



**GREENE KING** IPA  
**CHAMPIONSHIP**

**REGULATIONS 2017-2018**

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**RFU CHAMPIONSHIP**

# THE CHAMPIONSHIP REGULATIONS 2017-2018

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## **1. GENERAL**

### **1.1 Definitions**

In these Regulations the following terms shall (unless otherwise required) have the following meanings:

- “Acquisition”** the bringing together of separate entities into one economic entity as a result of one entity uniting with or obtaining control over the net assets and operations of another, other than as defined as a “Merger” below;
- “Appeals Panel”** a panel appointed by the RFU (which is independent of and does not comprise any member of the Panel making the original decision) and established under the RFU Regulation 19;
- “Assistant Referee”** a person appointed to act as an Assistant Referee in a Match;
- “Associate”** in relation to any company, another company which is a subsidiary of, or a holding company of, or another subsidiary of, controls or is controlled by or is in common control with that company; or in relation to any company, person or body, another company, person or body which is an associate thereof within the meaning of Section 435 of the Insolvency Act 1986 save that the words “one fifth” shall be substituted for the words “one third” in sub-section (10) thereof;
- “Broadcasting Agreement”** any agreement for the Broadcasting of a Match or Matches or for the grant of Broadcasting Rights in the Championship entered into by the RFU;
- “Broadcasting”** the transmission and/or recording and/or otherwise storing of coverage of or other reproduction of a match or matches in any medium and in any use or exploitation of the same by any means in any electronic media now known or at any time in the future developed, including, but not limited to, all forms of television (which will include, without limitation, all forms of analogue, digital, free, pay, pay per view and on-demand systems) and all other audio-visual recorded viewing media and all forms of interactive and/or on-line transmissions via the Internet or broadband networks or any other system, radio and all other audio only media (which will include all forms of recording and/or interactive and/or on-line audio transmissions via the Internet or any other system) whether live or deferred and whether in whole or in part throughout the world or any part thereof;
- “Broadcasting Rights”** all television and/or other broadcasting, media, internet, web-site and mobile rights (whether live, as live, delayed, highlights or clips and whether such rights are on a free, pay, pay-per-view, video on demand and/or near video on demand and whether they are exercised by a means that is now known or developed in the future), relating to the Championship and any advertising, publicity and promotion rights of any and every description in and relating to the Championship;

<b>“British &amp; Irish Cup”</b>	the competition to which the British & Irish Cup Regulations apply;
<b>“Championship” or “Competition”</b>	the competition between 12 clubs referred to in Regulation 2.2(a) played in accordance with these Regulations;
<b>“Clear day’s notice”</b>	exclusive of the day on which the notice is served, or deemed to be served, and exclusive of the day for which it is given and, in respect of receipt of a document by a specified number of “clear days” prior to a specified event, exclusive of the day of that event;
<b>“Club”</b>	any rugby union club which is, for the time being, a participant in the Championship;
<b>“Clubs”</b>	the twelve Clubs eligible from time to time to participate in the Championship in the Season;
<b>“Computerised Listing”</b>	the computerised record of a Club and adult Players’ registration details held by the RFU and made available by a Club by its Registrar (or the RFU) in the form prescribed by the Committee;
<b>“Control”</b>	as defined in The City Code on Takeovers and Mergers;
<b>“Effective Registration”</b>	that a player is registered with a Club in accordance with and pursuant to RFU Regulation 14.3;
<b>“England Academy Player”</b>	means a Player who is: (i) of at least 15 years of age; (ii) who is a member of one of the fourteen RFU licensed Club Academies; (iii) whose name is on the England Academy Players list held and approved by the RFU (and notified to Premier Rugby Limited); and (iv) who is qualified to play for England and/or an England U20 Player in the season for whom consent has been given by the RFU to play under licence for a Club other than that for whom the player has an Effective Registration. For the avoidance of doubt, an England Academy Player will not include a member of a RFU licensed Club Academy whose name is not on the list of England Academy Players held and approved by the RFU;
<b>“England Rugby Academy”</b>	the rugby academy scheme for elite rugby players operated by the applicable Clubs under the terms of the Professional Game Agreement (being the agreement made between the RFU, PRL and the relevant clubs for the period from 1 July 2016 to 30 June 2024) and forming part of the regional academy system;
<b>“English Clubs Championship”</b>	the competition played throughout England under the authority of the RFU which is governed by RFU Regulation 13 and their appendices printed in the Handbook;
<b>“EPS Player”</b>	a player selected for one of the England Elite Playing Squads by the RFU Professional Rugby Director or such other person designated by the RFU and so identified to the Clubs;

**Fifth Official** Any person appointed by the Home Club to be the fifth official:

<b>“Fixture List”</b>	the list for the time being of Championship fixtures referred to in Regulation 4.1(a);
<b>“Foreign Player”</b>	<p>is a person who does not qualify as a Non-Foreign Player. A Non-Foreign Player is a person who, at the point that he is included in the Match Squad:</p> <p>(a) can prove to the satisfaction of the RFU that he is entitled to the rights granted under Title IV, Article 45 of the Treaty on the Functioning of the European Union (TFEU) or under the European Economic Area or of a state with which the European Community has entered into an agreement that includes directly effective provisions conferring equivalent rights of non-discrimination against that state’s nationals within the European Union;</p> <p><i>Note: A passport of a member state of the European Community will normally be accepted as evidence that a player is a European Player</i></p> <p>(b) can prove to the satisfaction of the RFU that pursuant to World Rugby Regulation 8.1 he is eligible to play for the senior fifteen-a-side National Representative Team, the next senior fifteen-a-side National Representative Team or the senior National Representative Sevens Team (as defined in World Rugby regulations) of a Rugby Union in membership of the European Union/European Economic Area; or</p> <p>(c) has been selected for the England Senior XV, Next Senior XV or U20 XV or England’s National VII.</p>
<b>“Fourth Official”</b>	any person appointed by the relevant authority to officiate upon a match as a fourth official;
<b>“Gross Gate Receipts”</b>	all monies from ticketing, car parking and programme receipts collected or due in respect of a match and excluding VAT which shall be deemed to include receipts from season ticket holders of the full price and from each corporate hospitality package shall be deemed to include a ticket sale in the highest price category;
<b>“Handbook”</b>	the Handbook for 2017-2018 published by the RFU;
<b>“Home Club”</b>	in relation to a Match, the Club on whose ground such Match is played or is to be played or (where such Match is not played) should have been played;
<b>“Laws of the Game”</b>	the laws promulgated from time to time by World Rugby according to which the game of rugby union football is played throughout the world (including any variations and trials that may be adopted by the RFU);
<b>“Loan Player”</b>	a Player (other than an England Academy Player) who is loaned or transferred from one English club to another English club upon

written terms (either a signed copy of the Player's written Contract with his home Club if a Contracted Player (as defined in RFU Regulation 1) or a written loan agreement signed by the Player and both Clubs) which entitle the Club (or Academy associated with that Club) making the loan or from whom the Player was transferred to require the Player to return to that Club at any time in the future.

- “Match”** any match forming part of the Championship;
- “Match Official”** means any Referee, Reserve Referee, Assistant Referee, TV Match Official, Fourth Official and any other person appointed by the RFU to officiate at a Match;
- “Material Benefit”** money, consideration, gifts or any other benefits whatsoever contracted, promised or given to a person or at his direction, but does not include reimbursement of proper expenses incurred for reasonable travel, accommodation, subsistence or other expenses incurred in relation to the Game and as particularised in RFU Regulation 7.3;
- “Material Interest”** a company, person or body shall be deemed to have a Material Interest in the event that such company, person or body, or any Associate thereof:
- holds directly or indirectly or otherwise controls 10% or more of the voting rights therein
  - holds directly or indirectly or otherwise controls 10% or more of the share capital (voting or otherwise) therein
  - is a director or secretary thereof
  - is directly or indirectly involved in any capacity whatsoever in the management or administration thereof
  - has the right directly or indirectly to appoint or otherwise control the appointment of the majority of the directors thereof;
- “Match Result Card”** A card supplied by the RFU listing the names of the players and the result of a Match together with the number of tries scored to be completed and signed by or on behalf of the Clubs taking part in a match signed by the Referee in accordance with the provisions of Regulation 3.5
- “Merger”** the bringing together of separate entities into one economic entity as a result of one entity uniting with or obtaining control over the net assets and operations of another in which the shareholders of the combining entities come together in a partnership for the mutual sharing of risks and benefits of the combined entity, and in which no party to the combination in substance obtains control over any other, or is otherwise seen to be dominant, whether by virtue of the proportion of its shareholders rights in the combined entity, the influence of its directors or otherwise;



<b>“National League One”</b>	means the league in the English Clubs Championship operating immediately below the Championship;
<b>“Next Available Date”</b>	the first available and next following weekend or mid-week day (which may include a day prior to that upon which a match was originally scheduled to be played) upon which neither Club (in a match which requires rearrangement) is taking part in a match in a competition organised by the RFU;
<b>“Official”</b>	any Director, Secretary, servant or duly authorised (express or implied) representative of a Club;
<b>“Organising Committee”</b>	means the committee appointed by the RFU to manage the Competition;
<b>“Player”</b>	a Club player;
<b>“Premiership”</b>	the competition between clubs competing at level one of the English Clubs Championship known as “The Premiership”;
<b>“Referee”</b>	a person appointed to act as the referee in a Match;
<b>“Registrar”</b>	the person set out in the Handbook to administer the registrations of players in accordance with RFU Regulation 14;
<b>“Registration of Players Regulations”</b>	those regulations governing the registration of Players appearing set out in RFU Regulation 14;
<b>“Regulations”</b>	these Regulations of the Championship and any future variation as provided by Regulation 1.3;
<b>“Reserve Referee”</b>	the person appointed to act as the reserve referee in a Match;
<b>“RFU”</b>	Rugby Football Union the sole governing body of the game in England;
<b>“RFU Regulations”</b>	the RFU’s Regulations as set out in the RFU’s Handbook and as amended from time to time;
<b>“Season”</b>	means the RFU Competition Season 2017-2018 starting on Saturday 2 September 2017 until Monday 28 May 2018;
<b>“Sponsorship Agreement”</b>	any the sponsorship agreement of which a Club is notified entered into by the RFU with a sponsor in relation to that sponsor’s sponsorship of the Championship under its brand;
<b>“Tournament Director”</b>	the person appointed by the Organising Committee to undertake the day to day management of the Championship on behalf of the Organising Committee;
<b>“Transfer Deadline”</b>	as defined in RFU Regulation 14, being 23 March 2018, the Waiting Period (if applicable) having been completed before the Transfer Deadline is reached;

<b>“TV Match Official”</b>	the person appointed to act as the television match official for a Match, if applicable;
<b>“Visiting Club”</b>	in relation to a Match, the Club which plays or is to play or (where such Match is not played) should have played such Match at the ground of a Home Club, but is not the Home Club for such Match;
<b>“Weekend”</b>	any Friday, Saturday, Sunday or public holiday;
<b>“World Rugby”</b>	the world governing body for the time being of the game of rugby football union played in accordance with the Laws of the Game.

## **1.2 Interpretation**

- (a) Where the context so admits:
- (i) words importing the singular shall include the plural and vice versa;
  - (ii) words importing the masculine gender shall include the feminine gender; and
  - (iii) words importing persons shall include firms, corporations and unincorporated associations.
- (b) Reference to any Act, Statute or statutory provision shall include a reference to that Act, Statute or statutory provision as amended, re-enacted or replaced from time to time, whether before or after the date of adoption of these Regulations, and any former Act, Statute or statutory provision replaced (with or without modification) by the Act, Statute or statutory provision referred to and any subordinate legislation made thereunder respectively.
- (c) Section, Regulation and Appendix headings are for ease of reference only and shall not affect the construction of these Regulations.

