excuse to persuade the Chairman to exercise his discretion to allow the appeal to proceed. If the appeal is dismissed pursuant to this clause, the decision being challenged shall be deemed to be final and binding and shall not be subject to appeal to or review by a Court of Law.

5.9.4 The Appellant must also serve a copy of the Notice of Appeal on any other parties to the original proceedings, who shall also be parties to the appeal.

#### **5.10 Appointment of the Appeals Committee**

5.10.1 When a Notice of Appeal is filed under clause 6.2.1 of these Disciplinary Rules, the Chairman of the Appeals Committee or Misconduct Appeals Committee as appropriate shall appoint three members of the Disciplinary Panel to sit as the appropriate Committee to hear the appeal (save where the Chairman sat on the Disciplinary Committee that made the decision being appealed, in which case his designee shall make the appointments to the Committee hearing that Appeal). He shall designate one of those members, who shall have legal experience, to act as Chairman of that Committee. He shall send copies of the Notice of Appeal to the members of the Committee hearing the Appeal and to all of the parties involved in the proceedings below.

5.10.2 None of the members of the Panel who sat on the Committee that issued the decision being challenged on appeal may sit on the Committee that hears the appeal.

#### **5.11 Procedures to be followed in Appeal Committee proceedings**

5.11.1 The Appeals Committee or the Misconduct Appeals Committee,

(being included in the definition of Hearing Committee at 5.7.1 above) shall have all the powers, procedural and otherwise, entitlements, obligations and discretions of the Hearing Committee, contained in these Regulations; subject to this the following provisions set out procedural guidelines for the conduct of Appeals. The Appeals or Misconduct Appeals Committee shall be entitled to depart from these procedures as it sees fit in the circumstances of the case at hand, provided that each party is given the opportunity to state its case in full and to challenge or respond to all evidence offered against it.

- 5.11.2 Upon receipt of the Notice of Appeal, the Disciplinary Officer shall send a notice to the parties involved in the proceedings below:
- a. where practical, advising them of the identities of the persons appointed to act as the Committee with respect to the appeal;
  - b. advising them of a deadline by which any objection to the membership of the Committee must be received; and
  - c. confirming the date, time and place at which the Appeal Committee will hear the appeal.
- 5.11.3 Prior to the hearing, the Chairman of the Committee hearing the Appeal may require any party to the proceeding to identify its contentions in the appeal and/or to respond to the other parties' contentions. In addition, where practicable, written submissions and evidence shall be provided to the Committee and exchanged by the parties prior to the hearing.
- 5.11.4 Where the Appellant appeals against the sanction and/or costs order alone, the Appellant may request that the Committee hearing the Appeal review the sanction without the need for a personal hearing. If the Chairman of the Committee agrees that a personal hearing is not necessary, then the Appellant and any other party to proceedings below shall be entitled to make representations in writing to the Committee.
- 5.11.5 The Committee hearing the Appeal shall be entitled to conduct and regulate the appeal proceedings as it sees fit in the circumstances of the case. The Committee shall determine the basis on which an appeal will proceed. In relation to any issues of fact, it may refer to the record of proceedings before the Committee that issued the decision being challenged on appeal and/or may, at its discretion, rehear the whole or any part of the evidence given in the proceedings below. Save where the Committee decides to hear the entire case de novo (in which case the burden applicable before the Committee below shall apply), the Appellant shall have the burden of proving that the decision being challenged was in error and should be overturned or varied.
- 5.11.6 The Committee shall have discretion to receive evidence not offered below, provided that the party offering the evidence shows that it was not, on reasonable enquiry, available at the time of the proceedings below.
- 5.11.7 Save where otherwise directed by the Committee, all parties from the proceedings below should attend the hearing before the Committee

hearing the appeal, with all of their respective witnesses and other evidence, in case the Committee decides to rehear either the whole case or any part of the evidence. For the avoidance of doubt, however, the absence of a party at any hearing before the Committee shall not, in itself, prevent the Committee from proceeding to a decision in the matter. The Committee shall have discretion whether to receive written submissions by or on behalf of such absentee(s).

