

**RUGBY FOOTBALL UNION DISCIPLINARY HEARING  
AGAINST ROHAN JANSE VAN RENSBURG, SALE SHARKS AND MATTHEW  
GINVERT**

**DECISION**

**Venue:** A remote video hearing at which the panel, the legal representatives, the parties and the witnesses attended by Zoom.

**Date of hearing:** 15 April 2020.

**Date of decision:** 21 April 2020.

**Player:** Rohan Janse Van Rensburg RFU Id No: 02282043

**Club:** Sale Sharks

**Registered agent:** Matt Ginvert RFU Id No: RFURA/10/057

**Panel:** Sir James Dingemans; Tim Ward QC; Gareth Graham.

**Secretary:** Rebecca Morgan

**Attending on behalf of the RFU:** Kendrah Potts (counsel); David Barnes (Head of Discipline, RFU); Sebastian Bult (RFU); and Alys Lewis (RFU).

**Witnesses called by the RFU:** David Humphreys (Director of Rugby, Gloucester Rugby); Johan Ackermann (Head Coach, Gloucester Rugby); Stephen Vaughan (former Chief Executive Officer of Gloucester Rugby and now CEO of Wasps); and Martin St Quinton (Chairman of Gloucester Rugby).

**Attending on behalf of the player:** Martin Budworth (counsel); Rohan Janse Van Rensburg.

**Witness called on behalf of the player:** Rohan Janse Van Rensburg.

**Attending on behalf of Sale Sharks:** Martin Budworth (counsel); Oliver Orton (JMW Solicitor LLP); Mike Blood (Director of Sale Sharks and a partner of JMW Solicitors LLP); Steve Diamond (Director of Rugby, Sale Sharks); and Simon Orange (Joint owner of Sale Sharks).

**Witnesses called on behalf of Sale Sharks:** Steve Diamond (Director of Rugby, Sale Sharks); and Simon Orange (Joint Owner of Sale Sharks).

**Attending on behalf of the agent:** Matthew Ginvert did not attend and was not represented at the hearing. This followed a request by Steven Flynn (counsel) on behalf of the agent, agreed by the RFU and not objected to by the other parties, for the matter to be considered on the papers so far as his admitted breach of the RFU Regulations was concerned.

**Attending on behalf of Gloucester Rugby:** Andrew Nixon (Sheridans solicitors).

**Summary of decision**

1. This judgment follows a remote video hearing of disciplinary proceedings which took place on 15 April 2020. The circumstances giving rise to the disciplinary proceedings were that Rohan Janse Van Rensburg (“Mr Van Rensburg”), signed on 10 October 2017 a contract to play at Gloucester Rugby (“Gloucester”) from 1 November 2018 for the next three seasons and he was paid an advance of £25,000 under the contract. Mr Van Rensburg signed a contract on 11 January 2018 to play for Sale Sharks (“Sale”) from 1

July 2018 for the next three seasons. He signed a second contract on 25 June 2018 to play for Sale from 1 July 2018 for the next three seasons. He was represented from 11 January 2018 by Matthew Ginvert (“Mr Ginvert”), an agent.

2. Following a complaint by Gloucester the RFU brought charges against Mr Van Rensburg, Sale and Matthew Ginvert, the agent for Mr Van Rensburg. The RFU brought charges for breaches of RFU Rule 5.12 (conduct prejudicial to the interests of the game) against Mr Van Rensburg. The RFU brought charges for breaches of RFU Regulation 7.1 (approaches to players) against Sale. The RFU brought a charge for breach of RFU Regulation 8.8.1 against Mr Ginvert.
3. Mr Van Rensburg admitted two breaches of RFU Rule 5.12. The sanction we have imposed is a suspension from playing of two weeks; and a fine of £32,500, of which £25,000 shall be paid on by the RFU to Gloucester to reflect the advance of monies paid by Gloucester to Mr Van Rensburg which has not been repaid.
4. Sale admitted two breaches of RFU Rule 5.12. We took account of the fact that the suspension of Mr Van Rensburg would adversely affect Sale because he would not be available to play in two games for them, and we imposed in addition a points deduction of 5 points suspended for two seasons on terms that Sale does not act in breach of RFU Regulation 7, and a fine of £20,000. We did not order compensation to be paid to Gloucester.
5. Following the withdrawal of a charge alleging a breach of RFU Regulation 8.8.1 and the amendment to add a charge alleging a breach of RFU Regulation 8.5.2 (failure to observe the highest standards of fair dealing) Mr Ginvert admitted a breach of RFU Regulation 8.5.2 and the RFU and Mr Ginvert made agreed submissions on the papers as to the sanction to be imposed. This was a sanction of a fine of £3,750, a requirement to undertake the Agent’s Education programme, and a reprimand. Having considered the circumstances we agreed that the sanction imposed on Mr Ginvert is necessary and appropriate for the purposes of RFU Regulation 8.13.2, and fine him £3,750, require him to undertake the Agent’s Education programme, and reprimand him.

**These proceedings and the RFU’s agreed position with Mr Ginvert**

6. After the RFU brought the charge there were various procedural steps taken by the parties and the RFU, but the proceedings were delayed by various issues. This panel was appointed in February 2020 and directions were given providing for a hearing date of 15 April 2020.
7. As a result of the COVID-19 crisis the hearing was conducted by remote video hearing on the day. At a rehearsal (to ensure that all the parties were able to access Zoom and hear each other) on Tuesday 14 April 2020 the RFU and Mr Ginvert announced that the original charge brought against Mr Ginvert would be withdrawn, a further one substituted which Mr Ginvert would accept breaching, and there would be agreed submissions about sanction. In the light of these developments a request was made on behalf of Mr Ginvert that the matter be dealt with on the papers. None of the other parties objected to this course and the panel agreed to consider the matter on the papers.
8. Towards the end of his oral evidence at the hearing on 15 April 2020 Steve Diamond, the Director of Rugby at Sale (“Mr Diamond”), said that he had been told by Mr Ginvert that the RFU had agreed to the outcome with Mr Ginvert on the basis that Mr Ginvert give a statement and made various other comments about Mr Ginvert and the RFU. The implication of the comments made by Mr Diamond were that the proceedings were not fair, and that Mr Ginvert’s interests were being preferred so that the RFU could get at Sale.
9. As there was a break in the hearing scheduled at the conclusion of Mr Diamond’s evidence the panel asked for submissions about the status of Mr Ginvert’s evidence, and whether, in the light of the concerns raised by Mr Diamond, Mr Ginvert should be called to give evidence. After the break and in the course of the submissions it became common ground that Mr Ginvert’s witness statements were admissible, but that their weight should be for the panel to assess in the light of all the evidence available to the panel. Mr Budworth explained on behalf of Sale and Mr Diamond that Mr Diamond had been contacted the night before by Mr Ginvert who had said he had been asked to make a further statement, that in fact the further statement related to the factual issue of whether Mr Diamond had asked Mr Ginvert to hold on to the January contract between Sale and Mr Van Rensburg, that Mr Ginvert’s supplementary witness statement was to the effect that he did not recall that matter, and that because the agreement between the RFU and

Mr Ginvert had come very late in the day Mr Diamond had not had complete information. Sale, the RFU and Gloucester did not make submissions suggesting that Mr Ginvert should be called to give evidence.