## **1.3 Variations to these Regulations**

These Regulations may be varied from time to time (whether by way of alteration, addition, deletion or otherwise) by the RFU Council. The RFU will consult with the Clubs or with an entity delegated by them before varying these Regulations.

## **1.4 Severability**

If any of the provisions of these Regulations shall be found to be void or unenforceable, such provisions shall be deemed to be deleted from these Regulations and the remaining provisions of these Regulations shall continue in full force and effect and the RFU, shall use its reasonable endeavours to procure following the procedures laid down by Regulation 1.3 that such provision is replaced by a provision which is valid and enforceable and which gives effect to the spirit of these Regulations.

## **1.5 Delegation**

Where a decision is taken or a right or power is expressed in these Regulations to be exercisable by the RFU, such decision or power shall (subject to the Rules of the RFU) be taken by the RFU Board of Directors or as delegated by it.

## **1.6 RFU Regulations**

These Regulations are supplemental to the RFU Regulations which, for the avoidance of doubt, shall have full force and effect save that in the event of conflict between these Regulations and the RFU Regulations, the RFU Regulations (to the extent that they affect the Clubs) are deemed varied by these Regulations.

## **1.7 Organising Committee**

- (a) The Competition will be organised by the Organising Committee.
- (b) The Organising Committee shall have the power to delegate any or all of its powers, duties or obligations under these Regulations (save for the power contained in Regulation 15.1 below) to such person or persons as it may decide.

## **2. THE COMPETITION**

### **2.1 Name**

The name of the competition is “The RFU Championship” or such other name as is approved by the RFU which may include the name of sponsor and shall be between those Clubs as are specified in Regulation 2.2 below. All matches in the Competition shall be played under the Laws of the Game published by World Rugby and in compliance with these Regulations and with the appropriate regulations of the Rugby Football Union (hereinafter called ‘the RFU’) insofar as the latter are not at variance with these Regulations.

### **2.2 Structure**

- (a) The Championship will comprise of one stage.
- (b) The participants of the Championship will comprise in Season 2017-2018

Bedford Blues  
Bristol Rugby  
Cornish Pirates  
Doncaster Knights  
Ealing Trailfinders  
Hartpury College

Jersey Reds  
London Scottish  
Nottingham Rugby  
Richmond  
Rotherham Titans  
Yorkshire Carnegie

- (c) Each Club shall play each other Club on a home and away basis over 22 Rounds during the Season. There will be no play-off or knock-out stage.

### **2.3 Conditions of Participation**

A rugby union club shall not be entitled to be or to remain a participant of the Championship unless it is a member of the RFU or licensed to play in the Championship by the RFU. Participation in the Championship and any funding (whether financial or value in kind) provided by or on behalf of the RFU or a third party for participation in the Championship shall be conditional upon the Club complying with these regulations, including Regulation 2.4 and in particular any commercial agreements entered into by the RFU in respect of the Competition, pursuant to Regulation 12.

### **2.4 Agreement by the Clubs**

- (a) Participation in the Championship shall constitute an agreement between the RFU and each of the Clubs, to the same extent as if they had each signed and sealed these Regulations, to be bound by and to comply with:
  - (i) these Regulations and the schedules attached;
  - (ii) the Laws of the Game and any Sponsorship Agreement;
  - (iii) the Rules, Regulations and Bye-Laws for the time being of World Rugby and RFU;
  - (iv) such other agreements entered into of which the Clubs have notice and from which the Clubs derive financial benefit (including without prejudice to the generality of these Regulations any agreement for Broadcasting rights).
  
- (b) Participation in the Championship constitutes an agreement between the RFU and between each Club and any other party to any Sponsorship Agreement and any Match Official involved in any Match (or cancellation or abandonment thereof) and as a separate covenant with each other Club that, to the extent permitted by law, it will not hold liable or make any claim against any of the foregoing or any Official:
  - (i) for any loss cost charge compensation or expense arising out of or in connection with any kind of injury or illness suffered by any player, spectator or other person;
  - (ii) for any damage to property of any kind;
  - (iii) for any other loss cost charge expense or damages be it economic financial consequential or for loss of profit incurred or otherwise and whether directly or consequential; or
  - (iv) for any loss of any description howsoever arising or alleged to arise from or in relation to the result of any Match

arising out of or due to any decision or action that any Match Official or the Organising Committee may take (or failed to have taken) under the Laws of the Game, these Regulations or any other rules or regulations published in the Handbook or which have been properly introduced by the RFU or in respect of the normal procedures to hold play control cancel or abandon a Match.

- (c) The agreements referred to in paragraphs (a) (b) and (c) of this Regulation shall have effect in relation to a Club from the date such Club shall participate in the Championship and, subject as hereinafter provided, shall continue until the date such Club shall cease to participate in the Championship. The cessation of those agreements shall be without prejudice to any claims or rights of action arising prior to such club ceasing to be a member of the Championship and to any Regulations which, by their terms, are expressed or intended to continue after such Club shall cease to participate in the Championship.

## **2.5 Ceasing to Participate**

- (a) A Club shall not be entitled to terminate its participation in the Championship except at the end of a Season. In the event that a Club shall desire to cease its participation in the Championship, then it shall give provisional notice in writing of such desire to the RFU by 31st December in the Season. Such notice must be confirmed by further notice in writing to the RFU Legal and Governance Director by 31st March in such Season and, in the event that such further notice is not given, such Club shall be deemed to have withdrawn such provisional notice and shall, subject to any other provisions of these Regulations, continue to remain a member of the Championship. In the event that such further notice is given, then such Club shall cease to participate in the Championship at the end of such Season.
  
- (b) The RFU, may, upon such terms and conditions as it may from time to time think fit, allow a Club to terminate its participation in the Championship otherwise than in accordance with the provisions of paragraph (a) of this Regulation.

- (c) If the RFU considers that a Club shall be expelled or suspended from the Championship, the RFU, may then, by resolution and upon such terms and conditions as it may specify in such resolution, expel or suspend a Club from participation in the Championship, subject to the Club's right of appeal to the Appeals Panel. In the case of expulsion, it is accepted that the RFU may but not be obliged to place such expelled Club in such league below the Championship as the RFU itself shall determine in its absolute discretion.
- (d) In addition to provisions of paragraphs (a) to (c) of this Regulation, a Club shall cease to participate in the Championship, in the event that it shall so cease to be a member of the RFU in accordance with the provisions of Regulation 2.3.
- (e) In the event that a Club shall cease to participate in the Championship, otherwise than in accordance with the provisions of paragraph (a) of this Regulation or by reason of its promotion or relegation from the Championship pursuant to these regulations, such Club shall indemnify and keep indemnified the RFU and each of the other Clubs against any losses, damages, liabilities, costs and expenses suffered or incurred by the RFU and/or such other Clubs as a consequence of such Club so ceasing to be a member of the Championship or as a consequence of any breach by such Club of any of these Regulations, including (but without limitation) any loss of income or profits under any broadcasting, sponsorship or other commercial agreement or arrangement entered into by the RFU and/or such other Clubs in relation to the Championship.

## **2.6 Education Modules**

All Clubs must ensure that all Players, Academy Players, coaching personnel, medical personnel and/or such other individuals as notified to the Club by the RFU, complete in full any education modules that may be developed and prescribed by the RFU on such conditions and by the timeframe notified to those individuals who are required to complete the module. Any failure to comply with this regulation and/or failure by any individual who is required to complete the module by the stipulated timeframe may result in sanction which will be determined by the RFU.

## **3. THE CHAMPIONSHIP**

### **3.1 Rankings and Qualifications for Championship**

- (a) The position of a Club in the Championship shall be established by awarding four league points for a win and two league points for a draw. In addition, one bonus league point will be awarded to a team:-
  - i) On each occasion it scores four or more tries in a Championship match
  - ii) On each occasion it loses a Championship match by seven points or less.
- (b) In the case of equality of league points, positions in the table shall be determined firstly by the number of wins achieved in the Championship and then on the basis of match points differential in the Championship. A Club with a larger number of wins shall be placed higher than a Club with the same number of league points but fewer wins. If Clubs have equal league points and equal number of wins then a Club with a larger difference between match points "for" and match points "against" shall be placed higher in the Championship than a Club with a smaller difference between match points "for" and match points "against". Should two Clubs have the same number of league points, the **same wins** and the same match points difference, the Club having scored more match points "for" shall be placed higher in the Championship than the Club having the lesser number of match points "for". **If this still does not establish the positions then the Clubs involved shall be ranked according to the number of matches won, excluding the first league match of the season. If**

necessary this process shall be extended to exclude the second match, third match and so on until the final positions are established.

### **3.2 Promotion and Relegation**

- (a) The highest placed Club of the Championship (calculated in accordance with Regulation 3.1) will be the winner of the Championship and will be automatically promoted to play in the Premiership in Season 2018-19 provided such club meets or addresses to the satisfaction of the RFU the minimum standards criteria for the Premiership.
- (b) At the end of the Season the lowest placed Club in the Championship (calculated in accordance with Regulation 3.1) shall be relegated to National League One and the highest placed Club in National League One shall be promoted to the Championship provided that Club satisfies the requirements set out in Regulation 3.2(c) below.
- (c) Any Club winning National League One wishing to be promoted to the Championship in accordance with Regulation 3.2(b) above must:
  - (i) satisfy the requirements of Regulations 2.3 and 2.4(b) and (c) ; and
  - (ii) satisfy the RFU, in such manner as the RFU may from time to time reasonably require, that it will be able to fulfil its obligations under these Regulations or any other Regulations introduced by the RFU in substitution for or in addition to these Regulations.
- (d) In the event that the highest placed club in National League One is unable to satisfy the requirements of Regulation 3.2(c) the lowest placed Club in the Championship referred to in Regulation 3.2(b) shall retain its place in the Championship for the following season.
- (e) In the event that a Club shall cease to be a participant in the Championship pursuant to Regulation 2.3 or Regulation 2.5, then, with effect from the end of the Season in which such Club shall so cease to be a participant in the Championship, such alterations and/or additions shall be made to the provisions of this Regulation 3.2 as the RFU may think fit so as to achieve a situation where, at the beginning of the next season, there are 12 Clubs in the Championship, provided always that there shall be no alteration or addition pursuant to the provisions of this Regulation 3.2 which will prevent the highest placed rugby union club in National League One being promoted to fill any vacancy created by the provisions of this Regulation 3.2 (e).
- (f) No Club may directly or indirectly make any financial or other inducement to any club in the English Clubs Championship so that it does not accept its place in the Championship.

### **3.3 Eligibility and Restriction on Players.**

- (a) Subject to Regulation 3.3(e) and 3.3(f) below, a Club may only play or select as a replacement, Players who hold Effective Registration for that Club.
- (b) A Club will be able to Effectively Register a Player after the Transfer Deadline:
  - (i) where that Player meets the criteria set out in RFU Regulation 14.3.4; or
  - (ii) where:
    - (A) immediately prior to Effective Registration with that Club, that Player was Effectively Registered with a Premiership club;

- (B) prior to the Transfer Deadline, that Player had been Effectively Registered with that Club and was a Loan Player; and has been listed in that Club's Match squad as recorded on the official RFU Match Result Sheet in the current Season on at least eight (8) occasions; and
  - (C) the Player has been listed in the relevant Premiership club's match squad as recorded on the official RFU Match Result Sheet in the Season on no more than three (3) occasions after the Transfer Deadline for the Championship.
- (c) Players who are Effectively Registered with a Club pursuant to Regulation 3.3(b)(ii) above shall be Loan Players for the purposes of these Regulations and the RFU Regulations.
  - (d) For Effective Registrations with Clubs after the Transfer Deadline pursuant to Regulation 3.3(b)(ii) above, all registration regulations as set out in RFU Regulation 14 will apply, together with such requirements as the Registrar may set for applications for registration to evidence that the Player meets the conditions set out in Regulation 3.3(b)(ii) above.
  - (e) A Club may not in any Match have in the match day 22 at any one time more than two Foreign Players.