5.11.8 The parties shall have the right to make submissions to the Committee as to the procedures that it should follow in hearing the appeal. Subject thereto, and to the Committee's inherent jurisdiction to determine its own procedures, the following guidelines shall apply:

- a. The Chairman of the Committee shall introduce the members of the Committee to the parties. He shall then read out the Notice of Appeal, or a summary of it, before explaining the procedure to be followed.
- b. The Appellant shall be invited to make submissions and (where appropriate) call witnesses, subject to cross-examination through the Chairman.
- c. The other party or parties to the appeal shall be invited to make submissions and (where appropriate) call witnesses, subject to cross-examination through the Chairman.
- d. The parties shall each make brief concluding submissions.
- e. The Committee shall retire to deliberate in private.

5.11.9 In any case where a witness required by the Committee refuses or fails to attend before the Committee, the Committee may, in its discretion, refuse to allow the evidence of that witness to be given in any other form.

5.11.10 The Committee has jurisdiction to:

- a. affirm the decision appealed against;
- b. set aside the decision appealed against and quash any sanction imposed;
- c. set aside only part of the decision appealed against;
- d. substitute for the findings of the decision-maker below its own decision on liability (e.g., finding a party liable for a lesser or greater offence) and/or substituting for the sanction imposed below its own (lesser or greater) sanction;
- e. vacate or modify any costs award made below;
- f. order that the whole or any part of the deposit filed by the Appellant with his Notice of Appeal be refunded; and/or
- g. take any other step that it considers necessary to deal justly with the appeal.

5.11.11 The Committees hearing appeals shall have the discretion to order any party or parties to pay some or all of the costs of proceedings brought before, including the costs of holding the hearings and/or the legal and/or travel/accommodation costs of the members of the Committee and of the parties.

5.11.12 The Committee shall advise the parties of its decision verbally as

soon a reasonably practicable. The decision shall take effect at that point. The Committee shall then confirm its decision in writing, issued as soon as reasonably practicable after the hearing, setting out the reasons for the decision. The decision shall be copied to each of the parties to the appeal.

- 5.11.13 The decision of the Committee hearing the Appeal shall be final and binding and shall not be subject to appeal to or review by a Court of Law.

## **5.12 General Provisions**

### **5.12.1 Public announcements**

The Disciplinary Officer may publish the decisions of the Hearing Committee as soon as is reasonably 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 may be by way of a summary that includes details of illegal or foul play or Misconduct and of the sanctions imposed, if any.

- 5.12.2 Until such time as a decision is published, all parties and participants in the proceedings shall treat such proceedings as confidential.

### **5.12.3 Multiple incidents**

Two or more Persons or Parties may be dealt with at the same hearing where the proceedings arise out of the same incident or set of facts, or where there is a clear link between separate incidents. In this situation, the Hearing Committee, as applicable, shall modify the procedures adopted at the hearing as may be appropriate.

- 5.13 **Conduct and Responsibility**
- 5.13.1 Clubs participating in matches are responsible and accountable for the conduct of their players, officials, members and supporters in attendance at matches.
- 5.13.2 Clubs, players, officials and members must ensure that
- 5.13.2.1 matches are played in accordance with disciplined and sporting behavior
- 5.13.2.2 none of the persons referred to in 5.13.1 engage in an act or acts of misconduct
- 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.
- 5.13.3 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.
- 5.14 **Miscarriage of Justice**
- No proceedings or decisions made pursuant to these regulations shall be held invalid by reason only of any defect, irregularity, omission or other technicality provided there has been no miscarriage of justice.
- 5.15 **Extension of Time**
- Where under these regulations any time is allowed or prescribed the Hearing Committee shall have full discretionary power on good cause shown to extend, abridge or vary the prescribed time.
- 5.16 **Communications**
- All communications regarding any player sent off or cited in Senior Interprovincial matches, All Ireland League Matches or in relation to Appeals to the Disciplinary Committee the Appeals Committee or the Misconduct Appeals Committee of the Union, shall be with the Disciplinary Officer at 62 Lansdowne Road.
- 5.17 **NOTES FOR GUIDANCE**
- 5.17.1 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.
- 5.17.2 In the event of a player appearing for a second or subsequent sending off within five years his previous record should be reflected in the severity of the suspension.
- 5.17.3 The player may not play the game anywhere during the period of a suspension.
- 5.17.4 Any suspension must be imposed until a stated date which should be fixed after taking into consideration all playing consequences of such suspension.
- 5.17.5 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.
- 5.17.6 The following sanctions and procedures recommended by the I.R.B. for offences within the playing enclosure are attached in Appendix 1.