10. In the light of the comments made by Mr Diamond and the submissions that we have had, we have examined again the papers relating to Mr Ginvert with care. We can confirm that we do not consider a need to call Mr Ginvert to give evidence to us, and that we will treat his evidence as admissible and will consider the weight to be given to the evidence in the light of all the other evidence we have received while noting that we have not heard him give his evidence or be questioned about it. We address the specific issues relating to Mr Ginvert's sanction below.
11. A core object of the RFU Rules is to promote the values of, among others, respect, see RFU Rule 3.2. We should record that although disciplinary proceedings will inevitably be stressful, and although we accept that there were added pressures because the proceedings were conducted by remote video hearing and because there was a late agreement between the RFU and Mr Ginvert about the disciplinary charge brought against him, and there are the stresses caused by the suspension of the season because of the COVID-19 crisis, the comments made by Mr Diamond suggested that there appeared to be a lack of respect for the other parties involved in the proceedings and in particular Mr Ginvert and the RFU. The combative approach of both Mr Diamond, and Mr Orange as appears from paragraph 34 below, to the other parties was disappointing to record.

#### **The issues for the hearing**

12. The parties agreed issues for the hearing. We are very grateful to the legal representatives, the parties and all of those attending for their hard work in preparing for the hearing and ensuring that it was effective and that everyone could be heard.
13. The agreed issues for Mr Van Rensburg were: "Rohan Janse Van Rensburg (the Player) The Player has admitted two breaches of RFU Rule 5.12 (conduct prejudicial to the interests of the Union and/or the Game). The issue for the Tribunal is the appropriate sanction to be imposed pursuant to Regulation 19.11.7."

14. The agreed issues for Sale were: “Sale Sharks (the Club) The Club has admitted two breaches of RFU Regulation 7.1 (“Approaches to Players”). The issues are: (1) The appropriate sanction to be imposed pursuant to Regulation 19.11.7; (2) whether compensation is to be paid by the Club to Gloucester pursuant to RFU Regulation 19.11.7 and, if so, the amount of such compensation.
15. It was also suggested that other issues arose in relation to Sale namely: “Whether Sale is guilty of tortious conduct. If it is, whether that conduct has caused any loss to Gloucester; Whether the player had already resolved to leave Gloucester and if so the effect of that decision; Whether Gloucester was already 'up to cap'.”
16. The agreed list of issues also recorded that “There are disputes between the parties as to the circumstances surrounding the Player’s agreement to sign with Sale Sharks in January and June 2018, including, in particular, what the Club and MG knew at the relevant times regarding the Player’s contract with Gloucester.” The document also went on to provide that: “The Player and Club have raised points in mitigation. The RFU does not accept the factual premise and/or the relevance of various of the points raised in mitigation. These issues will be a matter for cross-examination and further submission on sanction in light of the evidence at the hearing.”
17. So far as Mr Ginvert was concerned the issue, in the light of his admitted breach of RFU Regulation 8.5.2, was what sanction ought to be imposed on Mr Ginvert pursuant to RFU Regulation 8.13.2.

### **Relevant provisions of the RFU Rules and Regulations**

18. The relevant provisions of the RFU Rules and Regulations are set out below. RFU Rule 3.2, which is relevant to all the parties, records that the values of rugby include “... respect ... discipline and sportsmanship”. RFU Rule 5.12 which is relevant to Mr Van Rensburg provides: “The Union shall have the power to discipline any (d) player... for any conduct which is prejudicial to the interests of the Union or the Game”.
19. RFU Regulation 7.1 which is relevant to Sale provides: “No Club or Constituent Body may directly or indirectly, approach (or accept an approach by or on behalf of) any Player who is under Contract with a Club, Constituent Body or Union to induce or attempt to

induce such Player to leave that Club, Constituent Body or Union unless such approach or inducement is made with the written consent of that Club, Constituent Body or Union, or is made in the final six months of the term of that Player's Contract. Any Club or Constituent Body wishing to make such an approach may contact the RFU for details of when a particular Player's Contract is due to expire". Under RFU Regulation 1, contract means "any agreement, arrangement or understanding whether formal or informal and technically whether legally enforceable or not made between a Club, Union, Division or province (or other union or association of clubs) or any other person, firm or company and a Player".

20. RFU Regulation 19.1.1 provides that "RFU Regulation 19 applies to all disciplinary matters arising under the RFU Rules and RFU Regulations". RFU Regulation 19.11.7, which is relevant to both Mr Van Rensburg and Sale provides: "Appropriate punishment" ... shall include, but shall not be limited to: (a) for a person, a reprimand, a financial penalty or suspension from playing, coaching and/or administration. (b) for a Club, in addition to the sanction set out in RFU Regulation 19.11.7(a), financial or other compensation, deduction of league points or relegation, exclusion or disqualification from any competition. Where a competition does not fall within the jurisdiction of the RFU a Club may be required to withdraw from that competition". Paragraph 9.27 of Appendix 2 to RFU Regulation 19 makes provision for breaches of RFU Rule 5.12.

21. RFU Regulation 8.5.2, which concerns Mr Ginvert, provides: "Registered agents must at all times conduct themselves in an ethical manner and shall observe the highest standards of integrity and fair dealing". RFU Regulation 8.13.2 provided that the sanction is "such sanction and penalties as [the relevant Union] deems necessary and appropriate in respect of the relevant breach of the Regulations".