*(Warning: The Computerised Record held by the RFU is the only and conclusive evidence of a Player's Effective Registration save in the case of such registration having been made as a result of inaccurate, false or misleading information having been provided in which case the effective registration will be void and invalid from the date of initial registration).*

- (f) A Club may not play or select as a replacement or substitute in a Match more than **13** players from another club of which no more than three shall be Loan Players and the others (up to the maximum of **10**) must be England Academy Players under the age of 24 as at 1 September **2017**.

### **3.4 Replacements**

- (a) In all Matches up to seven (7) replacements and substitutes are permitted in accordance with Law 3 and World Rugby resolutions/rulings/directives relating thereto and each Club shall comply with such Law and resolutions/rulings/directives.
- (b) In the interests of safety each team playing in the Championship must have at least five (5) fit and able players in the squad who are suitably trained and experienced to ensure that on the first occasion that a replacement prop is required and on the first occasion that a replacement hooker is required (whether due to injury or consequent to a player(s) being temporarily suspended or ordered off) the team can continue to play safely with contested scrums.
- (c) If on any occasion where uncontested scrums are ordered by the Referee as a result of there being no suitably trained and experienced front row replacement for any reason (which includes injury, temporary blood injury, temporary exclusion (i.e. following a yellow card) or permanent exclusion (i.e. following a sending off)), the team concerned shall not be entitled to replace the player whose departure caused the uncontested scrums. On return to the field of play of the front row player who has been temporarily excluded or injured the Match shall continue with contested scrums.
- (d) If a Match is completed with or contains uncontested scrums, the Club that was responsible for causing uncontested scrums must upon the request of the Organising Committee provide to the Organising Committee such information as it may require including if

requested a medical report identifying the injuries sustained by its front row players which must be signed by the Club doctor. The Organising Committee may take such action it deems appropriate in respect of any suspected, alleged or actual breach of this Regulation 3.4 as it shall decide and shall notify all Clubs. Any Club may appeal against the decision of the Organising Committee in accordance with Regulation 15.2.

- (e) A substitution card issued by the RFU will be used for the management of replacements on and off the pitch.
- (f) During and following a Match the following procedure will be utilised.
  - (i) On match day, the team's nominated person will be situated during the match in the Technical Zone. The team's nominated person will have at his disposal as many replacement cards as he requires.
  - (ii) When it is decided that a player must be replaced, he then completes the details on the form, giving all the requested details (names, numbers, reasons, times, whether injury replacement (permanent or temporary) or tactical substitution).
  - (iii) Once this form is completed, it is handed to the Fourth Official instructing him of the replacement at the next opportunity.
  - (iv) After the match, the Fourth Official will retain the forms used for the replacements for the remainder of the season for inspection if required.

### **3.5 Match Result Card**

- (a) An authorised representative of a Club participating in a Match must submit to the Referee for such Match, at least one hour before the kick-off time for such Match, an accurate Match Result Card (which may include electronic format) containing a list of the full names of each of the Players of that Club who are to take part or act as replacements in such Match.
- (b) If a Player on the Match Result Card submitted to the Referee in accordance with the provisions of Regulation 3.5(a) sustains an injury after such Match Result Card is submitted to the Referee but before kick-off of the Match, he may be replaced by another Player and the Referee must be informed of this immediately and such Match Result Card must be amended accordingly. Should the status of a substitution alter to be a replacement either during or after the match, the Match Result Card must be amended to reflect any such change.
- (c) Within one hour of the end of the Match the Referee shall complete each Match Result Card submitted to him in accordance with the provisions of Regulation 3.5(a) by inserting the result of such Match (including the number of tries, goals and penalty goals scored and the timing of any replacements or substitutions during such Match) and shall sign (which may include an electronic signature) and return such Match Result Card to the relevant Club.
- (d) The Home Club shall, within one hour after the end of the Match, complete and sign (which may include an electronic signature) the Match Result Card and submit it to the designated RFU department and such person or agency as may be determined and notified to the Clubs from time to time. The Away Club shall also sign (or initial) the Match Result Card for further certification. The RFU shall hold the definitive table of results for the Championship League. Where emailed copies do not have signatures, the signed copy must be sent by facsimile by 1000hrs on the next working day.
- (e) The Match Result Card (which may also include the online electronically generated version) will be the only evidence acceptable from a Club of the names of the Players who



played or were replacements for the Match without prejudice to the right of the Club to produce supporting evidence in the event of a question being raised.

*NOTE:*

*ONCE THE MATCH RESULT CARD HAS BEEN PASSED TO THE REFEREE (OR HIS DESIGNEE) IT CANNOT BE ALTERED OTHER THAN IN THE CIRCUMSTANCES SET OUT IN REGULATION 3.5 (b) ABOVE. THE CLUB LAYS ITSELF OPEN TO SANCTION UNDER THESE REGULATIONS IN THE EVENT THE REFEREE REPORTS NON COMPLIANCE WITH REGULATION THIS REGULATION 3.5 OR ABUSE OF THE REFEREE OR MATCH OFFICIALS WHICH IS FOUND TO HAVE BEEN SUBSTANTIATED.*

*PROVIDING FALSE INFORMATION ON PLAYERS OR REPLACEMENTS TAKING PART IN A CHAMPIONSHIP MATCH SHALL BE A SERIOUS OFFENCE.*

### **3.6 Club ceasing to play**

If a Club ceases to participate the Championship during the Season for any reason and prior to the time when it has played all the Championship matches which it is scheduled to play during such Season, the Organising Committee shall in its absolute discretion impose any such penalty as it deems appropriate which may include but not be limited to:

- (a) variation or deduction of any Championship competition or match points from the Club concerned for the current season or following season and/or
- (b) any Championship competition or match points allocated to any other Club as a result of a Championship match against the Club concerned being disregarded for the current Season and/or.
- (c) suspension of the Club concerned or one or more of its teams from playing one or more matches and/or
- (d) relegation of the Club concerned and/or
- (e) imposition of a fine payable to whom the Organising Committee directs or compensation payable to another Club or Clubs

In the event it is disputed by the Club concerned that it has ceased to participate in the Championship the decision of the Organising Committee shall subject to the Club's right of appeal pursuant to Regulation 15.(2) be final.

### **3.7 Trophy**

- (a) The Club declared the Championship winner in accordance with Regulation 2.2 shall hold the trophy until no later than 28 days prior to the first Match of the Championship Final for the next following season when:
  - (i) the relevant trophy shall forthwith be returned to the RFU in good order and condition; and
  - (ii) the RFU shall make such arrangements as it shall determine in relation to the presentation of the relevant trophy to the new Championship champions.
- (b) During such time as a Club shall hold the Championship trophy:

- (i) it shall be responsible for insuring such trophy in the joint names of RFU and such Club in the full replacement value thereof against loss or damage by such risks as RFU shall from time to time specify;
  - (ii) it shall, at the request from time to time of RFU, supply to RFU such evidence of such insurance as RFU may require; and
  - (iii) in the event of any loss or damage to such trophy, it shall forthwith replace or repair such trophy as necessary and, without prejudice to this obligation, it shall apply monies received from any such insurance in so doing.
- (c) For the avoidance of doubt, there shall be no other trophies for the Championship, save as agreed by the RFU.

### **3.8 Match Footage**

The RFU will be responsible for filming the Matches and will make available the Match footage to the Championship Clubs. The RFU (and its contracted third parties) will instruct the Clubs as to what requirements, assistance, facilities and equipment the Clubs need to provide in order to enable the RFU (and its contracted third parties) to film the Matches (which will include, without limitation, the Home Club providing a direct line video feed from the camera gantry to the Visiting Club's coaching desk space for the purposes of live transmission of the Match) and all Clubs agree to meet those requirements and to provide such assistance, facilities and equipment as the RFU (and its contracted third parties) may request.

### **3.9 Team Declarations**

- (a) Each Club must announce the squad selected to represent it in a particular Match and numbered in accordance with World Rugby Regulations as if the Match were an international match (for the avoidance of doubt, this requires the selected players to be named and numbered 1 to 22 and must include selected players only rather than potential alternatives or substitutes) to the Tournament Director and/or its designee and to the media no later than 12 noon on Friday before Saturday, Sunday or Monday Matches and, in the case of Matches taking place on any other days, no later than 12 noon on the day immediately prior to such Match.
- (b) Any changes to a squad due to a certified injury or illness (certification of which must be provided to the RFU upon the RFU's request) after the official announcement detailed in 3.9(a) must be communicated to the Tournament Director before or as soon as practicably possible after the Match and no later than 24 hours after the conclusion of the Match. Failure to announce the correct team or inform the Tournament Director of a change due to injury or illness will result in a penalty at the Organising Committee's discretion.

## **4. MATCH & FIXTURE MANAGEMENT**

### **4.1 Arrangement of Fixtures**

- (a) All Match weekends to be played during a Season shall be arranged by the RFU as soon as reasonably practicable following the end of the immediately preceding season and a list of such Matches shall be sent to each of the Clubs.
- (b) All Clubs shall confirm to the RFU the dates and kick off times of the fixtures on the weekends as notified by the RFU by 1st July in each year or on such other date as determined by the RFU which upon agreement by the RFU shall become the Fixture List for the Season. If applicable, in scheduling matches during the Christmas period, 3 Weekends may be set aside for 2 rounds. For each round the Home Club may select a

Weekend date on the allocated round Weekend or a day in between such allocated round Weekends (including the blank (middle) Weekend of the 3 Weekends).

- (c) All Matches shall be played on the dates and at the times scheduled in the Fixture List save (i) where both clubs agree to rearrange a fixture and the Organising Committee has given its written approval or (ii) where the Organising Committee decides to rearrange a fixture date and/or time (including any fixture dates organised pursuant to 4.1(b) above) if deemed appropriate, having consulted with both Clubs. Such decision shall be binding on each Club and the RFU.
- (d) A Championship match kick-off must, so far as possible, adhere to the time on the Fixture List or any change to that time approved by the Organising Committee and the Referee must report to the RFU a delay in kick-off of more than ten minutes.

#### **4.2 Kick-Off Times**

- (a) In respect of Championship matches, except as provided in Regulation 4.2 (b) and (c), the Home Club shall fix the time of kick-off of its Championship match as follows:
  - (i) between 12 noon and 5.30pm in each case for a Championship match played on a Saturday, Sunday, bank holiday or other public holiday; and
  - (ii) between 7pm and 8pm for a Championship match played on a Friday or on any other day as directed from time to time by the RFU.
- (b) Subject to Regulation 4.2 (c) below, any variations to the timings referred to in Regulation 4.2(a) shall only be made by the Home Club with the prior approval of the Organising Committee or its delegated nominee. Such decision shall be binding on each Club and the RFU. In the event of a variation in the time fixed for the kick-off of a Championship match, the RFU shall forthwith notify the Visiting Club and Referee and Match Officials in writing of such variation.
- (c) Notwithstanding any other provisions of these Regulations, the Organising Committee has the absolute right to select or alter the proposed kick-off time when notified in advance of proposed changes.
- (d) In relation to a Championship match televised live, the Organising Committee shall, as soon as reasonably practicable, determine the day on the published weekend and time of kick-off of such Championship match. For the avoidance of doubt the Organising Committee may determine that a televised match may be scheduled for any day of the week or time. Such decision shall be binding on each Club and the Organising Committee. The Organising Committee shall notify each Club and the officials of the kick-off times with which each Club will comply.
- (e) The last round of matches in the Championship shall kick off by no later than 3pm on Saturday **28 April 2018**. In the sole opinion of the Organising Committee where the circumstances are exceptional, the Organising Committee may determine an alternative later date and time.