**APPENDIX 1**  
**SANCTIONS AND PROCEDURES**

1. When imposing sanctions, The Hearing Committee dealing with an Ordering Off and/or citing shall apply the IRB 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;
  - (c) The effect of the offending Player's actions on the victim (i.e. extent of injury, removal of Player from game);
  - (d) The effect of offending Player's actions on the game;
  - (e) The vulnerability of victim Player including part of victim's body involved/affected, position of Player, ability to defend himself;
  - (f) The level of participation in the offending and level of premeditation;
  - (g) Whether the conduct of the offending Player was completed or amounted to an attempt;
  - (h) 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.**
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.
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 of the least serious kind where there are compelling mitigating features and an absence of aggravating features, sanctions less than the lower end sanctions specified in Appendix 1 may be applied and, in this respect only, the lower end sanctions set out in Appendix 1 are not minimum sanctions.
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.

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<sup>1</sup> The Player's disciplinary record in all competitions and (as appropriate) in other sports within the previous five years of the incidence that is the subject of the disciplinary proceedings may be considered by the Hearing Committee. In any case in which the Hearing Committee form the view that a Player before it is a persistent offender of the laws of the game, then the Hearing Committee in imposing any sanction on the Player may in fixing that sanction take account of such persistent offending as an aggravating factor.

### IRB RECOMMENDED SANCTIONS

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>Physical Abuse of Match Officials</b>	<b>LE – 6 months; MR – 24 months; TE – 5 years.</b>	<b>Life</b>
<b>Threatening Actions or Words at Match Officials</b>	<b>LE – 3 months; MR – 12 months; TE – 24 months.</b>	<b>36 Months</b>
<b>Contact with Eyes or the Eye Area</b>	<b>LE – 3 months; MR – 9 months; TE – 18 months.</b>	<b>24 Months</b>
<b>Biting</b>	<b>LE – 6 months; MR – 12 months; TE – 24 months.</b>	<b>36 Months</b>
<b>Testicle Grabbing or Twisting or Squeezing</b>	<b>LE – 3 months; MR – 9 months; TE – 12 months.</b>	<b>24 Months</b>
<b>Kicking an Opponent</b>	<b>LE – 3 months; MR – 9 months; TE – 12 months.</b>	<b>18 Months</b>
<b>Stamping on an Opponent</b>	<b>LE – 1 month; MR – 3 months; TE – 9 months.</b>	<b>12 Months</b>
<b>Trampling an Opponent</b>	<b>LE – 1 month; MR – 3 months; TE – 9 months.</b>	<b>12 months</b>
<b>Illegal rucking of an Opponent</b>	<b>LE – 2 weeks; MR – 6 weeks; TE – 3 months.</b>	<b>6 months</b>
<b>Dangerous charging or obstructing or grabbing of opponent without the ball, including shouldering</b>	<b>LE – 2 weeks; MR – 3 months; TE – 6 months.</b>	<b>12 Months</b>
<b>Dangerous charging or obstructing or grabbing of opponent carrying the ball, including shouldering</b>	<b>LE - 2 weeks; MR – 3 months; TE – 6 months.</b>	<b>12 Months</b>
<b>Striking with Head</b>	<b>LE – 6 weeks; MR – 6 months TE – 12 months</b>	<b>24 Months</b>

<b>Striking with Knee</b>	LE – 2 weeks; MR – 3 months; TE – 6 months.	<b>12 Months</b>
<b>Striking another Player hand, arm, fist including the elbow.</b>	LE – 2 weeks; MR – 3 months; TE – 6 months.	<b>12 Months</b>
<b>Dangerous tackling of an opponent including early or late and including the action known as the “stiff arm tackle”.</b>	LE – 2 weeks; MR – 6 weeks; TE – 3 months.	<b>6 Months</b>
<b>To trip an opponent with the foot/leg.</b>	LE – 1 week; MR – 4 weeks; TE – 6 weeks.	<b>3 Months</b>
<b>To hold, push, charge, obstruct an opponent not holding the ball except in a scrum, ruck or maul.</b>	LE – 1 week; MR – 3 weeks; TE – 4 weeks.	<b>6 Weeks</b>
<b>To cause a scrum, ruck or maul to collapse.</b>	LE – 1 week; MR – 3 weeks; TE – 6 weeks.	<b>3 Months</b>
<b>Verbal abuse of opponents whether based on race, creed, colour or otherwise.</b>	LE – 2 weeks; MR – 2 months; TE – 4 months.	<b>6 Months</b>
<b>Spitting at Players</b>	LE – 1 month; MR – 3 months; TE – 6 months.	<b>6 Months</b>

**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 had 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.