### **Relevant circumstances**

22. Although it was common ground that Mr Van Rensburg, Sale and Mr Ginvert had all acted in breach of a relevant RFU Rule or Regulation, there were disputes between the parties about the relevant circumstances of the breach and so the parties called evidence. Witnesses called on behalf of the RFU were: David Humphreys (Director of Rugby, Gloucester); Johan Ackermann (Coach, Gloucester); Stephen Vaughan (Chief Executive of Gloucester); and Martin St Quinton (chairman of Gloucester). Mr Van Rensburg gave

evidence on his own behalf. Witnesses called on behalf of Sale were: Mr Diamond; and Simon Orange (joint owner). All of the witnesses adopted their witness statements as their main evidence, and they were asked other questions. We also had numerous documents, including contracts, letters, emails, WhatsApp messages, transcripts of interviews carried out by the RFU of relevant parties and, as appears from paragraph 9 above, we had witness statements from Mr Ginvert. In all the bundle ran to about 1,000 pages. We have taken account of all the evidence that was adduced before us. In fact there was much common ground on the relevant facts and the matters set out below represent our findings of fact, unless otherwise stated.

23. Mr Van Rensburg, who is an inside centre, signed to play rugby for the Golden Lions RFC (“the Lions”) in South Africa in 2015 having been a junior player with the Bulls. This followed a meeting with Mr Ackermann, who was then coach of the Lions. It was apparent that Mr Van Rensburg considered Mr Ackermann to be a mentor and it was apparent from the later WhatsApp messages exchanged between them (translated from Afrikaans in the papers before us) that they clearly enjoyed a close personal relationship.
24. On 12 April 2016 Mr Van Rensburg signed a further contract with the Lions to play for the Lions to 31 October 2018. It was a term of his contract that he should not, without the prior written agreement of the Lions, enter into discussions with other rugby clubs until four months (120 days) before the expiry of his contract. This prevented what is called “tapping up” until four months before the end of the contract and we will refer to this as the “120 day provision”.
25. Mr Van Rensburg played in South Africa in the season commencing on February 2017 but he suffered the death of his mother, sustained an injury to his ACL which required an operation, and was the victim of an armed robbery when at home. As a result of these matters in June 2017 Mr Van Rensburg started to look for opportunities to play rugby in Europe through a sporting agency called Esportif International based in Dublin (“Esportif”). The injury, bereavement and robbery at Mr Van Rensburg’s age are relevant matters to consider when assessing the sanction to be imposed on Mr Van Rensburg. On 13 June 2017 Gloucester was one of the clubs approached by Esportif in relation to Mr Van Rensburg. It was apparent that Mr Humphreys, as Director of Rugby

at Gloucester, had worked in the past with, and was related to, some of those now working at Esportif.

26. Mr Ackermann commenced working for Gloucester after the conclusion of the Super Rugby Final in South Africa on 5 August 2017 which involved the Lions. On 6 September 2017 Mr Humphreys made an offer to Mr Constable of Esportif for Mr Van Rensburg providing for payments of £ [REDACTED] in year 1, £ [REDACTED] in year 2 and £ [REDACTED] in year 3 making him one of the “marquee players for the 2018/19 season”. Mr Humphreys suggested that if Mr Van Rensburg needed information or encouragement he might speak with Mr Ackermann.
  
27. WhatsApp messages were exchanged between Mr Ackermann on behalf of Gloucester and Mr Van Rensburg. In a message dated 20 September 2017 Mr Van Rensburg said he was “very excited about the prospect of working with you again”. Mr Ackermann replied saying “please keep it quiet because as far as I know it is just you, [the name of an agent], myself and David that know about this” In that message Mr Ackermann specifically referred to the “2-month clause before you can talk to anyone” which was an inaccurate reference to the 120 day provision, although Mr Ackermann said that the original Afrikaans of the WhatsApp message should be more accurately translated as suggesting that Mr Van Rensburg “might have” that provision in the contract. Although in his witness statement Mr Ackermann said “As I understood it the general position was that players should tell their franchise that they receive an offer. However, I was not actually sure if any such provision was in Rohan’s contract”, we find that Mr Ackermann was aware of the 120 day provision at the relevant time. This is because when interviewed by the RFU, Mr Ackermann admitted (page 431 of the bundle) to the RFU that he knew about the 120 day provision. We also noted that the 120 day provision was in all contracts of players in the South African Rugby Union. Mr Ackermann’s knowledge of the 120 day provision also appears from the contents of messages that he had exchanged with various people referring to the 120 day provision in the bundle before us. We should record that as a matter of fairness to Gloucester in one email dated 27 September 2017 from Mr Humphreys to Mr Constable of Esportif there was a suggestion that there was going to be a meeting with Mr Rudolf Straeuli of the Lions on 28 September 2017 but it is common ground that Lions did not consent to Mr Van Rensburg speaking to Gloucester about a contract from 1 November 2018 and in the email dated 28 September 2018 Mr

Humphreys asked for confirmation about whether the Lions had been advised that Gloucester was Mr Van Rensburg's destination "or whether that remains confidential for the foreseeable future".

28. Mr Humphreys said that he was not aware of the 120 day provision in the South Africa contract, but as appears above Mr Ackermann knew about this and Mr Ackermann was the main person from Gloucester in contact with Mr Van Rensburg. The 120 day provision meant that Mr Van Rensburg could not under his contract with the Lions, without the permission of Lions, enter into discussions with Gloucester about a contract to play rugby for Gloucester, even though the contract was to play rugby after the expiry of his contract term with the Lions.
29. It was common ground that on 10 October 2017 Mr Van Rensburg signed a contract with Gloucester to play for Gloucester from 1 November 2018 to 30 June 2021. This provided for an advance of £25,000 on salary. Mr Van Rensburg described this payment of £25,000 as a signing on fee, but the documents show that this was paid as an advance on the salary that would be due to Mr Van Rensburg, although we accept that Mr Van Rensburg considered it to be a signing on fee. No announcement was made by either Gloucester or Mr Van Rensburg at that time about the signing. The evidence showed that delays in announcing the signing of players are commonplace, because of the need not to undermine existing players in the squad or undermine the moving player in his current team. However it is apparent from various messages exchanged by Mr Ackermann that he did not want to alert the Lions to the existence of the contract between Gloucester and Mr Van Rensburg, and at least part of his concern was because of the 120 day provision.
30. At some time later Mr Van Rensburg became aware from his agent Reghard, known as Reggie, Van Dyk of Union Sports that he had acted in breach of his contract by signing with Gloucester before the four month period to the end of his contract with the Lions. Mr Van Rensburg said that he felt like a bit of a criminal because of this. However we also note that this reported feeling did stop Mr Van Rensburg discussing another contract with Sale and signing that contract when he now knew that he should not both because of the 120 day provision in his contract with the Lions and, most relevantly, because of the contract that he had already signed for Gloucester and under which he had been paid £25,000.