#### **4.3 Duration of Matches**

- (a) All Matches shall be of 80 minutes duration, divided into two halves of 40 minutes each. In all matches other than televised Matches, the interval between each of the two halves shall be 15 minutes (unless both teams agree to a shorter interval and the broadcaster so

agrees in respect of matches which are being broadcast) during which time the teams may leave the pitch. For televised Matches the Broadcaster may determine the duration of the half-time interval.

- (b) Any Match which from any cause whatsoever falls short of 80 minutes duration may be ordered to count as a completed fixture or to be replayed in full, as the Organising Committee may determine, subject to the right of the affected Clubs to appeal pursuant to Regulation 15.2.

#### **4.4 Postponed Matches**

- (a) If a fixture is in doubt due to the pitch being unplayable because of bad weather or the forecast of bad weather, the visiting team must be informed as soon as practicable. A suitably accredited independent RFU Referee (not a person, whether a Referee or not, who regularly acts as a Clubs' Fifth Official or who is a member of the home club) must confirm the postponement after an inspection of the match pitch. Such a pitch inspection by an independent Referee must take place before the time the visiting team intend to travel to fulfil the fixture. Where a pitch inspection has taken place on the day prior to the day of the Match and it is decided that the match should not be postponed, a further pitch inspection must take place on the day of the Match by no later than 10am on that day or 3 hours prior to kick off of the Match (whichever is earlier).
- (b) If the independent Referee having undertaken an inspection deems the pitch unplayable and/or likely to be unplayable the home club must act on that judgement and immediately postpone the fixture. If the independent Referee deems the pitch playable and/or likely to be playable the home club must act on that judgement and notify the visiting team accordingly.
- (c) If this procedure is not followed and the fixture is postponed, because the pitch is unplayable, after the visiting team have travelled to fulfil the fixture the home club will be responsible for 50% of the costs of travel and accommodation incurred by the visiting team or other sanction as deemed appropriate by the Organising Committee. Such costs will be payable by the home club within 28 days from receipt of the relevant invoice and supporting copy invoices from the visiting team.
- (d) When a late decision within 3 hours of kick-off as to the fitness of the pitch for playing a match is necessary, the decision shall be made by the captains of the teams involved. If the captains are not able to agree, the decision as to the fitness of the pitch should be made by the appointed Referee in accordance with 4.4(a) above. If the match is postponed the home club must notify the Organising Committee within 48 hours of the decision to postpone. If the Referee declines or fails to make a decision, and the captains disagree about the fitness of the pitch, the match shall be immediately postponed and the circumstances notified to the Organising Committee within 48 hours of the decision to postpone. Regulation 4.4(d) must be adhered to in addition to the provisions set out in any such related protocol that may be provided to the Clubs by the RFU.
- (e) If the game is postponed for any reason other than the weather, the home Club must follow the procedure outlined in (d) above.

#### **4.5 Abandoned Matches**

- (a) Weather Conditions (which shall be deemed to include bad light in the sole opinion of the referee)
  - (i) Less than 60 Minutes Played

If adverse weather conditions solely prevent a match being played or result in a Match being abandoned with less than sixty minutes having been played, then the match will be replayed in accordance with Regulation 4.7 unless the Organising Committee exceptionally and in its absolute discretion agrees / specifies otherwise.

(ii) 60 or more Minutes Played

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

(b) Other Reasons

If the Referee finds it necessary to abandon a match for any reason other than weather conditions, then, irrespective of the number of minutes played, the result of that match shall be reviewed and determined by the Organising Committee (or its delegate). The Organising Committee (or its delegate) may order the match to be replayed in accordance with Regulation 4.7 and/or impose such other sanction as it deems appropriate.

#### **4.6 Notification**

- (a) When a match is abandoned, the home Club must notify the Organising Committee (or its delegate) of the reason for non-completion of the match as soon as possible but in any event within 24 hours of the event.
- (b) A Match Result Card (which has been duly signed by the Referee) must also be submitted in accordance with Regulation 3.5 which, if appropriate, states the number of minutes played, the score, and the reason for the abandonment.

#### **4.7 Re-scheduling or Re-arranging Matches**

A Championship Match shall be played/replayed on a date specified by the Organising Committee. For the avoidance of doubt the Organising Committee may specify the Next Available Date and therefore all Clubs must have access to a ground which meets the required standards in accordance with Regulations 2.6 and 5.3 and has a pitch which is suitably floodlit and meets the requirements set out in Regulation 5.8.

#### **4.8 Clubs unable to fulfil fixtures**

- (a) No Club shall, without just cause (it being for the Organising Committee to determine whether or not just cause exists), fail to fulfil its fixture obligations in respect of a Match on the date and at the time appointed for such fixture.
- (b) In the event that a Club shall so fail to fulfil a Match the Organising Committee may, and subject to the Club's right of appeal pursuant to Regulation 15.2, in its absolute discretion in the case of Matches award the points to either side, divide the points between the sides or decide that no points shall be awarded. If the Organising Committee is of the view that a Club has unjustifiably failed to fulfil its obligations in relation to any Match it may deduct points and/or make an order for a fine to be imposed and/or award compensation and/or award the result of the Match to the other Club. In addition or instead it may order the Match to be postponed or re-arranged or replayed on a date specified by it. In each case the Organising Committee shall have regard to the likely final positions of each Club at the end

of the Season (including other Clubs) the commitments of each Club concerned and giving priority to arguments of the Club which was not at fault in the event of a dispute on any re-arranged Match date. All decisions of the Organising Committee pursuant to this Regulation 4.8 shall be final subject only to the right of the affected Clubs to appeal the decision pursuant to Regulation 15.2.

*NOTE. SUBJECT TO ITS RIGHT OF APPEAL A CLUB LAYS ITSELF OPEN TO A PENALTY TO BE IMPOSED (WHICH MAY INCLUDE THE CLUB BEING DEDUCTED CHAMPIONSHIP POINTS IN THE CURRENT SEASON OR THE FOLLOWING SEASON) IF THE RFU IS OF THE VIEW THAT A CLUB HAS UNJUSTIFIABLY FAILED TO FULFIL ITS OBLIGATIONS TO PLAY A MATCH.*

*LACK OF PLAYERS BECAUSE THEY ARE REQUIRED TO ATTEND A MATCH OR TRAINING FOR ENGLAND OR OTHER NATIONAL REPRESENTATIVE TEAM IS NOT A JUSTIFICATION FOR NON-FULFILMENT OF A FIXTURE OR FOR AN APPLICATION TO THE RFU TO RE-ARRANGE A MATCH.*

- (c) If weather conditions prevent a Match being played or a Match is abandoned because of such conditions with less than sixty minutes having been played, it is the responsibility of the Home Club to advise the Organising Committee of the reason for non-playing or non-completion of the Match as soon as possible after the event. The Organising Committee will determine if the Match will be replayed on a date specified by the Organising Committee or whether the result will stand.
- (d) Any Club which is suspended from playing rugby union football for disciplinary reasons will not be permitted to re-arrange any Match falling to be played within the period of the suspension. The effects thereof on the non-offending Clubs in the Championship shall be dealt with by the Organising Committee in its absolute discretion but subject to a right of appeal by any affected Club.
- (e) In addition to and whether or not a penalty is imposed upon a Club by the Organising Committee where in the opinion of the Organising Committee the Club failed to honour its Match obligations a Club shall be liable to pay to any opposing Club compensation in respect of the losses, damages liabilities, costs or expenses suffered or incurred by such opposing Club as a result of such failure. The amount of such compensation will in default of agreement between the opposing Clubs be determined by the Organising Committee.

#### **4.9 Clubs Not To Arrange Matches Which Interfere With Fixtures**

- (a) Clubs shall not arrange other matches during a Season until after the Fixture List for that Season has been sent to Clubs in accordance with the provisions of Regulation 4.1(a).
- (b) Clubs desiring to arrange matches other than Matches must ensure that such matches do not interfere with Matches.

#### **4.10 Disputes**

Any disputes between Clubs in relation to this Regulation 4 shall be referred within 14 days of dispute arising to and decided upon by the Organising Committee, whose decision shall be final and binding subject to the right of appeal to the Appeals Panel.

### **5. GROUNDS**

#### **5.1 Registration of Ground**

Each Club shall by 1 September 2017 register its principal pitch at its home ground (together with the Club's contracted standby ground, if it has one and any temporary ground) with the RFU for the attention of the RFU Legal and Governance Director. No Club shall move to another ground or pitch or play any home Matches during the Season on a ground or pitch other than the registered principal home pitch, the registered contracted standby ground or temporary ground or such other ground as may be pre-approved in writing by the RFU who have the absolute right to decide and who in taking any such decision may apply such criteria as it in its absolute discretion deems appropriate. Each Club shall simultaneously register with the RFU Legal and Governance Director the pitch size at such grounds. If a club wishes to relocate to another temporary ground during the Season it may only do so provided RFU prior approval is given in accordance with RFU Regulation 3.8.

## **5.2 Facilities and Equipment**

- (a) All Clubs in the Championship shall be obliged to use a specified ball for all Matches as may be determined by the RFU from time to time.
- (b) Each Home Club shall, subject to any requirements in the Broadcasting Agreement, provide the Visiting Club with a reasonably adequate location for use by the Visiting Club's appointed video cameraman and video camera for the purpose of filming the Match.

## **5.3 The Pitch**

- (a) Each Club shall take all reasonable steps to maintain its pitch to an adequate standard. The RFU may require a Club to take such steps as it shall specify if it is not satisfied that its pitch is being maintained to an adequate standard.
- (b) Each Club's pitch shall comply with the Laws of the Game and any World Rugby ruling and/or directions and any RFU Regulations relating to artificial pitches, relating to the same. Furthermore no Club shall change its pitch size from the size at the start of the season and as registered in accordance with Regulation 5.1.
- (c) The Home Club is responsible for correctly and clearly marking its pitch and it must make proper provision to ensure that all spectators are kept at a reasonable distance from the field of play by a permanent barrier.
- (d) The Home Club shall provide the Visiting Club with six seats in two blocks of three, one behind the other, on, or in close proximity to, the halfway line in a reasonably elevated position for the coaching staff and match analysis staff of the Visiting Club.
- (e) Each Club must make provision for two technical areas as outlined in **Schedule 1** and shall comply and shall ensure that all coaching and playing personnel comply with the requirements contained therein.
- (f) Any player temporarily suspended when playing in a Match must remain in the Sin Bin or leave the playing enclosure and be clearly and readily identifiable to the Fourth official.
- (g) Any player ordered off must leave the playing enclosure.
- (h) The RFU shall be entitled from time to time to require that:
  - (i) a pitch carries branding advertising the Championship in such form and position as the RFU may from time to time require and in accordance with the Sponsorship Agreement;

- (ii) no other pitch branding, including the Club's logo, shall be permitted without the prior consent of the RFU; and
- (iii) there be displayed such perimeter advertising and advertising in other areas of a ground provided for advertising, in each case advertising the Championship in such form and position as the RFU may from time to time require and in accordance with the Sponsorship Agreement.

#### **5.4 Safety**

All Clubs must have a valid health and safety certificate in respect of their ground at the time Matches are played at their grounds.

#### **5.5 Tickets for Administrators and Supporters**

- (a) In respect of each of its home Matches a Club shall:
  - (i) provide at least six (6) best category tickets to the Visiting Club, free of charge for the use of the Visiting Club's directors and committee members; such tickets shall include the provision of hosted hospitality free of charge;
  - (ii) provide at least thirty (30) tickets (Main stand and under cover) to the Visiting Club, free of charge for the use of the Visiting Club's Players, Officials and/or other representatives, and the Visiting Club shall notify the Home Club as soon as reasonably practicable if the same are not required;
  - (iii) Make at least 10% of each category of tickets available for purchase by the Visiting Club, on sale at the venue of the Home Club, with the deadline for purchase being fourteen (14) days before the day of the game before being made available by the Home Club for general sale. Payments shall be made within fourteen (14) days after the day of the game;
  - (iv) provide to any Sponsor the number of tickets required by the Sponsorship Agreement.
- (b) No Home Club shall charge higher prices to supporters of the Visiting Club for admission comparable with that used by supporters of the Home Club (not being members of the Home Club) who arrive at its ground on the day of a Match seeking a ticket for admission.
- (c) Payment for tickets sold in respect of a Match by the Visiting Club and for any tickets supplied to the Visiting Club but not returned to the Home Club shall be made by the Visiting Club to the Home Club no later than fourteen (14) days before the Match.

#### **5.6 Closed Circuit Television**

With the prior written approval of RFU and the Broadcaster if required under any Broadcasting contract, a Club may arrange for a Match in which it is involved to be relayed by closed circuit television to other locations, provided that no such approval is required where it is relayed within the ground of the Home Club.

#### **5.7 Public Liability Insurance**



Each Club shall on request produce to the RFU evidence that it has public liability insurance cover for a minimum of £10 million for each Match covered by these Regulations and in accordance with any insurance requirement under the Sponsorship Agreement.

## **5.8 Floodlights**

Any Club with the facility of and which plays matches under floodlights at any time of the Season is required to provide lights of sufficient lux value so as to ensure the playing of the match is safe. Illumination levels must be checked by a suitably qualified electrical engineer and recorded against the levels of light required for the standard of play and shall be not less than 350 lux in respect of televised Match and not less than 200 lux for all other competitive matches and 100 lux for training. Clubs that use floodlights for a Match are required to have them turned on at the start of the Match.

## **6. PLAYING KIT**

### **6.1 Colours**

- (a) No later than **28 February** immediately prior to the commencement of the immediately following Season, each Club shall give to the Organising Committee details in writing of its first and second choice colours in relation to jerseys, shorts and socks and the first and second choice must be of distinctly different colours. For the avoidance of doubt it is considered highly desirable that the first choice kit (jerseys, shorts and socks) is predominantly one colour with the second kit a total contrast. The Organising Committee shall approve such colours subject to the proviso that all potential colour clashes can be managed within these Regulations and to the satisfaction of the Championship broadcasters. If the Organising Committee has not indicated its approval or otherwise no later than 31 March prior to the commencement of the season its approval shall be deemed to have been given. The colours so notified to and approved by the Organising Committee by each Club shall be worn during the next following Season by such Club and no changes in such colours shall be permitted during the course of such Season, except with the prior written approval of the Organising Committee.
- (b) The Organising Committee shall determine which choice of colours a Club wears in any Match, it is appropriate in its absolute discretion, but will endeavour to allow a Home Club to wear their first choice colours.
- (c) Each Club must have available for every Match two sets of kit in case a change of kit is required due to muddy conditions or colour clash.

### **6.2 Jersey to Bear Logo on Sleeves**

If directed by the RFU, Clubs must ensure that the only sponsorship branding or logo on the left shoulder and left sleeve of each player's jersey shall be a logo in a style and position designated by the RFU.

### **6.3 Jersey Advertising**

In Matches Players' jerseys may carry advertising subject to:

- (i) any requirement from time to time specified by the RFU and/or World Rugby;
- (ii) for televised matches, any terms and conditions for the time being laid down in any contracts in respect of broadcasting referred to in Regulation 12.1;
- (iii) any terms and conditions for the time being laid down in the Sponsorship Agreement and any contracts referred to in Regulation 12.2; and

- (iv) there being no branding/advertising of any sort on the left sleeve of the jersey other than the logo referred to in Regulation 6.2 above.

#### **6.4 Numbering of Jerseys**

In Matches in each season jerseys shall be numbered in accordance with World Rugby Regulations as if each Match were an international match. All Clubs must only use the letters and numbers in a form approved by the RFU.

### **7. MATCH OFFICIALS**

#### **7.1 Selection**

As soon as practicable and in any event five (5) days before a Match, the RFU shall notify the relevant Club(s) of the Match Officials for such Match.

#### **7.2 Home Club's Responsibilities**

- (a) In relation to all Matches in Championship, the Home Club shall be responsible for making available to the Match Officials separate suitable changing room facilities.
- (b) Each Home Club shall provide a nominated Fifth Official for each match who shall work under the direction of the Referee. The Fifth Official will:
- (i) Ensure that he is introduced to the other Match Officials;
  - (ii) Work alongside and under the authority of the other Match Officials and be responsible for the administration of ALL substitutions and replacements (blood or otherwise).
  - (iii) Under the direction of the Fourth Official:
    - Be responsible for logging all such movements, noting the names, reason and time of substitution on the Match Result Sheet. He is also responsible for ensuring the correct nomination of front row replacements, and informing the referee of their identities at least 45 minutes prior to kick-off.
    - Be responsible in conjunction with the Referee and an official of the visiting team for accurately completing the Match Result Sheet and obtaining the necessary signatures. Copies of the Match Result Sheets should be retained by the home Clubs until the end of the season to which they apply in case reference is needed in the future.
    - Be responsible for monitoring the time penalty for a player sent to the sin-bin. He will ensure that the suspended player remains in the designated area, separate from the replacements bench, until the full time penalty has elapsed. The Fourth Official will then notify the referee via an Assistant Referee that the player can rejoin the game.
  - (iv) At all times during the match be readily available at the pitch side. He must not sit in the stand nor leave the pitch-side during the match; and
  - (v) Not combine his/her role as Fifth Official any other formal role during the match e.g. also acting as a Team Manager.

- (c) In the event that one of the appointed officials have to be replaced for any reason, the Fourth Official will take over as an Assistant Referee. His duties will be determined by the match referee but will not normally extend beyond indicating when the ball or a player carrying the ball is in touch and indicating a successful or unsuccessful kick at goal.

### **7.3 Uniforms**

When on duty at a Match, the Match Officials shall be required to wear such match kit (including footwear) as may from time to time be determined by the RFU.

### **7.4 Payments to Match Officials**

No Club or Official or any other person acting on their or its behalf shall make or offer to make any payment whatsoever to a Match Official, whether in cash or in kind and whether by way of fee, allowance or reimbursement of expenses, except as may from time to time be approved or determined by the RFU.

### **7.5 Approaches to Match Officials**

No person shall approach the Match Officials at any time during the half-time interval to discuss any issue arising from the first half of the match nor shall enter the referee's changing room during the half time interval unless invited to do so by the referee

## **8. MEDICAL MATTERS**

### **8.1 Attendance of a Medical Practitioner for Players, the Referee and the Assistant Referees**

- (a) At all Championship Matches two appropriately qualified medical practitioners as defined in the applicable minimum standards criteria document (as provided to the Clubs) must be present pitch side to attend to Players, the Referee and the Assistant Referees during the Match, at half-time and immediately after the Match, and in order to implement the World Rugby Head Injury Assessment Protocol. The World Rugby Head Injury Assessment Protocol and the World Rugby Core Mandatory Concussion Player Welfare Standards must be complied with fully. Both Clubs are jointly responsible for ensuring compliance with this Regulation.

To be considered appropriately qualified as a medical practitioner he/she must be able to demonstrate that he/she: is fully registered with the General Medical Council (GMC); possesses the appropriate professional indemnity insurance; has met the criteria set by the RFU's Pitch side Immediate Care in Sport (ICIS) Steering group for the Season; and has completed World Rugby's education module on Concussion Management for Elite Level Match Day Medical Staff;

- (b) If the Clubs are unable to provide two appropriately qualified medical practitioners for a Match in accordance with Regulation 8.1(a) above, the Recognise and Remove Protocol (as provided to the Clubs) must operate for that Match. In the event of Clubs failing to comply with the provisions of Regulation 8.1(a) above, the matter will be referred to the Organising Committee to investigate further and to determine in their discretion any sanction for non-compliance, which may include sanctioning one or both Clubs as they consider appropriate.
- (c) It is the responsibility of the Home Club to ensure that all other medical facilities and equipment as are defined in the applicable minimum standards criteria document (as provided to the Clubs) are available for the use of such qualified medical practitioner.

- (d) It is the responsibility of each of the Clubs in a Match to ensure that an appropriately qualified physiotherapist or a BASRAT approved sports rehabilitator, is present throughout the Match to attend to their respective Players and also, if necessary, to the Referee and the Assistant Referees. To be considered suitably qualified a physiotherapist or qualified BASRAT approved sports rehabilitator, he/she must demonstrate that he/she: is registered with the Health Professions Council; possesses the appropriate professional indemnity insurance; has met the criteria set by the RFU's Pitch side Immediate Care in Sport (ICIS) Steering group for the Season; and has completed World Rugby's education module on Concussion Management for Elite Level Match Day Medical Staff.

## **8.2 Head Injuries**

- (a) Any Player who has suffered concussion or is suspected of having concussion in any match or training session must be managed according to World Rugby Medical Regulation 10 and the RFU's Championship Concussion Management Programme as defined in the Pitch Side Immediate Care in Sport Course, including post-concussion and baseline Scat 3 testing (or such other recognised psychometric test that the RFU's Concussion Management Programme shall from time to time specify).
- (b) The Professional Game **Head Injury Assessment Review** shall apply to Clubs and shall be provided to the Clubs in advance of the Season.

## **8.3 Medical Minimum Standards Criteria**

All clubs must comply with such minimum medical standards issued by the RFU and the RFU shall be entitled to impose sanctions in respect of any non-compliance.

# **9. MATCH EXPENSES AND RECEIPTS**

## **9.1 Gate Receipts**

- (a) Gross Gate Receipts at Matches shall belong to the Home Club.
- (b) The Home Club shall bear all match expenses.
- (c) Subject to paragraph (d) of this Regulation, the Visiting Club shall be responsible for its own travelling and accommodation expenses.
- (d) When a Match is postponed or abandoned in circumstances where it is required to be replayed, the RFU shall determine whether the Visiting Club shall be entitled to receive from the Home Club out of the gate receipts, reasonable travelling and accommodation expenses caused solely by the postponement or abandonment, and if so, the amount of such expenses.

# **10. OTHER COMPETITIONS**

Each Club shall participate in the Championship and the British & Irish Cup and shall not participate in any other competition or tournament unless approval is given by the RFU.

# **11. FINANCE & AUDITORS REPORT**

## **11.1 Accounting records**

- (a) Each Club shall keep accounting records which:

- (i) are sufficient to show and explain the Club's transactions;
  - (ii) are such as to disclose with reasonable accuracy, at any time, the financial position of the Club at that time;
  - (iii) comply with any legal requirements applicable to the Club;
  - (iv) comply with such provisions as may from time to time be reasonably specified by the RFU; and
  - (v) comply with such requirements are contained in the Rules of the RFU or regulations made thereunder.
- (b) The RFU is entitled to require such Club to provide to the RFU and/or its appointed representatives or advisers such accounting records referred to in Regulation 11.1(a) above as RFU deems necessary.
  - (c) Such accounting records shall be kept confidential by the RFU and its appointed representatives and advisers save as required by law or to the extent that the same are in the public domain otherwise than by reason of a breach of the provisions of this paragraph.
  - (d) In respect of the Championship matches, the RFU is entitled to appoint a representative or representatives to attend the premises of each Club involved in such matches and any such match itself free of charge and each Club involved with such match shall permit such representative(s) to have access to all financial and other accounting records and location(s) where revenue is generated by the Clubs for such matches in order for such representative(s) to confirm the details of all transactions made in respect of such matches.
  - (e) Clubs are reminded that there are detailed provisions relating to financial reporting which are set out in RFU Regulation 5 and these must be complied with by the Clubs.