31. After signing the contract to go to Gloucester from 1 November 2018 Mr Van Rensburg was contacted in 2017 by Sale after an injury to Sale's centre. The contact by Sale was made at the suggestion of Faf de Klerk who was playing at Sale and who knew Mr Van Rensburg from the past. Arrangements were made by Mr De Klerk's agent, Mr Ginvert who is the managing director of International Player Management Limited ("IPM"), who was in contact with Mr Van Dyk acting as Mr Van Rensburg's agent. The Lions were contacted and agreed to this loan which was in the off season in South Africa. On 18 November 2017 Mr Van Rensburg signed a short term loan contract with Sale Sharks ("Sale") to play for Sale from 18 November 2017 to 18 February 2018. On 13 November 2018 the RFU issued a Governing Body Endorsement ("GBE") for Mr Van Rensburg to play at Sale for the purposes of the United Kingdom Border Agency ("UKBA").
32. Mr Van Rensburg played for Sale under the loan agreement. Sale became interested in signing Mr Van Rensburg for the period from the 2018-2019 season. Mr Van Rensburg said that he did not tell anyone at Sale about the contract at Gloucester because he had been told to keep it quiet. It appears from messages exchanged between Mr Ginvert and Mr Diamond that Mr Van Dyk was telling Mr Van Rensburg that there was interest from Gloucester and Bristol for the 2018-2019 season. Mr Ginvert said that the Bristol offer had not been made and that he was waiting for Mr Humphreys to call back, although Mr Humphreys did not give evidence about any such request to call Mr Ginvert, and Mr Humphreys was not asked about this at the hearing. This was 26 December 2017 and it appears that Mr Humphreys did not call Mr Ginvert back.
33. Mr Van Rensburg stayed with Mr Ackermann over New Year's Eve. It was common ground that there was a discussion between Mr Ackermann and Mr Van Rensburg about Mr Van Rensburg's future moves. Neither Mr Van Rensburg nor Mr Ackermann seemed to us to have a particularly clear idea of what exactly was said (which is not particularly surprising given that it was a social conversation at New Year in 2018) but we find that there was a general discussion about Mr Van Rensburg enjoying his time with Sale, because Mr Van Rensburg was enjoying his time with Sale and it is very likely that it would have been mentioned. We find that Mr Ackermann did say that he wanted players at Gloucester who wanted to play for him, because that was consistent with Mr Ackermann's approach. Mr Van Rensburg did not say that Mr Ackermann released him from his contract with Gloucester but said of the conversation that "he understood that

what Coach Johan had said was a blessing to me that he would allow me to not join Gloucester". We do not find that Mr Ackermann gave his blessing to Mr Van Rensburg to ignore the terms of his contract with Gloucester. This is because, as Mr Ackermann pointed out, he did not have the authority to allow a player to walk away from a contract and because, as was common ground, Mr Van Rensburg had not even been offered a contract by Sale. It may be that Mr Van Rensburg misunderstood the statement that Mr Ackermann only wanted players at Gloucester who wanted to play at Gloucester was some sort of release from his moral obligation to adhere to the contract, even if did not come near to anything approaching a legal waiver or release.

34. On 2 January 2018 Simon Orange, the owner of Sale, rang Stephen Vaughan, a director of Gloucester and asked whether Gloucester had signed Mr Van Rensburg. Mr Vaughan confirmed that Gloucester had signed Mr Van Rensburg but asked that the matter be kept quiet. Mr Orange said that Mr Vaughan had used the words "hush, hush" but Mr Vaughan did not accept that he had used those words. We cannot see that anything very much turns on this particular point, it being just the sort of difference in recollection that one might expect from honest witnesses attempting to recall some two years after the event the details of a conversation which was not recorded or noted. When Mr Vaughan was giving evidence Mr Orange was watching on his own laptop. Mr Orange was in the same room (at a safe distance for COVID-19 reasons) as Mr Budworth, counsel for Mr Van Rensburg and Sale who was questioning Mr Vaughan through Mr Budworth's laptop. Mr Orange could be heard calling Mr Vaughan a liar, in comments which must have been picked up by the microphone on Mr Budworth's computer. When Mr Orange gave evidence he particularly remarked that Gloucester seemed to believe that its directors had a "divine right" to be believed. We can confirm that no witness has such a right to be believed, but we could not discern any basis on which we should not accept Mr Vaughan's evidence which was given in a straightforward manner and accorded with the documents. We accept that Mr Orange believed that the words hush hush had been used, but this was consistent with Mr Vaughan either asking that the matter be kept quiet and Mr Orange remembering the words used as hush hush, or Mr Vaughan using the words hush hush and remembering that as a request that the matter be kept quiet. It is not apparent that Mr Vaughan was aware of the 120 day provision in Mr Van Rensburg's South African contract with the Lions, but Mr Ackermann was aware of the provision as set out above.

35. In evidence Mr Orange said that in the phone call Mr Vaughan was slippery and that he immediately did not believe that Gloucester had signed Mr Van Rensburg. However in an email dated 25 April 2018 from Mr Orange to Mr Martin St Quinton, the chairman of Gloucester, Mr Orange said “when Steve [Vaughan] told me you had signed the player I had no reason not to believe him UNTIL we asked the player and he told he definitely had not signed a contract.” It is not possible to reconcile the email with Mr Orange’s oral evidence to us. This is because Mr Orange could not immediately have disbelieved Mr Vaughan because he was slippery and yet said “I had no reason not to believe him” in the email.
36. In any event after the conversation between Mr Vaughan and Mr Orange there was a discussion between Mr Orange, Mr Diamond, Mr Ginvert and Mr Van Rensburg on 2 January 2018. Mr Van Rensburg was told that Mr Orange had been speaking with Gloucester and had been told that Mr Van Rensburg had done a deal to join Gloucester. Mr Van Rensburg said that nothing had been agreed. Mr Van Rensburg accepted that he had lied. He suggested that this was because he had been put under pressure by Gloucester to keep the deal quiet, but he had just been told that Gloucester had confirmed the deal which suggested that this could not have been the true reason for his denial because he knew that Gloucester was not keeping it quiet. It seems much more likely, and we find, that Mr Van Rensburg was confused that he had been found out, and keen to get a new contract (which was at a higher sum) at Sale where he had settled in and was enjoying his rugby. It was common ground that this did not excuse lying.
37. On 2 January 2018 Mr Van Rensburg was sent a heads of agreement by Sale providing for the recruitment of Mr Van Rensburg on a multiyear contract from 1 July 2018 at a gross salary of ██████ for year one, ██████ for year 2 and ██████ for year 3. This contract was expressed to be subject to contract and without prejudice until full signature.
38. By this stage Mr Van Rensburg had started working with Mr Ginvert. On 10 January 2018 Mr Van Rensburg signed an agency agreement with Mr Ginvert. On 11 January 2018 Mr Van Rensburg signed a contract with Sale to play for Sale from 1 July 2018 to 30 June 2021. Mr Orange said in his witness statement that “the contract was sent to Matt, with instructions to be held and not passed to Rohan until he was in the last three

months of his Lions deal”. Mr Diamond gave similar evidence. The difficulty with this evidence is that Mr Ginvert sent Mr Diamond a screen shot of the contract signed by Mr Ginvert in January 2018, and there was no response suggesting that Mr Ginvert had acted wrongly in getting Mr Van Rensburg to sign the contract, although to be fair to Mr Orange there is no suggestion that he saw the screenshot. Mr Diamond gave oral evidence that he had asked that Mr Ginvert keep the contract safe to be signed when the 120 day period was passed and that there was in fact no binding contract between Sale and Mr Van Rensburg made in January 2018. He said he might have three or four contracts at any one time in his desk and he could choose which one to accept when the time came.

39. We note that the suggestion that Sale did not have a contract with Mr Van Rensburg in January 2018 is inconsistent with the messages exchanged in March 2018 when Sale were referring to their “deal” with Mr Van Rensburg. It is inconsistent with Mr Ginvert suggesting that Sale were willing to “walk away from this, tear up their contract and claim on Rohan for £100K” (Mr Ginvert’s email of 21 March 2018). It is inconsistent with asking Mr Ginvert to get money from Gloucester to allow Mr Van Rensburg to go to Gloucester. However it is not necessary to resolve this matter because the RFU Regulation prevents approaches to players who are contracted to play for another club without written consent or unless it is in the final six months of the contract, and that applies regardless of whether a new contract results from the approaches. However we should record that the prospect that players might believe that they had a contract agreed with Sale (as Mr Van Rensburg plainly did) but that Sale could pick and choose one out of three or four contracts in Mr Diamond’s desk (as he said he did in oral evidence) is not a straight forward approach to making contracts with players.
40. On 14 February 2018 the RFU issued a GBE to permit Mr Van Rensburg to play at Gloucester for the purposes of the UKBA.
41. On 20 February 2018 Mr Van Rensburg WhatsApp’d Mr Ackermann suggesting that certain players were keen to join him at the end of the year. Mr Van Rensburg mentioned a particular international winger who wanted to join him. Mr Ackermann replied saying that “unluckily we are full ...”. It was suggested to Mr Humphreys and Mr Ackermann that in fact Gloucester was up to salary cap and that, far from Mr Van Rensburg’s absence

causing a loss to Gloucester, Gloucester would not have been able to accommodate Mr Van Rensburg, particularly as Gloucester later signed Danny Cipriani. Mr Humphreys and Mr Ackermann both denied that the salary cap was an issue and we accept that evidence. This is because the reference was to Gloucester being full was in the context of the position of winger, and the evidence was that Gloucester had sufficient cover for a wing at that stage. Further it is apparent that under the relevant regulations for the salary cap it was possible to make loans of players to ensure that the cap was not breached.

42. Mr Van Rensburg had returned to South Africa to play for the Lions. In about March 2018 Mr Van Rensburg was contacted by Mr Diamond who wanted to know when the announcement about Mr Van Rensburg joining Sale could be made. Mr Ginvert contacted Mr Van Rensburg and Mr Van Rensburg told Mr Ginvert about the contract with Gloucester. There is no evidence to demonstrate that Mr Ginvert knew about the contract with Gloucester at an earlier stage. It was at about this time that Mr Ackermann WhatsApp'd Mr Van Rensburg in relation to rumours that Mr Van Rensburg had signed for Sale. Mr Van Rensburg replied saying "Coach, I think I have messed up. After we spoke, you said to me not to feel obliged to sign for Gloucester. Sale offered me a deal which I have agreed to. I am very stressed out over this. I don't want anything to happen. I did tell Matt I preferred a move to Gloucester. I'm really sorry and disappointed in myself. Their deal was at the time a lot better than Gloucester's deal which made it very attractive to me". We accept that Mr Van Rensburg was sorry for his actions, and, as appears from the message itself, Mr Van Rensburg acknowledged that his motivation had been financial. It is right to record that in further exchanges Mr Ackermann specifically referred to the 120 day provision and the need to keep things quiet from Lions.

43. At around this time Mr Ginvert called Mr Diamond who was not happy and told Mr Ginvert to resolve matters with Gloucester, and Sale would withdraw their contract with Mr Van Rensburg. We note that the fact that Mr Diamond talked about withdrawing from the contract showed that he must have considered that the contract that he had made with Mr Van Rensburg was binding, because otherwise there would be nothing to withdraw from. Thereafter Mr Ginvert spoke with Mr Humphreys. Mr Humphreys asked Mr Ginvert to get an offer from Sale for the release of Mr Van Rensburg to Sale. At this stage Lyon had just paid Gloucester ██████████ for the release of Carl Fearn from his

contact with Gloucester. Mr Ginvert went back to Mr Diamond who told Mr Ginvert to ask Gloucester for compensation to be paid to Sale.

44. It was after this that Mr Van Rensburg got legal advice from a lawyer in South Africa. It seems that this was from PSB Attorneys and that they were attorneys who were known to Mr Ginvert. Mr Van Rensburg said that he got advice that the contract with Gloucester was void, because it was entered into at a time in breach of the 120 day provision in the contract between the Lions and Mr Van Rensburg. Sale said that they had legal advice from Mr Blood, a partner of JMW Solicitors LLP but also a director of Sale to the same effect. However we were not provided with a copy of the advice given by Mr Blood or told whether the advice was qualified or simply an assertion that the Gloucester contract was not valid. In any event, and whatever the terms of the advice provided to Sale, it was common ground before us that this was not an accurate statement of the laws of England and Wales, which govern the contract between Mr Van Rensburg and Gloucester, and that the Gloucester contract was not void or voidable. It may be that Lions have remedies against Gloucester for inducing Mr Van Rensburg to act in breach of the 120 day provision, but that is not an issue for us to decide and it did not prevent the contract between Gloucester and Mr Van Rensburg being valid and enforceable.
45. Mr Ginvert wrote an email dated 21 March to Mr Humphreys to which Mr Humphreys replied by email dated 4 April 2018. It was apparent that at that stage Mr Van Rensburg was suggesting that he wanted to play for Gloucester. Mr Ginvert reported that Mr Van Rensburg was “remorseful for his actions”.
46. Mr Van Rensburg emailed Mr Humphreys and Mr Ackermann saying that he admitted two mistakes. He reported that Sale was willing to walk away from a potential claim and hoped that Gloucester would do so as well. Mr Van Rensburg said he would pay back the £25,000 that he was paid. The evidence showed that he had not yet done so although it was tendered by PSB by a letter, which seemed to be misdated 31 April 2018, in which PSB continued to assert that the Gloucester contract was void. This means that even though Mr Van Rensburg did not play for Gloucester he has not repaid the £25,000. The closest to a reason for not paying back the monies was suggested by Mr Ginvert in his witness statement at paragraph 18 where he said that the payment was made by Gloucester so that Mr Van Rensburg would remain quiet, and implying that as he