## **11.2 Defaulting Clubs**

- (a) If any Club (a "defaulting Club") defaults in making any payment due to the RFU or to another Club under these Regulations, the RFU shall be entitled to apply any sums which, under these Regulations (including, but without limitation, Regulation 11.3), would otherwise be payable to the defaulting Club in discharge of the payment so due in such manner as the RFU may determine.
- (b) Without prejudice to paragraph (a) of this Regulation, if any payment due from a Club to the RFU or to another Club under these Regulations is not paid on the due date for payment thereof, such payment shall bear interest (both before and after judgment) from the due date for payment thereof to the date of actual payment thereof at the rate of three per cent per annum above the base lending rate for the time being of Barclays Bank plc, such interest to accrue on a day to day basis, to be compounded on 31st March, 30th June, 30th September and 31st December in each year and to be paid on demand therefor.

## **12. BROADCASTING AND SPONSORSHIP**

### **12.1 Broadcasting Contracts**

As between the RFU and each Club:

- (a) The RFU shall have the exclusive rights to enter into, or authorise the entry into of, contracts for the grant of Broadcasting Rights in respect of the Matches and to determine which Matches should be broadcast.
- (b) Clubs undertake to provide such rights, facilities and other services and to do such acts and things as may be necessary to enable the RFU to fulfil or enable fulfilment of any contract referred to in paragraph (a) of this Regulation, including (but without limitation):
  - (i) providing access to enable television companies to film Matches at the grounds of relevant Clubs; and
  - (ii) permitting television companies to the editorial access as agreed by the RFU to include half time access to the changing room, half time interviews and pre-match, in-match and post-match interviews with coaching staff.
- (c) Subject to paragraph (a) above, no Matches shall be broadcast in any form or recorded without the prior written approval of the RFU, save in the case of closed circuit television within the ground of the Home Club where a Match is being played. For all Matches the broadcast over the radio of such Match by a local radio station of the Home Club is permitted.
- (d) For the avoidance of doubt and except as otherwise agreed in writing by the RFU, Clubs shall have no rights or interests of whatsoever nature in any Broadcasting Rights in respect of the Matches or any material produced in connection therewith or as a consequence thereof.

## **12.2 Sponsorship and commercial exploitation**

- (a) The RFU shall have the exclusive right to enter into, or authorise the entry into of, Sponsorship Agreements.
- (b) Any contract referred to in paragraph (a) of this Regulation shall be binding upon each Club or the extent applicable to such Club and, subject to paragraph (c) of this Regulation, whilst such Club remains a participant in the Championship. Subject as aforesaid, each Club shall comply with the requirements of such contract of which it has notice.
- (c) By its participation in the Championship, each Club confirms the right of the RFU in connection with sponsorship and other commercial exploitation of the Competition and the Matches to use any logos or other intellectual property rights of such Club having previously advised the Club of its intention so to do and the terms upon which such use will be undertaken the Club having the right to refuse such use and accordingly agreeing to waive any entitlement to the benefits that would have been derived from such use.
- (d) For the avoidance of doubt:
  - (i) No Club shall have any rights or interests of whatsoever nature in or in respect of the sponsorship or other commercial exploitation of the Matches, and/or the Championship or any material produced in connection therewith or as a consequence thereof; and
  - (ii) Each Club shall have the right to enter into contracts in respect of the sponsorship and other commercial exploitation of Matches at its own ground provided such contracts are not in conflict with any Sponsorship Agreement any Broadcasting Agreement or any other contract relating to the Championship and/or the Clubs entered into by the RFU of which the Club has written notice and to which no written objection has been given.

- (e) The copyright in the fixtures lists and draws together with the database and other rights of and in Competitions shall vest in the RFU and must not be reproduced either in whole or in part except with the written consent of the RFU.

### **12.3 Match programmes**

Each Club agrees that there shall be a section at the bottom of the front cover of each Match programme (size to be determined by the RFU) to carry the names/logos of the Championship commercial partners in a uniform manner (as determined by the RFU). Each Club shall submit a copy of the Match programme to the RFU if required by the RFU.

### **12.4 Commercial Inventory**

Without prejudice to Regulations 2.4, 12.1 and 12.2, the Club shall make the commercial inventory (including provisions for hospitality and tickets) set out in **Schedule 2** of these regulations available to enable the RFU to comply with any Sponsorship Agreement and any Broadcasting Agreement.

## **13. PLAYERS CONTRACTS OF SERVICE, DISCIPLINE, INSURANCE**

### **13.1 Players' Contracts**

- (a) Each Club shall only use the standard form player contract as notified to them and approved by the RFU from time to time for all new contacts with players and any renewals of existing contracts with players.
- (b) Each Club shall submit to the RFU full copies of all contracts entered into with each player prior to the start of the Season and upon application of Registration for each player thereafter. For avoidance of doubt this refers to any agreement, arrangement or understanding (whether formal or informal and technically whether legally enforceable or not made between a Club, Union, Division or province (or other union or association of clubs) or any other person, firm or company and a Player for the provision of a Material Benefit to the Player (or any other person firm company or organization) wholly or partially in consideration for the Player's participation in the Game or which entitles the party with whom the Player (or other person firm company or organisation) has entered any such agreement, arrangement or understanding to require the Player to participate in the Game or the effect of which is the Player participates in the Game.

*Note: For the avoidance of any doubt agreements with Academy Players, Apprenticeship Agreements, Bursaries and all other agreements or arrangements wholly or partially in relation to education or training of the Player will fall within the definition of Contract set out above.*

- (c) Any dispute or difference in relationship to Player's contracts not otherwise expressly provided for in these Regulations between Clubs shall be referred in writing to the RFU for consideration and adjudication. The Club may request a personal hearing in which case, if it so desires it may be represented by a third party.
- (d) In the event that a Club is dissatisfied with any adjudication of the RFU pursuant to Regulation 13.1 (c) it may appeal pursuant to Regulation 15.2.

### **13.2 Medical Matters**

- (a) It shall be the responsibility of each Club to effect insurance, for the benefit of itself and its Players, against loss or damage arising from death or personal injury to its Players occurring at any time in relation to the Matches (whether playing in or training for a Match,

travelling to or from a Match or otherwise) and/or the RFU shall have no liability in respect of any such loss or damage, whether in contract, tort or otherwise.

- (c) Each Club shall keep detailed up-to-date medical records in respect of each of its Players. The standards of record keeping for medical personnel are defined by the appropriate professional body. In the event that a Player shall become registered for another club, such Club shall with the Player's consent make such medical records available to such other club.
- (d) Clubs and Players shall abide by the regulations in relation to anti-doping as may be specified by the RFU and World Rugby and are available on the RFU's and World Rugby's websites (www.rfu.com and www.worldrugby.org).

### **13.3 Discipline**

All allegations of foul play on the pitch, and all allegations of misconduct either on or off the pitch which may constitute a breach of RFU Rule 5.12 shall be investigated in accordance with the RFU Regulation 19, and the RFU shall have exclusive jurisdiction to take disciplinary action and apply sanctions to Clubs, Officials, Players and any other Members.

### **13.4 Release of Players**

Any release of the Players required for international duty shall, in addition to World Rugby Regulation 9, be on the same terms relating to periods of release and compensation for the relevant EPS Players as are agreed for the Premiership Clubs. The RFU will provide a copy of the relevant provisions to each Club whose players are selected to the Elite Player Squads or England Sevens Squad.

### **13.5 Academy Compensation Regulations**

All Clubs who have an England Rugby Academy must (and ensure those acting on their behalf) comply with the academy player compensation regulations set out in **Schedule 3**.

## **14. PENALTIES**

Subject to any right of appeal, the RFU and the Organising Committee (as the case may be) shall be entitled to impose such penalties as it considers appropriate in respect of any breach of any of these Regulations and, Clubs and their Players shall be bound by such penalty or penalties.

## **15. INQUIRIES, ADDITIONAL POWERS OF THE RFU AND APPEALS**

### **15.1 Power of Inquiry**

The RFU and the Organising Committee (as the case may be) may appoint a panel, without prejudice to the RFU's right to discipline Clubs and Players in accordance with its rules and regulations, to inquire into and decide all matters constituting or pertaining to any suspected or alleged breach of these Regulations by Clubs, Officials and Players. For these purposes, the RFU and the Organising Committee (as the case may be) may require the attendance of Officials, Players and other persons and the production of all books, letters and other documents or records.

### **15.2 Appeals**

- (a) Any Club which is ordered to pay a fixed penalty in accordance with Regulation 14 above or is subject to any other penalty imposed by or on behalf of the RFU or the Organising Committee as set out in these Regulations or otherwise or which is ordered to pay



compensation or costs or which suffers loss by reason of the cancellation or refusal of the registration of a player shall have a right of appeal under this Regulation.

- (b) Any Official or Player upon whom a penalty is imposed by or on behalf of the RFU or the Organising Committee or who is ordered to pay compensation or costs or any player whose registration is cancelled or refused shall have a right of appeal under this Regulation.
- (c) In every case, the appeal shall be to the Appeals Panel constituted in accordance with the RFU Regulation 19, and the decision of the Appeals Panel shall be final and binding on the RFU, all Clubs, Players and Officials and all other relevant parties.
- (d) The parties to an appeal shall be:
  - (i) the appellant Club, Official or player;
  - (ii) in the case of an appeal against the imposition of a fixed penalty or where a decision of the RFU or the Organising Committee (as the case may be) (or one made on behalf of the RFU or the Organising Committee) is under appeal, the RFU; and
  - (iii) in any case resulting from a complaint by a Club, Official or player, the complainant, and the RFU whose decision is appealed against shall also be entitled to be heard on the appeal. For the avoidance of doubt where an appeal relates to a Match there shall not be any right of appeal against a decision of the RFU (or one made on behalf of the RFU) by any Club not playing in the Match in question unless it has a prima facie case that it has suffered material loss arising directly from the said decision.

The panel referred to at Regulation 15.1 above may act on behalf of the RFU in respect of any such appeal.

- (e) An appeal shall be commenced by the appellant lodging with the RFU Head of Discipline, or such other person specified by the Tournament Director a notice of appeal within fourteen days of the decision appealed against or the imposition of a fixed penalty (as the case may be), time being of the essence. The notice of appeal shall:
  - (i) set out details of the decision appealed against and, if the whole of the decision is not appealed against, identify that part of it which is appealed against;
  - (ii) set out in full the grounds of appeal and an appellant shall not be entitled to rely on any ground of appeal not set out in the notice of appeal; and
  - (iii) be accompanied by a deposit of £250
- (f) The procedure for appeals will be in accordance with the RFU Regulation 19.
- (g) An Appeals Panel may hold a preliminary hearing:
  - (i) to determine any application for leave to adduce fresh evidence; and
  - (ii) to give directions which it considers necessary for the conduct of the appeal.
- (h) An Appeals Panel whose decision is final and binding on all parties to the appeal shall have power to:

- (i) allow or dismiss the appeal;
- (ii) vary the decision or fixed penalty appealed against in such manner as it shall think fit including (except in the case of a fixed penalty) the power to increase, decrease or remit any penalty imposed;
- (iii) remit the matter, with such directions as it thinks fit, for re-hearing by or on behalf of the RFU (as the case may be);
- (iv) order that the deposit referred to in paragraph (e) of this Regulation be forfeited;
- (v) make an order for the costs of the appeal; and/or
- (vi) make such other order as it thinks fit.