remained quiet there is nothing to repay. We reject that suggestion, because it is apparent that the request for payment was made by Mr Van Rensburg to cover various expenses and it was expressly made as an advance on the salary to be paid to Mr Van Rensburg under the contract. To be fair to Mr Van Rensburg the suggestion that he was not liable to repay the £25,000 was not made or pursued on his behalf. However it remains that no reason has been provided to the panel to explain why the sum has not yet been repaid.

47. In about April or May 2018 Mr Ackermann disclosed to the Lions the existence of the contracts with Gloucester, and with Sale. It appears that Mr Van Rensburg then formally retained PSB Attorneys to write on his behalf to Gloucester contending that there was no valid contract with Gloucester. There were then various communications between the parties which it is not necessary to summarise.
48. Mr Van Rensburg complained of being pressurised by Mr Ackermann and Gloucester in private messages and voicemail messages. However the evidence before us showed that Mr Van Rensburg was objecting to Mr Ackermann pointing out to him the realities of the situation which Mr Van Rensburg had created by signing two contracts to play at the same time with different clubs. We can see nothing wrong with Mr Ackermann pointing out the realities of what Mr Van Rensburg had done to him. As it was Mr Van Rensburg seemed to consider himself entitled to be treated by everyone as he was before he had deliberately signed two contracts with two different clubs for overlapping periods of time. Gloucester maintained that the contract signed by Mr Van Rensburg with Gloucester was valid and that they expected him on 1 November 2018.
49. It is apparent that Mr Orange and Mr St Quinton saw each other at various meetings. On one occasion Mr Orange suggested to Mr St Quinton that Mr Van Rensburg's signature on the Gloucester contract was a forgery. Mr St Quinton answered this by email dated 9 May 2018 and confirmed that Gloucester were expecting Mr Van Rensburg to attend on 1 November 2018 at Gloucester. Mr Orange suggested in oral evidence that the reason he had suggested that the contract was forged was because Mr St Quinton had suggested that Sale had locked Mr Van Rensburg in a room to get his signature. The suggestion that Mr St Quinton had said this was not put to Mr St Quinton and so we are not in a position to make any findings about it, but making inaccurate suggestions that a document has been

forged, whatever the circumstances giving rise to the suggestion, is not consistent with the respect for others that is a core value of rugby, as set out in RFU Rule 3.2.

50. Notwithstanding the fact that Gloucester made it clear that it had a contract with Mr Van Rensburg, and that it expected Mr Van Rensburg to attend on 1 November 2018 being the day after his contract with Lions had concluded, Sale pursued efforts to get a further contract with Mr Van Rensburg, Mr Van Rensburg decided to contract with Sale and Mr Ginvert facilitated that move as Mr Van Rensburg's agent. We have seen nothing that entitled: (1) Sale to continue to attempt to recruit Mr Van Rensburg when it knew about the pre-existing contract with Gloucester; (2) Mr Van Rensburg to ignore his contract with Gloucester; or (3) Mr Ginvert to assist Mr Van Rensburg in ignoring his contractual obligations to Gloucester. An inaccurate legal suggestion that the Gloucester contract was void does not justify such actions. We note that RFU Regulation 1 defines contract to extend to: "any agreement, arrangements or understanding whether formal or informal and technically whether legally enforceable or not". This definition is applicable to the interpretation of the prohibition of approaches to players under contract set out in RFU Regulation 7. Both Mr Diamond and Mr Orange gave evidence that they were not aware of this provision, which is surprising and suggests that there is a need for more information to be provided to clubs about these important provisions. The provisions are important because they are designed to ensure contractual stability for the benefit of all clubs, players and supporters.

51. Mr Van Rensburg continued to play rugby with the Lions but suffered another injury. In discussions with the Lions Mr Van Rensburg said that he would prefer a move to Sale. Lions entered into discussions with Sale and asked for the sum of £50,000 to release Mr Van Rensburg from the last four months of his contract with the Lions which would enable Mr Van Rensburg to start the 2018/2019 Premiership season with Sale. Sale did not agree to the £50,000 demand but offered £25,000 which was accepted. We agree with Mr Budworth that there did not appear to be any particular science to the calculation of the compensation to be paid to the Lions.

52. On 25 June 2018 Mr Van Rensburg signed a contract to play for Sale from 1 July 2018 to 30 June 2021. This provided for payment of £[REDACTED] for each year of the three year contract. It might be noted that Mr Van Rensburg had secured a substantial increase on

the sums to be paid under his contract with Gloucester, and an increase on the sums payable under his January contract with Sale.

53. It appears that disciplinary proceedings were taken by the South African Rugby Union against Mr Van Dyk, Mr Van Rensburg's agent in South Africa, for his part in assisting Mr Van Rensburg to ignore the 120 day provision in his contract with the Lions. We were told that Mr Van Dyk was suspended for one month by the South African Rugby Union.
54. By letter dated 8 October 2018 to the RFU Gloucester complained about the actions of Mr Van Rensburg, Sale and Mr Ginvert.
55. South Africa Rugby Union complained on behalf of the Lions to World Rugby about the actions of Gloucester for a breach of regulation 4.9 of the then World Rugby Regulation. That complaint was dismissed in a written judgment dated 16 August 2019 by an Independent Judicial Officer. The complaint was dismissed on the basis that World Rugby Regulation 4.9 simply prevented Clubs from inducing a player to leave another Club before the expiry of the contract period. As Gloucester's contract with Mr Van Rensburg provided for him to play for Gloucester after the expiry of his contract with the Lions there was no breach of World Rugby Regulation 4.9. It might be noted that the judgment did not address the issue of Gloucester's possible liability to the Lions for inducing a breach of contract on the part of Mr Van Rensburg by discussing a new contract with him over 120 days before the expiry of his contract with the Lions. It might also be noted that World Rugby has amended World Rugby Regulation 4.9.1 to make it clear that players may only be approached in the final six months of the term of a player's contract.
56. Mr Humphreys set out in his witness statement information about recent transfers payments made on the movement of players under contract, which were summarised in a table. It is not necessary to set out the details of the information in the table but the panel has taken full account of it in its deliberations. He suggested that it would have been credible for Gloucester to have asked for a transfer fee of £406,000 by reference to other transfers. Calculations were carried out showing that the fee paid by Sale to the Lions for the release of Mr Van Rensburg from four months of his contract would suggest a transfer