### **15.3 Admissibility of evidence**

In dealing with any matter under this Regulation, the panel and the Appeals Panel shall not be bound by an enactment or rule of law relating to the admissibility of evidence in proceedings before a court of law.

### **15.4 Legal representation**

A Club, Official or player appearing before the panel and/or an Appeals Panel may be represented by a solicitor or counsel.

### **15.5 Publication and privilege**

The RFU shall be entitled to publish as it thinks fit, reports of its proceedings, acts, resolutions, findings and penalties, whether the same shall or shall not reflect on the character or conduct of any Club, Official or player, and all evidence tendered at inquiries, hearings before the RFU and appeals and all reports thereof shall be privileged and each Club, Official and player shall be deemed to have assented to such inquiry, hearing before the panel or appeal and to the publication or reports thereof and to have accepted the same as privileged in law.

## **16. SHAREHOLDINGS AND INTERESTS**

### **16.1 Common Control**

- (a) Except with the prior written consent of RFU, and subject to any conditions which may be imposed by RFU, no Club shall hold either directly or indirectly any Material Interest in any other Club or in any other rugby union club (not being a Club) which is for the time being a member of the highest leagues in the English Clubs Championship (currently the Premiership, the Championship, National League One and National League Two South & North).
- (b) Except with the prior written consent of the RFU and subject to any conditions which may be imposed by the RFU, no company, person or body together with Associates thereof who has a Material Interest in a Club shall hold any Material Interest in any other Club or in any other rugby union club (not being a Club) which is for the time being a member of the highest leagues in the English Clubs Championship (currently The Championship, National League One and National League Two South & North).
- (c) The RFU shall not give consent where to do so would breach any World Rugby regulation.

## **16.2 Transfer of Rights**

- (a) Approval from the RFU shall be required for any transfer of ownership of or beneficial interest in any shareholding in a Club which represents more than 20% of the voting rights or 20% of the share capital (voting or otherwise).
- (b) Approval from the RFU shall be required for any transfer of ownership of or beneficial interest in any shareholding or other interest in a Club which results in a company, person or body, together with Associates thereof, gaining or relinquishing Control of the Club.
- (c) Applications in writing should be made to the RFU for approvals under Regulation 16.2(a) and (b) and should give full disclosure (excluding confidential financial information) of the transactions involved. Subject to full disclosure having been made, the RFU shall give approval or otherwise within 14 days of the application.

## **16.3 Offshore Holdings**

- (a) Approval from the RFU shall be required for the holding of any shares or beneficial interest in such shares in any Club by offshore entities. Such approval shall require full disclosure having been made of the ultimate ownership.
- (b) Full disclosure should be made to the RFU of any subsequent changes in ultimate ownership of such shares.

## **16.4 Breach of Regulations 16.1 to 16.3**

- (a) The RFU may at any time by notice in writing require any Club or person whom it knows or has reasonable cause to believe is, or has at any time in the period of three years immediately preceding the date of such notice, been in breach of any of Regulations 16.1 to 16.3:
  - (i) to confirm that fact or (as the case may be) to indicate whether or not it is the case; and
  - (ii) where such Club or person is or has been in breach as aforesaid, to give further information to the RFU as the RFU may require.
- (b) The RFU shall be empowered, upon becoming aware of any breach of any of Regulations 16.1 to 16.3, to require the Club or person in question to take such action as is necessary to rectify such breach forthwith or within such period as the RFU shall determine.
- (c) Without prejudice to any other sanction that may be imposed by the RFU in respect of a breach of any of Regulations 16.1 to 16.3, a Club in breach of any of Regulations 16.1 to 16.3 may be expelled or suspended from the Championship in accordance with the provisions of Regulation 2.5(c).

## **17. MISCELLANEOUS**

### **17.1 Employees' contracts**

No Club shall directly or indirectly, approach any Player or other person who is under contract (and that contract is registered with the RFU) with another Club to induce or attempt to induce such Player to leave that Club unless such approach is made with the other Club's written consent or in the final six months of the term of that Player's contract. Any Club or Constituent Body wishing to

make such an approach may contact the RFU for details of whether a contract is registered and if so when a particular Player's contract is due to expire.

### **17.2 Good Faith and Confidentiality**

- (a) In all matters and transaction relating to the Championship, and the Matches, each Club shall behave towards each other Club, and the RFU with the utmost good faith.
- (b) No Club, either by itself, its servants or agents, shall by any means whatsoever unfairly criticise, disparage, belittle or discredit any other Club, the Championship, the Matches, or the RFU or any of their respective Directors, officers, employees or agents.
- (c) A Club shall not, either during its participation in the Championship at any time thereafter, disclose or divulge, either directly or indirectly, to any person whatsoever or otherwise make use of any confidential information as to the business or finances of the Championship or the RFU or any of its dealings, transactions or affairs or as to any other matters which may come to its knowledge by reason of its participation in the Championship, without the RFU's prior written consent, save to statutory and regulatory authorities and to such employees of a Club to whom such disclosure is strictly necessary for the purpose of their duties and only then to the extent so necessary.
- (d) Each Club shall procure that each of its directors, officers, employees and agents are made aware of the provisions of paragraph (c) of this Regulations and shall enter into a binding obligation to comply with the same, both during the period of their appointment or employment by the Club and at all times thereafter.
- (e) The provisions of paragraph (c) of this Regulation shall not apply to any information in the public domain otherwise than as a consequence of a breach by the relevant Club of the provisions of paragraphs (c) or (d) of this Regulation.

### **17.3 Governing Law and Jurisdiction**

- (a) These Regulations and any disputes or differences arising in relation to them shall be governed in all respects by English law.
- (b) The RFU, Clubs, Officials and Players all hereby submit to the non-exclusive jurisdiction of the English courts.

### **17.4 Notices**

- (a) Any notice required to be given or served under or in connection with these Regulations
  - (i) shall be in writing;
  - (ii) may be given to the RFU at its registered office for the time being or at such other address as it may notify in writing to the Clubs for such purpose; and
  - (iii) may be given to a Club, its Officials and Players at that Club's ground or at such other address as that Club may notify in writing to the RFU for such purpose.
- (b) Any notice given or served in accordance with paragraph (a) of this Regulation will be effectively given or served (but without prejudice to any other method of giving or service).
  - (i) on the day of delivery, where any notice is delivered by hand prior to 5.00 pm London time on a business day.

- (ii) on the next following business day, where any notice is delivered by hand after 5.00 pm London time on a business day or at any time on a day which is not a business day; and
  - (iii) on the second business day following the day of posting, where any notice is sent by pre-paid recorded delivery or registered post.
- (c) For the purposes of paragraph (b) of this Regulation, a “business day” shall mean a day (other than a Saturday or a Sunday) on which banks are open for business in the City of London.

### **17.5 Disclosure of Certain Agreements**

- (a) The RFU aims to ensure there is no distortion of fairness and aims to promote an equal opportunity for success and a level playing field between Clubs in the Championship. To this end, every Club shall fully disclose to the RFU in the manner determined by the RFU with a copy of any documentation relating thereto, within 7 days of receipt of a written request from the RFU to do so, any written or verbal agreement, or document evidencing an agreement or arrangement, or understanding or board minute that relates to or which might affect:
- (i) promotion and relegation from the Championship or the likely outcome of any other competition; and/or
  - (ii) release of players for international matches or scratch or composite sides; and/or
  - (iii) rest periods or welfare of players; and/or
  - (iv) distribution or funding or funding arrangements between Clubs in the Championship; and

if in the reasonable opinion of the RFU (or that of persons nominated by it as the case may be to approve such disclosure), the effect of such agreement, arrangement, understanding or document or committee minute is to create unfairness in the Championship or adversely to prejudice or affect some Clubs in the Championship or other competition more harshly than others, the Club or Clubs will take such action as required by the RFU that will eliminate, reduce and avoid the repetition of such unfairness.

- (b) Each Club shall advise the RFU in writing not less than fourteen (14) days prior to the proposed implementation or execution date whichever is the earlier, if it wishes to enter into any agreement or arrangement or understanding of the type referred to in Regulation 17.5 (a) above, and no such agreement or arrangement or understanding may be entered into without the prior written consent of the RFU (such consent not to be unreasonably withheld or delayed).

## **SCHEDULE 1**

### **Technical Area**

#### **1. Dimensions of the Technical Area**

- a. For all Matches two technical areas shall be provided within the playing enclosure on the same side of the pitch, each one on either side of the half-way line and outside the field-of-play.
- b. These technical areas must be marked on the ground.
- c. The line nearest the touch line must be parallel to the touch line and be at least one metre from the field of play.
- d. The technical area must not exceed ten metres in length.
- e. Wherever practically possible the areas should be behind advertising hoardings with easy access to the field of play.

#### **2. Personnel permitted in the Technical Area**

- a. No more than two medically trained people (certified doctors or physiotherapists only) and two water carriers (who may not be coaching personnel) per team are permitted to operate from the technical areas. One of these medically trained people is free to “track” play on the side of the playing area containing the technical areas in order to provide immediate medical assistance when required.
- b. One Team Manager (who may be coaching personnel) is permitted within the Technical Area and will identify himself as the Team Manager to the officials.
- c. No other person (including other team officials) is permitted in the technical area.
- d. One other medically trained person (in addition to those identified in a. above) may be positioned on the far side of the playing area on the touch line opposite the technical area and is free to “track” play in order to provide immediate medical assistance when required.
- e. Where practically possible any medical person operating on the far side of the playing area from the technical area or on the technical area side of the playing area must stay outside the advertising hoardings. The medical personnel may keep up with play, but must pay due regard to the needs and rights of players, match officials, spectators, broadcasters and commercial partners.
- f. All medical personnel may enter the field of play in accordance with Law at any time a player is injured. They must not obstruct, interfere or aim comments at match officials.

#### **3. Roles of personnel in the Technical Area**

- a. Water may only be taken on the field during stoppages in play for injuries in the playing area and when a try has been scored.
- b. The two water carriers are not permitted in the playing area during penalty kicks at goal.

- c. The water carriers must remain in the technical area at all times unless they enter the playing area to provide water or when one enters to provide a kicking tee to a kicker at a penalty kick.
- d. Players may come to the touch line adjacent to the technical area to receive water.

#### **4. Management of the Technical Area**

- a. All personnel permitted in the technical area must have some distinguishing mark e.g. arm bands/vests.
- b. The Fourth and Fifth officials will manage the technical areas. If there is a transgression of the protocol, the matter will be reported to the match referee.
- c. The match referee may caution any offender or at his discretion expel the person(s) from the playing enclosure for any breach of the protocol.

#### **5. Personnel outside of the Technical Area**

- a. The replacement bench and the location of any Clubs coaching teams should, wherever possible, be in a designated area within the stand and in close proximity to the halfway line and the technical area. In circumstances where this is not possible, each Club shall ensure that the replacements will remain seated within the technical area at all times, except when warming up.
- b. If replacements require warming up and there is not an area outside the playing enclosure, they may warm up in the opposition in-goal area.