fee of £200,000 which might be rounded up to £440,000 to take account of the fact that he was at the time of the transfer from Lions to Gloucester both injured and coming to the end of his contract. Further it was common ground that Sale had mentioned, at one stage in the sum, payment of a sum £100,000 to be paid to Gloucester to resolve matters, although Sale had made it clear that payment had been proposed to avoid all of the proceedings arising out of the transfer and was not a valuation of any transfer fee.

### **Sanctions against Mr Van Rensburg**

57. We received written and oral submissions on the appropriate sanction to be imposed on Mr Van Rensburg from the RFU and Mr Van Rensburg. Both sides noted that there were no precedents for a breach of Rule 5.12 by a player in these circumstances and reference was made to appendix 2 of RFU Regulation 19 which provides at paragraph 9.27 for sanctions for breaches of RFU Rule 5.12. Specific activities identified as a breach of Rule 5.12 included hair pulling and spitting but there is a category for “other”. This would include other breaches of Rule 5.12 such as signing contracts to play for two clubs at the same time. The range is “low-end 4 weeks; mid-range 8 weeks; top-end 12 plus weeks, up to a maximum of 52 weeks.” RFU Regulation 19.11.20 provides that “in misconduct and rule 5.12 cases, a disciplinary panel may suspend the effect of any sanction to be imposed”.
58. The RFU submitted that there should be a playing ban of four weeks, suspended for two years, a fine of £15,000 with half suspended, and a reprimand, and repayment of £25,000. It was submitted on behalf of Mr Van Rensburg that any sanction should be reduced to reflect the fact that he had been led into problems by Gloucester signing him and then asking him to keep quiet about matters.
59. RFU Regulation 19.11.8 requires panels to undertake an assessment of the seriousness of the offending by reference to a series of factors and Regulation 19.11.10 and 19.11.11 requires the panel to consider off field aggravating and mitigating factors. Some of these factors are plainly related to offending on the field but we have taken into account the following matters as showing the seriousness of Mr Van Rensburg’s actions: that he entered into a contract to play for Gloucester for three years from 1 November 2018 and then deliberately entered into a contract to play for Sale over the same period; that he was motivated in part to agree a further contract because it was for a higher sum;

that he lied to Mr Orange and Mr Diamond of Sale when asked whether he had signed a contract with Gloucester; that when the news that he had signed for both clubs came out he made claims that he wanted to play for both of them, which continued the confusion created by signing two contracts and which, in our judgment, has significantly contributed to the rancour which it is apparent characterises the current relationships between personnel at Sale and Gloucester; and that although Mr Van Rensburg had offered to pay the £25,000 to Gloucester he had not yet done so.

60. Other relevant factors in assessing the entry point for this breach of rule 5.12 are that Mr Van Rensburg had suffered three serious setbacks in 2017 with: the death of his mother; his serious injury; and the armed robbery on him; which appeared to have been the catalyst for his desire to move from South Africa. We also take account of the fact that he was asked by Mr Ackermann to keep the existence of contract with Gloucester quiet. We note that Mr Van Rensburg was relatively young and did not appear to be commercially sophisticated.

61. We considered at length whether a suspension from playing should be imposed and if so whether the seriousness of the factors that we identified against Mr Van Rensburg meant that this should be considered a mid-range entry point for the purpose of “other” under rule 5.12. We considered that a playing suspension should be imposed because Mr Van Rensburg had undermined the core values of the game by agreeing to play for two different clubs at the same time. Balancing the seriousness of the matters set out above, but reflecting the particular circumstances in which the breaches occurred this was (only just) a low end offence which gives a starting point of a suspension of 4 weeks.

62. As to mitigating factors we take particular account of the fact that Mr Van Rensburg has co-operated with this disciplinary process, has admitted his wrongdoing and acknowledged that he lied. He had before this a good disciplinary record. We gave Mr Van Rensburg full credit for his co-operation, plea and previous good record and discounted the suspension by two weeks, which mirrors the 50 per cent discount for mitigation available for foul play pursuant to RFU Regulation 19.11.12.

63. However we did not think it right to suspend the period of suspension from play. This was because of the seriousness of the offending, including the telling of deliberate lies to

Sale, which in our judgment required to be marked by an immediate period of suspension from play.

64. We also consider that Mr Van Rensburg should be fined to reflect some of the financial consequences of the offending. The fine should include the £25,000 paid to him by Gloucester, and which has not been repaid. There is precedent for directing the RFU to pay this sum over to the relevant club, Gloucester, and it became common ground that we should make this order. We also impose a further fine of £7,500 to take some account of the fact that Mr Van Rensburg has profited from his wrongdoing.
65. This means that the penalty that we consider proportionate to be imposed on Mr Van Rensburg is a sanction of a suspension from playing for two weeks (which must be meaningful matches with Sale) and a fine of £32,500 of which £25,000 should be paid to Gloucester.

#### **Sanctions against Sale**

66. We have received written and oral submissions on the appropriate sanction to be imposed on Sale from the RFU and Sale. We also received written and oral submissions on whether compensation should be paid to Gloucester from the RFU, Gloucester and Sale.
67. The full circumstances of the breach of the relevant RFU Regulation by Sale appears above. In relation to the January contract although Sale were told by Gloucester that Gloucester had a contract with Mr Van Rensburg, and Sale were lied to by Mr Van Rensburg who denied the existence of the contract, Sale did not then return to Gloucester to clarify the situation. Given the two accounts, one (now known to be accurate) account from Gloucester and one (now known to be untruthful) account from Mr Van Rensburg, Sale should have made some attempt to find out the truth of the situation by making further inquiries with both Gloucester and Mr Van Rensburg. On the other hand it is relevant to note that the circumstances do show that Mr Van Rensburg did lie to Sale. As to the June contract it is clear that Sale were aware of the Gloucester contract, and decided to go ahead and contract with Mr Van Rensburg regardless of the situation. It is right to note that there was inaccurate legal advice from South African attorneys to the effect that the Gloucester contract was void and Sale had similarly obtained (wrong) legal advice to the same effect, but in our judgment this did not justify Sale latching on to the

legal advice to ignore a prior contract which was valid, and this does not begin to meet the point about the extended definition of “contract” given in RFU Regulation 1.

68. By way of mitigation it is right to note that Sale co-operated with the RFU disciplinary process, and accepted the charges brought against them.

69. It was common ground that we had jurisdiction to order compensation because RFU Regulation 19.11.17(b) expressly provides for a sanction to include compensation. Such an award of compensation is not required but the panel has a discretion whether to make an award of compensation. We considered at length whether we should make an order for compensation to be paid from Sale to Gloucester.

70. We noted that the evidence before us set out in the table to Mr Humphreys statement showed evidence about levels of some transfer fees and showed that there is a developing practice for transfer fees to be paid by a club to obtain the services of a player before the end of his contract with the other club. The evidence also showed that the amounts paid depended on the perceived strengths of the player, the need of a particular club to obtain the player in a particular position, the length of time left on the contract, the financial resources available to the paying club, and whether the player had been trained and developed by the club which the player was leaving. We also noted that some negotiations, such as that between Sale and the Lions, did not demonstrate much by way of principle to be applied to the calculation of the transfer fee.

71. In the final event we have decided not to make an award of compensation in this case. First this is because we do not consider that we have sufficient information to make an award which would be fair to both Gloucester and Sale. In this respect we note that the examples given in the witness statement from Mr Humphreys, which was made on 12 March 2020, do not extend to deal with a situation where the player has contracted with the first club in breach of the 120 day provision or similar “tapping up” provisions. It might be thought that the compensation payable in such a situation might be affected by such a background, but we are not in a position to make any sound assessment of the effect, if any, of this on the transfer fee. Secondly we also noted that awards of compensation have been made in the past in previous RFU disciplinary cases, but the sums that have been awarded have all been lower than £20,000, whereas the

compensation sought in this case was over £400,000. If sums approaching £400,000 are to be awarded or rejected then more information to prove losses is required including, where available, the actual contracts and details of the payments made in relation to the transfer fees relied on as comparators. In our judgment the information before us permitted us to make only an educated guess about loss, and such a guess might have resulted in unfairness to one side or the other.

72. We accept that the RFU disciplinary cases have referred to the approach taken in Football Association cases, but it is relevant to note the different rules and relatively sophisticated regulatory structure governing such awards of football transfer fees. In that regard we record that there are the beginnings of such a structure for the calculation of academy player compensation in RFU Regulation 7.6. Although we recognise, as the RFU submitted, that there are advantages of a single disciplinary process dealing with all relevant matters including compensation it does seem to us that, unless the circumstances are straightforward, awards of any significant size merit their own proceedings (and more by way of information to enable the calculation of the transfer fee). This means that Gloucester are free to pursue their claim for compensation against Sale in the High Court although they may agree to another form of dispute resolution. In circumstances where we have not made a substantive award of compensation to Gloucester we have not made any award in respect of the legal fees which Gloucester has incurred, which can be addressed in any subsequent proceedings between Gloucester and Sale.

73. We then considered the RFU submission that there should be a points deduction in this case of 5 points suspended for two years. Sale submitted that such a points deduction was not appropriate. Although the panel has jurisdiction to make a points deduction the jurisdiction to make a points deduction should always be carefully exercised. This is because the imposition of a points deduction inevitably distorts the results of the rugby competition on the field. It therefore increases incentives for clubs to seek points deductions from one another to provide final success in a competition. It also is likely to devalue competitions for supporters, because the results will have been decided by lawyers and a disciplinary process and not by the players on the pitch. For this reason points deductions, certainly in higher league competition, have been used where the effect of the infringement has been to distort competition on the field, for example by fielding an ineligible player or breaching a salary cap.

74. We accept that in this case Sale did obtain a competitive advantage by getting Mr Van Rensburg, who was eligible to play, to play for them and not his first contracted club which was Gloucester, and that they achieved this by acting in breach of RFU Regulation 7. We recognise that Sale will lose the services of Mr Van Rensburg for the two weeks for which he will be suspended. Taking all these matters together in the final event we consider that it is necessary to mark the seriousness of Sale's offending by imposing a 5 point deduction but consider that it can and should be suspended for two forthcoming seasons on terms that Sale does not act in breach of RFU Regulation 7.
75. It was common ground that a financial penalty should be imposed but there was a dispute about the amount of it, and we had submissions that some of the financial penalty should be suspended. Having considered all the relevant submissions and reflecting on past RFU disciplinary cases, we impose a fine of £20,000 on Sale. However we can see no basis for suspending any part of this fine given all the factors set out above.
76. This means that the penalty that we consider proportionate to be imposed on Sale is a points deduction of 5 points to be suspended two forthcoming seasons on terms that Sale does not act in breach of RFU Regulation 7, and a fine of £20,000.

### **Sanctions against Mr Ginvert**

77. Following the withdrawal of a charge alleging a breach of RFU Regulation 8.8.1 and the amendment to add a charge alleging a breach of RFU Regulation 8.5.2 Mr Ginvert admitted a breach of RFU Regulation 8.5.2 and the RFU and Mr Ginvert made agreed submissions on the papers as to the sanction to be imposed. This was a sanction of a fine of £3,750, a requirement to undertake the Agent's Education programme, and a reprimand.
78. We have considered all of the circumstances as set out in the papers before us. It was common ground that Mr Ginvert's actions from his discovery of the fact that Mr Van Rensburg had made a prior contract with Gloucester did not reflect the highest standards of fair dealing. This was in part because he became party to a strategy to broker a contract between Sale and Mr Van Rensburg in June 2018 which ignored Gloucester's contractual rights. Having considered the circumstances we agree that the sanction

imposed on Mr Ginvert is necessary and appropriate for the purposes of Regulation 8.13.2 and proportionate, and fine him £3,750, require him to undertake the Agent's Education programme, and reprimand him.

### **Costs and right of Appeal**

79. The RFU's costs for these proceedings are set at £500. We order Mr Van Rensburg, Sale and Mr Ginvert each to pay a third of the costs because each has had a sanction imposed on them at the conclusion of the disciplinary proceedings. This sum each is required to pay by way of costs is £166.66.
80. There is a right of appeal against this decision. Any such appeal must be lodged with the RFU Head of Discipline within 14 days beginning with the date on which this decision was sent.

Sir James Dingemans

Tim Ward QC

Gareth Graham

21 April 2020