## SCHEDULE 2

### COMMERCIAL INVENTORY

<b>COMPETITION SPONSORSHIP</b>	
<b>Designation</b>	Title Naming Rights to the Championship and Official beer status
<b>Category</b>	Ale and bitter
<b>Exclusivity Parameters</b>	Category exclusivity outside of main shirt sponsorship deals
<b>Term</b>	3 Years (2017-18 / – 2019-20)
<b>Fee</b>	
<b>RIGHTS</b>	
<b>Composite Logo</b>	Creation of Championship logo incorporating title sponsor
<b>Shirt Branding</b>	Composite logo patch to be incorporated onto the left sleeve of all clubs playing shirts. The patch will be 150mm x 88mm and placed between the tricep and bicep Championship sponsor branded referee kits
<b>Ball Branding</b>	Composite logo to feature on all match and training balls
<b>Pitch Branding</b>	The right to brand the centre pitch and in-goal areas at every live televised championship match
<b>Stadium Branding</b>	Three TV Arc primary perimeter boards on the halfway line for all championship matches Two TV Arc primary perimeter boards behind the posts at each end of the ground for all championship matches Sponsor branded post protectors  The right to run a sponsor competition at each championship match Composite logo to feature to at least 25% on club interview backdrops
<b>Stadium Pourage</b>	Greene King IPA shall be served out of at least 10% of all taps distribut ale and bitter at each Match during the Season , with at least one tap positioned prominently on each bar.
<b>Tickets</b>	10 FOC pairs of tickets for each regular season championship match Composite logo to feature on clubs season and match ticket stock and car park passes The right to use any tickets as part of a consumer/trade promotion or PR/social media activity
<b>Hospitality</b>	The right to be provided with ten ticketed hospitality places free of charge at six Championship Matches (food and beverage at cost price)
<b>Player / DOR Appearances</b>	DOR & Club Captain to attend annual season launch press conference & event 3 players together from each club for one appearance per season. DOR coaching appearance on one occasion per season from each club
<b>Programme</b>	Full Page Colour advert in each matchday programme - Inside front cover Championship composite logo to feature on the front cover of each programme Right to place an insert in each club's matchday programme on one occasion
<b>Website</b>	Naming rights to championship website and associated branding and advertising (including skyscraper, banners & MPU's)



	<p>Sponsors of monthly podcast on championship website</p> <p>Championship composite logo to be displayed prominently on each club's homepage with hyperlink (including in any dedicated Championship page)</p>	
<b>Communication</b>	<p>Access to clubs databases on two occasions per season for sponsor mailings</p> <p>Access to clubs e-zine / newsletters on three occasions per season for sponsors stories / offers</p>	
<b>Footage</b>	<p>Right to use footage of Championship matches</p> <p>Right to have access to the photographic archive of the Championship</p>	
<b>Awards</b>	<p>Sponsors of the Player of the Month and Manager of the Month Awards</p> <p>Access to the Championship trophy for promotional purposes.</p> <p>Greene King IPA branded ribbons to be attached to the Championship trophy.</p> <p>A branded podium and backdrop on the pitch for the trophy presentation at the final game of the season (with all associated costs to be met by the Partner).</p>	
<b>Training Days</b>	<p>4 x Places at each club for a training ground day</p>	
<b>Marketing Activation</b>	<p>(a) Pub quiz events for each Championship Club involving playing staff and Directors of Rugby</p> <p>(b) Ultimate Championship Fan – Competition for fans to nominate themselves as the ultimate fan to get a behind the scenes experience at their Championship Club and also a VIP match day experience.</p> <p>(c) Player of the Month – Competition for a fan to present the award each month</p> <p>(d) Half time Entertainment</p> <p>(e) Ticket Giveaways – Promotions for all Championship Matches</p> <p>(f) Events in Pubs – Screenings if you can't get to a Championship Match</p> <p>(g) Pub Trophy Tour – Utilising a player Appearance</p>	

### SCHEDULE 3

## ACADEMY COMPENSATION REGULATIONS

### Academy Player Approaches and Compensation

This Schedule 3 shall only apply as between those Clubs who have an England Rugby Academy.

For purposes of this Schedule 3, any terms not defined herein shall have the meaning set out in the Professional Game Agreement being the agreement made between the RFU, PRL and the relevant clubs for the period from 1 July 2016 to 30 June 2024 (and with any amendments agreed from time to time).

#### **Approaches and Offers**

1. A Club may only recruit a player who is under the age of 18 years old from the area designated to them under the academy licence agreement and cannot approach or accept approaches (directly or indirectly) unless otherwise approved in advance by the RFU Head of Regional Academies and PRL Head of Academies & Development.
2. A Club may negotiate a contract with an Academy Player under the age of 20 years old on the previous 31 August within its employment at any point during the Season, however, negotiations must have begun and an offer of written contract made by March 31 of that Season.
3. A Club must notify the RFU and PRL by March 31 in each year of their list of all Player Development Group Players and England Academy Players they will retain.
4. Negotiations shall only take place between 1 April and 31 July in any year between a Club and an Academy Player who is based outside of that Club's designated region (as set out in its Academy Licence) and provided the Academy Player is:
  - i. Under the age of 20 years old on the previous 31 August; and
  - ii. In the Under 18s age grade and above;unless otherwise authorised in writing by the Academy Player's existing Club.
5. Prior to the Club or any of its representatives or officials making contact, verbally or in writing, with a Player, parent, agent or such other person representing or purporting to represent a Player or within 7 days of a Club or any of its representatives being contacted, verbally or in writing, by a Player, parent, agent or such other person representing or purporting to represent a Player; the Club must register its interest or details of such contact with the RFU Head of Regional Academies and the PRL Head of Academies & Development after 31 March of that Season.
6. Upon the signing of a contract the new Club shall notify in writing the releasing Club, the RFU and PRL of the contract within 48 hours.

#### **Qualification for Compensation**

7. Clubs will be entitled to seek compensation when:-
  - (a) a Club ("the Claimant Club") has made a contract offer to an England Academy Player by March 31 equal to or greater in value than his previous Season's contract with that Club. For the purpose of this Regulation, the following items

shall be included/excluded when calculating the value of both the contract on offer and any current contract between the Club and the England Academy Player:

- i. Included: Basic Gross Wage, Non-Statutory Pension contributions, accommodation (at HMRC rate), education fees.
  - ii. Excluded: Bonuses, NIC, meals, income from Loan Club and any pension contribution made by a club as a result of its obligations under statutory automatic enrolment into a work place pension, up to an amount equal to the minimum employer contribution (as defined by the relevant statutory regulations); and
- (b) the England Academy Player Form has been completed and signed by that England Academy Player and all relevant parties and is held centrally by the Academy; and
  - (c) that England Academy Player moves to or trains with or has any arrangement to move to another Club by 31 December of that year; and
  - (d) that England Academy Player has appeared on a registered list for the Claimant Club for not less than one Season prior to his move to or training with or arrangement to move to that other Club; and
  - (e) subject to paragraph (f) below, that England Academy Player was under the age of 20 years old on the previous 31 August.
  - (f) where an England Academy Player is a full time student attending and undertaking a full time degree course, the age limit specified in 7(e) above shall be extended to under the age of 23 years old on the previous 31 August. For the purposes of this Regulation, full time student shall be a person who is registered and attends in person an educational institution to undertake a degree course on a full time basis (i.e. during official term time and attending the scheduled seminars, lectures and other associated learning sessions). Distance learning, part-time courses and non-degree level courses are specifically excluded from these compensation Regulations.

### **Calculating Compensation**

8. Subject to clause 7 above and unless agreed otherwise by the Clubs involved, compensation for the development of the Academy Player shall be calculated as set out in paragraphs 9 and 10 below.
9. The total compensation payable shall be the figures indicated below multiplied by the number of years which the Academy Player has been officially registered on the central database of that Club held by the RFU and PRL as an PDG Player and/or England Academy Player (subject to any reduction in accordance with paragraph 10 below):
  - (a) £10,000 for each year as an England Academy Player; plus
  - (b) £5000 for each year as an Academy Player Development Group member
10. The total compensation available to the Claimant Club shall be reduced by the following percentages where the value of the contract offer (as calculated pursuant to paragraph 10 above) is below the relevant threshold:

Contract Offer Value Threshold	Percentage of Compensation Due
£8,000 & over	100% of compensation calculated in accordance with paragraph 9 or 11
£7,000 - £7,999	80% of compensation calculated in accordance with paragraph 9
£6,000 - £6,999	70% of compensation calculated in accordance with paragraph 9 or 11
£5,000 - £5,999	60% of compensation calculated in accordance with paragraph 9 or 11
£3,500 - £4,999	40% of compensation calculated in accordance with paragraph 9 or 11
£0 - £3,499	20% of compensation calculated in accordance with paragraph 9 or 11

### **Post 18 year old compensation**

11. Where an Academy Player:

- (a) joined the Claimant Club at the age of 18 years old or older; and
- (b) subsequently leaves the Claimant Club; and
- (c) is not subject to any previous compensation claim under this Regulation;

the Claimant Club shall be entitled to compensation from the new Club and the total compensation payable shall be the figures indicated below (subject to any reduction in accordance with paragraph 10 above):

- (i) £20,000 after one Season; and
- (ii) an additional £10,000 for every subsequent Seasons (which may extent to Under 23 if a full time student pursuant to clause 7(f)).

### **Failure to Register an interest**

12. Any Club that fails to register an interest in an England Academy Player before making an approach in accordance with these Regulations, the new Club will be liable to pay up to twice the level of compensation provided for under these Regulations

### **Independent Expert Determination**

13. In the event of any uncertainty and a party wishes to obtain clarification on eligibility for compensation, levels of compensation or liability for compensation under these Regulations, a Player or Club (or Agent acting on behalf of either) may request that the matter is considered by an independent expert for determination. Any such request must be submitted in writing to the RFU Head of Discipline.

### **Applications for Compensation**

14. The following shall apply in all application for compensation:

- (a) All applications for compensation must be made within six months of the date of signing of the new contract by the England Academy Player.
- (b) All applications for compensation must be made in writing by the Claimant Club and addressed to the Chief Executive Officer of the new Club and must include the information contained in Regulation 14(c) below.
- (c) Application information must include (but is not limited to): i) the England Academy Player's date of birth; ii) a copy of the player's signed and dated England Academy Player Form; iii) youth and/or senior registration details including the exact number of games played for the club and/or loan club if the player has been dual registered; iv) details of the coaching input provided together with a copy of the player's Individual Development Plan including updates from the previous 12 months; and v) appropriate evidence of the Academy Player's inclusion in the PDG and/or Academy programme (i.e. PDG and/or EAP lists).
- (d) Compensation shall be payable within 28 days of the written application by the Claimant Club.
- (e) If the new Club disputes the payment of compensation it must lodge an appeal against the payment of compensation with the RFU Head of Discipline within 14 days of receipt of the application for compensation referred to in paragraph 14(b) above.
- (f) Any appeal shall be conducted in accordance with the procedures set out in RFU Regulation 19.

### **Elite Player Squad Compensation**

15. Where an England Academy Player:

- (a) is under the age of 24 on the 1<sup>st</sup> September of the relevant season; and
- (b) has appeared on a registered list for the Claimant Club for not less than one Season prior to his move to or training with or arrangement to move to another Club; and
- (c) has moved to a new Club and is then selected for the first time as a Senior Elite Player Squad (excluding any temporary selection);

the original Club with whom the player was registered as an Academy Player ('Academy Club') shall be entitled to a one-off payment in recognition of that player's selection into the Senior Elite Player Squad as set out in paragraph 16.

16. The payment referred to in paragraph 15 above shall be calculated at the end of the relevant season and on the basis set out below:

- (a) Senior EPS Squad selection within 1 season of leaving Academy Club = 50% of total annual EPS payment (less any compensation already paid); or
- (b) Senior EPS Squad selection within 2 seasons of leaving Academy Club = 25% of total annual EPS payment (less any compensation already paid); or

- (c) Senior EPS Squad selection within 3 seasons of leaving Academy Club = 10% of total annual EPS payment (less any compensation already paid).
17. Clubs eligible for any payment referred to in clauses 15 and 16 above must submit a request to the current club of the player and such payment must be paid by the 31 August after the season in which the player was first selected for the EPS Squad.